

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: Minutes of the Meeting held February 10, 1981

PRESENT: President, Holmes R. Shaver
Commissioner, William C. Parrish
Commissioner, Dexter L. Buckley, Jr.

On this 10th day of February, 1981 came the City of Parkersburg, a municipal corporation, by council (Mr. George Cosenza) pursuant to Chapter 8, Article 6, Section 5 of the West Virginia Code of 1931 as amended and presented its application to the County Commission, Wood County, West Virginia to annex the hereinafter described real estate by minor boundary adjustment. Which encompasses acreage owned by the State of West Virginia and the Nemesis Shrine Temple and the Blennerhasset Historical Society.

It appearing to this Commission that the City of Parkersburg has complied with all statutory requirements regarding the form of its application and notice and there appearing to be no opposition to the annexation by any party therefore it was ORDERED that the said real estate situate in Parkersburg District, Wood County, West Virginia be annexed to the City of Parkersburg. A copy of this ORDER is in attachment.

At 10:15 a.m. the Commission met with Attorney, William Pfalzgraf, to approve two (2) Inducement Agreements the first is proposed issuance of Industrial Development Revenue Bonds by the Wood County Commission of Wood County, West Virginia. WHEREAS, the County Commission of Wood County, has been informed by Ross Partnerships - SBR, INC., that the Company proposed to acquire,

construct and equip an office building facility that will consist of certain land, building, equipment and related real and personal property, and that the Wood County is under consideration as a site for the Project. The Company has indicated that the Project, if located in Wood County, will increase employment in the County by approximately 20 jobs within five years, and that the availability of revenue bond financing is a factor under consideration by the Company in connection with the feasibility and financing of such Project;

WHEREAS, it is estimated by the Company that the acquisition, construction and installation of the proposed Project will require expenditures currently estimated at \$8000,000.00.

The second Inducement Agreement is for the proposed issuance of Industrial Development Revenue Bonds, by the Wood County Commission and MIDI Development Associates Project, WHEREAS, the County Commission of Wood County, West Virginia, has been informed by MIDI Development Associates, proposes to acquire, construct and equip an office building facility that will consist of certain land, building, equipment and related real and personal property, and that Wood County is under consideration as a site for the Project. The Company has indicated that the Project, if located in Wood County, will increase employment in the County by approximately 15 jobs, and that the availability of revenue bond financing is a factor under consideration by the Company in connection with the feasibility and financing of such Project; and

WHEREAS, it is estimated by the Company that the acquisition, construction and installation of the proposed Project will

require expenditures currently estimated at \$450,000.00. A copy is in attachment.

The Commission received one (1) 1980 Personal Property Tax Ticket to be impropered for a clerical errors. The Commission received and approved the ticket, and forwarded it to the Probate Office to be recorded. A copy is in attachment.

The following Purchase Orders were received and approved by this Commission:

Purchase Order #4649, to Parkersburg Office Supply, in the amount of \$58.89, for the County Clerk's Office.

Purchase Order #4650, to Parkersburg Office Supply, in the amount of \$10.20, for the Prosecuting Attorney's Office.

Purchase Order #4651, to Globe Printing, in the amount of \$48.30, for the Correctional Center.

Purchase Order #4652, to The Universal Supply Co., in the amount of \$17.84, for the Maintenance Department.

Purchase Order #4653, to The Salvation Army, in the amount of \$10.00, for the Correctional Center.

Purchase Order #4654, to Colonial Printing & Stamp Co., in the amount of \$29.56, for the Correctional Center.

Purchase Order #4655, to Tri-State Wholesale, in the amount of \$31.50, for the Correctional Center.

Purchase Order #4656, to Parkersburg Office Supply, in the amount of \$10.88, for the Assessor's Office.

Purchase Order #4657, to American Woolen Co., in the amount of \$367.20, for the Correctional Center.

Purchase Order #4658, to Park Chem, in the amount of

\$28.40, for the Correctional Center.

Purchase Order #4659, to Parkersburg Office Supply, in the amount of \$98.90, for the Circuit Clerk's Office.

Purchase Order #4660, to Migima Designs, in the amount of \$120.00, for the Prosecuting Attorney's Office.

