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AGREEMENT AND LEASE

Between

WAYNE COUNTY BUILDING COMMISSION, Lessor

and

THE COUNTY COMMISSION OF WAYNE COUNTY, Lessee

Dated as of November 1, 2013

and effective on November 18, 2013

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AGREEMENT AND LEASE

This Agreement and Lease (hereinafter called the "Lease") dated as of November 1, 2013 and effective on November 18, 2013, by and between the WAYNE COUNTY BUILDING COMMISSION, a public corporation ORGANIZED AND CREATED BY The County Commission of Wayne County under and pursuant to the laws of the State of West Virginia, as lessor (hereinafter called the "Issuer" or the "Lessor"), and THE COUNTY COMMISSION OF WAYNE COUNTY, a political subdivision of the State of West Virginia, as lessee (hereinafter called the "County Commission" or the "Lessee").

WITNESSETH:

WHEREAS, pursuant to the authority of Chapter 8, Article 33, of the West Virginia Code of 1931, as amended (the "Act"), The County Commission of Wayne County, West Virginia (the "County Commission") enacted an ordinance on September 22, 2008, creating the Wayne County Building Commission (the "Issuer"), a public corporation with perpetual existence and a building commission within the meaning of the Act;

WHEREAS, the Issuer under the Act has plenary power and authority to contract and be contracted with, acquire, purchase, own and hold any property, real or personal, and acquire, construct, equip, maintain and operate public buildings, structures, projects and appurtenant facilities of any type or types for which the County Commission is permitted by law to expend public funds, sell, encumber or dispose of any property, real or personal, and lease its property or any part thereof, for public purposes, to such persons and upon such terms as the Issuer deems proper;

WHEREAS, the County Commission is empowered and authorized by Chapter 8, Article 12 of the West Virginia Code of 1931, as amended, to expend public funds to establish, construct, acquire, maintain and operate public buildings and public works;

WHEREAS, the Issuer under the Act has plenary power and authority to issue negotiable bonds, notes, debentures or other evidences of indebtedness and provide for the rights of the holders thereof, incur any proper indebtedness and issue any obligations and give any security therefor which it may deem necessary or advisable in connection with exercising powers as provided in the Act;

WHEREAS, the Issuer desires to design, acquire, construct and equip a Judicial Annex located in Wayne County, West Virginia (the "Project") (such real estate, all appurtenances thereto and all additions and improvements thereto, of every kind and nature, now or hereafter acquired or constructed, herein called the "Facilities");

WHEREAS, in order to provide funds to finance the costs of the Project, as well as costs of issuance thereof, the Issuer has, concurrently with the delivery of this Lease, issued, sold and delivered its Lease Revenue Bonds, Series 2013 A, in the principal amount of \$1,430,000 (the "Series 2013 A Bonds");

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WHEREAS, in order to provide for the payment of the principal of and interest on the Series 2013 A Bonds, the Issuer will lease the Facilities to the County Commission and the County Commission will pay Lease Rentals to the Issuer, all as set forth and described in this Lease;

WHEREAS, the County Commission and the Issuer have, through their respective governing bodies, duly authorized the execution and delivery of this Lease by ordinances, as supplemented, enacted September 16, 2013 (the "Issuer Ordinance" and the "County Commission Ordinance", respectively, sometimes collectively referred to herein as the "Ordinance");

NOW THEREFORE, in consideration of the premises and other good and valuable consideration and of the mutual benefits, covenants and agreements herein expressed the receipt and sufficiency of all of which are hereby acknowledged, the Issuer and the County Commission hereby agree as follows:

ARTICLE I

DEFINITIONS, ETC.

Section 1.01. Terms Defined. In addition to terms defined elsewhere herein and in the County Commission Ordinance and Issuer Ordinance (including the recitals hereto and the recitals in the Ordinances), which shall have the same meanings when used herein, the following terms shall have the following meanings herein, unless the context requires otherwise:

"Act" means Chapter 8, Article 33 of the West Virginia Code of 1931, as amended and in effect on the date of delivery of the Series 2013 A Bonds.

"Assignment" means the Lease Assignment of even date herewith, by the Issuer to the Purchaser, from time to time amended or supplemented.

"Authorized Representative" or "Authorized Officer" means, with reference to the Issuer, the Chairman or such other officer or officers designated in writing by the Issuer to execute those documents or perform those acts to which are then being referred and, with reference to the County Commission, the President or such other officer or officers designated in writing by the County Commission to execute those documents or perform those acts to which are then being referred.

"Bond Counsel" means an attorney or firm of attorneys nationally recognized as expert in matters relating to the issuance of tax-exempt bonds and initially means Steptoe & Johnson PLLC, of Charleston, West Virginia.

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

"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.

"Chairman" means the Chairman of the Issuer.

"Clerk" means the clerk of the County Commission.

"Closing Date" means the date upon which there is an exchange of the Series 2013 A Bonds for a portion of the proceeds representing the original purchase price thereof.

"Construction Fund" means the Construction Fund established pursuant to Section 4.04 hereof.

"Costs" or "Project Costs" means all costs permitted to be financed under the provisions of the Act and incident to the design, acquisition and construction of the Project for (i) all land, rights, easements, rights-of-way, franchises and other property, real or personal, deemed necessary, appropriate, useful, convenient or incidental therefor or thereto; (ii) the design, acquisition, construction and equipping of the Project; (iii) interest upon the Series 2013 A Bonds prior to and during the period of acquisition and construction of the Project; (iv) any reserve or similar account funded from the proceeds of Series 2013 A Bonds; (v) engineering, architectural and legal expenses; (vi) expenses for feasibility studies or other estimates of cost and of revenues; (vii) expenses for plans, appraisals, specifications and surveys; (viii) other expenses necessary or incident to determining the feasibility or practicability of the Project; (ix) administrative, legal and fiscal expenses; (x) any sums required to reimburse the Issuer or the County Commission for advances made for any of the above items, and repayment of any borrowings and the interest thereon incurred by the Issuer for such purposes; (xi) the repayment of any prior loans relating to the Project, including all interest accrued and unpaid thereon; and (xii) such other expenses as may be necessary or incident to the financing herein authorized, the Project, the placing of the Facilities in operation and the performance of the things herein required or permitted in connection with any thereof.

"County Commission" means The County Commission of Wayne County.

"County Commission Ordinance" means the ordinance of the County Commission as amended by supplemental resolutions.

"County" means Wayne County, West Virginia.

"Deed" means the Deed dated the date thereof, from the County Commission of Wayne to the Issuer, pursuant to which the Property has been acquired by the Issuer.

"Deed of Trust" means the Credit Line Deed of Trust, Fixture Filing and Security Agreement of even date herewith by and between the Issuer and the trustee named therein, for the benefit of the Purchaser, as from time to time amended or supplemented.

"Depository Bank" means Chase Bank, Wayne, West Virginia, a bank or trust company which is a member of FDIC (herein defined), and its successors or assigns.

"Event of Default" means any of the events described as an Event of Default in Section 10.01 hereof.

"Facilities" shall have the meaning set forth in the preambles hereof, and shall also include all improvements, buildings, fixtures, equipment and other personal property, together with all additions, improvements and additional facilities thereto, of every kind and nature, now or hereafter acquired or constructed thereon, which are leased by the Issuer to the County Commission pursuant to this Lease and are subject to the lien of the Deed of Trust, subject to Permitted Encumbrances. The Facilities shall not include any personal property of the Issuer not financed as part of the Project.

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

"Fiscal Year" means the fiscal year of the Issuer which, at the time of execution and delivery of this Lease begins on July 1 and ends on the next succeeding June 30, or such other 12-month period as may be designated by the Issuer in writing to the Purchaser or to the Purchaser's lawful assignee.

"Issuer" or "Lessor" means the Wayne County Building Commission, a public corporation and municipal building commission, organized and existing under and by virtue of the provisions of the Constitution and laws of the State, created by the County Commission pursuant to the Act, and any successor in function.

"Issuer Ordinance" means the ordinance of the Issuer authorizing the Series 2013 A Bonds.

"Lease" means this Agreement and Lease, all amendments thereof and supplements thereto and where applicable, also means any subsequent lease or leases of all or any portion of the Facilities.

"Lease Rentals" means all receipts, revenues, income and other moneys received by or on behalf of the Issuer from the leasing, operation, management, sale or other disposition of the Facilities, or any part thereof, and all rights to receive the same, determined in accordance with generally accepted accounting principles.

"Lease Term" shall have the meaning assigned to such term under Section 5.01 hereof.

"Lessee" means The County Commission of Wayne, West Virginia, a political subdivision of the State of West Virginia, located in Wayne County, West Virginia, and where appropriate, includes the Council thereof.

"Letter of Conditions" means, collectively, the Letter of Conditions of the Purchaser dated July 26, 2013 and all amendments thereto, if any.

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

"Net Proceeds" means, when used with respect to any insurance or condemnation award, the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including attorneys' fees and other expenses) incurred in the collection of such gross proceeds.

"Operating and Maintenance Expenses" means, with respect to the Facilities and with respect to the period of determination, the costs and expenses of normal operation and maintenance of the Facilities, including, without limitation, the costs and expenses of salaries and fringe benefits, utility service, insurance, taxes, fees, licenses, permits, administrative expenses, normal maintenance and repairs but excluding, however, depreciation and charges for renewal and replacement.

"Permitted Encumbrances," means this Lease, the Deed of Trust, the Assignment and, as of any particular time,

- (1) Liens for taxes and special assessments which are not then delinquent or, if then delinquent, are being contested by the Issuer in good faith;
- (2) Utility, access and other easements and rights-of-way, restrictions and exceptions that the Issuer certifies will not interfere with or impair the operation of the Facilities;
- (3) Any subordinate, junior and inferior mechanics', laborers' or materialmen's lien if payment is not yet due; provided, however, such a lien may not be of record for in excess of 30 days unless contested in good faith by the Issuer;
- (4) Such minor defects and irregularities of title as normally exist with respect to properties similar in character to the Facilities and which do not materially adversely affect the value of the Facilities or impair the property affected thereby for the purpose for which it was acquired or is held or used by the Issuer;
- (5) Zoning laws and similar restrictions;
- (6) Subleases of a portion or portions of the Facilities bearing a term less than or equal to the then remaining term of the Lease, which subleases shall be subject to the lien and pledge of the Deed of Trust, this Lease and the Assignment;
- (7) Such subsequent leases of the Facilities or portions thereof in accordance with the terms of this Lease and which shall be subject to the lien and pledge of the Deed of Trust, this Lease and the Assignment; and

(8) Liens, security interests and other encumbrances which are expressly subject and subordinate to the Deed of Trust, this Lease and the Assignment.

"Plans and Specifications" means the plans and specifications for the design, acquisition, construction and equipping of the Project, which have been approved by the Issuer and the County Commission, and are now of file in the office of the Secretary of the Issuer and the Clerk of the County Commission, together with such modifications and additions thereto as are made by the Issuer.

"Project" shall have the meaning set forth in the preambles hereof.

"Purchaser" or "Government" means the United States of America, acting by the Rural Housing Service, United States Department of Agriculture, and any successor thereof.

"Qualified Investments" means and includes any of the following:

(a) Government Obligations;

(b) Government Obligations which have been stripped of their unmatured interest coupons, interest coupons stripped from Government Obligations, and receipts or certificates evidencing payments from Government Obligations or interest coupons stripped from Government Obligations;

(c) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies: Banks for Cooperatives; Federal Intermediate Credit Banks; Federal Home Loan Bank System; Export-Import Bank of the United States; Federal Land Banks; Government National Mortgage Association; Tennessee Valley Authority; or Washington Metropolitan Area Transit Authority;

(d) Any bond, debenture, note, participation certificate or other similar obligations issued by the Federal National Mortgage Association to the extent such obligation is guaranteed by the Government National Mortgage Association or issued by any other federal agency and backed by the full faith and credit of the United States of America;

(e) Time accounts (including, without limitation, accounts evidenced by time certificates of deposit, time deposits or other similar banking arrangements) which, to the extent not insured by the FDIC (hereinbefore defined) or Federal Savings and Loan Insurance Corporation, shall be secured by a pledge of Government Obligations, provided, that said Government Obligations pledged either must mature as nearly as practicable coincident with the maturity of said time accounts or must be replaced or increased so that the market value thereof is always at least equal to the principal amount of said time accounts;

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

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

(h) The West Virginia "consolidated fund" managed by the West Virginia State Board of Investments pursuant to Chapter 12, Article 6C of the West Virginia Code of 1931, as amended; and

(i) Obligations of States or political subdivisions or agencies thereof, the interest on which is excluded from gross income for federal income tax purposes, and which are rated at least "A" by Moody's Investors Service or Standard & Poor's Corporation.

"Registrar" means the Bond Registrar.

"Reserve Account" means the Reserve Account established by Section 4.04 hereof.

"Revenue Fund" means the Revenue Fund established by Section 4.04 hereof.

"Secretary" means the Secretary of the Issuer.

"Series 2013 A Bonds" means the Wayne County Building Commission Lease Revenue Bonds, Series 2013 A, to be issued pursuant to the Issuer Ordinance.

"State" means the State of West Virginia.

"Supplemental Resolution" means any resolution, ordinance or order of the Issuer supplementing or amending this Ordinance and, when preceded with the article "the", refers specifically to the supplemental resolution authorizing the sale of the Series 2013 A Bonds; provided, that any matter intended by this Ordinance to be included in the Supplemental Resolution with respect to the Series 2013 A Bonds, and not so included may be included in another supplemental resolution.

"Title" means good and marketable fee simple absolute title as to the Facilities, subject only to Permitted Encumbrances.

"Trustee" means the State Director of the United States Department of Agriculture, Rural Development, with its principal office in the City of Morgantown, West

Virginia, and any successors thereto at any time serving as trustee or co-trustee under the Deed of Trust.

All references in this instrument to designated "Articles," "Sections" and other subdivisions are to be designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision unless the context indicates otherwise.

Any requirement for execution of this Lease, the Series 2013 A Bonds or any Certificate or other document by a Chairman, President, Secretary or Clerk or other officer shall mean that this Lease, such Series 2013 A Bonds, Certificate or other document may be executed by the Vice Chairman, Vice President, Assistant Secretary, Assistant Clerk or Assistant to such other officer.

The terms defined in this Section have the meanings assigned to them in this Section, words importing the singular shall include the plural as well as the singular and vice versa, words importing persons shall include firms, associations and corporations, and words importing the masculine, feminine and neuter gender shall be deemed to include all such genders.

All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles.

Section 1.02. Exhibits. The following Exhibits are attached to and by reference are hereby made a part of this Lease:

EXHIBIT A- REAL ESTATE DESCRIPTION
EXHIBIT B- PERSONAL PROPERTY DESCRIPTION

ARTICLE II

REPRESENTATIONS

Section 2.01. Representations, Findings, Determinations and Warranties by the Issuer. The Issuer makes the following representations, findings, determinations, and warranties as the basis for the undertakings and covenants on its part and on the part of the Lessee contained herein, all such representations and warranties to be maintained until termination of this Lease:

(A) The Issuer is a public corporation and municipal building commission validly created and existing under the Act and the other laws of the State, is authorized to enter into the transactions contemplated by the Deed of Trust, this Lease, the Issuer Ordinance, the Assignment and all other documents, agreements, instruments and certificates in connection herewith and therewith and to carry out its obligations hereunder and thereunder, has been duly authorized to execute and deliver the Deed of Trust, this Lease, the Assignment and all other documents, agreements, instruments and certificates in

connection herewith and therewith, and agrees that it will do or cause to be done all things necessary to preserve and keep in full force and effect its existence.

(B) The design, acquisition, construction and equipping of the Project, the repayment of any prior loans temporarily incurred for such purpose, the issuance and sale of the Series 2013 A Bonds, the execution and delivery of the Deed of Trust, this Lease, the Assignment and all other agreements, documents, instruments and certificates in connection herewith and therewith and the performance of all covenants and agreements of the Issuer contained in the Deed of Trust, this Lease, the Issuer Ordinance, the Assignment and all other documents, agreements, instruments and certificates in connection herewith and therewith and of all other acts and things required under the Constitution and laws of the State, or any other document, agreement or instrument by which the Issuer is bound, to make the Deed of Trust, this Lease, the Issuer Ordinance, the Assignment and all other documents, agreements and certificates in connection herewith and therewith valid and binding obligations of the Issuer in accordance with the terms thereof, are authorized by the Act and have been duly authorized by proceedings of the Issuer enacted or adopted at meetings thereof duly called and held.

(C) The Issuer has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer any act or thing whereby its Title to and interest in the Facilities shall or may be impaired, charged or encumbered in any manner whatsoever except by Permitted Encumbrances.

(D) The Issuer has authorized the County Commission, subject to the terms and conditions set forth in this Lease, which terms and conditions the Issuer determines to be necessary, desirable and proper, to provide for the design, acquisition and construction of the Project by such means as shall be available to the County Commission and in the manner determined by the County Commission.

(E) To finance the Project Costs, the Issuer has authorized issuance of the Series 2013 A Bonds in the aggregate principal amount of \$1,430,000, to be issued upon the terms set forth in the Issuer Ordinance, and in order to secure the payment of the principal of and interest on the Series 2013 A Bonds, the interest of the Issuer in this Lease and the rentals and revenues to be received hereunder are pledged and assigned to Purchaser, pursuant to the Assignment.

(F) The Issuer has found and determined, and does hereby find and determine, that (i) the design, acquisition, construction and equipping of the Project as provided for herein, (ii) the financing of the Project Costs by the issuance, sale and delivery by it of the Series 2013 A Bonds, (iii) the leasing by it of the Facilities to the County Commission under and pursuant hereto, and (iv) all other things contemplated by or contained in the Deed of Trust, this Lease and the Assignment are necessary, proper and appropriate to accomplish the public purpose of better serving the citizens of the County.

Section 2.02. Representations and Warranties by the County Commission. The County Commission makes the following representations and warranties, all such representations and warranties to be applicable upon and following issuance of the Series 2013 A Bonds and to be maintained until termination of this Lease:

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(A) The County Commission is a municipal corporation and political subdivision of the State, duly and validly created and existing under the Constitution and the other laws of the State, has been duly authorized to execute and deliver this Lease and all other agreements, documents, instruments and certificates in connection herewith and therewith, and agrees that it will do or cause to be done all things necessary to preserve and keep in full force and effect its existence.

(B) The design, acquisition, construction and equipping of the Project, the execution and delivery of this Lease and all other agreements, documents, instruments and certificates in connection herewith, and the performance of all covenants and agreements of the County Commission contained in this Lease and all other agreements, documents, instruments and certificates in connection herewith, and of all other acts and things required under the Constitution and laws of the State, or any other document, agreement or instrument by which the County Commission is bound, to acquire and construct the Project and to make this Lease and all agreements, documents and instruments in connection herewith, valid and binding obligations of the County Commission in accordance with the terms thereof, are duly authorized under the Constitution and other laws of the State and have been duly authorized by proceedings of the County Commission adopted at meetings thereof duly called and held. No authority or proceedings for the execution and delivery of this Lease and the performance of the obligations hereunder has or have been repealed, revoked or rescinded.

(C) The design, acquisition, construction and equipping of the Project and the financing thereof by the Issuer, as provided under this Lease, the County Commission Ordinance, the Issuer Ordinance and the Assignment, is a public purpose under the Act.

(D) There is no action, suit, proceeding, inquiry, order, claim, counterclaim, arbitration, demand or investigation at law or in equity or before or by any court, public board, authority or body, pending or threatened, or any order, judgment or decree in progress, nor is there any basis therefor, which would adversely affect the County Commission, the Facilities or the transactions contemplated by the Deed of Trust, this Lease or any of the documents, agreements, instruments or certificates in connection therewith or the consummation of the transactions contemplated thereby, the payment of Lease Rentals hereunder from the funds of the County Commission specified in Section 5.02 hereof, the application of any money or security granted by the County Commission that may be used for payment of the Series 2013 A Bonds or the operation of the Facilities, or which in any way would adversely affect the validity or enforceability of the Deed of Trust, this Lease, the County Commission Ordinance, the Assignment, or the Series 2013 A Bonds or the payment of Lease Rentals hereunder from the funds of the County Commission specified in Section 5.02 hereof, or which in any way would adversely affect the ability of the County Commission to perform its obligations under this Lease or any agreement, document or instrument in connection herewith and therewith, the creation, organization or existence of the County Commission, the title to office of any officer thereof or the power of the County Commission to lease, use and operate the Facilities.

(E) The County Commission will use and operate the Facilities as a Judicial Annex or other governmental use until the date on which all of the Series 2013 A Bonds have been fully paid and are no longer outstanding.

(F) Substantially all of the proceeds of the Series 2013 A Bonds will be used to pay Project Costs, to pay costs of issuance of the Series 2013 A Bonds or to reimburse the County Commission for payment of such costs.

(G) The execution and delivery of this Lease and all documents, agreements, instruments and certificates in connection herewith, the consummation of the transactions contemplated hereby and thereby, and the compliance with, fulfillment of and carrying out of the provisions and terms hereof and thereof, including, without limitation, the use and operation of the Facilities, do not and will not, with or without the giving of notice or passage of time, or both, conflict with or constitute on the part of the County Commission a violation or breach of or constitute or result in a default or loss of rights (or give rise to any right of termination, cancellation or acceleration) under or result in the creation of any lien, charge or encumbrance pursuant to and are not materially adversely affected by any mortgage, indenture, note, agreement, bond, contract, lease, document, resolution, deed of trust or other agreement, obligation or instrument to which the County Commission is a party or by which the County Commission or its properties are bound or affected or any charter provision, judgment, statute, ordinance, order, rule, law, court decision, decree or regulation by which the County Commission or its properties are subject or affected, and will not cause any forfeiture or impairment of any license, authorization or permit.

(H) The County Commission has complied in all material respects with the applicable provisions of law with respect to the design, acquisition, construction and equipping of the Project or which would affect its ability to enter into this Lease and the Assignment, and consummate the transactions set forth herein and therein and has full legal right, power and authority to enter into, execute and deliver this Lease and all other documents, agreements, instruments and certificates in connection herewith and perform its obligations hereunder and thereunder, to lease, operate and use the Facilities, to conduct its business as contemplated in this Lease, and to carry out and consummate all transactions contemplated by the foregoing, including, without limitation, the payment of Lease Rentals hereunder from funds of the County Commission specified in Section 5.02 hereof.

(I) Funds have been appropriated by the County Commission or are available in an amount sufficient to make all Rental Payments, if any, during the Fiscal Year ending June 30, 2014, and the County Commission reasonably believes that such funds can be obtained in an amount sufficient to make all Lease Rentals during the entire Lease Term.

ARTICLE III

**ACQUISITION, CONSTRUCTION AND PAYMENT OF
COSTS OF THE PROJECT**

Section 3.01. Construction of Project and Payment of Project Costs. The County Commission agrees to cause the design, acquisition, construction and equipping of the Project, and that such will be done with reasonable dispatch. The County Commission hereby ratifies all actions necessary to authorize and approve the design, acquisition, construction and equipping of the Project. The Issuer hereby covenants and agrees to pay for the Costs of the Project in accordance with the provisions hereof, to the extent, but only to the extent of moneys available therefor in the Construction Fund or from other moneys of the County Commission previously expended for such purpose. In the event that such moneys are insufficient to pay all of the Costs of the Project, the County Commission hereby covenants that it will appropriate such moneys as may be necessary to pay the remaining costs of the Project. The Issuer and the County Commission hereby agree that payment of Costs of the Project shall be made in the manner and subject to the conditions specified in the Issuer Ordinance and Section 3.02 hereof, without further authorization of the Issuer.

The Issuer agrees that it will enter into, or accept the assignment of, such further contracts, agreements or documents as the County Commission may request in order to effectuate the purposes of this Section 3.01, and that it will not execute any other contract, agreements or documents, or give any order for such acquisition unless and until the County Commission shall have approved the same in writing. Nothing contained in this Lease shall relieve the County Commission from its obligation to pay rent pursuant to Article V hereof.

Section 3.02. Disbursements from Construction Fund. Disbursements shall be made from the Construction Fund to pay Costs of the Project in accordance with Section 4.05 hereof.

Section 3.03. Cooperation of Parties. The Issuer and the County Commission shall cooperate to the fullest extent practicable with a view to the completion of the Project with all reasonable promptness, but no delay in the undertaking or completion of the acquisition of the Project, however caused, shall alter, affect, diminish or impair the obligations of the County Commission to pay rent as provided herein or any other obligations of the County Commission under this Lease.

ARTICLE IV

**ISSUANCE AND PAYMENT OF SERIES 2013 A BONDS BY THE ISSUER;
FUNDS AND ACCOUNTS**

Section 4.01. Sale of Series 2013 A Bonds. If the Issuer and the County Commission shall have determined that the Series 2013 A Bonds can be issued and sold upon fair and reasonable terms, the Issuer shall issue, sell and deliver the Series 2013 A

Bonds in an aggregate principal amount of \$1,430,000 pursuant to and in conformity with the Issuer Ordinance. The proceeds of the Series 2013 A Bonds shall be advanced from time to time as requisitioned by the Issuer and approved by the Purchaser, and applied as provided in the Issuer Ordinance and herein.

Section 4.02. Payment of Series 2013 A Bonds. The principal of and interest on the Series 2013 A Bonds shall be payable in accordance with the provisions of the Issuer Ordinance, the Assignment and the Series 2013 A Bonds, and the Lease Rentals paid by the County Commission hereunder shall be pledged and a security interest therein granted and/or assigned to secure the payment of the Series 2013 A Bonds, all as provided herein, in the Assignment and in the Issuer Ordinance.

