Harrison County Commission Meeting
Wednesday, November 18, 2026
10:00 A.M.

The Harrison County Commission Meeting is held on the 3rd floor of the Harrison County General Services Building (229 South 3rd St.), if you are unable to attend in person, you may join and listen via Zoom Conference Call by the following steps. Public participation will only be allowed during public comment period and/or scheduled appointments.

Join Zoom Meeting

****

https:/5-C. /us02web.zoom.us/j/7628160712

Dial: 1-646-568-7788

Meeting ID: 762 816 0712

Passcode: 26301

Appointments:

10:00 A.M. --- Call to Order --- Invocation --- Pledge of Allegiance

10:05 A.M. --- Nuisance Property Hearing – Roy Gorby – 787 Summit Park Ave, Clarksburg

10:10 A.M. --- Nuisance Property Hearing – Tami Rinehart – 1309 East Main Street, Salem

10:15 A.M. --- Special Funding Request from the Shinnston Turkey Trot requesting $1,500 to help fund expenses of the race

10:20 A.M. --- Estate Hearing – Thevara Siriboury

- Petition for Objections to Appraisement of Estate and Removal of Administrator

10:25 A.M --- Special Funding Request from the Fort New Salem requesting $5,000 to pay for shuttle buses for their Spirit of Christmas in the Mountains

NEW BUSINESS – Action Items for Consideration or Approval:

1. **Public Comment Period**
2. **Consent Agenda**
3. **Payroll Change Notices:**
   - **A.** Morgan Hupp – WVU Extension Office – New Hire – Effective November 18, 2026
   - **B.** Matthew Gallo – County Commission – Resignation – Effective November 18, 2026
   - **C.** Owen Parker – Law Enforcement – Resignation – Effective November 17, 2026
   - **D.** C.M. Heater – Law Enforcement – Promoted to Captain – Effective November 25, 2026
   - **E.** R.D. Harris – Law Enforcement – Promoted to Lieutenant – Effective November 25, 2026
   - **F.** Elizabeth Skidmore – WVU Extension Office – Retirement – Effective November 9, 2026
4. **Minutes and/ or Amended Minutes of Previous Meetings**
   - **A.** Special Meeting Minutes for October 7, 2026
   - **B.** Commission Meeting Minutes for October 7, 2026
   - **C.** Commission Meeting Minutes for October 21, 2026
   - **D.** Commission Meeting Minutes for November 4, 2026
5. **Requisitions --- Purchase Orders --- Invoices**
   - **A.** ARPA – Town of Anmoore - $7,000
   - **B.** ARPA – Transfer to General County - $345,660
   - **C.** ARPA – CEC invoice for Ellis Property - $48,500
   - **D.** ARPA – McKinley - $35,437.79
   - **E.** Quotes
   - **F.** Vendor List of Payments
6. **Exonerations --- Corrective Tickets --- Joint Property Applications:**
   - **A.** Exonerations

7. **Review—Discuss—Consider** Consideration of Approval of a Project Fund Requisition for the payment of cost associated with the project to be financed from proceeds of the & Series 2008 A (Charles Pointe Project No. 2- North Land Bay Improvements)
    A. $2026.33
8. **Review—Discuss—Consider** Consideration of Approval of a Project Fund Requisition for the Payment of cost associated with the project to be financed from the proceeds of the Series 2016A Bonds (Development District No. 4 – White Oaks Industrial Park Project No. 1) **(NONE)**
9. **Review—Discuss—Consider** Consideration of Approval of a Project Fund Requisition for the payment of cost associated with the project to be financed from proceeds of the Series 2019 A&B Bonds issued for the Charles Pointe Economic Opportunity Development District
    A. $5430.00
10. **Review—Discuss—Consider** Consideration of Approval of a Project Fund Requisition for the payment of cost associated with the project to be financed from proceeds of the Series 2021 A & B (Development District No. 3 White Oaks Project No. 2) **(NONE)**
11. **Review—Discuss—Consider** Rail Trail Updates (Potential Executive Session pursuant to 6-9A-4(B)(9) to consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the state or any political subdivision)
12. **Review—Discuss—Consider** Animal Control Facility Updates (Potential Executive Session pursuant to 6-9A-4(B)(9) to consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the state or any political subdivision)
13. **Review—Discuss—Consider** Adoption and entry a Bond Authorizing Resolution and Order of the County Commission of Harrison County which would (i) authorize the issuance of (a) its Subordinate Tax Increment Revenue Refunding Bonds, Series 2026 A (Taxable) (Development District No. 3 – White Oaks) (the "Series 2026 A Bonds") and (b) its Junior Subordinate Tax Increment Revenue and Improvement Bonds, Series 2026 B (Taxable) (Development District No. 3 – White Oaks) (the "Series 2026 B Bonds" and together with the Series 2026 A Bonds, the "Series 2026 Bonds") for the purposes of currently refunding and repaying in full the County Commission's outstanding Subordinate Tax Increment Revenue Bonds, Series 2021 B (Taxable) (Development District No. 3 – White Oaks), funding a Debt Service Reserve Fund for the Series 2026 A Bonds, paying costs of the design, acquisition, construction and equipping of additional portions of the Second Amended Project Plan No. 2 and paying costs of issuance of the Series 2026 Bonds; (ii) approve the forms of certain documents to be executed by the County Commission in connection with the issuance of the Series 2026 Bonds; and (iii) authorize the execution and delivery of such documents by the appropriate officers of the County Commission, and other matters related thereto.
14. **Review—Discuss—Consider** To consider for adoption and entry a Bond Authorizing Resolution and Order of the County Commission of Harrison County which would (i) authorize the issuance of its Tax Increment Revenue Bonds, Series 2026 A (Harrison County Development District No. 6 – North Central West Virginia Airport) (the "Series 2026 A Bonds"); for the purposes of repaying in full the 2025 WVEDA Loan, financing costs of a portion of the Project Plan (the "Series 2026 A Project"), funding a reserve fund for the Series 2026 A Bonds and paying costs of issuance of the Series 2026 A Bonds; (ii) approve the forms of certain documents to be executed by the County Commission in connection with the issuance of the Series 2026 A Bonds; and (iii) authorize the

execution and delivery of such documents by the appropriate officers of the County Commission, and other matters related thereto.

15. **Review—Discuss—Consider** Not Charging Employees to Park
16. **Review—Discuss—Consider** Revising Employee Handbook to state that Employees will get paid the 15th and 30th of every month & Commission will no longer honor additional Governor Proclaimed Holidays
17. **Review—Discuss—Consider** Boom Lift
18. **Review—Discuss—Consider** Update on Fire & EMS Study
19. **Review—Discuss—Consider** Ellis Property Update
20. **Review—Discuss—Consider** Surveying 1,000ft on each side of the Rail Trail imbuements for the Meadowbrook bridge (District 9 Map 1101 Map 1, 1.1, and 2)
21. **Review—Discuss—Consider** Eminent Domain on the Nursery Property on Meadowbrook (District 9 Map 2305 Parcel 1)
22. **Review—Discuss—Consider** Meadowbrook Bridge
23. **Review—Discuss—Consider** Reappointing Conner L. Thompson to Sun Valley PSD Board
24. **Review—Discuss—Consider** Resolution to Apply for funds from Rachael Ray No-Kill Excellence Grant for Harrison County Animal Control
25. **Administrator's Report**
26. **Commissioner Comments – Questions**

CONSENT AGENDA – (NOTE: Items May Require Discussion, Review, and/or Action)

A. **Weekly Fiduciary Report from the County Clerk**
    1. October 28, 2026 through November 3, 2026
B. **Monthly Fiduciary Commission Settlements: (NONE)**
C. **Monthly Minutes/ Financial Information from Various Boards, Committees, and Public Service**
    1. Sun Valley PSD Regular Board Meeting Minutes for October 12, 2026
    2. Sun Valley PSD Financial Information for October 2026
    3. Enlarged Hepzibah PSD Regular Board Meeting for November 9, 2026
    4. Sun Valley PSD Regular Board Meeting for November 9, 2026
    5. Greater Harrison PSD Financial Information for October 2026
    6. Greater Harrison PSD Board Meeting Agenda for November 19, 2026

TABLED ITEMS - - Items May Require Discussion and/ or Approval

10:05 AM

229 S 3rd Street
Clarksburg, WV 26301

The Harrison County
Planning Department
304-624-8690

Initial Notice of Violation

Roy N Gorbey

787 Summit Park Avenue
Clarksburg, WV 26301

Code Enforcement Cases: Case

Number: #CASE-26-0079

Address: 787 Summit Park Avenue, Clarksburg

Valid From: 5-18-2026

District/Map/Parcel: 07/1111/260,261

Original Date of Notice: May 18, 2026

Code Officer Notes:
Vehicles must be made legal and operable or be removed. Please contact our office with a plan of action.

Compliance Due Date: June 18, 2026

Date of Next Inspection: June 19, 2026

Codes in Violation

Article 2. Interpretations and Definitions - 2.2 (C) - Public Nuisance
Anything, any act, any failure to act, any occupation or use of property which shall annoy, injure or endanger the safety, health, comfort or repose of the public at large and shall be deemed to include, but shall not be limited to, animals running at large; vessels or items holding stagnant water in which mosquitoes can breed; carcasses of animals not buried or otherwise disposed of in a sanitary manner; accumulations of manure non - agriculturally related or rubbish which are breeding places for flies, mosquitoes or vermin; the pollution of any body of water, stream, creek or river by sewage, industrial wastes, or other substances; noxious weeds and other rank growth of vegetation upon private property; in accordance with the International Property Maintenance Code pursuant to West Virginia Code §7-1-3n and Title 87, Series 4 (87CSR4), any condition of the structure, including appurtenances, considered an attractive nuisance to children, such as abandoned wells, shafts, basements, excavations or unsafe open structures; any structure that is unsafe for human habitation; any that is manifestly capable of being a fire hazard or is manifestly unsafe or unsecure so as to endanger life, limb or property; any structure in the state of dilapidation, deterioration, decay, faulty construction, overcrowded, open vacant or abandoned; damaged by fire to the extent so as not to provide shelter, in danger of collapse or failure and dangerous to anyone on or near the structure and surrounding premises; any premises used for illegal possession, storage or delivery of or trafficking in controlled substances, or other illegal drug activity is hereby declared a public nuisance; and all other acts, omissions to act, occupations and uses of property which are in fact a menace or detriment to the public health, safety and welfare, create conditions of slum and blight, or effect the quality of life for citizens in Harrison County.

Details

Case Type:
Junk or Inoperable Motor Vehicles

Complaint Details:
Several unlicensed junked vehicles on the property

James R. Leonard II

Robert Leonard, Code Official

5/18/26

Date

9589 0710 5270 0834 2630 74

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- ☐ Certified Mail Restricted Delivery $ _____
- ☐ Adult Signature Required $ _____
- ☐ Adult Signature Restricted Delivery $ _____

Postage
$

Total Postage and Fees
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5/18/2026

Sent To Roy N Gorbey
Street and Apt. No., or PO Box No. 787 Summit Park Avenue
City, State, ZIP+4® Clarksburg WV 26301-5923

PS Form 3800, January 2023 PSN 7530-02-000-9047 **See Reverse for Instructions**

Harrison County Sheriff's Office
609 West Main Street
Clarksburg, West Virginia 26301
Law Enforcement 304-423-7700
Civil Process 304-423-7708 / Home Incarceration 304-423-7710

PLANNING COMMISSION

Return # 210032
Process # CIV26-03473
Docket # 26-0079
Reference #

STATE OF WEST VIRGINIA }
COUNTY OF HARRISON }
}
}
HARRISON COUNTY PLANNING COMMISSION }
Plaintiff, } IN PERSON
- vs - }
ROY N GORBEY }
Defendant }

I hereby certify that on the **19th day of May, 2026**, **an INITIAL NOTICE OF VIOLATION; CLEAN UP FLYER; IMAGES**, in the above entitled action, came into my hand for service. That on the **20th day of May, 2026** at **1:15 PM**, in said county, **I did serve the documents on ROY N GORBEY**.
Served the within **an INITIAL NOTICE OF VIOLATION; CLEAN UP FLYER; IMAGES** on the within named **ROY N GORBEY** by delivering a copy of the within **an INITIAL NOTICE OF VIOLATION; CLEAN UP FLYER; IMAGES** to him/her in person at **787 SUMMIT PARK AVE, CLARKSBURG, WV 26301** in Harrison County, West Virginia, on the**20th day of May, 2026** at **1:15 PM.**

Item	Disburse To	Amount Owed	Amount Paid
		Total Owed	**$0.00**
		Total Paid	**$0.00**
		Uncollectible	**$0.00**
		Remaining	**$0.00**

Invoice # IN202603478
HARRISON COUNTY PLANNING COMMISSION
229 S 3RD ST, CLARKSBURG, WV 26301

Comments
IN PERSON

Date Returned 5/20/26

Signed _____ **Date** 5/20/26

Robert Matheny II
Harrison County Sheriff
By: Vincent Olliverio
609 W MAIN ST
CLARKSBURG, WV 26301
Phone: (304) 423-7700
Fax: (304) 423-7945

229 S 3rd Street
Clarksburg, WV 26301

The Harrison County
Planning Department
304-624-8690

Initial Notice of Violation

Roy N Gorbey

787 Summit Park Avenue
Clarksburg, WV 26301

Code Enforcement Cases: Case

Number: #CASE-26-0079
Valid From: 5-18-2026

Address: 787 Summit Park Avenue, Clarksburg

District/Map/Parcel: 07/1111/260,261

Original Date of Notice: May 18, 2026

Code Officer Notes:
Vehicles must be made legal and operable or be removed. Please contact our office with a plan of action.

Compliance Due Date: June 18, 2026

Date of Next Inspection: June 19, 2026

Codes in Violation

Article 2. Interpretations and Definitions - 2.2 (C) - Public Nuisance
Anything, any act, any failure to act, any occupation or use of property which shall annoy, injure or endanger the safety, health, comfort or repose of the public at large and shall be deemed to include, but shall not be limited to, animals running at large; vessels or items holding stagnant water in which mosquitoes can breed; carcasses of animals not buried or otherwise disposed of in a sanitary manner; accumulations of manure non - agriculturally related or rubbish which are breeding places for flies, mosquitoes or vermin; the pollution of any body of water, stream, creek or river by sewage, industrial wastes, or other substances; noxious weeds and other rank growth of vegetation upon private property; in accordance with the International Property Maintenance Code pursuant to West Virginia Code §7-1-3n and Title 87, Series 4 (87CSR4), any condition of the structure, including appurtenances, considered an attractive nuisance to children, such as abandoned wells, shafts, basements, excavations or unsafe open structures; any structure that is unsafe for human habitation; any that is manifestly capable of being a fire hazard or is manifestly unsafe or unsecure so as to endanger life, limb or property; any structure in the state of dilapidation, deterioration, decay, faulty construction, overcrowded, open vacant or abandoned; damaged by fire to the extent so as not to provide shelter, in danger of collapse or failure and dangerous to anyone on or near the structure and surrounding premises; any premises used for illegal possession, storage or delivery of or trafficking in controlled substances, or other illegal drug activity is hereby declared a public nuisance; and all other acts, omissions to act, occupations and uses of property which are in fact a menace or detriment to the public health, safety and welfare, create conditions of slum and blight, or effect the quality of life for citizens in Harrison County.

Details

Case Type:
Junk or Inoperable Motor Vehicles

Complaint Details:
Several unlicensed junked vehicles on the property

J. P.
1315

James R. Leonard II

5/18/26
Date

Robert Leonard, Code Official

RECEIVED
MAY 19 2026
HARRISON COUNTY
PROCESS DIVISION

A2173









Harrison County Sheriff's Office
609 West Main Street
Clarksburg, West Virginia 26301
Law Enforcement 304-423-7700
Civil Process 304-423-7708 / Home Incarceration 304-423-7710

PLANNING COMMISSION

Return # 210032
Process # CIV26-03473
Docket # 26-0079
Reference #

STATE OF WEST VIRGINIA }
COUNTY OF HARRISON }
}
}
HARRISON COUNTY PLANNING COMMISSION }
Plaintiff, } IN PERSON
- vs - }
ROY N GORBEY }
Defendant }

I hereby certify that on the **19th day of May, 2026**, **an INITIAL NOTICE OF VIOLATION; CLEAN UP FLYER; IMAGES**, in the above entitled action, came into my hand for service. That on the **20th day of May, 2026** at **1:15 PM**, in said county, **I did serve the documents on ROY N GORBEY**.
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Item	Disburse To	Amount Owed	Amount Paid
		Total Owed	**$0.00**
		Total Paid	**$0.00**
		Uncollectible	**$0.00**
		Remaining	**$0.00**

Invoice # IN202603478
HARRISON COUNTY PLANNING COMMISSION
229 S 3RD ST, CLARKSBURG, WV 26301

Comments
IN PERSON

Date Returned 5/20/26

Signed _____ **Date** 5/20/26

Robert Matheny II
Harrison County Sheriff
By: Vincent Olliverio
609 W MAIN ST
CLARKSBURG, WV 26301
Phone: (304) 423-7700
Fax: (304) 423-7945

229 S 3rd Street
Clarksburg, WV 26301

The Harrison County
Planning Department
304-624-8690

Initial Notice of Violation

Roy N Gorbey

787 Summit Park Avenue
Clarksburg, WV 26301

Code Enforcement Cases: Case

Number: #CASE-26-0079
Valid From: 5-18-2026

Address: 787 Summit Park Avenue, Clarksburg

District/Map/Parcel: 07/1111/260,261

Original Date of Notice: May 18, 2026

Code Officer Notes:
Vehicles must be made legal and operable or be removed. Please contact our office with a plan of action.

Compliance Due Date: June 18, 2026

Date of Next Inspection: June 19, 2026

Codes in Violation

Article 2. Interpretations and Definitions - 2.2 (C) - Public Nuisance
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Details

Case Type:
Junk or Inoperable Motor Vehicles

Complaint Details:
Several unlicensed junked vehicles on the property

J. P.
1315

James R. Leonard, Sr.

Robert Leonard, Code Official

5/18/26
Date

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MAY 19 2026
HARRISON COUNTY
PROCESS DIVISION

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- ☐ Adult Signature Restricted Delivery $

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Total Postage and Fees
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Roy Gorby
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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9/3/2026
Case 26-0079

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HARRISON COUNTY PLANNING COMMISSION
COURTHOUSE
301 WEST MAIN STREET
CLARKSBURG, WEST VIRGINIA 26301

Roy N. Gorby
787 Summit Park Ave.
Clarksburg WV

UNC

NIXIE 152 DE 1 0009/30/26
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 26301297599 *2271-00188-04-24

9/9/26

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609 West Main Street
Clarksburg, West Virginia 26301
Law Enforcement 304-423-7700
Civil Process 304-423-7708 / Home Incarceration 304-423-7710

PLANNING COMMISSION

Return # 212506
Process # CIV26-05884
Docket #
Reference #

STATE OF WEST VIRGINIA }
COUNTY OF HARRISON }
}
}
HARRISON COUNTY PLANNING COMMISSION }
Plaintiff, } IN PERSON
- vs - }
ROY N GORBY }
Defendant }

I hereby certify that on the **4th day of September, 2026**, **a NOTICE OF HEARING**, in the above entitled action, came into my hand for service. That on the **10th day of September, 2026** at **1:48 PM**, in said county, **I did serve the documents on ROY N GORBY.**
Served the within **a NOTICE OF HEARING** on the within named **GORBY, ROY N** by delivering a copy of the within **a NOTICE OF HEARING** to him/her in person at **787 SUMMIT PARK AVE, CLARKSBURG, WV 26301** in Harrison County, West Virginia, on the**10th day of September, 2026** at **1:48 PM.**

Item	Disburse To	Amount Owed	Amount Paid
		Total Owed	**$0.00**
		Total Paid	**$0.00**
		Uncollectible	**$0.00**
		Remaining	**$0.00**

Invoice # IN202605908
HARRISON COUNTY PLANNING COMMISSION
229 S 3RD ST, CLARKSBURG, WV 26301

Comments

Date Returned 9/10/26

Signed John J Walker **Date** Sept. 10, 2026 @ 13:48

Robert Matheny II
Harrison County Sheriff
By: John Walker
609 W MAIN ST
CLARKSBURG, WV 26301
Phone: (304) 423-7700
Fax: (304) 423-7945

HARRISON COUNTY PLANNING COMMISSION
GROUND FLOOR, COURTHOUSE ANNEX
301 WEST MAIN STREET
CLARKSBURG, WEST VIRGINIA 26301

PHONE (304) 624-8690
FAX (304) 626-1070

Roy N Gorby
787 Summit Park Ave
Clarksburg, WV 26301
District 7 Map 1111 Parcel 260 and 261
Case # 26-0079
787 Summit Park Ave, Clarksburg

September 3, 2026

NOTICE OF HEARING

You are hereby notified that the Harrison County Commission has scheduled a hearing on November 18, 2026 at 10:05 am at the Harrison County Commission meeting chambers on third (3) floor of the Harrison County General Services Building at 229 South 3rd Street, Clarksburg, WV (304) 624-8692. The purpose of the hearing is to determine if the County will move forward with legal action against you for the violations of the Public Nuisance Ordinance. As you are aware, notice and or certified mail has previously been served on you regarding this matter and no action has been commenced on these violations. If you have any questions on this matter, please contact me at the above phone number of address.

Charlotte Shaffer
Harrison County Planning Director

RECEIVED
SEP 04 2026
HARRISON COUNTY
PROCESS DIVISION

9/8/26 10:38 LDT

304 624-4038 h
304 622-5651 w

9/10/26 1:45 P.M. In Person

05884







229 S 3rd Street
Clarksburg, WV 26301

10:10 AM

The Harrison County
Planning Department
304-624-8690

Initial Notice of Violation

Tami Rheinhardt & Timothy Mayle

1291 East Main Street
Salem, WV 26426

Code Enforcement Cases: Case

Number: #CASE-26-0110
Valid From: 6-30-2026

Address: 1309 E MAIN ST, SALEM
Parcel: 182605009500000000

District/Map/Parcel: 18/2605/95

Original Date of Notice: June 30, 2026

Code Officer Notes:
Property needs to be cleaned up and vehicles need to be legal & operable.

Compliance Due Date: July 30, 2026

Date of Next Inspection: July 31, 2026

Codes in Violation

Article 2. Interpretations and Definitions - 2.2 (C) - Public Nuisance
Anything, any act, any failure to act, any occupation or use of property which shall annoy, injure or endanger the safety, health, comfort or repose of the public at large and shall be deemed to include, but shall not be limited to, animals running at large; vessels or items holding stagnant water in which mosquitoes can breed; carcasses of animals not buried or otherwise disposed of in a sanitary manner; accumulations of manure non - agriculturally related or rubbish which are breeding places for flies, mosquitoes or vermin; the pollution of any body of water, stream, creek or river by sewage, industrial wastes, or other substances; noxious weeds and other rank growth of vegetation upon private property; in accordance with the International Property Maintenance Code pursuant to West Virginia Code §7-1-3n and Title 87, Series 4 (87CSR4), any condition of the structure, including appurtenances, considered an attractive nuisance to children, such as abandoned wells, shafts, basements, excavations or unsafe open structures; any structure that is unsafe for human habitation; any that is manifestly capable of being a fire hazard or is manifestly unsafe or unsecure so as to endanger life, limb or property; any structure in the state of dilapidation, deterioration, decay, faulty construction, overcrowded, open vacant or abandoned; damaged by fire to the extent so as not to provide shelter, in danger of collapse or failure and dangerous to anyone on or near the structure and surrounding premises; any premises used for illegal possession, storage or delivery of or trafficking in controlled substances, or other illegal drug activity is hereby declared a public nuisance; and all other acts, omissions to act, occupations and uses of property which are in fact a menace or detriment to the public health, safety and welfare, create conditions of slum and blight, or effect the quality of life for citizens in Harrison County.

Details

Case Type:
General, Junk or Inoperable Motor Vehicles

Complaint Details:
Property is filled with junk/rubbish and illegal/inoperable vehicles

James R. Leonard II

Robert Leonard, Code Official

6/30/26
Date



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- ☐ Adult Signature Restricted Delivery $

Postage
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Total Postage and Fees
$

1309 E Main Street
Case 24-0110

Postmark Here

6/30/2024

9589 0710 5270 0834 2634 56

Sent To: Tami Rheinhardt & Timothy Mayle
Street and Apt. No., or PO Box No.: 1291 E Main Street
City, State, ZIP+4®: Salem, WV 26426-7545

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Tami Rheinhardt & Timothy Mayle
1291 East Main Street
Salem, WV 26426-7545

9590 9402 8323 3094 0434 67

2. Article Number (Transfer from service label)
9589 0710 5270 0834 2634 56

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☒ Agent
☐ Addressee

B. Received by (Printed Name)
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Harrison County Sheriff's Office
609 West Main Street
Clarksburg, West Virginia 26301
Law Enforcement 304-423-7700
Civil Process 304-423-7708 / Home Incarceration 304-423-7710

PLANNING COMMISSION

Return # 210919
Process # CIV26-04291
Docket # 26-0110
Reference #

STATE OF WEST VIRGINIA
COUNTY OF HARRISON

HARRISON COUNTY PLANNING COMMISSION
Plaintiff,
- vs -
TAMI RHEINHARDT & TIMOTHY MAYLE
Defendant

SUBSTITUTE SERVICE

I hereby certify that on the **1st day of July, 2026**, **an INITIAL NOTICE OF VIOLATION; CLEAN UP FLYER; IMAGES**, in the above entitled action, came into my hand for service. That on the **7th day of July, 2026** at **1:30 PM**, in said county, **I did serve the documents on TAMI RHEINHARDT & TIMOTHY MAYLE**.
Served the within **an INITIAL NOTICE OF VIOLATION; CLEAN UP FLYER; IMAGES** on the within named **TAMI RHEINHARDT & TIMOTHY MAYLE**, on the **7th day of July, 2026** at **1:30 PM** by delivering on that day a copy of said **an INITIAL NOTICE OF VIOLATION; CLEAN UP FLYER; IMAGES** to **DARRIN RHEINHARDT (SON)** , (a member of His/Her family over the age of sixteen years), at His/her usual place of abode, **1291 E MAIN ST, SALEM, WV 26426** in Harrison County, West Virginia, giving the said **DARRIN RHEINHARDT (SON)** information of the purport of said **an INITIAL NOTICE OF VIOLATION; CLEAN UP FLYER; IMAGES** the said **TAMI RHEINHARDT & TIMOTHY MAYLE** not being found.

Item	Disburse To	Amount Owed	Amount Paid
		Total Owed	**$0.00**
		Total Paid	**$0.00**
		Uncollectible	**$0.00**
		Remaining	**$0.00**

Invoice # IN202604315
HARRISON COUNTY PLANNING COMMISSION
229 S 3RD ST, CLARKSBURG, WV 26301

Comments

Date Returned 7/7/26

Signed Sandra Mikes **Date** 7-7-26

Robert Matheny II
Harrison County Sheriff
By: Sandra Mikes
609 W MAIN ST
CLARKSBURG, WV 26301
Phone: (304) 423-7700
Fax: (304) 423-7945

229 S 3rd Street
Clarksburg, WV 26301

The Harrison County
Planning Department
304-624-8690

Initial Notice of Violation

Tami Rheinhardt & Timothy Mayle
1291 East Main Street
Salem, WV 26426

Code Enforcement Cases: Case

Number: #CASE-26-0110
Valid From: 6-30-2026

Address: 1309 E MAIN ST, SALEM
Parcel: 18260500950000000

District/Map/Parcel: 18/2605/95

Original Date of Notice: June 30, 2026

Code Officer Notes:
Property needs to be cleaned up and vehicles need to be legal & operable.

Compliance Due Date: July 30, 2026

Date of Next Inspection: July 31, 2026

Codes in Violation

Article 2. Interpretations and Definitions - 2.2 (C) - Public Nuisance
Anything, any act, any failure to act, any occupation or use of property which shall annoy, injure or endanger the safety, health, comfort or repose of the public at large and shall be deemed to include, but shall not be limited to, animals running at large; vessels or items holding stagnant water in which mosquitoes can breed; carcasses of animals not buried or otherwise disposed of in a sanitary manner; accumulations of manure non - agriculturally related or rubbish which are breeding places for flies, mosquitoes or vermin; the pollution of any body of water, stream, creek or river by sewage, industrial wastes, or other substances; noxious weeds and other rank growth of vegetation upon private property; in accordance with the International Property Maintenance Code pursuant to West Virginia Code §7-1-3n and Title 87, Series 4 (87CSR4), any condition of the structure, including appurtenances, considered an attractive nuisance to children, such as abandoned wells, shafts, basements, excavations or unsafe open structures; any structure that is unsafe for human habitation; any that is manifestly capable of being a fire hazard or is manifestly unsafe or unsecure so as to endanger life, limb or property; any structure in the state of dilapidation, deterioration, decay, faulty construction, overcrowded, open vacant or abandoned; damaged by fire to the extent so as not to provide shelter, in danger of collapse or failure and dangerous to anyone or of near the structure and surrounding premises; any premises used for illegal possession, storage or delivery of or trafficking in controlled substances, or other illegal drug activity is hereby declared a public nuisance; and all other acts, omissions to act, occupations and uses of property which are in fact a menace or detriment to the public health, safety and welfare, create conditions of slum and blight, or effect the quality of life for citizens in Harrison County.

Details

Case Type:
General, Junk or Inoperable Motor Vehicles

Complaint Details:
Property is filled with junk/rubbish and illegal/inoperable vehicles

James R. Leonard

Robert Leonard, Code Official

6/30/26
Date

RECEIVED
JUL 01 2026
HARRISON COUNTY
PROCESS DIVISION

01291




NO PARKING
NO PARKING

Harrison County Sheriff's Office
609 West Main Street
Clarksburg, West Virginia 26301
Law Enforcement 304-423-7700
Civil Process 304-423-7708 / Home Incarceration 304-423-7710

PLANNING COMMISSION

Return # 213297
Process # CIV26-05885
Docket #
Reference #

STATE OF WEST VIRGINIA }
COUNTY OF HARRISON }
}
}
HARRISON COUNTY PLANNING COMMISSION }
Plaintiff, } SUBSTITUTE SERVICE
- vs - }
TAMI RHEINHARDT; TIMOTHY MAYLE }
Defendants }

I hereby certify that on the **4th day of September, 2026**, **a NOTICE OF HEARING**, in the above entitled action, came into my hand for service. That on the **2nd day of October, 2026** at **10:45 AM**, in said county, **I did serve the documents on TAMI DAWN RHEINHARDT and/or TIMOTHY MAYLE.**
Served the within **a NOTICE OF HEARING** on the within named **TAMI DAWN RHEINHARDT and/or TIMOTHY MAYLE**, on the **2nd day of October, 2026** at **10:45 AM** by delivering on that day a copy of said **a NOTICE OF HEARING** to **DARREN RHEINHARDT (SON)** , (a member of His/Her family over the age of sixteen years), at His/her usual place of abode, **1291 E MAIN ST, SALEM, WV 26426** in Harrison County, West Virginia, giving the said **DARREN RHEINHARDT (SON)** information of the purport of said **a NOTICE OF HEARING** the said **TAMI DAWN RHEINHARDT and/or TIMOTHY MAYLE** not being found.

Item	Disburse To	Amount Owed	Amount Paid
		Total Owed	**$0.00**
		Total Paid	**$0.00**
		Uncollectible	**$0.00**
		Remaining	**$0.00**

Invoice # IN202605909
HARRISON COUNTY PLANNING COMMISSION
229 S 3RD ST, CLARKSBURG, WV 26301

Comments

Date Returned 10/2/26

Signed Sandra Mikes **Date** 10.2.26

Robert Matheny II
Harrison County Sheriff
By: Sandra Mikes
609 W MAIN ST
CLARKSBURG, WV 26301
Phone: (304) 423-7700
Fax: (304) 423-7945

HARRISON COUNTY PLANNING COMMISSION
GROUND FLOOR, COURTHOUSE ANNEX
301 WEST MAIN STREET
CLARKSBURG, WEST VIRGINIA 26301

PHONE (304) 624-8690
FAX (304) 626-1070

Darren Rheinhardt
(son)
10-2-26
Sandra Mikes

Tami Rheinhardt and Timothy Mayle
1291 East Main Street
Salem, WV 26426
District 18 Map 2605 Parcel 95
Case # 26-0110
1309 East Main Street Salem

September 3, 2026

NOTICE OF HEARING

You are hereby notified that the Harrison County Commission has scheduled a hearing on November 18, 2026 at 10:10 am at the Harrison County Commission meeting chambers on third (3) floor of the Harrison County General Services Building at 229 South 3rd Street, Clarksburg, WV (304) 624-8692. The purpose of the hearing is to determine if the County will move forward with legal action against you for the violations of the Public Nuisance Ordinance. As you are aware, notice and or certified mail has previously been served on you regarding this matter and no action has been commenced on these violations. If you have any questions on this matter, please contact me at the above phone number of address.

Charlotte Shaffer
Harrison County Planning Director

RECEIVED
SEP 04 2026
HARRISON COUNTY
PROCESS DIVISION

05885

7022 1670 0002 0681 5089

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee

$

Extra Services & Fees *(check box, add fee as appropriate)*

- ☐ Return Receipt (hardcopy) $ _____
- ☐ Return Receipt (electronic) $ _____
- ☐ Certified Mail Restricted Delivery $ _____
- ☐ Adult Signature Required $ _____
- ☐ Adult Signature Restricted Delivery $ _____

Postage

$

Total Postage and Fees

$

Postmark Here

9/3/2026
case 26-110

Sent To
Tami Rheinhardt and Timothy Mayle

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 — See Reverse for Instructions

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SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tami Rheinhardt and
Timothy Mayle
1291 E. Main Street
Salem WV 26426

9590 9402 8323 3094 0493 77

2. Article Number *(Transfer from service label)*

7022 1670 0002 0681 5089

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* JAECIE EDWARDS

C. Date of Delivery 9/19/26

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ [illegible]ail
- ☐ [illegible]ail Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 — Domestic Return Receipt


BEWARE of DOG
STRATUS


STRATUS
NO
PARKING

HARRISON COUNTY COMMISSION
SPECIAL FUNDING REQUEST

Thank you for the opportunity to suport your project. Please complete this application and return it to the Harison County Commission, 301 West Main Street, Clarksburg, WV 26301 by fax or email: Facsimile: 304-624-8673; Email: countyadministrator@harrisoncountywv.gov *; Question: 304-624-8500*
Funding is derived from the State of West Virginia/Video Lottery Funding.

Date of Request: 10.28.2024

Organization Name: Shinnston Turkey Trot

Name and Title of Requester: Jason + Tammy Martin / Race Directors

Mailing Address of Organization and Responsible Person: 500 Hood Avenue, Shinnston, WV 26431
If approved, this is where the check will be sent

Telephone: 304.612.4815 Fax: _____ E-mail: Shinnstonturkeytrot@gmail.com

FEIN# 33-1905566 Is your organization an IRS 501(c) 3 not-for-profit? (Y) N
If yes, attach IRS Status Letter
If no, please explain: _____

TOTAL Cost of Project/Activity: $ 20,000.00

Dollar Amount REQUESTED - Grant: $ 1500.00 Loan: $ _____

Was project funded previously by HCC? (Y) N If so, when 2025 ; how much: $ 1500.00

Have you previously received funds from the Harrison County Commisson: (Y) N
If Yes, how much? If funded multi years - list by fiscal year?
When: 2025 ; how much: $ 1500.00
When: 2024 ; how much: $ 1500.00
When: _____ ; how much: $ _____

Purpose of request (one sentence): For helping to fund ~~the~~ expenses of the race.

If for a fair/festival/event, give dates and location: Date: 11-26-2026 Location: Shinnston Trail head

Describe the proposed activities with dollar amounts to be funded by this request:
Insurance Fee - 460.00
Sanitation Stations - 770.00
Advertisement - 1,000.00

Are your financial statements audited by an outside accounting firm? (Y) N
If Yes, by whom: Tetrick & Bartlett

Do you plan to recognize the Harrison County Commission 's contribution? (Y) N
If Yes, how? Signage, Social Media, Advertisements, etc

(Revised 8/19/14)

HARRISON COUNTY COMMISSION **SPECIAL FUNDING REQUEST**

(Name of Applicant) Jason Martin agrees that in the event of any embezzlement, theft or misappropriation of funds or property of any kind or nature or in the event of any alleged embezzlement theft or misappropriation of funds or property of any kind or nature from (Name of Applicant) Jason Martin, the recipient of funding from the Harrison County Commission hereunder, that (Name of Applicant) Jason Martin shall immediately report said incident(s) to the proper police agency having jurisdiction over such matters and, further, shall immediately report said incident(s) along with a writing describing said incident(s) have been reported to the police agency having jurisdiction, to the Harrison County Commission. Further, that (Name of Applicant) Jason Martin agrees to fully cooperate with the police and the Prosecuting Attorney's Office toward the successful prosecution of such activity.