Purchase Order #4661, to Park Chem, in the amount of \$30.50, for the Maintenance Department.

Purchase Order #4662, to Park Chem, in the amount of \$30.50, for the Magistrates Court.

Purchase Order #4663, to Sherwin-Williams, in the amount of \$77.96, for the Maintenance Department.

Purchase Order #4664, to Sherwin-Williams, in the amount of \$125.86, for the Maintenance Department.

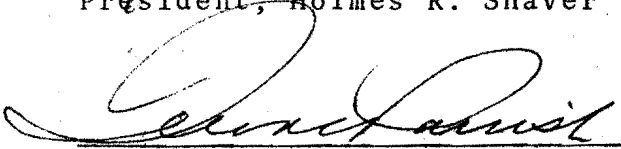
Purchase Order #4665, to A. B. Dick, in the amount of \$162.75, for the Correctional Center.

APPROVED:

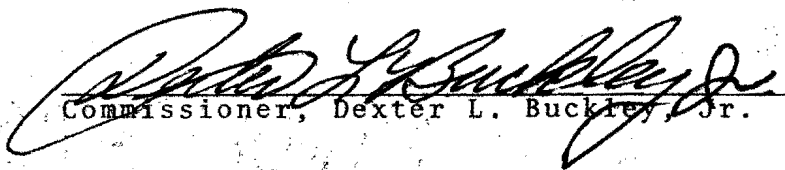
THE COUNTY COMMISSION OF WOOD COUNTY



President, Holmes R. Shaver



Commissioner, William C. Parrish



Commissioner, Dexter L. Buckley, Jr.

Cindy

2/10/81

NO.

44/86

PERSONAL PROPERTY

WOOD COUNTY

*Atlas Street
822 West Street*

DISTRICT *City*

TICKET NO. *25300-1980*

DATE *March 10, 1981*

This is to certify that this ticket or portion thereof, as noted, is improper for the following reason:

*Property wrong value - will pay P. Tax on corrected value
(date 4-20-81 approved for tax)*

The erroneousess of this ticket has been checked by:

G. Brown

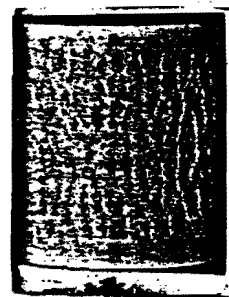
DEPUTY

Approved by EUGENE A. KNOTTS, Assessor, or his authorized deputy,

M. B. Richter

Commissioner

Commissioner



Candy

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

Re: PROPOSED ISSUANCE OF INDUSTRIAL
DEVELOPMENT REVENUE BONDS BY THE COUNTY COMMISSION
OF WOOD COUNTY, WEST VIRGINIA,
ROSS PARTNERSHIPS - SBR, INC. PROJECT

WHEREAS, the County Commission of Wood County, West Virginia, (the "Commission"), has been informed by Ross Partnerships - SBR, INC., (the "Company"), that the Company proposes to acquire, construct and equip an office building facility that will consist of certain land, building, equipment and related real and personal property, (the "Project"), and that Wood County is under consideration as a site for the Project. The Company has indicated that the Project, if located in Wood County, will increase employment in the County by approximately 20 jobs within five years, and that the availability of revenue bond financing is a factor under consideration by the Company in connection with the feasibility and financing of such Project; and

WHEREAS, it is estimated by the Company that the acquisition, construction and installation of the proposed Project will require expenditures currently estimated at \$800,000.00; and

WHEREAS, the Commission has determined that there exists a continuing need for programs to alleviate and prevent unemployment within Wood County, and after careful study and

investigation of the nature of the proposed Project, the Commission has determined that the proposed Project will serve such purpose and will promote the present and prospective health, happiness, right of gainful employment and general welfare of the citizens of the County, and is, as a matter of public policy, for the public purpose of the County and the State; and