Section 4.03. Assignment of Rights Under Lease and Priority of Assignment. This Lease and the rights, interests, powers, privileges and benefits accruing to or vested in the Issuer hereunder shall be protected and enforced in conformity with the Assignment and are hereby and by the Assignment assigned by the Issuer to the Purchaser as security for the Series 2013 A Bonds and shall be exercised and enforced for or on behalf of the Purchaser in conformity with the provisions hereof and of the Assignment. Notwithstanding anything herein or in the Assignment to the contrary, this Lease is and shall be expressly subject to the Assignment. THE ISSUER SHALL RETAIN NO RIGHTS HEREUNDER, EXCEPT THOSE RIGHTS SET FORTH IN SECTION 8.07, AND NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, ONLY THE PURCHASER OR SUBSEQUENT OWNERS OF THE SERIES 2013 A BONDS SHALL HAVE THE RIGHT TO PURSUE ANY REMEDIES HEREUNDER.

Section 4.04. Establishment of Funds and Accounts. The following special funds or accounts are hereby created and established with, and shall be held by, the Depository Bank separate, distinct and apart from all other funds or accounts of the Depository Bank and from each other:

- (1) Revenue Fund; and
- (2) Construction Fund.

The following special funds or accounts are hereby created and established with, and shall be held by, the Municipal Bond Commission separate, distinct and apart from all other funds or accounts of the Municipal Bond Commission:

- (1) Reserve Account.

Section 4.05. Bond Proceeds; Construction Fund. The proceeds of the sale of the Series 2013 A Bonds shall be deposited upon receipt by the Issuer in the Construction Fund. The moneys in the Construction Fund in excess of the amount insured by FDIC shall be secured at all times by the Depository Bank by securities or in a manner lawful for the securing of deposits of State and municipal funds under West Virginia law. Moneys in the Construction Fund shall be expended by the Issuer solely for the purposes provided herein.

Moneys in the Construction Fund shall be used solely to pay the cost of design, acquisition, construction and equipping of the Project upon vouchers and other documentation approved by the Purchaser.

Until completion of design, acquisition, construction and equipping of the Project, the Issuer will additionally transfer from the Construction Fund and pay to the Purchaser on or before the due date, such sums as shall be from time to time required to make the monthly installments on the Series 2013 A Bonds if there are not sufficient Revenues to make such monthly payment.

Pending application as provided in this Section 4.05, money and funds in the Construction Fund shall be invested and reinvested at the direction of the Issuer, to the extent possible in accordance with applicable law, in Qualified Investments.

When construction of the Project has been completed and all costs thereof have been paid or provision for such payment has been made, any balance remaining in the Construction Fund shall be disposed of in accordance with the regulations of the Purchaser.

Section 4.06. Covenants of the Issuer as to Lease Rentals and Application Thereof. So long as the Series 2013 A Bonds shall be outstanding and unpaid, or until there shall have been set apart in the Reserve Account, a sum sufficient to pay, when due or at the earliest practical prepayment date, the entire principal of the Series 2013 A Bonds remaining unpaid, together with interest accrued and to accrue thereon, the Issuer further covenants with the holders of the Series 2013 A Bonds as follows:

A. The Lease Rentals derived from the leasing of the Facilities, and all parts thereof, shall be deposited in the Revenue Fund. The Revenue Fund shall constitute a trust fund for the purposes provided herein and shall be kept separate and distinct from all other funds of the Issuer and used only for the purposes and in the manner provided herein.

B. All Lease Rentals at any time on deposit in the Revenue Fund shall be disposed of only in the following order and priority:

(i) The Issuer shall first, each month, on or before the due date of payment of each installment on the Series 2013 A Bonds, transfer from the Revenue Fund and pay to the National Finance Office designated in the Series 2013 A Bonds (or such other place as may be subsequently designated pursuant to the Series 2013 A Bonds), the amounts required to pay the interest on the Series 2013 A Bonds, and to amortize the principal of the Series 2013 A Bonds over the life of the Bond issues.

(ii) The Issuer shall next, on each date that payment is made as set forth in Section 4.06B(i) above, transfer from the Revenue Fund and remit to the Municipal Bond Commission for deposit in the Reserve Account, an amount equal to 10% of the monthly payment of principal and interest on the Series 2013 A Bonds each month, until an amount equal to one annual

installment on the Series 2013 A Bonds is accumulated therein (the "Minimum Reserve"). After the Minimum Reserve has been accumulated in the Reserve Account, the Issuer shall monthly deposit into the Reserve Account such part of the moneys remaining in the Revenue Fund, after such provision for payment of monthly installments on, or payments with respect to, the Series 2013 A Bonds, as shall be required to maintain the Minimum Reserve in the Reserve Account. Moneys in the Reserve Account shall be used solely to make up any deficiency for monthly payments of the principal of and interest on or with respect to the Series 2013 A Bonds to said National Finance Office (or other place provided) as the same shall become due or for prepayment of installments on the Series 2013 A Bonds, or for mandatory prepayment of the Series 2013 A Bonds as hereinafter provided, and for no other purpose.

(iii) After all the foregoing provisions for use of moneys in the Revenue Fund have been fully complied with, any moneys remaining therein and not required to be retained therein may be used to prepay installments of the Series 2013 A Bonds, or for any lawful purpose.

Whenever the moneys in the Reserve Account shall be sufficient to prepay the Series 2013 A Bonds in full, it shall be the mandatory duty of the Issuer, anything to the contrary herein notwithstanding, to prepay the Series 2013 A Bonds at the earliest practical date and in accordance with applicable provisions hereof.

The Municipal Bond Commission is hereby designated as the Fiscal Agent for the administration of the Reserve Account as herein provided, and all amounts required for the Reserve Account will be deposited therein by the Issuer upon transfers of funds from the Revenue Fund at the times provided herein, together with written advice stating the amount remitted for deposit into such fund.

All the funds provided for in this Article IV, other than the Construction Fund, shall constitute trust funds and shall be used only for the purposes and in the order provided herein, and until so used, the Purchaser shall have a lien thereon for further securing payment of the Series 2013 A Bonds and the interest thereon, but the Depository Bank shall not be a trustee as to such funds.

If on any payment date the Lease Rentals are insufficient to make the payments and transfers as hereinabove provided, the deficiency shall be made up in the subsequent payments and transfers in addition to those which would otherwise be required to be made on the subsequent payment dates.

The Municipal Bond Commission shall keep the moneys in the Reserve Account invested and reinvested to the fullest extent possible in accordance with applicable law, and to the extent practicable, in Qualified Investments having maturities consonant with the required use thereof. Investments in any fund or account under this Lease shall,

unless otherwise provided herein or required by law, be valued at the lower of cost or the then current market value, or at the redemption price thereof if then redeemable at the option of the holder, including value of accrued interest and giving effect to the amortization of discount, or at par if such investment is held by the "consolidated fund" managed by the West Virginia Board of Treasury Investments. 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 interest accruing thereon and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account. Earnings upon moneys in the Reserve Account, so long as the Minimum Reserve is on deposit and maintained therein, shall be paid annually in January into the Revenue Fund by the Municipal Bond Commission.

C. CHANGE OF FISCAL AGENT. The Issuer may designate another bank or trust company insured by FDIC as Depository Bank if the Depository Bank should cease for any reason to serve or if the Issuer determines by resolution that the Depository Bank or its successor should no longer serve as Depository Bank. Upon any such change, the Issuer will cause notice of the change to be sent by registered or certified mail to the Purchaser.

D. CHARGES AND FEES. The Issuer shall remit from the Revenue Fund to the Depository Bank and Municipal Bond Commission such additional sums as shall be necessary to pay the charges and fees of the Depository Bank or Municipal Bond Commission then due.

E. INVESTMENT OF EXCESS BALANCES. The moneys in excess of the sum insured by FDIC in any of such funds or accounts shall at all times be secured, to the full extent thereof in excess of such insured sum, in a lawful manner for securing deposits of state and municipal funds under the laws of the State of West Virginia.

F. REMITTANCES. All remittances made by the Issuer to the Depository Bank or Municipal Bond Commission shall clearly identify the fund or account into which each amount is to be deposited.

Section 4.07. Repayment to County Commission Upon Payment of Series 2013 A Bonds. Any amounts remaining in the Revenue Fund and all other funds and accounts created hereunder after payment in full of the principal and redemption premium, if any, of and interest on the Series 2013 A Bonds, and the reasonable fees, charges and expenses of the Depository Bank, the Municipal Bond Commission or Purchaser incurred in connection with the Series 2013 A Bonds, shall be paid to the County Commission.

ARTICLE V

DEMISING CLAUSES AND RENT

Section 5.01. Leasing of the Facilities - Term of Lease; Option to Terminate. In consideration of the Lease Rentals to be received by the Issuer and of the covenants, agreements and promises herein contained to be kept and performed by the

County Commission, and in consideration of the issuance of the Series 2013 A Bonds by the Issuer and other good and valuable consideration, the Issuer hereby demises and leases the Facilities to the County Commission and the County Commission hereby hires, takes and leases the Facilities from the Issuer, for the Lease Term, at the Lease Rentals and on the conditions herein set forth.

The term of the demise and leasing of the Facilities by the Issuer to the County Commission, subject to the provisions hereof (the "Lease Term"), shall commence immediately upon the Closing Date, and shall extend, unless sooner terminated in accordance with the provisions hereof, to November 18, 2043, provided, however, that the Lease Term shall expire on such earlier or later date as the principal of and interest on all the Series 2013 A Bonds and all other expenses or amounts payable by the County Commission hereunder or under the Issuer Ordinance or the Assignment shall have been paid or provisions for their payment shall have been made in accordance with this Lease, the Issuer Ordinance and the Assignment.

NOTWITHSTANDING THE FOREGOING OR ANYTHING HEREIN OR IN THE ISSUER ORDINANCE OR THE ASSIGNMENT TO THE CONTRARY, THE ISSUER HEREBY GRANTS TO THE COUNTY COMMISSION THE OPTION TO TERMINATE THIS LEASE DURING ANY FISCAL YEAR COVERED HEREBY, IN ACCORDANCE WITH THE ACT AND OTHER PROVISIONS OF LAW, AND IN THE EVENT OF THE EXERCISE OF SUCH OPTION TO TERMINATE THIS LEASE, THE PAYMENTS OF LEASE RENTALS HEREUNDER SHALL BE CANCELED WITHOUT PENALTY TO THE COUNTY COMMISSION AT THE END OF THE THEN CURRENT FISCAL YEAR, WHEREUPON THE COUNTY COMMISSION SHALL SURRENDER THE FACILITIES TO THE ISSUER AT THE END OF THE THEN CURRENT FISCAL YEAR. UNLESS OTHERWISE LIMITED BY LAW, THE COUNTY COMMISSION COVENANTS TO PROVIDE THE ISSUER AND EACH BONDHOLDER WITH WRITTEN NOTICE, IN ACCORDANCE WITH SECTION 11.01 HEREOF, OF ITS INTENTION TO EXERCISE SUCH OPTION TO TERMINATE THIS LEASE NOT LESS THAN 90 DAYS PRIOR TO THE END OF THE FISCAL YEAR IN WHICH THE COUNTY COMMISSION ELECTS TO EXERCISE SUCH OPTION.

Section 5.02. Rent. The County Commission hereby pledges to pay the Lease Rentals due under this Section 5.02 from moneys received by the County Commission to the extent such moneys are permitted by law to be used for such purposes and to the extent such moneys are legally available therefor. Until payment in full of the Series 2013 A Bonds and the interest thereon, and any fees, charges and other amounts due under the Issuer Ordinance, the Assignment or hereunder, the County Commission shall either pay directly to the Purchaser, or pay to the Issuer and the Issuer shall pay to the Purchaser, on or before the due date of payment of principal and interest on the Series 2013 A Bonds, from the funds specified in this Section 5.02, Lease Rentals in an amount equal to the monthly installments of principal of and interest on the Series 2013 A Bonds.

In any event, the County Commission shall pay sufficient Lease Rentals to promptly pay the principal of and interest on the Series 2013 A Bonds, as the same become due and payable and to pay all other amounts payable by the County Commission or the Issuer pursuant to this Lease, the Issuer Ordinance, the Deed of Trust or the Assignment.

This Lease is a net lease, and the Issuer shall be under no obligation to operate, maintain, replace or improve the Facilities or pay the cost thereof so long as this

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Lease remains in force and effect, but shall be entitled to have the Lease Rentals paid as required herein on an absolute net basis, and, except as provided otherwise in Section 5.01, such Lease Rentals shall not be subject to abatement before retirement of all Series 2013 A Bonds as contemplated in Section 5.04 hereof, and payment of all amounts due hereunder, provided, however, that in the event of any partial prepayment of Series 2013 A Bonds as provided in Section 5.06 hereof, then the Lease Rentals payable hereunder shall be adjusted accordingly.

Section 5.03. County Commission's Obligations - Limited Obligations.

The Issuer and the County Commission covenant and agree that, during the term of this Lease, the County Commission shall bear all risk of damage or destruction in whole or in part to the Facilities or any part thereof, including, without limitation, any loss, complete or partial, or interruption in the use, occupancy or operation of the Facilities, or any manner or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Facilities or the compliance by the County Commission with any of the terms hereof. Notwithstanding the foregoing or anything herein to the contrary, the County Commission's obligations to pay the Lease Rentals from the funds specified in Section 5.02 hereof, and the County Commission's obligations to perform and observe the other covenants and agreements contained herein, shall be special and limited obligations of the County Commission payable solely from the funds specified in Section 5.02 hereof and other sources provided for herein, in the Assignment and in the Ordinance and shall not, in any event, be or constitute an indebtedness of the County Commission within the meaning of any constitutional or statutory provision or limitation or constitute or give rise to a pecuniary liability of the County Commission, except that the County Commission may pay such Lease Rentals and any other sums provided hereunder from any lawful source notwithstanding the foregoing. Neither the Issuer nor any holder of any Bond shall ever have the right to compel the exercise of the taxing power of the County Commission to pay the Lease Rentals and any other sums provided hereunder or to pay the principal of the Series 2013 A Bonds or the interest thereon. The obligations of the County Commission hereunder shall never be a charge against or pledge of the property, faith and credit or taxing power of the County Commission.

Section 5.04. County Commission's Remedies.

Nothing contained in this Article shall be construed to release the Issuer from the performance of any of its agreements herein, and if the Issuer should fail to perform any such agreement, the County Commission may institute such action against the Issuer as the County Commission may deem necessary to compel the performance or to recover damages for nonperformance, subject to Section 8.07 hereof, so long as such action shall not violate the County Commission's agreements in Section 5.03. The County Commission may at its own cost and expense, and in its own name or in the name of the Issuer, prosecute or defend any action or proceeding against third parties or take any other action which the County Commission deems reasonably necessary in order to secure or protect its right of possession, occupancy and use of the Facilities under this Lease, subject to the terms hereof. In that event the Issuer agrees to cooperate fully with the County Commission, and to take all action necessary to effect the substitution of the County Commission for the Issuer in any such action or proceeding if the County Commission shall so request.

Section 5.05. Nonappropriation. The County Commission hereby warrants that the funds specified in Section 5.02 hereof have been appropriated or are available in an amount sufficient to make all Lease Rentals, if any, during the Fiscal Year ending June 30, 2014, and reasonably believes that such funds can be obtained in the amount necessary to make all Lease Rentals during the Lease Term and hereby covenants that it will do all things lawfully within its power to collect, maintain and properly request and pursue such funds from which the Lease Rentals may be made, including making provisions for such payments to the extent necessary in each annual budget. During the Lease Term, the County Commission shall not give priority in the application of such funds to any facilities functionally similar to the Facilities. During the Lease Term, the County Commission will furnish to each Bondholder, no later than 30 days following adoption of the budget for each Fiscal Year, a certificate that Lease Rentals due in that Fiscal Year have been included in the budget approved by the County Commission for such Fiscal Year, or if not so included, notification of such fact.

Section 5.06. Prepayment of Rent. There is hereby reserved to the County Commission the right, and the County Commission is hereby authorized and permitted, at any time and as often as it may choose, to prepay all or any part of the Lease Rentals payable under Section 5.02 hereof, together with such other amounts as shall be sufficient to prepay all or a portion of the Series 2013 A Bonds in accordance with the Issuer Ordinance and the Series 2013 A Bonds, and the Issuer agrees that the Purchaser may accept such prepayments of Lease Rentals and other sums when the same are tendered by the County Commission or the Issuer. All Lease Rentals and other sums prepaid pursuant to this Section 5.06 shall be applied to the prepayment or purchase of outstanding Series 2013 A Bonds in the manner and to the extent provided for in the Ordinance and the Series 2013 A Bonds. In the event of any partial prepayment of Series 2013 A Bonds, the Lease Rentals payable hereunder shall be reduced to reflect such partial prepayment and the final maturity of the Series 2013 A Bonds shall remain November 18, 2043.

In the event of all or any portion the Series 2013 A Bonds becoming due and payable pursuant to the provisions of Article X hereof, Lease Rentals hereunder sufficient to pay the interest and principal thereon shall be and become at once due and payable.

Section 5.07. Termination of Lease upon Payment of All Rent. Upon payment of all Lease Rentals required hereunder and upon payment by the Issuer of the principal of and interest on the Series 2013 A Bonds (including, if applicable, any prepayment premium), the Deed of Trust and this Lease shall be terminated and released. The Issuer and the County Commission shall cause to be executed and recorded such releases or other documents as shall be necessary or appropriate to effectuate and properly record such termination and release.

Section 5.08. Right to Purchase. The Issuer hereby grants unto the County Commission the right to purchase the Facilities at any time for a sum equal to the remaining principal amount of the Series 2013 A Bonds, and any redemption premium thereon, plus interest accrued to the date of such purchase and payment therefor. Upon exercise of such right by the County Commission, the Issuer at the time of consummation of said sale shall make and deliver to the County Commission a good and proper deed and/or

other instrument or instruments of conveyance required by the County Commission upon advice of counsel, duly executed and acknowledged with transfer stamps (if applicable) attached thereto, conveying title to the Facilities, subject only to all reservations, exceptions, conditions, easements, rights of way or other like limitations of record or otherwise under and by which Issuer is bound in ownership of the Facilities. Immediately upon the consummation of such purchase, the Issuer shall pay in full the principal of, interest on, and any redemption premium upon the Series 2013 A Bonds.

ARTICLE VI

COVENANTS RELATING TO THE USE AND OPERATION OF THE FACILITIES

Section 6.01. Taxes and Assessments. Subject to the provisions of Section 6.04 hereof, the County Commission shall pay any and all lawfully assessed taxes, charges, fees, fines, impositions, liens and assessments, general and specific, ordinary and extraordinary, if any, levied, taxed, imposed or assessed upon or on account of the use or operation of the Facilities or any part or portion thereof, or the interest of the Issuer and of the County Commission or either of them in or to the Facilities, or upon the Issuer's and County Commission's interest, or the interest of either of them, in this Lease or the Lease Rentals payable hereunder during the term of this Lease, and all water and sewer charges, assessments, and other legally enforceable governmental charges and impositions whatsoever. The County Commission will furnish to the Issuer and all Bondholders all notices of amounts due under this Section when requested to do so.

If, under applicable law, any such tax, charge, fee, fine, imposition, lien, rate, imposition or assessment may, at the option of the taxpayer, be paid in installments, the County Commission may exercise such option, except to the extent otherwise provided. The County Commission covenants and agrees that it will, at its own cost and expense, obtain exemption from all taxes and other charges referred to in this Section 6.01 to the extent permitted under applicable law.

As between the parties hereto, the County Commission shall have the duty of making and filing all statements or reports which may be required under applicable law in connection with any such tax, charge, fee, rate, imposition or assessment, or otherwise related to the Facilities, and the Issuer agrees promptly to forward to the County Commission any and all notice of or bills in connection with any such charge, fee, rate, fine, imposition, lien or assessment; provided, however, that an Authorized Officer of the Issuer shall execute and file, or execute and cause to be filed, in a timely fashion, all statements and filings relating to the Facilities which it is required by law to file, notwithstanding the foregoing or anything herein to the contrary. The Issuer hereby grants to the County Commission the right to use the name of the Issuer, to the extent the use of the name of the Issuer is permitted by or necessary under applicable law, in connection with any contest of the amount or validity of any tax, charge, fee, rate, imposition or assessment. If the provisions of any law, rule or regulation at the time in effect shall require such statements or reports to be executed and filed by the Issuer or such proceedings to be brought by the

Issuer, the Issuer shall, at the request and expense of the County Commission, execute and file such statements or reports or, as the case may be, shall join in such proceedings, but the Issuer shall not be subject to any liability for the payment of any costs or expenses in connection therewith and the County Commission covenants to indemnify and save the Issuer harmless from such costs and expenses. The County Commission covenants and agrees that all statements, reports and other documents prepared for execution by the Issuer solely or by the Issuer jointly with the County Commission, shall be true, accurate and complete.

Nothing contained herein shall be deemed to constitute an admission by either the Issuer or the County Commission to any third party other than the Bondholders that either the Issuer or the County Commission is liable for any tax, charge, fee, rate, lien, imposition or assessment.

Section 6.02. Liens. Subject to the provisions of Section 6.04 hereof relating to permitted contests, the County Commission and the Issuer will not create or permit to be created or remain and will, at its cost and expense, promptly discharge all liens, encumbrances and charges on the Facilities or any part thereof, other than Permitted Encumbrances.

Section 6.03. Compliance with orders, Ordinances, Etc. Subject to the provisions of Section 6.04 hereof relating to permitted contests, the County Commission shall, throughout the terms of this Lease, at its sole cost and expense, promptly comply in all material respects with all laws, codes, ordinances, orders, decrees, rules, regulations and requirements of duly constituted authorities which may be applicable to the Facilities or to the repair and alteration thereof, or to the use, manner of use or leasing of the Facilities. This Lease shall be amended by the parties hereto to the full extent necessary to ensure compliance with all such laws, codes, ordinances, orders, decrees, rules, regulations and requirements to enable the continued operation of the Facilities by the County Commission but not in any manner which would materially adversely affect or impair the obligations of the Issuer under the Ordinance or the Assignment or materially adversely affect or impair the Ordinance or the Assignment or the liens created thereby and hereby, based upon an opinion of counsel.

Section 6.04. Permitted Contests. Except as otherwise expressly provided herein, the County Commission shall not be required to pay any tax, charge, fee, rate, imposition or assessment referred to in Section 6.01 hereof, nor to remove any lien, charge or encumbrance required to be removed under Section 6.02 hereof, nor to comply with any law, code, ordinance, order, decree, rule, regulation or requirement referred to in Section 6.03 hereof, so long as the County Commission shall contest, in good faith and at its cost and expense, in its own name and behalf or in the name and behalf of the Issuer, the amount or validity thereof, in an appropriate manner or by appropriate proceedings which shall operate during the pendency thereof to prevent the collection of, or other realization upon, the tax, charge, fee, rate, imposition, assessment, lien or encumbrance so contested, and the sale, forfeiture, or loss of the Facilities or any part or portion thereof, or of the rent or any portion thereof, to satisfy the same; provided, that no such contest shall subject the Issuer or any Bondholder to the risk of any liability. While any such matters are pending, except as otherwise required herein, the County Commission shall not pay, remove or cause

to be discharged the tax, charge, fee, rate, imposition, assessment, lien or encumbrance being contested unless the County Commission agrees to settle such contest. Each such contest shall be promptly prosecuted to final conclusion (subject to the right of the County Commission to settle any such contest), and in any event the County Commission will save the Issuer and the Bondholders harmless against all losses, judgments, decrees and costs (including attorney's fees and expenses in connection therewith) and will, promptly after the final determination of such contest or settlement thereof, pay and discharge the amounts which shall be levied, assessed, imposed or determined to be payable therein, together with all penalties, fines, interest, costs and expenses thereon or in connection therewith. The County Commission shall give the Issuer prompt written notice of any such contest and the Issuer agrees to cooperate with the County Commission, at the County Commission's cost and expense, in any such contest.

Notwithstanding any rights granted to the County Commission under the preceding paragraph of this Section 6.04, if the Issuer or any Bondholder shall notify the County Commission that, in the opinion of independent counsel, by nonpayment of any of the foregoing items, the Ordinance or the Assignment or the lien as to any substantial part of the Facilities will be materially endangered or the Facilities or any part thereof will be subject to imminent loss or forfeiture or the rights or obligations of the Issuer under the Ordinance or the Assignment shall in any way be materially adversely affected or impaired or the lien, pledge and security interest of this Lease, the Ordinance or the Assignment shall be materially or adversely affected or impaired, then the County Commission shall promptly, but in any event in not more than 5 days from receipt by the County Commission of such notification, pay all such unpaid items or cause them to be stayed, satisfied and discharged.

Section 6.05. Acquisition, Construction and Use of Facilities.

A. The County Commission will carry on (or cause to be carried on) with reasonable dispatch, and will not abandon, the design, acquisition, construction and equipping of the Project.

B. The County Commission will use the Facilities only as and for a mausoleum and related public facilities.

C. Upon the prior written consent of the Purchaser and the Issuer, the County Commission may sublease the Facilities for use as a Judicial Annex and related public facilities, or agree to contract for the performance by others of management or operations on or in connection with the Facilities or any part or portion thereof; provided, that each such sublease, agreement or contract shall not be inconsistent with the provisions of the Ordinance or this Lease.

Section 6.06. Repairs, Maintenance and Alterations. The County Commission will, throughout the Lease Term, at its own cost and expense, keep and maintain the Facilities in good condition and repair and not abandon the same, or any part or portion thereof, nor commit or permit the commission of waste on or in the Facilities, or any part or portion thereof, or permit any building, structure or improvement to be removed, destroyed, demolished or structurally altered in whole or in part except as permitted herein

and shall cause any person in possession of the Facilities or any portion thereof to comply with all laws, ordinances, rules and regulations relating to the use, leasing or maintenance of the Facilities and with all requirements, directions and orders and notices of violations thereof issued by any governmental agency, body or officer, and will make all necessary repairs thereto, structural and non-structural, ordinary as well as extraordinary and foreseen as well as unforeseen, and all necessary replacements or renewals.