Please attach to this Request the following:

1. IRS Letter of Tax Exemption, if you have one
2. Current List of Board of Directors with addresses
3. List other contributors with dollar amounts to your project/event
4. Balance sheet and income statement for immediate prior year, or reason why no available
5. Any additional information about your organization

FINAL REPORT REQUIRED: If approved, you agree to submit within 15 days of the event or end of project the "Final Report for Special Funding Request", on page 3 of this application OR a detailed statement of revenues and expenditures.

On behalf of the Applicant, I certify that all required information in this request is attached and correct, that we agree to the above terms, and that a Final Report (on attached Final Report or by Internal Financial Report detailing substantially same information) will be submitted within 15 days of the end of the project/event.

Signature and Title of Applicant _____ **Date** 10/28/2024

For Official Use:

This funding request is: APPROVED NOT APPROVED TABLED

Amount Approved: $_____ Paid Date: _____

With the following notations:

_____

_____

_____

Action taken at Harrison County Commission meeting on: _____

(Revised 8/19/14)

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

SHINNSTON TURKEY TROT INC
500 HOOD AVENUE
SHINNSTON, WV 26431-1325

Date:
11/19/2024
Employer ID number:
33-1905566
Person to contact:
Name: S McClam
ID number: 5537695
Telephone: (877)829-5500
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
November 12, 2024
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053719006584

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

10:20 AM

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

IN RE: ESTATE OF THEVARA SIRIBOURY

Estate No. 13204

PETITION FOR OBJECTIONS TO APPRAISEMENT OF ESTATE AND REMOVAL OF ADMINISTRATOR

Petitioners, Stefan Siriboury and Vasana Louangaphay (collectively, "Petitioners"), beneficiaries of the Estate of Thevara Siriboury, by and through their counsel, Roy H. Cunningham, Esq., and Jessica E. Ray, Esq., of Lewis Gianola PLLC, respectfully petition the County Commission of Harrison County, West Virginia, for removal of Lamphone Nhotharack, as Administrator of the Estate, to object to the Appraisement of the Estate of Thevara Siriboury, and related relief. In support thereof, Petitioners state as follows:

PARTIES

1. The Petitioners are Thevara Siriboury's (the "Decedent") sibling and beneficiaries of the Estate of Thevara Siriboury, deceased (the "Estate").

2. Lamphone Nhotharack was appointed as Administrator of the Estate by the County Commission of Harrison County (the "County Commission") on November 6, 2025.

JURISDICTION AND VENUE

3. "It is undisputed that county commissions have subject-matter jurisdiction to hear probate matters. *See* W. Va. Code § 7-1-3.

4. The County Commission has "jurisdiction in all matters of probate, the appointment and qualification of personal representatives, guardians, committees, curators, and the settlement of accounts, and in all matters relating to apprentices." *See also* W. Va. Const. Art. VIII, § 6 (probate jurisdiction is vested in the county commission the Legislature vests jurisdiction in the circuit courts).

5. The County Commission has jurisdiction to remove a fiduciary and revoke the powers of such fiduciary, which includes an administrator of an estate. *See* W. Va. Code § 44-5-5; *Lance v. McCoy*, 34 W. Va. 416, 12 S.E. 728 (1890); *Harman v. Harman*, 90 W. Va. 303, 307, 110 S.E. 718, 720 (1922).

6. Venue is proper in the County Commission because the Decedent died as a resident of Harrison County and the Estate is currently pending before the County Commission.

BACKGROUND AND PROCEDURAL HISTORY

7. The Decedent died on July 10, 2025, while residing in Harrison County, West Virginia.

8. The Estate was opened before the County Commission on November 6, 2025, and the County Commission appointed the Administrator. A copy of the appointment is attached hereto as **Exhibit A**.

9. The duly appointed Administrator has the responsibility for administering the Estate, including identifying, collecting, preserving, accounting for, and distributing Estate property in accordance with West Virginia law.

10. On February 19, 2026, the Appraisement of the Estate was recorded with the County Commission. A copy of the Appraisement is attached hereto as **Exhibit B**.

11. Schedule B of the Appraisement identifies clothing and other belongings being valued at $100.00. See **Exhibit B**.

12. Schedule E of the Appraisement identifies a Truist checking account valued at $51,714.00, a business checking account for Siri Bubble Tea, LLC, valued at $500.00, and a Truist savings account valued at $1,400.00, which provides the total value of Schedule E at $53,614.00. See **Exhibit B**.

13. Schedule F of the Appraisement identifies Decedent's interest in Siri Bubble Tea, LLC at a value of $5,000.00. See **Exhibit B**.

14. A creditor claim against the Estate was recorded with the County Commission on April 13, 2026 (the "Creditor Claim"). A copy of the Creditor Claim is attached hereto as **Exhibit C**.

15. The Creditor Claim is in the amount of $7,650.00 from WVU Medicine WVU Hospital Parent c/o DCM Services. See **Exhibit C**.

16. Petitioners' counsel mailed a letter dated May 28, 2026 ("May Letter") to the Administrator's counsel, Christopher T. Pritt, Esq., requesting documentation sufficient to verify the values assigned to the Estate's assets as reported in the Appraisement recorded at Book 498, Page 661 in the Harrison County Clerk's Office. A copy of the May Letter is attached hereto as **Exhibit D.**

17. In the May Letter, Petitioners specifically requested Truist bank statements substantiating the values set forth on Schedule E of the Appraisement, a copy of the Estate's Form ET 6.02 Nonprobate Inventory ("Nonprobate Inventory"), and documents substantiating the values and beneficiary designations reported on the Nonprobate Inventory. See **Exhibit D**.

18. Petitioners' counsel and Administrator's counsel had a call to discuss Petitioners' requested documentation.

19. Administrator's counsel provided via electronic mail on a copy of the Appraisement, Nonprobate Inventory, and certain Truist bank statements for two Truist Bank accounts.

20. On June 29, 2026, via electronic mail, Administrator's counsel stated the Administrator would provide statements for the business checking account as Petitioners'

requested.

21. Meanwhile and separate from the various requests for additional asset information, on July 14, 2026, a Satisfaction and Release of Creditor's Claim was recorded with the County Commission showing the Administrator paid $6,885.00 toward the Creditor Claim and the creditor release the Estate in full. A copy of the satisfaction and release is attached hereto as **Exhibit E.**

22. Despite two separate follow up emails dated July 28, 2026 and August 6, 2026 from Petitioners' counsel to Administrator's counsel requesting statements for the business checking account, no statements were provided.

23. The Nonprobate Inventory reports total nonprobate personal property of $520,092.00. A copy of the Nonprobate Inventory is attached hereto as **Exhibit F.**

24. The Nonprobate Inventory identifies, among other property, an Octane Environment 401(k) plan valued at $16,979.00, a checking account valued at $53,114.00, and life insurance policies having an aggregate reported value of $450,000.00. See **Exhibit F.**

25. In the same emails dated July 28, 2026 and August 6, 2026 from Petitioners' counsel to Administrator's counsel as stated above, Petitioners' counsel asked for documentation verifying the values of the Octane Environment 401(k) plan and the Global Life Insurance policy. No response was provided to Petitioners' request.

26. Although the Administrator provided some documentation in response to Petitioners' requests, the documents do not include all documentation requested by Petitioners concerning the ownership, beneficiary designations, valuation, and disposition of the assets identified in the Appraisement and Nonprobate Inventory.

COUNT I: THE ADMINISTRATOR FAILED TO ACCURATELY APPRAISE THE ESTATE

27. Petitioners incorporate by reference and reallege the allegations contained in

Paragraphs 1 through 26 of this Petition as if fully set forth herein.

28. W. Va. Code Section 44-1-14(b)(2) states the Executor shall include on the Appraisement "[a]ll probate personal property, whether tangible or intangible, including, but not limited to, stocks and bonds, bank accounts, mortgages, notes, cash, life insurance payable to the executor or administrator of the decedent's estate and all other items of probate personal property."

Appraisement

29. Petitioners object to the Appraisement as inaccurate because the "Truist checking account" and "Truist savings account" are not identifiable to the Petitioners of any other beneficiary. See **Exhibit B.**

30. Further, the account values identified on the Schedule E of the Appraisement are not supported by the statements provided by Administrator's counsel. See **Exhibit B.**

31. The Truist Bank statements identify two accounts in Decedent's name: a Truist Fundamental Checking Account ending in 5452 and Investors Deposit Account ending in 4067. A copy of the Truist Bank statements are attached hereto as **Exhibit G.**

32. The July 7, 2025, statement reports a balance of $3,698.78 in the Fundamental Checking Account and $52,172.25 in the Investors Deposit Account, for a combined balance of $55,871.03 shortly before Decedent's death. See **Exhibit G.**

33. The August 6, 2025 statement ("August Statement") is itemized and shows different date of death values in the Fundamental Checking Account and the Investors Deposit Account than the values reported on Schedule E of the Appraisement. See **Exhibits B** and **G.**

34. The August Statement provides the value of the Fundamental Checking Account on the Decedent's date of death was $2,979.64. See **Exhibit G.**

35. The August Statement provides the value of the Investors Deposit Account on the

Decedent's date of death was $52,172.25. See **Exhibit G.**

36. The August Statement reflects account activity occurring after Decedent's July 10, 2025 death, including a July 11, 2025, payroll deposit from Octane Environment in the amount of $915.51. See **Exhibit G.**

37. The September 5, 2025 statement reports balances of $3,056.59 and $52,173.11, respectively, and reflects additional withdrawals and debits from the Fundamental Checking Account. See **Exhibit G.**

38. The October 6, 2025 statement reports balances of $2,441.13 and $52,173.55, respectively, and reflects an additional $615.46 in withdrawals, debits, and service charges during the statement period. See **Exhibit G.**

39. No bank statements were provided to substantiate the "Business Checking Account: Siri Bubble Tea, LLC" allegedly held at Truist Bank.

40. Petitioners have not received sufficient documentation to reconcile the account descriptions and amounts appearing in the Appraisement with the Truist Bank accounts reflected in the statements or otherwise establish the date-of-death value of each account.

Nonprobate Inventory

41. The Petitioners object to the Nonprobate Inventory as inaccurate and incomplete because the checking account documented on the Nonprobate Inventory fails to list the type of transfer, name of person with an interest in the property as joint tenant or transferee, relationship to the decedent, and a more detailed description of the property. See **Exhibit F.**

42. Upon information and belief, the value of the Decedent's Octane Environment 401(k) plan listed on the Nonprobate Inventory is incorrect given the Decedent's length of employment and contributions made.

43. Upon information and belief, the value of the Decedent's Global Life Insurance policies listed on the Nonprobate Inventory is incorrect given the value of the checks the beneficiary, Patrick Siriboury, has received.

44. Upon information and belief, the Decedent owned an account held with Wells Fargo at the time of his death.

45. Upon information and belief, the value of the Wells Fargo account which the Decedent owned at the time of his death was around $100,000.00.

46. Petitioners' counsel requested information from Administrator's counsel regarding the Wells Fargo account.

47. Administrator's counsel stated that the Administrator would contact Well Fargo, but no information has been provided to Petitioners.

48. Upon information and belief, Decedent maintained or possessed an interest in a Wells Fargo account that is not identified on the Appraisement or the Nonprobate Inventory.

49. As of the date of this Petition, the Administrator of the Estate has not filed an amended appraisement with the County Commission.

50. Upon information and belief, in mid-July 2026, the Administrator's husband called another beneficiary of the Estate and stated that a money market account valued at around $130,000.00 was found in the name of the Decedent.

51. Upon information and belief, Decedent maintained or possessed an interest in a money market account that is not identified on the Appraisement or the Nonprobate Inventory.

52. As of the date of this Petition, the Administrator of the Estate has not filed an amended appraisement with the County Commission.

53. Petitioners presently lack sufficient documentation to determine the existence,

ownership, date-of-death balance, beneficiary designation, disposition, or proper probate or nonprobate classification of those alleged accounts.

54. Petitioners respectfully request that the Administrator be compelled to identify and document all financial accounts and other assets in which Decedent possessed an interest at the time of his death and to file an amended and complete Appraisement and Nonprobate Inventory in accordance with West Virginia Code § 44-1-14.

COUNT II: WASTE BY ADMINISTRATOR

55. Petitioners incorporate by reference and reallege the allegation contained in Paragraphs 1 through 54 of this Petition as if fully set forth herein.

56. "A suit may be maintained against the personal representative of an executor in his own wrong, or the personal representative of a rightful executor or administrator by whom any waste may have been committed." W. Va. Code § 44-1-24.

57. Petitioners allege waste by the Administrator in the amount of $6,885.00. See **Exhibit E.**

58. Upon information and belief, there is an insurance settlement with a gross value of $300,000.00 due to the Estate from the Decedent's wrongful death obtained by Woodard Injury Law of Nashville, Tennessee ("Wrongful Death Settlement"). A copy of the Wrongful Death Settlement statement is attached hereto as **Exhibit H**.

59. Upon information and belief, on or before April 29, 2026, outstanding medical bills in the amount of $25,600.00 were paid by Woodard Injury Law through the Wrongful Death Settlement to various creditors, including J. W. Ruby Memorial Hospital. See **Exhibit H.**

60. On July 14, 2026, a Satisfaction and Release of Creditor's Claim was recorded with the County Commission showing the Administrator paid $6,885.00 toward the Creditor Claim and

the creditor release the Estate in full. See **Exhibit E.**

61. Upon information and belief, the Administrator paid the Creditor Claim after the claim had already been satisfied by Woodard Injury Law through the Wrongful Death Settlement.

62. Petitioners request the surcharge of the Administrator for waste in the amount of $6,885.00 improperly paid toward the Creditor Claim which, upon information and belief, had already been satisfied.

COUNT III: REMOVAL OF ADMINISTRATOR

63. Petitioners incorporate by reference and reallege the allegation contained in Paragraphs 1 through 62 of this Petition as if fully set forth herein.

64. W. Va. Code § 44-5-5 authorizes the County Commission, upon evidence presented by an interested party and reasonable notice to the fiduciary, to revoke and annul the powers of a fiduciary whenever from any cause it appears proper.

65. W. Va. Code § 44-1-15 provides that "[i]t shall be the duty of every personal representative to administer well and truly the whole personal estate of the decedent."

66. West Virginia demands the Administrator prudently administer the whole estate in good faith.

> The personal representative of the estate of a deceased acts in a fiduciary capacity. His duty to manage the estate under his control to the advantage of those interested in it and to act on their behalf. In the discharge of this duty, the executor or administrator of a deceased's estate is held to the highest degree of good faith and is required to exercise the ordinary care and reasonable diligence which prudent persons ordinarily exercise, under like circumstances, in their own personal affairs.

Latimer v. Mechling, 171 W. Va. 729, 732, 301 S.E.2d 819, 822 (1983) (internal citations omitted).

67. Petitioners seek removal of the Administrator for her various violations of fiduciary duties to the Estate and its beneficiaries including, but not limited to, the duty of care, duty of

loyalty, duty of honesty, duty to faithfully and prudently perform her duties, duty of good faith, and duty to keep beneficiaries reasonably informed of material facts sufficient to protect their interests.

68. Upon information and belief, the Administrator has not administered the whole estate because she has failed to account for the Wrongful Death Settlement which is income to the Estate after the Appraisement.

69. Upon information and belief, the Administrator has not administered the whole estate because she has failed to identify additional accounts that belong on the Appraisement and Nonprobate Inventory.

70. Upon information and belief, the Administrator has improperly wasted Estate assets on the Creditor Claim which was previously satisfied.

71. Petitioners presently lack sufficient information to determine the complete amount of Estate property received or controlled by the Administrator, the Estate's receipts and expenditures, any distributions previously made, and the assets presently remaining under administration.

72. These circumstances prevent Petitioners from determining whether all Estate assets have been properly identified, valued, collected, preserved, classified, and accounted.

73. Petitioners seek removal of the Admnisnitrator for her various violations of statutory duties to the Estate and its beneficiaries, including but not limited to: (1) her failure to administer well and truly the Estate as required by W. Va. Code § 44-1-15; (2) her failure to use due care in safeguarding records and assets of the Estate, leading to an inaccurate and incomplete Appraisement and Nonprobate Inventory; and (3) her actions constituting waste.

74. Upon information and belief, the Administrator's past disregard and violation of

her fiduciary duties foretells her continued mismanagement of the Estate. For Petitioners protection, an immediate suspension of Administrator's power and authority is necessary pending a formal hearing on this Petition.

75. Petitioners therefore request that the County Commission conduct a hearing and, upon the requisite factual showing, permanently revoke and annul the Administrator's authority pursuant to West Virginia Code § 44-5-5 and appoint a suitable successor personal representative.

WHEREFORE, Petitioners respectfully request that the County Commission:

A. Immediately suspend the power and authority of the Administrator pending a hearing and resolution on this Petition;

B. Schedule a hearing on this Objection and Petition at the earliest available date and time;

C. Remove Administrator of the Estate and appoint a suitable successor personal representative, pursuant to West Virginia Code § 44-5-5;

D. Sustain Petitioners' objections to the Appraisement and Nonprobate Inventory and require the filing of an amended and complete Appraisement;

E. Direct the Administrator to produce all outstanding records and supporting documentation concerning the assets and administration of the Estate;

F. Direct Administrator to personally assume responsibility for the waste created by paying the Creditor Claim, which was, upon information and belief, already paid;

G. Grant Petitioners their reasonable costs, including attorney fees expended in this matter;

H. Direct Administrator to personally assume the expense and payment of Petitioners' Counsel from her personal funds and not Estate assets; and

I. Grant Petitioners such other and further relief as the County Commission deems just and proper.

To the extent which the County Commission relies upon West Virginia Code §55-13-8 to grant any further relief to Petitioners, Petition requests that this Petition be deemed a "Petition" as contemplated by said statute.

STEFAN SIRIBOURY AND
VASANA LOUANGAPHAY,
By Counsel,

Jessica E. Ray, Esq. (WVSB No. 14674)
Roy H. Cunningham (WVSB No. 7310)
LEWIS GIANOLA PLLC
300 Summers Street, Suite 700
Charleston, West Virginia 25301
Phone: 304-345-2000
Fax: 304-343-7999
rcunningham@lewisgianola.com
jray@lewisgianola.com

EXHIBIT A

United States of America

BK0131 PG0643

State of West Virginia

County of Harrison, ss:

Affidavit of Appointment

I, LAMPHONE NHOTHARACK, whose address is 4061 SW CAMELOT DR LEES SUMMIT MO 64082-4743, being first duly sworn, upon oath and under penalty of perjury, do depose and say as follows:

1. The decedent, THEVARA SIRIBOURY, died Intestate on Thursday, July 10, 2025, a resident of Harrison County, in the State of West Virginia.
2. I personally signed **ALL** appointment papers in person before a Notary Public.
3. I further swear that I will faithfully perform the duties of my office to the best of my skill and judgment.

Date: NOV. 06, 2025

LAMPHONE NHOTHARACK, ADMINISTRATOR

STATE OF Missouri

COUNTY OF Jackson

Taken, subscribed and sworn to before me the undersigned authority by Missouri, this 6th day of November, 2025.

My Commission expires: 08/20/2028.

Notary Public

ALEX INGRAM
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: Aug. 20, 2028
24893466

Harrison County
John R Spires, Clerk
Instrument 202500023794
11/13/2025 @ 10:38:00 AM
APPOINTMENT AFFIDAVIT
Book 131 @ Page 643
Pages Recorded 1
Recording Cost $ 12.00

EXHIBIT B

FORM ET 6.01
Rev. 06/14

APPRAISEMENT OF THE ESTATE
FOR DECEDENTS DYING ON OR AFTER JULY 13, 2001

BK0498 PG0661

PART 1: GENERAL INFORMATION QUESTIONNAIRE

A. Decedent's Name	B. Social Security Number	C. Date of Death
THEVARA SIRIBOURY	512-84-4584	7/10/2025
D. Decedent's Residence at Death	**E. State**	**F. County**
82 STRATFORD DR, BRIDGEPORT, WV 26330	WEST VIRGINIA	HARRISON

G. Marital Status at Death: Married ☐ Single, Widow(er) or Divorced ☑ — Name of Surviving Spouse: n/a

H. West Virginia Counties Where Decedent Held Real Estate: HARRISON

I. Will this estate be required to file a Federal Estate Tax Return FORM 706 (see instructions on page 2)? YES ☐ NO ☑

J. Will this estate be required to file the **Nonprobate Inventory Form ET 6.02** (see instructions on page 3)? YES ☑ NO ☐

K. Did the Decedent leave a WILL? YES ☐ NO ☑

L. Fiduciary's Name and Mailing Address (include zip code)
LAMPHONE NHOTHARACK
4061 SW CAMELOT DRIVE
LEES SUMMIT MO 64082

Fiduciary's Phone Number: (913) 206-1126

M. Preparer's Name and Address — CPA ☐ Attorney ☑
CHRISTOPHER T. PRITT
700 WASHINGTON STREET EAST
SUITE 204
CHARLESTON, WV 25301

Preparer's Phone Number: (304) 720-4412

Harrison County
John R Gaiters, Clerk
Instrument 202600003521
02/19/2026 @ 08:25:46 AM
APPRAISEMENT
Book 498 @ Page 661
Pages Recorded 5
Recording Cost $ 12.00

PART 2: QUESTIONNAIRE OF NONPROBATE REAL ESTATE

Answer each of the following questions concerning the decedent's interest in NONPROBATE REAL ESTATE. **If you answer "YES" to any question below, you must complete the attached Inventory of Nonprobate Real Estate provided with this form which shows:**

a. the type of transfer(s) with reference to the question number below;
b. name(s) of the person(s) with an interest in the real estate as joint tenant or transferee;
c. relationship to the decedent of ALL above named persons;
d. market value at the date of death; and
e. description of the real estate including assessed value.

		MARKET VALUE
1. Did the decedent own an interest in any real estate as joint tenant with right of survivorship? YES ☐ NO ☑	1	0
2. Did the decedent transfer an interest in any real estate without adequate consideration within three years prior to date of death? YES ☐ NO ☑	2	0
3. Did the decedent own an interest in any real estate in an inter vivos trust (living trust) arrangement or in which the decedent retained the right of use and enjoyment? YES ☐ NO ☑	3	0
4. Did the decedent own an interest in any real estate in which the decedent retained a power of appointment, whether special or general? YES ☐ NO ☑	4	0
5. Did the decedent own an interest in any real estate as a life estate including a dower interest? YES ☐ NO ☑	5	0
6. Did the decedent own an interest in any real estate transferable by a transfer on death deed? YES ☐ NO ☑	6	0
7. TOTAL VALUE OF NONPROBATE REAL ESTATE (add lines 1 through 6 above)	7	0

PART 3: SUMMARY OF PROBATE ASSETS

Complete PART 4 first. Enter the total from each schedule of PART 4 on the appropriate line below.

		MARKET VALUE
1. Schedule A: Real estate or any interest therein	1	0
2. Schedule B: Tangible personal property of every kind	2	100
3. Schedule C: Government bonds and securities of every kind	3	0
4. Schedule D: Shares of corporate stock of every kind	4	0
5. Schedule E: Money, certificates of deposit, notes, accounts, etc.	5	53614
6. Schedule F: All other assets not hereinbefore mentioned	6	5,000
7. TOTAL VALUE OF PROBATE ASSETS (add lines 1 through 6 above)	7	58,714

PART 4: INVENTORY OF PROBATE ASSETS – TRANSFERS BY WILL OR INTESTACY
After completing PART 4, enter the total from each schedule on the appropriate line in PART 3.

SCHEDULE A: Describe any real estate or any interest in real estate. Include description and appraised value of out of state property, but do not include this amount in the total. See page 3 of the instructions.	ASSESSED VALUE	APPRAISED VALUE
NONE	0	0
TOTAL (enter the total appraised value on line 1 of PART 3)	0	0

SCHEDULE B: Tangible personal property of every kind. See page 3 of the instructions.	APPRAISED VALUE
CLOTHING, OTHER BELONGINGS	100
TOTAL (enter the total appraised value on line 2 of PART 3)	100

SCHEDULE C: Bonds and securities of every kind. See page 3 of the instructions.	APPRAISED VALUE
NONE	0
TOTAL (enter the total appraised value on line 3 of PART 3)	0

BK0498 PG0662

PART 4 *(continued)*

SCHEDULE D: Corporate stock of any kind. See page 3 of the instructions.				
NAME OF THE COMPANY	**CLOSELY HELD**	**NUMBER OF SHARES**	**MARKET VALUE PER SHARE**	**TOTAL MARKET VALUE**
NONE	☐	0	0	0
	☐			0
	☐			0
	☐			0
	☐			0
	☐			0
	☐			0
	☐			0
TOTAL (enter the total market value on line 4 of PART 3)				0

BK0498 PG0663

SCHEDULE E: Money, bank accounts, certificates of deposits, notes, accounts receivable, etc. Show dates of notes. See page 3 of instructions.	**APPRAISED VALUE**
TRUIST CHECKING ACCOUNT	51,714
BUSINESS CHECKING ACCOUNT:SIRI BUBBLE TEA, LLC- TRUIST BANK	500
TRUIST SAVINGS ACCOUNT	1,400
TOTAL (enter the total appraised value on line 5 of PART 3)	53,614

SCHEDULE F: All other assets, not hereinbefore mentioned, including insurance payable to the estate. See page 3 of the instructions.	**APPRAISED VALUE**
BUSINESS- SIRI BUBBLE TEA LLC	5,000
TOTAL (enter the total appraised value on line 6 of PART 3)	5,000

PART 5: BENEFICIARIES. List the names and relationships of all beneficiaries or heirs of the estate. Show the age of any life tenant after their name. See page 3 of the instructions.

BENEFICIARY OR HEIR	RELATIONSHIP	BENEFICIARY OR HEIR	RELATIONSHIP
VASANA LOUANAGAPHY	SISTER		
BOUNTHOM STEPHENS	SISTER		
CINDA SIHAMAYA	SISTER		
SOUVANNA SIRIBOURY	BROTHER		
STEFAN SIRIBOURY	BROTHER		

BK0498 PG0564

PART 6: OATH OF FIDUCIARY

State of Missouri County of Jackson, To-wit:

I, Lamphone Nhotharack, fiduciary for the estate of Thevara Siriboury after diligent effort to ascertain the taxable property of this estate, have made answers to each of the questions and have completed, in detail, the schedules for each category of property and believe each item thereof to be correct. I thereby believe the foregoing to be the true and lawful appraisement of ALL real estate and probate property of the estate of the above named decedent.

Lamphone Nhotharack
Fiduciary

Subscribed and sworn to before me this 16th day of January, 2026

Alex Ingram
Notary Public

My Commission expires 8/20, 2028

ALEX INGRAM
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: Aug. 20, 2028
24893466

PART 7: APPROVAL OF FIDUCIARY COMMISSIONER/FIDUCIARY SUPERVISOR

I, _____, Fiduciary Commissioner/Fiduciary Supervisor of _____ County, West Virginia, to whom the estate of the above named decedent was referred, do hereby approve the foregoing appraisement of such estate.

Given under my hand this _____ day of _____, 20_____

_____ By _____
Fiduciary Commissioner/Fiduciary Supervisor Deputy

PART 8: CLERK OF THE COUNTY COMMISSION

STATE OF WEST VIRGINIA

COUNTY OF Harrison, To-wit:

In the Clerk's office of Harrison County on the 19th day of February, 20 26 the forgoing appraisal of the above named decedent was presented and upon motion admitted to record.

Attest John Spires, Clerk

By Micah Hushi, Deputy

Decedent's Name: Thevara Siriboury

INVENTORY OF NONPROBATE REAL ESTATE

If you answered "YES" to any question under PART 2: QUESTIONNAIRE OF NONPROBATE REAL ESTATE, show the following on this page:

a. the type of transfer(s) with reference to the question number in PART 2;
b. name(s) of the person(s) with an interest in the real estate as joint tenant or transferee;
c. relationship to the decedent of ALL above named persons;
d. market value at the date of death; and
e. description of the real estate including assessed value.

BK0498 PG0665

EXHIBIT C

202600 @ 8152-1

Harrison County
John R Spires, Clerk
Instrument 202600008152
04/13/2026 @ 08:47:54 AM
ESTATE CLAIM
Book 202600 @ Page 008152
Pages Recorded 2
Recording Cost $ 15.00

PROOF OF CLAIM – AGAINST DECEDENT'S ESTATE

In the matter of the estate of
THEVARA SIRIBOURY
deceased, File # SIRIBOURY, THEVARA
Date of Death 7/10/2025

Pending before
Commissioner of Accounts,
HARRISON County, West Virginia

The undersigned, being first duly sworn, says: That he/she is the authorized agent for
WVU MEDICINE WVU HOSPITAL PARENT et al.,
a creditor of the estate of the above named decedent; that the character of the claim is listed on the attached claim detail; that the amount thereof is $ 7,650.00 ,with 0 % interest from the Date of Claim, until paid. That a proper voucher relating to said claim is hereto attached; that the said claim is just and true and that the said creditor, or any prior owner of the claim, if any there was one, has not received any part of the money stated to be due, or any security or satisfaction for the same except that which is credited.

See attached claim detail for claim basis.

Kevin Gray
Authorized Representative

Authorized Representative

WVU MEDICINE WVU HOSPITAL PARENT

et al.
C/O DCM SERVICES 1550 AMERICAN BLVD E STE 200
BLOOMINGTON MN 55425-1116
(877) 326-1533

Kevin Gray
Authorized Representative

State of Minnesota
County of Hennepin

Signed and sworn to (or affirmed) before me on MARCH 30, 2026 (date) by _____ (name(s) of person(s) signing).

SIGNATURE OF NOTARY PUBLIC

My commission expires 1/31/2029

TATION L BELL
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2029

W. Va. Code 44-2-5 (4151)

202600 @ 8152-2

AFFIDAVIT OF ACCOUNT VOUCHER

IN RE ESTATE OF: THEVARA SIRIBOURY

The undersigned, swears or affirms the truth of these statements under oath:

1. Decedent became indebted to
WVU MEDICINE WVU HOSPITAL PARENT et al.
based on obligations arising from goods, services, or credit provided by Claimant to Decedent, or contracts entered into between Claimant and Decedent.
2. The current amount of the claim is $ 7,650.00, covering the account number(s) on the attached Claim Detail.
3. The amount stated above is taken from the account records and is the amount due after accounting for all payments, credits, offsets and/or deductions
4. No security interest has been received for this claim except as noted on the attached Claim Detail.
5. I believe this claim is valid.
6. I am authorized by Claimant to make this affidavit.
7. The statements set forth in this affidavit are based on electronic business records of the Decedent's account with Claimant.
8. I am familiar with the process of creating claim packages and have reviewed the electronic account records to ensure accurate transmission of account information into the claim packages.

Authorized Representative

Kevin Gray
Authorized Representative

C/O DCM SERVICES 1550 AMERICAN BLVD E STE 200

BLOOMINGTON MN 55425-1116

State of Minnesota
County of Hennepin

Signed and sworn to (or affirmed) before me on MARCH 30, 2026 (date) by

Kevin Gray
Authorized Representative (name(s) of person(s) signing).

TATION L BELL
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2029

(Signature of Notary Public)

My commission expires: 1/31/2029

(notary seal)

CERTIFICATE OF MAILING

I, the undersigned _____, hereby certify that a true and correct copy of the foregoing was sent via U.S. Mail to:

CHRISTOPHER T PRITT
700 WASHINGTON ST E STE 204
CHARLESTON WV 25301

On MAR 3 1 2026

By: _____
Christos Karahalios

Case Number:
SIRIBOURY, THEVARA

dcm services

PF Reference No:
CL2654248

CL2654248

CLAIM DETAIL

IN RE ESTATE OF: THEVARA SIRIBOURY
Claim detail is as follows:
********5815
WVU MEDICINE WVU HOSPITAL PARENT

$6,706.59

UNSECURED.
PRIORITY CLAIM AS AN EXPENSE OF LAST ILLNESS

THE DECEDENT PURCHASED GOODS AND/OR SERVICES IN THE AMOUNT OF $6,706.59, EVIDENCED BY ACCOUNT NUMBER ********5815.

********2611
WVU MEDICINE UNIVERSITY HEALTH ASSOCIATES

$288.64

UNSECURED.

THE DECEDENT PURCHASED GOODS AND/OR SERVICES IN THE AMOUNT OF $288.64, EVIDENCED BY ACCOUNT NUMBER ********2611.

********1092
WVU MEDICINE UNIVERSITY HEALTH ASSOCIATES

$14.40

UNSECURED.

THE DECEDENT PURCHASED GOODS AND/OR SERVICES IN THE AMOUNT OF $14.40, EVIDENCED BY ACCOUNT NUMBER ********1092.

********1672
WVU MEDICINE UNIVERSITY HEALTH ASSOCIATES

$640.37

UNSECURED.

THE DECEDENT PURCHASED GOODS AND/OR SERVICES IN THE AMOUNT OF $640.37, EVIDENCED BY ACCOUNT NUMBER ********1672.

Claim Balance: $ 7,650.00

See attached statement(s) in support of this claim.

Claim Itemization

Prepared by DCM Services, LLC from information provided by
WVU MEDICINE WVU HOSPITAL PARENT

Client Name:	WVU MEDICINE WVU HOSPITAL PARENT

Number used to identify debtor	Statement Date	Total Amount Due	Debtor Name
********5815	03/30/2026	$6,706.59	THEVARA SIRIBOURY

Service Date	Description	Patient Balance
07/10/2025	Medical and/or Physician Services rendered at: WVU HOSPITAL PARENT	$6,706.59

TOTAL DUE:
$6,706.59

Claim Itemization

Prepared by DCM Services, LLC from information provided by
WVU MEDICINE UNIVERSITY HEALTH ASSOCIATES

Client Name:	WVU MEDICINE UNIVERSITY HEALTH ASSOCIATES

Number used to identify debtor	Statement Date	Total Amount Due	Debtor Name
********2611	03/30/2026	$288.64	THEVARA SIRIBOURY

Service Date	Description	Patient Balance
07/10/2025	Medical and/or Physician Services rendered at: WVU HOSPITAL PARENT	$288.64

TOTAL DUE: $288.64

Claim Itemization

Prepared by DCM Services, LLC from information provided by
WVU MEDICINE UNIVERSITY HEALTH ASSOCIATES

Client Name:	WVU MEDICINE UNIVERSITY HEALTH ASSOCIATES

Number used to identify debtor	Statement Date	Total Amount Due	Debtor Name
********1092	03/30/2026	$14.40	THEVARA SIRIBOURY

Service Date	Description	Patient Balance
07/10/2025	Medical and/or Physician Services rendered at: WVU HOSPITAL PARENT	$14.40

TOTAL DUE: $14.40

Claim Itemization

Prepared by DCM Services, LLC from information provided by
WVU MEDICINE UNIVERSITY HEALTH ASSOCIATES

Client Name:	WVU MEDICINE UNIVERSITY HEALTH ASSOCIATES

Number used to identify debtor	Statement Date	Total Amount Due	Debtor Name
********1672	03/30/2026	$640.37	THEVARA SIRIBOURY

Service Date	Description	Patient Balance
07/10/2025	Medical and/or Physician Services rendered at: WVU HOSPITAL PARENT	$640.37

TOTAL DUE: $640.37

EXHIBIT D

Charleston:
300 Summers Street, Suite 700
Charleston, WV 25301
US Mail: P.O. Box 1746
Charleston, WV 25326-1746

Morgantown:
1714 Mileground Road
Morgantown, WV 26505-3753

LEWIS GIANOLA PLLC

Writer's Contact Info
Charleston
Jessica E. Ray, Esq.
jray@lewisgianola.com
(304) 345-2000

lewisgianola.com

May 28, 2026

VIA U.S. MAIL:
Christopher T. Pritt, Esq.
Chris Pritt Law, PLLC
700 Washington Street East
Suite 204
Charleston, West Virginia 25301

Re: Estate of Thevara Siriboury – Harrison County

Dear Mr. Pritt:

Please be advised that I represent Stefan Siriboury and Vasana Louanagaphy, as beneficiaries of the Estate of Thevara Siriboury (the "Estate"). I have reviewed the Estate's filings with Harrison County with my clients, and they have some questions and concerns regarding the administration of the Estate.