WHEREAS, after studying the Project and the nature of the proposed financing, the Commission has determined that funds are necessary to finance the acquisition, construction and installation of the proposed Project, and that the most feasible method of providing for such financing is for the Commission to issue its revenue bonds for that purpose pursuant to the Industrial Development and Commercial Development Bond Act, Chapter 13, Article 2C of the Code of West Virginia of 1931, as amended (the "Act"), and for it (i) to acquire, construct, and install the proposed Project and lease or sell the proposed Project to the Company for specific rentals or purchase price payments sufficient to pay the principal of, premium (if any) and the interest on said revenue bonds or (ii) to lend the proceeds from the sale of said revenue bonds to the Company to enable it to acquire, construct and install the proposed Project and to repay the loan in installments which will be sufficient and timely to pay the principal of, premium (if any) and the interest on said revenue bonds; and

WHEREAS, the Company has requested the Commission to indicate its willingness to issue revenue bonds to finance the

proposed Project so that said acquisition, construction and installation of the proposed Project may move forward:

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Wood County, West Virginia, as follows:

1. In order to indicate the Commission's willingness to issue revenue bonds to finance, in whole or in part, the acquisition, construction and installation of the proposed Project, the execution and delivery to the Company of an inducement agreement is hereby authorized, said inducement agreement to be in substantially the form attached hereto as Exhibit "A", subject to such minor changes, insertions and omissions as may be approved by the President of the County Commission, and the execution of said inducement agreement by the President of this Commission shall be conclusive evidence of such approval.

2. In order to facilitate the commencement of the planning, design, construction, acquisition and carrying out of the proposed Project, the President and Clerk of this Commission are hereby authorized to take such action on behalf of the Commission as may be requested by the Company in connection with financing the Project, including executing, or accepting on behalf of the Commission the assignment of, contracts for the said acquisition, construction and installation of the proposed Project subject to the receipt of appropriate guarantees of payment by the Company. The Company's acceptance of the terms and conditions of the inducement agreement authorized hereunder shall be deemed to

constitute a sufficient guarantee of payment for the purposes of this paragraph.

3. The Company may, from time to time as it may deem necessary prior to the issuance of the proposed revenue bonds, advance to the Commission funds necessary to enable it to begin the planning, design, construction, acquisition and carrying out of the proposed Project; any such funds so advanced will be kept by the Commission in a separate bank account or accounts to be opened by it, and the same shall be repaid to the Company from the proceeds of said proposed revenue bonds when the same are issued and delivered.

4. Nothing herein contained, however, shall authorize any contribution out of the general funds of the Commission for any costs or expenses of the Company pursuant to this inducement resolution, or otherwise in connection with the Project.

COUNTY COMMISSION OF WOOD COUNTY,
WEST VIRGINIA,

By *John R. Alar*
Its President

(SEAL)

Attest:

Sarah E. Board
Chief Deputy Clerk

Grindy

INDUCEMENT AGREEMENT

THIS AGREEMENT ("the Agreement"), made and entered into as of the ____ day of October, 1980, by and between the COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA, a public corporation under the laws of the State of West Virginia ("the County Commission"), party of the first part, and ROSS PARTNERSHIPS - SBR, INC., ("the Company"), party of the second part;

WHEREAS, Wood County is a political subdivision of the State of West Virginia which, acting by and through the County Commission, is authorized and empowered by law, including particularly the provisions of the Industrial Development and Commercial Development Bond Act (Chapter 13, Article 2C, of the Code of West Virginia of 1931, as amended) ("the Act"), for the public purposes set forth in the Act, to issue its revenue bonds to provide funds for the costs of acquiring, constructing, and improving real and personal property for industrial projects as defined in the Act; and

WHEREAS, the Company has advised the County Commission that it has under consideration the acquisition, construction and operation of an office building facility in Wood County, West Virginia ("the Project") and has advised that this Agreement by the County Commission to issue its industrial development revenue bonds under the Act ("the Bonds") in such amount as may be necessary to finance the cost of the Project, presently estimated to be \$800,000.00, and the sale or lease of the

Project to the Company, or the loan of the bond proceeds to the Company, pursuant to the Act, subject to and upon the conditions hereinafter set forth, will constitute a substantial inducement to the Company to commence the construction and operation of the Project in Wood County; and

WHEREAS, the County Commission prior to its execution hereof has adopted a resolution finding and determining that the Project is necessary to promote the health, happiness, right of gainful employment and general welfare of the citizens of Wood County, and the State of West Virginia and that the acquisition and construction of the Project will promote the economic development of Wood County and the State of West Virginia, and authorizing and directing its President and Clerk to execute this Agreement on its behalf;

