

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: Minutes of the Meeting held May 26, 1981

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

At 9:30 a.m. the Commission met to witness the swearing in of Mr. James F. Kidd as an Airport Police for the Wood County Airport.

At 10:02 a.m. the Commission met with Mr. William Pfalzgraf, Attorney, and Mr. Elmer Blankmann, from the Wood County Development Authority. The purpose of the meeting was to submit a RESOLUTION to the Commission for their approval which authorizes the issuance and sale of a \$450,000.00 Commercial Development Revenue Bond (Midi Associates Project) for the purpose of making a loan to assist Midi Associates, in the financing of costs of a "Commercial Project." The County Commission upon the recommendation of Mr. Elmer Blankmann from the Development Authority, and also Mr. Pfalzgraf accepted and approved said Resolution. The motion to accept and approve the Resolution was made by Commissioner Dexter L. Buckley, Jr., and seconded by Commissioner, William C. Parrish and passed. Commission President, Holmes R. Shaver, abstained. A copy of the RESOLUTION is in attachment.

At 11:12 a.m. the Commission met with Mr. Paul Brand, Chairman of the Home Builders Association. The purpose of Mr. Brand's meeting with the Commission was to discuss the possibility of requiring licenses for builders in Wood County. Mr. Brand stated that he had been appointed to represent the Home Builders

Association. Mr. Brand noted that they wanted to work with the County Commission in this matter. Mr. Brand further commented that it was their wish to eliminate fly-by-night builders in Wood County. The Commission stated that they would discuss and review the matter and suggested that Mr. Brand meet with them again concerning the matter.

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

Purchase Order #5007, to Sherwin-Williams, in the amount of \$17.98, for the Maintenance Department.

Purchase Order #5012, to Easton Printing Co., in the amount of \$271.35, for the Assessor's Office.

Purchase Order #5014, to the Workingman's Store, in the amount of \$55.87, for the Correctional Center.

Purchase Order #5015, to Parkersburg Sporting Goods, in the amount of \$13.90, for the Sheriff's Department.

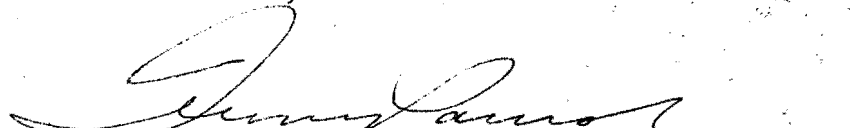
Purchase Order #5018, to Parkersburg Office Supply, in the amount of \$49.30, for the County Clerk's Office.

Approved:

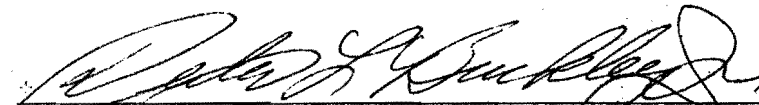
THE COUNTY COMMISSION OF WOOD COUNTY



President, Holmes R. Shaver



Commissioner, William C. Parrish



Commissioner, Dexter L. Buckley, Jr.

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IN THE COUNTY COMMISSION
OF WOOD COUNTY, WEST VIRGINIA

RESOLUTION

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF A \$450,000 COMMERCIAL DEVELOPMENT REVENUE BOND (MIDI ASSOCIATES PROJECT) OF WOOD COUNTY, ACTING BY AND THROUGH ITS COUNTY COMMISSION, FOR THE PURPOSE OF MAKING A LOAN TO ASSIST MIDI ASSOCIATES, A WEST VIRGINIA GENERAL PARTNERSHIP, IN THE FINANCING OF COSTS OF A "COMMERCIAL PROJECT" WITHIN THE MEANING OF CHAPTER 13 ARTICLE 2C OF THE CODE OF WEST VIRGINIA OF 1931, AS AMENDED; AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT PERTAINING TO THE PROJECT AND THE EXECUTION AND DELIVERY OF AN ASSIGNMENT SECURING THE PAYMENT OF SAID BOND.