The County Commission shall have the right from time to time at its sole cost and expense to make additions, alterations and changes (hereinafter collectively referred to as "alterations") in or to the Facilities, provided, however, that no alteration of any kind shall be made which would result in a violation of the provisions of Section 6.05 hereof.

With respect to any repairs, construction, renovation, restoration, replacement or alterations performed upon the Facilities by the County Commission during the Lease Term, in accordance with or as required by any provisions hereof, the County Commission agrees that:

(1) No work in connection therewith shall be undertaken until the County Commission shall have procured and paid for, so far as the same may be required, from time to time, all municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction, and the Issuer agrees to join in the application for such permits or authorizations whenever such action is necessary;

(2) All work in connection therewith shall be done promptly and in good workmanlike manner and in compliance with the building and zoning laws of the municipality or other governmental subdivision wherein the Facilities are situate, and with all laws, ordinance, orders, rules, regulations and requirements of all federal, state and municipal governments and the appropriate departments, commissions, boards and officers thereof, and shall not violate the provisions of any policy of insurance covering the Facilities, and the work shall be prosecuted with reasonable dispatch, unavoidable delays excepted; and

(3) It shall carry or cause to be carried workers' compensation coverage for all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against the Issuer or the County Commission, and general liability insurance (specifically covering this class of risk) for the mutual benefit of the Issuer and the County Commission in such amounts as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure and as otherwise required or permitted by applicable law. The general liability insurance provided for in this paragraph may be effected by an appropriate endorsement, if obtainable, upon the insurance referred to in Section 6.09 hereof. All such insurance shall be effected with financially sound and reputable insurance companies qualified to do business in the State.

Section 6.07. Renewal and Replacement of Equipment. In any instance where the County Commission in its sole discretion determines that any items of

furnishings, fixtures or equipment have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the County Commission may remove such items from the Facilities and sell, trade-in, exchange or otherwise dispose of them (as a whole or in part) without any responsibility or accountability therefor, provided, that such removal or substitution shall not impair the operating utility of the Facilities.

Section 6.08. Installation of Furnishings, Fixtures and Equipment by the County Commission. The County Commission may from time to time in its sole discretion and at its own cost and expense, install or place other furnishings, fixtures or equipment and tangible personal property in the Facilities. Except as otherwise expressly provided herein, the County Commission may remove such furnishings, fixtures or equipment and tangible personal property at any time at its own cost and expense, whether or not the same shall have been affixed or annexed to the Facilities, but any damage caused to the Facilities by any such removal shall be restored at the sole cost and expense of the County Commission.

Section 6.09. Liability and Casualty Insurance. The County Commission shall procure and maintain the following insurance during the Lease Term at its sole cost and expense:

(a) Fire, Lightning, Vandalism, Malicious Mischief and Extended Coverage Insurance, to be procured upon acceptance of any part of the Project from the contractor, on all above-ground structures of the Facilities and the machinery and equipment in place or stored on the Site in an amount equal to the full insurable value thereof. In the event of any damage to or destruction of any portion of the Facilities, the County Commission will promptly arrange for the application of the insurance proceeds for the repair or reconstruction of such damaged or destroyed portion or the redemption of the Series 2013 A Bonds as provided in this Lease. The County Commission will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk insurance to protect the interests of the County Commission during acquisition, construction and equipping of the Project in the full insurable value thereof.

(b) Public Liability Insurance, with limits of not less than \$500,000 for one or more persons injured or killed in one accident to protect the County Commission from claims for bodily injury and/or death, and not less than \$200,000 to protect the County Commission from claims for damage to property of others which may arise from the operation of the Facilities, such insurance to be procured not later than the date of delivery of the Series 2013 A Bonds.

(c) Vehicular Public Liability Insurance, in the event the County Commission owns or operates any vehicle in the operation of the Facilities, or in the event that any vehicle not owned by the County Commission is operated at any time or times for the benefit of the County Commission, with limits of not less than \$500,000 for one or more persons injured or killed in one accident to protect the County Commission from claims for bodily injury and/or death, and not less than \$200,000 to protect the County Commission from claims for damage to property of others which may arise from such operation of vehicles, such insurance to be procured prior to acquisition or commencement of operation of any such vehicle for the County Commission.

(d) Workers' Compensation Coverage for All Employees of the County Commission Eligible Therefor and Performance and Payment Bonds, such bonds to be in the amounts of 100% of the construction contract, will be required of each prime contractor, and such payment bonds have been or will be filed with the Clerk of the County Commission of said County Commission prior to commencement of construction of the Project in compliance with West Virginia Code Section 38-2-39. Workers' compensation coverage shall be maintained as required by the laws of the State of West Virginia.

(e) Flood Insurance to be procured, to the extent available at reasonable cost to the County Commission and if the Facilities are to be located in a community which has been notified as having special flood or mudslide prone areas, flood insurance must be obtained not later than the date of delivery of the Series 2013 A Bonds.

(f) Fidelity Bonds will be provided as to every officer and employee having custody of the Revenue Fund or of any revenues or other funds of the County Commission in an amount at least equal to one annual installment on the Series 2013 A Bonds. During construction of the Project such persons shall be bonded in an amount at least equal to \$400,000.

Section 6.10. Bondholders' Rights to Perform County Commission's Covenants; Advances; Inspection of Premises. In the event the County Commission shall fail to (i) to pay any tax, charge, assessment, imposition, fee, fine or lien pursuant to Section 6.01 hereof, (ii) remove any lien, encumbrance, or charge pursuant to Section 6.02 hereof, (iii) maintain the Facilities in repair pursuant to Section 6.06 hereof, (iv) procure the insurance required by Section 6.09 hereof, or (v) fail to make any other payment (other than rent) or perform any other act required to be performed hereunder, then and in each such case any Bondholder may (but shall not be obligated to) remedy such default for the account of the County Commission and make advances for that purpose; provided that this clause shall not otherwise abate the obligations of the Issuer under the Ordinance or the Assignment with respect thereto. No such performance or advance shall operate to release the County Commission from any such default or constitute acquiescence therein and any sums so advanced by any Bondholder shall be repayable by the County Commission on demand and shall bear interest at the rate of interest on the Series 2013 A Bonds, from the date of the advance until repaid. The Bondholders shall have the right of entry on the Facilities or any part or portion thereof at reasonable times in order to effectuate the purposes of this Section 6.10 and in order to inspect the premises.

Section 6.11. County Commission Shall Manage, Operate and Administer Facilities. The County Commission shall have the sole right subject to the terms of the Ordinance, the Assignment and this Lease, during the term of this Lease, to operate, manage and administer the Facilities, including, but not limited to, all decisions with respect to hiring and discharge of employees, acquiring and selling of furnishings, fixtures or equipment or additional property, and all other matters incidental to the operation, management and administration of the Facilities, and the County Commission shall further pay all Operating and Maintenance Expenses. In the event the County Commission determines it necessary to add, improve, renovate or remove portions of the Facilities, it agrees to obtain the prior written consent of the Issuer before rendering and making any such improvement. Issuer agrees that upon its granting of said written consent for the

rendering and making of any said necessary capital improvement, the County Commission shall assume the sole and exclusive financial responsibility for the payment of said necessary and essential capital improvements.

Notwithstanding the foregoing, the Issuer shall retain responsibility for the actions of the County Commission in the operation, management and administration of the Facilities by the County Commission.

Section 6.12. Permits, Etc. The County Commission hereby represents, warrants and covenants, all such representations and warranties to be applicable upon and following issuance of the Series 2013 A Bonds and to be maintained until termination of this Lease, that the County Commission has obtained or received and will obtain and receive and has and will keep in full force and effect, all consents, permits, licenses, approvals, certificates, exemptions, rights, orders, franchises, privileges and authorizations, all of which have been and validly granted, issued and/or assigned, and has timely made and/or submitted and will timely make and/or submit all declarations, filings, payments, reports, notices, statements, papers and registrations, necessary to enter into and perform its obligations under and consummate the transactions contemplated in this Lease and all other documents, agreements, instruments and certificates in connection therewith, to lease, use and operate the Facilities; and the County Commission has taken and will take all other action required in connection with this Lease, the consummation of the transactions contemplated herein and all other documents, agreements, instruments and certificates in connection herewith, for the leasing, use and operation of the Facilities. The County Commission is and will remain in compliance with all applicable laws, rules and regulations relating to the Facilities.

ARTICLE VII

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 7.01. Damage or Destruction. The County Commission agrees to notify the Issuer and the Bondholders immediately in the case of loss or damage covered by insurance required under 6.09(a) hereof and shall remit to the Bondholders the proceeds required to be paid to the Bondholders to be held in an appropriately designated fund. Thereafter, the County Commission shall determine and advise the Issuer and the Bondholders, in writing, within 60 days of the occurrence of such loss or damage whether it is practicable to repair, reconstruct or replace such damaged or destroyed property and the estimated time required for such repair, reconstruction or replacement. The County Commission may elect to apply the proceeds at its discretion to the repair, reconstruction or restoration of such damaged property or to the prepayment of the Series 2013 A Bonds. In the event of such election the County Commission will promptly inform the Issuer and the Bondholders in writing of its decision not to rebuild and the Net Proceeds of such insurance shall be applied to prepayment of rent hereunder and the Series 2013 A Bonds and the interest thereon shall become due and payable on the first payment due date following receipt of such written notice and not more than 60 days after such event. In the event that the County Commission elects to prepay Series 2013 A Bonds following such damage or destruction, it shall pay, as additional rent hereunder, any amounts required to effect such

prepayment and which may not be available from the proceeds of such insurance. Pursuant to the Ordinance and the Series 2013 A Bonds, in the event that the Series 2013 A Bonds or any part thereof are prepaid pursuant to this Section 7.01, no premium or penalty shall be applicable. In the event that the County Commission elects to repair, reconstruct or replace the damaged property, the County Commission shall promptly proceed to repair, reconstruct and replace such part of the Facilities to its original condition as far as possible. The moneys required for such repair, reconstruction and replacement shall be paid from: (i) the Net Proceeds of insurance received by reason of such occurrence which Net Proceeds shall be deposited in a reconstruction fund held by or on behalf of the Bondholders (in escrow or otherwise as acceptable to the Bondholders) and disbursed in accordance with a requisition procedure acceptable to the Bondholders; and (ii) to the extent such insurance proceeds are not sufficient, from moneys to be provided by the County Commission to the extent authorized by law and to the extent such moneys are lawfully available therefor. Notwithstanding the foregoing or anything herein to the contrary, the proceeds of any insurance award shall be invested, pending disbursement or use as provided in this Lease, as then permitted by applicable law ("Permitted Investments").

Section 7.02. Condemnation. Immediately after the commencement of any condemnation or similar proceedings by a third party in the exercise of a power of eminent domain, or a power in the nature of eminent domain which in any way affects the Facilities, the County Commission shall immediately notify the Issuer and the Bondholders in writing. The Net Proceeds of any condemnation award or other compensation paid by reason of a conveyance in lieu of the exercise of such power, with respect to the Facilities or any part or portion thereof shall be paid to the Bondholders to be held in an appropriately designated fund. The County Commission may, in its discretion, within 60 days of receipt of such condemnation award or compensation, by written notice to the Issuer and the Bondholders, elect to have such Net Proceeds or other compensation applied to prepayment of rent hereunder, in which event such proceeds shall be applied to prepayment of the Series 2013 A Bonds and the County Commission shall pay any additional amount required to effect such prepayment or the County Commission may elect to replace or restore the part or portion of the Facilities affected by such taking or conveyance, in which event the County Commission shall promptly proceed to replace or restore such part or portion of the Facilities, including any fixtures, furniture, equipment and effects, to its original usefulness and condition or a condition of at least an equivalent value immediately prior to such event, insofar as possible. The moneys required for such replacement or restoration shall be paid: (i) from the Net Proceeds of such condemnation award, or other compensation, which Net Proceeds or other compensation shall be transferred to a reconstruction fund held by or on behalf of the Bondholders (in escrow or as otherwise acceptable to the Bondholders) and disbursed in accordance with a requisition procedure acceptable to the Bondholders; and (ii) to the extent that such proceeds are not sufficient, from moneys to be provided by the County Commission, to the extent authorized by law and to the extent moneys are lawfully available therefor. Notwithstanding the foregoing, the proceeds of any condemnation award or other compensation shall be invested, pending disbursement or use as provided herein in Permitted Investments, as then permitted by applicable law.

ARTICLE VIII

**ADDITIONAL COVENANTS OF
THE LESSEE AND OTHERWISE**

Section 8.01. Maintenance of Existence. The County Commission agrees that it will do or cause to be done all things necessary to preserve and keep in full force and effect its existence.

Section 8.02. [Reserved].

Section 8.03 Books and Records. The County Commission will keep books and records of the Facilities, which shall be separate and apart from all other books, records and accounts of the County Commission, in which complete and correct entries shall be made of all transactions relating to the Facilities, and any Holder of a Bond or Series 2013 A Bonds shall have the right at all reasonable times to inspect the Facilities and all parts or portions thereof and all records, accounts and data of the County Commission relating thereto.

The accounting system for the Facilities shall follow current generally accepted accounting principles and safeguards to the extent allowed and as prescribed by applicable law. Separate control accounting records shall be maintained by the County Commission. Subsidiary records as may be required shall be kept in the manner and on the forms, books and other bookkeeping records as prescribed by the County Commission. The County Commission shall prescribe and institute the manner by which subsidiary records of the accounting system which may be installed remote from the supervision of the County Commission shall be reported to such agent of the County Commission as the County Commission shall direct.

The County Commission shall, at least once a year, cause its books, records and accounts to be audited by the West Virginia Department of Tax and Revenue, or independent certified public accountants and upon receipt of the report of such Department or independent certified public accountants, shall immediately mail such report to any Holder or Holders of Series 2013 A Bonds.

Section 8.04. No Representation by Issuer as to Condition or Suitability. The County Commission acknowledges (i) that the Issuer has acquired Title to the Facilities in connection with this Lease and that the County Commission has examined the Facilities and knows the condition thereof and accepts the same in said condition, (ii) that the Issuer has made no warranty, either express or implied, as to the condition of the Facilities or any part or portion thereof or that the Facilities will be suitable for the County Commission's purposes or needs, and (iii) that the County Commission in entering this Lease is relying solely upon its own knowledge of the Facilities.

Section 8.05. Liens and Encumbrances. The County Commission and the Issuer covenant that they will not, directly or indirectly, create, assume, incur or suffer to exist any mortgage, pledge, encumbrance, lien, security interest or charge of any kind upon the Facilities or upon any income, revenues, receipts or proceeds of the Issuer or the County

Commission in respect of the Facilities except Permitted Encumbrances and except as expressly allowed herein.

Section 8.06. County Commission Authorization. The County Commission covenants and warrants that it is duly authorized, under the Constitution and laws of the State and under all other applicable provisions of law, to execute and deliver this Lease, that all action on its part for the authorization of this Lease has been duly and effectually taken, that the Lease is and will be a valid and enforceable obligation of the County Commission in accordance with its terms and as herein set forth, and that the County Commission now has or will use its best efforts to obtain complete and lawful authority and privilege to maintain and operate the Facilities and that no consents, certificates, orders, permits, rights, franchises, registrations, licenses, exemptions, filings, approvals, authorizations, declarations or privileges of the County Commission, all of which are currently in full force and effect, will be allowed to lapse or be forfeited so long as the same shall be necessary for the operation and/or maintenance of the Facilities and that it will procure the extension or renewal of each and every permit, consent, certificate, order, right, franchise, registration, license, exemption, filing, declaration, approval, authorization or privilege so expiring and necessary or desirable for the operation and/or maintenance of the Facilities.

Section 8.07. Indemnity. To the fullest extent allowed by law and the Constitution of the State, the County Commission will pay, and will protect, indemnify and save the Issuer and the Bondholders harmless from and against any and all liabilities, losses, damages, costs and expenses (including attorneys fees and expenses of the Issuer and the Bondholders), causes of actions, suits, claims, demands, actions, proceedings and judgments of any nature arising from or caused by:

(1) Any injury to or death of any person or damage of property in or upon the Facilities, or growing out of or connected with the use, nonuse, condition or occupancy of the Facilities or a part or portion thereof; any repairs, construction or alterations and remodeling thereto or the condition of the Facilities and any equipment or facilities at any time located on the Facilities or used in connection therewith;

(2) Violation of any agreement, warranty, covenant or condition hereof, except by the Issuer;

(3) Violation of any lease, contract, agreement or restriction by or upon the County Commission relating to the Facilities, which shall have existed at the commencement of the Lease Term; and

(4) Violation of any law, ordinance, regulation, franchise or court order affecting the Facilities or a part thereof or the ownership, occupancy or use thereof.

Section 8.08. Maintenance of Security Interests, Etc. The County Commission will execute all documents, agreements and instruments, including, without limitation, financing statements provided for by the Uniform Commercial Code of the State, deemed necessary or advisable in the opinion of independent counsel for perfection of and continuance of the perfection of the liens, pledges and security interests created by this

Lease, the Deed of Trust, the Assignment or the Ordinance. However, all obligations of the County Commission under this Section 8.08 are subject to the condition that the Issuer shall execute all documents, agreements and instruments, including, without limitation, all such financing statements, required of it in the opinion of independent counsel, and will file and record all such documents, agreements and instruments executed by the County Commission and the Issuer, or cause them to be filed and recorded, and shall continue the security interests, pledges and liens of all such documents, agreements and instruments by appropriate re-filing and re-recording as specified in the opinion of independent counsel, or cause them to be so continued, for as long as any Series 2013 A Bonds shall remain outstanding.

Section 8.09. Granting of Easements. If no Event of Default under this Lease shall have happened and be continuing, the County Commission and the Issuer may at any time or times (i) grant easements, licenses, rights of way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property included in the Facilities, free from any lien or (ii) release existing easements, licenses, rights of way and other rights or privileges with respect to any property included in the Facilities, all with or without consideration and upon such terms and conditions as the County Commission and the Issuer shall determine, and the Issuer agrees that it will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangements, upon receipt by the Issuer and the Bondholders of: (a) a copy of the instrument of grant or release or of the agreement or other arrangement, (b) a written application signed by an authorized officer of the entity requesting such instrument, (c) a certificate executed by an Authorized Representative of the County Commission stating that such grant or release is not detrimental to the use of the Facilities as intended, and (d) other evidence satisfactory to the Issuer and the Bondholders that action will not materially adversely affect the value of the Facilities. Any such easement or right and the rights of such other parties thereunder shall not be affected by any termination of this Lease or default on the part of the County Commission hereunder. If no Event of Default shall have happened and be continuing, any payments or other consideration received by the County Commission for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the County Commission but, in the event of the termination of this Lease or default of the County Commission, all rights then existing of the County Commission with respect to or under such grant shall inure to the benefit of and be exercisable by the Issuer and the Bondholders. No conveyance or release effected under the provisions of this Section shall entitle the County Commission to any abatement or diminution of the rent payable hereunder.

Provided, however, that no conveyance or release effected under the provisions of this Section shall be entered into without the prior written consent of the Government.

Section 8.10. [Reserved].

Section 8.11. Continued Operation of Facilities. In the event the County Commission gives notice to the Issuer and all Bondholders of its election to exercise its option to terminate this Lease at the end of the then current Fiscal Year as provided in

Section 5.01 hereof, the County Commission covenants and agrees to use its best efforts to assign this Lease or sublease the Facilities or otherwise cause the Facilities to be operated or managed as a revenue-producing facility on substantially the same basis as provided in this Lease; provided, however, that no such assignment, sublease or management or operating agreement or contract shall be entered into without the prior written consent of the Issuer and all of the Bondholders.

ARTICLE IX

COVENANTS OF THE ISSUER

Section 9.01. Restriction on Sale, Etc. The Issuer and the County Commission acknowledge and agree that the Lease Rentals payable under this Lease are assigned and pledged as security for the Series 2013 A Bonds issued under the Issuer Ordinance and that the Issuer has entered into certain covenants with the Bondholders in the Issuer Ordinance and the Assignment which may affect the Facilities and this Lease in the event of default hereunder. The Issuer agrees that it will not, except as contemplated herein, in the Issuer Ordinance, or in the Assignment, enter into any other contract or agreement affecting this Lease, the Lease Rentals payable hereunder or the Facilities in any way or assign the same as security for any other obligations of the Issuer without the prior written consent of the County Commission and the Bondholders.

Section 9.02. Prepayment of Series 2013 A Bonds. If the County Commission is not in default hereunder and if the lawfully available moneys are sufficient to effect such prepayment, the Issuer, at the request at anytime of the County Commission, shall forthwith take all steps that may be necessary under the applicable prepayment provisions of the Issuer Ordinance and the Series 2013 A Bonds to effect prepayment of all or part of the then outstanding Series 2013 A Bonds, as may be specified by the County Commission on the earliest prepayment date on which prepayment may be made under such applicable provisions.

Section 9.03. Nature of Issuer's Covenants. The County Commission acknowledges and agrees that any obligation of the Issuer created by or arising out of this Lease shall be payable solely out of the proceeds derived from the Lease, the sale of the Series 2013 A Bonds and any insurance and condemnation award received pursuant hereto. The foregoing limitation shall not, however, preclude the County Commission from seeking injunctive relief in any court to compel the Issuer to perform any such obligation.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES THEREFOR

Section 10.01. Events of Default Defined. The following shall be "Events of Default" under this Lease and the terms Event of Default or Default shall mean any one or more of the following events:

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(A) Failure of the County Commission to pay the rent required to be paid under Section 5.02 hereof as and when due and payable; or

(B) Failure of the County Commission and/or the Issuer to perform any other covenant, condition or provision hereof and to remedy such failure within 30 days after notice thereof from the Issuer or any Bondholder to the County Commission or from any Bondholder or the County Commission to the Issuer, as the case may be; or

(C) If any representation or warranty made by the County Commission in any statement or certificate furnished to the Issuer or the Bondholders in connection with the sale of the Series 2013 A Bonds or furnished by the County Commission pursuant hereto proves untrue in any material respect as of the date of the issuance or making thereof and shall not be made good within 30 days after notice thereof to the County Commission by the Issuer; or

(D) Any judgments, writs of execution, warrants of attachment or any similar process in an aggregate amount in excess of \$1,000,000 shall be entered or filed against the County Commission or against any of its property and remains unvacated, unpaid, unbonded or unstayed for a period of 30 days; or

(E) If the County Commission admits insolvency or bankruptcy or its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee or receiver for the County Commission, or for any part of its property; or

(F) If a trustee or receiver is appointed for the County Commission or for any part of its property and is not discharged within 60 days after such appointment; or

(G) If bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors are instituted by or against the County Commission, and if instituted against the County Commission are allowed against the County Commission or are consented to or are not dismissed, stayed or otherwise nullified within 60 days after such institution;

(H) If the County Commission abandons substantially all of the Facilities (except as permitted by this Lease) for a period of 30 consecutive days;

(I) If there shall be a termination of this Lease under Section 5.01 hereof; or

(J) If there shall occur an "Event of Default" under the Issuer Ordinance, the Deed of Trust, or the Assignment.

Section 10.02. Remedies on Default. If any Event of Default shall occur and be continuing, the Issuer may, at its option and with the consent of the Bondholders, exercise any one or more of the following remedies:

(A) The Issuer may terminate this Lease by giving to the County Commission notice of the Issuer's intention so to do, in which event the Lease Term shall end, and all right, title and interest of the County Commission hereunder shall expire, on the date stated in such notice, which shall not be less than 10 days after the date of the notice by the Issuer of its intention so to terminate; or

(B) The Issuer may terminate the right of the County Commission to possession of the Facilities or any portion thereof by giving notice to the County Commission that the County Commission's right of possession shall end on the date stated in such notice, which shall not be less than 10 days after the date of notice by the Issuer of its intention so to terminate; or

(C) The Issuer may enforce the provisions of this Lease and may enforce and protect the right of the Issuer hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any other appropriate legal or equitable remedy; or

(D) The Issuer may accelerate and declare all future rent hereunder to be immediately due and payable; provided, however, that rent payable as interest on the Series 2013 A Bonds upon any such acceleration shall be limited to the interest due on the Series 2013 A Bonds until payment of the Series 2013 A Bonds and the interest thereon in full; or

(E) The Issuer may, upon written notice to the County Commission, revoke or rescind any and all rights and options of the County Commission hereunder.

Section 10.03. Right of Re-Entry. If an Event of Default shall occur, the Issuer may then or at any time thereafter re-enter and take complete and peaceful possession of the Facilities or any portion thereof, with or without process of law, and may remove all persons therefrom, and the County Commission covenants that, in any such event it will peacefully and quietly yield up and surrender the Facilities and any part or portion thereof to the Issuer.

Section 10.04. Right to Sublet or Relet. If the Issuer terminates the County Commission's right of possession pursuant to subparagraph (B) of Section 10.02, the Issuer may re-enter the Facilities or any part or portion thereof and take possession of all or any part or portion thereof (including any and all equipment and apparatus thereon), may remove any portion of the equipment, machinery or apparatus thereon not subject to a conditional sale agreement, equipment lease, or lease purchase agreement in favor of third parties, which the Issuer elects so to do, and may, except as otherwise expressly provided in the Ordinance, sublet or relet the Facilities or any part or portion thereof from time to time for all or any part of the unexpired part of the then Lease Term or for a longer period, and the Issuer may collect the rents from such reletting or subletting and apply the same, first, to the payment of the expense of re-entry and reletting, and second, to the payment of the rents payable hereunder and in the event that the proceeds from such reletting and subletting are not sufficient to pay in full the foregoing, the County Commission shall, subject to the County Commission's option to terminate this Lease at the end of the then current Fiscal Year pursuant to Section 5.01 hereof, remain and be liable therefor, and the County

Commission promises and agrees to pay the amount of any such deficiency from time to time and the Issuer may at any time and from time to time sue and recover judgment for any such deficiency or deficiencies.