NOW, THEREFORE, in consideration of the premises and of the covenants and undertakings herein expressed;

W I T N E S S E T H:

1. Undertakings on the Part of the County Commission.

Subject to the conditions set forth below, the County Commission agrees as follows:

1.1 The County Commission, acting for and on behalf of Wood County, will, from time to time, issue and sell the Bonds pursuant to the terms of the Act, as from time to time amended, in an aggregate principal amount equal at the time of such sale to the then estimated costs in respect of the acquisition and construction of the Project in whole or in part, presently estimated to be \$800,000.00. The Bonds shall be issued in one

or more series, shall be signed by the President and attested by the Clerk of the County Commission, shall bear such title or designation, shall bear interest at such rate or rates, shall be in such denomination or denominations, shall be subject to such terms of redemption, shall be in such form, either coupon or registered, shall be payable as to principal, redemption price and interest at such place or places, and contain such other terms and conditions, as may be fixed by resolution of the County Commission prior to the sale and delivery thereof.

1.2 The County Commission will cooperate with bond counsel to supervise the proceedings and approve the issuance of the Bonds, and with any banks, underwriters, or agents recommended by the Company and approved by the County Commission, all for the purposes of issuing and selling the Bonds on the best terms reasonably obtainable, and if arrangements therefor satisfactory to the Company can be made, the County Commission will adopt such orders, resolutions and proceedings and authorize the execution and delivery of such instruments and the taking of such further actions as may be necessary or advisable for the authorization, issuance and sale of the Bonds and the sale or lease of the Project or the loan of proceeds from such sale of Bonds to the Company.

1.3 Such proceedings, instruments and actions shall also permit the issuance from time to time in the future of additional Bonds on terms which shall be set forth therein, whether pari passu with other series of the Bonds or otherwise,

for the purpose of defraying the cost of completion, enlargements, improvements, additions and expansions of the Project or any segment thereof.

1.4 The aggregate payments under the lease, agreement of sale or loan agreement pursuant to which the Project is sold or leased to the Company or pursuant to which the Bond proceeds are loaned by the County Commission to the Company shall include (a) a basic payment in such sums as shall be sufficient to pay the principal of and interest and redemption premium, if any, on the Bonds, as and when the same shall become due and payable, and (b) additional payments in such sums as shall be sufficient to pay all related costs and expenses.

1.5 The County Commission will take or cause to be taken such other acts and adopt or cause to be adopted such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

2. Undertakings on the Part of the Company.

Subject to the conditions set forth below, the Company agrees as follows:

2.1 The Company will use reasonable efforts, through banks, underwriters, or agents approved by the County Commission or otherwise, to find one or more purchasers for the Bonds; provided, however, that the terms of such Bonds and of the sale and delivery thereof shall be mutually satisfactory to the County Commission and the Company.

2.2 Contemporaneously with the sale of the Bonds in one or more series or issues from time to time as the County Commission and the Company shall determine, the Company will: (a) enter into a loan agreement with the County Commission or (b) agree to lease the Project from the County Commission, which lease shall grant to the Company an option to purchase the Project upon payment of the Bonds in full, or (c) enter into an installment purchase agreement with the County Commission to purchase the Project from the County Commission. In any event, the loan agreement, lease, or installment sales agreement shall obligate the Company to pay to the County Commission the amounts described in Section 1.4 as and when the same become due and payable.

3. General Provisions.

3.1 All commitments of Wood County, acting by and through the County Commission, under Section 1 hereof and of the Company under Section 2 hereof are subject to the condition that the following events shall have occurred:

(a) The County Commission and the Company shall have agreed on mutually acceptable terms for the Bonds and the sale and delivery thereof and mutually acceptable terms and conditions of the loan agreement, or sale or lease agreement referred to in Sections 1 and 2 hereof.