I respectfully request documentation sufficient to verify the values assigned to the Estate's assets as reported by the Appraisement of the Estate recorded at Book 498 Page 661 in the Harrison County Clerk's Office (the "Appraisement"). Please provide us with Truist bank statements that would substantiate the values as set forth on Schedule E of the Appraisement.

I respectfully request a copy of the Form ET 6.02 Nonprobate Inventory of the Estate, which the Administrator is required to make available for inspection by or disclosure to any heir at law. Please provide us with all documents that would substantiate the values and beneficiary designations described on Form ET 6.02 Nonprobate Inventory of the Estate

I look forward to your prompt response. If you have any questions, please feel free to contact me. Thank you for your assistance.

Sincerely,

Jessica E. Ray, Esq.

EXHIBIT E

202600 @ 15870-

IN THE PROBATE COURT IN AND FOR HARRISON COUNTY

IN RE:	**Estate of THEVARA SIRIBOURY**
Claimant:	**See attached claim detail**
Case No:	**SIRIBOURY, THEVARA**
Account No:	**See attached claim detail**

Harrison County
John R Spires, Clerk
Instrument 202600015870
07/14/2026 @ 01:28:33 PM
ESTATE RELEASE
Book 202600 @ Page 015870
Pages Recorded 1

SATISFACTION AND RELEASE OF CREDITOR'S CLAIM

The Claimant(s) listed on the attached claim detail has/have received the sum of $ 6,885.00 as payment in satisfaction of the Claim filed in the above-referenced matter and hereby releases the Estate and Personal Representative from any and all indebtedness relating to the Claim.

Dated: MAY 29 2026

Signature: _____

Printed Name: Christos Karahalios
Authorized Representative

Claimant Address:
C/O DCM SERVICES 1550 AMERICAN BLVD E STE 200

BLOOMINGTON MN 55425-1116

State of Minnesota
County of Hennepin

Signed and sworn to (or affirmed) before me on MAY 29 2026

by Christos Karahalios
Authorized Representative (name(s) of person(s) signing).

_____
(Signature of Notary Public)

KEVIN JAMES GRAY
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2031

My commission expires: 1/31/2031

(notary seal)

SatRel Notary_R20221028

EXHIBIT F

FORM ET 6.02
Rev. 06/14

NONPROBATE INVENTORY OF THE ESTATE FOR DECEDENTS DYING ON OR AFTER JULY 13, 2001

PART 1: GENERAL INFORMATION QUESTIONNAIRE

A. Decedent's Name	B. Social Security Number	C. Date of Death
THEVARA SIRIBOURY	512-84-4584	7/10/2025
D. Decedent's Residence at Death	**E. State**	**F. County**
82 STRATFORD DRIVE APT 105, BRIDGEPORT	WET VIRGINIA	HARRISON

G. Marital Status at Death Married ☐ Name of Surviving Spouse _____ Single, Widow(er) or Divorced ☑

H. Fiduciary's Name and Mailing Address (include zip code)	I. Preparer's Name and Address CPA ☐ Attorney ☑
LAMPHONE NOY NHOTHARACK	CHRISTOPHER T. PRITT
4061 SW CAMELOT DR	700 WASHINGTON STREET EAST
LEES SUMMIT MO 64082	SUITE 204
	CHARLESTON, WV 25301
Fiduciary's Phone Number: (913) 206-1126	Preparer's Phone Number: (304) 720-4412

PART 2: QUESTIONNAIRE OF NONPROBATE PERSONAL PROPERTY

Answer each of the following questions concerning the decedent's interest in NONPROBATE PERSONAL PROPERTY. Nonprobate personal property means all property which does not pass by operation of the decedent's will or by the laws of intestate descent and distribution or is otherwise not subject to administration in a decedent's estate.

Note: All real estate and probate property are to be reported on the Appraisement of the Estate (ET 6.01) filed with the County Commission.

If you answer "YES" to any question below, you must complete PART 3 of this form which shows:

a. the type of transfer(s) with reference to the question number below;
b. name(s) of the person(s) with an interest in the property as joint tenant or transferee;
c. relationship to the decedent of ALL above named persons;
d. market value at the death; and
e. description of the property.

			MARKET VALUE
1. Did the decedent possess any powers of appointment? YES ☐ NO ☑	1		0
2. Did the decedent make any gifts or transfers without adequate consideration within three years prior to the date of death? YES ☐ NO ☑	2		0
3. Did the decedent make any transfers in Trust which passed to others upon his death? YES ☐ NO ☑	3		0
4. Did the decedent own any stock, bonds, bank accounts, certificates of deposit or other personal property as a joint tenant with the right of survivorship? YES ☑ NO ☐	4		70,092
5. Did the decedent own any life insurance policies to named beneficiaries? YES ☑ NO ☐	5		450,000
6. Did the decedent own any annuities? YES ☐ NO ☑	6		0
7. Did the decedent own an interest in any personal property as a life tenant? YES ☐ NO ☑	7		0
8. Did the decedent own any personal property which was payable on death to others? YES ☐ NO ☑	8		0
9. Did the decedent file any Federal Gift Tax Returns with the IRS or make any taxable gifts under Federal Gift Tax law or regulations? YES ☐ NO ☑	9		0
10. Did the decedent own any other nonprobate personal property includible in the federal gross estate of a decedent? YES ☐ NO ☑	10		0
11. TOTAL VALUE OF NONPROBATE PERSONAL PROPERTY (add lines 1 through 10 above)	11		520,092

PART 3: INVENTORY OF NONPROBATE PERSONAL PROPERTY (attach additional sheets if needed)

a. the type of transfer(s) with reference to the question number in PART 2;
b. name(s) of the person(s) with an interest in the property as joint tenant or transferee;
c. relationship to the decedent of ALL above named persons;
d. market value at the date of death; and
e. description of the property.

Question No.	DESCRIPTION OF PROPERTY AND TRANSFER	MARKET VALUE
4	OCTANE ENVIRONMENT 401K- Plan# 943-140-59403	16,979
	TO NAMED BENEFICIARY: LAMPHONE NHOTHARACK (UNCLE/NIECE)	0
		0
4	Checking account	53,114
		0
		0
5	Principal Life Insurance; one accidental and one life; 100k each	200,000
	Account #: 1091988-1000; To named beneficiary Lamphone Nhotharack	0
5	Global Life Insurance; one accidental and one life; 100k each;	200,000
	Policy #'s: A044028073 & A044029935; To named beneficiary	0
	Patrick Siriboury (uncle/nephew)	0
5	Aflac Life Insurance; Policy #: P0W4Y1Z0; To named beneficiary	50,000
	Patrick Siriboury (uncle/nephew)	0
TOTAL VALUE OF NONPROBATE PERSONAL PROPERTY (this total must equal total of line 11 on PART 2)		520,092

PART 4: OATH OF FIDUCIARY

State of Missouri

County of Jackson, To-wit:

I, Lamphone Nhotharack, fiduciary for the estate of Thevara Siriboury, after diligent effort to ascertain the taxable property of this estate, have made answers to each of the questions and have completed, in detail, the list for each category of property and believe each item thereof to be correct. I thereby believe the foregoing to be the true and lawful inventory of ALL nonprobate personal property of the estate of the above named decedent.

L Nhotharack
Fiduciary

Subscribed and sworn to before me this 16th day of January, 2026

Alex Ingram
Notary Public

My Commission expires 8/20, 2028

ALEX INGRAM
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: Aug. 20, 2028
24893466

EXHIBIT G-1

790-23-01-00 11431 U 0 C 001 01 T 63 001
THEVARA SIRIBOURY
82 STRATFORD DR APT 105
BRIDGEPORT WV 26330-8418

Your consolidated statement

For 07/07/2025

Contact us

Truist.com

(844) 4TRUIST or
(844) 487-8478

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Summary of your accounts

ACCOUNT NAME	ACCOUNT NUMBER	BALANCE($)	DETAILS ON
TRUIST FUNDAMENTAL CHECKING	0007021285452	3,698.78	page 1
INVESTORS DEPOSIT ACCOUNT	1000246884067	52,172.25	page 3
Total checking and money market savings accounts		$55,871.03	

Checking and money market savings accounts

▪ TRUIST FUNDAMENTAL CHECKING 0007021285452

Account summary

Your previous balance as of 06/05/2025	$4,943.64
Checks	- 1,000.00
Other withdrawals, debits and service charges	- 5,426.44
Deposits, credits and interest	+ 5,181.58
Your new balance as of 07/07/2025	= $3,698.78

Checks

DATE	CHECK #	AMOUNT($)
07/03	14351660	1,000.00
Total checks		= $ 1,000.00

Other withdrawals, debits and service charges

DATE	DESCRIPTION	AMOUNT($)
06/06	PAYMENT LIBERTY MUTUAL 2140 SIRIBOURY THEVARA	271.00
06/06	DEBIT CARD PURCHASE-PIN 06-06-25 BRIDGEPORT 0479 BFS FOODS #89	16.22
06/09	DEBIT CARD PURCHASE-PIN 06-09-25 BRIDGEPORT 0479 BFS FOODS #89	16.22
06/10	NON-TRUIST ATM INQ FEE 06-09-25 BRIDGEPORT 0479 ISPA/PIMDS	3.00
06/10	DEBIT CARD NON-TRUIST ATM FEE 06-09-25 BRIDGEPORT 0479 ISPA/PIMDS	3.00
06/10	ATM NETWORK CASH WITHDRAWAL 06-09-25 BRIDGEPORT 0479 ISPA/PIMDS	104.00
06/16	DEBIT CARD PURCHASE-PIN 06-13-25 BURLEY ID 0479 ID LIQUOR STORE #221	86.23
06/16	DEBIT CARD PURCHASE-PIN 06-13-25 BURLEY 0479 STINKER # 65	15.89
06/16	DEBIT CARD RECURRING PYMT Spectrum 06-14 855-707-7328 MO 0479	264.33
06/16	DEBIT CARD PURCHASE-PIN 06-14-25 BURLEY 0479 WAL-MART #1900	47.95

continued

■ TRUIST FUNDAMENTAL CHECKING 0007021285452 (continued)

DATE	DESCRIPTION	AMOUNT($)
06/18	DEBIT CARD PURCHASE-PIN 06-17-25 BURLEY 0479 STINKER # 65	117.01
06/18	DEBIT CARD PURCHASE-PIN 06-17-25 BURLEY ID 0479 ID LIQUOR STORE #221	79.98
06/18	DEBIT CARD PURCHASE-PIN 06-17-25 BURLEY 0479 WAL-MART #1900	20.28
06/20	DEBIT CARD PURCHASE-PIN 06-18-25 TWIN FALLS 0479 *NARA RAMEN SHUSHI BAR	265.29
06/20	DEBIT CARD PURCHASE-PIN 06-18-25 BURLEY ID 0479 ID LIQUOR STORE #221	211.95
06/20	DEBIT CARD PURCHASE LOVE'S #0686 INSID 06-19 BRIGHAM CITY UT 0479	8.00
06/20	DEBIT CARD PURCHASE-PIN 06-19-25 BIG SPRINGS NE 0479 MAVERIK #715	8.07
06/20	DEBIT CARD PURCHASE-PIN 06-19-25 YORK 0479 PUMP AND PANTRY	7.45
06/23	DEBIT CARD PURCHASE KUM&GO 0059R WAUKE 06-20 WAUKEE IA 0479	8.32
06/23	DEBIT CARD PURCHASE-PIN 06-20-25 OAKWOOD 0479 PILOT TRAVEL CE	21.49
06/23	DEBIT CARD PURCHASE-PIN 06-20-25 BRIDGEPORT 0479 SPEEDWAY 635 W MAIN S	6.30
06/23	DEBIT CARD PURCHASE-PIN 06-21-25 CLARKSBURG 0479 ASIA ROYAL GROCERY	47.37
06/23	DEBIT CARD PURCHASE-PIN 06-21-25 CLARKSBURG 0479 KROGER #7 102 EMILY DR	69.38
06/23	DEBIT CARD PURCHASE-PIN 06-21-25 BRIDGEPORT 0479 BRIDGEPORT PRIC	21.09
06/23	DEBIT CARD NON-TRUIST ATM FEE 06-21-25 BRIDGEPORT 0479 PNC BANK	3.00
06/23	ATM NETWORK CASH WITHDRAWAL 06-21-25 BRIDGEPORT 0479 PNC BANK	400.00
06/25	DEBIT CARD RECURRING PYMT ACIC WV INS (GWREC 06-24 800-207-7947 TX 0479	122.33
06/25	DEBIT CARD PURCHASE-PIN 06-24-25 BRIDGEPORT 0479 BFS FOODS #35	245.64
06/26	DEBIT CARD PURCHASE-PIN 06-26-25 BRIDGEPORT 0479 BFS FOODS #89	55.59
06/27	DEBIT CARD PURCHASE HARRISON RURAL ELE 06-26 HARRISONREA.E WV 0479	72.90
06/27	DEBIT CARD PURCHASE PSN*SOUTHWESTERNWA 06-26 866-917-7368 WV 0479	38.96
06/27	NON-TRUIST ATM INQ FEE 06-27-25 BRIDGEPORT WV 0479 P442033	3.00
06/30	DEBIT CARD PURCHASE GREATER HARRISON C 06-26 304-745-3463 WV 0479	46.92
06/30	DEBIT CARD NON-TRUIST ATM FEE 06-27-25 BRIDGEPORT WV 0479 P442033	3.00
06/30	ATM NETWORK CASH WITHDRAWAL 06-27-25 BRIDGEPORT WV 0479 P442033	202.00
06/30	DEBIT CARD PURCHASE-PIN 06-29-25 CLARKSBURG 0479 ASIA ROYAL GROCERY	113.45
06/30	NON-TRUIST ATM INQ FEE 06-30-25 BRIDGEPORT WV 0479 P442033	3.00
06/30	DEBIT CARD PURCHASE-PIN 06-30-25 BRIDGEPORT WV 0479 BFS FOODS #89	17.08
07/01	DEBIT CARD RECURRING PYMT CRICKET WIRELESS 06-30 855-246-2461 FL 0479	63.00
07/01	INS PREM ALLSTATE INS CO 9416 SIRIBOURY	154.15
07/01	DEBIT CARD PURCHASE-PIN 07-01-25 BRIDGEPORT 0479 SPEEDWAY 635 W MAIN S	23.27
07/02	DEBIT CARD PURCHASE-PIN 07-01-25 WESTON WV 0479 SHEETZ 0206	10.67
07/03	DEBIT CARD PURCHASE SPEEDWAY 46103 07-02 BRIDGEPORT WV 0479	111.36
07/03	NON-TRUIST ATM INQ FEE 07-03-25 BRIDGEPORT WV 0479 P442033	3.00
07/03	DEBIT CARD PURCHASE-PIN 07-03-25 BRIDGEPORT 0479 BFS FOODS #89	16.22
07/07	DEBIT CARD PURCHASE-PIN 07-03-25 BRIDGEPORT 0479 MOUNTAINEER HONDA	1,715.00
07/07	DEBIT CARD PURCHASE-PIN 07-04-25 VERSAILLES 0479 MARATHON 120188	35.11
07/07	DEBIT CARD PURCHASE-PIN 07-04-25 HOLLADAY TN 0479 LOVE'S #0791 OUTSIDE	34.18
07/07	DEBIT CARD PURCHASE-PIN 07-04-25 HOLLADAY TN 0479 LOVE'S #0791 INSIDE	12.59
07/07	DEBIT CARD PURCHASE-PIN 07-04-25 FORT SMITH AR 0479 RIVERPOINTE WINE & SPIRIT	84.29
07/07	DEBIT CARD PURCHASE SHELL OIL 12541748 07-05 FORT SMITH AR 0479	7.95
07/07	DEBIT CARD PURCHASE-PIN 07-05-25 FORT SMITH AR 0479 SHELL SERVICE STATION	42.50
07/07	DEBIT CARD PURCHASE-PIN 07-05-25 DENMARK 0479 AMOCO#2190400TA	39.05
07/07	DEBIT CARD PURCHASE-PIN 07-06-25 ANTIOCH TN 0479 MAPCO 7551 3800 MURFREESB	9.85
07/07	DEBIT CARD PURCHASE-PIN 07-06-25 SMYRNA TN 0479 GIL'S FOOD MART, INC.	12.56
07/07	MAINTENANCE FEE	5.00
Total other withdrawals, debits and service charges		= $5,426.44

Deposits, credits and interest

DATE	DESCRIPTION	AMOUNT($)
06/06	PAYROLL OCTANE ENVIRONME 279X SIRIBOURY, THEVARA	854.85
06/13	PAYROLL OCTANE ENVIRONME 007X SIRIBOURY, THEVARA	818.01
06/20	PAYROLL OCTANE ENVIRONME 606X SIRIBOURY, THEVARA	1,508.72
06/27	PAYROLL OCTANE ENVIRONME 604X SIRIBOURY, THEVARA	1,184.10
07/03	PAYROLL OCTANE ENVIRONME 296X SIRIBOURY, THEVARA	815.90
Total deposits, credits and interest		= $5,181.58

■ INVESTORS DEPOSIT ACCOUNT 1000246884067

Account summary

Your previous balance as of 06/05/2025	$52,171.79
Checks	- 0.00
Other withdrawals, debits and service charges	- 0.00
Deposits, credits and interest	+ 0.46
Your new balance as of 07/07/2025	**= $52,172.25**

Interest summary

Interest paid this statement period	$0.46
2025 interest paid year-to-date	$3.06
Interest rate	0.01%
Annual percentage yield (APY) earned	0.01%

Deposits, credits and interest

DATE	DESCRIPTION	AMOUNT($)
07/07	INTEREST PAYMENT	0.46
Total deposits, credits and interest		**= $0.46**

Questions, comments or errors?

For general questions/comments or to report errors about your statement or account, please call us at 1-844-4TRUIST (1-844-487-8478) 24 hours a day, 7 days a week. Truist Contact Center teammates are available to assist you from 8am – 8pm EST Monday-Friday and 8am – 5pm EST on Saturday. You may also contact your local Truist branch. To locate a Truist branch in your area, please visit Truist.com.

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Fraud Management
P.O. Box 1014
Charlotte, NC 28201

Tell us as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and deposit account number (if any)
- Describe the error or transfer you are unsure of, and explain as clearly as you can why you believe it is an error or why you need more information
- Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you also send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you, and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or questions for ATM transactions made within the United States and up to ninety (90) days for new accounts, foreign initiated transactions and point-of-sale transactions. If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, minus a maximum of $50. If we ask you to put your complaint in writing, and we do not receive it within ten (10) business days, we may not re-credit your account and you will not have use of the money during the time it takes us to complete our investigation.

Tell us AT ONCE if you believe your access device has been lost or stolen, or someone may have electronically transferred money from your account without your permission, or someone has used information from a check to conduct an unauthorized electronic fund transfer. If you tell us within two (2) business days after you learn of the loss or theft of your access device or the unauthorized transaction, you can lose no more than $50 if someone makes electronic transfers without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your access device or the unauthorized transaction, and we can prove we could have stopped someone from making electronic transfers without your permission if you had told us, you could lose as much as $500. Also, if your periodic statement shows transfers you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after sixty (60) days if we can prove we could have stopped someone from taking the money if you had told us in time.

Important information about your Truist Ready Now Credit Line Account
Once advances are made from your Truist Ready Now Credit Line Account, an INTEREST CHARGE will automatically be imposed on the account's outstanding "Average daily balance." The **INTEREST CHARGE** is calculated by applying the "Daily periodic rate" to the "Average daily balance" of your account (including current transactions) and multiplying this figure by the number of days in the billing cycle. To get the "Average daily balance," we take the beginning account balance each day, add any new advances or debits, and subtract any payments or credits and the last unpaid **INTEREST CHARGE**. This gives us the daily balance. Then we add all of the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average daily balance."

Billing Rights Summary
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If you think your statement is incorrect, or if you need more information about a Truist Ready Now Credit Line transaction on your statement, please call 1-844-4TRUIST or visit your local Truist branch. To dispute a payment, please write to us on a separate sheet of paper at the following address:

Card and Direct to Consumer Lending
PO Box 200
Wilson NC 27894-0200

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Change of address
If you need to change your address, please visit your local Truist branch or call Truist Contact Center at 1-844-4TRUIST (1-844-487-8478).

How to Reconcile Your Account		Outstanding Checks and Other Debits (Section A)			
1. List the new balance of your account from your latest statement here:		Date/Check #	Amount	Date/Check #	Amount
2. Record any outstanding debits (checks, check card purchases, ATM withdrawals, electronic transactions, etc.) in section A. Record the transaction date, the check number or type of debit and the debit amount. Add up all of the debits, and enter the sum here:					
3. Subtract the amount in Line 2 above from the amount in Line 1 above and enter the total here:					
4. Record any outstanding credits in section B. Record the transaction date, credit type and the credit amount. Add up all of the credits and enter the sum here:					
		Outstanding Deposits and Other Credits (Section B)			
5. Add the amount in Line 4 to the amount in Line 3 to find your balance. Enter the sum here. This amount should match the balance in your register.		Date/Type	Amount	Date/Type	Amount

EXHIBIT G-2

790-23-01-00 11431 U 0 C 001 01 T 63 001
THEVARA SIRIBOURY
82 STRATFORD DR APT 105
BRIDGEPORT WV 26330-8418

Your consolidated statement

For 08/06/2025

Contact us

Truist.com

(844) 4TRUIST or
(844) 487-8478

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Summary of your accounts

ACCOUNT NAME	ACCOUNT NUMBER	BALANCE($)	DETAILS ON
TRUIST FUNDAMENTAL CHECKING	0007021285452	3,402.02	page 1
INVESTORS DEPOSIT ACCOUNT	1000246884067	52,172.68	page 2
Total checking and money market savings accounts		$55,574.70	

Checking and money market savings accounts

▪ TRUIST FUNDAMENTAL CHECKING 0007021285452

Account summary

Your previous balance as of 07/07/2025	$3,698.78
Checks	- 0.00
Other withdrawals, debits and service charges	- 1,212.27
Deposits, credits and interest	+ 915.51
Your new balance as of 08/06/2025	= $3,402.02

Other withdrawals, debits and service charges

DATE	DESCRIPTION	AMOUNT($)
07/08	DEBIT CARD NON-TRUIST ATM FEE 07-07-25 ANTIOCH TN 0479 P670033	3.00
07/08	ATM NETWORK CASH WITHDRAWAL 07-07-25 ANTIOCH TN 0479 P670033	103.75
07/08	DEBIT CARD PURCHASE-PIN 07-07-25 ANTIOCH 0479 7-ELEVEN 41060	43.59
07/08	DEBIT CARD PURCHASE-PIN 07-07-25 ANTIOCH 0479 KING MARK 1801 ANTIOCH	57.94
07/08	DEBIT CARD PURCHASE-PIN 07-07-25 HURRICANE 0479 LG #5102 HURRIC	47.87
07/08	PAYMENT LIBERTY MUTUAL 2140 SIRIBOURY THEVARA	271.00
07/09	DEBIT CARD PURCHASE-PIN 07-08-25 CLARKSBURG 0479 ASIA ROYAL GROCERY	69.67
07/24	DEBIT CARD RECURRING PYMT ACIC WV INS (GWREC 07-23 ROBERTS.JUSTI TX 0479	122.32
07/30	INS PREM ALLSTATE INS CO 9416 SIRIBOURY	154.13
08/01	DEBIT CARD RECURRING PYMT CRICKET WIRELESS 07-31 855-246-2461 FL 0479	63.00
08/06	PAYMENT LIBERTY MUTUAL 2140 SIRIBOURY THEVARA	271.00
08/06	MAINTENANCE FEE	5.00
Total other withdrawals, debits and service charges		= $1,212.27

■ TRUIST FUNDAMENTAL CHECKING 0007021285452 (continued)

Deposits, credits and interest

DATE	DESCRIPTION	AMOUNT($)
07/11	PAYROLL OCTANE ENVIRONME 689X SIRIBOURY, THEVARA	915.51
Total deposits, credits and interest		= $915.51

■ INVESTORS DEPOSIT ACCOUNT 1000246884067

Account summary

Your previous balance as of 07/07/2025	$52,172.25
Checks	- 0.00
Other withdrawals, debits and service charges	- 0.00
Deposits, credits and interest	+ 0.43
Your new balance as of 08/06/2025	= $52,172.68

Interest summary

Interest paid this statement period	$0.43
2025 interest paid year-to-date	$3.49
Interest rate	0.01%
Annual percentage yield (APY) earned	0.01%

Deposits, credits and interest

DATE	DESCRIPTION	AMOUNT($)
08/06	INTEREST PAYMENT	0.43
Total deposits, credits and interest		= $0.43

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Tell us as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and deposit account number (if any)
- Describe the error or transfer you are unsure of, and explain as clearly as you can why you believe it is an error or why you need more information
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Wilson NC 27894-0200

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		Date/Check #	Amount	Date/Check #	Amount
1. List the new balance of your account from your latest statement here:					
2. Record any outstanding debits (checks, check card purchases, ATM withdrawals, electronic transactions, etc.) in section A. Record the transaction date, the check number or type of debit and the debit amount. Add up all of the debits, and enter the sum here:					
3. Subtract the amount in Line 2 above from the amount in Line 1 above and enter the total here:					
4. Record any outstanding credits in section B. Record the transaction date, credit type and the credit amount. Add up all of the credits and enter the sum here:					
		Outstanding Deposits and Other Credits (Section B)			
5. Add the amount in Line 4 to the amount in Line 3 to find your balance. Enter the sum here. This amount should match the balance in your register.		Date/Type	Amount	Date/Type	Amount

EXHIBIT G-3

790-23-01-00 11431 U 0 C 001 01 T 63 001
THEVARA SIRIBOURY
82 STRATFORD DR APT 105
BRIDGEPORT WV 26330-8418

Your consolidated statement

For 09/05/2025

Contact us

Truist.com

(844) 4TRUIST or
(844) 487-8478

If you are traveling outside of the USA and have concerns about accessing your account while you are traveling, please contact your Branch Banker or call us at 844-4TRUIST.

Summary of your accounts

ACCOUNT NAME	ACCOUNT NUMBER	BALANCE($)	DETAILS ON
TRUIST FUNDAMENTAL CHECKING	0007021285452	3,056.59	page 1
INVESTORS DEPOSIT ACCOUNT	1000246884067	52,173.11	page 1
Total checking and money market savings accounts		$55,229.70	

Checking and money market savings accounts

■ TRUIST FUNDAMENTAL CHECKING 0007021285452

Account summary

Your previous balance as of 08/06/2025	$3,402.02
Checks	- 0.00
Other withdrawals, debits and service charges	- 345.43
Deposits, credits and interest	+ 0.00
Your new balance as of 09/05/2025	= $3,056.59

Other withdrawals, debits and service charges

DATE	DESCRIPTION	AMOUNT($)
08/26	DEBIT CARD RECURRING PYMT ACIC WV INS (GWREC 08-25 ROBERTS.JUSTI TX 0479	123.30
09/02	DEBIT CARD RECURRING PYMT CRICKET WIRELESS 08-31 855-246-2461 FL 0479	63.00
09/02	INS PREM ALLSTATE INS CO 9416 SIRIBOURY	154.13
09/05	MAINTENANCE FEE	5.00
Total other withdrawals, debits and service charges		= $345.43

■ INVESTORS DEPOSIT ACCOUNT 1000246884067

Account summary

Your previous balance as of 08/06/2025	$52,172.68
Checks	- 0.00
Other withdrawals, debits and service charges	- 0.00
Deposits, credits and interest	+ 0.43
Your new balance as of 09/05/2025	= $52,173.11

Interest summary

Interest paid this statement period	$0.43
2025 interest paid year-to-date	$3.92
Interest rate	0.01%
Annual percentage yield (APY) earned	0.01%

Deposits, credits and interest

DATE	DESCRIPTION	AMOUNT($)
09/05	INTEREST PAYMENT	0.43
Total deposits, credits and interest		= $0.43

Effective September 08, 2025, the early withdrawal penalty for Certificates of Deposit (CD) will be updated.

- Prior to 09/08/2025, an early withdrawal penalty from your Certificate of Deposit had an interest penalty based on your remaining term or a minimum fee of $25, whichever was greater.

What's New:

- Effective 09/08/2025, only the interest penalty based on your remaining term will apply, there will no longer be a $25 minimum early withdrawal penalty fee.
- Please refer to the Truist Bank Services Agreement in Section L (Certificates of Deposit) for additional details on Truist's early withdrawal penalty.

Effective October 31, 2025, changes to the Bank Services Agreement ("BSA") that governs your account will take effect. These changes are found under Section B (Arbitration Agreement), Section E (Account Opening), Section G (Account Rules), and Section L (Certificates of Deposit). Continued use of your account constitutes your acceptance of the changes. The current version of the BSA can be obtained at any Truist branch or online at www.truist.com/BSA. All future transactions on your account will be governed by the amended BSA. If you have questions about these changes, contact your local Truist Branch or call 844-4TRUIST (844-487-8478).

Questions, comments or errors?

For general questions/comments or to report errors about your statement or account, please call us at 1-844-4TRUIST (1-844-487-8478) 24 hours a day, 7 days a week. Truist Contact Center teammates are available to assist you from 8am – 8pm EST Monday-Friday and 8am – 5pm EST on Saturday. You may also contact your local Truist branch. To locate a Truist branch in your area, please visit Truist.com.

Electronic fund transfers (For Consumer Accounts Only. Commercial Accounts refer to the Commercial Bank Services Agreement.)
Services such as Bill Payments and Zelle® are subject to the terms and conditions governing those services, which may not provide an error resolution process in all cases. Please refer to the terms and conditions for those services.

In case of errors or questions about your electronic fund transfers, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, IMMEDIATELY call 1-844-487-8478 or write to:

Fraud Management
P.O. Box 1014
Charlotte, NC 28201

Tell us as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and deposit account number (if any)
- Describe the error or transfer you are unsure of, and explain as clearly as you can why you believe it is an error or why you need more information
- Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you also send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you, and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or questions for ATM transactions made within the United States and up to ninety (90) days for new accounts, foreign initiated transactions and point-of-sale transactions. If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, minus a maximum of $50. If we ask you to put your complaint in writing, and we do not receive it within ten (10) business days, we may not re-credit your account and you will not have use of the money during the time it takes us to complete our investigation.

Tell us AT ONCE if you believe your access device has been lost or stolen, or someone may have electronically transferred money from your account without your permission, or someone has used information from a check to conduct an unauthorized electronic fund transfer. If you tell us within two (2) business days after you learn of the loss or theft of your access device or the unauthorized transaction, you can lose no more than $50 if someone makes electronic transfers without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your access device or the unauthorized transaction, and we can prove we could have stopped someone from making electronic transfers without your permission if you had told us, you could lose as much as $500. Also, if your periodic statement shows transfers you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after sixty (60) days if we can prove we could have stopped someone from taking the money if you had told us in time.

Important information about your Truist Ready Now Credit Line Account
Once advances are made from your Truist Ready Now Credit Line Account, an INTEREST CHARGE will automatically be imposed on the account's outstanding "Average daily balance." The **INTEREST CHARGE** is calculated by applying the "Daily periodic rate" to the "Average daily balance" of your account (including current transactions) and multiplying this figure by the number of days in the billing cycle. To get the "Average daily balance," we take the beginning account balance each day, add any new advances or debits, and subtract any payments or credits and the last unpaid **INTEREST CHARGE**. This gives us the daily balance. Then we add all of the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average daily balance."

Billing Rights Summary
In case of errors or questions about your Truist Ready Now Credit Line statement
If you think your statement is incorrect, or if you need more information about a Truist Ready Now Credit Line transaction on your statement, please call 1-844-4TRUIST or visit your local Truist branch. To dispute a payment, please write to us on a separate sheet of paper at the following address:

Card and Direct to Consumer Lending
PO Box 200
Wilson NC 27894-0200

We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared. You may telephone us, but doing so will not preserve your rights. In your letter, please provide the following information:

- Your name and account number
- Describe the error or transfer you are unsure about, and explain in detail why you believe this is an error or why you need more information
- The dollar amount of the suspected error

During our investigation process, you are not responsible for paying any amount in question; you are, however, obligated to pay the items on your statement that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount in question.

Mail-in deposits
If you wish to mail a deposit, please send a deposit ticket and check to your local Truist branch. Visit Truist.com to locate the Truist branch closest to you. Please do not send cash.

Change of address
If you need to change your address, please visit your local Truist branch or call Truist Contact Center at 1-844-4TRUIST (1-844-487-8478).

How to Reconcile Your Account		Outstanding Checks and Other Debits (Section A)			
		Date/Check #	Amount	Date/Check #	Amount
1. List the new balance of your account from your latest statement here:					
2. Record any outstanding debits (checks, check card purchases, ATM withdrawals, electronic transactions, etc.) in section A. Record the transaction date, the check number or type of debit and the debit amount. Add up all of the debits, and enter the sum here:					
3. Subtract the amount in Line 2 above from the amount in Line 1 above and enter the total here:					
4. Record any outstanding credits in section B. Record the transaction date, credit type and the credit amount. Add up all of the credits and enter the sum here:					
		Outstanding Deposits and Other Credits (Section B)			
5. Add the amount in Line 4 to the amount in Line 3 to find your balance. Enter the sum here. This amount should match the balance in your register.		Date/Type	Amount	Date/Type	Amount

EXHIBIT G-4

790-23-01-00 11431 U 0 C 001 01 T 63 001
THEVARA SIRIBOURY
82 STRATFORD DR APT 105
BRIDGEPORT WV 26330-8418

Your consolidated statement

For 10/06/2025

Contact us

Truist.com

(844) 4TRUIST or
(844) 487-8478

If you are traveling outside of the USA and have concerns about accessing your account while you are traveling, please contact your Branch Banker or call us at 844-4TRUIST.

Summary of your accounts

ACCOUNT NAME	ACCOUNT NUMBER	BALANCE($)	DETAILS ON
TRUIST FUNDAMENTAL CHECKING	0007021285452	2,441.13	page 1
INVESTORS DEPOSIT ACCOUNT	1000246884067	52,173.55	page 1
Total checking and money market savings accounts		$54,614.68	

Checking and money market savings accounts

■ TRUIST FUNDAMENTAL CHECKING 0007021285452

Account summary

Your previous balance as of 09/05/2025	$3,056.59
Checks	- 0.00
Other withdrawals, debits and service charges	- 615.46
Deposits, credits and interest	+ 0.00
Your new balance as of 10/06/2025	= $2,441.13

Other withdrawals, debits and service charges

DATE	DESCRIPTION	AMOUNT($)
09/08	PAYMENT LIBERTY MUTUAL 2140 SIRIBOURY THEVARA	271.00
09/24	DEBIT CARD RECURRING PYMT ACIC WV INS (GWREC 09-23 ROBERTS,JUSTI TX 0479	122.33
10/01	DEBIT CARD RECURRING PYMT CRICKET WIRELESS 09-30 855-246-2461 FL 0479	63.00
10/01	INS PREM ALLSTATE INS CO 9416 SIRIBOURY	154.13
10/06	MAINTENANCE FEE	5.00
Total other withdrawals, debits and service charges		= $615.46

■ INVESTORS DEPOSIT ACCOUNT 1000246884067

Account summary

Your previous balance as of 09/05/2025	$52,173.11
Checks	- 0.00
Other withdrawals, debits and service charges	- 0.00
Deposits, credits and interest	+ 0.44
Your new balance as of 10/06/2025	= $52,173.55

Interest summary

Interest paid this statement period	$0.44
2025 interest paid year-to-date	$4.36
Interest rate	0.01%
Annual percentage yield (APY) earned	0.01%

Deposits, credits and interest

DATE	DESCRIPTION	AMOUNT($)
10/06	INTEREST PAYMENT	0.44
Total deposits, credits and interest		**= $0.44**

Questions, comments or errors?

For general questions/comments or to report errors about your statement or account, please call us at 1-844-4TRUIST (1-844-487-8478) 24 hours a day, 7 days a week. Truist Contact Center teammates are available to assist you from 8am – 8pm EST Monday-Friday and 8am – 5pm EST on Saturday. You may also contact your local Truist branch. To locate a Truist branch in your area, please visit Truist.com.