WHEREAS, Wood County, West Virginia, acting by and through its County Commission, is a political subdivision organized and existing under the Constitution and Laws of the State of West Virginia, and, by virtue of the laws of said State, including the Industrial Development and Commercial Development Bond Act, Chapter 13, Article 2C, of the Code of West Virginia of 1931, as amended, is authorized and empowered, among other things, (a) to issue revenue bonds for the purpose of making a loan to assist in the financing of costs of acquiring, constructing, equipping or improving a "Commercial Project", as defined in Chapter 13, Article 2C, Section 3 of the Code of West Virginia of 1931, as amended, (b) to enter into a loan agreement and to provide for revenues sufficient to pay the principal of, and premium, if any, and interest on such revenue bonds, (c) to secure such revenue bonds by an assignment of revenues, as provided for herein, and (d) to enact this Bond Resolution and enter into the Loan Agreement and to execute and deliver the Assignment, all as hereinafter defined, upon the terms and conditions provided therein;

NOW THEREFORE, BE IT RESOLVED by the County Commission of Wood County, West Virginia;

Section 1. Definitions. All words and terms defined in Article I of the Agreement shall have the same meanings in this Bond Resolution, and in addition, the following words and terms shall have the following meanings:

"Company" means Midi Associates, a West Virginia General Partnership.

"Eligible Investments" means (i) obligations issued or guaranteed by the United States or by any person controlled or supervised by or acting as an instrumentality of the United States pursuant to authority granted by Congress, (ii) certificates of deposit of the Original Purchaser or any commercial bank affiliated with the Original Purchaser, or any other bank or trust company organized under the laws of the United States or any state thereof, having a reported capital and surplus of at least \$7,000,000; and (iii) repurchase agreements fully secured by obligations of the type specified in (i) above; provided that any such investment or deposit is not prohibited by applicable law.

"Revenues" means (a) the Loan Payments, (b) all other moneys received or to be received by the Issuer, or the Original Purchaser for the account of the Issuer, in respect of repayment of the Loan, (c) unexpended moneys in the Construction Fund, and (d) all income and profit from the investment of the Loan Payments and such other moneys.

Section 2. Determinations of Authority. This Commission has heretofore determined, by a resolution duly adopted February 10, 1981, and does hereby redetermine that (a) the Project is a "commercial project" as defined by the Act and is consistent with the purposes of the Act; (b) the acquisition, construction, installation and equipping of the Project is in furtherance of the purposes of the Act and will benefit the people of the Issuer and the State by assisting in relieving unemployment and establishing a balanced economy within the Issuer and the State and by promoting the present and prospective health, happiness, safety, right of gainful employment and general welfare of the citizens of the Issuer and of the State; and it is hereby determined that (c) the provision of loan assistance in the financing of costs of acquiring, constructing, equipping, and installing the Project, including the financing of the costs thereof, will require the issuance, sale and delivery of the Bond in the principal amount of \$450,000, which shall be payable and secured as provided herein and in the Agreement and the Deed of Trust.

Section 3. Authorization and Terms of Bond. It is determined to be necessary to, and the Issuer shall, issue, sell and deliver, as provided and authorized herein and pursuant to the authority of the Act, the Bond in the principal amount of \$450,000 for the purpose of making a loan to assist the Company in the financing of costs of acquiring, constructing, equipping and installing the Project for the

Project Purpose. The Bond shall be designated "Commercial Development Revenue Bond (Midi Associates Project)".

The Bond shall be issued as a single instrument in fully registered form in the denomination of \$450,000, in the name of the Original Purchaser substantially in the fully registered form attached hereto as Exhibit A (which is incorporated herein by reference and made a part hereof fully as if set forth in full herein), and shall be subject to optional prepayment, as set forth herein, in the Agreement and in said Exhibit A, at the place set forth therein.