(b) Such rulings, approvals, consents, certificates of compliance and other instruments satisfactory to the Company as to such matters with respect to the Bonds and the Project, the loan, sale or lease agreement and trust

instruments, as shall be specified by the Company, shall be obtained from the Internal Revenue Service, United States Treasury Department, and such other governmental, as well as non-governmental agencies and entities, as may have or assert authority over or interest in matters pertinent thereto and to the Project and shall be in full force and effect at the time of issuance of the Bonds.

3.2 If the events set forth in Section 3.1 hereof do not take place, the Company agrees that it will reimburse the County Commission for, or pay all expenses, if any, which the County Commission may incur at the Company's request arising from the execution of this Agreement and the performance by the County Commission of its obligations hereunder.

3.3 It is understood and agreed by and between the County Commission and the Company that the provisions hereof are not intended to, and shall not be construed or interpreted to, either (a) obligate, or authorize the expenditure of, any funds or moneys of Wood County derived from any source whatsoever other than the proceeds from the issuance and sale of the Bonds as provided for in this Agreement, or (b) create any personal liability of the members from time to time of the County Commission.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of the 21st day of October, 1980.

THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

By _____
President

(SEAL OF COUNTY)

ATTEST:

Clerk

ROSS PARTNERSHIPS - SBR, INC.

By Sam Ross
President

ATTEST:

Linda G. Katcher
Secretary

Cindy

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

Re: PROPOSED ISSUANCE OF INDUSTRIAL
DEVELOPMENT REVENUE BONDS BY THE COUNTY COMMISSION
OF WOOD COUNTY, WEST VIRGINIA,
MIDI DEVELOPMENT ASSOCIATES PROJECT

WHEREAS, the County Commission of Wood County, West Virginia, (the "Commission"), has been informed by MIDI DEVELOPMENT ASSOCIATES, (the "Company"), that the Company proposes to acquire, construct and equip an office building facility that will consist of certain land, building, equipment and related real and personal property, (the "Project"), and that Wood County is under consideration as a site for the Project. The Company has indicated that the Project, if located in Wood County, will increase employment in the County by approximately 15 jobs, and that the availability of revenue bond financing is a factor under consideration by the Company in connection with the feasibility and financing of such Project; and

WHEREAS, it is estimated by the Company that the acquisition, construction and installation of the proposed Project will require expenditures currently estimated at \$450,000.00; and

WHEREAS, the Commission has determined that there exists a continuing need for programs to alleviate and prevent unemployment within Wood County, and after careful study and

investigation of the nature of the proposed Project, the Commission has determined that the proposed Project will serve such purpose and will promote the present and prospective health, happiness, right of gainful employment and general welfare of the citizens of the County, and is, as a matter of public policy, for the public purpose of the County and the State; and

WHEREAS, after studying the Project and the nature of the proposed financing, the Commission has determined that funds are necessary to finance the acquisition, construction and installation of the proposed Project, and that the most feasible method of providing for such financing is for the Commission to issue its revenue bonds for that purpose pursuant to the Industrial Development and Commercial Development Bond Act, Chapter 13, Article 2C of the Code of West Virginia of 1931, as amended (the "Act"), and for it (i) to acquire, construct, and install the proposed Project and lease or sell the proposed Project to the Company for specific rentals or purchase price payments sufficient to pay the principal of, premium (if any) and the interest on said revenue bonds or (ii) to lend the proceeds from the sale of said revenue bonds to the Company to enable it to acquire, construct and install the proposed Project and to repay the loan in installments which will be sufficient and timely to pay the principal of, premium (if any) and the interest on said revenue bonds; and

WHEREAS, the Company has requested the Commission to

indicate its willingness to issue revenue bonds to finance the proposed Project so that said acquisition, construction and installation of the proposed Project may move forward:

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Wood County, West Virginia, as follows:

1. In order to indicate the Commission's willingness to issue revenue bonds to finance, in whole or in part, the acquisition, construction and installation of the proposed Project, the execution and delivery to the Company of an inducement agreement is hereby authorized, said inducement agreement to be in substantially the form attached hereto as Exhibit "A", subject to such minor changes, insertions and omissions as may be approved by the President of the County Commission, and the execution of said inducement agreement by the President of this Commission shall be conclusive evidence of such approval.