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Fraud Management
P.O. Box 1014
Charlotte, NC 28201

Tell us as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

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- Describe the error or transfer you are unsure of, and explain as clearly as you can why you believe it is an error or why you need more information
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Card and Direct to Consumer Lending
PO Box 200
Wilson NC 27894-0200

We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared. You may telephone us, but doing so will not preserve your rights. In your letter, please provide the following information:

- Your name and account number
- Describe the error or transfer you are unsure about, and explain in detail why you believe this is an error or why you need more information
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Change of address
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How to Reconcile Your Account		Outstanding Checks and Other Debits (Section A)			
		Date/Check #	Amount	Date/Check #	Amount
1. List the new balance of your account from your latest statement here:					
2. Record any outstanding debits (checks, check card purchases, ATM withdrawals, electronic transactions, etc.) in section A. Record the transaction date, the check number or type of debit and the debit amount. Add up all of the debits, and enter the sum here:					
3. Subtract the amount in Line 2 above from the amount in Line 1 above and enter the total here:					
4. Record any outstanding credits in section B. Record the transaction date, credit type and the credit amount. Add up all of the credits and enter the sum here:					
		Outstanding Deposits and Other Credits (Section B)			
5. Add the amount in Line 4 to the amount in Line 3 to find your balance. Enter the sum here. This amount should match the balance in your register.		Date/Type	Amount	Date/Type	Amount

For more information, please contact your local Truist branch, visit Truist.com or contact us at 1-844-4TRUIST (1-844-487-8478). MEMBER FDIC

0000060

EXHIBIT H

ver, hereinafter referred to as

of Three Hundred Thousand

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DECLARATION

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DECLARATION

BOURY, do hereby state under

RECEIVED this _____ day of _____

_____heir of Thevara Siriboury

_____heir of Thevara Siriboury

_____heir of Thevara Siriboury

_____heir of Thevara Siriboury

_____heir of Thevara Siriboury

____ Attorney

____ Print Attorney Name

Net Amo

$25

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Net Amo

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

IN RE: ESTATE OF THEVARA SIRIBOURY

Estate No. 13204

PETITIONERS' FACT WITNESS DISCLOSURE

Comes Now Petitioners, Stefan Siriboury and Vasana Louangaphay (collectively, "Petitioners"), beneficiaries of the Estate of Thevara Siriboury, by and through their counsel, Roy H. Cunningham, Esq., and Jessica E. Ray, Esq., of Lewis Gianola PLLC, and make the following disclosure of fact witnesses intended to be called at the hearing before this Commission on November 11, 2026 at 10:20 a.m.

FACT WITNESSES

1. Petitioner Stefan Siriboury

2. Petitioner Vasana Louangaphay

3. Respondent Lamphone Nhotharack

4. Souvanna Siriboury
   17193 S. Dodge St.
   Gardner, KS 66030
   Phone: 913-526-5822
   Email: sirisouvanna@msn.com
   Concerning the Decedent's assets

5. Touny Nhotharack
   4061 SW Camelot Dr.
   Lees Summit, MO 64082
   Concerning the Decedent's assets

6. Petitioners reserve the right to call any witnesses designated by Respondent.

STEFAN SIRIBOURY AND
VASANA LOUANGAPHAY,
By Counsel,

/s/ Jessica E. Ray
Jessica E. Ray (W. Va. Bar No. 14674)

Roy H. Cunningham (W. Va. Bar No. 7310)
Lewis Gianola PLLC
P.O. Box 1746
Charleston, West Virginia 25326
(304) 345-2000 – telephone
(304) 343-7999 -facsimile
jray@lewisgianola.com
rcunningham@lewisgianola.com

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

IN RE: ESTATE OF THEVARA SIRIBOURY

Estate No. 13204

CERTIFICATE OF SERVICE

I, Jessica E. Ray, counsel for the Petitioners, hereby certify that a true and exact copy of the "***Petitioners' Fact Witness Disclosure***" has been served on counsel of record via email and on the following via U.S. Mail on November 11, 2026:

Christopher T. Pritt
Chris Pritt Law, PLLC
Chris.pritt@prittlaw.com

Souvanna Siriboury
17193 S. Dodge St.
Gardner, KS 66030

Touny Nhotharack
4061 SW Camelot Dr.
Lees Summit, MO 64082

/s/ Jessica E. Ray
Jessica E. Ray (W. Va. Bar No. 14674)

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

IN RE: ESTATE OF THEVARA SIBOURY

Estate No. 13204

CERTIFICATE OF SERVICE

I, Chris Pritt, counsel for the Respondent, hereby certify that a true and exact copy of the Respondent's Witness Disclosure has been served on the following:

Jessica E. Ray, Esq.
By e-mail and facsimile

Cinda Sihamya
317 Ghost Creek Ln.
Gardner, KS 66030-1385

Souvanna Siriboury
17193 S. Dodge St.
Gardner, KS 66030-8209

Bountham Stephens
606 Fairway Road
Beltin, MO 64012-3368

Sent this the 11th day of November, 2026.

/s/ Christopher T. Pritt
Christopher T. Pritt (WVSBN: 10342)
Chris Pritt Law, PLLC
1012 Kanawha Blvd., E., 5th Floor
Charleston, WV 25301
304-720-4412
304-720-4412 (facsimile)

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

IN RE: ESTATE OF THEVARA SIBOURY

Estate No. 13204

WITNESS DISCLOSURE

COMES NOW the Respondent, Lamphone Nhothark, as administrator of the Estate of Thevara Siboury, and submits the following witness disclosure.

1. Petitioners
2. Lamphone Nhothark
3. The Respondent reserves the right to call any witnesses necessary for rebuttal.

Lamphone Nhotharack,
By Counsel

/s/ Christopher T. Pritt
Christopher T. Pritt (WVSBN: 10342)
Chris Pritt Law, PLLC
1012 Kanawha Boulevard, East, 5th Floor
Charleston, WV 25301
Phone: (304) 720-4412

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

IN RE: ESTATE OF THEVARA SIBOURY

Estate No. 13204

ANSWER TO PETITION FOR OBJECTIONS TO APPRAISEMENT OF ESTATE AND REMOVAL OR ADMINISTRATOR

COMES NOW the Respondent, Lamphone Nhothark, as administrator of the Estate of Thevara Siboury, and submits this Answer to the Petitioners' Petition for Objections to Appraisement of Estate and Removal of Administrator. In support of this response the following is submitted.

1. The Respondent admits to the allegations contained in paragraphs 1, 2, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 26.

2. No response is required for paragraphs 3, 4, 5, 27, and 28 inasmuch as these paragraphs call for a legal conclusion.

4. The Respondent is without sufficient knowledge as to the state of mind of the Petitioners, as referenced in paragraph 29. Further, this paragraph states an objection. To the extent a response is required, the Respondent denies and demands strict proof thereof.

5. In response to paragraphs 30 through 40, the Respondent states the following. The balance showing for the Truist accounts was $55,871.03 on July 7, 2025 based on Exhibit G-1. The amount listed on the appraisement for the Truist accounts on the appraisement was $53,114.00. As to the payroll deposit of July 11, 2026, this was a deposit made after the date of death and for this reason would not be considered for purposes of the appraisement. Between July 7, and July 10, debits were made from the Truist account with a new balance totaling $55274.88 on July 10.

6. In response to paragraph 41, Respondent is without sufficient information to know the state of mind of the Petitioners. Further, this paragraph states an objection. To the extent a response is required, the Respondent denies and demands strict proof thereof.

7. The Respondent denies the allegations contained in paragraph 42, and demands strict proof thereof.

8. The Respondent denies the allegations contained in paragraph 43, and demands strict proof thereof.

9. The Respondent denies the allegations contained in paragraph 44, and demands strict proof thereof.

10. The Respondent denies the allegations contained in paragraph 45, and demands strict proof thereof.

11. In response to paragraphs 46 and 47, the Respondent states the following. Inquiry was made to Wells Fargo. However, based on what's been relayed to the Respondent no such accounts exist.

12. The Respondent denies the allegations contained in paragraph 48, and demands strict proof thereof.

13. The Respondent admits to the allegations contained in paragraph 49.

14. The Respondent is without sufficient to admit the allegations contained in paragraph 50, but to the extent a response is required, the Respondent denies and demands strict proof thereof.

15. The Respondent denies the allegations contained in paragraph 51 and demands strict proof thereof.

16. The Respondent admits to the allegations contained in paragraph 52.

17. The Respondent is without sufficient to admit the allegations contained in paragraph 53, but to the extent a response is required, the Respondent denies and demands strict proof thereof.

18. Paragraph 54 is a request, and on this basis the Respondent neither admits nor denies. To the extent a response is required, the Respondent denies and demands strict proof thereof.

19. No response is required for paragraph 55.

20. No response is required for paragraph 56 inasmuch as this paragraph call for a legal conclusion.

21. The Respondent denies the allegation contained in paragraph 57 and demands strict proof thereof.

22. In response to paragraphs 58 through 62 the Respondent states the following. The Exhibit H received consisted of one blank page plus a number of partially readable pages. See attached Exhibit A. The Respondent cannot fully see what is contained. However, the Respondent admits wrongful death proceeds were received. As to the claim, the Respondent had a duty to pay claims for proper administration of the estate. If a duplicate payment was made, the medical provider has a duty to refund the money. Upon reimbursement being provided, no waste has occurred. The Respondent cannot see what is stated in Exhibit H. On this basis a full and complete response cannot be made, but to the extent a response is necessary for these paragraphs, unless otherwise stated herein, the Respondent denies and demands strict proof thereof.

23. No response is required for paragraph 63.

24. No response is required for paragraphs 64, 65, and 66 inasmuch as these paragraphs call for a legal conclusion.

25. No response is required for paragraph 67 inasmuch as the Petitioners just state what they are seeking. To the extent a response is required, the Respondent denies and demands strict proof thereof.

26. The Respondent denies the allegations contained in paragraph 68 and demands strict proof thereof. The respondent denies that wrongful death proceeds are income to the estate after the appraisement and demands strict proof thereof.

27. The Respondent denies the allegations contained in paragraph 69 and demands strict proof thereof.

28. The Respondent denies the allegations contained in paragraph 70 and demands strict proof thereof.

29. The Respondent is without sufficient information to admit or deny whether the Petitioners do or do not lack alleged lack of sufficient information. To the extent a response is required, the Respondent denies and demands strict proof thereof.

30. The Respondent denies the allegations contained in paragraph 72 and demands strict proof thereof.

31. No response is required for paragraph 73 inasmuch as the Petitioners just state what they are seeking. To the extent a response is required, the Respondent denies and demands strict proof thereof.

32. The Respondent denies the allegations contained in paragraph 74, and demands strict proof thereof.

33. No response is required for paragraph 73 inasmuch as the Petitioners state what they are seeking. To the extent a response is required, the Respondent denies and demands strict proof thereof.

The Respondent prays that the Petitioners' petition is denied and that the Respondent is awarded her attorney fees and costs.

Lamphone Nhotharack,
By Counsel



/s/ Christopher T. Pritt
Christopher T. Pritt (WVSBN: 10342)
Chris Pritt Law, PLLC
1012 Kanawha Boulevard, East, 5th Floor
Charleston, WV 25301
Phone: (304) 720-4412

EXHIBIT A

EXHIBIT H

ver, hereinafter referred to as

of Three Hundred Thousand

n Releasees are acknowledg

d on behalf of their heirs, e

agents, servants and all c

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DECLARATION

NAGAPHY, do hereby state ur

ring into this Release and Hol(

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

IN RE: ESTATE OF THEVARA SIBOURY

Estate No. 13204

CERTIFICATE OF SERVICE

I, Chris Pritt, counsel for the Respondent, hereby certify that a true and exact copy of the Answer to the Petitioners' Petition for Objections to Appraisement of Estate and Removal of Administrator" has been served on the following:

Jessica E. Ray, Esq.
By e-mail and facsimile

Cinda Sihamya
317 Ghost Creek Ln.
Gardner, KS 66030-1385

Souvanna Siriboury
17193 S. Dodge St.
Gardner, KS 66030-8209

Bountham Stephens
606 Fairway Road
Beltin, MO 64012-3368

Sent this the 27th day of October, 2026.

/s/ Christopher T. Pritt
Christopher T. Pritt (WVSBN: 10342)
Chris Pritt Law, PLLC
1012 Kanawha Blvd., E., 5th Floor
Charleston, WV 25301
304-720-4412
304-720-4412 (facsimile)

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

IN RE: ESTATE OF THEVARA SIRIBOURY

Estate No. 13204

REPLY TO ANSWER TO PETITION FOR OBJECTIONS TO APPRAISEMENT OF ESTATE AND REMOVAL OF ADMINISTRATOR

COMES NOW the Petitioners, Stefan Siriboury and Vasana Louangaphay (collectively, the "Petitioners"), beneficiaries of the Estate of Thevara Siriboury, by and through their counsel, Roy H. Cunningham, Esq., and Jessica E. Ray, Esq., of Lewis Gianola PLLC and submits this reply to the Answer to Petition for Objections to Appraisement of Estate and Removal of Administrator.

Petitioners reassert the allegations and arguments hereto as were set forth in the Petition for Objections to Appraisement of Estate and Removal of Administrator. In response to Paragraph 22 where Respondent stated that she were unable to view Exhibit H to the complaint, Petitioner reattaches Exhibit H, which includes a letter regarding the insurance settlement for the heirs of Thevara Siriboury and an attached Settlement Statement and Receipt and Release of Claims.

Respectfully submitted October 4, 2026.

STEFAN SIRIBOURY AND
VASANA LOUANGAPHAY,
By Counsel,

Jessica E. Ray, Esq. (WVSB No. 14674)
Roy H. Cunningham (WVSB No. 7310)
LEWIS GIANOLA PLLC
300 Summers Street, Suite 700
Charleston, West Virginia 25301
Phone: 304-345-2000
Fax: 304-343-7999
rcunningham@lewisgianola.com
jray@lewisgianola.com

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

IN RE: ESTATE OF THEVARA SIRIBOURY

Estate No. 13204

CERTIFICATE OF SERVICE

I, Jessica E. Ray, counsel for the Petitioners, hereby certify that a true and exact copy of the "***Reply to Answer to Petition for Objections to Appraisement of Estate and Removal of Administrator***" has been served on the following counsel of record via email.

Christopher T. Pritt
Chris Pritt Law, PLLC
1012 Kanawha Blvd., E., 5th Floor
Charleston, WV 25301
304-720-4412
304-720-4412 (facsimile)
Chris.pritt@prittlaw.com

Jessica E. Ray, Esq.

EXHIBIT H

WOODARD
INJURY LAW

5421 Highway 100 • Box 59446 • Nashville • TN • 37205 9446 • P: 615 216 0444 • F: 615 502 3084
E: contact@woodardinjurylaw.com

April 29, 2026

Vanessa Louanagaphy
219 Eisenhower Drive
Nashville, TN 37211-4001

Bounthom Stephens
606 Fairway Road
Belton, MO 64012-3368

Cinda Sihamaya
317 Ghost Creek Lane
Gardner, KS 66030-1385

Souvanna Siriboury
17193 S Dodge Street
Gardner, KS 66030-8209

Stefan Siriboury
106 Couples Court
Murfreesboro, TN 37128-6849

Re: Insurance settlement for the heirs of the deceased, Thevara Siriboury

To the family members of Thevara Siriboury:

I am so sorry to hear about the unfortunate passing of your brother, Thevara Siriboury. I was hired by Ms. Stephens to pursue insurance money that was available to be paid to Mr. Siriboury's heirs as a result of Mr. Siriboury's wrongful death. We were able to obtain the maximum amount of insurance money available through the homeowner's insurance policy that covered the owners of the dog that bit Mr. Sirboury. After medical expenses and legal fees, each sibling will receive approximately 34,000.00 dollars. A settlement statement is attached, along with a Receipt and Release of Claims. Please sign the two documents and return them to me. Once I have signatures from all the heirs, the settlement funds will be mailed to you. The settlement funds should be available in 30 days from the date that all signatures are received..

Please feel free to call me at anytime. Again, I am so sorry for your loss.

Sincerely,

Aaron Woodard

RECEIPT, RELEASE OF CLAIMS, AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement is executed this _____ day of April, 2026 by Vanesa Louanagaphy, Bounthom Stephens, Cinda Sihamaya, Souvanna Siriboury and Stefan Siriboury, hereinafter referred to as Releasors, in favor of Chandy Manivong, Khonsavanh Manivong and The Hartford Insurance Company of the Southeast, and all other persons, firms, corporations, insurance companies, associations, or partnerships whatsoever, hereinafter referred to as Releasees.

In consideration of Three Hundred Thousand and 00/100 Dollars ($300,000.00), the receipt of which from Releasees are acknowledged, the undersigned Releasors do hereby, individually, and on behalf of their heirs, assigns, executors, administrators, successors in interest, agents, servants and all other persons, firms, corporations, associations, or partnerships release, acquit and forever discharge the Releasees and any other firms, corporations, persons or entities of whatever kind or nature of and from any and all claims, actions, causes of action, demands, debts, sums of money, accounts, covenants, rights, damages, costs, loss of services, expenses, medical insurance reimbursement, compensation whatsoever, which the undersigned now have or which they shall or may have on account of or in any way arising from any and all known or unknown, foreseen and unforeseen, damages and for the consequences thereof as a result of an incident which occurred on or about July 7, 2025, at 1665 Cutoff Road, Murfreesboro, Tennessee 37129-8942 involving an alleged dog bite suffered by Thevara Siriboury from a dog owned by Chandy Manivong and/or Khonsavanh Manivong, which underlies the matter of _____ v. *Khonsavanh Manivong and Chandy*

Manivong, _____ filed on _____, 2026 in the Circuit Court of Tennessee for the Thirtieth Judicial District at Memphis.

The scope of this Release shall not be limited by the preceding paragraph and shall encompass all of the allegations pertaining to the alleged occurrence of July 7, 2025. It is understood and agreed by the parties to this Release that this is in settlement of a disputed claim and the settlement herein is not to be construed as an admission of liability on the part of the Releasees, inasmuch as Releasees deny liability and have compromised and settled this claim merely to avoid litigation and to buy their peace.

The undersigned Releasors understand that the settlement amount recited above is the full extent of payment that will be received as a result of this incident. The Releasors agree that there will be no further or additional payment for any reason as a result of this incident. Chandy Manivong, Khonsavanh Manivong and The Hartford Insurance Company of the Southeast, and all other persons, firms, corporations, insurance companies, associations, or partnerships whatsoever, are being fully released in this document and the only payment relating to this incident is the amount stated above.

The undersigned Releasors hereby agree to pay any and all outstanding assignments or liens of any kind or nature, including but not limited to liens for medical bills, out of these settlement proceeds.

The undersigned Releasors further state and represent to Releasees that in the event claims are made by third parties relating to assignments, liens or subrogation rights against Releasees, Releasees insurance company or Releasees counsel, Releasors agree to indemnify and hold Releasees harmless as to said parties in regard to such claims, including payment of attorneys' fees incurred by Releasees in defending such claims.

The undersigned do further declare and represent that no promise, inducement or agreement not herein expressed has been made to the undersigned and that this Release contains the entire agreement between the parties hereto and that the terms of this Release are contractual and not a mere recital.

The undersigned agree and declare that the terms of this Release have been completely read and are fully understood and voluntarily accepted for the purposes of making a full and final adjustment and settlement of any and all claims, disputed or otherwise, as between these parties, this Release being executed for the express purpose of precluding forever any litigation, lawsuit and/or additional claims and more specifically to dispose of by settlement and repose the matters complained of on behalf of Thevara Siriboury and by Releasors.

DECLARATION

I, VANESA LOUANAGAPHY, do hereby state under penalty of perjury that by signing this document, I am entering into this Release and Hold Harmless Agreement this __ day of April, 2026.

_____
Vanesa Louanagaphy

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of, _____, 2026.

_____
NOTARY PUBLIC

My Commission Expires:

_____

DECLARATION

I, BOUNTHOM STEPHENS, do hereby state under penalty of perjury that by signing this document, I am entering into this Release and Hold Harmless Agreement this ___ day of April, 2026.

_____
Bounthom Stephens

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2026.

_____
NOTARY PUBLIC

My Commission Expires:

_____

DECLARATION

I, CINDA SIHAMAYA, do hereby state under penalty of perjury that by signing this document, I am entering into this Release and Hold Harmless Agreement this

_____ day of April, 2026.

_____
Cinda Sihamaya

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2026.

_____
NOTARY PUBLIC

My Commission Expires:

_____

DECLARATION

I, SOUVANNA SIRIBOURY, do hereby state under penalty of perjury that by signing this document, I am entering into this Release and Hold Harmless Agreement this __ day of April, 2026.

_____
Souvanna Siriboury

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2026.

_____
NOTARY PUBLIC

My Commission Expires:

_____

DECLARATION

I, STEFAN SIRIBOURY, do hereby state under penalty of perjury that by signing this document, I am entering into this Release and Hold Harmless Agreement this _____day of April, 2026.

Sign here _____
Stefan Siriboury

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2026.

_____
NOTARY PUBLIC

My Commission Expires:

_____

Law Office of Aaron Woodard

Final Settlement Ledger
(for heirs of the deceased, Thevara Siriboury)

I, having been fully advised of my rights, have now read the entire Disbursal Sheet and concur with those calculations as stated herein and above, and accept the Net to Client as full and final settlement of this matter.

I have been advised that settlements on account of physical sickness or injury are not taxable income except that portion received for 'lost earnings' if any. I understand my attorneys have not given any tax advice and I will consult with my accountant or other tax advisor if I have any questions regarding this issue.

UNDERSTOOD, AGREED AND RECEIVED this _____ day of _____, _____

_____heir of Thevara Siriboury

_____heir of Thevara Siriboury

_____heir of Thevara Siriboury

_____heir of Thevara Siriboury

_____heir of Thevara Siriboury Sign here

_____ Attorney

_____ Print Attorney Name

_____ Date Attorney Signed

Law Office of Aaron Woodard

Final Settlement Ledger
(for heirs of the deceased, Thevara Siriboury)

Offer	$300,000.00
- Attorney Fee (33.33%)	$100,000.00
- Medical Bills	$25,600.00
- Expenses	$615.62
Total to Client	**$173,784.38**

Total to Heirs

$173,784.38 ($34,765.87 to Vanesa Louanagaphy; $34,765.87 to Bounthom Stephens; $34,765.87 to Cinda Sihamaya; $34,765.87 to Souvanna Siriboury; and $34,756.90 to Stefan Siriboury)

Medical Bills

Total: $25,600.00

Description	Net Amount Paid
PHIA Group (health insurance)	$25,600.00
HealthNet Services	$0.00
United Center	$0.00
Radiological Associates Attention: United Hospital...	$0.00
J.W Ruby Memorial Hospital	$0.00

Expenses

Total: $615.62

Description	Net Amount Paid
radiology bill chartswap	$10.00
rad ciox	$23.30
JW Ruby emergency ciox	$23.30
university health associates records ciox	$93.76
UHC records ciox	$23.56
WVU records ciox	$23.56
UHC radiology bill chartswap	$37.00
WVU bill ciox	$23.30
UHC records ciox	$82.84
materials, copies, fax, postage	$275.00

HARRISON COUNTY COMMISSION
SPECIAL FUNDING REQUEST

Thank you for the opportunity to suport your project. Please complete this application and return it to the Horison County Commission, 301 West Main Street, Clarksburg, WV 26301 by fax or email: Facsimile: 304-624-8673; Email: countyadministrator@harrisoncountywv.gov ; Question: 304-624-8500
Funding is derived from the State of West Virginia/Video Lottery Funding.

Date of Request: 10/28/2026

Organization Name: Fort New Salem Foundation, Inc

Name and Title of Requester: Dr. Joseph Audia Board Chair

Mailing Address of Organization and Responsible Person:
81 Settlers Lane PO Box 186 Salem, WV 26426
If approved, this is where the check will be sent

Telephone: 304-695-2220 Fax: 304-782-3303 E-mail: director@fortnewsalemfoundation.org

FEIN# 55-0784626 Is your organization an IRS 501(c) 3 not-for-profit? YES N
If yes, attach IRS Status Letter
If no, please explain:

TOTAL Cost of Project/Activity: $ 12,000

Dollar Amount REQUESTED - Grant: $ 5,000 Loan: $

Was project funded previously by HCC? YES N If so, when 2025 ; how much: $

Have you previously received funds from the Harrison County Commisson: Y N
If Yes, how much? If funded multi years - list by fiscal year?
When: 2025 ; how much: $ 5000
When: 2024 ; how much: $ 5000
When: 2023 ; how much: $ 5000

Purpose of request (one sentence): Spirit of Christmas in the Mountains

If for a fair/festival/event, give dates and location: Date: Location:
Nov 28, Nov 29, Dec 5 Dec 6 2026 Fort New Salem 81 Settlers Lane Salem, Wv 26462

Describe the proposed activities with dollar amounts to be funded by this request:
Operation of Spirit of Christmas in the mountains including shuttle bus

Are your financial statements audited by an outside accounting firm? YES NO
If Yes, by whom:

Do you plan to recognize the Harrison County Commission 's contribution? YES N
If Yes, how? Press Release, digital video board at ticket area, event handout, social media, website, event poster

HARRISON COUNTY COMMISSION **SPECIAL FUNDING REQUEST**

(Name of Applicant) Fort New Salem Foundation agrees that in the event of any embezzlement, theft or misappropriation of funds or property of any kind or nature or in the event of any alleged embezzlement theft or misappropriation of funds or property of any kind or nature from (Name of Applicant) Fort New Salem Foundation, the recipient of funding from the Harrison County Commission hereunder, that (Name of Applicant) Fort New Salem Foundation shall immediately report said incident(s) to the proper police agency having jurisdiction over such matters and, further, shall immediately report said incident(s) along with a writing describing said incident(s) have been reported to the police agency having jurisdiction, to the Harrison County Commission. Further, that (Name of Applicant) Fort New Salem Foundation agrees to fully cooperate with the police and the Prosecuting Attorney's Office toward the successful prosecution of such activity.

Please attach to this Request the following:

1. IRS Letter of Tax Exemption, if you have one
2. Current List of Board of Directors with addresses
3. List other contributors with dollar amounts to your project/event
4. Balance sheet and income statement for immediate prior year, or reason why no available
5. Any additional information about your organization

FINAL REPORT REQUIRED: If approved, you agree to submit within 15 days of the event or end of project the "Final Report for Special Funding Request", on page 3 of this application OR a detailed statement of revenues and expenditures.

On behalf of the Applicant, I certify that all required information in this request is attached and correct, that we agree to the above terms, and that a Final Report (on attached Final Report or by Internal Financial Report detailing substantially same information) will be submitted within 15 days of the end of the project/event.

Signature and Title of Applicant Board Chair Joseph Andra OD **Date** 10-28-2026

For Official Use:

This funding request is: APPROVED NOT APPROVED TABLED

Amount Approved: $_____ Paid Date: _____

With the following notations:

_____

_____

_____

Action taken at Harrison County Commission meeting on: _____

Fort New Salem Foundation

FORT NEW SALEM FOUNDATION
81 SETTLERS LANE
PO BOX 186
SALEM, WV 26426
WWW.FORTNEWSALEMFOUNDATION.ORG

Board Members
Dr. Joseph Audia , Chairman
Kevin Fluharty, Vice Chairman
Mark Kiger, Treasurer
Susan Zorn, Secretary
Stephen Kelley
Dennis McNaboe
Clarence Mutschelknaus
Phylicia Pilewski
Larry Rine
Bobby Samples

OCTOBER 28, 2026

The Honorable Susan Thomas
229 S 3rd Street
Clarksburg, WV 26301

Dear Commission President Thomas:

Fort New Salem is appreciative of the past support of the Harrison County Commission. Please accept this request for funding of our 52nd annual Spirit of Christmas in the Mountains.

We use this funding to offset the cost of our celebration including providing shuttle service between our campus and the parking lot at Salem University during our event.

We hope to see you on our campus for future events!

Sincerely,

Joseph Audia, OD, Board Chair
Fort New Salem Foundation
"Passionately Preserving Our Appalachian Heritage"
304-695-2220

Work: 304-782-1005
Home: 304-782-3150
Cell: 304-203-5491

CC: Commissioner Trecost
CC: Commissioner Hinkle

PRESERVE APPALACHIA

Fort New Salem Foundation

FORT NEW SALEM FOUNDATION
81 SETTLERS LANE
PO BOX 186
SALEM, WV 26426
WWW.FORTNEWSALEMFOUNDATION.ORG

Board Members
Dr. Joseph Audia , Chairman
Kevin Fluharty, Vice Chairman
Mark Kiger, Treasurer
Susan Zorn, Secretary
Stephen Kelley
Dennis McNaboe
Clarence Mutschelknaus
Phylicia Pilewski
Larry Rine
Bobby Samples

OCTOBER 28. 2026

The Honorable Susan Thomas
229 S 3rd Street
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Sincerely,

Joseph Audia, OD, Board Chair
Fort New Salem Foundation
"Passionately Preserving Our Appalachian Heritage"
304-695-2220

Work: 304-782-1005
Home: 304-782-3150
Cell: 304-203-5491

CC: Commissioner Trecost
CC: Commissioner Hinkle

PRESERVE APPALACHIA

2026 Fort New Salem Board of Directors (10-28-26)

Joseph Audia, OD	Board Chair	2228 W Main Street	Salem, WV 26426
Kevin Fluharty	Board Vice Chair	2321 Halls Run Rd.	Salem, WV 26426
R. Mark Kiger	Board Treasurer	13 Stradford Ct	Bridgeport, WV 26330
Susan Zorn	Board Secretary	147 Camp Road	West Union, WV 26456
Stephen Kelley	Board Member	96 Carolina Ave	Salem, WV 26426
Clarence Mutschelknaus	Board Member	1710 W Main Street	Salem, WV 26426
Phylicia Pilewski	Board Member	Lake Floyd	Salem, WV 26330
Larry Rine	Board Member	170 Harley Vincent Drive	Bridgeport, WV 26330
James "Bobby" Samples	Board Member	PO Box45	Salem, WV 26426

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: AUG 12 2002

FORT NEW SALEM FOUNDATION INC
PO BOX 186 I PENNSYLVANIA AVE
SALEM, WV 26426

Employer Identification Number:
55-0784626
DLN:
17053203021032
Contact Person:
KIM NGUYEN ID# 31525
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Foundation Status Classification:
509 (a) (1)
Advance Ruling Period Begins:
August 14, 2001
Advance Ruling Period Ends:
December 31, 2005
Addendum Applies:
No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make

3-A

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
11-18-26		___-___-___

NAME	ADDRESS
Morgan Hupp	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		412	

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☒ JOB	4H Program Assistant	
☐ SHIFT		
☒ RATE	5-1 - $18.96 per hour	
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

☒ HIRED	☐ PROBATIONARY PERIOD COMPLETED
☐ RE-HIRED	☐ LENGTH OF SERVICE INCREASE
☐ PROMOTION	☐ RE-EVALUATION OF EXISTING JOB
☐ DEMOTION	☐ RESIGNATION
☐ TRANSFER	☐ RETIREMENT
☐ MERIT INCREASE	☐ LAYOFF
☐ WAGE SCALE CHANGE	☐ DISCHARGE

☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)

TYPE OF LEAVE _____

☐ OTHER (Explain) _____

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE
HUMAN RESOURCES MANAGER	DATE
[signature]	11-13-26

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Amsterdam

3-B

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
11-18-26		| | | - | | - | | | |

NAME	ADDRESS
Matthew Gallo	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		401	

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

☐ HIRED	☐ PROBATIONARY PERIOD COMPLETED
☐ RE-HIRED	☐ LENGTH OF SERVICE INCREASE
☐ PROMOTION	☐ RE-EVALUATION OF EXISTING JOB
☐ DEMOTION	☒ RESIGNATION
☐ TRANSFER	☐ RETIREMENT
☐ MERIT INCREASE	☐ LAYOFF
☐ WAGE SCALE CHANGE	☐ DISCHARGE

☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)

TYPE OF LEAVE _____

☐ OTHER (Explain) _____

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE 11-12-26
HUMAN RESOURCES MANAGER	DATE 11-12-26

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Amsterdam

3-C

HARRISON COUNTY
SHERIFF AND TREASURER

ROBERT G. MATHENY

301 WEST MAIN STREET
CLARKSBURG, WEST VIRGINIA 26301
PHONE (304) 624-8550 FAX (304) 624-8734

November 5, 2026

John Spires, Harrison County Clerk
229 South 3rd Street
Clarksburg, WV 26301

Dear Mr. Spires:

Please find enclosed a Payroll Change notice for Owen Parker. Deputy Parker has resigned his position as Deputy Sheriff effective 11/17/2026. Please pay out available vacation hours if any.

Thank you for your attention to this matter.

Sincerely,

Robert G. Matheny II
Sheriff

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
11/17/2026		| | |-| | |-| | | | |

NAME	ADDRESS
Owen Parker	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		L.E.	

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ☐ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ■ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE

TYPE OF LEAVE _____

☐ OTHER (Explain) Resigned effective 11/17/2026

Pay out remaining vacation days, if any.

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Robert G. Mathews II	DATE 11-6-2026
HUMAN RESOURCES MANAGER	DATE

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3-D

HARRISON COUNTY
SHERIFF AND TREASURER

ROBERT G. MATHENY

301 WEST MAIN STREET
CLARKSBURG, WEST VIRGINIA 26301
PHONE (304) 624-8550 FAX (304) 624-8734

November 10, 2026

John Spires, Harrison County Clerk
229 S. 3rd Street
Clarksburg, WV 26301

Dear Mr. Spires:

Effective 11/25/2026, Lieutenant C. M. Heater has been promoted to the rank of Captain and his annual salary will increase to the current rate of Captain. Sergeant R. D. Harrris has been promoted to the rank of Lieutenant and his annual salary will increase to the current rate of Lieutenant.

Thank you for your attention to this matter.

Sincerely,

Robert G. Matheny II
Sheriff

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
11/25/2026		| | |-| | |-| | | | |

NAME	ADDRESS
C. M. Heater	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		L.E.	

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ☐ HIRED
- ☐ RE-HIRED
- ■ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☐ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE

TYPE OF LEAVE _____

☐ OTHER (Explain) Effective 11/25/2026, promoted to Captain

Please pay current rate for Captain

Harrison County Sheriff's Office Pay Scale 2026-2027

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Robert G. Mallory II	DATE 11-10-2026
HUMAN RESOURCES MANAGER	DATE

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3-E

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
11/25/2026		| | | - | | - | | | |

NAME	ADDRESS
R. D. Harris	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		L.E.	

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE		
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ☐ HIRED
- ☐ RE-HIRED
- ● PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☐ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE

TYPE OF LEAVE _____

☐ OTHER (Explain) Effective 11/25/2026 promoted to Lieutenant

Please pay current rate for Lieutenant

Harrison County Sheriff's Office Pay Scale 2026-2027

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Robert J. Matthews II	DATE 11-10-2026
HUMAN RESOURCES MANAGER	DATE

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3-F

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
11-9-26		___-___-___

NAME	ADDRESS
Elizabeth Skidmore	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		412	

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☒ JOB	Retirement	
☐ SHIFT		
☐ RATE		
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ☐ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☐ RESIGNATION
- ☒ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE

TYPE OF LEAVE _____

☐ OTHER (Explain) Payout all unused vacation

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE
HUMAN RESOURCES MANAGER	DATE 11-13-26

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At the special meeting of the County Commission of Harrison County held on Wednesday October 7, 2026, Commissioners Susan Thomas, David Hinkle and Patsy Treocst II were present. Also present were John Spires, County Clerk and Laura Pysz-Laulis, County Administrator. Commissioner Thomas opened the meeting.

1. **Review—Discuss** Courthouse Security (Potential Executive session to consider matters arising from the appointment, employment, retirement, promotion, transfer, demotion, disciplining, resignation, discharge, dismissal or compensation of a public officer or employee, or prospective public officer or employee): Hinkle moved to enter into executive session. Commissioner Thomas and Commissioner Hinkle, County Administrator and County Attorney will be present. Commission concurred. Commissioner Trecost did not attend executive session.

Hinkle moved to exit executive session and enter into regular session. Commission concurred.

2. **Review—Discuss** County Credit Cards
3. **Review—Discuss** County P Cards

Hinkle moved to adjourn. Commission concurred.

With no further business to come before the Commission, meeting adjourned.