The Bond shall be dated as of May 26, 1981, and shall bear interest from said date, initially at the rate of fifteen (15.00%) per centum per annum (the "Initial Interest Rate") and shall be payable as to principal and interest monthly. The Initial Interest Rate may, at the option of the Original Purchaser be adjusted quarterly on the 1st day of July, October, January and April hereafter during the term of the Bond to a rate of interest which shall be 75% of the rate of interest charged by the Original Purchaser in its capacity as a commercial bank to commercial customers of the highest credit rating for unsecured 90 day credit (the "Adjusted Interest Rate"). The Bond shall mature (unless sooner prepaid) on October 1, 2001.

The Bond shall be payable as to principal and interest in lawful money of the United States, shall be a negotiable instrument in accordance with Chapter 46 of the Code of West Virginia of 1931, as amended, and shall express on its face the purpose for which it is issued and such other statements or legends as may be required by law.

Principal and Interest on the Bond shall be payable at the principal office of the Original Purchaser.

The Bond shall be signed in their official capacities by the President or the President pro tem of the Issuer and attested by its Clerk and shall bear the seal of the Issuer.

Section 4. Payment of and Security for the Bond. The Bond shall be payable solely from the Revenues and shall be secured by a pledge of the Revenues and by the Assignment. The Bond shall be further secured by the Deed of Trust delivered by the Company to the Original Purchaser pursuant to the Agreement. Anything in this Bond Resolution or the Bond to the contrary notwithstanding, neither this Bond Resolution, the Bond, nor the Agreement shall constitute an indebtedness of the State of West Virginia or of the Issuer or of any county or

municipality within the meaning of the Constitution of West Virginia, and neither the Bond nor interest thereon shall be a charge against the faith and credit or the taxing power of the State of West Virginia or any subdivision thereof, and the Bond shall contain on the face thereof a statement to that effect and that such Bond is payable solely from the Revenues.

Section 5. Sale of Bond. The Bond is sold and awarded to the Original Purchaser in accordance with its offer therefor, at a purchase price equal to the par value thereof. The President or President pro tem of the Commission is authorized and directed to make the necessary arrangements with the Original Purchaser to establish the date, location, procedure and conditions for the delivery of the Bond to the Original Purchaser, and to take all steps necessary to effect due execution and delivery to the Original Purchaser of the Bond under the terms of this Bond Resolution to the extent not provided for in its offer provided that the terms hereof shall control in the event of any inconsistency with the terms of the offer. It is hereby determined that the price for and the terms of the Bond, and sale thereof, all as provided in this Bond Resolution, are in the best interest of the Issuer and in compliance with all legal requirements.

Section 6. Allocation of Proceeds of Bond - Construction Fund. The proceeds from the sale of the Bond shall be deposited and credited to a separate deposit account which is hereby created by the Issuer, to be maintained (except when invested as hereinafter provided) in the name of the Issuer by the Original Purchaser pursuant to the Assignment and designated "Wood County - Midi Associates Construction Fund" (the "Construction Fund"). Moneys in the Construction Fund may be invested as provided in Section 9 hereof and shall be held and disbursed in accordance with the provisions of the Assignment and the Agreement. The Original Purchaser is authorized and directed to make any such disbursement from the Construction Fund in accordance with the provisions of the Agreement and the Assignment.

The moneys and Eligible Investments to the credit of the Construction Fund shall, pending disbursement pursuant to the Agreement and as above set forth, constitute a part of the Revenues pledged and assigned as security for the payment of the principal and interest on the Bond.

Section 7. Pledge and Assignment of Revenues. The Issuer hereby pledges and assigns its right, title and interest in all Revenues to the Original Purchaser as security for the payment of the principal of and interest on the Bond, including, without limitation, all Loan Payments which under

the terms of the Agreement are to be paid by the Company directly to the Original Purchaser for application to the payment of such principal of and interest on Bond. Such pledge and assignment shall be, and is intended to be, immediately effective without further action; provided that, the Issuer shall execute and deliver the Assignment and shall take such other action as it shall deem necessary or appropriate to further evidence such pledge and assignment.