Section 10.05. Damages in the Event of Termination. In the event of the termination of this Lease by the Issuer pursuant to Section 10.02 hereof, the Issuer shall be entitled to recover immediately from the County Commission, to the fullest extent allowed by law: (i) the aggregate principal amount of all Series 2013 A Bonds then outstanding; (ii) the total amount of all unpaid interest accrued or to accrue until payment of all Series 2013 A Bonds; and (iii) such amounts as will be sufficient to pay all costs and expenses, including attorneys' fees, which the Issuer and the Bondholders shall have sustained by reason of the breach of any of the covenants of this Lease other than for the payment of rent.

Section 10.06. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Issuer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 10.07. Agreement to Pay Attorneys' Fees and Expenses. In the event the County Commission should default under any of the provisions of this Lease and the Issuer or the Bondholders should employ attorneys or incur other expenses for the collection of rent or the enforcement of performance or observance of any obligation or agreement on the part of the County Commission herein contained, the County Commission agrees that it will on demand therefor pay from lawfully available funds to the Issuer or the Bondholders the reasonable fees of such attorneys and such other expenses so incurred by the Issuer or the Bondholders.

Section 10.08. No Additional Waiver Implied by One Waiver. In the event the breach of any agreement contained herein should be waived by either party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.09. Waiver of Stay or Extension Laws. The County Commission covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Lease, the Deed of Trust, the Ordinance or the Assignment; and the County Commission (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Issuer or the Bondholders, but will suffer and permit the execution of every such power as though no such law had been enacted.

Section 10.10. Remedies to be Performed by the Bondholders.
Notwithstanding any provision in this Article X to the contrary, to the extent provided in the Assignment, the Bondholders shall have any right to effect any remedy hereunder. The Issuer shall cooperate fully with the Bondholders in performing or effecting any such remedy.

ARTICLE XI

GENERAL

Section 11.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid, with proper address as indicated below. The Issuer, the County Commission, and the original Purchaser may, by written notice given by each to the others, designate any address or addresses to which notices, certificates or other communications to them shall be sent when required as contemplated hereby. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

ISSUER:

Wayne County Building Commission
700 Hendricks Street
Wayne, West Virginia 25570
Attention: Chairman

COUNTY COMMISSION:

The County Commission of Wayne County
700 Hendricks Street
Wayne, West Virginia 25570
Attention: President

PURCHASER:

United States Department of Agriculture
Rural Housing Service
1550 Earl Core Road, Suite 101
Morgantown, WV 26505
Attention: State Director

Section 11.02. Assignment of Lease. The County Commission shall not, without the prior written consent of the Issuer and all of the Bondholders, assign this Lease or any portion hereof, subject to the provisions of Section 8.11 hereof. Simultaneously with the delivery hereof, this Lease has been conditionally assigned by the Issuer pursuant to and by the Assignment to the Purchaser, and the County Commission consents to such conditional assignment by the Issuer to the Purchaser.

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PAGE 821

Section 11.03. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Issuer and the County Commission and their respective successors and permitted assigns.

Section 11.04. Severability. If any provision of this Lease, including, without limitation, the remedies granted hereunder, shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Lease contained, shall not affect the remaining portions of this Lease, or any part thereof.

Section 11.05. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State.

Section 11.06. Amendments, Changes and Modifications. Except as otherwise provided in this Lease, but only with the written consent of all the Bondholders subsequent to the issuance of the Series 2013 A Bonds and before the Ordinance and the Assignment are satisfied and discharged in accordance with their terms, this Lease may not be effectively amended, changed, modified, altered or terminated nor may any provision be waived hereunder.

Section 11.07. Survival. All covenants, representations or warranties contained herein or in any certificates delivered pursuant hereto, shall survive delivery and termination of this Lease and payment of the Series 2013 A Bonds.

Section 11.08. Execution Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the WAYNE COUNTY BUILDING COMMISSION and THE COUNTY COMMISSION OF WAYNE COUNTY have caused this Lease to be executed in their respective corporate names, and have caused their corporate seals to be hereunto affixed and attested by their respective officers thereunto duly authorized, all as of the date first above written.



[SEAL]

ATTEST:

WAYNE COUNTY BUILDING COMMISSION

By: A. Michael Perry
Its: Chairman

By: Ray Moon
Its: Secretary

THE COUNTY COMMISSION OF WAYNE COUNTY

[SEAL]

By: Robert E. Pasley
Its: President

ATTEST:

By: Genie C. Davis
Its: Clerk

The foregoing instrument was prepared by John Stump of Steptoe & Johnson PLLC, 707 Virginia Street, East, P.O. Box 1588, Charleston, West Virginia, 25326.

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PAGE 824

STATE OF WEST VIRGINIA,

COUNTY OF WAYNE, To-Wit:

The foregoing instrument was acknowledged before me this 18th
day of Sept, 2013, by Michael Perry, Chairman of the WAYNE COUNTY
BUILDING COMMISSION, a public corporation and municipal building commission, on
behalf of said public corporation.

My commission expires: Sept. 2, 2019.

[NOTARIAL SEAL]



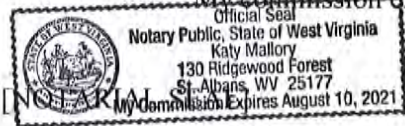
Kristy Watts
Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF WAYNE, To-Wit:

The foregoing instrument was acknowledged before me this 16th
day of September, 2013, by Robert E. Pasley, President of THE
COUNTY COMMISSION OF WAYNE COUNTY, a municipal corporation and political
subdivision of the State of West Virginia, on behalf of said municipal corporation.

My commission expires: August 10, 2021.



Katy Mallory
Notary Public

EXHIBIT A – REAL ESTATE DESCRIPTION

All that certain tract, piece or parcel of real estate, together with improvements thereon, situate in the Town of Wayne, in Wayne Independent District, Wayne County, West Virginia, more particularly bounded and described as follows:

Beginning at a railroad spike in the easterly line of Hendricks Street and in the northerly line of South Court Street; thence, leaving South Court Street and with Hendricks Street,

North 9° 19' West 82.00 feet to an "X" on the sidewalk, corner to the lands now or formerly of the Wayne County Bank (D.B. 309, Pg. 301); thence, leaving Hendricks Street and with said Bank,

North 80° 50' East 200.00 feet to a railroad spike in the westerly line of an alley; thence, leaving said Bank and with said alley,

South 80° 50' West 200.00 feet to the beginning, containing THREE HUNDRED SEVENTY-SIX THOUSANDTHS (0.376) ACRE, more or less, as surveyed by Randall E. Thompson, L.S., on March 10, 1994, and as shown on a plat of the above-described property, made by Randall E. Thompson, L.S., a copy of which plat is attached to that certain Deed recorded in the Office of the Clerk of the County Commission of Wayne County, West Virginia, in Deed Book 663, Page 426.

Being the same property conveyed to Wayne County Building Commission by Russell G. Prichard, by Deed dated April 1, 2009, recorded April 15, 2009 in the aforesaid Clerk's Office, in Deed Book 663, at Page 426.

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PAGE 825

EXHIBIT B- PERSONAL PROPERTY DESCRIPTION

All equipment, furniture, fixtures, facilities, machinery, furnishings, and other personal property, now owned and hereafter acquired, whether considered personal property or fixtures, located on, or used in connection with, the real estate described in "EXHIBIT A- REAL ESTATE DESCRIPTION" attached hereto as a part hereof.

Clerk of the Clerk of County Commission
Wayne County, West Virginia
The foregoing writing was this day presented in my
office, and thereupon together with the certificate

David C. Bland Clerk NOV 14 2013
Debra Miller Deputy

Renick C. Booth
WAYNE County 10:28:55 AM
Instrument No 3130468990
Date Recorded 11/14/2013
Document Type ASGMT/D
Pages Recorded 7
Book-Page 40-543
Recording Fee \$7.00
Additional \$6.00

LEASE ASSIGNMENT

THIS LEASE ASSIGNMENT, dated as of November 1, 2013 and effective on November 18, 2013 (the "Assignment"), by and between the WAYNE COUNTY BUILDING COMMISSION, a public corporation and building commission, organized and existing under and by virtue of the provisions of the Constitution and laws of the State of West Virginia, whose address is 700 Hendricks Street, Wayne, West Virginia 25570 (the "Issuer" or "Lessor"), and the UNITED STATES OF AMERICA, acting through the RURAL HOUSING SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE, whose address shall be 1550 Earl Core Road, Suite 101, Morgantown, West Virginia 26505 (the "Lender").

WITNESSETH:

WHEREAS, pursuant to the authority of Chapter 8, Article 33 of the West Virginia Code of 1931, as amended (the "Act"), The County Commission of Wayne County (the "County Commission") adopted an ordinance on September 22, 2008 creating the Wayne County Building Commission, a public corporation with perpetual existence and a building commission within the meaning of the Act (the "Issuer");

WHEREAS, the Issuer desires to design, acquire, construct and equip a Judicial Annex in Wayne County (the "Project") (such real estate, together with the Project, and all appurtenances thereto and all additions and improvements thereto, of every kind and nature, now or hereafter acquired or constructed, herein called the "Facilities"), and to thereafter lease the Facilities to the County Commission;

WHEREAS, the Issuer and the County Commission have jointly determined that it would be beneficial for the Issuer, the County Commission and its residents to finance such costs from proceeds of the Issuer's Lease Revenue Bonds, Series 2013 A, in the original aggregate principal amount of \$1,430,000 (the "Series 2013 A Bonds") and other moneys of the Issuer, if any;

WHEREAS, the Issuer has authorized issuance of the Series 2013 A Bonds, pursuant to an ordinance duly adopted and enacted by the Issuer on September 16, 2013, as supplemented by Supplemental Resolution duly adopted on September 16, 2013;

WHEREAS, the Lender is the original purchaser of the Series 2013 A Bonds;

WHEREAS, the Issuer has leased its interest in the Facilities to the County Commission, pursuant to an Agreement and Lease of even date herewith (the "Lease") in order to provide for and secure the payment of the principal of and interest on the Series 2013 A Bonds and to provide for the operation, maintenance and administration of the Facilities;

WHEREAS, to further secure the principal of and interest on the Series 2013 A Bonds, the Issuer intends to grant to the Lender an Assignment of the Lease, the Lease Rentals arising thereunder and all other future leases of the Facilities or any portion thereof;

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PAGE 543

WAD. BYRON
707 VIRGINIA STREET E 3TH FLOOR
CHARLESTON, WV 25301-2702

NOV 14 2013

WHEREAS, the Issuer deems this Assignment and the terms hereof proper, necessary and advisable in connection with exercising powers as provided in the Act;

WHEREAS, the execution and delivery of this Assignment and issuance of the Series 2013 A Bonds have been in all respects duly and validly authorized by ordinances concurrently enacted by the respective governing bodies of the Issuer and the County Commission (individually, the "Issuer Ordinance" and the "County Commission Ordinance," and collectively, the "Ordinance");

WHEREAS, the Issuer has found and determined, and does hereby find and determine, that this Assignment is for a public purpose of the Issuer and is necessary, proper and appropriate to accomplish the public purposes of the Act; and

WHEREAS, all things necessary to make the Series 2013 A Bonds, when authenticated and issued as in the Issuer Ordinance provided, the valid, binding and legal obligations of the Issuer according to the import thereof, and to constitute this Assignment a valid assignment of the Lease Rentals, issues and profits derived from the Lease to secure the payment of the principal of and interest on the Series 2013 A Bonds and a valid assignment of the rights of the Issuer under the Lease, all subject to the terms hereof, have been done and performed, and the creation, execution and delivery of this Assignment, and the authorization, execution, issuance and delivery of the Series 2013 A Bonds, subject to the terms thereof, have in all respects been duly authorized;

NOW, THEREFORE, the Issuer, in consideration of the foregoing, does hereby ASSIGN, TRANSFER AND SET OVER unto the Lender, its successors and assigns, all of the Issuer's right, title and interest in, to and under the Lease, and all other amendments and future leases of the premises, including all property described in EXHIBIT A - REAL ESTATE DESCRIPTION, attached hereto as a part hereof, or any portion thereof, the Lease Rentals, issues and profits payable or arising therefrom, together with all moneys and investments in any fund or account established under the Lease, until the principal of and interest on the Series 2013 A Bonds and all other fees, charges and expenses in connection therewith shall have been fully paid and satisfied or until the Lender shall be entitled to possession by order of court, operation of law or otherwise, such assignment to be subject to the following terms and conditions:

Section 1. So long as no Event of Default (as defined in the Issuer Ordinance) or default hereunder or under the Lease, shall have occurred, which shall not have been cured, the Lender will not exercise any of its rights hereunder, except to receive, use and enjoy the Lease Rentals, issues and profits from the Lease and any future leasing of the Facilities, and except as otherwise expressly provided in the Lease or in the Issuer Ordinance; provided, however, that upon the occurrence of any Event of Default or default hereunder or under the Lease, then for so long as such Event of Default or default shall continue uncured, at the option of the Lender, the Lender shall have any and all of the rights hereinafter provided, including, without limitation, the right to collect such Lease Rentals, issues and profits; provided further, that if any such Event of Default or default shall be deemed to be waived, any exercise of the foregoing option shall be deemed to be rescinded and this Assignment shall be deemed to be reinstated in the same manner and to the same extent as any such waiver under, rescission under or reinstatement of the Series 2013 A Bonds pursuant to the Issuer Ordinance.

Section 2. Subject only to the foregoing, the rights of the Lender hereunder in case of default shall be as follows:

(a) All sums collected and received by the Lender out of the Lease Rentals, issues and profits from the Lease and any other future leasing of the Facilities shall first be applied by it to the payment of: the costs of collection thereof; the costs of management, repair, upkeep and improvement of the Facilities, including all taxes, assessments, premiums for public liability insurance and other insurance premiums required to be carried, maintained and paid by the County Commission, and under the laws of the State of West Virginia. The balance, if any, shall be applied toward the payment of the Series 2013 A Bonds.

(b) The Lender may from time to time appoint such agents or employees as shall be necessary for the collection of the Lease Rentals, issues and profits and for the proper care and operation of the Facilities and dismiss same, and the Issuer hereby grants to such agents or employees so appointed full and irrevocable authority on the Issuer's behalf to manage the Facilities and to do all acts relating to such management, including among others the making of new leases in the name of the Issuer or otherwise, the alteration, assignment, subleasing or amendment of existing leases, the authorization of repairs or replacements to maintain the building or buildings and chattels situated upon the Facilities in good and tenantable condition, and making of such alterations or improvements as, in the judgment of the Lender, may be necessary to maintain or increase the income from the Facilities. The Lender shall have the sole control of such agents or employees whose remuneration shall be paid out of the Lease Rentals, issues and profits as hereinbefore provided, at the rate of compensation accepted in the community wherein the Facilities are situated, unless otherwise specified, and the Issuer, to the fullest extent allowed by law, hereby expressly releases the Lender of any liability to the Issuer for the acts of such agents and agrees that the Lender shall not be liable for its neglect (to the extent allowed by law) or for monies that come into its hands unless actually received by the Lender.

Section 3. The Issuer further agrees that nothing in this Assignment shall be construed to limit or restrict in any way the rights and powers granted to the Lender under or by the provisions of the Series 2013 A Bonds, the Issuer Ordinance, or any other instrument, agreement or document securing payment of, or otherwise executed and delivered in connection with the issuance of the Series 2013 A Bonds. The application of the Lease Rentals, issues and profits derived from leasing of the Facilities to the Series 2013 A Bonds or other purposes above mentioned shall not operate in any way to waive any default which might hereafter exist under the Series 2013 A Bonds, the Issuer Ordinance or any other instrument, agreement or document securing payment of, or otherwise executed and delivered in connection with the issuance of the Series 2013 A Bonds. The Issuer expressly agrees that the collection of such rents, issues and profits hereafter to be made shall not constitute a waiver of any default and that the Lender, by accepting this Assignment, does not hereby release any security it may hold for the Series 2013 A Bonds, or any part thereof or in any way extend the time for payment of the Series 2013 A Bonds, or any part thereof.

Section 4. This Assignment is made subject to all of the terms, covenants and conditions of the Issuer Ordinance, which are made a part hereof and incorporated herein by this reference, and in the event any provision of this Assignment conflicts with any provision of the Issuer Ordinance, the provisions of the Issuer Ordinance, shall govern, notwithstanding anything herein to the contrary.

Section 5. In the event the Series 2013 A Bonds are assigned, sold or otherwise conveyed to a registered owner other than the Lender, this Assignment shall be assigned by the Lender to such registered owner.

Section 6. This Assignment shall be binding upon the Issuer, its successors and assigns, and shall inure to the benefit of the Lender, and its successors and assigns.

Section 7. This Assignment is governed by and shall be construed in accordance with the laws of the State of West Virginia.

Section 8. References in this Assignment to any other document, agreement or instrument or documents, agreements or instruments are and shall be references to such other document, agreement or instrument, or documents, agreements or instruments as the same may from time to time be duly modified, amended, supplemented, renewed or extended in accordance with the terms hereof.

Section 9. If any provision of this Assignment, including, without limitation, the remedies granted hereunder, shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions or any constitution or statute or rule of public policy, or for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the WAYNE COUNTY BUILDING COMMISSION has caused this Assignment to be executed in its name and on its behalf and its corporate seal to be affixed and attested by its officers thereunto duly authorized, all as of the date and year first above written.

WAYNE COUNTY BUILDING COMMISSION

[SEAL]

By: A. Michael Perry
Its Chairman

ATTEST:

By: Ray Moon
Its Secretary

The foregoing instrument was prepared by John Stump of Steptoe & Johnson PLLC, 707 Virginia Street, East, P.O. Box 1588, Charleston, West Virginia, 25326.

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STATE OF WEST VIRGINIA,

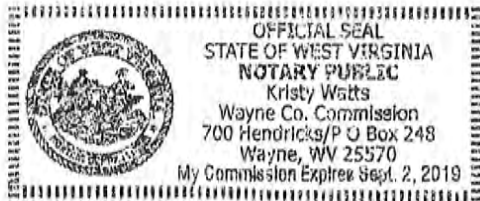
COUNTY OF WAYNE, To-Wit:

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The foregoing instrument was acknowledged before me this 18th
day of Sept., 2013, by Michael Perry, Chairman of the WAYNE COUNTY
BUILDING COMMISSION, a public corporation and building commission, on behalf of
such public corporation.

My commission expires Sept. 2, 2019.

[NOTARIAL SEAL]



Kristy Watts
Notary Public

EXHIBIT A – REAL ESTATE DESCRIPTION

All that certain tract, piece or parcel of real estate, together with improvements thereon, situate in the Town of Wayne, in Wayne Independent District, Wayne County, West Virginia, more particularly bounded and described as follows:

Beginning at a railroad spike in the easterly line of Hendricks Street and in the northerly line of South Court Street; thence, leaving South Court Street and with Hendricks Street,

North 9° 19' West 82.00 feet to an "X" on the sidewalk, corner to the lands now or formerly of the Wayne County Bank (D.B. 309, Pg. 301); thence, leaving Hendricks Street and with said Bank,

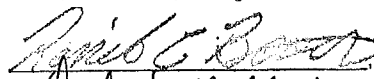
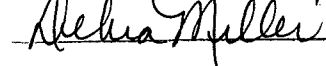
North 80° 50' East 200.00 feet to a railroad spike in the westerly line of an alley; thence, leaving said Bank and with said alley,

South 80° 50' West 200.00 feet to the beginning, containing THREE HUNDRED SEVENTY-SIX THOUSANDTHS (0.376) ACRE, more or less, as surveyed by Randall E. Thompson, L.S., on March 10, 1994, and as shown on a plat of the above-described property, made by Randall E. Thompson, L.S., a copy of which plat is attached to that certain Deed recorded in the Office of the Clerk of the County Commission of Wayne County, West Virginia, in Deed Book 663, Page 426.

Being the same property conveyed to Wayne County Building Commission by Russell G. Prichard, by Deed dated April 1, 2009, recorded April 15, 2009 in the aforesaid Clerk's Office, in Deed Book 663, at Page 426.

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Office of the Clerk of County Commission
Wayne County, West Virginia
The foregoing writing was this day presented in my
office, and thereupon together with the certificate

 Clerk
 Deputy

NOV 14 2013

Renick C. Booth
WAYNE County 10:27:09 AM
Instrument No 3130468989
Date Recorded 11/14/2013
Document Type T/H
Pages Recorded 13
Book-Page 746-51
Recording Fee \$19.00
Additional \$6.00

A CREDIT LINE DEED OF TRUST

"THIS INSTRUMENT SECURES AN OBLIGATION THAT MAY INCREASE AND DECREASE FROM TIME TO TIME"

"THIS INSTRUMENT CONTAINS AFTER ACQUIRED PROPERTY PROVISIONS"

"THIS CREDIT LINE DEED OF TRUST IS FILED FOR RECORD IN THE REAL ESTATE RECORDS AS A FIXTURE FILING PURSUANT TO WEST VIRGINIA CODE SECTION 46-9-502"

**A CREDIT LINE DEED OF TRUST, FIXTURE FILING AND
SECURITY AGREEMENT**

THIS CREDIT LINE DEED OF TRUST, FIXTURE FILING AND SECURITY AGREEMENT (the "Deed of Trust"), dated as of November 1, 2013 and effective on November 18, 2013, by and between the WAYNE COUNTY BUILDING COMMISSION, Wayne, West Virginia, a public corporation and building commission, organized and created by The County Commission of Wayne County under the laws of the State of West Virginia, whose address is 700 Hendricks Street, Wayne, West Virginia 25570, hereinafter called the "Grantor," and Robert Lewis, a resident of Monongalia County, West Virginia, being the STATE DIRECTOR of the UNITED STATES DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, whose address is Federal Building, 1550 Earl Core Road, Morgantown, West Virginia 26505-7500, hereinafter called the "Trustee."

WITNESSETH: That for and in consideration of the indebtedness and trusts hereinafter set forth and the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant and convey unto Trustee:

(A) All that certain real estate more particularly set forth and described in EXHIBIT A -, attached hereto and made a part hereof, together with all rights, privileges, easements, hereditaments, improvements and appurtenances thereunto belonging or appertaining (the "Premises");

(B) All of the right, title and interest of the Grantor in any and all buildings, improvements and fixtures of every kind, and all machinery, equipment and property owned by Grantor which are or shall be attached to, or be deemed to be fixtures and a part of, the Premises, and together also with all equipment, materials, supplies and other property of every kind or nature whatsoever, and wheresoever located, now or hereafter owned by Grantor or in which it has or shall have an interest, procured for incorporation in or to be affixed to buildings or other improvements on the

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707 VIRGINIA STREET E 8TH FLOOR
CHARLESTON, WV 25301-2702

Premises or appurtenances thereto, and all easements and rights-of-way (collectively, the "Fixtures");

(C) All equipment, furniture, facilities and other personal property of the Grantor, of every kind and nature, now owned or hereafter acquired, whether considered real property, personal property or fixtures, and proceeds thereof, located on the Premises, subject to Permitted Encumbrances (as defined in the Lease) (collectively, the "Equipment");

(D) All rentals, receipts, revenues, income and other moneys received by or on behalf of the Grantor from the ownership, leasing or operation of the Facilities (as defined in the hereinafter described Lease), including, but not limited to, insurance and condemnation proceeds with respect to the Facilities or any part or portion thereof, and all rights to receive the same (collectively, the "Gross Receipts"); and

(E) All right, title and interest of the Grantor, as lessee or sublessee, in and to any and all leases and subleases of equipment, furniture, personal property and facilities located on or used in connection with the Premises, now existing or hereafter executed by the Grantor, all of which, together with the Premises, the Equipment, the Gross Receipts and the Fixtures, shall secure the indebtedness herein described and covered by this Deed of Trust and is sometimes herein referred to collectively as the "Secured Property."

TO HAVE AND TO HOLD the Secured Property unto the Trustee and its successors in trust forever; and the Grantor does hereby covenant to and with Trustee, its successors and assigns, that the Grantor will warrant generally the Secured Property hereby conveyed; that the Grantor has the right to grant and convey the Secured Property to Trustee; that the same is free from any and all liens and encumbrances other than Permitted Encumbrances as defined in the Agreement and Lease by and between the Grantor and The County Commission of Wayne (the "County Commission") of even date herewith (the "Lease"); that Trustee shall have quiet possession thereof and that the Grantor will execute and deliver such other and further assurances of the Secured Property as may be requisite, including, but not limited to, the execution and delivery of financing statements, continuation statements and such other instruments as Trustee may require to impose the lien and security interest hereof more specifically upon any item or items of property, or rights or interests therein, covered by this Deed of Trust and Security Agreement, and will do such other and further reasonable acts as Trustee may require to carry out more effectually the purposes of this Deed of Trust and Security Agreement.