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_____ _____

Susan Thomas, President Date

At the regular meeting of the County Commission of Harrison County held on Wednesday October 7, 2026, Commissioners Susan Thomas, David Hinkle, and Patsy Trecost II were present. Also present were John Spires, County Clerk and Laura Pysz-Laulis, County Administrator. Commissioner Trecost opened the meeting and said a prayer and led those present in the Pledge of Allegiance to the flag.

1. **Public Comment Period**: NONE
2. **Consent Agenda**: Hinkle moved to approve as presented. Commission concurred.
3. **Payroll Change Notices:** Hinkle moved to approve A, B, C, and D. Commission concurred.
    - **A.** Mary Squires – Community Corrections – Resignation – Effective October 10, 2026
    - **B.** Andrea Newlon – Assessor – New Hire – Effective October 10, 2026
    - **C.** David Gosa – Courthouse Security – Exceeded Hours – Effective October 7, 2026
    - **D.** Steve Junkins – Courthouse Security – Exceeded Hours – Effective October 7, 2026
4. **Minutes and/ or Amended Minutes of Previous Meetings**
    - **A.** Special Commission Meeting Minutes for August 31, 2026
    - **B.** Regular Commission Meeting Minutes for September 2, 2026
    - **C.** Regular Commission Meeting Minutes for September 16, 2026

    Hinkle moved to approve. Commission concurred.
5. **Requisitions --- Purchase Orders --- Invoices**
    - A. ARPA – Greater Harrison County Public Service District - $269,174.60
    - B. Quotes
    - C. Purchase Requisition List

    Hinkle moved to approve 5A, B and C. Commission concurred.
6. **Exonerations --- Corrective Tickets --- Joint Property Applications:**
    - A. Exonerations

    Hinkle moved to approve 6A. Commission concurred.
7. **Review—Discuss—Consider** Consideration of Approval of a Project Fund Requisition for the payment of cost associated with the project to be financed from proceeds of the & Series 2008 A (Charles Pointe Project No. 2- North Land Bay Improvements)

A. Series 2008A - $12,579.08

Hinkle moved to approve 7A. Commissioner Thomas and Commissioner Trecost voted in favor. Commissioner Hinkle voted against. Motion carried.

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10:05 A.M. --- Hearing to Close Delinquent & Unprogressed Estates: Cynthia Freed appeared for the Estate of Lois M John requesting the estate to remain open. Hinkle moved to give the Estate of Lois M John an extension of twelve months. Commission concurred. David Bolyard appeared representing the Estate of Michael Shahan and the Estate of Donna Williams requesting them to be left open at this time. Commissioner Thomas moved to proceed with closing the delinquent estates with the exception of the aforementioned estates, sign order and affix appropriate signatures. Commission concurred.

10:10 A.M. --- Special Funding Request from the Town of Nutter Fort requesting $1500 for their 3rd Annual Halloween Fall Festival to be held on October 17, 2026: Charlene Louk, Nutter Fort Concil gave an overview of the funding request. Trecost moved to approve in the amount of $1,500.00. Commission concurred.

10:15 A.M. --- Special Funding Request from Operation Continue Service requesting $1,350 to support the marketing efforts for their Rucking the Trails (Ruck 5K) that will take place on November 7, 2026: April Lanham gave an overview of the organization and funding request. Trecost moved to approve funding in the amount of $1,350.00 for the 5k. Commission concurred.

10:20 A.M. --- Special Funding Request from Expressions of Love requesting $2,500 to help feed children in the Community: Judy Bonamico from Expressions of Love gave an overview of the funding request. Trecost moved to approve the request in the amount of $2,500.00. Commission concurred.

10:25 A.M. -- Proclamation for Frontotemporal Degeneration (FTD) World Awareness Week: Commissioner Thomas read and presented the proclamation for Frontotemporal Degeneration. The Harrison County Commission hereby declares September 28-October 2, 2026 as "Frontotemporal Degeneration World Awareness Week."

10:30 A.M. – Update from WVU Extension Office: A representative from the WVU Extension office gave an update of things that have been happening this year to date.

8. **Review—Discuss—Consider** Consideration of Approval of a Project Fund Requisition for the payment of cost associated with the project to be financed from proceeds of the Series 2019A&B Bonds issued for the Charles Pointe Economic Opportunity Development District.
    A. Series 2019A&B - $10,520.75

    Trecost moved to approve the $10,520.75. Commissioner Thomas and Commissioner Trecost voted in favor. Commissioner Hinkle voted against. Motion carried.
9. **Review—Discuss—Consider** Consideration of Approval of a Project Fund Requisition for the payment of cost associated with the project to be financed from proceeds of the Series 2021A&B (Development District No. 3 White Oaks Project No. 2) (NONE)

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10. **Review—Discuss—Consider** 2026 Annual TIF Report: Trecost moved to approve and forward to Charleston. Commissioner Thomas and Commissioner Trecost voted in favor. Commissioner Hinkle voted against. Motion carried.
11. **Review—Discuss—Consider** Order to Close Delinquent and Unprogressed Estates: This matter was handled within the hearing held at 10:05 am.
12. **Review—Discuss—Consider** Order Establishing Program to Permit a Student or Students to be Appointed as an Election Official Pursuant to House Bill 4865 and West Virginia Code 3-1-28: Trecost moved to establish an order allowing sixteen and seventeen year olds to work elections. Commission concurred.
13. **Review—Discuss – Consider** 2026 General Election Poll Workers for Early Voting and Election Day: Hinkle moved to approve. Commission concurred.
14. **Review – Discuss – Consider** Update from McKinley & CEC on Animal Control Facility and Other Projects: McKinley gave an update on the Animal Control Facility. Commissioner Trecost expressed frustration over the timeframe of the Animal Control Facility.
15. **Review—Discuss—Consider** Harrison County Economic Development Corporation Update (Potential Executive Session pursuant to 6-9A-4(B)(9) to consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the state or any political subdivision): Hinkle moved to enter into executive session. Commission concurred. The three Commissioners, Laura Pysz-Laulis and Trey Simmerman will be present during the executive session. Hinkle moved to enter into regular session. Commission concurred. No action taken.
16. **Review – Discuss – Consider** Accepting Mike Queen's Resignation from the Harrison County Economic Development Corporation Board: Trecost moved to approve the resignation. Commissioner Thomas and Commissioner Trecost voted in favor. Commissioner Hinkle voted against. Motion carried.
17. **Review—Discuss—Consider** Appointing Laura Pysz to the Harrison County Economic Development Corporation Board per Commissioner Hinkle's Recommendations: Hinkle moved to appoint Laura Pysz-Laulis. Commissioner Hinkle voted in favor. Commissioner Thomas and Commissioner Trecost voted against. Motion failed. Trecost moved to appoint Michael Romano. Commissioner Thomas and Commissioner Trecost voted in favor. Commissioner Hinkle voted against. Motion carried.
18. **Review—Discuss—Consider** Courthouse Security (Potential Executive session to consider matters arising from the appointment, employment, retirement, promotion, transfer, demotion, disciplining, resignation, discharge, dismissal or compensation of a public officer or employee, or prospective public officer or employee): Sheriff spoke on security cost. There is no action taken.
19. **Review—Discuss—Consider** County Credit Cards: Hinkle moved to have the Commission over-see credit and P-cards. Commission concurred.
20. **Review—Discuss—Consider** County P-Cards: Handled within item nineteen.

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21. **Review—Discuss—Consider** Awarding bids for Rail Trail Project
    - **A.** Reynoldsville
    - **B.** Mt. Clare to Lost Creek

    Sam Rich gave an overview of the bids. Mr. Rich advised that for the Reynoldsville section there were seven bids received ranging from $445,000.00 +/- to 1.3 million +/-. Mr. Rich explained that the lowest bid for the Reynoldsville section is Blue Gold Development in the amount of $445,659.62 and the next lowest bidder was BC Allen Company LLC in the amount of $790,325.00. Mr. Rich advised that for the Mount Clare to Lost Creek section the lowest bid was Blue Gold Development in the amount of $543,915.99 and the next lowest bid from American Development Industries LLC in the amount of $874,326.17. Hinkle moved to award the bid to Blue Gold Development for the Mount Clare to Lost Creek section of the Rail Trail in the amount of $543,915.99 since it falls within what the Commission budgeted $656,000.00. There was discussion of the status and budget for the Reynoldsville section of the rail trail. Hinkle moved to award the bid for the Reynoldsville Rail Trail to Blue Gold Development LLC in the amount of $445,659.62 and the Mount Clare to Lost Creek in the amount of $543,915.99 with ten percent contingency on both contracts. Commission concurred. Trey Simmerman recommends a community meeting to inform the owners along the rail trail.
22. **Review—Discuss—Consider** Playground Equipment for Stonewood: Trecost moved to allocate $5,000.00 for the playground equipment. Commission concurred.
23. **Review – Discuss – Consider** Approval of eScribe Agenda Software: Trecost moved to approve. Commission concurred.
24. **Review—Discuss—Consider** Amended MOU to de-obligate State and Local Fiscal Recovery Funds (SLFRF) previously allocated to the North Bend Rail Trail project, and to re-obligate funds to cover eligible employee payroll and benefit expenditures incurred between January 1, 2024, and December 31, 2024: Hinkle moved to cover eligible employee payroll and benefit expenditures. Commission concurred.
25. **Review—Discuss—Consider** Elected Officials Approval Pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended for Stonewood Volunteer Fire Department, Inc. to enter into a lease-purchase agreement in an aggregate principal amount not to exceed $1,500,000.00 in order to finance One (1) 2027 Pierce International truck: Trecost moved to approve verification of code. Commission concurred.
26. **Review—Discuss—Consider** Elected Officials Approval Pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended for Mt Clare Volunteer Fire Department to enter into a lease-purchase agreement in an aggregate principal amount not to exceed $134,500.00 in order to finance One (1) 2011 Pierce International fire truck: Trecost moved to approve. Commission concurred.
27. **Review—Discuss—Consider** Budget Revisions from Prosecuting Attorney: Trecost moved to approve. Commission concurred.

FROM		
001-405-341-00	Materials & Supplies	$570.00
TO		

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001-405-233-00	Investigations	$390.00
001-405-240-00	Reimbursement	$180.00

28. **Review—Discuss—Consider** Resolution to Accept Funds from FY 2026 Congressionally Directed Spending Appropriated through the Department of Justice Byrne Discretionary Community Projects for Axon In-Car Cameras: Trecost moved to approve and accept funding. Commission concurred.
29. **Review—Discuss—Consider** Resolution to Accept Fund from the West Virginia Department of Environmental Protection Covered Electronics Devices Recycling Grant Program: Trecost moved to approve and accept funds. Commission concurred.
30. **Review—Discuss—Consider** Travel Request for Emily Rebelo from Community Corrections Department to go to Morgantown, WV to take LICSW Licensing Exam on October 13, 2026: Trecost moved to approve travel. Commission concurred.
31. **Review – Discuss – Consider** Travel Request for Kim Malejko from Parks & Recreation Complex to attend WV Trails Conference at Pipestep State Park, WV on November 8 - November 10, 2026 for Networking and Education: Trecost moved to approve travel. Commission concurred.
32. **Administrator's Report**: NONE
33. **Commissioner Comments – Questions**: Hinkle thanked Parks and Recreation regarding the fair.

Trecost moved to adjourn. Commission concurred.

With no further business to come before the Commission, meeting adjourned.

_____ _____

Susan Thomas, President Date

DRAFT

At the regular meeting of the County Commission of Harrison County held on Wednesday October 21, 2026, Commissioners Susan Thomas, David Hinkle, and Patsy Trecost II were present. Also present were John Spires, County Clerk and Laura Pysz-Laulis, County Administrator. Commissioner Trecost opened the meeting and said a prayer and led those present in the Pledge of Allegiance to the flag.

1. **Public Comment Period**: Riley Oates, disaster recovery and small business association. FEMA representatives gave an overview of legal services and release of information. They also advised that the application deadline is December 7th and spoke on intergovernmental affairs.

10:05 A.M. --- Nuisance Property Hearing – 2054 Hillbuilt Construction LLC c/o James Hillberry: Charlotte Shaffer gave the history of the property and extension. Hinkle moved to proceed to circuit court. Commission concurred.

2. **Consent Agenda**: Hinkle moved to approve. Commission concurred.
3. **Payroll Change Notices:** Hinkle moved to approve A through F. Commission concurred.
   - **A.** Jeffrey Grace – Community Corrections – New Hire – Effective November 2, 2026
   - **B.** Landon Riley – IT – New Hire, Intern – Effective October 26, 2026
   - **C.** Taylor Mowrey – IT – New Hire, Intern – Effective October 26, 2026
   - **D.** C.D. Diaz – Law Enforcement – Retirement – Effective November 2, 2026
   - **E.** Lauren Farnsworth – Assessor – Resignation – Effective October 16, 2026
   - **F.** Megan Defazio – Assessor – Resignation – Effective October 16, 2026
4. **Minutes and/ or Amended Minutes of Previous Meetings** (NONE)
5. **Requisitions --- Purchase Orders --- Invoices**
   - A. ARPA - Town of Anmoore - $15,000.00
   - B. ARPA - Sun Valley PSD - $21,624.36
   - C. ARPA – Greater Harrison PSD - $2,432,099.88
   - D. Quotes
   - E. Vendor List of Payments

   Hinkle moved to approve A through E. Commission concurred.
6. **Exonerations --- Corrective Tickets --- Joint Property Applications:**
   - **A.** Exonerations
   - **B.** Corrective Tickets

   Hinkle moved to approve A and B. Commission concurred.

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10:10 A.M. --- Update on the Estate of Leona Mae Clair: Amber Beech appeared before the Commission. Hinkle made a motion for a continuance until the 18th, if progress is not made then the estate will be turned over to the Sheriff. Commissioner Hinkle and Commissioner Trecost voted in favor. Commissioner Thomas voted against. Motion carried.

10:15 A.M. --- Proclamation for Domestic Violence Awareness Month: Commissioner Thomas read and presented the proclamation that discussed domestic violence. The Harrison County Commission hereby declares the month of November 2026 as "Domestic Violence Awareness Month".

7. **Review—Discuss—Consider** Consideration of Approval of a Project Fund Requisition for the payment of cost associated with the project to be financed from proceeds of the & Series 2008 A (Charles Pointe Project No. 2- North Land Bay Improvements)
   A. $1,684.00

   Trecost moved to approve the requisition in the amount of $1,684.00. Commissioner Thomas and Commissioner Trecost voted in favor. Commissioner Hinkle voted against. Motion carried.

8. **Review—Discuss—Consider** Consideration of Approval of a Project Fund Requisition for the Payment of cost associated with the project to be financed from the proceeds of the Series 2016A Bonds (Development District No. 4 – White Oaks Industrial Park Project No. 1)
   A. $821.25

   Trecost moved to approve the requisition in the amount of $821.25. Commission concurred.
9. **Review—Discuss—Consider** Consideration of Approval of a Project Fund Requisition for the payment of cost associated with the project to be financed from proceeds of the Series 2019 A&B Bonds issued for the Charles Pointe Economic Opportunity Development District (NONE)
10. **Review—Discuss—Consider** Consideration of Approval of a Project Fund Requisition for the payment of cost associated with the project to be financed from proceeds of the Series 2021 A & B (Development District No. 3 White Oaks Project No. 2).
    A. $1,285.00

    Trecost moved to approve the requisition in the amount of $1,285.00. Commission concurred.
11. **Review—Discuss—Consider** Silling Settlement – Re: Closing the file (Potential Executive Session pursuant to 6-9A-4(B)(9) to consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the state or any political subdivision):

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Hinkle moved to enter into executive session with all three Commissioners, Laura Pysz-Laulis and Trey Simmerman. Commission concurred.
Hinkle moved to exit executive session and enter into regular session. Commission concurred. Hinkle moved to direct the County Attorney to finalize settlement and affix the proper signatures. Commission concurred.

12. **Review—Discuss—Consider** Making Commissioner Hinkle the Main Point of Contact for Rail Trail Projects: Trecost moved to make Commissioner Hinkle the main point of contact. Commissioner Hinkle and Commissioner Trecost voted in favor. Commissioner Thomas voted against. Motion carried.
13. **Review—Discuss—Consider** Making Commissioner Hinkle the Main Point of Contact for New Animal Control Facility: Trecost moved to make Commissioner Hinkle the main point of contact for the new Animal Control Facility. Commissioner Hinkle and Commissioner Trecost voted in favor. Commissioner Thomas voted against. Motion carried.
14. **Review—Discuss—Consider** Discussion on Charles Pointe (Potential Executive Session pursuant to 6-9A-4(B)(9) to consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the state or any political subdivision): Hinkle moved to enter into executive session with all Commissioners, Tom Aman, Laura Pysz-Laulis and Trey Simmerman. Commissioner Hinkle voted in favor. Commissioner Thomas and Commissioner Trecost voted against. Motion failed. No action taken.
15. **Review—Discuss—Consider** Abolishing the Community Enhancement District Board (Potential Executive Session pursuant to 6-9A-4(B)(9) to consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the state or any political subdivision): Hinkle moved to abolish the Community Enhancement District Board. Hinkle withdrew his motion. Tom Aman explained the EODD and CED Assessments. No action taken.
16. **Review—Discuss—Consider** CEC Contracts (Potential Executive Session pursuant to 6-9A-4(B)(9) to consider matters involving or affecting the purchase, sale or lease of property, advance construction planning, the investment of public funds or other matters involving commercial competition, which if made public, might adversely affect the financial or other interest of the state or any political subdivision): Laura Pysz-Laulis spoke of CEC report on Ellis property. Hinkle spoke on the proposed change order. Hinkle moved to proceed with CEC for the development of pad, they are no longer engineer of record on anything except the pad and Mckinnley is to do the rest of the project. Commission concurred.
17. **Review—Discuss** Update of Proposed Additional Financing for White Oaks Business Park TIF(District No. 3): Tom Aman, Bond Counsel, Steptoe and Johnson, provided an update

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on White Oaks entity and request that the Commission enact for bond paybacks. Mr. Aman provided the Commission with information for consideration.

18. **Review—Discuss—Consider** Approval of Engagement Letter with Piper Sandler & Co. for Placement Agent services for proposed additional Tax Increment Revenue Bonds for the White Oak Business Park TIF: Trecost moved to approve engagement letters to Piper Sandler & Co. for proposed White Oaks Bonds and District No. 6. Commission concurred.
19. **Review—Discuss** Update of Proposed Insurance of Tax Increment Revenue Bonds for North Central WV Airport TIF (District No. 6)
20. **Review—Discuss—Consider** Approval of Engagement Letter with Piper Sandler & Co. for Underwriting/Placement Agent Services for Proposed Issuance of Tax Increment Revenue Bonds for the North Central WV Airport TIF (District No. 6): Handled within item eighteen.
21. **Review—Discuss—Consider** $50,000 Budget for a Lift: Hinkle moved to approve the budget for a boom lift up to $50,000.00. Commission concurred.
22. **Review – Discuss—Consider** Budgeting $150,000 for an in house attorney: Hinkle moved to hire an in-house attorney not to exceed $150,000.00. Commissioner Hinkle voted in favor. Commissioner Thomas and Commissioner Trecost voted against. Motion failed.
23. **Review—Discuss—Consider** No longer live streaming Commission Meetings: Hinkle moved to approve as Jan 1st with a new system into and no longer live stream the meetings. Commissioner Hinkle voted in favor. Commissioner Thomas and Commissioner Trecost voted against. Motion failed.
24. **Review—Discuss—Consider** Declaring the following properties as an Emergency Nuisance within the frame work of the International Property Maintenance Code Ordinance so that emergency measures/abatement can be commenced.
    - **A.** 821 East Main Street, Salem
    - **B.** 57 Katy Lick Road, Sardis
    - **C.** 107 Lower Lambert Run Road, Clarksburg
    - **D.** 2169 Junkins Avenue, Clarksburg
    - **E.** 342 Limestone Road, Clarksburg

    Trecost moved to proceed with A through E and declare as an emergency nuisance. Commission concurred.
25. **Review—Discuss—Consider** Access and Remediation Letter Agreement for the following properties
    - **A.** Mike Cottrill, 461 Willard Road, Shinnston
    - **B.** David Keesucker, 110 Washburn Street, Lost Creek
    - **C.** Edward Torjak, 713 Summit Park Avenue, Clarksburg

    Trecost moved to approve the Letter Agreement for A, B and C. Commission concurred.
26. **Review—Discuss—Consider** Resolution to Accept funds from the West Virginia Department of Environmental Protection's DLAP Program Adopting all Special Conditions and Assurance Contained in Said Application: Hinkle moved to approve WV DLAP and affix the proper signatures. Commission concurred.

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27. **Review—Discuss—Consider** Resolution to Apply for the US Bureau of Justice Assistance FY 2026 STOP School Violence Program: Hinkle moved to approve resolution to apply for grant and affix the proper signatures. Commission concurred.
28. **Administrator's Report**: Laura Pysz-Laulis gave an update on 911, Animal control for rescues and Sheriff cost.
29. **Commissioner Comments – Questions**: Hinkle thanked Russ McKeen in the Grant Department for progress.

Hinkle moved to adjourn. Commission concurred.

With no further business to come before the Commission, meeting adjourned.

_____ _____

Susan Thomas, President Date

DRAFT

At the regular meeting of the County Commission of Harrison County held on Wednesday November 4, 2026, Commissioners Susan Thomas, Patsy Trecost II, and David Hinkle were present. Also present was and Laura Pysz-Laulis, County Administrator, John Spires, County Clerk, and Trey Simmerman, County Attorney. Commissioner Thomas opened the meeting. Commissioner Trecost said a prayer and led those present in the Pledge of Allegiance to the flag.

1. Public Comment Period: Dave Sutton spoke about providing Uber rides for recovering addicts.

2. Consent Agenda: Hinkle moved to approve Consent Agenda. Commission concurred.

3. Payroll Change Notices: Hinkle moved to approve Payroll Change Notices A through M as presented. Commission concurred.

A. Natasha McDaniel – 911 – Discharge – Effective October 23, 2026
B. Alexis Davis – 911 – New Hire – Effective November 25, 2026
C. Amanda Knotts – 911 – New Hire – Effective November 25, 2026
D. Shiann Wright – 911 – New Hire – Effective November 25, 2026
E. Izabella King – 911 – New Hire – Effective November 25, 2026
F. Kagin Canfield – 911- New Hire – Effective November 25, 2026
G. Gabriel McNichols – 911 – New Hire – Effective November 25, 2026
H. Jade Haggerty – 911 – Promotion to Sergeant – Effective November 10, 2026
I. Andrew Vernon – Prosecuting Attorney – New Hire – Effective November 4, 2026
J. Mary Grace Felosa – Assessor – Retirement – Effective October 30, 2026
K. David Flanigan – Courthouse Security – Full-time to Part-time – Effective November 4, 2026
L. Jack Hayhurst – Law Enforcement – Resignation – Effective October 22, 2026
M. Alan Granofsky – Courthouse Security – New Hire – Effective November 5, 2026

10:05 A.M. --- James D. Winning – 62 Wilkinson Street, Clarksburg: Charlotte Shaffer, Planning, spoke about James Winning's progress. Hinkle gave 30 days to complete clean up or turn it over to circuit court. Commission concurred.

4. Minutes and/ or Amended Minutes of Previous Meetings (NONE)

5. Requisitions --- Purchase Orders --- Invoices: Hinkle moved to approve 5A and B as presented. Commission concurred. Hinkle expressed his concern over the Jail bill amount and future expenditures. Hinkle would like to form a committee with city managers and all involved parties to discuss.

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A. Quotes
B. Vendor List of Payments

6. Exonerations --- Corrective Tickets --- Joint Property Applications: Hinkle moved to approve 6A, B, and C. Commission concurred.

A. Exonerations
B. Corrective Tickets
C. Joint Property Applications

7. Review—Discuss—Consider Consideration of Approval of a Project Fund Requisition for the payment of cost associated with the project to be financed from proceeds of the & Series 2008 A (Charles Pointe Project No. 2- North Land Bay Improvements): Hinkle moved to approve 7A - $14,160.08. Thomas and Trecost voted for. Hinkle voted against. Motion carried.

A. $381.25

10:15 A.M. --- Proclamation for Pancreatic Cancer Awareness Month. Thomas read the Proclamation for Pancreatic Cancer Awareness Month.

8. Review—Discuss—Consider Consideration of Approval of a Project Fund Requisition for the payment of cost associated with the project to be financed from proceeds of the Series 2016 A Bonds (Development District No. 4 – White Oaks Industrial Park Project No. 1)(NONE)

9. Review—Discuss—Consider Consideration of Approval of a Project Fund Requisition for the payment of cost associated with the project to be financed from proceeds of the Series 2019 A & B Bonds issued for the Charles Pointe Economic Opportunity Development District: Hinkle moved to approve 9A as presented. Thomas and Trecost voted for. Hinkle voted against. Motion carried.

A. $13,637.50

10. Review—Discuss—Consider Consideration of Approval of a Project Fund Requisition for the payment of cost associated with the project to be financed from proceeds of the Series 2021 A & B (Development District No. 3 White Oaks Project No. 2 (NONE)

11. Review—Discuss—Consider Budget Revision: Hinkle moved to approve 11A as presented. Commission concurred.

A. General County
B. Vital Services
C. ARPA

12. Review—Discuss—Consider Evaluations of Harrison County Commission Management Employees (Potential Executive session to consider matters arising from the appointment, employment, retirement, promotion, transfer, demotion, disciplining, resignation, discharge, dismissal or compensation of a public officer or employee, or prospective public officer or employee): Hinkle moved to enter Executive Session with Laura Pysz-Laulis – County Administrator, Trey Simmerman – County Attorney and John DeVaul – Human Resources. Commission concurred. Hinkle moved to enter Regular Session. Commission concurred. No Action Taken.

DRAFT

13. Review—Discuss—Consider Pay Schedule: Thomas want to keep the pay as it is. Thomas moved to keep the 15th and 30th pay schedule. Thomas and Trecost voted for. Hinkle voted against. Motion carried.

14. Review—Discuss—Consider Closing Summit Park during Construction: Trecost moved to close Summit Pak at the start of construction and revisit opening in 4 months. Commission concurred.

15. Review—Discuss—Consider 2027 Commission Meeting Schedule: Trecost moved to adopt the 2027 Commission Meeting Schedule. Commission concurred.

16. Review—Discuss—Consider 2027 Holiday Schedule: Trecost moved to approve 2027 Holiday Schedule but not follow the state when granting additional days that are not on the attached schedule and change to half day for Italian Heritage Festival. Commission concurred.

17. Review—Discuss—Consider Resolution to Apply for the West Virginia Emergency Management Division FY 2024 State and Local Cybersecurity Grant Program: Trecost moved to apply for the West Virginia Emergency Management Division FY 2024 State and Local Cybersecurity Grant Program and affix proper signature. Commission concurred.

18. Review—Discuss—Consider Request from the Town of West Milford to help fund the installation of an ADA Complaint Door at both the main entrance and the Health Access/Susan Dew Hoff Clinic entrance of their Community Building. Trecost moved to approve $11,000.00 for the Susan Dew Hoff Clinic only. Commission concurred.

19. Administrator's Report: NONE

20. Commissioner Comments – Questions: Hinkle thanked the County Clerk and staff for their work during the election.

Commissioner Trecost moved to adjourn. Commission concurred.

With no further business to come before the Commission, meeting adjourned.

_____ _____

Susan Thomas, President Date

DRAFT

5-A

Town of Anmoore
Wastewater System Improvements Project
Requisition #06

IJDC #20

Payee	Harrison County Commission ARPA Funds	IJDC PFA Grant			Total
	$100,000.00	*$25,000.00*	*$0.00*	*$0.00*	*$125,000.00*
Construction					$ -
Contract #1	$ -	$ -	$ -	$ -	
Construction Contingency	$ -	$ -	$ -	$ -	
Engineering (Thrasher)					$ 7,000.00
Study & Report-*(Inv #1044396)*	$ 7,000.00	$ -	$ -	$ -	
I & I Study-*(Inv #_)*	$ -	$ -	$ -	$ -	
Capicity Assessment-(Inv #_)	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	
Legal					$ -
	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	
Administration					$ -
	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	
Miscellaneous					$ -
	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
TOTAL THIS REQUEST	**$ 7,000.00**	**$ -**	**$ -**	**$ -**	**$ 7,000.00**
PRIOR REQUEST	$ 93,000.00	$ 25,000.00	$ -	$ -	$ 118,000.00
TOTAL REQUESTED TO DATE	$ 100,000.00	$ 25,000.00	$ -	$ -	$ 125,000.00
REMAINING FUNDS	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Seth DeVault, Project Administrator

RESOLUTION

Date: 11/02/2026

WHEREAS, the Town of Anmoore has reviewed the attached invoices in relation to its proposed wastewater project and finds as follows:

1. That none of the items for which payment is proposed under this requisition has formed the basis for any disbursement heretofore made;
2. That each item for which the payment is proposed to be made is or was necessary in connection with the Project and constitutes a cost of the Project;
3. That each of such costs has been otherwise properly incurred; and
4. That payment for each of the items proposed is then due and owing.

NOW, THEREFORE, BE IT RESOLVED by the Town of Anmoore that payment of the attached invoices as summarized above is hereby authorized and directed for payment.

APPROVED by the Town of Anmoore on the 2nd day of November 2026.

By: P Eddie Hardman

P. Eddie Hardman, Mayor

5-B



HARRISON COUNTY COURT HOUSE

Harrison County Commission

301 West Main Street
Clarksburg, West Virginia 26301
304-624-8500
FAX 304-624-8673

BK0094 PG0

COMMISSIONERS
DAVID L. HINKLE
SUSAN J. THOMAS
PATSY TRECOST II

Harrison County
John R Spires, Clerk
Instrument 202600024317
10/08/2026 @ 09:54:06 AM
GENERAL ORDER
Book 94 @ Page 720
Pages Recorded 11

AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING DOCUMENTING THE DISTRIBUTION OF STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF)/AMERICAN RESCUE PLAN ACT FUNDS (ARPA)

This Amendment to the Memorandum of Understanding ("Amendment") is entered into by **THE HARRISON COUNTY COMMISSION** ("County") and the **HARRISON COUNTY ADMINISTRATOR** ("Administrator"), hereinafter the Parties.

WITNESSETH:

WHEREAS, the Parties previously entered into a Memorandum of Understanding ("MOU") to memorialize their agreement to obligate and utilize the County's ARPA State and Local Fiscal Recovery Funds ("Funds") previously designated as 'Revenue Replacement' in the total amount of $983,690; and

WHEREAS, the original MOU allocated $800,000 of said Funds to expenses relating to the "North Rail Trail/North Bend Connector Project"; and

WHEREAS, the Parties desire to modify the original MOU to reduce the allocation for the "North Rail Trail/North Bend Connector Project" and reallocate the remaining balance to cover certain eligible payroll costs.

WHEREAS, for ease of reference and continuity, a copy of the original signed MOU is attached hereto as Exhibit A and incorporated by reference.

NOW, THEREFORE, the Parties agree and stipulate that Section V, Subsection (e) of the original MOU is hereby amended, modified, and rewritten in its entirety to read as follows:

V. Obligation of the Parties

The Parties agree to the following modified obligations under this MOU, and that Funds will be obligated and utilized in the following adjusted amounts:

- **$454,340** Expenses relating to the "North Rail Trail/North Bend Connector Project."
- **$345,660** Expenses relating to payroll costs for County Commission employees that were incurred prior to December 31, 2024.
- **$183,690** Expenses relating to the construction of the new "Animal Control Facility."

VI. Ratification

All other terms, conditions, obligations, and provisions of the original MOU not explicitly modified by this Amendment shall remain in full force and effect.

Agreed to this the 7th day of October, 2026.

President, Harrison County Commission

Agreed to this the 7 day of October, 2026.