Section 8. Covenants and Representations of Issuer. In addition to other covenants and representations of the Issuer contained in this Bond Resolution, the Issuer further covenants, represents and agrees with the Original Purchaser as follows:

(a) Payment of Principal and Interest on the Bond. The Issuer will, solely from the sources herein provided, pay or cause to be paid the principal and interest on the Bond on the dates, at the places and in the manner provided herein and in the Bond.

(b) Performance of Covenants, Authority and Actions. The Issuer will at all times faithfully observe and perform all agreements, covenants, undertakings, stipulations and provisions contained in the Agreement, the Assignment, this Bond Resolution and the Bond and all proceedings of its Commission pertaining thereto, on its part to be performed or observed. The Issuer represents that it is, and upon delivery of the Bond covenants that it will be, duly authorized by the Constitution and laws of the State including particularly and without limitation the Act, to issue the Bond, to execute the Agreement and the Assignment and to provide the security for payment of the principal of and interest on the Bond in the manner and to the extent herein and in the Bond set forth; that all actions on its part for the issuance of the Bond and execution and delivery of the Agreement and the Assignment have been or will be duly and effectively taken; and that the Bond in the hands of the Original Purchaser will be a valid and enforceable special obligation of the Issuer according to the terms thereof. Each obligation of the Issuer required to be undertaken pursuant to the Bond Resolution, the Agreement, the Assignment and the Bond is binding upon the Issuer, and upon such officer or employee thereof as may from time to time have the authority under law to take such actions as may be necessary to perform all or any part of such obligation, as a duty of the Issuer and of each such officer and employee enforceable by writ of mandamus.

(c) Revenues and Assignment of Revenues. Except as otherwise provided in this Bond Resolution, the Agreement or the Assignment, the Issuer will not pledge or assign the

Revenues or create or permit to be created any debt, lien or charge thereon other than the pledge and assignment thereof under this Bond Resolution and the Assignment.

(d) Recordings and Filings. The Issuer will, at the expense of the Company, cause the Agreement and the Assignment and any amendments or supplements to either and any related documents or instruments relating to the pledge and assignment made by it to secure the Bond, to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Original Purchaser.

(e) Inspection of Project Books. All books and documents in the Issuer's possession relating to the Project and the Revenues shall at all times during the Issuer's regular business hours be open to inspection by such accountants or other agents of the Original Purchaser as the Original Purchaser may from time to time designate.

(f) Rights and Enforcement of the Agreement. The Original Purchaser, in its name or in the name of the Issuer, may enforce all rights of the Issuer, except for Unassigned Issuer's Rights as defined in the Agreement and all obligations of the Company under and pursuant to the Agreement, whether or not the Issuer is in default of the pursuit or enforcement of such rights and obligations. However, the Issuer shall do all things and take all actions on its part necessary to comply with the obligations, duties and responsibilities on its part under the Agreement, and will take all actions within its authority to keep the Agreement in effect in accordance with the terms thereof.

(g) Arbitrage Provisions. The Issuer will restrict the use of the proceeds of the Bond in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time of the delivery of and payment for the Bond, so that the Bond will not constitute arbitrage bonds under Section 103(c) of the Internal Revenue Code and the applicable income tax regulations under that Section. The President or President pro tem of the Commission is authorized and directed, in conjunction with the Company or any employee, consultant or agent of the Company to give an appropriate certificate of the Issuer, for inclusion in the transcript of proceedings for the Bond, setting forth the reasonable expectations of the Issuer regarding the amount and use of the proceeds of the Bond and the facts, estimates and circumstances on which they are based, such certificate to be premised on the reasonable expectations and the facts,

estimates and circumstances on which they are based as provided by the Company, all as of the date of delivery of and payment for the Bond.

(h) Transcript of Proceedings. The President or President pro tem of the Commission, or other appropriate officer shall furnish to the Original Purchaser a true transcript of proceedings, certified by said officer, of all proceedings had with reference to the issuance of the Bond along with such information from the records as is necessary to determine the regularity and validity of the issuance of said Bond.