2. In order to facilitate the commencement of the planning, design, construction, acquisition and carrying out of the proposed Project, the President and Clerk of this Commission are hereby authorized to take such action on behalf of the Commission as may be requested by the Company in connection with financing the Project, including executing, or accepting on behalf of the Commission the assignment of, contracts for the said acquisition, construction and installation of the proposed Project subject to the receipt of appropriate guarantees of payment by the Company. The

Company's acceptance of the terms and conditions of the inducement agreement authorized hereunder shall be deemed to constitute a sufficient guarantee of payment for the purposes of this paragraph.

3. The Company may, from time to time as it may deem necessary prior to the issuance of the proposed revenue bonds, advance to the Commission funds necessary to enable it to begin the planning, design, construction, acquisition and carrying out of the proposed Project; any such funds so advanced will be kept by the Commission in a separate bank account or accounts to be opened by it, and the same shall be repaid to the Company from the proceeds of said proposed revenue bonds when the same are issued and delivered.

4. Nothing herein contained, however, shall authorize any contribution out of the general funds of the Commission for any costs or expenses of the Company pursuant to this inducement resolution, or otherwise in connection with the Project.

COUNTY COMMISSION OF WOOD COUNTY,
WEST VIRGINIA,

By _____
Its President

(SEAL)

Attest:

Clerk

Cinity

INDUCEMENT AGREEMENT

THIS AGREEMENT ("the Agreement"), made and entered into as of the ____ day of _____, 1981, by and between the COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA, a public corporation under the laws of the State of West Virginia ("the County Commission"), party of the first part, and MIDI DEVELOPMENT ASSOCIATES, ("the Company"), party of the second part;

WHEREAS, Wood County is a political subdivision of the State of West Virginia which, acting by and through the County Commission, is authorized and empowered by law, including particularly the provisions of the Industrial Development and Commercial Development Bond Act (Chapter 13, Article 2C, of the Code of West Virginia of 1931, as amended) ("the Act"), for the public purposes set forth in the Act, to issue its revenue bonds to provide funds for the costs of acquiring, constructing, and improving real and personal property for industrial projects as defined in the Act; and

WHEREAS, the Company has advised the County Commission that it has under consideration the acquisition, construction and operation of an office building facility in Wood County, West Virginia ("the Project") and has advised that this Agreement by the County Commission to issue its industrial development revenue bonds under the Act ("the Bonds") in such amount as may be necessary to finance the cost of the Project, presently estimated to be \$450,000.00, and the sale or lease

of the Project to the Company, or the loan of the bond proceeds to the Company, pursuant to the Act, subject to and upon the conditions hereinafter set forth, will constitute a substantial inducement to the Company to commence the construction and operation of the Project in Wood County; and

WHEREAS, the County Commission prior to its execution hereof has adopted a resolution finding and determining that the Project is necessary to promote the health, happiness, right of gainful employment and general welfare of the citizens of Wood County, and the State of West Virginia and that the acquisition and construction of the Project will promote the economic development of Wood County and the State of West Virginia, and authorizing and directing its President and Clerk to execute this Agreement on its behalf;

NOW, THEREFORE, in consideration of the premises and of the covenants and undertakings herein expressed;

W I T N E S S E T H:

1. Undertakings on the Part of the County Commission.

Subject to the conditions set forth below, the County Commission agrees as follows:

1.1 The County Commission, acting for and on behalf of Wood County, will, from time to time, issue and sell the Bonds pursuant to the terms of the Act, as from time to time amended, in an aggregate principal amount equal at the time of such sale to the then estimated costs in respect of the

acquisition and construction of the Project in whole or in part, presently estimated to be \$450,000.00. The Bonds shall be issued in one or more series, shall be signed by the President and attested by the Clerk of the County Commission, shall bear such title or designation, shall bear interest at such rate or rates, shall be in such denomination or denominations, shall be subject to such terms of redemption, shall be in such form, either coupon or registered, shall be payable as to principal, redemption price and interest at such place or places, and contain such other terms and conditions, as may be fixed by resolution of the County Commission prior to the sale and delivery thereof.