County Administrator

5-C

Invoice

Civil & Environmental Consultants, Inc.
Phone: 412-429-2324 | Tax ID: 25-1599565
www.cecinc.com

Michelle Tonkin
Harrison County Commission, WV
301 W. Main Street
Clarksburg, WV 26301

November 07, 2026
Project No: 351-298
Invoice No: 534992

Project 351-298 Route 19 - Site Feasibility Study

Email invoices to: mtonkin@harrisoncountywv.com

Professional Services through October 10, 2026

Phase/Task	Contract Value $	Budget % Complete	Expended to Date $	Previously Invoiced $	Total This Invoice $
Professional Fees					
1. Site Analysis & Characterization	5,000.00	100.00	5,000.00	5,000.00	0.00
2. Geohazard Assessment	6,000.00	100.00	6,000.00	6,000.00	0.00
3. Environmental Assessment	1,200.00	100.00	1,200.00	1,200.00	0.00
4. Floodplain Analysis	450.00	100.00	450.00	450.00	0.00
5. Utility Analysis	1,500.00	100.00	1,500.00	1,500.00	0.00
6. Demolition Cost Estimate	750.00	100.00	750.00	750.00	0.00
7. Ecological Services	6,000.00	100.00	6,000.00	6,000.00	0.00
9. Master Plan Eng/PM/Meetings - T&M	5,700.00	24.5175	1,397.50	1,397.50	0.00
10. Concept development - Animal Control	9,900.00	100.00	9,900.00	9,900.00	0.00
8. Ecological / Permitting Services (CO02)					
08.1 AJD Request	7,500.00	100.00	7,500.00	7,500.00	0.00
08.2 WVWRAM & Mitigation Plan	14,500.00	0.00	0.00	0.00	0.00
08.3 Natural Resources Consultation	2,100.00	0.00	0.00	0.00	0.00
08.4 Cultural Resources Consultation	2,400.00	0.00	0.00	0.00	0.00
08.5 Alternatives Analysis	7,900.00	0.00	0.00	0.00	0.00
08.6 State Waters Permit	7,900.00	0.00	0.00	0.00	0.00
08.7 NWP-39	4,800.00	0.00	0.00	0.00	0.00
08.8 Stream Activity Application	4,100.00	0.00	0.00	0.00	0.00
12. CO4-ACF_Survey Services	7,500.00	100.00	7,500.00	0.00	7,500.00
13. CO4-ACF_ECO Services	2,500.00	0.00	0.00	0.00	0.00
14. CO4-ACF_Geotechnical Services	26,500.00	100.00	26,500.00	0.00	26,500.00
15. CO4-ACF_Civil-Site Engineering Services	28,000.00	0.00	0.00	0.00	0.00
16. CO4-ACF_Construction Services	23,400.00	0.00	0.00	0.00	0.00
17. CO4-ACF_Construction CQA	103,000.00	0.00	0.00	0.00	0.00
18. Meetings (T&M)	0.00	0.00	0.00	0.00	0.00
19. CO5-ACF_Geotechnical Services_Additional	14,500.00	100.00	14,500.00	0.00	14,500.00
Total Fee	293,100.00		88,197.50	39,697.50	48,500.00
	Total				**$48,500.00**
		Amount Due This Invoice			**$48,500.00**

Project	351-298	Route 19 - Site Feasibility Study	Invoice	534992

Remit to:
Civil & Environmental Consultants, Inc.
PO Box 644246
Pittsburgh, PA 15264-4246

Payment Terms: Net 30 Days, 1.5% Interest Per Month on Past Due Balances

5-D

McKINLEY
ARCHITECTURE + ENGINEERING

Remit to:
McKinley Architecture + Engineering, Inc.
Fort Henry Building - Suite 400
1324 Chapline Street
Wheeling, WV 26003

Invoice Total Due: $35,437.79

Harrison County Chamber of Commerce
520 W Main Street
Clarksburg, WV 26301

October 31, 2026
Invoice Number: 24050.01 - 0000002

Project Name: 24050.01 Harrison County WV Animal Shelter
Professional Services from July 01, 2026 to October 24, 2026

Basic Services:

Construction Cost	3,400,000.00
Fee Percentage	8.00
A/E Project Fee	272,000.00

Billing Phase	Percent of Fee	Fee	Percent Complete	Earned	Current Fee Billing
Schematic Design	20.00	54,400.00	75.00	40,800.00	35,360.00
Design Development	30.00	81,600.00	0.00	0.00	0.00
Construction Documents	25.00	68,000.00	0.00	0.00	0.00
Procurement Phase	5.00	13,600.00	0.00	0.00	0.00
Construction Administration	20.00	54,400.00	0.00	0.00	0.00
		Totals		**40,800.00**	35,360.00
		Previous Fee Billing		5,440.00	
		A/E Project Fee			**35,360.00**
			Subtotal this Phase		**$35,360.00**

Reimbursable Expenses

Travel

9/30/2026	Crupe, David	Owner/Design team meeting	67.64	
	Total Reimbursables	**1.15 times**	**67.64**	**77.79**
		Subtotal this Phase		**$77.79**
		Total this Invoice		**$35,437.79**

5-E

Date of Meeting	11/18/2026	QUOTES		
Department	**Vendor**	**Description**	**Price**	**Line Item #**
911				
Bookkeeping				
Commission	Advantage Tech	Extreme Networks Support Renewal (X450-62-489, X440G248p-10GEY, X440-G248p10GEY)	$3,402.94	001-424-341-00
Commission				
IT				
IT				
Planning				
Process				

COMMISSIONER'S SIGNATURE

COMMISSIONER'S SIGNATURE

COMMISSIONER'S SIGNATURE

5-F

Date of Meeting	11/18/2026	Invoices								
Line Item #	**Department Name**	**Vendor Name**	**Description Note**	**General County Fund 001**	**E-911 007**	**Vital Services Levy 027**	**Community Corrections**	**Community Improvement Fund 026**	**ARPA Fund**	**Other as Needed**
027-711-221-00	**911 Center**	APCO International	APCO PST 8th Edition Instructor Update			$129.00				
027-711-221-00	**911 Center**	APCO International	APCO EMD Recert Fee / APCO CTO Recert Fee			$70.00				
027-711-213-00	**911 Center**	City of Bridgeport	Water/Sewer Utility Bill - 735 Genesis Blvd			$266.67				
027-711-222-00	**911 Center**	Commerce District at Charles Pointe	911 Center HOA			$389.66				
027-711-211-00	**911 Center**	Frontier	Phone bill - Taylor county			$4,672.99				
027-711-211-00	**911 Center**	Frontier	Internet Service - JSJOC Charlespointe			$220.50				
027-711-211-00	**911 Center**	Frontier	Carrier Access Billing - JSJOC Charlespointe			$766.00				
027-712-211-00	**911 Center**	Frontier	Phone bill - Taylor county			$720.27				
027-711-213-00	**911 Center**	Harrison Rural Electric Association	Power for 911 Center			$2,475.80				
027-711-213-00	**911 Center**	Harrison Rural Electric Association	Power for Lost Creek Tower			$816.90				
027-711-213-00	**911 Center**	Hope Gas	Gas Utility Bill			$240.28				
248-712-213-00	**911 Center**	MonPower	Power Utility Bill - Shinnston Tower Site			$1,365.83				
245-712-213-00	**911 Center**	MonPower	Power Utility Bill - Grafton Tower Site			$580.43				

027-711-216-00	**911 Center**	Mountaineer Generator Service	Call out hours for PK Hill / 31 Series Battery / 12V Generator Battery Charger			$1,198.49				
027-711-230-00	**911 Center**	Pace Enterprises of WV, Inc	Professional Shredding Services			$49.00				
027-711-222-00	**911 Center**	Penguin Management Inc	Additional Recipients			$360.00				
027-711-223-00	**911 Center**	Public Consulting Group	FD & EMS Analysis			$12,493.33				
027-711-211-00	**911 Center**	T-Mobile	Phone bill - JSJOC Charlespointe			$421.55				
027-711-223-00	**911 Center**	The Water Shop	Bottled Water - JSJOC Charlespointe			$15.00				
027-711-223-00	**911 Center**	Unifirst Corp	Carpet Cleaning Contract - JSJOC Charlespointe			$63.00				
027-711-215-00	**911 Center**	US Bank	Cleaning Supplies for JSJOC			$89.86				
027-711-223-00	**911 Center**	Waste Management	Trash service - JSJOC Charlespointe			$205.87				
027-711-222-00	**911 Center**	WestFax, INC	Enterprise Cloud Fax Service Subscription			$109.85				
027-715-568-00	**Ambulance Authority**	Anmoore EMS	Oct Allotment - 152 runs			$4,462.72				
027-715-568-00	**Ambulance Authority**	Bridgeport Fire Dept/EMS	Oct Allotment - 235 runs			$6,899.60				
027-715-568-00	**Ambulance Authority**	City of Salem	Oct Allotment - 38 runs			$1,115.68				
027-715-568-00	**Ambulance Authority**	Harrison County EMS	Oct Allotment - 688 runs			$20,199.68				
027-715-568-00	**Ambulance Authority**	Nutter Fort VFD	Oct Allotment - 10 runs			$293.60				

027-715-568-00	Ambulance Authority	Nutter Fort VFD	Back Pay Due to Reporting error			$7,397.53				
027-715-216-00	Ambulance Authority	Stratodyne Ind	Oxygen Machine Repairs			$16,108.29				
027-716-341-00	Animal Control	US Bank - Amazon	Printer ink			$62.69				
027-716-341-00	Animal Control	Midwest Vet	Restock of Sedation Drugs			$549.95				
027-716-213-00	Animal Control	MonPower	Power Utility Bill			$513.98				
027-716-213-00	Animal Control	City of Shinnston	Utility bill for Animal Control Complex			$43.66				
027-716-223-00	Animal Control	Clarksburg Vet Hospital	Vet bills for Multi Animals			$4,625.53				
027-716-223-00	Animal Control	Clarksburg Vet Hospital	Rabies shots - Multi Animals			$598.00				
027-716-223-00	Animal Control	Clarksburg Vet Hospital	Vet bills - Angelina Glover & Thomas Sheppard			$367.78				
027-716-345-00	Animal Control	Special Tees	Uniforms - Winter attire			$704.75				
027-716-211-00	Animal Control	T-Mobile	Phone bill			$115.11				
027-716-213-00	Animal Control	Enterprise Sanitation	Trash Bill			$195.73				
001-406-341-00	Assessor	The Water Shop	Bottled Water	$90.00						
001-416-341-00	Circuit Court	The Water Shop	Water - Shaffer Jury Room	$63.00						
001-416-341-00	Circuit Court	The Water Shop	Water - McCarthy Jury Room	$21.00						
001-401-223-00	Commission	Arc of Harrison County	Darius Jackson - Work	$792.00						
001-424-230-00	Commission	Advantage Technology, LLC	Monthly billing for November	$4,836.00						

001-424-216-00	**Commission**	American Garage Door, LLC	Service call & Maintenance - Liftmaster operator	$199.00						
001-424-211-00	**Commission**	CityNet	Phone and Internet for Courthouse	$15,760.83						
001-424-213-00	**Commission**	Clarksburg Water Board	Utility Bill - 609 West Main Street	$241.07						
001-424-213-00	**Commission**	Clarksburg Water Board	Utilty Bill - 306 Washington Ave #1	$393.21						
001-424-213-00	**Commission**	Clarksburg Water Board	Utility Bill - General Services Bldg	$531.04						
001-424-213-00	**Commission**	Clarksburg Water Board	Utility Bill - Courthouse	$630.96						
001-424-213-00	**Commission**	Clarksburg Water Board	Utilty Bill - 306 Washington Ave #2	$340.72						
001-424-213-00	**Commission**	Clarksburg Water Board	Utility Bill - Extension Office	$143.28						
001-424-211-00	**Commission**	CityNet	Phone/Internet bill - Courthouse	$2,411.96						
001-401-223-00	**Commission**	Ferrari & Associates	Audit for Development Authority	$2,850.00						
001-424-341-00	**Commission**	First Guaranty Bank	Black Toner for Procss	$125.00						
001-424-341-00	**Commission**	First Guaranty Bank	Pizza for Poll Workers - Canvass	$95.82						
001-717-343-00	**Commission**	Fleetcor	Gas Purchases	$28,320.54						
001-424-211-00	**Commission**	Frontier	Phone/Internet bill - Courthouse	$427.29						
001-424-211-00	**Commission**	Frontier	Phone/Internet bill - Courthouse	$517.04						
001-424-211-00	**Commission**	Frontier	Courthouse Fiber Internet Bill	$179.81						
001-424-211-00	**Commission**	Frontier	Courthouse Phone Bill	$22.87						
001-401-458-08	**Commission**	Harrison County Bank	Airport Property Bank	$34,395.48						
001-424-219-00	**Commission**	Hart Office Solutions	Copier Rental for Voters	$133.26						

001-424-341-00	**Commission**	Hart Office Solutions	Black Toner for Circuit Clerk	$101.58						
001-424-341-00	**Commission**	Lowes	Supplies to mount new lights on Courthouse	$264.96						
001-424-223-00	**Commission**	McKinley Architecture & Engineering	Professional Services - Harrison County Courthouse Study	$791.25						
001-424-213-00	**Commission**	MonPower	Utility Bill - Old DHHR & SWAT Building	$787.64						
001-424-213-00	**Commission**	MonPower	Utility Bill - 327 Washington Ave	$13.39						
001-424-213-00	**Commission**	MonPower	Utility Bill - License Plate Reader	$48.56						
001-424-213-00	**Commission**	MonPower	Utility Bill - Sheriff's Dept	$1,676.01						
019-713-213-00	**Commission**	MonPower	Utility Bill - Fire Fighters Training Building							$34.68
001-424-213-00	**Commission**	MonPower	Utility Bill - County Garage	$1,761.09						
001-424-458-01	**Commission**	MonPower	Utility Bill - VA Rails to Trails	$128.36						
001-424-213-00	**Commission**	MonPower	Utility Bill - Employee Parking Lot	$11.85						
001-401-458-07	**Commission**	MVB Bank	609 W. Main Street Property Payment	$6,222.12						
026-401-568-00	**Commission**	Mosca Designs	Banner for Christmas Frame					$314.86		
001-401-459-01	**Commission**	Motorola	New Radios for New Crusiers	$15,085.80						
001-424-230-00	**Commission**	Pace Enterprises of WV, Inc	Professional Shredding Services	$239.00						
001-408-349-00	**Commission**	State Tax Department	Accumulated Charges	$33,050.33						
	Commission	Steptoe & Johnson	NCWV Airport TIF Administrative Matters	$1,086.25						

001-424-230-00	**Commission**	Software Systems Inc	Courthouse Contractual - Level 2 & 3 Maintenance	$1,923.20						
001-401-223-00	**Commission**	Surock Monument	Names added to the Purple Heart Monument	$4,500.00						
001-424-211-00	**Commission**	T-Mobile	Phone bill	$3,646.28						
001-424-211-00	**Commission**	T-Mobile	Phone bill	$142.76						
001-424-211-00	**Commission**	T-Mobile	Phone bill	$497.32						
001-424-211-00	**Commission**	T-Mobile	Phone bill	$550.65						
001-424-213-00	**Commission**	Waste Management	Trash	$616.00						
001-424-213-00	**Commission**	Town of Nutter Fort	Utility Bill - 420 Buckhannon Pike	$907.22						
001-424-341-00	**Commission**	The Water Shop	Bottled Water for Commission office	$42.00						
001-424-341-00	**Commission**	The Water Shop	Bottled Water for Maintenance Dept	$36.00						
001-424-341-00	**Commission**	The Water Shop	Bottled Water for Planning Dept	$24.00						
001-424-341-00	**Commission**	Uline	Misc Supplies - Bath Tissue, Plotter Paper	$1,662.25						
001-424-230-00	**Commission**	UniFirst	Weekly Rug Contranct	$206.94						
001-424-341-00	**Commission**	US Bank - Amazon	Apple Pencil for Laura and JD	$198.00						
001-424-341-00	**Commission**	US Bank - Amazon	I pad case for Laura and JD	$119.98						
001-424-459-00	**Commission**	US Bank - Amazon	2 Viewsonic 32 inch Monitor	$344.28						
001-424-341-00	**Commission**	US Bank - Amazon	Pens for Commission Office	$55.96						
001-424-341-00	**Commission**	US Bank - Amazon	Mechanical Pencils for US Bank	$26.18						
001-424-213-00	**Commission**	US Bank- Greater Harrison PDS	Water Bill	$52.30						

001-424-219-00	**Commission**	Visual Edge IT	Copier Rental for Prosecuting Attorney's office	$480.89						
001-424-219-00	**Commission**	Visual Edge IT	Copier Rental for Sheriff's office	$189.95						
001-424-213-00	**Commission**	Waste Management	Garbage Utility bill - 301 W. Main St.	$2,103.03						
001-424-213-00	**Commission**	Waste Management	Garbage Utility bill - 609 W. Main St.	$171.41						
072-731-341-00	**Community Corrections**	Aqua Filter Fresh Inc.	Bottled Water				$49.15			
072-731-223-00	**Community Corrections**	Alcohol Monitoring Systems	Monitoring Fees				$2,785.47			
072-731-222-00	**Community Corrections**	BestNotes, LLC	Monthly Fees				$631.00			
072-731-341-00	**Community Corrections**	Change Companies Inc	Healthy Relationships Journals				$412.30			
072-731-341-00	**Community Corrections**	Change Companies Inc	My Parenting Skills - Journal & Guide				$162.21			
072-731-235-00	**Community Corrections**	DMV/Safety & Treatment Services	Safety & Treatment Classes				$875.00			
072-731-223-00	**Community Corrections**	OpAns	DBS Toxicology Panels - October 2026				$3,000.00			
072-731-223-00	**Community Corrections**	Redwood Toxicology Laboratory Inc	Urine Analysis - October 2026				$11,299.95			
001-401-220-00	**County Clerk**	The Expponet Telegram	Advertising Invoice	$349.00						
001-402-342-00	**County Clerk**	Complied Technologies	Software Support	$22,358.31						
001-402-342-00	**County Clerk**	Casto & Harris	Recording Paper	$2,375.00						
001-402-341-00	**County Clerk**	The Water Shop	Bottled Water	$54.00						

001-717-217-00	**County Garage**	Harry Green 7 Acres	4 Wheel Alignment Vehicle ID # 1FM5K8AR3JGA38094	$135.95						
001-424-341-00	**Courthouse Security**	The Water Shop	Water	$24.00						
001-424-211-00	**Extension Office**	Spectrum	Internet Bill	$229.99						
001-412-213-00	**Extension Office**	MonPower	Power Utility Bill	$257.38						
057-450-223-00	**Farmland**	Mimi Riffle	Farmland Protection Work							$521.94
026-713-567-04	**Fire Department**	Lost Creek Fire Department	Reimbursement for Multiple Invoices					$30,000.00		
026-713-567-05	**Fire Department**	Lumberport Fire Department	Reimbursement for Multiple Invoices					$20,044.53		
008-705-341-00	**Home Incarceration**	Buddi US LLC	Smart Tags - October 2026							$5,263.00
008-705-219-00	**Home Incarceration**	Canon Financial Services	Copier Fees							$130.97
008-705-217-00	**Home Incarceration**	Harry Green 7 Acres	4 Wheel Alignment Maintenance							$135.99
008-705-211-00	**Home Incarceration**	T-Mobile	Cell Phones							$356.22
001-424-459-00	**I.T.**	US Bank	Desktop Computer for Prosecuting Attorney	$543.19						
001-424-459-00	**I.T.**	US Bank	Canon all-in-one printer	$317.98						

	Law Enforcement	Bennys Boot Hill	Safety Boots	$395.91						
001-700-223-00	**Law Enforcement**	Michael Camden dba Camden Solutions	Pre Employment Polygraph	$500.00						
023-725-341-00	**Law Enforcement**	Creative Product Sourcing	Dare Supplies	$229.50						
200-735-341-00	**Law Enforcement**	Project Lifesave	Supplies	$936.90						
	Law Enforcement	First Guaranty Bank	Credit Card Charges	$491.97						
	Law Enforcement	First Guaranty Bank	Credit Card Charges	$1,107.48						
001-700-214-00	**Law Enforcement**	First Guaranty Bank	Credit Card Charges	$14.99						
001-700-211-00	**Law Enforcement**	Optimum	Internet	$149.84						
	Law Enforcement	Skasiks Cleaner	Dry Cleaning	$200.78						
001-700-219-00	**Law Enforcement**	T Mobile	Cellular Bill	$1,652.11						
001-700-223-00	**Law Enforcement**	TLG Printing Services	Business Cards	$27.00						
001-700-345-00	**Law Enforcement**	Trapuzzanos	Uniforms	$5,273.59						
	Law Enforcement	The Water Shop	Various Offices	$112.00						
001-416-341-00	**Magistrate**	The Water Shop	Bottled Water for McMunn Jury Room	$21.00						
001-416-341-00	**Magistrate**	The Water Shop	Bottled Water for Magistrate Clerk	$21.00						
001-416-341-00	**Magistrate**	The Water Shop	Bottled Water for Magistrate Weiss	$18.00						
001-416-341-00	**Magistrate**	The Water Shop	Bottled Water for Family Court	$27.00						

001-424-341-00	**Maintenance**	George L Wilson and Co	Recaluking of Front Steps and Monutments	$176.81						
001-424-341-00	**Maintenance**	Lowes	Supplies - Picture & Wall Hanging for Judge Shaffer's Court	$66.00						
001-424-341-00	**Maintenance**	Lowes	Light bulbs for Courthouse	$51.24						
001-424-341-00	**Maintenance**	Lowes	Light bulbs for McCarthy Court	$171.85						
001-424-219-00	**Maintenance**	MPE Rentals	Manlift to replace Parking lot lights	$1,322.32						
001-424-341-00	**Maintenance**	Sandy's True Value Hardware	Painting Supplies for Courthouse - 3rd Floor	$34.76						
001-424-341-00	**Maintenance**	State Electric Supply Co	Parking lot lights - supplies	$135.31						
001-424-341-00	**Maintenance**	State Electric Supply Co	Parking lot lights - supplies	$200.00						
001-424-341-00	**Maintenance**	State Electric Supply Co	Electrical Switch - Judge McCarthy's Courtroom	$19.35						
001-424-341-00	**Maintenance**	State Electric Supply Co	Light bulbs for Courthouse	$265.56						
001-424-341-00	**Maintenance**	State Equipment, Inc.	Repair Parts for Maintenance Tractor	$2,329.80						
001-424-341-00	**Maintenance**	US Bank	Menards - 4 Folding Tables	$199.88						
001-424-341-00	**Maintenance**	Whaley Distributing Company	55-50LB Bag Calcium Pellets	$1,594.45						
001-424-341-00	**Maintenance**	Whaley Distributing Company	Rock Salt	$526.75						
027-900-213-00	**Parks & Rec.**	Clarksburg Water Board	Water Utility Bill			$455.08				
027-900-213-00	**Parks & Rec.**	Clarksburg Water Board	Water Utility Bill - Shortline PSD			$39.73				

027-900-213-00	**Parks & Rec.**	Clarksburg Water Board	Water Utility Bill - Wallace Park			$88.44				
027-900-213-00	**Parks & Rec.**	Enterprise Sanitation Inc.	Garbage Utility Bill			$483.31				
027-900-213-00	**Parks & Rec.**	Mon Power	Power bill - Summit Park			$17.21				
027-900-213-00	**Parks & Rec.**	Mon Power	Power bill - Quiet Dell School			$144.58				
027-900-213-00	**Parks & Rec.**	Mon Power	Power bill - Wallace Park			$24.25				
027-900-213-00	**Parks & Rec.**	Mon Power	Power bill - Spelter Park #2			$42.25				
027-900-213-00	**Parks & Rec.**	Mon Power	Power bill - Spelter Ballfield Lights			$30.62				
027-900-213-00	**Parks & Rec.**	Mon Power	Power bill - Ellis Property			$46.00				
027-900-213-00	**Parks & Rec.**	Mon Power	Power bill - Spelter Park			$32.29				
027-900-213-00	**Parks & Rec.**	Mon Power	Power bill - 43 Recreation Drive			$1,397.03				
027-900-213-00	**Parks & Rec.**	Mon Power	Power bill - Quiet Dell School Barracks			$17.64				
027-900-211-00	**Parks & Rec.**	Spectrum	Internet bill			$234.25				
027-900-223-00	**Parks & Rec.**	Conservation Legacy	Weekly Stipend Emily Gibson			$3,540.00				
027-900-240-00	**Parks & Rec.**	Kim Malejko	Conference mileage			$204.45				
027-900-215-01	**Parks & Rec.**	Nuzum Trucking	Landscaping & drainage			$2,493.22				
027-900-215-00	**Parks & Rec.**	Sandy's	Multi supplies for Maintenance			$513.53				
027-900-341-00	**Parks & Rec.**	Uline	Sweeper belt, bags & Clothing rack			$319.85				
027-900-230-00	**Parks & Rec.**	Unifirst Corp	Carpet Cleaning Contract			$120.89				
027-900-568-05	**Parks & Rec.**	US Bank	Misc supplies for Programming Events			$828.10				
027-900-219-00	**Parks & Rec.**	Visual Edge IT	Copier Rental			$89.90				
027-900-240-00	**Parks & Rec.**	Mayra Valesquez	Rental deposit refund			$200.00				

027-900-219-00	**Parks & Rec.**	Zinn's R US Inc	Monthly porta john rentals (7) for Parks			$1,185.00				
001-701-219-00	**Process**	T Mobile	Cellular Bill	$112.47						
001-401-222-00	**Prosecutor's Office**	Thomas Reuters	Online Software	$683.49						
001-704-344-01	**Prosecutor's Office**	First Guaranty Bank	Extraditions	$0.89						
001-405-214-00	**Prosecutor's Office**	Rachael Hetherington	WVPAI Seminar Reimbursement	$396.20						
001-405-214-00	**Prosecutor's Office**	Jenna Robey	WVPAI Seminar Reimbursement	$396.20						
001-405-214-00	**Prosecutor's Office**	Linda Hausman	WVPAI Seminar Reimbursement	$396.20						
001-405-214-00	**Prosecutor's Office**	John Lanham	WVPAI Seminar Reimbursement	$396.20						
001-405-214-00	**Prosecutor's Office**	Andrea Roberts	WVPAI Seminar Reimbursement	$396.20						
001-405-214-00	**Prosecutor's Office**	Gina Renzelli	WVPAI Seminar Reimbursement	$396.20						
001-405-214-00	**Prosecutor's Office**	Brad Pustolski	WVPAI Seminar Reimbursement	$396.20						
001-405-214-00	**Prosecutor's Office**	William Walker	WVPAI Seminar Reimbursement	$396.20						
001-405-214-00	**Prosecutor's Office**	Laura Pickens	WVPAI Seminar Reimbursement	$396.20						
001-405-214-00	**Prosecutor's Office**	Rachael Romano	WVPAI Seminar Reimbursement	$396.20						
001-405-349-00	**Prosecutor's Office**	Jefferson County Sheriff's Office	Out of State service Case No. 26-JA-114	$19.00						
001-405-221-00	**Prosecutor's Office**	WV Prosecuting Attorney Association	WVPAI Seminar - Attorney Registraiton & Simulcast Registration	$3,300.00						

001-424-458-01	**Rail Trail**	Lowes	Maintenance supplies - 15 oz Pro Marking White	$10.43						
001-424-458-01	**Rail Trail**	Lowes	Maintenance supplies - Steel RE to anchor trash cans	$25.10						
001-404-232-00	**Sheriff & Treasurer**	First Guaranty Bank	Office supplies & Monthly Water cooler	$90.88						
				$226,408.18	**$0.00**	**$104,522.18**	**$19,215.08**	**$50,359.39**	**$0.00**	**$6,442.80**
						Grand Total:	**$406,947.63**			

Commissioner's Signature

11/18/2026

Date of Meeting

Sent to Bookkeeping to be paid early

Commissioner's Signature

Commissioner's Signature

6-A

EX-RE351

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Real Estate

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 18th day of November, 2026 issued the following order, which was made and entered, to-wit:

Upon application of DPALMER for **BUTCHER SARAH LINDA & SHARON KAY GREENE** whose address is, 225 TYMBER CREEK DR CLARKSBURG, WV 26301-6781, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **123,540** on **1 LOT #16 TYMBER CREEK S-D**, Class **2** in **COAL-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **103,540**, Class **2** in and for the year **2026**, resulting in **a decrease** in assessed value of **20,000**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2026**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

Exonerate a value of $20,000 at a class 2 rate of levy to correct the overcharge. Homestead exemption erroneously deleted for tax year 2026 per Deed transfer, adding it back.

District: **07 - COAL-OUTSIDE**
Account No. **06812933**
Ticket No. **21160**
Tax Year **2026**
Parcel ID: **071132001600000000**

Amount Exonerated: **$226.18**

PRESENT: Prosecuting Attorney

APPROVED: President, County Commission

(or)

PRESENT: Tax Commissioner

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EX-PP329

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 18th day of November, 2026 issued the following order, which was made and entered, to-wit:

Upon application of RVALDEZ for **EVANS MARK A & MICHELLE R** whose address is, 185 FENTON PL CLARKSBURG, WV 26301-6887, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **3060.00** on **2016 VOLKSWAGEN JETTA SEDAN**, Class **3** in **UNION-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **0.00**, Class **3** in and for the year **2026**, resulting in **a decrease** in assessed value of **3060.00**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2026**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the 2016 Volkswagen, vehicle was totaled January 2025. Exonerate a value of 3060 at a class 3 rate of levy to correct the overcharge. Please remove the 16 Volk Jett (3060) from the vehicle description.

District: **20 - UNION-OUTSIDE**
Account No. **1826643**
Ticket No. **327914**
Tax Year **2026**

Amount Exonerated: **$69.21**

PRESENT: Prosecuting Attorney

(or)

PRESENT: Tax Commissioner

ATTEST: County Clerk

ASSESSOR

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

EX-PP324

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 18th day of November, 2026 issued the following order, which was made and entered, to-wit:

Upon application of RVALDEZ for **HAYNES RONALD D & SHARON K** whose address is, 178 SUNNY CROFT DR CLARKSBURG, WV 26301-5614, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **8175.00** on , Class **3** in **CLARK-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **0.00**, Class **3** in and for the year **2025**, resulting in **a decrease** in assessed value of **8175.00**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2025**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the 2018 Subaru Crosstrek. Exonerate a value of 8175 at a class rate of levy to correct the overcharge. Please remove the 18 Suba Cros from the vehicle description.

District: **01 - CLARK-OUTSIDE**
Account No. **1411733**
Ticket No. **S100000003**
Tax Year **2025**

Amount Exonerated: **$190.48**

PRESENT: Prosecuting Attorney

(or)

PRESENT: Tax Commissioner

ATTEST: County Clerk

ASSESSOR

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

EX-PP325

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 18th day of November, 2026 issued the following order, which was made and entered, to-wit:

Upon application of RVALDEZ for **PHILLIPS JENNIFER PERMIT#** whose address is, 239 ROAD FORK RD MANNINGTON, WV 26582-6282, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **2040.00** on **2013 CHRYSLER TOWN &**, Class **4** in **CLARK-STONEWOOD**, Harrison County, West Virginia, which should have been assessed at **0.00**, Class **4** in and for the year **2025**, resulting in **a decrease** in assessed value of **2040.00**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2025**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the 2013 CHRY TOWN & COUNTRY. PAID IN MARION CO FOR 2025 TAX YEAR. Exonerate a value of 2040 at a class rate of levy to correct the overcharge. Please remove the 13 Chry Town from the vehicle description.

District: **02 - CLARK-STONEWOOD**
Account No. **3082515**
Ticket No.
Tax Year **2025**

Amount Exonerated: **$62.83**

PRESENT: Prosecuting Attorney

(or)

PRESENT: Tax Commissioner

ATTEST: County Clerk

ASSESSOR

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

EX-PP326

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 18th day of November, 2026 issued the following order, which was made and entered, to-wit:

Upon application of RVALDEZ for **PHILLIPS JENNIFER (PERMIT#6849)** whose address is, 239 ROAD FORK RD MANNINGTON, WV 26582-6282, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **1650.00** on **2013 CHRYSLER TOWN &**, Class **4** in **CLARK-STONEWOOD**, Harrison County, West Virginia, which should have been assessed at **0.00**, Class **4** in and for the year **2026**, resulting in **a decrease** in assessed value of **1650.00**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2026**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the 2013 CHRY TOWN & COUNTRY. PAID IN MARION CO FOR 2026 TAX YEAR. Exonerate a value of 1650 at a class rate of levy to correct the overcharge. Please remove the 13 Chry Town from the vehicle description.

District: **02 - CLARK-STONEWOOD**
Account No. **3082515**
Ticket No. **301990**
Tax Year **2026**

Amount Exonerated: **$49.69**

PRESENT: Prosecuting Attorney

APPROVED: President, County Commission

(or)

PRESENT: Tax Commissioner

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

EX-PP328

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 18th day of November, 2026 issued the following order, which was made and entered, to-wit:

Upon application of RVALDEZ for **REPPERT FUEL INC PLAZA SERVICE CENTER** whose address is, PO BOX 4128 CLARKSBURG, WV 26302-4128, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **15886.00** on **ME - MACHINERY**, Class **3** in **SIMPSON-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **0.00**, Class **3** in and for the year **2026**, resulting in **a decrease** in assessed value of **15886.00**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2026**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

Equipment value for 15886 was a 18 Ford F150 assessed in error. The vehicle was assessed on Account 2440308 for tax year 2026

District: **15 - SIMPSON-OUTSIDE**
Account No. **1657139**
Ticket No. **319887**
Tax Year **2026**

Amount Exonerated: **$359.31**

PRESENT: Prosecuting Attorney

APPROVED: President, County Commission

(or)

PRESENT: Tax Commissioner

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

Bond Order

BOND AUTHORIZING RESOLUTION AND ORDER OF THE COUNTY COMMISSION OF HARRISON COUNTY

A RESOLUTION AND ORDER AUTHORIZING AND DIRECTING THE CURRENT REFUNDING AND REPAYMENT IN FULL OF THE COUNTY COMMISSION'S OUTSTANDING SUBORDINATE TAX INCREMENT REVENUE BONDS, SERIES 2021 B (TAXABLE) (DEVELOPMENT DISTRICT NO. 3 – WHITE OAKS) (THE "SERIES 2021 B BONDS"); AUTHORIZING AND DIRECTING THE DESIGN, ACQUISITION, CONSTRUCTION AND EQUIPPING OF ADDITIONAL PORTIONS OF SECOND AMENDED PROJECT PLAN NO. 2 (DEFINED HEREIN) FOR THE COUNTY COMMISSION OF HARRISON COUNTY DEVELOPMENT DISTRICT NO. 3- WHITE OAKS (THE "TIF DISTRICT"); AUTHORIZING THE ISSUANCE OF ITS NOT TO EXCEED $7,000,000 AGGREGATE PRINCIPAL AMOUNT OF SUBORDINATE TAX INCREMENT REVENUE REFUNDING BONDS, SERIES 2026 A (TAXABLE) (DEVELOPMENT DISTRICT NO. 3 – WHITE OAKS) (THE "SERIES 2026 A BONDS"), AND ITS NOT TO EXCEED $1,000,000 AGGREGATE PRINCIPAL AMOUNT OF JUNIOR SUBORDINATE TAX INCREMENT REVENUE AND IMPROVEMENT BONDS, SERIES 2026 B (TAXABLE) (DEVELOPMENT DISTRICT NO. 3 – WHITE OAKS) (THE "SERIES 2026 B BONDS" AND TOGETHER WITH THE SERIES 2026 A BONDS, THE "SERIES 2026 BONDS"), TO FINANCE THE REPAYMENT IN FULL OF THE SERIES 2021 B BONDS, THE FUNDING OF A DEBT SERVICE RESERVE FUND FOR THE SERIES 2026 A BONDS, THE DESIGN, ACQUISITION, CONSTRUCTION AND EQUIPPING OF ADDITIONAL PORTIONS OF SECOND AMENDED PROJECT PLAN NO. 2 AND TO PAY COSTS OF ISSUANCE OF THE SERIES 2026 BONDS AND RELATED COSTS; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2026 BONDS, THE REPAYMENT IN FULL OF THE SERIES 2021 B BONDS, THE FINANCING OF THE COSTS OF THE DESIGN, ACQUISITION, CONSTRUCTION AND EQUIPPING OF ADDITIONAL PORTIONS OF SECOND AMENDED PROJECT PLAN NO. 2, INCLUDING BUT NOT LIMITED TO THE SERIES 2026 BONDS, A FOURTH SUPPLEMENTAL INDENTURE OF TRUST, A FIFTH SUPPLEMENTAL INDENTURE OF TRUST, A DEVELOPMENT AGREEMENT, A BOND PURCHASE AGREEMENT WITH RESPECT TO THE SERIES 2026 A BONDS, A BOND PURCHASE AGREEMENT WITH RESPECT TO THE SERIES 2026 B BONDS AND OTHER DOCUMENTS, AGREEMENTS AND CERTIFICATES RELATING THERETO; AUTHORIZING AND DIRECTING THE EXECUTION AND DELIVERY OF THE SERIES 2026 BONDS; PROVIDING PARAMETERS FOR THE PRINCIPAL AMOUNTS, MATURITIES, INTEREST RATES AND OTHER

TERMS OF THE SERIES 2026 BONDS AND AUTHORIZING THE PRESIDENT OF THE COUNTY COMMISSION TO APPROVE, EXECUTE AND DELIVER A BOND PURCHASE AGREEMENT WITH RESPECT TO THE SERIES 2026 A BONDS AND A BOND PURCHASE AGREEMENT WITH RESPECT TO THE SERIES 2026 B BONDS, EACH RELATING TO THE FINAL TERMS OF EACH SERIES OF THE SERIES 2026 BONDS; APPOINTING A TRUSTEE, REGISTRAR, PAYING AGENT AND OTHER PARTICIPANTS IN THE FINANCING; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS RELATING TO THE ISSUANCE OF THE SERIES 2026 BONDS AND RELATED MATTERS.