IN TRUST NEVERTHELESS to secure the repayment of the Grantor's Lease Revenue Bonds, Series 2013 A, dated November 18, 2013, in the principal amount of \$1,430,000, (the "Series 2013 A Bonds") payable to the United States of America, acting through the Rural Housing Service, United States Department of Agriculture (the "Lender") which is the maximum amount of present and future advances secured by this Deed of Trust, which shall be advanced as provided under the terms of the Lease. Each advance is secured by this Deed of Trust. This Deed of Trust also secures any and all replacements, extensions, modifications and/or renewals of the Series 2013 A Bonds, or any part thereof, however changed in form, manner or amount, and all other indebtedness of the Grantor to

Lender, at any time and from time to time arising hereunder or under the Lease or the Series 2013 A Bonds, and any and all replacements, extensions, modifications and/or renewals of any other indebtedness (all of which indebtedness, together with the interest thereon, is sometimes hereinafter collectively referred to as the "Secured Debt").

THE INDEBTEDNESS SECURED HEREBY PROVIDES FOR OBLIGATORY FUTURE ADVANCES PURSUANT TO THE TERMS OF THE LEASE AND THE SERIES 2013 A BONDS NOT TO EXCEED THE AFORESAID MAXIMUM PRINCIPAL INDEBTEDNESS OF \$1,430,000. ALL NOTICES OF LIENS OR CLAIMS AGAINST THE SECURED PROPERTY COVERED HEREBY SHALL BE SENT TO THE LENDER, AS THE PRIMARY LIENHOLDER, AT THE ADDRESS SET FORTH IN PARAGRAPH 10 HEREOF.

The Grantor, for and in the consideration aforesaid, covenants, represents, warrants and agrees as follows:

1. That it will, so long as the Secured Debt, or any part thereof, remains unpaid: (a) pay as and when due and payable all taxes, assessments, impositions and other governmental charges, fines and fees, without limitation, that may be levied or assessed against the Secured Property or any part thereof, including the buildings and improvements now situate on the Premises, or that may hereafter be erected thereon, and any improvements and additions made therein or thereto from time to time, all as provided in the Lease and subject to the terms thereof; (b) have and keep the buildings and improvements now situate on the Premises or that may hereafter be erected thereon, and all other insurable property covered by this Deed of Trust and Security Agreement, constantly insured against loss or damage by fire and such other casualties, contingencies and hazards as set forth in the Lease and subject to the terms thereof; (c) keep and maintain the Secured Property in good condition and repair and not abandon the same, or any part thereof, as provided in the Lease and subject to the terms thereof, nor commit or permit the commission of waste on or in the Secured Property, or any part thereof, or permit any building or improvement to be removed, destroyed, demolished or structurally altered in whole or in part except as permitted by the Lease, and the Grantor shall comply with all leases and subleases of any part of the Secured Property, and shall, as provided in the Lease and subject to the terms thereof, comply and cause all occupants of the Secured Property or those in possession thereof to comply, with all laws, ordinances, orders, rules, regulations and requirements relating to the use or maintenance of the Secured Property and with all requirements, directions and orders and notices of violations thereof issued by any governmental agency, body or officer; (d) permit Trustee and Lender, or their agents, to enter and inspect the Secured Property at all reasonable times; (e) pay to Trustee or Lender, upon demand, any and all sums of money, including, without limitation, all costs, expenses and reasonable attorneys' fees, which Trustee or Lender may incur or expend in any action or proceeding that may concern the Secured Property, or any part thereof or interest therein, including, without limitation, any eminent domain proceeding, or any action or proceeding to sustain the lien of this Deed of Trust, or its priority, or in defending any party thereto, or any party secured hereby, against the liens, demands or claims of title of any person, firm or corporation, asserting priority over this Deed of Trust, or asserting title adverse to the title under which Trustee holds, or in the discharge of any such liens, demands or claims, or in

connection with any action to foreclose this Deed of Trust, or to recover any indebtedness secured hereby or any other payments made on behalf of the Grantor pursuant to the Lease.

The obligation secured by this Deed of Trust is in the maximum aggregate principal amount of \$1,430,000, plus interest thereon and taxes, insurance premiums and other obligations due under the Lease, derived from the issuance by the Grantor of its \$1,430,000 principal amount of Lease Revenue Bonds, Series 2013 A, the proceeds of which will be used for the purposes of financing a portion of the costs of design, acquisition, construction and installation of a Judicial Annex located in Wayne County, West Virginia (the "Project"), and paying costs of issuance of the Series 2013 A Bonds and related costs. The Series 2013 A Bonds will be payable solely from rent payments payable to the Grantor by The County Commission of Wayne County (the "County Commission"), pursuant to the Lease, whereby the Grantor has agreed to lease the Project to the County Commission and the County Commission has agreed to make rent payments in amounts and at times sufficient to pay the principal of and interest on the Series 2013 A Bonds when due and other amounts payable thereunder. The Lease is hereby incorporated into and made a part of this Deed of Trust as if set forth in full herein.

2. In the event the Grantor fails (a) to make any payment required, or fails to comply with, perform or carry out any of the provisions of paragraphs 1 or 2 hereof, or (b) to perform any of the terms, covenants or agreements by the Grantor to be performed under the Lease or is otherwise in default under the Lease, then, and in any such event, Trustee shall have the right, without notice to or demand upon the Grantor or any other person, to make any such payment, take any such action or do any such thing as, in the exercise of Trustee's discretion, may be determined to be reasonably necessary to protect the lien and security hereof as fully and completely as if the Grantor made each and every such payment when due, and kept, complied with, performed and carried out the provisions of said paragraphs 1 and 2. Without limiting the generality of the foregoing, Trustee may, in any such event, (i) obtain the required insurance covering the Secured Property and pay the premiums thereon or pay any unpaid premiums on any insurance procured by the Grantor; (ii) pay said taxes, assessments, impositions and other governmental charges, fines and fees, together with any penalties and interest accrued thereon, and redeem the Secured Property from a tax sale if it has been sold, and shall be subrogated to the lien of the governmental body to which such payment was made; (iii) make and pay for any and all repairs which Trustee deems necessary to place or keep the Secured Property in good condition and repair; (iv) stop or mitigate waste on or in the Secured Property or any part thereof; (v) stop or prevent the removal, destruction, demolition or structural alteration of any building or improvement on the Secured Property; (vi) stop or prevent the violation of any law, ordinance, rule or regulation relating to the use or maintenance of the Secured Property or of any requirement, direction or order or notice of violation thereof issued by any governmental agency, body or officer; (vii) pay all or any part of any sum or sums of money that may be due or payable under the provisions of subparagraph (e) of paragraph 1 hereof; and (viii) pay all or any part of the leasehold payments due and payable under any leases or subleases of any of the Secured Property; and the Grantor hereby promises to pay to Trustee, upon demand, any and all sums of money paid out or expended by Trustee for any of the purposes set out in this paragraph 3, together with interest thereon from the date of payment at the rate provided in the Lease or in the Series 2013 A Bonds, and agrees that any sum or sums of money so paid by Trustee shall thereupon be and become a part of the

Secured Debt, including, without limitation, those moneys expended on behalf of the Grantor pursuant to the Lease, and shall be collectible as such, all without waiver of any right arising from the breach of or default in the performance of any warranty, covenant, condition, provision or agreement herein contained or contained in the Lease, including, without limitation, the right to enter and take possession of the Secured Property, and rent and manage the same, and the right to foreclose this Deed of Trust and Security Agreement; but nothing herein contained shall be construed as imposing any duty or obligation upon Trustee to pay any such sum or sums of money herein authorized to be paid, or to take any other action authorized hereunder.

3. Upon the occurrence of an Event of Default as defined in the Lease or default by the Grantor in any of its covenants hereunder (hereinafter collectively called an "Event of Default"), the Secured Debt shall at the option of Lender immediately become due and payable without notice to or demand on the Grantor or any other person.

4. If any one or more Events of Default shall occur and be continuing, any one or more of the following rights and remedies shall exist, any two or more of which may be exercised concurrently, and subject to general principles of equity and judicial discretion which may be applicable in appropriate circumstances:

(A) Without notice to or demand on the Grantor or any other person, Trustee may forthwith: (i) enter into and upon all of the Secured Property, or any part or portion thereof, either in person or by agent, and take possession of the Secured Property, or any part or portion thereof, without process of law, and without liability to the Grantor or other owner or owners of the Secured Property, and manage and rent the same, collect and receive the rents, issues and profits thereof (past due, due or to become due) and apply the same to the payment of the Secured Debt, after first deducting the costs and expenses incurred in managing the Secured Property and in collecting said rents, issues and profits (including, without limitation, reasonable compensation for managing the same and collecting and disbursing said rents, issues and profits accruing therefrom), and after deducting such further amount or amounts as may be necessary to pay or reimburse Trustee for any sum or sums of money paid by them, or any of them, under the provisions hereof, together with interest at the rate provided in the Lease or in the Series 2013 A Bonds to the date of payment; or (ii) have a receiver appointed by any court having jurisdiction to take charge of the Secured Property, or any part or portion thereof, and collect, receive and apply the rents, issues and profits thereof. In either case, any person or persons in possession of the Secured Property, or any part or portion thereof, shall be deemed a tenant at will and shall at once surrender such possession on demand of Trustee or a receiver. It is understood and agreed by and between the parties hereto that nothing herein contained shall be construed as a substitute for, or in derogation of, the right to foreclose this Deed of Trust or as imposing any duty or obligation upon the Trustee to take charge of the Secured Property, or any part or portion thereof, to collect said rents, issues or profit or to have a receiver appointed for such purposes.

(B) Without notice to or demand on the Grantor or any other person, Trustee may at its option declare the Secured Debt to be immediately due and payable and upon the exercise of said option the Secured Debt may be collected by proper action, foreclosure of this Deed of Trust, or any other legal or equitable proceeding.

(C) At any time after the exercise by Trustee of the option to declare the Secured Debt to be immediately due and payable, Trustee may foreclose upon and sell the Secured Property, or any part or portion thereof, at one or more successive sales, as an entirety or otherwise, as the Trustee may deem expedient, to satisfy the Secured Debt at public auction or auctions at the front door of the courthouse of the county in which the Secured Property is situate, for cash in hand on the day of sale, after first giving legally sufficient notice each of such sale by publishing such notice in a qualified newspaper of general circulation published in the county wherein the Secured Property is located or otherwise as provided by law, once a week for 2 successive weeks preceding the day of sale. Notwithstanding anything herein to the contrary, a copy of such notice shall be served on the Grantor, by certified mail, return receipt requested, directed to the address shown by the Grantor in paragraph 10 hereof or such other address given to the Trustee in writing by the Grantor subsequent to the execution and delivery hereof and shall be served by certified mail, at least 20 days prior to the sale, upon any subordinate lienholder who has previously notified the Trustee, as primary lienholder, by certified mail, at the address or addresses set forth in paragraph 10 hereof, of the existence of a subordinate lien, directed to the address of the subordinate lienholder as provided by the subordinate lienholder in the notice of existence of a subordinate lien. Any other notice or notices required or permitted by law to be given to the Grantor and/or any others in connection with such sale or sales and not properly waived shall be given to the Grantor and/or any others as provided by applicable law at the address or addresses, if applicable, set forth in paragraph 10 hereof and as otherwise provided by applicable law. In lieu of or in addition to the foregoing, the Trustee may give notice of the time, terms and place of such sale or sales in accordance with the laws in effect on the date of commencement of such foreclosure proceedings or as may otherwise be allowed by law. Out of the proceeds of such sale, Trustee shall pay, first, the actual costs and expenses of executing this trust, including any additional commission permitted by law to Trustee, or to the one so acting, as their commission hereunder; second to Trustee all moneys which it may have paid for taxes, assessments, impositions or other governmental charges, fines or fees, insurance, repairs, court costs, and all other costs and expenses incurred or paid under the provisions of this Deed of Trust, including, without limitation, reasonable attorneys' fees and legal expenses incurred by Trustee or Lender in disposing of said properties, together with interest thereon at the rate provided in the Lease or in the Series 2013 A Bonds from the date of payment; third to the Lender, its successors or assigns, the full amount due and unpaid on the Secured Debt and all other indebtedness hereby secured, together with all interest accrued

thereon to date of payment; fourth to any subordinate lienholders who may be entitled to proceeds realized pursuant to the foreclosure sale; and fifth, the balance, if any, to the Grantor, its successors or assigns, upon delivery of and surrender to the purchaser or purchasers of possession of the Secured Property less the expense, if any, of obtaining such possession, or such other parties as their interests may appear.

(D) In addition to the rights, remedies and powers hereinabove set forth, Trustee shall have as to the Secured Property and any and all other fixtures and personal property covered by this Deed of Trust, all rights, remedies and powers of a secured party under the Uniform Commercial Code of West Virginia, as the same may now be in effect or hereafter amended (the "Code").

5. As to any of such property as is personal property or fixtures subject to the Code, this instrument shall constitute a security agreement, and the Grantor does hereby grant a security interest therein to the Lender. This instrument is to be filed for record in the real estate records of Wayne County, West Virginia, so as to serve as a fixture filing pursuant to Code § 46-9-502, and is given to finance a "construction mortgage" within the meaning of Code § 46-9-334(h).

Notwithstanding the release of any property that is deemed real property or any proceedings to have released this Deed of Trust and Security Agreement or its satisfaction of record, the terms hereof shall survive as a security agreement with respect to the security interest created hereby until the repayment or satisfaction in full of the obligation of the Grantor under the Lease and the Series 2013 A Bonds. Nothing herein shall preclude Trustee from proceeding as to both real and personal property in accordance with the Trustee's rights and remedies in respect of property as provided in Article 9 of the Code.

6. The Grantor hereby waives personal service of notice of any sale made hereunder, but not any notice by mailing as prescribed in paragraph 5(C) hereof, upon it, its successors or assigns, and also waives the posting of notice of sale at the courthouse, and agrees that any sale made hereunder may be adjourned from time to time without notice other than oral proclamation of such adjournment at the time and place of sale, or at the time and place of any adjourned sale.

7. In the event that foreclosure proceedings are instituted hereunder but are not completed, Trustee shall be reimbursed for all costs and expenses incurred by them in commencing such proceedings, and, in addition, shall be entitled to, and paid, as a commission, reasonable compensation therefor; and all costs and expenses so incurred by Trustee, and such commission, together with interest thereon until paid at the rate of interest provided in the Series 2013 A Bonds, shall be payable by the Grantor on demand, and shall be and become a part of the Secured Debt and shall be collectible as such.

8. It is hereby expressly covenanted and agreed by all parties hereto that Trustee may, at any time and from time to time hereafter, without notice and with or without cause, appoint and substitute another Trustee or Trustees, corporations or persons, in place of the Trustee herein named to execute the trust herein created. Upon such appointment,

either with or without a conveyance to said substituted Trustee or Trustees by the Trustee herein named, or by any substituted Trustee in case the said right of appointment is exercised more than once, the new and substituted Trustee or Trustees in each instance shall be vested with all the rights, titles, interests, powers, duties and trusts in the premises which are vested in and conferred upon the Trustee herein named; and such new and substituted Trustee or Trustees shall be considered the successors and assigns of the Trustee who is named herein within the meaning of this instrument, and substituted in its place and stead. Each such appointment and substitution shall be evidenced by an instrument in writing which shall recite the parties to, and the book and page of record of, this Deed of Trust and Security Agreement, and the description of the Premises, which instrument, executed and acknowledged by the Grantor and recorded in the office of the Clerk of The County Commission of Wayne County, West Virginia, shall be conclusive proof of the proper substitution and appointment of such successor Trustee or Trustees, and notice of such proper substitution and appointment to all parties in interest.

9. Any notice required or permitted to be given under this Deed of Trust and Security Agreement shall, except to the extent expressly otherwise required or provided herein and except as otherwise required by applicable law, be effective upon the deposit of such notice, in writing, in the regular United States mail, certified, return receipt requested, postage paid, addressed to the party or parties to receive such notice at the following addresses or at such other address as any such party may give the other parties in the manner for giving notice herein prescribed:

TO GRANTOR:

Wayne County Building Commission
700 Hendricks Street
Wayne, West Virginia 25570
Attention: Chairman

TO COUNTY COMMISSION:

The County Commission of Wayne County
700 Hendricks Street
Wayne, West Virginia 25570
Attention: Clerk

TO TRUSTEE:

United States Department of Agriculture
Rural Development
Attn: State Director
1550 Earl Core Road, Suite 101
Morgantown, West Virginia 26505-7500

TO LENDER:

United States Department of Agriculture
Rural Development
Attn: State Director
1550 Earl Core Road, Suite 101
Morgantown, West Virginia 26505-7500

The address of the Lender set forth above shall be the address to which notice of the existence of a subordinate lien shall be mailed to the primary lienholder as hereinbefore set forth.

10. All rights and remedies herein contained shall be cumulative and not exclusive. No failure or delay of Trustee to exercise any option, right or power herein contained shall constitute a waiver of any right, power or privilege herein given or granted to Trustee, or an acquiescence therein, and a waiver by Trustee of the right to exercise any option, right or power as to any breach or default shall not constitute a waiver of the right to exercise the same option, right or power, or any other option, right or power herein contained, as to another or any continuing or subsequent breach or default.

Neither the Grantor nor any other person now or hereafter obligated for payment of all or any part of the sums now or hereafter secured by this Deed of Trust and Security Agreement shall be relieved of such obligation by reason of the failure of Trustee to comply with any request of the Grantor or of any other person so obligated to take action to foreclose on this Deed of Trust or otherwise enforce any provision of this Deed of Trust, the Lease or the Assignment or by reason of the release regardless of consideration of all or any part of the security held for the indebtedness secured by this Deed of Trust or by reason of any agreement or stipulation between any subsequent owner of the Secured Property and the Grantor extending the time of payment or modifying the terms of this Deed of Trust, and the Grantor and all such other persons shall continue to be liable to make payments according to the terms of any such agreement.

11. If all or any part of the Secured Property or an interest therein is sold or transferred by the Grantor (except as may be permitted by the Lease) without the prior written consent of the Lender, the Trustee may at the direction of the Lender, declare all sums secured by this Deed of Trust to be immediately due and payable.

12. It is further understood and agreed between the parties hereto that if any term or provision of this Deed of Trust or of the Lease or the Series 2013 A Bonds hereby secured shall contravene or be in conflict with any law of the State of West Virginia or any other applicable law or regulation, such term or provision is amended and modified to conform with such law.

13. It is further understood and agreed by and between the parties hereto that all of the representations, covenants, conditions, agreements, warranties and provisions of said parties herein contained shall extend to and bind the Grantor, its successors and assigns, and shall inure to the benefit of Trustee and Lender, and their successors and assigns.

14. Unless the context shall otherwise indicate, words importing the singular shall include the plural, words importing persons shall include firms, associations and corporations, and vice versa, words importing the masculine, feminine and neuter gender shall be deemed to include all such genders, and the terms "hereof," "hereby," "hereunder" and "herein" shall refer to this Deed of Trust.

15. This Deed of Trust may be executed in any number of counterparts, each of which shall be an original and constitute but one and the same.

THE BENEFICIARY OF THIS DEED OF TRUST AT THE TIME OF DELIVERY HEREOF, AS THE PURCHASER OF THE SERIES 2013 A BONDS, IS AS FOLLOWS:

United States Department of Agriculture
Rural Development
1550 Earl Core Road, Suite 101
Morgantown, West Virginia 26505-7500

[Remainder of Page Intentionally Blank]

WITNESS the following signatures of the authorized officers of the

Grantor:



WAYNE COUNTY BUILDING COMMISSION

By A. Michael Perry
Its Chairman

ATTEST:

By Roy Moen
Its Secretary

The foregoing instrument was prepared by John Stump of Steptoe & Johnson PLLC, 707 Virginia Street, East, P.O. Box 1588, Charleston, West Virginia, 25326.

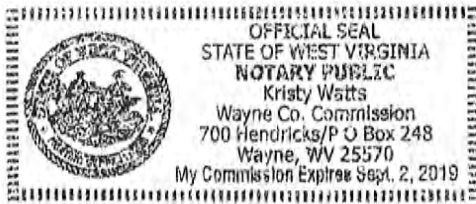
STATE OF WEST VIRGINIA,
COUNTY OF WAYNE, TO WIT:

BOOK 744
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The foregoing instrument was acknowledged before me this 18th day of Sept., 2013, by Michael Perry, Chairman of the WAYNE COUNTY BUILDING COMMISSION, Wayne, West Virginia, a public corporation and municipal building commission, on behalf of the public corporation and building commission.

My commission expires: Sept. 2, 2019.

[NOTARIAL SEAL]



Kristy Watts
Notary Public

EXHIBIT A
PROPERTY DESCRIPTION

All that certain tract, piece or parcel of real estate, together with improvements thereon, situate in the Town of Wayne, in Wayne Independent District, Wayne County, West Virginia, more particularly bounded and described as follows:

Beginning at a railroad spike in the easterly line of Hendricks Street and in the northerly line of South Court Street; thence, leaving South Court Street and with Hendricks Street,

North 9° 19' West 82.00 feet to an "X" on the sidewalk, corner to the lands now or formerly of the Wayne County Bank (D.B. 309, Pg. 301); thence, leaving Hendricks Street and with said Bank,

North 80° 50' East 200.00 feet to a railroad spike in the westerly line of an alley; thence, leaving said Bank and with said alley,

South 80° 50' West 200.00 feet to the beginning, containing THREE HUNDRED SEVENTY-SIX THOUSANDTHS (0.376) ACRE, more or less, as surveyed by Randall E. Thompson, L.S., on March 10, 1994, and as shown on a plat of the above-described property, made by Randall E. Thompson, L.S., a copy of which plat is attached to that certain Deed recorded in the Office of the Clerk of the County Commission of Wayne County, West Virginia, in Deed Book 663, Page 426.

Being the same property conveyed to Wayne County Building Commission by Russell G. Prichard, by Deed dated April 1, 2009, recorded April 15, 2009 in the aforesaid Clerk's Office, in Deed Book 663, at Page 426.

BOOK 746
PAGE 63

Clerk of the Clerk of County Commission
Wayne County, West Virginia
The foregoing writing was this day presented in my
office, and thereupon together with the certificate

Terrie C. Bower Clerk NOV 14 2013
Debra Miller Deputy

Building Commission Ordinance

**BOND AUTHORIZING
ORDINANCE OF
WAYNE COUNTY BUILDING COMMISSION**

AN ORDINANCE AUTHORIZING THE DESIGN, ACQUISITION, CONSTRUCTION AND EQUIPPING OF A JUDICIAL ANNEX AND ALL NECESSARY APPURTENANCES FOR WAYNE COUNTY BUILDING COMMISSION; THE ISSUANCE OF THE WAYNE COUNTY BUILDING COMMISSION LEASE REVENUE BONDS, SERIES 2013 A (UNITED STATES DEPARTMENT OF AGRICULTURE), IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN \$1,630,000 THE PROCEEDS OF WHICH SHALL BE EXPENDED TO FINANCE THE COSTS THEREOF AND PAYING COSTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A DEED OF TRUST, AN AGREEMENT AND LEASE, AND A LEASE ASSIGNMENT AND OTHER INSTRUMENTS AND DOCUMENTS AND APPROVING OTHER MATTERS RELATING TO THE TERMS AND SECURITY OF SUCH BONDS; DEFINING AND PRESCRIBING THE TERMS AND PROVISIONS OF THE BONDS; PROVIDING GENERALLY FOR THE RIGHTS AND REMEDIES AND SECURITIES OF THE HOLDERS OF THE BONDS; PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING WHEN THIS ORDINANCE SHALL TAKE EFFECT.

WHEREAS, The County Commission of Wayne County (the "County Commission") has, by ordinance enacted September 22, 2008, created and established the Wayne County Building Commission (the "Issuer"), a public corporation and municipal building commission, pursuant to the authority granted to it in Chapter 8, Article 33 of the West Virginia Code of 1931, as amended (the "Act");

WHEREAS, the Issuer, under the Act, has plenary power and authority to contract and be contracted with, acquire, purchase, own and hold any property, real or personal, and acquire, construct, equip, maintain and operate public buildings, structures, projects and appurtenant facilities of any type or types for which the Issuer is permitted by law to expend public funds, sell, encumber or dispose of any property, real or personal, and lease its property or any part thereof, for public purposes, to such persons and upon such terms as the Issuer deems proper;

WHEREAS, the Issuer is empowered and authorized by Chapter 8, Article 16, of the West Virginia Code of 1931, as amended, to expend public funds to establish, construct, acquire, maintain and operate public buildings and public works;

WHEREAS, the Issuer under the Act has plenary power and authority to issue negotiable bonds, notes, debentures or other evidences of indebtedness and provide for the rights of the holders thereof, incur any proper indebtedness and issue any obligations and give any security therefor which it may deem necessary or advisable in connection with exercising powers as provided in the Act;

WHEREAS, the Issuer will use a portion of the proceeds of the Series 2013 A Bonds, hereinafter defined and described, to design, acquire, construct and equip a judicial annex along with all necessary appurtenances (the "Project") (such real estate, together with the Project, and all appurtenances thereto and all additions and improvements thereto, of every kind and nature, now or hereafter acquired or constructed, herein called the "Facilities");

WHEREAS, in order to provide funds for financing a portion of the costs of the Project and to pay costs incidental to the issuance thereof, the Issuer will issue, sell and deliver its Lease Revenue Bonds, Series 2013 A, in an original aggregate principal amount not to exceed \$1,630,000 (the "Series 2013 A Bonds") to the United States of America, acting through the Rural Housing Service, United States Department of Agriculture, or such other purchaser as shall be subsequently determined by resolution of the Issuer (the "Purchaser"). Such Series 2013 A Bonds may be issued in one or more series;

WHEREAS, the Issuer will lease the Facilities to the County Commission pursuant to an Agreement and Lease (the "Lease") to be dated the Closing Date (as hereinafter defined), by and between the Issuer, as lessor, and the County Commission, as lessee;

WHEREAS, the Issuer now desires to ratify and approve the design, acquisition, construction and equipping of the Project as aforesaid, and to provide for the financing thereof by the issuance of the Series 2013 A Bonds as hereinafter provided;

WHEREAS, there have been presented to this meeting the following documents to be executed in connection with the issuance and sale of the Series 2013 A Bonds and incorporated by reference as a part hereof in substantially the forms presented to this meeting:

(1) The proposed form of a Credit Line Deed of Trust, Fixture Filing and Security Agreement (the "Deed of Trust") by the Issuer to the trustee named therein, for the benefit of the Purchaser, pursuant to which the Issuer has conveyed the Facilities in trust to the trustee, as security for the repayment of the Series 2013 A Bonds to the Purchaser;

(2) The proposed form of the Agreement and Lease;

(3) The proposed form of a Lease Assignment (the "Lease Assignment"), by the Issuer to the Purchaser, pursuant to which the Issuer has assigned the Lease and rentals thereunder to the Purchaser; and

(4) The proposed form of the Series 2013 A Bonds as set forth in this Ordinance;

WHEREAS, it appears that each of the documents, instruments and agreements referred to above is in appropriate form and is necessary and advisable in connection with exercising the powers of the Issuer as provided in the Act and otherwise is appropriate for the purposes intended;

WHEREAS, the acquisition and construction of the Project has and will continue to benefit the inhabitants of Wayne County, will provide facilities for the rendering of services currently not being adequately rendered within Wayne County and will promote the general safety, health and welfare of the citizens and residents of Wayne County and is for a public purpose of the Issuer under the Act; and

WHEREAS, the Issuer desires to take all steps necessary for the issuance of the Series 2013 A Bonds and the acquisition and construction of the Project;

NOW, THEREFORE, BE IT ORDAINED BY THE WAYNE COUNTY BUILDING COMMISSION, AS FOLLOWS:

Section 1. All capitalized terms used in this Ordinance and not otherwise defined shall have the same meanings set forth in the Lease.