1.2 The County Commission will cooperate with bond counsel to supervise the proceedings and approve the issuance of the Bonds, and with any banks, underwriters, or agents recommended by the Company and approved by the County Commission, all for the purposes of issuing and selling the Bonds on the best terms reasonably obtainable, and if arrangements therefor satisfactory to the Company can be made, the County Commission will adopt such orders, resolutions and proceedings and authorize the execution and delivery of such instruments and the taking of such further actions as may be necessary or advisable for the authorization, issuance and sale of the Bonds and the sale or lease of the Project or the loan of proceeds from such sale of Bonds to the Company.

1.3 Such proceedings, instruments and actions shall also permit the issuance from time to time in the future of additional Bonds on terms which shall be set forth therein, whether pari passu with other series of the Bonds or otherwise, for the purpose of defraying the cost of completion, enlargements, improvements, additions and expansions of the Project or any segment thereof.

1.4 The aggregate payments under the lease, agreement of sale or loan agreement pursuant to which the Project is sold or leased to the Company or pursuant to which the Bond proceeds are loaned by the County Commission to the Company shall include (a) a basic payment in such sums as shall be sufficient to pay the principal of and interest and redemption premium, if any, on the Bonds, as and when the same shall become due and payable, and (b) additional payments in such sums as shall be sufficient to pay all related costs and expenses.

1.5 The County Commission will take or cause to be taken such other acts and adopt or cause to be adopted such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

2. Undertakings on the Part of the Company.

Subject to the conditions set forth below, the Company agrees as follows:

2.1 The Company will use reasonable efforts, through banks, underwriters, or agents approved by the County Commission or otherwise, to find one or more purchasers for the Bonds; provided, however, that the terms of such Bonds and of the sale and delivery thereof shall be mutually satisfactory to the County Commission and the Company.

2.2 Contemporaneously with the sale of the Bonds in one or more series or issues from time to time as the County Commission and the Company shall determine, the Company will: (a) enter into a loan agreement with the County Commission or (b) agree to lease the Project from the County Commission, which lease shall grant to the Company an option to purchase the Project upon payment of the Bonds in full, or (c) enter into an installment purchase agreement with the County Commission to purchase the Project from the County Commission. In any event, the loan agreement, lease, or installment sales agreement shall obligate the Company to pay to the County Commission the amounts described in Section 1.4 as and when the same become due and payable.

3. General Provisions.

3.1 All commitments of Wood County, acting by and through the County Commission, under Section 1 hereof and of the Company under Section 2 hereof are subject to the condition that the following events shall have occurred:

(a) The County Commission and the Company shall have agreed on mutually acceptable terms for the Bonds and the sale and delivery thereof and mutually acceptable terms and conditions of the loan agreement, or sale or lease agreement referred to in Sections 1 and 2 hereof.

(b) Such rulings, approvals, consents, certificates of compliance and other instruments satisfactory to the Company as to such matters with respect to the Bonds and the Project, the loan, sale or lease agreement and trust instruments, as shall be specified by the Company, shall be obtained from the Internal Revenue Service, United States Treasury Department, and such other governmental, as well as non-governmental agencies and entities, as may have or assert authority over or interest in matters pertinent thereto and to the Project and shall be in full force and effect at the time of issuance of the Bonds.

3.2 If the events set forth in Section 3.1 hereof do not take place, the Company agrees that it will reimburse the County Commission for, or pay all expenses, if any, which the County Commission may incur at the Company's request arising from the execution of this Agreement and the performance by the County Commission of its obligations hereunder.

3.3 It is understood and agreed by and between the County Commission and the Company that the provisions hereof are not intended to, and shall not be construed or interpreted

to, either (a) obligate, or authorize the expenditure of, any funds or moneys of Wood County derived from any source whatsoever other than the proceeds from the issuance and sale of the Bonds as provided for in this Agreement, or (b) create any personal liability of the members from time to time of the County Commission.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of the ____ day of _____, 1981.