WHEREAS, The County Commission of Harrison County, a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia (the "Issuer"), under Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended (the "Act"), has plenary power and authority to issue tax increment financing obligations to finance the costs of acquisition, construction and equipping of a project or projects included in a development or redevelopment plan approved by the West Virginia Division of Economic Development, formerly known as the West Virginia Department of Economic Development and West Virginia Development Office (the "Development Office"), and adopted by the governing body of the Issuer that are located within a development or redevelopment district, which project costs may include (i) interest prior to and during the acquisition, construction and equipping of a project and for a reasonable time thereafter; (ii) such reserves as may be required; (iii) reimbursement of costs of any interim financing or cash expenditures entered on behalf of projects in the development or redevelopment district; and (iv) any and all other expenses incidental to planning, carrying out and financing the project;

WHEREAS, pursuant to the Act, the Issuer, on October 4, 2007, following all necessary actions, publications, public hearings and approvals, entered an Order (the "District and Project Approval Order") approving and creating a development district to be known as The County Commission of Harrison County Development District No. 3 - White Oaks (the "TIF District") as a development district under the provisions of the Act, approving a project plan ("Project Plan No. 1") and establishing a tax increment financing fund for the TIF District (the "TIF Fund"), wherein the regular levy property taxes attributable to the amount by which the current assessed value of real and tangible personal property having a tax situs in the TIF District exceeds the base assessed value of the property (the "Tax Increment Revenues") shall be deposited;

WHEREAS, High Tech Corridor Development, LLC, a West Virginia limited liability company (the "Developer"), is the developer of the TIF District;

WHEREAS, Project Plan No. 1 provided for the use of tax increment financing for the design, acquisition, construction and equipping of certain projects for the development known as White Oaks in Harrison County, West Virginia, consisting generally of public roads, water lines, sanitary sewer lines, intersection improvements, curbing, traffic control, lighting and other related infrastructure and utilities improvements and all necessary appurtenances;

WHEREAS, following a public hearing and the approval of the Executive Director of the West Virginia Development Office, the Issuer entered an Order on May 21, 2015 approving a new project plan for the TIF District ("Original Project Plan No. 2") for the second phase of development in the TIF District, particularly certain public infrastructure improvements, including, but not limited to: design, site acquisition, construction and equipping of public roads, water, sewer, electric, gas and other necessary utility improvements, intersection improvements, curbing, traffic control, lighting and other related infrastructure, engineering, remediation, site preparation, cut and fill, site infrastructure and improvements to public infrastructure within the TIF District (the "Phase II TIF Project");

WHEREAS, following a public hearing and the approval of the Executive Director of the West Virginia Development Office, the Issuer entered an Order on December 28, 2018 approving the amendment of Original Project Plan No. 2 to include additional phases of development of certain infrastructure projects within the TIF District, including, but not limited to: design, acquisition, construction and equipping of new road construction and road improvements, water, sewer, electric, gas and other necessary utility improvements, intersection improvements, curbing, traffic control, lighting, sidewalks and other related infrastructure, engineering, remediation, earthwork, site preparation, cut and fill, site infrastructure, and improvements to public infrastructure within the TIF District ("First Amended Project Plan No. 2");

WHEREAS, pursuant to a Bond Authorizing Order entered on May 12, 2021 (the "Original Bond Order"), the Issuer and United Bank (the "Prior Trustee") entered into an Indenture of Trust dated May 25, 2021 (the "Original Indenture") under which the Issuer issued The County Commission of Harrison County Senior Tax Increment Refunding Revenue Bonds, Series 2021 A Tax-Exempt (Development District No. 3 – White Oaks) (the "Series 2021 A Bonds"), and The County Commission of Harrison County Subordinate Tax Increment Revenue Bonds, Series 2021 B Taxable (Development District No. 3 – White Oaks) (the "Original Series 2021 B Bonds");

WHEREAS, the Original Series 2021 B Bonds were dated May 25, 2021, and were issued in the aggregate principal amount of $4,195,000;

WHEREAS, the Developer was the Original Purchaser (as defined in the Original Indenture) and is the current Registered Owner (as defined in the Original Indenture) of the entire aggregate principal amount of the Original Series 2021 B Bonds;

WHEREAS, pursuant to an application submitted by Developer (the "Application"), and pursuant to a letter from the West Virginia Department of Economic Development, dated July 18, 2023, the Issuer entered an Order on July 26, 2023, approving the further amendment of Original Project Plan No. 2 to include additional phases of development of certain infrastructure and site development projects within the TIF District, including infrastructure and site development related to proposed residential development within the TIF District, including, but not limited to: design, acquisition, construction and equipping of new road construction and road improvements, water, sewer, electric, gas and other necessary utility improvements, intersection improvements, curbing, traffic control, lighting, sidewalks and other related infrastructure, engineering, remediation, earthwork, site preparation, cut and fill, site infrastructure, site improvements and land acquisition within or contiguous to and benefitting the TIF District ("Second Amended Project Plan No. 2"),

all in order to facilitate the issuance of tax increment financing obligations to finance the costs of planning, acquisition, construction and equipping of Second Amended Project Plan No. 2, being necessary site work and infrastructure improvements within the TIF District;

WHEREAS, the Issuer and the Prior Trustee, with the written consent of the Developer, as the sole registered owner of the Series 2021 B Bonds, and the written consent of United Bank as the sole registered owner of the Series 2021 A Bonds, entered into a First Supplemental Indenture of Trust, dated August 11, 2023 (the "First Supplemental Indenture") in order to (i) increase the authorized principal amount of the Series 2021 B Bonds from $4,195,000 to $6,422,000, and (ii) issue the Amended and Restated Series 2021 B Bond No. BR-1 (the "Amended and Restated Series 2021 B Bond");

WHEREAS, the Issuer and the Prior Trustee entered into a Second Supplemental Indenture of Trust dated July 19, 2024 (the "Second Supplemental Indenture") pursuant to which Section 4.03B of the Original Indenture was modified to extend the period of time available to the Issuer for the requisitioning of proceeds of the Amended and Restated Series 2021 B Bond for deposit into the Series 2021 B Bonds Project Fund and application therefrom to the payment of the costs of Second Amended Project Plan No. 2 from May 25, 2024 to December 31, 2024;

WHEREAS, pursuant to an Instrument of Removal, Appointment and Acceptance dated as of April 2, 2025, the Prior Trustee has been replaced as trustee under the Indenture by WesBanco Bank, Inc. (the "Trustee");

WHEREAS, the Issuer and the Trustee, with the written consent of the Developer, as Registered Owner of the Amended and Restated Series 2021 B Bond and with the written consent of United Bank as the Registered Owner of the Series 2021 A Bonds, have entered into the Third Supplemental Indenture of Trust, dated as of November 1, 2025, by and between the Issuer and the Trustee (the "Third Supplemental Indenture") in order to (i) provide for the issuance of the Second Amended and Restated Series 2021 B Bond No. BR-1, dated November 21, 2025 (the "Second Amended and Restated Series 2021 B Bond"), in order to increase the authorized principal amount of the Amended and Restated Series 2021 B Bond from $6,422,000 to $7,422,000; and (ii) further modify Section 4.03B of the Original Indenture to extend the period of time available to the Issuer for the requisitioning of proceeds of the Second Amended and Restated Series 2021 B Bond from December 31, 2024 to December 31, 2026;

WHEREAS, under provisions of the Act, the Issuer is authorized and empowered to issue tax increment refunding revenue bonds to refund, pay or discharge all or any part of the outstanding Series 2021 B Bonds, to fund a reserve fund pledged to the payment of such refunding bonds and pay costs of issuance associated with the issuance of such refunding bonds and related costs;

WHEREAS, the Issuer now desires to issue its Subordinate Tax Increment Revenue Refunding Bonds, Series 2026 A (Taxable) (Development District No. 3 – White Oaks), in an original aggregate principal amount not to exceed $7,000,000 (the "Series 2026 A Bonds") for the purposes of (i) currently refunding and discharging in full the Series 2021 B Bonds; (ii) funding a debt service reserve fund for the Series 2026 A Bonds; and (iii) paying costs of issuance of the Series 2026 A Bonds;

WHEREAS, the Issuer has also determined to issue its Junior Subordinate Tax Increment Revenue and Improvement Bonds, Series 2026 B (Taxable) (Development District No. 3 – White Oaks), in an original aggregate principal amount of not to exceed $1,000,000 (the "Series 2026 B Bonds" and collectively with the Series 2026 A Bonds, the "Series 2026 Bonds") for the purposes of (i) paying or reimbursing additional costs of the design, acquisition, construction and equipping of the Second Amended Project Plan No. 2 (the "2026B Project"); and (ii) paying costs of issuance of the Series 2026 B Bonds;

WHEREAS, the Series 2026 A Bonds will be issued pursuant to a Fourth Supplemental Indenture of Trust (the "Fourth Supplemental Indenture"), by and between the Issuer and the Trustee, and the Issuer will approve the final terms of the Series 2026 A Bonds pursuant to a Bond Purchase Agreement, by and between the Issuer and Clear Mountain Bank, Inc. as original purchaser of the Series 2026 A Bonds (the "2026 A Purchaser"), to be executed and delivered by the Issuer in connection with the sale and issuance of the Series 2026 A Bonds (the "Series 2026 A Bond Purchase Agreement");

WHEREAS, the Series 2026 B Bonds will be issued pursuant to a Fifth Supplemental Indenture of Trust (the "Fifth Supplemental Indenture" and collectively with the Original Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture and the Fourth Supplemental Indenture, the "Indenture"), by and between the Issuer and the Trustee, and the Issuer will approve the final terms of the Series 2026 B Bonds pursuant to a Bond Purchase Agreement, by and between the Issuer and the Developer or its designee (the "2026 B Purchaser" and collectively with the 2026 A Purchaser, the "Purchasers"), to be executed and delivered by the Issuer in connection with the sale and issuance of the Series 2026 B Bonds (the "Series 2026 B Bond Purchase Agreement");

WHEREAS, the current refunding and repayment in full of the Series 2021 B Bonds and the design, acquisition and construction of the improvements contemplated by the 2026B Project will benefit the inhabitants of Harrison County (the "County"), will increase opportunities for employment in the County and will help in establishing a balanced economy within the County, and the health, happiness, right of gainful employment and general welfare of the citizens and residents of the County will be promoted by the current refunding and repayment in full of the Series 2021 B Bonds and the design, acquisition and construction of the improvements contemplated by the 2026B Project and the same constitutes a public purpose of the Issuer under the Act;

WHEREAS, as further provided in the Act, the Series 2026 Bonds shall be special and limited obligations of the Issuer payable solely from the moneys remaining on deposit in the Revenue Fund (as defined in the Original Indenture) following the transfers required by Section 4.07B of the Original Indenture, as amended by the Fourth Supplemental Indenture, and following the payment of all debt service and other costs and transfers associated with any Additional Bonds in each Bond Year (the "Surplus TIF Revenues"), a lien upon the moneys and securities held in the TIF Fund created by the Issuer pursuant to the District and Project Approval Order which shall be subordinate to the lien thereon in favor of the Series 2021 A Bonds and any Additional Bonds (as defined in the Original Indenture) and certain funds and accounts created pursuant to the Fourth

Supplemental Indenture (in the case of the Series 2026 A Bonds) and the Fifth Supplemental Indenture (in the case of the Series 2026 B Bonds), and shall not constitute a general obligation debt of the Issuer or a pledge of the Issuer's full faith and credit or taxing power; and

WHEREAS, the Issuer desires to take all steps necessary for the current refunding and repayment in full of the Series 2021 B Bonds and the design, acquisition and construction of the improvements contemplated by the 2026B Project and the financing thereof pursuant to the issuance of the Series 2026 Bonds.

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND ENTERED OF RECORD BY THE COUNTY COMMISSION OF HARRISON COUNTY, AS FOLLOWS:

Section 1. It is hereby found and determined that (i) the current refunding and repayment in full of the Second Amended and Restated Series 2021 B Bond, the design, acquisition, construction and equipping of the 2026B Project and the issuance of the Series 2026 Bonds to finance the same will benefit the inhabitants of the County, will increase opportunities for employment in the County and will help in establishing a balanced economy within the County; (ii) the health, happiness, right of gainful employment and general welfare of the citizens and residents of the County will be promoted by the current refunding and repayment in full of the Second Amended and Restated Series 2021 B Bond, the design, acquisition, construction and equipping of the 2026B Project and the issuance of the Series 2026 Bonds to finance the same; and (iii) the same constitutes a public purpose of the Issuer under the Act. Therefore, the Issuer hereby authorizes and directs the current refunding and repayment in full of the Second Amended and Restated Series 2021 B Bond and the design, acquisition, construction and equipping of the 2026B Project in the manner and pursuant to the terms and conditions as more particularly described and provided for in the Fourth Supplemental Indenture, the Fifth Supplemental Indenture and the Development Agreement (hereinafter defined), the forms of which have been presented at the meeting in which this Resolution and Order has been adopted and are hereby approved, and the financing of costs of the same pursuant to the issuance of its Series 2026 Bonds.

Section 2. (A) To accomplish the purposes of the Act, the Issuer hereby authorizes the issuance of its Series 2026 A Bonds in an original aggregate principal amount not to exceed $7,000,000 (the "Series 2026 A Bonds") for the purposes of (i) currently refunding and discharging in full the Series 2021 B Bonds; (ii) funding a debt service reserve fund for the Series 2026 A Bonds; and (iii) paying costs of issuance of the Series 2026 A Bonds and related costs. The Series 2026 A Bonds shall be dated such date or dates, shall bear interest payable at such times and at such rates (not to exceed 6.5% per annum), shall mature on such dates and in such principal amounts (with final maturity no later than June 1, 2037), shall be issued in such denominations, shall have such provisions for redemption and shall have such other provisions as shall be set forth in the Fourth Supplemental Indenture and the Series 2026 A Bond Purchase Agreement. The Series 2026 A Bonds shall be payable at such place or places and in the manner, shall be subject to optional and mandatory redemption and shall have such other provisions as are set forth in the form of the Fourth Supplemental Indenture which has been presented to the Issuer at the meeting in which this Resolution and Order has been adopted and in the form of Series 2026 A Bond attached to the Fourth Supplemental Indenture as Exhibit A, both of which may be modified with

the consent or at the direction of the President of the Issuer which consent or direction may be conclusively established by the execution and delivery of such Fourth Supplemental Indenture and shall be placed with the 2026 A Purchaser at a price, and pursuant to the terms to be set forth and established in the Series 2026 A Bond Purchase Agreement and in the Fourth Supplemental Indenture, and the President of the Issuer shall have the power and authority to approve the terms for the purchase and sale of the Series 2026 A Bonds pursuant to her execution and delivery of the Series 2026 A Bond Purchase Agreement and the Fourth Supplemental Indenture so long as such terms are within the parameters set by the Issuer pursuant to this Section 2(A).

(B) To accomplish the purposes of the Act, the Issuer hereby authorizes the issuance of its Series 2026 B Bonds in the aggregate principal amount not to exceed $1,000,000 (the "Series 2026 B Bonds" and collectively with the Series 2026 A Bonds, the "Series 2026 Bonds") for the purposes of (i) paying or reimbursing costs of the 2026B Project; and (ii) paying costs of issuance of the Series 2026 B Bonds and related costs. The Series 2026 B Bonds shall be dated such date or dates, shall bear interest payable at such times and at such rates (not to exceed 7.5% per annum), shall mature on such dates and in such principal amounts (with final maturity no later than June 1, 2037), shall be issued in such denominations, shall have such provisions for redemption and shall have such other provisions as shall be set forth in the Fifth Supplemental Indenture and the Series 2026 B Bond Purchase Agreement. The Series 2026 B Bonds shall be payable at such place or places and in the manner, shall be subject to optional and mandatory redemption and shall have such other provisions as are set forth in the form of the Fifth Supplemental Indenture which has been presented to the Issuer at the meeting in which this Resolution and Order has been adopted and in the form of Series 2026 B Bond attached to the Fifth Supplemental Indenture as Exhibit A, both of which may be modified with the consent or at the direction of the President of the Issuer which consent or direction may be conclusively established by the execution and delivery of such Fifth Supplemental Indenture and shall be placed with the original purchaser or purchasers at a price, and pursuant to the terms to be set forth and established in the Series 2026 B Bond Purchase Agreement and in the Fifth Supplemental Indenture, and the President of the Issuer shall have the power and authority to approve the terms for the purchase and sale of the Series 2026 B Bonds pursuant to her execution and delivery of the Series 2026 B Bond Purchase Agreement and the Fifth Supplemental Indenture so long as such terms are within the parameters set by the Issuer pursuant to this Section 2(B).

Section 3. (A) Pursuant to the Fourth Supplemental Indenture, the substantial form of which has been submitted to the Issuer for approval pursuant to this Resolution and Order, the Issuer will covenant to pay the principal of, and interest on, the Series 2026 A Bonds solely from the Trust Estate (as defined in the Fourth Supplemental Indenture), which includes all right, title and interest of the Issuer in and to the Surplus TIF Revenues generated in the TIF District and on deposit from time to time in the TIF Fund or the Revenue Fund (as defined in the Fourth Supplemental Indenture), which source of security and repayment shall be junior and subordinate to the Tax Increment Revenues generated in the TIF District which are deposited from time to time in the TIF Fund and in the Revenue Fund pledged to repayment of the Series 2021 A Bonds and any Additional Bonds pursuant to the Original Indenture, all right, title and interest of the Issuer in and to any payments made by the Guarantors (as defined in the Fourth Supplemental Indenture)

to the Trustee pursuant to the Developer Guaranty (as defined in the Fourth Supplemental Indenture), and all moneys and securities held by the Trustee from time to time in certain funds and accounts established by the Issuer for the Series 2026 A Bonds with the Trustee pursuant to the Fourth Supplemental Indenture. The Issuer hereby authorizes and approves the granting of such security for the repayment of the Series 2026 A Bonds. If there are any inconsistencies between the description of the security for the Series 2026 A Bonds which is hereinabove described and the security for the Series 2026 A Bonds which is contained in the Fourth Supplemental Indenture which is executed and delivered by the President of the Issuer, the description of the security which is contained in the Fourth Supplemental Indenture shall control.

(B) Pursuant to the Fifth Supplemental Indenture, the substantial form of which has been submitted to the Issuer for approval pursuant to this Resolution and Order, the Issuer will covenant to pay the principal of, and interest on, the Series 2026 B Bonds solely from the Trust Estate (as defined in the Fifth Supplemental Indenture), which includes all right, title and interest of the Issuer in and to the Surplus TIF Revenues generated in the TIF District and on deposit from time to time in the TIF Fund or the Revenue Fund, which source of security and repayment shall be junior and subordinate to the Tax Increment Revenues generated in the TIF District which are deposited from time to time in the TIF Fund and in the Revenue Fund pledged to repayment of the Series 2021 A Bonds, the Series 2026 A Bonds, any Additional Bonds and any Additional Subordinate Bonds (as defined in the Fourth Supplemental Indenture) pursuant to the Indenture, and all moneys and securities held by the Trustee from time to time in certain funds and accounts established by the Issuer for the Series 2026 B Bonds with the Trustee pursuant to the Fifth Supplemental Indenture. The Issuer hereby authorizes and approves the granting of such security for the repayment of the Series 2026 B Bonds. If there are any inconsistencies between the description of the security for the Series 2026 B Bonds which is hereinabove described and the security for the Series 2026 B Bonds which is contained in the Fifth Supplemental Indenture which is executed and delivered by the President of the Issuer, the description of the security which is contained in the Fifth Supplemental Indenture shall control.

Section 4. The Series 2026 Bonds, together with the interest thereon and other costs incidental thereto, shall be secured solely by and payable solely from the pledges effected by the Fourth Supplemental Indenture and the Fifth Supplemental Indenture as herein described. The Series 2026 Bonds, 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 Trust Estate as set forth in the Fourth Supplemental Indenture and the Fifth Supplemental Indenture, as applicable. Neither the Series 2026 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 and credit or taxing power, if any, of the State of West Virginia or the Issuer, nor shall the same ever constitute an indebtedness of the State of West Virginia or the Issuer 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 or the Issuer. No recourse shall be had for the payment of the principal of and interest on the Series 2026 Bonds against the Issuer, except as provided for in the Indenture or against any official or member of the Issuer.

Section 5. The Issuer hereby authorizes and approves the issuance of the Series 2026 Bonds within the parameters set forth in Section 2 above, and hereby further authorizes the President of the Issuer, in consultation with Bond Counsel, to approve the final terms thereof and the documents hereinafter described as shall be set forth in the Series 2026 A Bond Purchase Agreement and in the Series 2026 B Bond Purchase Agreement. The President of the Issuer is authorized to execute and deliver the Series 2026 Bonds and the Clerk of the Issuer is authorized to affix the seal of the Issuer to the Series 2026 Bonds and to attest the same, which Series 2026 Bonds shall be in substantially the forms attached to the Fourth Supplemental Indenture and Fifth Supplemental Indenture, and with such changes as shall be approved by the President of the Issuer. The execution and delivery of the Series 2026 Bonds by the President of the Issuer shall be conclusive evidence of the approval of the form thereof.

Section 6. (A) The Fourth Supplemental Indenture, to be dated on or prior to the date of delivery of the Series 2026 A Bonds, by and between the Issuer and the Trustee, substantially in the form submitted to the Issuer at the meeting in which this Resolution and Order has been considered for adoption, with such modifications as may hereafter be approved by the President of the Issuer, shall be and the same is hereby approved. The President of the Issuer is hereby authorized and directed to execute, acknowledge, if necessary, and deliver the Fourth Supplemental Indenture, with such changes, insertions, variations and omissions as may be approved by the President, and the Clerk is hereby authorized and directed to affix the seal of the Issuer thereto and to attest the same. The execution of the Fourth Supplemental Indenture by the President of the Issuer shall be conclusive evidence of such approval.

(B) The Fifth Supplemental Indenture, to be dated on or prior to the date of delivery of the Series 2026 B Bonds, by and between the Issuer and the Trustee, substantially in the form submitted to the Issuer at the meeting in which this Resolution and Order has been considered for adoption, with such modifications as may hereafter be approved by the President of the Issuer, shall be and the same is hereby approved. The President of the Issuer is hereby authorized and directed to execute, acknowledge, if necessary, and deliver the Fifth Supplemental Indenture, with such changes, insertions, variations and omissions as may be approved by the President, and the Clerk is hereby authorized and directed to affix the seal of the Issuer thereto and to attest the same. The execution of the Fifth Supplemental Indenture by the President of the Issuer shall be conclusive evidence of such approval.

Section 7. The Issuer hereby authorizes and approves the design, acquisition, construction and equipping of the 2026B Project in the manner, by the parties and subject to the terms and conditions provided in the Development Agreement with respect to the Series 2026 B Bonds and design, acquisition, construction and equipping of the 2026B Project (the "Development Agreement"), to be dated on or prior to the date of delivery of the Series 2026 B Bonds, by and between the Issuer and the Developer, substantially in the form presented at the meeting in which this Resolution and Order was adopted and made a part of this Resolution and Order as though set forth in full herein, shall be and the same is hereby approved. The President of the Issuer is hereby authorized and directed to execute, acknowledge, if necessary, and deliver the Development Agreement, with such changes, insertions, variations and omissions as may be

approved by the President, and the Clerk is authorized and directed to affix the seal of the Issuer thereto and to attest the same, as necessary. The execution of the Development Agreement by the President shall be conclusive evidence of such approval.

Section 8. (A) The Series 2026 A Bond Purchase Agreement, substantially in the form submitted to the Issuer at the meeting in which this Resolution and Order has been considered for adoption, with such modifications as may hereafter be approved by the President of the Issuer, shall be and the same is hereby approved. The President of the Issuer is hereby authorized and directed to execute and deliver the Series 2026 A Bond Purchase Agreement, with such changes, insertions, variations and omissions as may be approved by the President. The execution of the Series 2026 A Bond Purchase Agreement by the President shall be conclusive evidence of the approval of such changes, insertions, variations and omissions.

(B) The Series 2026 B Bond Purchase Agreement, substantially in the form submitted to the Issuer at the meeting in which this Resolution and Order has been considered for adoption, with such modifications as may hereafter be approved by the President of the Issuer, shall be and the same is hereby approved. The President of the Issuer is hereby authorized and directed to execute and deliver the Series 2026 B Bond Purchase Agreement, with such changes, insertions, variations and omissions as may be approved by the President. The execution of the Series 2026 B Bond Purchase Agreement by the President shall be conclusive evidence of the approval of such changes, insertions, variations and omissions.

Section 9. The Transaction Summary with respect to the issuance of the Series 2026 Bonds (the "Transaction Summary"), substantially in the form presented at the meeting in which this Resolution and Order has been adopted together with such changes thereto as may be authorized by the President of the Issuer, is hereby ratified, confirmed and approved for use by the Placement Agent (hereinafter defined) in the marketing and sale of the Series 2026 Bonds.

Section 10. The President and Clerk and any other proper officers and employees of the Issuer, together with all other members and employees thereof, are hereby authorized and directed to execute, acknowledge, if necessary, and deliver any and all other papers, documents, agreements, certificates and instruments, to affix the seal of the Issuer and attest the same for and on behalf of the Issuer and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution and Order and the documents approved or described herein and other documents relating thereto.

Section 11. All covenants, stipulations, obligations and agreements of the Issuer contained herein and contained in the Series 2026 Bonds, the Indenture, the Development Agreement, the Series 2026 A Bond Purchase Agreement, the Series 2026 B Bond Purchase Agreement and other documents relating thereto (collectively, the "Bond Documents") 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 Bond Documents 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.

Section 12. Neither the Series 2026 Bonds nor any covenant, stipulation, obligation or agreement therein or herein contained or contained in the Bond Documents or other documents relating thereto 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 2026 Bonds shall be subject to any personal liability or accountability by reason of the issuance of the Series 2026 Bonds. The Issuer shall not have any expense, financial liability or financial obligation of any kind in connection with the Series 2026 Bonds except from the security pledged by the Indenture or as shall be reimbursed from the proceeds of the Series 2026 Bonds. No member of the Issuer or officer or employee of the Issuer shall be individually or personally liable for the payment of the principal of or the interest on any of the Series 2026 Bonds, but nothing herein contained shall relieve any such member, official or employee from the performance of any official duty provided by law or this Resolution and Order.

Section 13. Steptoe & Johnson PLLC is hereby appointed as bond counsel to the Issuer and Piper Sandler & Co. is hereby appointed as Placement Agent to the Issuer with respect to the issuance of the Series 2026 Bonds. The Trustee is hereby appointed as Trustee, Registrar and Paying Agent for the Series 2026 Bonds under the Indenture. The fees and charges of bond counsel, the Developer, legal counsel to the Developer, the Trustee, the Placement Agent, legal counsel to the Placement Agent, and other costs of issuance of the Series 2026 Bonds, if payable by the Issuer, shall be payable solely from the proceeds of the placement of the Series 2026 Bonds or otherwise by the purchasers of the Series 2026 Bonds. The President of the Issuer is hereby authorized to execute and deliver such Engagement Letters and other similar agreements with such parties as are described in this section as shall be considered necessary or desirable in order for the Issuer to engage the services of such party and provide for the terms and compensation of such engagement, upon such terms and conditions as determined by the President and any prior action in connection therewith is hereby approved and authorized.

Section 14. The laws of the State of West Virginia shall govern the construction of this Resolution and Order and the Series 2026 Bonds issued hereunder.

Section 15. If any section, paragraph, clause or provision of this Resolution and Order shall be held invalid, such invalidity shall not affect any of the remaining provisions of this Resolution and Order.

Section 16. The designation of any of the Series 2026 Bonds may be modified without further action by the Issuer to reflect issuance dates or other matters.

Section 17. All previous ordinances, orders, resolutions or parts thereof in conflict with the provisions of this Resolution and Order are, to the extent of such conflict, hereby repealed.

Section 18. 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 entry of this Resolution and Order 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 President, Clerk and Commissioners of the Issuer were at all times when any actions in connection with this Resolution and Order occurred and are duly in office and duly qualified for such office.

Section 19. This Resolution and Order shall take effect immediately upon adoption and entry thereof.

Adopted and entered of record this 18th day of November, 2026.

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

CERTIFICATION

The undersigned, being the duly qualified, elected and acting Clerk of The County Commission of Harrison County, does hereby certify that the foregoing Resolution and Order was duly adopted and entered of record by The County Commission of Harrison County at a regular meeting duly held, pursuant to proper notice thereof, on November 18, 2026, a quorum being present and acting throughout, and which Resolution and Order has not been modified, amended or revoked and is a true, correct and complete copy thereof as of this _____, 2026.

By: _____
Clerk

FOURTH SUPPLEMENTAL INDENTURE OF TRUST

by and between

THE COUNTY COMMISSION OF HARRISON COUNTY

and

WESBANCO BANK, INC.
as Trustee

Dated as of _____, 2026

$6,291,000
The County Commission of Harrison County
Subordinate Tax Increment Revenue Refunding Bonds
Series 2026 A (Taxable)
(Development District No. 3 – White Oaks)

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Exhibit D – Form of Investor Letter Series 2026 A Bonds D-1

FOURTH SUPPLEMENTAL INDENTURE OF TRUST

This **FOURTH SUPPLEMENTAL INDENTURE OF TRUST** is dated as of _____, 2026 (this "Fourth Supplemental Indenture"), supplementing and amending the Indenture of Trust made and entered into as of May 25, 2021 (the "Original Indenture"), by and between **THE COUNTY COMMISSION OF HARRISON COUNTY**, a public corporation and governing body of Harrison County (the "Issuer"), and United Bank as trustee, which has been replaced as trustee by **WESBANCO BANK, INC.** (the "Trustee") pursuant to the Instrument of Removal, Appointment and Acceptance dated as of April 2, 2025.

RECITALS

WHEREAS, the Issuer, under Chapter 7, Article 11B of the Code of West Virginia of 1931, as amended (the "Act"), has plenary power and authority to issue tax increment financing obligations to finance the costs of acquisition, construction and equipping of a project or projects included in a development or redevelopment plan approved by the West Virginia Development Office and adopted by the governing body of the Issuer, that are located within a development or redevelopment district, which project costs may include (i) interest prior to and during the acquisition, construction and equipping of a project and for a reasonable time thereafter; (ii) such reserves as may be required; (iii) reimbursement of costs of any interim financing or cash expenditures entered on behalf of projects in the development or redevelopment district; and (iv) any and all other expenses incidental to planning, carrying out and financing the project;

WHEREAS, pursuant to the Act, the Issuer, on October 4, 2007, following all necessary actions, publications, public hearings and approvals, entered an Order (the "District and Project Approval Order") approving and creating a development district to be known as the Harrison County Development District No. 3 - White Oaks (the "TIF District") as a development district under the provisions of the Act and, approving a project plan ("Project Plan No. 1") and establishing a tax increment financing fund for the TIF District (the "TIF Fund"), wherein the regular levy property taxes attributable to the amount by which the current assessed value of real and tangible personal property having a tax situs in the TIF District exceeds the base assessed value of the property (the "Tax Increment Revenues") shall be deposited;

WHEREAS, High Tech Corridor Development, LLC, a West Virginia limited liability company (the "Developer"), is the developer of the TIF District;

WHEREAS, Project Plan No. 1 provided for the use of tax increment financing for the design, acquisition, construction and equipping of certain projects for the development known as White Oaks in Harrison County, West Virginia, consisting generally of public roads, water lines, sanitary sewer lines, intersection improvements, curbing, traffic control, lighting and other related infrastructure and utilities improvements and all necessary appurtenances;

WHEREAS, following a public hearing and the approval of the Executive Director of the West Virginia Development Office, the Issuer entered an Order on May 21, 2015 approving a new project plan for the TIF District ("Original Project Plan No. 2") for the second phase of development in the TIF District, particularly certain public infrastructure improvements,

including, but not limited to: design, site acquisition, construction and equipping of public roads, water, sewer, electric, gas and other necessary utility improvements, intersection improvements, curbing, traffic control, lighting and other related infrastructure, engineering, remediation, site preparation, cut and fill, site infrastructure and improvements to public infrastructure within the TIF District (the "Phase II TIF Project");

WHEREAS, following a public hearing and the approval of the Executive Director of the West Virginia Development Office, the Issuer entered an Order on December 28, 2018 approving the amendment of Original Project Plan No. 2 to include additional phases of development of certain infrastructure projects within the TIF District, including, but not limited to: design, acquisition, construction and equipping of new road construction and road improvements, water, sewer, electric, gas and other necessary utility improvements, intersection improvements, curbing, traffic control, lighting, sidewalks and other related infrastructure, engineering, remediation, earthwork, site preparation, cut and fill, site infrastructure, and improvements to public infrastructure within the TIF District ("First Amended Project Plan No. 2");

WHEREAS, pursuant to a Bond Authorizing Order entered on May 12, 2021 (the "Original Bond Order"), the Issuer and United Bank (the "Prior Trustee") entered into an Indenture of Trust dated May 25, 2021 (the "Original Indenture") under which the Issuer issued The County Commission of Harrison County Senior Tax Increment Refunding Revenue Bonds, Series 2021 A Tax-Exempt (Development District No. 3 – White Oaks) (the "Series 2021 A Bonds"), and The County Commission of Harrison County Subordinate Tax Increment Revenue Bonds, Series 2021 B Taxable (Development District No. 3 – White Oaks) (the "Original Series 2021 B Bonds");

WHEREAS, the Original Series 2021 B Bonds were dated May 25, 2021, and were issued in the aggregate principal amount of $4,195,000;

WHEREAS, the Developer was the Original Purchaser (as defined in the Original Indenture) and is the current Registered Owner (as defined in the Original Indenture) of the entire aggregate principal amount of the Original Series 2021 B Bonds;

WHEREAS, pursuant to an application submitted by Developer (the "Application"), and pursuant to a letter from the West Virginia Department of Economic Development, dated July 18, 2023, the Issuer entered an Order on July 26, 2023, approving the further amendment of Original Project Plan No. 2 to include additional phases of development of certain infrastructure and site development projects within the TIF District, including infrastructure and site development related to proposed residential development within the TIF District, including, but not limited to: design, acquisition, construction and equipping of new road construction and road improvements, water, sewer, electric, gas and other necessary utility improvements, intersection improvements, curbing, traffic control, lighting, sidewalks and other related infrastructure, engineering, remediation, earthwork, site preparation, cut and fill, site infrastructure, site improvements and land acquisition within or contiguous to and benefitting the TIF District ("Second Amended Project Plan No. 2"), all in order to facilitate the issuance of tax increment financing obligations to finance the costs of planning, acquisition, construction and equipping of Second Amended Project Plan No. 2, being necessary site work and infrastructure improvements within the TIF District;

WHEREAS, the Issuer and the Prior Trustee entered into a First Supplemental Indenture of Trust dated August 11, 2023 (the "First Supplemental Indenture") pursuant to which the Series

2021 B Bonds were amended and restated to increase the principal amount thereof to $6,422,000 (the "Amended and Restated Series 2021 B Bonds");

WHEREAS, the Issuer and the Prior Trustee entered into a Second Supplemental Indenture of Trust dated July 19, 2024 (the "Second Supplemental Indenture"), pursuant to which Section 4.03B of the Original Indenture was modified to extend the period of time available to the Issuer for the requisitioning of proceeds of the Amended and Restated Series 2021 B Bonds for deposit into the Series 2021 B Bonds Project Fund and application therefrom to the payment of the costs of Second Amended Project Plan No. 2 from May 25, 2024 to December 31, 2024;

WHEREAS, the Issuer and the Trustee entered into a Third Supplemental Indenture of Trust dated November 1, 2025 (the "Third Supplemental Indenture" and together with the Original Indenture, First Supplemental Indenture, Second Supplemental Indenture and this Fourth Supplemental Indenture of Trust, the "Indenture"), pursuant to which (i) the Second Amended and Restated Series 2021 B Bond No. BR-1 (the "Second Amended and Restated Series 2021 B Bonds" and together with the "Original Series 2021 B Bonds" and the "Amended and Restated Series 2021 B Bonds", the "Series 2021 B Bonds"), were previously issued in order to (i) increase the authorized principal amount of the Series 2021 B Bonds from $6,422,000 to $7,422,000 in order to increase the principal amount available to be drawn thereon for the purpose of financing costs of Second Amended Project Plan No. 2, and (ii) Section 4.03B of the Original Indenture was modified to extend the period of time available to the Issuer for the requisitioning of proceeds of the Second Amended and Restated Series 2021 B Bonds from December 31, 2024 to December 31, 2026;

WHEREAS, the Issuer now desires to issue, pursuant to this Fourth Supplemental Indenture, its tax increment revenue bonds to be designated "The County Commission of Harrison County Subordinate Tax Increment Revenue Refunding Bonds, Series 2026 A (Development District No. 3 – White Oaks)", in the original aggregate principal amount of $_____ (the "Series 2026 A Bonds") for the purposes of (i) currently refunding the Issuer's Series 2021 B Bonds; (ii) funding a debt service reserve fund for the Series 2026 A Bonds; and (iii) paying costs of issuance of the Series 2026 A Tax Bonds;

WHEREAS, this Fourth Supplemental Indenture is being executed and delivered as a supplement to the Original Indenture in order to provide for the issuance of the Series 2026 A Bonds as Subordinate Bonds pursuant to Sections 2.06 and 7.01J of the Original Indenture;

WHEREAS, simultaneously with the issuance of the Series 2026 A Bonds, the Issuer intends to issuer its Junior Subordinate Tax Increment Revenue and Improvement Bonds, Series 2026 B (Taxable) (Development District No. 3 – White Oaks), in the original aggregate principal amount of $675,000 (the "Series 2026 B Bonds") for the purposes of (i) finance the costs of future infrastructure and site improvements in the TIF District, and (ii) pay costs of issuance of the Series 2026 B Bonds;

WHEREAS, the Series 2026 A Bonds will be secured by and payable from a pledge and lien upon the Tax Increment Revenues, the funds on deposit from time to time in the TIF Fund, and the Revenue Fund held by the Trustee after payment of debt service on the Series 2021 A Bonds as well as annual administrative and other expenses in the TIF District ("Surplus TIF

Revenues"), which pledge and lien is subordinate to the pledge and lien granted in favor of the Series 2021 A Bonds and any Additional Bonds;

WHEREAS, pursuant to a Guaranty Agreement, dated _____, 2026, (the "Developer Guaranty"), either the Developer or the Individual Guarantor (as defined in the Developer Guaranty) shall pay to the Trustee scheduled interest and principal on the Series 2026 A Bonds to the extent Surplus TIF Revenues (as defined herein) are insufficient therefor prior to the application of any amounts on deposit in the Reserve Fund (as defined herein).

WHEREAS, the Issuer has heretofore adopted and entered of record on _____, 2026, a Bond Authorizing Resolution and Order (the "Bond Order") authorizing the issuance by the Issuer of its Series 2026 A Bonds for the purposes herein described;

WHEREAS, the current refunding of the Second Amended and Restated Series 2021 B Bonds will benefit the inhabitants of Harrison County, will increase opportunities for employment in Harrison County and will help in establishing a diversified and balanced economy within Harrison County, and the health, happiness, right of gainful employment and general welfare of the citizens and residents of Harrison County will be promoted by the Second Amended Project Plan No. 2 as aforesaid, and the current refunding of the Second Amended and Restated Series 2021 B Bonds and the financing of the Second Amended Project Plan No. 2 is a public purpose of the Issuer under the Act;

WHEREAS, as further provided in the Act and this Fourth Supplemental Indenture, the Series 2026 A Bonds are special and limited obligations of the Issuer payable solely from the funds, accounts and security described herein and in any indentures supplemental hereto and shall not constitute a general obligation debt of the Issuer or a pledge of the Issuer's full faith and credit or taxing power; and

WHEREAS, the Trustee agrees to accept and administer the trusts created hereby.