Section 2. Pursuant to the Act, this Ordinance is adopted and enacted. In consideration of the acceptance of the Series 2013 A Bonds by the holders thereof, this Ordinance shall be deemed to be and shall constitute a contract between the Issuer and such holders, and the covenants and agreements set forth herein to be performed by the Issuer shall be for the equal benefit, protection and security of such holders. All capitalized terms used in this Ordinance and not otherwise defined herein shall have the meanings set forth in the Lease.

Section 3. It is hereby found and determined that, to accomplish the purposes of the Act and the findings set forth in the preambles hereof and to provide funds to finance the design, acquisition, construction and equipping of the Project and pay costs of issuance of the Series 2013 A Bonds and related costs, there are authorized, approved and ordered to be issued by the Issuer the Series 2013 A Bonds in the original aggregate principal amount of not to exceed \$1,630,000. The Series 2013 A Bonds shall be dated the date of delivery thereof (the "Closing Date"), shall be issued in one or more series as the Issuer may determine, and shall be issued in registered form, in the denomination of the principal amount thereof, payable to the order of the Purchaser. The Series 2013 A Bonds shall be for a term not to exceed 30 years from the date of Closing, and shall bear interest at a rate not to exceed 3.5% per annum from the date of delivery thereof to and including the final maturity thereof otherwise prescribed by Supplemental Resolution. The principal of and interest on

the Series 2013 A Bonds shall be payable in installments and as more particularly set forth and provided in the Series 2013 A Bonds, the form of which is set forth in Section 9 hereof.

The Series 2013 A Bonds shall be subject to prepayment or redemption at such times and at such prices, and shall be payable and have and contain such other terms, conditions and provisions, and shall be in substantially the form as set forth in Section 9 hereof. In addition to the foregoing, a revenue fund, a construction fund, and a debt service reserve fund or similar funds or accounts may be established for the Series 2013 A Bonds under the Lease.

The Series 2013 A Bonds shall be executed for the Issuer by the manual signature of the Chairman of the Issuer, and the seal of the Issuer shall be affixed or imprinted thereon and attested by the manual signature of the Secretary of the Issuer.

The Depository Bank shall be designated by Supplemental Resolution, for purposes of serving in the capacity of Depository Bank for the Series 2013 A Bonds. The Issuer may by resolution, discharge any Depository Bank and appoint a successor Depository Bank, upon giving the then current Depository Bank 30 days written notice. The Issuer may establish a revenue fund and construction fund for the Series 2013 A Bonds at the Depository Bank. The Issuer may establish a reserve account for the Series 2013 A Bonds at the Depository Bank or the West Virginia Municipal Bond Commission.

Section 4. Payment of Series 2013 A Bonds; Series 2013 A Bonds Not Subject to Defeasance. If the Issuer shall pay or there shall otherwise be paid, to the Holder of the Series 2013 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 Ordinance, then with respect to the Series 2013 A Bonds, the pledge of Lease Rentals pledged under the Assignment and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 2013 A Bonds, shall thereupon cease, terminate and become void and be discharged and satisfied.

Except through direct payment to the Holder of the Series 2013 A Bonds of the outstanding principal of and accrued interest on the Series 2013 A Bonds, the Issuer may not defease the Series 2013 A Bonds or otherwise provide for payment thereof by escrow or like manner.

Section 5. Subject to the provisions for transfer of registration set forth below, the Series 2013 A Bonds shall be and have all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but the Series 2013 A Bonds, and the right to receive the principal of and stated interest on the Series 2013 A Bonds may only be transferred by transfer of the registration of the Series 2013 A Bonds upon the books required to be kept pursuant to Section 4 hereof, by the party in whose name the Series 2013 A Bonds are registered, in person or by attorney duly authorized in writing, upon surrender of the Series 2013 A Bonds for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Registrar. No interest in the Series 2013 A Bonds shall be transferable except by means of a transfer of registration of a Bond representing such interest and

delivery of a new bond or Series 2013 A Bonds in exchange therefor in accordance with this Ordinance.

Whenever a Bond shall be surrendered for registration of transfer, the Issuer shall execute and deliver a new bond or Series 2013 A Bonds in authorized denominations, for a like aggregate principal amount. The Registrar shall require the payment by the holder of the Series 2013 A Bonds requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer, but the Issuer shall pay any other expenses incurred by the Registrar with respect to such transfer.

No registration of transfer of the Series 2013 A Bonds shall be permitted to be made after the 15th day next preceding any installment payment date on the Series 2013 A Bonds.

Section 6. The Issuer, as the Registrar for the Series 2013 A Bonds, will keep or cause to be kept at its office, sufficient books for the registration and transfer of the Series 2013 A Bonds. Upon presentation for such purpose, the Registrar shall, under such reasonable regulations as it may prescribe, register the Series 2013 A Bonds initially issued pursuant hereto and register the transfer, or cause to be registered, on such books, the transfer of the Series 2013 A Bonds as hereinbefore provided.

Section 7. Proceeds of the Series 2013 A Bonds shall be applied solely to payment of costs of the design, acquisition, construction and equipping of the Project and costs of issuance of the Series 2013 A Bonds and related costs.

Section 8. Subject to the limited sources of payment set forth in the Lease, the Issuer covenants that it will promptly pay or cause to be paid the principal of and interest on the Series 2013 A Bonds issued under this Ordinance at the place, on the dates and in the manner provided herein and in the Series 2013 A Bonds according to the true intent and meaning thereof, and will pay any other sums due hereunder. The Series 2013 A Bonds shall be secured by the Deed of Trust and a pledge of and a first lien on and a security interest in the Lease Rentals paid by the County Commission to the Issuer under the Lease, and said pledge by the Issuer to and for the benefit of the holders of the Series 2013 A Bonds, to the extent of the aggregate principal amount of the Series 2013 A Bonds and interest thereon, is hereby made and granted.

The Issuer covenants that it will do, execute, acknowledge, file, deliver and record, or cause to be done, executed, acknowledged, filed, delivered and recorded, such financing statements, security agreements, continuation statements or instruments supplemental hereto and such further acts, instruments and transfers as the holders of the Series 2013 A Bonds may reasonably require for the better assuring, pledging, perfecting, continuing, preserving and confirming unto the holders of the Series 2013 A Bonds all and singular the Facilities and the Lease Rentals pledged hereby to the payment of the principal of and interest on the Series 2013 A Bonds.

Section 9. Subject to the provisions hereof, the text of the Series 2013 A Bonds and the other details thereof shall be of substantially the following tenor, with such omissions, insertions and variations as the Chairman shall agree to, as evidenced by the execution of such Series 2013 A Bonds by such Chairman:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
WAYNE COUNTY BUILDING COMMISSION
LEASE REVENUE BOND, SERIES 2013 A

\$ _____

No. AR-1

Date: _____, 2013

FOR VALUE RECEIVED, the WAYNE COUNTY BUILDING COMMISSION (herein called the "Borrower"), promises to pay to the order of the United States of America (the "Government"), or its registered assigns, at its National Finance Office, St. Louis, Missouri 63103, or at such other place as the Government may hereafter designate in writing, the principal sum of _____ (\$ _____), plus interest on the unpaid principal balance at the rate of _____% per annum. The said principal and interest shall be paid in the following installments on the following dates: Monthly installments of interest only, commencing _____, 2013 and continuing on the _____ day of each month to and including _____, 20____ (the first 12 months after the date hereof); and thereafter monthly installments of \$ _____, covering principal and interest, beginning _____, 20____ except that the final installment shall be paid on _____, 20____ (30 years from the date of this Bond), in the sum of the unpaid principal and interest due on the date thereof, and except that prepayments may be made as provided hereinbelow. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

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

Every payment made on any indebtedness evidenced by this Bond shall be applied first to interest computed to the effective date of the payment and then to principal.

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

If the Government at any time assigns this Bond and insures the payment thereof, the Borrower shall continue to make payments to the Government as collection agent for the holder.

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

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

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

This Bond constitutes all of the Series 2013 A Bonds of an authorized issue of the Wayne County Building Commission Lease Revenue Bonds, Series 2013 A (the "Series 2013 A Bonds"), issued in the aggregate principal amount of \$_____, pursuant to Chapter 8, Article 16 of the West Virginia Code of 1931, as amended (the "Act"), and an ordinance duly enacted by the Borrower on _____, 2013 and Supplemental Resolution duly adopted on _____, 2013 (collectively, the "Ordinance"), for the purposes of financing a portion of the costs of design, acquisition, construction and equipping a _____ and related public facilities in Wayne County, West Virginia (the "Project"), and paying costs of issuance of the Series 2013 A Bonds and related costs. The Series 2013 A Bonds will be payable solely from lease rentals payable to the Borrower by The County Commission of Wayne County (the "County Commission"), pursuant to an Agreement and Lease, by and between the Borrower, as lessor, and the County Commission, as lessee, dated as of _____, 2013 (the "Lease").

The Series 2013 A Bonds are secured by and entitled to the protection of a Credit Line Deed of Trust, Fixture Filing, and Security Agreement dated as of _____, 2013 (the "Deed of Trust"), by and between the Borrower and the Trustee named therein, and a Lease Assignment, dated _____, 2013 (the "Assignment"), by and between

the Borrower and the Government. Reference is hereby made to the Deed of Trust Agreement, the Assignment, and the Lease executed and delivered in connection with the Series 2013 A Bonds for a description of the provisions, among others, with respect to the nature and extent of the security, default provisions, the rights, duties and obligations of the Borrower, the Trustee and the holders of the Series 2013 A Bonds and the terms upon which the Series 2013 A Bonds are issued.

This Bond and the interest thereon is a special and limited obligation of the Borrower and is payable solely out of the revenues or properties derived from, or in connection with the Lease, and neither the Borrower nor the County Commission shall be obligated to pay the Series 2013 A Bonds or the interest thereon, except from such sources. This Bond and any other obligations, agreements, covenants or representations contained in the Lease, the Assignment, and the Deed of Trust shall never constitute an indebtedness of the Borrower, the County Commission or the State of West Virginia within the meaning of any constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Borrower, the County Commission or the State of West Virginia. Neither shall this Bond nor the interest payable hereon be a charge against or pledge of the property, faith and credit or taxing power, if any, of the Borrower, the County Commission or the State of West Virginia. The holder of this Bond shall have no right to have taxes levied by the legislature of the State of West Virginia or the taxing authority, if any, of the Borrower or the County Commission for the payment of the principal of or interest on this Bond.

Holders of this Bond shall have no right to enforce the provisions of the Lease, the Assignment, or the Deed of Trust or to institute an action to enforce the covenants therein, or to take any action with respect to any default, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Lease, the Assignment, or the Deed of Trust. In certain events, on the conditions, in the manner and with the effect set forth in the Lease, the Assignment, or the Deed of Trust the principal of the Series 2013 A Bonds issued under the Ordinance and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Lease, Assignment, and Deed of Trust may be made only to the extent and in the circumstances permitted thereunder.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed, precedent to and in connection with the issuance of this Bond, have existed, have happened and have been performed in due time, form and manner as required by law. The issuance of this Bond and the issue of which it is a part, together with all other obligations of said Issuer, does not exceed or violate any limit prescribed by the Constitution or statutes of the State of West Virginia.

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

Registration of this Bond is transferable by the registered owner hereof in person or by his, her or its attorney duly authorized in writing, at the office of the Borrower, as

Registrar, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the Lease and upon surrender and cancellation of this Bond. Upon such transfer a new bond or Series 2013 A Bonds, of authorized denomination or denominations, for the like principal amount, will be issued to the transferee in exchange herefor.

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

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

This Bond is given as evidence of a loan to the Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act of 1965, as amended. This Bond shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the WAYNE COUNTY BUILDING COMMISSION has caused this Bond to be executed by its Chairman and its corporate seal to be hereunto affixed or imprinted hereon and attested by its Secretary, all as of the date hereinabove written.

WAYNE COUNTY BUILDING COMMISSION

[CORPORATE SEAL]

By: _____
Chairman
700 Hendricks Street
Wayne, West Virginia 25570

ATTEST:

Secretary

RECORD OF ADVANCES

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

TOTAL \$ _____

(Form of Assignment)

ASSIGNMENT

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

Dated: _____, 20 ____.

In the presence of:

Section 10. The Series 2013 A Bonds hereby authorized, together with the interest thereon and other costs incidental thereto, shall not be deemed to be and shall not constitute an indebtedness of the Issuer, but shall be special and limited obligations of the Issuer, payable solely from the Lease Rentals, revenues and moneys derived from, or in connection with, this Ordinance, the Lease and the Assignment and the funds pledged therefor. Neither the Series 2013 A Bonds nor the interest thereon, nor any other cost or charge in connection therewith, shall be a charge against or pledge of the property, faith, credit or taxing powers, if any, of the State of West Virginia, the Issuer or the County Commission, nor shall the same ever constitute an indebtedness of the State of West Virginia, the Issuer or the County Commission within the meaning of any constitutional provision or statutory limitation or constitute or give rise to a pecuniary liability of the State of West Virginia, the Issuer or the County Commission. No recourse shall be had for the payment of the principal of and interest on the Series 2013 A Bonds against any official or member of the Issuer. The holders of the Series 2013 A Bonds shall have no right to have taxes levied by the legislature of the State of West Virginia or the taxing authority, if any, of the Issuer or the County Commission for the payment of the principal of or interest on the Series 2013 A Bonds.

The Issuer hereby pledges the Lease Rentals and all revenues derived from the Lease to the payment of the Series 2013 A Bonds and the interest thereon in the manner and to the extent provided in this Ordinance, but nothing in the Series 2013 A Bonds or in this Ordinance, the Assignment or otherwise shall be considered to, nor shall, pledge any other funds or assets of the Issuer or the County Commission.

Section 11. Each of the following events is hereby declared an "Event of Default" hereunder:

(a) Failure to make payment of any installment of interest on or principal of the Series 2013 A Bonds when the same shall become due and payable; and

(b) Failure duly and punctually to observe or perform any of the covenants, conditions and agreements on the part of the Issuer contained in the Series 2013 A Bonds, in the Lease, the Assignment, the Deed of Trust or herein, or violation of or failure to observe any provision of any pertinent law.

Upon the happening of any Event of Default specified above, then, and in every such case, the Bondholders may proceed to protect and enforce their rights by an appropriate action in any court of competent jurisdiction, either for the specific performance (to the extent available) of any covenant or agreement, or execution of any power, or for the enforcement of any proper legal or equitable remedy as shall be deemed most effectual to protect and enforce such rights, and, to the fullest extent applicable, shall have all rights, remedies and powers of a secured party under the Uniform Commercial Code of West Virginia, as the same may now be in effect or hereafter amended.

Upon application by any Bondholder, such court may, upon proof of such default appoint a receiver or receiver of the Facilities and the rents, revenues, issues, earnings,

income and products of the Facilities, pending such proceedings, with such powers as the court making such appointment shall direct.

In addition, upon the happening of any Event of Default specified herein, the Bondholders may declare the entire principal amount of the Series 2013 A Bonds then outstanding hereunder and the interest accrued thereon immediately due and payable, and the said entire principal and interest shall thereupon become and be immediately due and payable, without any presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything herein to the contrary notwithstanding. Upon the happening of any Event of Default specified above or otherwise, the Bondholders shall also have each and every right and remedy provided in the Act and provided in the Lease and the Assignment, each and every one of which is cumulative and in addition to any other right or remedy given herein or therein or now or hereafter existing at law or in equity or by statute, and none of which shall be exclusive.

Section 12. The Deed of Trust, pursuant to which the Issuer will convey the Facilities in trust to the trustee therein, to secure the Purchaser in repayment of the Series 2013 A Bonds, substantially in the form submitted to this meeting, shall be and the same is hereby approved in all respects, with such changes, variations, insertions and omissions as may be approved by the Issuer. The Chairman of the Issuer shall execute, acknowledge, as necessary, and deliver the Deed of Trust with such changes, variations, insertions and omissions as may be approved by the Chairman, and the Secretary of the Issuer is hereby authorized and directed to affix the seal of the Issuer thereto and to attest the seal. The execution of the Deed of Trust by the Chairman shall be conclusive evidence of any approval required by this Section.

Section 13. The Lease, pursuant to which the County Commission will lease the Facilities from the Issuer and agree to pay as Lease Rentals (but only from the sources set forth therein) amounts sufficient to pay the principal of and interest on the Series 2013 A Bonds and any other amounts as set forth therein, substantially in the form submitted to this meeting, shall be and the same is hereby approved and accepted in all respects with such changes, variations, insertions and omissions as may be approved by the Issuer. The Chairman shall execute, acknowledge, as necessary, and deliver the Lease with such changes, variations, insertions, and omissions as may be approved by the Chairman, and the Secretary is hereby authorized and directed to affix the seal of the Issuer thereto and to attest the seal. The execution of the Lease by the Chairman shall be conclusive evidence of any approval required by this Section.

Section 14. The Assignment, substantially in the form submitted to this meeting, shall be and the same is hereby approved and accepted in all respects with such changes, variations, insertions and omissions as may be approved by the Issuer. The Chairman shall execute, acknowledge, as necessary, and deliver the Assignment with such changes, insertions, variations and omissions as may be approved by the Chairman, and the Secretary is hereby authorized and directed to affix the seal of the Issuer thereto and to attest the seal. The execution of the Assignment by the Chairman shall be conclusive evidence of any approval required by this Section.

Section 15. The Series 2013 A Bonds, substantially in the form set forth in this Ordinance, shall be and the same are hereby approved in all respects. The sale of the Series 2013 A Bonds to the Purchaser is hereby approved and the purchase price of the Series 2013 A Bonds shall be 100% of par value, there being no interest accrued thereon.

Section 16. All covenants, stipulations, obligations and agreements of the Issuer contained herein and contained in the Lease, the Deed of Trust and the Assignment shall be deemed to be the special and limited covenants, stipulations, obligations and agreements of the Issuer to the full extent permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Issuer and its successors from time to time and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreements, shall be transferred by or in accordance with law. Except as otherwise provided herein, all rights, powers and privileges conferred and duties and liabilities imposed upon the Issuer or the officials thereof by the provisions hereof and by the Lease, the Deed of Trust, the Series 2013 A Bonds and the Assignment shall be exercised or performed by the Issuer or by such officers, board or body as may be required or permitted by law to exercise such powers and to perform such duties.

No covenant, stipulation, obligation or agreement herein contained or contained in the Lease, the Deed of Trust, the Series 2013 A Bonds or the Assignment shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, agent or employee of the Issuer in his or her individual capacity and neither the members of the Issuer nor any officer executing the Series 2013 A Bonds shall be liable personally on the Series 2013 A Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 17. The Issuer hereby covenants that, so long as any of the Series 2013 A Bonds issued hereunder are outstanding, it will not issue any bonds, notes, obligations or other evidences of indebtedness with a lien on or otherwise payable from any source of payment pledged for such Series 2013 A Bonds prior to or on a parity with the lien on behalf of such Series 2013 A Bonds without the consent of the Purchaser. Nothing contained herein shall, however, prohibit the Issuer from issuing bonds, notes or other evidences of indebtedness with a lien or otherwise payable from any source not pledged for the Series 2013 A Bonds.

Section 18. The firm of Steptoe & Johnson PLLC, Charleston, West Virginia, is hereby designated as bond counsel to the Issuer in connection with the issuance of the Series 2013 A Bonds.

Section 19. This Ordinance may not be modified or amended after the Closing Date without the prior written consent of 100% of the holders of the Series 2013 A Bonds.

Section 20. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the Bondholders, the principal of and interest due or to become due thereon, at the times or in the manner stipulated therein and in this Ordinance, then the Series 2013 A Bonds shall be considered to have been paid in full pursuant hereto, and the liens, security interests and pledges hereby granted shall be deemed to be and shall be canceled and discharged; and all covenants, agreements and other obligations of the Issuer to the Bondholders shall thereupon cease, terminate and become void.

Section 21. If any one or more of the covenants, agreements or provisions hereof should be held contrary to any express provision of law or contrary to the policy of express law, although not expressly prohibited, or against public policy, or shall for any reason whatsoever be held or determined invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed severable from the remaining covenants, agreements or provisions hereof, and shall in no way affect the validity of all the other provisions hereof or the Series 2013 A Bonds.

Section 22. The execution, delivery, acceptance and/or due performance of the Series 2013 A Bonds, the Lease, the Deed of Trust and the Assignment are hereby in all respects approved, authorized, ratified and confirmed, and it is hereby ordered that the Chairman, the Secretary and other board members, officers and employees of the Issuer execute and deliver such other documents, certificates, agreements and instruments and take such other action as may be required or desirable to carry out the purposes of this Ordinance, the Series 2013 A Bonds and the aforesaid documents, agreements, instruments and certificates.

Any requirement for execution or attestation of the Series 2013 A Bonds, the Lease, the Deed of Trust, the Assignment or any certificate or other document, agreement or instrument, or affixing of the seal of the Issuer thereon, by a Chairman, President or Secretary or other officer shall mean that such Series 2013 A Bonds, Lease, Deed of Trust, Assignment, certificate or other document, agreement or instrument may be executed or attested or such seal affixed by the Vice Chairman, Vice-President, Assistant or Acting Secretary or Assistant to such other officer, notwithstanding anything herein to the contrary.

Section 23. All ordinances, orders, resolutions or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 24. 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 and enactment of this Ordinance do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State of West Virginia applicable thereto; and that the Chairman, Secretary and members of the Board were at all times when any actions in connection with this Ordinance occurred and are duly in office and duly qualified for such office.

Section 25. Upon adoption hereof, an abstract of this Ordinance, determined by the Issuer to contain sufficient information as to give notice of the contents hereof, shall be published once a week for two successive weeks within a period of fourteen consecutive days, with at least six full days intervening between each publication, in *Wayne County News*, a newspaper of general circulation in the County, together with a notice stating that this Ordinance has been adopted and that the Issuer contemplates the issuance of the Series 2013 A Bonds, and that any person interested may appear before the Issuer upon a date certain, not less than ten days subsequent to the date of the first publication of the said abstract and notice, and present protests, and that a certified copy of the Ordinance is on file in the office of the Secretary of the Issuer for review by interested parties during regular

office hours. At such hearing, all objections and suggestions shall be heard and the members of the Issuer shall take such action as they shall deem proper in the premises.

[Remainder of Page Intentionally Blank]

Section 26. This Ordinance shall take effect immediately following the public hearing hereon.

Passed on First Reading:	August 19, 2013
Passed on Second Reading:	August 26, 2013
Passed on Third and Final Reading Following Public Hearing:	September 16, 2013

WAYNE COUNTY BUILDING COMMISSION

By: 
Its Chairman

CERTIFICATION

Certified a true copy of a Conformed Ordinance duly enacted on September 16, 2013 as supplemented by Supplemental Resolution duly adopted on September 16, 2013.

Dated: November 18, 2013.