Section 9. Investment and Records of Construction Fund. Moneys in the Construction Fund shall be invested and reinvested by the Original Purchaser in any Eligible Investments at the oral or written direction of the Authorized Company Representative in accordance with Section 3.6 of the Agreement. Subject to any such written request with respect thereto, the Original Purchaser may from time to time sell such investments and reinvest the proceeds therefrom in Eligible Investments maturing or redeemable as aforesaid. Any such investments may be purchased from or sold to the Original Purchaser. An investment made from moneys credited to the Construction Fund shall constitute part of that Fund and such Fund shall be credited with all proceeds of sale and income from such investment. For purposes of this Bond Resolution, such investments shall be valued at face amount or market value, whichever is less.

Section 10. Agreement and Assignment. In order to provide for the issuance and sale of the Bond and the consummation of the transactions to be consummated thereby, the President or President pro tem of the Commission and its Clerk are authorized and directed to execute, acknowledge and deliver, in the name and on behalf of the Issuer, the Agreement and the Assignment, in substantially the forms submitted to this Commission, which instruments are hereby approved, with such changes therein not inconsistent with this Bond Resolution and not substantially adverse to the Issuer as may be permitted by the Act and approved by the officers executing the same on behalf of the Issuer. The approval of such changes by said officers, and that such are not substantially adverse to the Issuer, shall be conclusively evidenced by the execution of such instruments.

Section 11. Other Documents. The President or President pro tem of the Commission and its Clerk, as appropriate, are further authorized and directed to execute such certifications, financing statements, assignments and

instruments as are, in the opinion of Bond Counsel, necessary or appropriate to perfect the pledge and assignments set forth herein and in the Assignment and to consummate the transactions contemplated by this Bond Resolution, the Agreement, and the Assignment.

Section 12. Delivery of Project Bond. Before the Bond is delivered there shall be delivered to the Original Purchaser:

(a) A copy, duly certified by the Clerk of this Commission, of this Bond Resolution; and

(b) An original executed counterpart of the Agreement, the Deed of Trust and the Assignment; and

(c) Written title evidence that the Original Purchaser as holder of the Deed of Trust will have a valid, direct first lien upon the Mortgaged Property as defined in the Deed of Trust subject only to (i) taxes and assessments not delinquent, (ii) liens and encumbrances permitted by the terms and provisions of the Deed of Trust, and (iii) the Deed of Trust. Such title evidence shall consist of a written certificate of counsel satisfactory to the Original Purchaser.

Section 13. Payment and Discharge. If the Issuer shall pay or cause to be paid and discharged the Bond, the covenants, agreements and other obligations of the Issuer hereunder and in the Bond, the Agreement and the Assignment shall be discharged and satisfied.

Section 14. Compliance with Open Meeting Requirements. It is hereby found and determined that all formal actions of this Commission concerning and relating to the adoption of this Bond Resolution were adopted in an open meeting of this Commission, and that all deliberations of this Commission and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Chapter 6, Article 9A of the Code of West Virginia of 1931, as amended.

Section 15. Payments Due on Sundays and Holidays. In any case where the date of maturity of or due date of interest on or principal of the Bond shall be a Sunday or a day on which the Original Purchaser is required, or authorized or not prohibited, by law (including executive orders) to close and is closed, then payment of such interest or principal need not be made on such date but may be made on the next succeeding business day on which the Original Purchaser is open for business with the same force and effect as if made on the date of maturity or such due date and no interest shall accrue for the period after such date.

Section 16. Effective Date. This Bond Resolution shall take effect and be in force immediately upon its adoption.

THE COUNTY COMMISSION OF WOOD
COUNTY,

BY *James Parish pres pro tem*
Its President

Attest:

[Signature]

Clerk of the County
Commission of Wood
County, West Virginia

[Seal]