THE COUNTY COMMISSION OF WOOD
COUNTY, WEST VIRGINIA

By _____
President

(SEAL OF COUNTY)

ATTEST:

Clerk

MIDI DEVELOPMENT ASSOCIATES,

By _____
Leward L. McPherson

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN THE MATTER OF THE
CITY OF PARKERSBURG, A
MUNICIPAL CORPORATION

UPON APPLICATION FOR
MINOR BOUNDARY
ADJUSTMENT NO. _____

O R D E R

This 10th day of February, 1981 came the City of Parkersburg, a municipal corporation, by council pursuant to Chapter 8, Article 6, Section 5 of the West Virginia Code of 1931 as amended and presented its application to the County Commission, Wood County, West Virginia to annex the hereinafter described real estate by minor boundary adjustment.

It appearing that the City of Parkersburg has complied with all statutory requirements regarding the form of its application and notice and there appearing to be no substantial opposition to the annexation by an proper party it is hereby ORDERED that the following described real estate situate in Parkersburg District, Wood County, West Virginia be annexed to the City of Parkersburg and said City's corporate boundaries be altered to include said real estate:

BEGINNING at a point in the Westerly line of the lands owned by The Nemesis Temple, Ancient Arabic Order of the Nobles of the Mystic Shrine, Parkersburg, West Virginia and the existing Corporate line of the City of Parkersburg, West Virginia; said point being 300' North of the Northerly right of way line of Fourth Avenue. Thence with the calls and courses of the said Temple property as follows: N. $48^{\circ} 15'$ W. 7.34.25' to a point; thence S. 45° W. 1,032' \pm to a point; thence N. $15^{\circ} 30'$ W. 1,320' \pm to a point; thence N. $66^{\circ} 15'$ E. 396' \pm to a point; thence N. 15° W. 198' \pm to a point; thence N. 70° E. 968.88' \pm to a stone; thence N. 15° W. 755.5' \pm to a point in the

Southerly right of way line of State Route No. 68; thence with the common line of State Route No. 68 and said Temple property N. 37° 51' 13" E. 329.11' to a point; thence N 26° 16' 43" E. 160.54' to a point; thence N. 65° 38' 31" E. 242.64' to a point; thence N. 11° 36' 00" W. 70.28' to a point; thence N. 75° 00' 22" E. 181.86' to a point; thence N. 68° 52' 31" E. 107.36' to a point; thence S. 57° 55' 05" E. 127.19' to a point; thence S. 12° 37' 08" E. 165.77' to a point; thence S. 47° 17' 33" E. 207.64' to a point; thence S. 40° 44' 13" E. 184.12' to a point; thence N. 43° 01' 38" E. 200' to a point; thence N. 36° 08' 50" W. 186.35' to a point; thence N. 21° 38' 12" W. 216.10' to a point; thence N. 74° 49' 15" E. 166.44' to a point; thence S. 83° 51' 53" E. 221.96' to a point; thence N. 88° 46' 40" E. 167.00' to a point; thence N. 45° 31' 48" E. 222.80' to a point; thence S. 56° 08' 36" E. 311.51' to a point; thence S. 36° 17' 38" E. 252.69' to a point; thence N. 84° 03' 38" E. 10.30' to a point; thence S. 37° 30' E. 32.4'± to a point; thence S. 55° 30' E. 231'± to a point; thence S. 33° E. 199.32'± to a point; thence S. 71° W. 112.5'± to a stone pile; thence N. 38° 53' W. 197'± to an iron bar; thence S. 43° 55' W. 1,896.4'± to an iron bar; thence S. 43° 15' W. 476.7'± to an iron bar; thence S. 56° 30' E. 793.06'± to a point in the existing corporation line of the City of Parkersburg; thence with the said corporation line in a Southwesterly direction 920.26'± to the point of beginning containing 119.92 acres.

Being the same parcel of land conveyed to the Nemesis Temple by deed dated August 29, 1927, from G. L. Fries and Kate Fries, recorded in the office of the Clerk of Wood County in Deed Book 195, page 75. Also being that parcel of land conveyed to the Nemesis Temple by Deed bearing the date April 9, 1929; from the City of Parkersburg, recorded in the office of the Clerk of Wood County in Deed Book 189, Page 622. Also being that parcel of land conveyed to the State of West Virginia by deed bearing the date May 20, 1980; from the Nemesis Temple, recorded in the Office of the Clerk of Wood County in Deed Book 738, page 189.

ENTERED this _____ day of _____, 1981.

Holmes Shaver, President
Wood County Commissioners