By: Ray Moon
Secretary
Wayne County Building Commission

Wayne County Building Commission
Lease Revenue Bonds, Series 2013 A
(United States Department of Agriculture)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION MAKING PROVISIONS AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE, REDEMPTION PROVISION, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE LEASE REVENUE BONDS, SERIES 2013 A OF THE WAYNE COUNTY BUILDING COMMISSION, APPROVING A CONFORMED ORDINANCE AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the Board (the "Governing Body") of the Wayne County Building Commission (the "Issuer") has duly and officially adopted and enacted a bond ordinance, on September 16, 2013 (the "Bond Ordinance"), entitled:

AN ORDINANCE AUTHORIZING THE DESIGN, ACQUISITION, CONSTRUCTION AND EQUIPPING OF A JUDICIAL ANNEX AND ALL NECESSARY APPURTENANCES FOR WAYNE COUNTY BUILDING COMMISSION; THE ISSUANCE OF THE WAYNE COUNTY BUILDING COMMISSION LEASE REVENUE BONDS, SERIES 2014 A (UNITED STATES DEPARTMENT OF AGRICULTURE), IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN \$1,630,000, THE PROCEEDS OF WHICH SHALL BE EXPENDED TO FINANCE THE COSTS THEREOF AND PAYING COSTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A DEED OF TRUST, AN AGREEMENT AND LEASE, AND A LEASE ASSIGNMENT AND OTHER INSTRUMENTS AND DOCUMENTS AND APPROVING OTHER MATTERS RELATING TO THE TERMS AND SECURITY OF SUCH BONDS; DEFINING AND PRESCRIBING THE TERMS AND PROVISIONS OF THE BONDS; PROVIDING GENERALLY FOR THE RIGHTS AND REMEDIES AND SECURITIES OF THE HOLDERS OF THE BONDS; PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

WHEREAS, the Bond Ordinance provides for the issuance of Lease Revenue Bonds, Series 2013 A, of the Issuer (the "Series 2013 A Bonds"), in an aggregate principal amount not to exceed

\$1,630,000, and has authorized the execution and delivery of the documents relating to the Series 2013 A Bonds, all in accordance with Chapter 8, Article 33 of the West Virginia Code of 1931, as amended (collectively, the "Act");

WHEREAS, the Issuer desires to amend the Bond Ordinance through this Supplemental Resolution and Conformed Ordinance (collectively, the "Bond Legislation");

WHEREAS, the Governing Body desires to redesignate the Lease Revenue Bonds, Series 2014 A (United States Department of Agriculture) as Lease Revenue Bonds, Series 2013 A (United States Department of Agriculture);

WHEREAS, the Governing Body deems it essential and desirable that this supplemental resolution (the "Supplemental Resolution") be adopted;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF WAYNE COUNTY BUILDING COMMISSION:

Section 1. The Issuer hereby approves the Conformed Ordinance attached hereto as Exhibit A.

Section 2. The Lease Revenue Bonds, Series 2014 A (United States Department of Agriculture) are hereby redesignated as Lease Revenue Bonds, Series 2013 A (United States Department of Agriculture).

Section 3. Pursuant to the Bond Ordinance and the Act, this Supplemental Resolution is adopted and there are hereby authorized and ordered to be issued the Wayne County Building Commission Lease Revenue Bonds, Series 2013 A (United States Department of Agriculture), of the Issuer, originally represented by a single Bond, numbered AR-1 in the principal amount of \$1,430,000. The Series 2013 A Bonds shall be dated the date of delivery thereof, shall bear interest at the rate of 3.5% per annum, The said principal and interest shall be paid in the following installments on the following dates: An annual interest only payment shall be made on November 18, 2014 (the first 12 months after the date of the Series 2013 A Bond); and thereafter monthly installments of \$6,550, covering principal and interest, beginning December 18, 2014 except that the final installment shall be paid on November 18, 2043 (30 years from the date of the Series 2013 A Bond), in the sum of the unpaid principal and interest due on the date thereof, and except that prepayments may be made as provided hereinbelow. All such payments to be made at the National Finance Office, St. Louis, Missouri 63103, or at such other place as the Purchaser may designate after issuance of the Series 2013 A Bonds. Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of the Issuer.

Section 4. The Chairman and the Secretary are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable in connection with the Series 2013 A Bonds hereby and by the Bond Ordinance approved and provided for, to the end that the Series 2013 A Bonds may be delivered on or about November 18, 2013, to the Purchaser. Roy Moon is hereby authorized to act as Secretary for the purposes of the Closing.

Section 5. The County Commission is authorized to act as fiscal agent with respect to the payment of invoices during construction.

Section 6. The Issuer hereby approves and accepts all contracts relating to the financing, acquisition and construction of the Project.

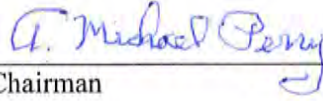
Section 7. The Issuer does hereby appoint and designate Chase Bank, Wayne, West Virginia for the purpose of serving in the capacity of Depository Bank.

Section 8. The Issuer hereby approves the Series 2013 A Bonds Reserve Account established at the West Virginia Municipal Bond Commission, Charleston, West Virginia. The Series 2013 A Bonds Reserve Account requirement is \$78,600 and will be funded with 120 monthly payments in the amount of \$655 beginning November 18, 2014.

Section 9. This Supplemental Resolution shall be effective immediately following adoption hereof.

[Remainder of Page Intentionally Blank]

Adopted this 16th day of September, 2013.


Chairman

CERTIFICATION

Certified a true copy of a Supplemental Resolution and Conformed Ordinance duly adopted by the Board of the Wayne County Building Commission on the 16th day of September, 2013.

Dated: November 18, 2013.

[SEAL]

Roy Moon
Secretary

EXHIBIT A

CONFORMED ORDINANCE

See Bond Transcript Tab 4

County Commission Ordinance

**ORDINANCE
OF
THE COUNTY COMMISSION OF WAYNE COUNTY**

AN ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF A JUDICIAL ANNEX IN WAYNE COUNTY; AUTHORIZING AND THE LEASING OF SUCH FACILITIES BY THE BUILDING COMMISSION TO THE COUNTY COMMISSION OF WAYNE COUNTY; APPROVING THE SALE, ISSUANCE AND DELIVERY OF NOT TO EXCEED \$1,630,000 LEASE REVENUE BONDS, SERIES 2013 A BY WAYNE COUNTY BUILDING COMMISSION TO PROVIDE FUNDS TO FINANCE A PORTION OF THE COSTS OF SUCH ACQUISITION AND CONSTRUCTION AND RELATED COSTS AND EXPENSES; PRESCRIBING THE FORMS AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT AND LEASE AND OTHER INSTRUMENTS AND AUTHORIZING AND APPROVING OTHER DOCUMENTS AND MATTERS RELATING TO THE TERMS AND SECURITY OF SUCH BONDS; AND PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, pursuant to the authority of Chapter 8, Article 33 of the West Virginia Code of 1931, as amended (the "Act"), The County Commission of Wayne County (the "County Commission") enacted an ordinance on September 22, 2008, creating the Wayne County Building Commission (the "Issuer"), a public corporation with perpetual existence and a municipal building commission within the meaning of the Act;

WHEREAS, the Issuer under the Act has plenary power and authority to contract and be contracted with, acquire, purchase, own and hold any property, real or personal, and acquire, construct, equip, maintain and operate public buildings, structures, projects and appurtenant facilities of any type or types for which the County Commission is permitted by law to expend public funds, sell, encumber or dispose of any property, real or personal, and lease its property or any part thereof, for public purposes, to such persons and upon such terms as the Issuer deems proper;

WHEREAS, the County Commission is empowered and authorized by Chapter 7, Article 3, Section 2 of the West Virginia Code of 1931, as amended, to expend public funds to provide necessary offices and buildings, and may, by purchase or otherwise, acquire as much land as may be requisite or desirable for county purposes, and may suitably enclose, improve and embellish the lands so acquired;

WHEREAS, the Issuer under the Act has plenary power and authority to issue negotiable bonds, notes, debentures or other evidences of indebtedness and provide for the rights of the holders thereof, incur any proper indebtedness and issue any obligations and

give any security therefor which it may deem necessary or advisable in connection with exercising powers as provided in the Act;

WHEREAS, the Issuer proposes to use a portion of the proceeds of the Series 2013 A Bonds, hereinafter defined and described, (i) to pay the costs of acquisition and construction of a judicial annex (the "Project"); and (ii) to pay certain costs of issuance and related costs. The Project, and all appurtenances thereto and all additions and improvements thereto, of every kind and nature, now or hereafter acquired or constructed, herein called the "Facilities";

WHEREAS, in order to provide funds for payment of a portion of the costs of said design, acquisition, construction and equipping of the Project, as well as costs incidental thereto, the Issuer will issue, sell and deliver its Lease Revenue Bonds, Series 2013 A, in the aggregate principal amount of not to exceed \$1,630,000 (the "Series 2013 A Bonds"), under and pursuant to the Ordinance of the Issuer (the "Issuer Ordinance"), and the provisions of the Act;

WHEREAS, the Issuer will lease the Facilities to the County Commission pursuant to an Agreement and Lease dated the date of the Series 2013 A Bonds, by and between the Issuer, as lessor, and the County Commission, as lessee (the "Lease");

WHEREAS, the Issuer will enter into: (i) a Credit Line Deed of Trust, Fixture Filing and Security Agreement dated the date of the Series 2013 A Bonds, by and between the Issuer and the trustee named therein (the "Deed of Trust"), and (ii) an Assignment dated the date of the Series 2013 A Bonds, by and between the Issuer and the United States of America, acting through the Rural Housing Service, United States Department of Agriculture (the "Lease Assignment") to further secure the payment of the principal of and interest on the Series 2013 A Bonds;

WHEREAS, the County Commission hereby consents to the issuance of the Series 2013 A Bonds and the design, acquisition, construction and equipping of the Project by the Issuer;

WHEREAS, there have been presented to this meeting the following documents executed or to be executed in connection with the issuance and sale of the Series 2013 A Bonds and the design, acquisition, construction and equipping of the Project and incorporated by reference as a part hereof in substantially the forms presented to this meeting:

- (1) The proposed form of a Deed by which the County Commission conveys the Property to the Issuer (the "Deed");
- (2) The proposed form of the Lease;
- (3) The proposed form of the Assignment;
- (4) The proposed form of the Deed of Trust; and

(5) The proposed form of the Series 2013 A Bonds.

WHEREAS, it appears that each of the instruments referred to above is in appropriate form and is an appropriate instrument for the purposes intended, including, without limitation, the financing of the Project through the issuance of the Series 2013 A Bonds at the lowest cost possible;

WHEREAS, the County Commission hereby finds and determines that the design, acquisition, construction, equipping and financing of the Project by the Issuer and the leasing thereof and the other Facilities to the County Commission is desirable and needed and will benefit the inhabitants of the County Commission and will promote the general health and welfare of the citizens and residents of the County Commission and that the Project is for a public purpose of the Issuer under the Act; and

WHEREAS, the County Commission desires to take all steps necessary for the prompt design, acquisition, construction and equipping of the Project and the financing and leasing thereof and such other Facilities to permit operation thereof as soon as feasible;

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE COUNTY COMMISSION OF WAYNE COUNTY AS FOLLOWS:

Section 1. All capitalized terms used in this Ordinance and not otherwise defined shall have the same meanings set forth in the Lease.

Section 2. Pursuant to the Lease and the Act, this Ordinance is enacted and the County Commission hereby approves the design, acquisition, construction and equipping of the Project by the Issuer at an estimated cost of not to exceed \$1,630,000 payable from proceeds of the Series 2013 A Bonds and funds of the County Commission.

Section 3. The County Commission approves the conveyance of the Property to the Issuer in accordance with the terms and provisions of the Deed, the form of which is presented to this meeting and approved hereby. The Chairman of the Issuer is authorized to execute the Deed and the Secretary is authorized to affix the seal of the Issuer thereto and to attest the seal.

Section 4. The County Commission hereby also approves the issuance and delivery of the Series 2013 A Bonds by the Issuer in the maximum aggregate principal amount of \$1,630,000 in one or more series, with such terms as are set forth in the Lease and the Issuer Ordinance and hereby further approves enactment of the ordinance of the Issuer and all such other actions of the Issuer as may be deemed necessary or advisable in authorizing the issuance of the Series 2013 A Bonds and the design, acquisition, construction and equipping of the Project.

Section 5. The Lease, pursuant to which the County Commission will lease the Facilities from the Issuer and will agree to pay as rentals (but only from the sources set forth therein) certain amounts sufficient to pay the principal of and interest on the Series 2013 A Bonds and other amounts payable thereunder, substantially in the form submitted to this meeting, shall be and the same is hereby approved in all respects. The Chairman shall

execute, acknowledge as necessary and deliver the Lease with such changes, insertions and omissions as may be approved by the Chairman, and the Secretary is hereby authorized and directed to affix the seal of the County Commission thereto and to attest the seal. The execution of the Lease by the Chairman shall be conclusive evidence of any approval required by this Section.

Section 6. The Assignment, pursuant to which the Issuer will assign unto the Government, the lease rentals and profits due under the Lease, substantially in the form submitted to this meeting, shall be and the same is hereby approved in all respects, with such changes, variations, insertions and omissions as may be approved by the Issuer. The execution of the Lease Assignment by the Chairman of the Issuer shall be conclusive evidence of any such approval.

Section 7. The Deed of Trust substantially in the form presented to this meeting, shall be and the same is hereby approved in all respects, with such changes, variations, insertions and omissions as may be approved by the Issuer. The execution of the Deed of Trust by the Chairman of the Issuer shall be conclusive evidence of any such approval.

Section 8. The Series 2013 A Bonds, substantially in the form presented to this meeting, shall be and the same are hereby approved in all respects, with such changes, variations, insertions and omissions as may be approved by the Issuer. The execution of the Series 2013 A Bonds by the Chairman of the Issuer shall be conclusive evidence of any such approval.

Section 9. The County Commission hereby approves the sale of the Series 2013 A Bonds to the United States of America, acting through the Rural Housing Service, United States Department of Agriculture (the "Purchaser"). The price of the Series 2013 A Bonds shall not exceed \$1,630,000 (100% of par value), there being no interest accrued thereon.

Section 10. The County Commission hereby accepts the duties, if requested, to act as fiscal agent for the Wayne County Building Commission during construction of the project which includes but not limited to processing of pay requests to the United States Department of Agriculture.

Section 11. The County Commission hereby approves the appointment and designation by the Issuer of the State Director of the United States Department of Agriculture, Rural Development, Morgantown, West Virginia, for the purpose of serving in the capacity of Trustee under the Deed of Trust.

Section 12. All covenants, stipulations, obligations and agreements of the County Commission contained herein and contained in the Lease shall be deemed to be the special and limited covenants, stipulations, obligations and agreements of the County Commission to the full extent permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the County Commission and its successors from time to time and upon any board or body to which any powers or duties, affecting such covenants, stipulations, obligations and agreements, shall be transferred by or

in accordance with law. Except as otherwise provided herein, all rights, powers and privileges conferred and duties and liabilities imposed upon the County Commission or the officials thereof by the provisions hereof and by the Lease shall be exercised or performed by the County Commission or by such officers, board or body as may be required or permitted by law to exercise such powers and to perform such duties.

No covenant, stipulation, obligation or agreement herein contained or contained in the Lease shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, agent or employee of the County Commission in his or her individual capacity and neither the council members of the County Commission nor any officer or employee thereof shall be liable personally on the Series 2013 A Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 13. The execution, delivery and due performance of the Deed, the Series 2013 A Bonds, the Lease, the Lease Assignment, and the Deed of Trust are hereby in all respects approved, authorized, ratified and confirmed, including all acts heretofore taken in connection with the design, acquisition, construction and equipping of the Project, the financing thereof and the leasing of the same, and it is hereby ordered that the Chairman, Secretary and other council members and officers of the County Commission execute and deliver such other documents, certificates, agreements and instruments and take such other action as may be required or desirable to carry out the purposes of this Ordinance, the Series 2013 A Bonds and the aforesaid instruments.

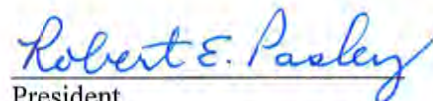
Section 14. All ordinances, orders, resolutions or parts thereof in conflict with the provisions of this Ordinance, are, to the extent of such conflict, hereby repealed.

Section 15. Upon adoption hereof, an abstract of this Ordinance, determined by the County Commission to contain sufficient information as to give notice of the contents hereof, shall be published once a week for two successive weeks within a period of fourteen consecutive days, with at least six full days intervening between each publication, in the Herald-Dispatch, a newspaper published and of general circulation in Wayne County, West Virginia, together with a notice stating that this Ordinance has been adopted, and that any person interested may appear before the County Commission upon a date certain, not less than ten days subsequent to the date of the first publication of the said abstract and notice, and present comments, suggestions and protests, and that a certified copy of the Ordinance is on file in the office of the Clerk of the County Commission for review by interested parties during regular office hours. At such hearing, all objections and suggestions shall be heard and the members of the County Commission shall take such action as they shall deem proper in the premises.

[Remainder of Page Intentionally Blank]

Section 16. This Ordinance shall become effective following public hearing.

Passed on First Reading:	August 19, 2013
Passed on Second and Final Reading	August 26, 2013
Following Public Hearing Held and Effective on:	September 16, 2013

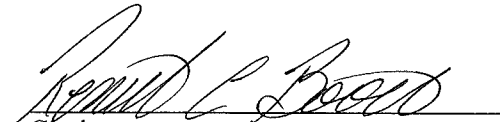

President

CERTIFICATION

Certified a true copy of a Conformed Ordinance duly enacted on September 16, 2013 as supplemented by Supplemental Resolution duly adopted on September 16, 2013.

Dated: November 18, 2013.

[SEAL]


Clerk

County Commission Supplemental Resolution

Wayne County Building Commission
Lease Revenue Bonds, Series 2013 A
(United States Department of Agriculture)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION APPROVING A CONFORMED
ORDINANCE AND MAKING OTHER PROVISIONS AS TO THE
BONDS.

WHEREAS, The County Commission of Wayne County (the "County Commission") has duly and officially adopted and enacted an ordinance, on September 16, 2013 (the "Ordinance"), entitled:

AN ORDINANCE AUTHORIZING THE ACQUISITION AND
CONSTRUCTION OF A JUDICIAL ANNEX IN WAYNE COUNTY;
AUTHORIZING AND THE LEASING OF SUCH FACILITIES BY
THE BUILDING COMMISSION TO THE COUNTY COMMISSION
OF WAYNE COUNTY; APPROVING THE SALE, ISSUANCE AND
DELIVERY OF NOT TO EXCEED \$1,630,000 LEASE REVENUE
BONDS, SERIES 2014 A BY WAYNE COUNTY BUILDING
COMMISSION TO PROVIDE FUNDS TO FINANCE A PORTION
OF THE COSTS OF SUCH ACQUISITION AND CONSTRUCTION
AND RELATED COSTS AND EXPENSES; PRESCRIBING THE
FORMS AND AUTHORIZING THE EXECUTION AND DELIVERY
OF AN AGREEMENT AND LEASE AND OTHER INSTRUMENTS
AND AUTHORIZING AND APPROVING OTHER DOCUMENTS
AND MATTERS RELATING TO THE TERMS AND SECURITY OF
SUCH BONDS; AND PROVIDING FOR CERTAIN OTHER
MATTERS IN CONNECTION THEREWITH.

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

WHEREAS, the Ordinance in order to provide funds for payment of a portion of the costs of said design, acquisition, construction and equipping of the Project, as well as costs incidental thereto, the Issuer will issue, sell and deliver its Lease Revenue Bonds, Series 2014 A, in the aggregate principal amount of not to exceed \$1,630,000 (the "Series 2014 A Bonds"), under and pursuant to the Ordinance of the Issuer (the "Issuer Ordinance"), and the provisions of the Act;

WHEREAS, the Ordinance provides for the issuance of Lease Revenue Bonds, Series 2014 A, of the Wayne County Building Commission, in an aggregate principal amount not to exceed \$1,630,000, and has authorized the execution and delivery of the documents relating to the Series

2014 A Bonds, all in accordance with Chapter 8, Article 33 of the West Virginia Code of 1931, as amended (collectively, the “Act”);

WHEREAS, the Series 2014 A Bonds will not be issued in 2014 but will be issued in 2013;

WHEREAS, the Issuer desires to amend the Ordinance through this Supplemental Resolution and Conformed Ordinance (collectively, the “Bond Legislation”);

WHEREAS, the Governing Body desires to redesignate the Lease Revenue Bonds, Series 2014 A (United States Department of Agriculture) as Lease Revenue Bonds, Series 2013 A (United States Department of Agriculture);

WHEREAS, the Governing Body deems it essential and desirable that this supplemental resolution (the “Supplemental Resolution”) be adopted;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF WAYNE COUNTY AS FOLLOWS:

Section 1. The County Commission hereby approves the Conformed Ordinance attached hereto as Exhibit A.

Section 2. The Lease Revenue Bonds, Series 2014 A (United States Department of Agriculture) are hereby redesignated as Lease Revenue Bonds, Series 2013 A (United States Department of Agriculture).

Section 3. This Supplemental Resolution shall be effective immediately following adoption hereof.

[Remainder of Page Intentionally Blank]

Adopted this 16th day of September, 2013.

Robert E. Pasley
President

CERTIFICATION

Certified a true copy of a Supplemental Resolution and Conformed Ordinance duly adopted by the County Commission Wayne County on the 16th day of September, 2013.

Dated: November 18, 2013.

[SEAL]

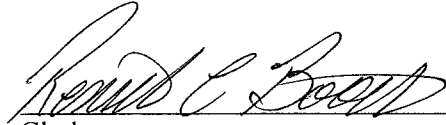

Clerk

EXHIBIT A

CONFORMED ORDINANCE

See Bond Transcript Tab 6

Wayne County Building Commission
Lease Revenue Bonds, Series 2013 A
(United States Department of Agriculture)

RECEIPT FOR BONDS

The undersigned, duly authorized representative of the United States Department of Agriculture, Rural Housing Service, for and on behalf of the United State of America (the "Purchaser"), hereby certifies as follows:

1. On the 18th day of November, 2013, at Wayne, West Virginia, the undersigned received for the Purchaser the single, fully registered Wayne County Building Commission Lease Revenue Bonds, Series 2013 A, No. AR-1 (the "Series 2013 A Bonds"), in the principal amount of \$1,430,000, dated the date hereof, bearing interest at the rate of 3.5% per annum payable in monthly installments as stated in the Bonds.

2. At the time of such receipt, the Series 2013 A Bonds have been executed and sealed by the designated officials of the Wayne County Building Commission (the "Issuer").

3. At the time of such receipt, there was paid to the Issuer the sum of \$75,314.50, being a portion of the principal amount of the Series 2013 A Bonds. Further advances of the balance of the principal amount of the Series 2013 A Bonds will be paid as design, acquisition, construction and equipping of the Project progresses.

4. At the time of such receipt, the undersigned also received three sets of bond transcript documents.

WITNESS my signature on this 18th day of November, 2013.

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL HOUSING SERVICE

By:


Authorized Representative

WAYNE COUNTY BUILDING COMMISSION
\$1,430,000 LEASE REVENUE BONDS, SERIES 2013 A
(UNITED STATES DEPARTMENT OF AGRICULTURE)

RECEIPT OF DEPOSITORY BANK

The undersigned duly authorized representative of JP Morgan Chase Bank, N.A., Wayne, West Virginia (the "Bank"), hereby certifies that on November 18, 2013, the Bank received an automated transfer in the amount of \$75,314.50 to the credit of the Series 2013 A Bonds Construction Fund, Account Number 511622735.

WITNESS my signature on this 18th day of November, 2013.

JP MORGAN CHASE BANK, N.A.

By: 
Its: Authorized Officer

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
WAYNE COUNTY BUILDING COMMISSION
LEASE REVENUE BOND, SERIES 2013 A

\$1,430,000

No. AR-1

Date: November 18, 2013

FOR VALUE RECEIVED, the WAYNE COUNTY BUILDING COMMISSION (herein called the "Borrower"), promises to pay to the order of the United States of America (the "Government"), or its registered assigns, at its National Finance Office, St. Louis, Missouri 63103, or at such other place as the Government may hereafter designate in writing, the principal sum of ONE MILLION FOUR HUNDRED THIRTY THOUSAND DOLLARS (\$1,430,000), plus interest on the unpaid principal balance at the rate of 3.5% per annum. The said principal and interest shall be paid in the following installments on the following dates: An annual interest only payment shall be made on November 18, 2014 (the first 12 months after the date hereof); and thereafter monthly installments of \$6,550, covering principal and interest, beginning December 18, 2014 except that the final installment shall be paid on November 18, 2043 (30 years from the date of this Bond), in the sum of the unpaid principal and interest due on the date thereof, and except that prepayments may be made as provided hereinbelow. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

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

Every payment made on any indebtedness evidenced by this Bond shall be applied first to interest computed to the effective date of the payment and then to principal.

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

If the Government at any time assigns this Bond and insures the payment thereof, the Borrower shall continue to make payments to the Government as collection agent for the holder.

While this Bond is held by an insured lender, prepayments as above authorized made by the Borrower may, at the option of the Government, be remitted by the Government to the holder promptly

or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of every payment made by the Borrower, except payments retained and remitted by the Government on an annual installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by the Borrower and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

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

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

This Bond constitutes all of the Series 2013 A Bonds of an authorized issue of the Wayne County Building Commission Lease Revenue Bonds, Series 2013 A (the "Series 2013 A Bonds"), issued in the aggregate principal amount of \$1,430,000, pursuant to Chapter 8, Article 16 of the West Virginia Code of 1931, as amended (the "Act"), and an ordinance duly enacted by the Borrower on September 16, 2013 and Supplemental Resolution and Conformed Ordinance duly adopted on September 16, 2013 (collectively, the "Ordinance"), for the purposes of financing a portion of the costs of design, acquisition, construction and equipping a Judicial Annex and related public facilities in Wayne County, West Virginia (the "Project"), and paying costs of issuance of the Series 2013 A Bonds and related costs. The Series 2013 A Bonds will be payable solely from lease rentals payable to the Borrower by The County Commission of Wayne County (the "County Commission"), pursuant to an Agreement and Lease, by and between the Borrower, as lessor, and the County Commission, as lessee, dated as of November 1, 2013 (the "Lease").

The Series 2013 A Bonds are secured by and entitled to the protection of a Credit Line Deed of Trust, Fixture Filing, and Security Agreement dated as of November 1, 2013 (the "Deed of Trust"), by and between the Borrower and the Trustee named therein, a Lease Assignment, dated November 1, 2013 (the "Assignment"), by and between the Borrower and the Government, and from monies in the reserve account created under the Ordinance (the "Reserve Account"). Reference is hereby made to the Deed of Trust Agreement, the Assignment, and the Lease executed and delivered in connection with the Series 2013 A Bonds for a description of the provisions, among others, with respect to the nature and extent of the security, default provisions, the rights, duties and obligations of the Borrower, the Trustee and the holders of the Series 2013 A Bonds and the terms upon which the Series 2013 A Bonds are issued.

This Bond and the interest thereon is a special and limited obligation of the Borrower and is payable solely out of the revenues or properties derived from, or in connection with the Lease, and neither

the Borrower nor the County Commission shall be obligated to pay the Series 2013 A Bonds or the interest thereon, except from such sources. This Bond and any other obligations, agreements, covenants or representations contained in the Lease, the Assignment, and the Deed of Trust shall never constitute an indebtedness of the Borrower, the County Commission or the State of West Virginia within the meaning of any constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Borrower, the County Commission or the State of West Virginia. Neither shall this Bond nor the interest payable hereon be a charge against or pledge of the property, faith and credit or taxing power, if any, of the Borrower, the County Commission or the State of West Virginia. The holder of this Bond shall have no right to have taxes levied by the legislature of the State of West Virginia or the taxing authority, if any, of the Borrower or the County Commission for the payment of the principal of or interest on this Bond.

Holders of this Bond shall have no right to enforce the provisions of the Lease, the Assignment, or the Deed of Trust or to institute an action to enforce the covenants therein, or to take any action with respect to any default, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Lease, the Assignment, or the Deed of Trust. In certain events, on the conditions, in the manner and with the effect set forth in the Lease, the Assignment, or the Deed of Trust the principal of the Series 2013 A Bonds issued under the Ordinance and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Lease, Assignment, and Deed of Trust may be made only to the extent and in the circumstances permitted thereunder.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed, precedent to and in connection with the issuance of this Bond, have existed, have happened and have been performed in due time, form and manner as required by law. The issuance of this Bond and the issue of which it is a part, together with all other obligations of said Issuer, does not exceed or violate any limit prescribed by the Constitution or statutes of the State of West Virginia.

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

Registration of this Bond is transferable by the registered owner hereof in person or by his, her or its attorney duly authorized in writing, at the office of the Borrower, as Registrar, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the Lease and upon surrender and cancellation of this Bond. Upon such transfer a new bond or Series 2013 A Bonds, of authorized denomination or denominations, for the like principal amount, will be issued to the transferee in exchange herefor.

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

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

This Bond is given as evidence of a loan to the Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act of 1965, as amended. This Bond shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the WAYNE COUNTY BUILDING COMMISSION has caused this Bond to be executed by its Chairman and its corporate seal to be hereunto affixed or imprinted hereon and attested by its Secretary, all as of the date hereinabove written.

WAYNE COUNTY BUILDING COMMISSION

[CORPORATE SEAL]

By:


A. Michael Perry

Chairman
700 Hendricks Street
Wayne, West Virginia 25570

ATTEST:


Secretary

RECORD OF ADVANCES

<u>AMOUNT</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>DATE</u>
(1) \$75,314.50	11/18/2013	(19)	
(2)		(20)	
(3)		(21)	
(4)		(22)	
(5)		(23)	
(6)		(24)	
(7)		(25)	
(8)		(26)	
(9)		(27)	
(10)		(28)	
(11)		(29)	
(12)		(30)	
(13)		(31)	
(14)		(32)	
(15)		(33)	
(16)		(34)	
(17)		(35)	
(18)		(36)	

TOTAL \$ _____

(Form of Assignment)

ASSIGNMENT

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

Dated: _____, 20____.

In the presence of:



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

Writer's Contact Information

November 18, 2013

Wayne County Building Commission
Lease Revenue Bonds, Series 2013 A
(United States Department of Agriculture)

Wayne County Building Commission
Wayne, West Virginia

United States Department of Agriculture
Morgantown, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by the Wayne County Building Commission, in Wayne County, West Virginia (the "Issuer"), of its \$1,430,000 Lease Revenue Bonds, Series 2013 A, dated November 18, 2013 (the "Series 2013 A Bonds"), pursuant to Chapter 8, Article 33 of the West Virginia Code of 1931, as amended (the "Act"), an ordinance of the Issuer finally enacted September 16, 2013, as supplemented by Supplemental Resolution duly adopted on September 16, 2013 (collectively, the "Ordinance"), and a Agreement and Lease dated November 1, 2013, by and between the Issuer and The County Commission of Wayne County (the "Lease"). All capitalized terms used herein and not defined herein shall have the same meanings as set forth in the Lease or in the Ordinance when used herein. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

The Issuer and The County Commission of Wayne County (the "Lessee") have entered into an Agreement and Lease dated November 1, 2013, pursuant to which the Issuer has agreed to lease the Facilities to the Lessee and pursuant to which the Lessee has agreed to make rental payments in amounts and at times sufficient to pay the principal of and interest on the Series 2013 A Bonds when due and other amounts payable thereunder. The Series 2013 A Bonds are additionally secured by a Credit Line Deed of Trust, Fixture Filing and Security Agreement dated November 1, 2013 (the "Deed of Trust"), by and between the Issuer and the trustee thereunder, and a Lease Assignment dated November 1, 2013 (the "Assignment"), by and between the Issuer and the United States of America, acting through the Rural Housing Service, United States Department of Agriculture (the "Purchaser").

As to questions of fact material to our opinion, we have relied solely upon the covenants, representations and warranties of the Issuer and the Lessee, the certified proceedings and other certifications of public officials furnished to us, and certifications furnished to us by the Issuer, the Lessee and others without undertaking to verify the same by independent investigation. We have assumed the genuineness of signatures on original documents and the conformity to original documents of all copies submitted to us as certified, conformed or photographic copies, and as to certificates of public officials, we have assumed the same to have been properly given and to be accurate.

No opinion is expressed herein as to title matters (and compliance by the Issuer and/or the Lessee with certain zoning, land use and related laws), including the recording of the Deed of Trust and any filing under the Uniform Commercial Code.

Based upon the foregoing and subject to the matters hereinafter set forth, we are of the opinion, under existing law, as follows:

1. The Issuer is duly created and validly existing as a public corporation and building commission under the laws of the State of West Virginia with corporate power to adopt and enact the Ordinance and enter into the Lease, the Lease Assignment, and the Deed of Trust and Security Agreement, perform the agreements on its part contained therein and issue the Series 2013 A Bonds.

2. The Ordinance has been duly adopted and enacted by the Issuer.

3. The Lease, the Lease Assignment, and the Deed of Trust and Security Agreement have been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties thereto, and subject to the limitations set forth in paragraph 8 hereof, constitute valid and binding obligations of the Issuer enforceable upon the Issuer in accordance with their respective terms.

4. The Lease and the Assignment create a valid lien on the funds pledged by the Lease and the Assignment for the security of the Series 2013 A Bonds, subject to the terms of the Lease and the Assignment.

5. The Series 2013 A Bonds have been duly authorized, executed and delivered by the Issuer and are valid and binding special and limited obligations of the Issuer, payable solely from the sources provided therefor in the Lease.

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

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

8. It is to be understood that the rights of the holders of the Series 2013 A Bonds and the enforceability of the Series 2013 A Bonds, the Ordinance, the Lease, the Assignment and the Deed of Trust Agreement and the liens and pledges set forth therein may be subject to and limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases and that certain remedies under the Ordinance, the Lease, the Assignment, and the Deed of Trust, including, without limitation, foreclosure sale pursuant to a power of sale, may be limited by public policy or such judicial discretion.

We have examined the executed Series 2013 A Bonds and in our opinion, the Series 2013 A Bonds are in proper form and have been duly executed.

Very truly yours,



STEPTOE & JOHNSON PLLC

946640.00003

November 18, 2013

Wayne County Building Commission
Lease Revenue Bonds, Series 2013 A
(United States Department of Agriculture)

Wayne County Building Commission
Wayne, West Virginia

Steptoe & Johnson PLLC
Charleston, West Virginia

Ladies and Gentlemen:

We have served as counsel to the Wayne County Building Commission, Wayne, West Virginia (the "Issuer") in connection with the issuance and delivery of its \$1,430,000 Lease Revenue Bonds, Series 2013 A (the "Series 2013 A Bonds"), dated November 18, 2013, and issued pursuant to an ordinance of the Issuer enacted September 16, 2013, as supplemented by the Supplemental Resolution duly adopted September 16, 2013 (collectively, the "Ordinance"), and in that capacity we have examined the following:

1. The Ordinance, authorizing and approving, among other things, the following: Agreement and Lease dated as of November 1, 2013, pursuant to which the Issuer has agreed to lease the Facilities to The County Commission of Wayne County (the "Lessee") and pursuant to which the Lessee has agreed to make rental payments in amounts and at times sufficient to pay the principal of and interest on the Series 2013 A Bonds when due and other amounts payable thereunder; a Credit Line Deed of Trust, Fixture Filing and Security Agreement dated as of November 1, 2013 (the "Deed of Trust"), by and between the Issuer and the trustee thereunder, and a Lease Assignment dated November 1, 2013 (the "Assignment"), by and between the Issuer and the United States Department of Agriculture.

In rendering the opinions expressed below, we have assumed and have not verified that the signatures on all documents which we have examined are genuine and that the Lease, the Assignment, and the Deed of Trust have been duly authorized, executed and delivered by the other parties thereto. We have further relied on certifications of certain public officers as to matters set forth herein. All capitalized terms used herein and not defined herein shall have the same meanings as set forth in the Lease and the Ordinance when used herein.

As to questions of fact material to my opinion, we have relied solely upon the representations, statements, warranties and certifications by or on behalf of, and the compliance with covenants by, the Issuer, and others, and the certified proceedings and other certifications of public officials furnished to us, in each case without undertaking any independent verification. We have further assumed that all representations, certificates, warranties and other writings dated prior to or on the date hereof upon which we have relied continue to remain accurate in all material respects as of the date hereof.

Based upon the foregoing and upon such other information and documents furnished to us and upon such examination as we believe necessary to enable us to render this opinion, we are of the opinion, under existing law and as of the date hereof, that:

1. The Issuer is a public corporation and building commission and is a political subdivision of the State, duly organized and created by The County Commission of Wayne County under the laws of the State of West Virginia (the "State").

2. The Ordinance was duly adopted and enacted at meetings of the Issuer which were duly called and held pursuant to law, with all public notice required by law, at which a quorum was present and acting throughout.

3. The Ordinance is in full force and effect and has not been amended, modified, repealed or rescinded since enactment.

4. The Issuer has the full legal right, power and authority to design, acquire, construct, equip and lease the Project, to enter into the Lease, the Assignment, and the Deed of Trust and consummate the transactions contemplated thereby, to issue the Series 2013 A Bonds and to use the proceeds of the Series 2013 A Bonds as provided for in and pursuant to the Ordinance and the Lease.

5. The Lease, the Assignment, the Deed of Trust and the Series 2013 A Bonds, and the consummation of the transactions contemplated thereby, have been duly and validly authorized by all necessary action, have been duly executed, issued and delivered by the Issuer.

6. This will confirm that, to our knowledge there is no litigation, action, suit, proceeding, order, claim, counterclaim, arbitration, inquiry or investigation, at law or in equity or before or by any court, public board or body, pending or threatened, or any order, judgment or decree in progress, against or affecting the Issuer, to restrain, prohibit or enjoin the issuance, execution or delivery of the Series 2013 A Bonds, the collection of revenues pledged under the Lease and Assignment or the execution, delivery or performance by the Issuer of its obligations under the Ordinance, the Lease, the Assignment or the Deed of Trust, in any way contesting or affecting the design, acquisition, construction and equipping of the Project, any authority for the Project or the issuance of the Series 2013 A Bonds, the adoption and enactment of the Ordinance or the execution and delivery of the Lease, the Assignment or the Deed of Trust or the validity or enforceability of the Series 2013 A Bonds, the Lease, the Assignment, the Ordinance or the Deed of Trust, or in any way contesting the existence or powers of the Issuer or the titles of the officers of the Issuer to their respective offices or with respect to the design, acquisition, construction and equipping of the Project or the issuance of the Series 2013 A Bonds or the security therefor.

7. To our knowledge but without independent investigation, the execution and delivery of the Series 2013 A Bonds, the Lease, the Assignment, and the Deed of Trust by the Issuer, the compliance with and performance by the Issuer of its obligations thereunder and under the Ordinance and the consummation of the transactions contemplated therein, under the circumstances contemplated thereby, do not and will not, with or without the giving of notice or passage of time, or both, in any material respect, result in a default under or result in the creation of any lien, charge or encumbrance (other than under the Deed of Trust, the Lease, the Assignment, the Series 2013 A Bonds and the Ordinance) pursuant to any other lease, by-law, note, bond, indenture, mortgage, contract or agreement or other document or instrument known to us as of the date hereof and to which the Issuer is a party or by which it or its property may be bound or affected.

8. All approvals, consents, exemptions, permits, licenses, orders, certificates, franchises, authorizations, rights and privileges, and all declarations, filings, payments, reports, notices, statements, papers and registrations, necessary for the adoption and enactment of the Ordinance, the issuance and sale of the Series 2013 A Bonds and the execution and delivery by the Issuer of the Ordinance, the Lease, the Assignment or the Deed of Trust have been obtained, received, made and/or submitted. We express no opinion as to the existence of or compliance with the terms and conditions of any authorizations, consents, certificates, permits, licenses, approvals, exemptions, filings, orders, franchises, rights, privileges, declarations, payments, reports, notices, statements, papers and registrations or reviews necessary for the design, construction or operation of the Project, or otherwise necessary in connection with the foregoing, or heretofore or hereafter obtained or effected, or the ability to obtain or maintain, subsequent to the date hereof, any authorizations, approvals, consents, certificates, licenses, exemptions, filings, orders, franchises, rights, privileges, declarations, payments, reports, notices, statements, papers and registrations or permits which may be required to perform any party's obligations under the documents described in this opinion or to operate their respective facilities or businesses as contemplated.

9. It is to be understood that the rights of the holders of the Series 2013 A Bonds and the enforceability of the Series 2013 A Bonds, the Ordinance, the Lease, the Assignment, and the Deed of Trust and the liens and pledges set forth therein may be subject to and limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases and that certain remedies under the Ordinance, the Lease, the Assignment, and the Deed of Trust, including, without limitation, foreclosure sale pursuant to a power of sale, may be limited by public policy or such judicial discretion.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Huddleston Bolen LLP", is written over a faint, larger version of the same text.

HUDDLESTON BOLEN LLP



THOMAS M. PLYMALE
Prosecuting Attorney

OFFICE OF
PROSECUTING ATTORNEY
WAYNE COUNTY

P. O. BOX 758
ROOM 206 COURTHOUSE
WAYNE, WEST VIRGINIA 25570-0758
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JASON J. FRY
Assistant

SCOTT D. MADDOX
Assistant

SEAN M. MAYNARD
Assistant

GARY L. MICHELS
Assistant

November 13, 2013

Wayne County Building Commission
Lease Revenue Bonds, Series 2013 A
(United States Department of Agriculture)

County Commission of Wayne County
Wayne, West Virginia

United States Department of Agriculture
Morgantown, West Virginia

Step toe & Johnson PLLC
Charleston, West Virginia

Ladies and Gentlemen:

We have served as counsel to The County Commission of Wayne County in West Virginia (the "Lessee"). As such counsel, we have advised the Lessee in connection with the issuance and sale by the Wayne County Building Commission, Wayne, West Virginia (the "Issuer") of its \$1,430,000 Lease Revenue Bonds, Series 2013 A (the "Series 2013 A Bonds"), dated November 18, 2013.

The Series 2013 A Bonds are being issued under and pursuant to an ordinance enacted by the Issuer on September 16, 2013, as supplemented by Supplemental Resolution and Conformed Ordinance adopted by the Issuer on September 16, 2013, (collectively, the "Issuer Ordinance"), are secured by a Lease Assignment dated November 1, 2013 (the "Assignment"), by and between the Issuer and the United States of America, acting through the Rural Housing Service, United States Department of Agriculture (the "Purchaser") and a Credit Line Deed of Trust, Fixture Filing and Security Agreement dated November 1, 2013 (the "Deed of Trust and Security Agreement"), by and between the Issuer and the trustee named therein, for the purpose of financing the design, acquisition, construction, and equipping of a Judicial Annex and related public facilities. Pursuant to an Agreement and Lease dated November 1, 2013 (the "Lease"), by and between the Issuer and the Lessee, the Issuer has agreed to lease the Facilities to the Lessee and the Lessee has agreed to, among other things, make rental payments in amounts and at times sufficient to pay the principal of and interest on the Series 2013 A Bonds when due and other amounts payable thereunder.

In that connection, we have examined such documents, certificates, agreements, instruments and records, including, without limitation, all proceedings of the Lessee in connection with the sale of the Facilities to the Issuer, the authorization of the Lease, including an ordinance of the Lessee enacted September 16, 2013, as supplemented by Supplemental Resolution and Conformed Ordinance adopted by

the Lessee on September 16, 2013 (collectively, the "County Commission Ordinance"), and executed counterparts of the Lease, and we have made such investigations as we have deemed necessary or appropriate to enable us to render this opinion. All capitalized terms used herein and not defined herein shall have the same meanings as set forth in the Lease and the County Commission Ordinance when used herein.

Based upon the foregoing and upon such other information and documents furnished to us and upon such examination as we believe necessary to enable us to render this opinion, we are of the opinion that:

1. The Lessee is a duly created and validly existing municipal corporation and political subdivision of the State of West Virginia.

2. The Commissioners of the Lessee have been duly and properly elected or appointed, as applicable, have taken the requisite oaths, and are duly qualified and authorized to act on behalf of the Lessee.

3. The Lessee has complied in all material respects with the applicable provisions of law and has full legal right, power and authority to enact the County Commission Ordinance, to enter into, execute and deliver the Lease and all other documents, agreements, instruments and certificates in connection therewith and perform its obligations thereunder, to lease and use the Facilities, to conduct its business as contemplated in the Lease and to carry out and consummate all transactions contemplated by the foregoing.

4. The County Commission Ordinance is in full force and effect and was duly enacted by the Lessee at a meeting duly called and held pursuant to law, with all public notice required by law, at which a quorum was present and acting throughout. By the County Commission Ordinance, the Lessee duly and validly authorized, approved, ratified and/or confirmed, by all necessary action, the execution and delivery of the Lease and all other documents, agreements, instruments and certificates in connection therewith and the taking of any and all such action as may be required on the part of the Lessee to carry out, give effect to and consummate the transactions contemplated by the foregoing; and the Lease and all other documents, agreements, instruments and certificates in connection therewith have been duly executed and delivered by the Lessee and, assuming due authorization, execution and delivery by the other parties thereto, and subject to the limitations set forth in paragraph 10, hereof, constitute legal, valid and binding obligations of the Lessee in accordance with their respective terms.

5. The Lessee has obtained or received, and has in full force and effect, all consents, permits, licenses, approvals, certificates, exemptions, rights, orders, franchises, privileges and authorizations, all of which have been validly granted, issued and/or assigned, and has timely made and/or submitted all declarations, filings, payments, reports, notices, statements, papers and registrations, necessary to enact the County Commission Ordinance, to enter into and perform its obligations under and consummate the transactions contemplated in the County Commission Ordinance and the Lease and all other documents, agreements, instruments and certificates in connection therewith and to lease and use the Facilities; and the Lessee has taken all other action required in connection with the Lease, the County Commission Ordinance, the consummation of the transactions contemplated in the County Commission Ordinance and the Lease and all other documents, agreements, instruments and certificates in connection therewith and the leasing and use of the Facilities. The Lessee is in compliance with all applicable laws, rules and regulations relating to the Facilities, the violation of which would have a materially adverse effect on the Facilities.

6. The execution and delivery of the Lease and all documents, agreements, instruments and certificates in connection therewith by the Lessee, the consummation of the transactions contemplated thereby and by the County Commission Ordinance, and the compliance with and carrying out of the provisions and terms thereof did not, do not and will not, with or without the giving of notice or passage of time, or both, conflict with or constitute on the part of the Lessee a violation or breach of or constitute or result in a default or loss of rights (or give rise to any right of termination, cancellation or acceleration) under or result in the creation of any lien, charge or encumbrance (other than under the Lease and the County Commission Ordinance) pursuant to and are not prohibited or materially adversely affected by any mortgage, indenture, note, agreement, bond, contract, lease, document, deed of trust or other agreement, obligation or instrument to which the Lessee is a party or by which the Lessee or its properties are bound or affected or any judgment, statute, ordinance, resolution, order, rule, law, court decision, decree or regulation by which the Lessee or its properties are subject or affected, and will not cause any forfeiture or impairment of any license, authorization or permit.

7. There is no action, suit, proceeding, inquiry, order, claim, counterclaim, arbitration, demand, litigation or investigation at law or in equity or before or by any court, public board, authority, arbitrator or body, pending or threatened, or any order, judgment or decree in progress, nor is there any basis therefor, which would adversely affect the Lessee, the Facilities or the transactions contemplated by the County Commission Ordinance, the Lease or any of the documents, agreements, instruments or certificates referred to in the County Commission Ordinance or the consummation of the transactions contemplated thereby or the performance of the Lessee thereunder, the application of any money or security granted by the Lessee that may be used for payment of the Series 2013 A Bonds or the leasing of the Facilities, or which in any way would adversely affect the validity or enforceability of the Lease, or which in any way would adversely affect the ability of the Lessee to perform its obligations under the Lease, the County Commission Ordinance or any agreement, document or instrument in connection therewith, the creation, organization or existence of the Lessee, the title to office of any officer thereof or the power of the Lessee to lease and use the Facilities.

8. No authority or proceedings for the execution and delivery of the Lease and the performance of the obligations thereunder has or have been repealed, revoked or rescinded.

9. The current fiscal period of the Lessee ends on June 30, 2014; the next succeeding fiscal period of the Lessee ends on June 30, 2015.

10. It is to be understood that the enforceability of the County Commission Ordinance and the Lease and the liens and pledges set forth therein may be subject to and limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases and that certain remedies under the County Commission Ordinance and the Lease may be limited by public policy or such judicial discretion.

Very truly yours,



JASON FRY
ASSISTANT PROSECUTING ATTORNEY
COUSEL FOR WAYNE COUNTY COMMISSION

WV MUNICIPAL BOND COMMISSION

State Lottery Building
900 Pennsylvania Ave., Suite 1117
Charleston, WV 25302
(304) 558-3971

NEW ISSUE REPORT FORMDate of Report: 18-Nov-13

ISSUE: <u>Wayne County Building Commission</u>			
<u>Lease Revenue Bonds, Series 2013 A (United States Department of Agriculture)</u>			
ADDRESS: <u>700 Hendricks Street, Wayne, WV 25570</u>		COUNTY: <u>Wayne</u>	
PURPOSE OF ISSUE:			
New Money: <u>x</u>		REFUNDS ISSUE(S) DATED: <u>NA</u>	
Refunding: <u> </u>		CLOSING DATE: <u>18-Nov-13</u>	
ISSUE DATE: <u>18-Nov-13</u>		RATE: <u>3.50%</u>	
ISSUE AMOUNT: <u>\$1,430,000</u>		1ST DEBT SERVICE DUE: <u>NA</u>	
1ST DEBT SERVICE DUE: <u>NA</u>		1ST PRINCIPAL DUE: <u>NA</u>	
1ST DEBT SERVICE AMOUNT: <u>NA</u>		PAYING AGENT: <u>Issuer</u>	
BOND COUNSEL:		UNDERWRITERS COUNSEL	
Firm: <u>Steptoe & Johnson PLLC</u>		Firm: <u> </u>	
Contact: <u>John Stump, Esquire</u>		Contact: <u> </u>	
Phone: <u>(304) 353.8196</u>		Phone: <u> </u>	
CLOSING BANK:		ESCROW TRUSTEE:	
Bank: <u>NA</u>		Firm: <u> </u>	
Contact: <u> </u>		Contact: <u> </u>	
Phone: <u> </u>		Phone: <u> </u>	
KNOWLEDGEABLE ISSUER CONTACT		OTHER:	
Contact: <u>Jim E. Boggs</u>		Agency: <u>United States Department of</u>	
Position: <u>County Administrator</u>		<u>Agriculture</u>	
Phone: <u>304.272.6350</u>		Contact: <u>Kitty Saddler</u>	
		Position: <u>Rural Development Specialist</u>	
		Phone: <u>304.252.8644 x 166</u>	
DEPOSITS TO MBC AT CLOSE			
By: <u> </u> Wire		Accrued Interest: \$ <u> </u>	
<u> </u> Check		Capitalized Interest: \$ <u> </u>	
		Reserve Account: \$ <u> </u>	
		Other: \$ <u> </u>	
REFUNDS & TRANSFERS BY MBC AT CLOSE			
By: <u> </u> Wire		To Escrow Trustee: \$ <u> </u>	
<u> </u> Check		To Issuer: \$ <u> </u>	
<u> </u> IGT		To Cons. Invest. Fund: \$ <u> </u>	
		To Other: <u> </u> \$ <u> </u>	
NOTES: <u>Monthly debt service payments will be made by the Building Commission directly to the National Finance Office. The Municipal Bond Commission will only hold the Series 2013 A Reserve Account. The first payment into the Reserve Account will commence 12 months following the date hereof. The Reserve Requirement is \$78,600</u>			
FOR MUNICIPAL BOND COMMISSION USE ONLY:			
DOCUMENTS REQUIRED: <u> </u>			
TRANSFERS REQUIRED: <u> </u>			
<u> </u>			