GRANTING CLAUSES

To declare the terms and conditions upon which the Series 2026 A Bonds are to be authenticated, issued and delivered and to secure the payment of all of the Series 2026 A Bonds issued and Outstanding under this Fourth Supplemental Indenture from time to time according to their tenor and effect together with all interest to accrue thereon and to secure the performance and observance by the Issuer of all the covenants, agreements and conditions contained in this Fourth Supplemental Indenture and in the Series 2026 A Bonds, and in consideration of the premises, the acceptance by the Trustee of the trusts created by this Fourth Supplemental Indenture, and the purchase and acceptance of the Series 2026 A Bonds by the Owners thereof, the Issuer hereby transfers in trust, pledges and assigns to the Trustee, and hereby grants a security interest and lien to the Trustee in and on, the following property and interests (said property referred to herein as the "Trust Estate"), which security interest and lien shall be junior and subordinate in all respects to the security interest and lien in favor of the Series 2021 A Bonds and any Additional Bonds:

(a) All right, title and interest of the Issuer in and to the Surplus TIF Revenues generated and collected in the TIF District which are deposited from time to time

in the TIF Fund and in the Revenue Fund, together with any interest or other investment earnings thereon which source of security and repayment shall be junior and subordinate to the Tax Increment Revenues generated and collected in the TIF District which are deposited from time to time in the TIF Fund and in the Revenue Fund pledged to repayment of the Series 2021 A Bonds and any Additional Bonds issued in accordance with the Original Indenture;

(b) all right, title and interest of the Issuer in and to any payments paid or to be paid by the Developer to the Trustee under and pursuant to the Developer Guaranty and to enforce the Developer Guaranty with respect to the receipt of such payments;

(c) All moneys and securities (except moneys and securities held in Administrative Expense Fund and the Series 2026 A Bonds Costs of Issuance Fund (as hereinafter defined)) from time to time held by the Trustee in any fund or account created pursuant to the terms of this Fourth Supplemental Indenture with respect to the Series 2026 A Bonds; and

(d) Any and all other property (real, personal or mixed) of every kind and nature from time to time, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security under this Fourth Supplemental Indenture by the Issuer or by anyone on its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

All moneys and securities in the Series 2026 A Bonds Debt Service Fund, the Series 2026 A Bonds Redemption Account and the Series 2026 A Bonds Reserve Fund shall only be pledged to and serve as security for the Series 2026 A Bonds. The Owners of the Series 2026 A Bonds shall have a lien on and pledge of all funds and securities on deposit in the TIF Fund and Revenue Fund that is subordinate to the lien and pledge thereof in favor of the Series 2021 A Bonds and any Additional Bonds.

The Trustee shall hold in trust and administer the Trust Estate, upon the terms and conditions set forth in this Fourth Supplemental Indenture for the benefit and security of each and every Owner of the Series 2026 A Bonds without preference priority or distinction as to participation in the lien, benefit and protection of this Fourth Supplemental Indenture of one Series 2026 A Bond over or from the others, except as otherwise expressly provided herein (including with respect to payments pursuant to the Developer Guaranty), and for the uses and purposes and upon the terms, agreements and conditions set forth herein.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in trust and assigns forever upon the terms and trusts herein set forth for the benefit, protection and security of the Registered Owners of the Series 2026 A Bonds, all of which Series 2026 A Bonds, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any Series 2026 A Bond over any other Series 2026 A Bond except as expressly provided herein or permitted hereby and all of which Series 2026 A Bonds, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any Series

2026 A Bond over any other Series 2026 A Bond except as expressly provided herein (including with respect to payments pursuant to the Develoer Guarantee) or permitted hereby;

PROVIDED, HOWEVER, that if the Issuer shall well and truly pay, or cause to be paid, the principal or Redemption Price of and interest on the Series 2026 A Bonds according to the true intent and meaning thereof, or shall provide for the payment thereof as permitted by Article VIII of the Original Indenture, and shall perform and observe all the covenants and conditions of this Fourth Supplemental Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then, upon compliance with Article VIII of the Original Indenture, the lien of this Fourth Supplemental Indenture shall be discharged and satisfied with respect to such Series 2026 A Bonds; otherwise this Fourth Supplemental Indenture shall be and remain in full force and effect with respect to all Outstanding Series 2026 A Bonds.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the receipt and adequacy of which are hereby acknowledged by both parties hereto, the Issuer covenants and agrees with the Trustee, for the equal and proportionate benefit of the respective Owners of the Series 2026 A Bonds, that all Series 2026 A Bonds are to be issued, authenticated and delivered and the Trust Estate is to be held and applied by the Trustee, subject to the further covenants, conditions and trusts hereinafter set forth, as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. Fourth Supplemental Indenture of Trust. This Fourth Supplemental Indenture is authorized, executed and delivered by the Issuer and the Trustee pursuant to and in accordance with Section 2.09 and Section 7.01G of the Original Indenture.

Section 1.02. Definitions. Terms used in this Fourth Supplemental Indenture shall have the meanings set forth below or, if not set forth below, the meanings set forth in Section 1.01 of the Original Indenture, unless a different meaning clearly appears from the context.

"Act" means the West Virginia Tax Increment Financing Act, Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended from time to time.

"Additional Bonds" means any Bonds issued by the Issuer from time to time pursuant to Section 2.06 of the Original Indenture and Section 2.08 of this Fourth Supplemental Indenture, for so long as the Series 2026 A Bonds are outstanding, which have a shared first priority lien upon the Tax Increment Revenues of the TIF District and the TIF Fund with the pledge and lien thereon which is created by the Original Indenture in favor of the Series 2021 A Bonds.

"Additional Subordinate Bonds" means tax increment revenue bonds or other obligations issued by the Issuer under the Act (excluding any Junior Subordinate Bonds and any other obligations issued on a subordinate basis to the Series 2026 A Bonds and any Additional Subordinate Bonds), the lien on and security interest in the Surplus TIF Revenues and the funds on deposit from time to time in the TIF Fund and the Revenue Fund shall be junior and subordinate to the lien and pledge thereof in favor of the Series 2021 A Bonds and any Additional Bonds and on parity with the lien and pledge thereof and of the Surplus TIF Revenues in favor of the Series 2026 A Bonds and any Additional Subordinate Bonds then Outstanding.

"Administrative Expense Fund" means the Administrative Expense Fund created pursuant to Section 4.01 of the Original Indenture and continued hereby.

"Administrative Expenses" means costs directly related to the administration of the TIF District, the Series 2021 A Bonds, the Series 2026 A Bonds, any Additional Bonds, Additional Subordinate Bonds, or Junior Subordinate Bonds, consisting of, but not limited to, fees and costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs of the Issuer or its designee (including legal counsel) of complying with the provisions of the Act and the Indenture and all other documents delivered in connection with the issuance of the Series 2021 A Bonds, the Series 2026 A Bonds, any Additional Bonds, Additional Subordinate Bonds, or Junior Subordinate Bonds; an allocable share of the salaries of the Issuer staff directly related to the foregoing and a proportionate amount of Issuer general administrative overhead related thereto. Administrative Expenses shall also include amounts advanced by the Issuer for any administrative costs of the Series 2021 A Bonds, the Series 2026 A Bonds, Additional Bonds, Additional Subordinate Bonds, or Junior Subordinate Bonds, including, but not limited to, costs of credit enhancement, rebate, financial, tax and other professional consultants,

including, but not limited to, MuniCap, Inc. or any other administrator of the TIF District that may be engaged by the Issuer from time to time.

"Amended Project Plan No. 2" shall have the meaning set forth in the recitals hereof.

"Annual Debt Service" means, for each Fiscal Year, the sum of principal and interest that will be payable on the Series 2026 A Bonds in such Fiscal Year whether, in the case of principal, at maturity, pursuant to scheduled payments or by mandatory redemption; provided, however, that the principal and interest due and payable in the final Bond Year shall be reduced by the amount of the Reserve Requirement.

"Application" shall have the meaning set forth in the recitals hereof.

"Authorized Denomination" or **"Authorized Denominations"** means, in the case of the Series 2026 A Bonds $100,000 and any integral multiple of $0.01 in excess thereof.

"Authorized Officer" means, with respect to the Issuer, the President of the Issuer or such other officer or officers as shall be designated by official action of the Issuer, and with respect to the Developer, the Manager of the Developer or such other individual as shall be designated by resolution of the Developer from time to time, all for the purpose of executing notices, certificates and other documents delivered in connection with the Indenture.

"Bond Counsel" means any attorney or firm of attorneys selected by the Issuer and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bondholder," "Beneficial Owner," "Beneficial Owners," "Holder," "Owner;" or "Registered Owner" means any person who shall be the registered owner of any Outstanding Bond, Series 2026 A Bond, Additional Subordinate Bonds or Junior Subordinate Bonds, as applicable in the circumstance.

"Bond Order" means the Bond Authorizing Resolution and Order of the Issuer adopted and entered of record on _____, 2026, authorizing the issuance, sale and delivery of the Series 2026 A Bonds.

"Bond Register" means the books for the registration and transfer of Series 2026 A Bonds maintained by the Registrar under Section 2.09 of this Fourth Supplemental Indenture.

"Bond Year" means the 12-month periods during the term of the Series 2026 A Bonds beginning on the 2nd day of June of each calendar year and ending on the 1st day of June of the succeeding calendar year. The first Bond Year begins on the Date of Issue of the Series 2026 A Bonds and ends on June 1, 2027.

"Clerk" means the County Clerk of the Issuer, or in the absence of the County Clerk, a duly appointed acting Clerk.

"Closing Date" shall mean the date of the initial delivery of the Series 2026 A Bonds and the payment therefor.

"Code" means the Internal Revenue Code of 1986, as in effect on the date of issuance of the Series 2026 A Bonds and as it may be amended to apply to any Series 2026 A Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published under the Code.

"Costs of Issuance" means items of expense permitted under the Act, payable or reimbursable directly or indirectly by the Issuer related to the authorization, sale and issuance of the Series 2026 A Bonds.

"Costs of Issuance Requisition" means a Requisition for Payment from Series 2026 A Bonds Costs of Issuance Fund, the form of which is attached hereto and made a part hereof as **Exhibit B**.

"County" means Harrison County, West Virginia.

"Date of Issue" means, with respect to the Series 2026 A Bonds, the date of issuance and delivery of the Series 2026 A Bonds to the Original Purchaser, being _____, 2026.

"Debt Service" means the sum of the principal of and the interest payable on the Series 2021 A Bonds, the Series 2026 A Bonds, any Additional Bonds, Additional Subordinate Bonds, or Junior Subordinate Bonds, as applicable in the circumstance, during any period, whether, in the case of principal, at maturity or by mandatory redemption.

"Developer" means High Tech Corridor Development, LLC, a West Virginia limited liability company.

"Developer Guaranty" means the Guaranty Agreement, dated _____, 2026, pursuant to which the Developer shall pay scheduled interest and principal on the Series 2026 A Bonds to the extent Surplus TIF Revenues are insufficient therefor prior to the application of any amounts on deposit in the Reserve Fund.

"Development Office" means the West Virginia Division of Economic Development, formerly known as the West Virginia Department of Economic Development and the West Virginia Development Office.

"District and Project Approval Order" means the Order entered by the Issuer on October 4, 2007, following all necessary actions, publications, public hearings and approvals, approving and creating the TIF District, the Project Plan and establishing the TIF Fund.

"Electronic Means" means telecopy, telegraph, telex, facsimile transmission, email transmission or other similar electronic means of communication, including a telephonic communication confirmed by writing or written transmission.

"Event of Default" has the meaning given it in Section 7.01 of this Fourth Supplemental Indenture.

"First Amended Project Plan No. 2" shall have the meaning set forth in the recitals hereto.

"First Supplemental Indenture" shall have the meaning set forth in the recitals hereof.

"Fourth Supplemental Indenture" means this Fourth Supplemental Indenture of Trust, dated as of _____, 2026.

"Indenture" means the Original Indenture, as the same is supplemented and/or amended from time to time, including but not limited to the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture and this Fourth Supplemental Indenture.

"Interest Payment Dates" means, with respect to the Series 2026 A Bonds, June 1 of each year, commencing June 1, 2027.

"Issuer" means The County Commission of Harrison County, a public corporation and governing body of Harrison County, a political subdivision of the State.

"Junior Subordinate Bonds" means any tax increment revenue bonds or other obligations issued by the Issuer pursuant to the Act, in accordance with Sections 2.06 and 7.01J of the Original Indenture, the lien on and security interest in the Tax Increment Revenues deposited from time to time in the TIF Fund and the funds on deposit from time to time in the Revenue Fund shall be junior and subordinate to the lien and pledge thereof in favor of any Subordinate Bonds, including but not limited to the Series 2026 A Bonds, and any Additional Subordinate Bonds.

"Maturity Date" means the date on which the principal of the Series 2026 A Bonds together with all interest thereon remaining unpaid at such time becomes due and payable, which date is June 1, 2037.

"**Opinion of Bond Counsel**" means a written opinion of any legal counsel acceptable to the Issuer and the Trustee who shall be nationally recognized as expert in matters pertaining to the validity of obligations of governmental issuers and the exemption from federal income taxation of interest on such obligations.

"Original Bond Order" shall have the meaning set forth in the recitals hereto.

"Original Indenture" means that certain Indenture of Trust, dated May 25, 2021, by and between the Issuer and the Prior Trustee, pursuant to which the Series 2021 A Bonds were issued.

"Original Project Plan No. 2" shall have the meaning set forth in the recitals hereto.

"Original Purchaser" means Clear Mountain Bank.

"Original Series 2021 B Bonds" shall have the meaning set forth in the recitals hereto.

"Outstanding" or **"outstanding"** means, as of any particular date, all Series 2026 A Bonds authenticated and delivered under this Fourth Supplemental Indenture except (a) any Series 2026 A Bond canceled by the Trustee (or delivered to the Trustee for cancellation) at or before such date, (b) any Series 2026 A Bond that has been paid or discharged pursuant to Section 6.01 of this Fourth Supplemental Indenture and (c) any Series 2026 A Bond in lieu of or in substitution for which a new Series 2026 A Bond shall have been authenticated and delivered pursuant to Article II.

"Phase II TIF Project" shall have the meaning set forth in the recitals hereof.

"Placement Agent" means, with respect to the Series 2026 A Bonds, Piper Sandler & Co.

"Prior Trustee" means United Bank, as predecessor trustee, replaced by WesBanco Bank, Inc. under the Indenture pursuant to the Instrument of Removal, Appointment and Acceptance dated as of April 2, 2025 by and among the Issuer, United Bank, as predecessor trustee and WesBanco Bank, Inc. as successor trustee.

"Project Plan No. 1" shall have the meaning set forth in the recitals hereof.

"Record Date" means, with respect to the Series 2026 A Bonds, the fifteenth day (whether or not a Business Day) of the calendar month preceding any Interest Payment Date.

"Redemption Date" means the date established for the redemption of the Series 2021 B Bonds from the proceeds of the Series 2026 A Bonds, which date is planned to be _____, 2026.

"Redemption Price" means, when used with respect to any Series 2026 A Bond, or portion thereof, as applicable in the circumstance, the principal amount of such Series 2026 A Bond then being redeemed, or such portion thereof, plus the applicable premium, if any, payable upon redemption thereof pursuant to this Fourth Supplemental Indenture.

"Registered Owner" or **"Registered Owners"** means the owner or owners of any Series 2021 A Bonds, Series 2026 A Bonds, Additional Bonds, Additional Subordinate Bonds, or Junior Subordinate Bonds which may be issued from time to time as indicated on the Bond Register maintained by the Registrar.

"Registrar" means the Trustee in its capacity as registrar for the Series 2026 A Bonds pursuant to this Fourth Supplemental Indenture.

"Regular Record Date" means the 15th day (whether or not a Business Day) of the calendar month next preceding an Interest Payment Date.

"Reserve Requirement" means, when used with respect to the Series 2026 A Bonds, the sum of $_____, which does not exceed the lesser of (a) 10% of the principal amount of the Series 2026 A Bonds secured thereby, (b) 125% of the average Annual Debt Service on the Series

2026 A Bonds secured thereby or (c) the maximum Annual Debt Service on the Series 2026 A Bonds secured thereby.

"Revenue Fund" means the Revenue Fund created pursuant to Section 4.01 of the Original Indenture and continued hereby.

"Revenues" means, when used with respect to the Series 2026 A Bonds, the Surplus TIF Revenues, together with (i) all payments pursuant to the Developer Guaranty and (ii) the earnings on the Series 2026 A Bonds Reserve Fund and Series 2026 A Bonds Debt Service Fund maintained under the Indenture.

"Second Amended and Restated Series 2021 B Bonds" means The County Commission of Harrison County Second Amended and Restated Subordinate Tax Increment Revenue Bonds, Series 2021 B Taxable (Development District No. 3 – White Oaks), issued on November 21, 2025, in the revised aggregate principal amount of $7,422,000 by the Issuer pursuant to the Third Supplemental Indenture of Trust.

"Second Amended Project Plan No. 2" shall have the meaning set forth in the recitals hereto.

"Second Supplemental Indenture" has the meaning set forth in the recitals hereto.

"Series 2021 A Bonds" shall have the meaning set forth in the recitals hereof.

"Series 2021 B Bonds" means The County Commission of Harrison County Subordinate Tax Increment Revenue Bonds, Series 2021 B Taxable (Development District No. 3 – White Oaks), dated May 25, 2021, issued in the aggregate principal amount of $4,195,000, as amended and restated by The County Commission of Harrison County Amended and Restated Subordinate Tax Increment Revenue Bonds, Series 2021 B Taxable (Development District No. 3 – White Oaks), issued on August 11, 2023, in the revised aggregate principal amount of $6,422,000 by the Issuer pursuant to the First Supplemental Indenture of Trust and as further amended and restated by The County Commission of Harrison County Second Amended and Restated Subordinate Tax Increment Revenue Bonds, Series 2021 B Taxable (Development District No. 3 – White Oaks), issued on November 21, 2025, in the revised aggregate principal amount of $7,422,000 by the Issuer pursuant to this Third Supplemental Indenture of Trust.

"Series 2026 A Bonds" means the Subordinate Tax Increment Revenue Refunding Bonds, Series 2026 A (Development District No. 3 – White Oaks), authorized to be issued pursuant to this Fourth Supplemental Indenture.

"Series 2026 A Bonds Costs of Issuance Fund" means the fund by that name created with the Trustee pursuant to Section 4.01 of this Fourth Supplemental Indenture.

"Series 2026 A Bonds Debt Service Fund" means the fund by that name created with the Trustee pursuant to Section 4.01 of this Fourth Supplemental Indenture.

"Series 2026 A Bonds Redemption Account" means the account by that name created within the Series 2026 A Bonds Debt Service Fund pursuant to Section 4.01 of this Fourth Supplemental Indenture.

"Series 2026 A Bonds Reserve Fund" means the fund by that name created with the Trustee pursuant to Section 4.01 of this Fourth Supplemental Indenture.

"State" means the State of West Virginia.

"Surplus TIF Revenues" means the moneys remaining on deposit in the Revenue Fund following the transfers required by Section 4.07B of the Original Indenture and following the payment of all debt service and other costs and transfers associated with any Additional Bonds in each Bond Year.

"Tax Increment" means the amount of regular levy property taxes attributable to the amount by which the current assessed value (as defined by the Act) of real and tangible personal property, excluding personal motor vehicles, having a tax situs in the TIF District exceeds the base assessed value (as defined in the Act) of such property.

"Tax Increment Revenues" shall mean, subject to the exceptions and qualifications set forth in the Act, all Tax Increment funds paid to the Sheriff of Harrison County with respect to the TIF District pursuant to the Act, as well as any payments pursuant to a payments in lieu of taxes agreement or any contributions paid over to the Trustee for deposit in the Revenue Fund pursuant to any agreement entered into on or subsequent to the date of creation of the TIF District with respect to tax-exempt or other property located within the TIF District.

"Termination Date" means the current termination date of the TIF District, which date is October 4, 2037.

"Third Supplemental Indenture" has the meaning set forth in the recitals hereto.

"TIF District" shall have the meaning set forth in the recitals hereto.

"TIF Fund" means the fund by that name created by the Issuer pursuant to the District and Project Approval Order and as provided for under the Act.

"Trust Estate" means the Trust Estate described in the Granting Clauses of this Fourth Supplemental Indenture.

"Trustee" means Wesbanco Bank, Inc. as successor trustee which replaced United Bank as trustee under the Indenture pursuant to the Instrument of Removal, Appointment and Acceptance dated as of April 2, 2025 by and among the Issuer, United Bank, as predecessor trustee and WesBanco Bank, Inc. as successor trustee.

Section 1.03. Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Fourth Supplemental Indenture:

A. Words importing the singular number include the plural number and words importing the plural number include the singular number.

B. Words of the masculine gender include correlative words of the feminine and neuter genders.

C. The headings and the table of contents set forth in this Fourth Supplemental Indenture are solely for convenience of reference and shall not constitute a part of this Fourth Supplemental Indenture, nor shall they affect its meaning, construction or effect.

D. Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

E. Any reference to a particular percentage or proportion of the holders of Series 2026 A Bonds shall mean the holders at the particular time of the specified percentage or proportion in aggregate principal amount of all Series 2026 A Bonds then Outstanding under this Fourth Supplemental Indenture, except Series 2026 A Bonds held by or for the account of the Issuer, whether or not pledged to or by the Issuer; however, Series 2026 A Bonds so pledged may be regarded as Outstanding for the purposes of this paragraph if the pledgee establishes to the satisfaction of the Trustee the pledgee's right to vote on such Series 2026 A Bonds. Any reference herein to Series 2026 A Bonds the consent or direction of a specified proportion of the holders of which is required or permitted prior to the taking of any action hereunder shall mean the holders of such proportion of Outstanding Series 2026 A Bonds as shall be affected thereby.

F. Any reference to a particular Article or Section shall be to such Article or Section of this Fourth Supplemental Indenture unless the context shall require otherwise.

G. Any reference herein to the terms "Bond," "Bonds," "Bondholder" or "Bondholders" in a context in which such terms can be logically construed as comprehending all tax increment financing obligations issued pursuant to the Indenture or any Supplemental Indenture and the holders thereof, including Subordinate Bonds or Junior Subordinate Bonds and the Bondholders of Subordinate Bonds or Junior Subordinate Bonds, shall include Subordinate Bonds and Junior Subordinate Bonds and the Bondholders of Subordinate Bonds and Junior Subordinate Bonds and the provisions of this Fourth Supplemental Indenture in which such terms appear shall apply to any Supplemental Indenture pursuant to which such Subordinate Bonds or Junior Subordinate Bonds are issued to the extent that such provisions do not conflict with the provisions of such Supplemental Indenture.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE SERIES 2026 A BONDS

Section 2.01. Series 2026 A Bonds Authorized.

There is hereby authorized under the Indenture the issuance of a series of bonds in the aggregate principal amount of $6,291,000 which shall be designated "The County Commission of Harrison County Subordinate Tax Increment Revenue Refunding Bonds, Series 2026 A (Taxable) (Development District No. 3 – White Oaks)" for the purposes of (i) currently refunding the Series 2021 B Bonds outstanding in the principal amount of $5,426,797.10, (ii) funding a debt service reserve fund for the Series 2026 A Bonds, and (iii) paying costs of issuance of the Series 2026 A Bonds and related costs.

Section 2.02. Details of Series 2026 A Bonds.

The Series 2026 A Bonds shall be issuable as fully registered bonds in Authorized Denominations in the original aggregate principal amount of $_____. The Series 2026 A Bonds shall be dated as of the Closing Date, shall initially be issued as a single fully registered bond payable to the order of the Original Purchaser and numbered AR-1.

The Series 2026 A Bonds shall bear interest (computed on the basis of a year of 360 days and twelve 30-day months) from and after the Closing Date to its Maturity Date at the fixed rate of ____% per annum. Interest on the Series 2026 A Bonds shall accrue on the Outstanding principal amount of the Series 2026 A Bonds from the Closing Date until payment of principal has been made or provided for, payable on each Interest Payment Date, commencing June 1, 2027, except that Series 2026 A Bonds which are reissued upon transfer, exchange or other replacement shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or if no interest has been paid, from the date of the Series 2026 A Bonds. The entire principal amount of the Series 2026 A Bonds shall be advanced by the Original Purchaser to or upon the order of the Issuer on the Closing Date. Any principal amount of the Series 2026 A Bonds which has been advanced by the Original Purchaser shall not then be readvanced by such Original Purchaser as this obligation is not a revolving credit facility.

The principal amount of the Series 2026 A Bonds shall be repayable by the Issuer solely from the Surplus TIF Revenues deposited into the TIF Fund, payable in installments on each Principal Payment Date, in the amounts indicated in the Debt Service Schedule for the Series 2026 A Bonds attached hereto as **Exhibit C**, with all principal of the Series 2026 A Bonds not theretofore repaid pursuant to scheduled payments of principal on such Principal Payment Dates or pursuant to optional or mandatory redemption of the Series 2026 A Bonds as indicated pursuant to Section 3.01 of this Fourth Supplemental Indenture or otherwise, together with all interest which has accrued thereon and not theretofore been repaid, being due and payable on the Maturity Dates of the Series 2026 A Bonds. The principal of the Series 2026 A Bonds shall be subject to optional redemption as provided in Section 3.01 hereof and shall be payable in annual installments as provided in **Exhibit C** attached hereto. If the Issuer redeems the principal amount of the Series 2026 A Bonds in part as provided for optional redemption pursuant to Section 3.01 hereof, the

scheduled payments of principal indicated in **Exhibit C** attached hereto shall be reduced in inverse order of scheduled payment dates and the Trustee shall prepare a new Debt Service Schedule to reflect such revised principal payment amounts and provide the same to the Issuer and replace **Exhibit C** attached hereto.

Section 2.03. Minimum Denominations, Numbers, Letters and Form. The Series 2026 A Bonds shall be issued in fully registered form and in Authorized Denominations. The Series 2026 A Bonds shall be numbered separately from 1 upward preceded by the letters "AR" prefixed to the number. The Series 2026 A Bonds shall be in the form of **Exhibit A** hereto with such changes, variations or amendments as are permitted by this Fourth Supplemental Indenture.

Section 2.04. Place and Manner of Payment. The Debt Service on the Series 2026 A Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. The principal of and premium, if any, on the Series 2026 A Bonds shall be payable upon presentation and surrender of such Series 2026 A Bonds at the corporate trust operation's office of the Trustee, currently located in Wheeling, West Virginia. With respect to Series 2026 A Bonds which are subject to optional redemption of principal in part pursuant to Section 3.01A of this Fourth Supplemental Indenture, and mandatory redemption in part as provided for in Section 3.01B of this Fourth Supplemental Indenture, the Trustee shall make the principal payment directly to the Registered Owner and update its records to reflect the remaining principal balance due and owing on such Series 2026 A Bonds without the necessity of the Registered Owner tendering such Series 2026 A Bond to the principal corporate trust office of the Trustee for payment and issuance of a new Series 2026 A Bond or Bonds, except for the repayment in full or final payment of principal of such Series 2026 A Bonds on their Maturity Date, which shall require tender to the Trustee for payment. Interest on any Series 2026 A Bond shall be paid on each Interest Payment Date by check or draft mailed to the person who is the Registered Owner of such Series 2026 A Bond and at the address appearing on the Bond Register at the close of business on the Record Date pertaining to such Interest Payment Date; and to any Registered Owner of $1,000,000 or more in aggregate principal amount of the Series 2026 A Bonds as of the commencement of business of the Trustee on the Record Date for a particular Interest Payment Date who so elects, by wire transfer of funds to such wire transfer address within the continental United States as such Registered Owner shall have furnished to the Trustee in writing not less than five days prior to such Record Date and upon compliance with the reasonable requirements of the Trustee; provided, however, that, if and to the extent that the available Surplus TIF Revenues shall be insufficient to pay in full or in part the interest on the Series 2026 A Bonds on any Interest Payment Date or upon the Maturity Date, such failure shall not constitute a default or Event of Default with respect to the Series 2026 A Bonds or this Fourth Supplemental Indenture and any delinquent interest shall be added to the principal balance of the Series 2026 A Bonds and thereafter be payable in accordance with the provisions for payment of principal of the Series 2026 A Bonds as provided in this Fourth Supplemental Indenture. Interest will accrue and be payable on delinquent interest which has been added to the principal balance of the Series 2026 A Bonds as herein provided.

Subject to the foregoing, each Series 2026 A Bond delivered under this Fourth Supplemental Indenture upon transfer thereof, or in exchange for or in lieu of any other Series 2026 A Bond, shall carry the rights to interest accrued and unpaid, and to accrue on such Series 2026 A Bond, or which were carried by such replaced Series 2026 A Bond.

Section 2.05. Execution. The Series 2026 A Bonds shall be executed in the name and on behalf of the Issuer by the manual or facsimile signature of its President, sealed with its corporate seal (or a facsimile thereof) and attested by the manual or facsimile signature of its County Clerk. In case any officer whose manual or facsimile signature appears on the Series 2026 A Bonds shall cease to be such officer before delivery of such Series 2026 A Bonds, such signature, nevertheless, shall be valid and sufficient for all purposes as if such officer had remained in office until such delivery, and the Issuer may adopt and use for the execution of Series 2026 A Bonds the manual or the facsimile signature of any person who shall have been at the time the proper officer to execute such Series 2026 A Bonds, notwithstanding the fact that such person may not have been such officer on the date of such Series 2026 A Bonds or that such person may have ceased to be such officer at the time when such Series 2026 A Bonds shall be actually authenticated and delivered.

Section 2.06. Authentication. All Series 2026 A Bonds shall have endorsed thereon a certificate of authentication and registration duly executed by the Trustee. None of the Series 2026 A Bonds shall be valid or entitled to any security or benefit under this Fourth Supplemental Indenture unless and until such certificate of authentication shall have been duly executed manually by the Trustee, and such executed certificate of the Trustee upon any such Series 2026 A Bond shall be conclusive evidence that such Series 2026 A Bond has been authenticated and delivered under this Fourth Supplemental Indenture. The Trustee's certificate of authentication on any Series 2026 A Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Series 2026 A Bonds issued hereunder. The Certificate of Authentication shall be in substantially the form set forth in **Exhibit A** hereto with respect to the Series 2026 A Bonds.

Section 2.07. Conditions Precedent to Issuance of Series 2026 A Bonds.

The Series 2026 A Bonds shall be executed by the Issuer and delivered to the Trustee, whereupon the Trustee, as Registrar, shall authenticate the Series 2026 A Bonds and, upon payment of the proceeds of the Series 2026 A Bonds by the Original Purchaser, shall deliver the Series 2026 A Bonds upon the order of the Issuer, but only upon delivery to the Trustee of:

A. A copy of this Fourth Supplemental Indenture executed by the Issuer and the Trustee and a copy of the fully executed Original Indenture;

B. A request and authorization to the Trustee on behalf of the Issuer, executed by an Authorized Officer, to authenticate the Series 2026 A Bonds and deliver said Series 2026 A Bonds to the Original Purchaser upon payment to the Trustee, for the account of the Issuer, of an amount equal to the proceeds of the Series 2026 A Bonds. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the names of the purchasers and the proceeds;

C. A copy, certified by the County Clerk, of the Bond Order;

D. An Opinion of Bond Counsel, dated as of the Closing Date; and

E. Any other documents that may be required by the Trustee.

When the documents specified above have been filed with the Trustee, and when the Series 2026 A Bonds shall have been executed and authenticated as required by this Fourth Supplemental Indenture, the Trustee shall deliver the Series 2026 A Bonds to or upon the order of the Original Purchaser thereof, but only upon payment to the Trustee of the net proceeds of the Series 2026 A Bonds. The net proceeds of the Series 2026 A Bonds shall be immediately paid over to the Trustee, and the Trustee shall deposit and apply such proceeds as provided in Article IV hereof.

Section 2.08. Additional Bonds; Additional Subordinate Bonds; Junior Subordinate Bonds. Notwithstanding the provisions of Section 2.06 of the Original Indenture, for so long as the Series 2026 A Bonds shall remain outstanding, the Issuer shall not issue any Additional Bonds or Additional Subordinate Bonds without having first obtained the written consent of the Original Purchaser of the Series 2026 A Bonds therefor.

The Issuer may issue Junior Subordinate Bonds at any time without the consent of the Trustee, the Original Purchaser or any other party and without complying with any other terms and conditions of the Original Indenture; provided, however, that consent of the Developer shall be required. The Supplemental Indenture authorizing the issuance of any Series of such Junior Subordinate Bonds shall specify the terms of such Junior Subordinate Bonds and the form, denominations, and other details of such Junior Subordinate Bonds. Any Supplemental Indenture authorizing the issuance of Junior Subordinate Bonds may provide for the creation of separate funds and accounts for such Junior Subordinate Bonds.

Section 2.09. Registration, Transfer and Exchange. The Trustee shall cause to be kept at its principal corporate trust office a register (referred to herein as the "Bond Register") in which, subject to such reasonable regulations as it may prescribe, the Trustee shall provide for the registration, transfer and exchange of Series 2026 A Bonds as herein provided. The Trustee is hereby appointed "Registrar" for the purpose of registering Series 2026 A Bonds and transfers of Series 2026 A Bonds as herein provided.

Series 2026 A Bonds may be transferred or exchanged only upon the Bond Register maintained by the Trustee as provided in this Section. Upon surrender for transfer or exchange of any Bond at the principal corporate trust office of the Trustee, the Issuer shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Series 2026 A Bonds of the same series and maturity, of any authorized denominations and of a like aggregate principal amount.

Every Series 2026 A Bond presented or surrendered for transfer or exchange shall (if so required by the Issuer or the Trustee, as Bond Registrar) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Trustee, as Bond Registrar, duly executed by the Bondholder thereof or his or her attorney or legal representative duly authorized in writing.

All Series 2026 A Bonds surrendered upon any exchange or transfer provided for in this Fourth Supplemental Indenture shall be promptly cancelled by the Trustee and thereafter disposed of as required by applicable law.

All Series 2026 A Bonds issued upon any transfer or exchange of Series 2026 A Bonds shall be the valid obligations of the Issuer, evidencing the same debt, and entitled to the same security and benefits under this Fourth Supplemental Indenture, as the Series 2026 A Bonds surrendered upon such transfer or exchange.

No service charge shall be made for any registration, transfer or exchange of Series 2026 A Bonds, but the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Series 2026 A Bonds, and such charge shall be paid before any such new Series 2026 A Bond shall be delivered. The fees and charges of the Trustee for making any transfer or exchange and the expense of any bond printing necessary to effect any such transfer or exchange shall be paid by the Bondholder requesting such transfer or exchange. In the event any Bondholder fails to provide a correct taxpayer identification number to the Trustee, the Trustee may impose a charge against such Bondholder sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code, such amount may be deducted by the Trustee from amounts otherwise payable to such Bondholder hereunder or under the Series 2026 A Bonds.

The Trustee shall not be required (i) to transfer or exchange any Series 2026 A Bond during a period beginning at the opening of business 15 days before the day of the first publication or the mailing (if there is no publication) of a notice of redemption of such Series 2026 A Bond and ending at the close of business on the day of such publication or mailing, or (ii) to transfer or exchange any Series 2026 A Bond so selected for redemption in whole or in part, during a period beginning at the opening of business on any Regular Record Date for such series of Series 2026 A Bonds and ending at the close of business on the relevant Interest Payment Date therefor.

The Person in whose name any Series 2026 A Bond shall be registered on the Bond Register shall be deemed and regarded as the absolute owner thereof for all purposes, except as otherwise provided in this Fourth Supplemental Indenture, and payment of or on account of the principal of and premium, if any, and interest on any such Bond shall be made only to or upon the order of the Bondholder thereof or his legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Trustee will keep on file at its principal corporate trust office a list of the names and addresses of the last known owners of all Series 2026 A Bonds and the identification numbers of such Series 2026 A Bonds held by each of such owners. At reasonable times and under reasonable regulations established by the Trustee, the list may be inspected and copied by the Issuer or the owners of 10% or more in principal amount of Series 2026 A Bonds Outstanding or the authorized representative thereof, provided that the ownership of such owner and the authority of any such designated representative shall be evidenced to the satisfaction of the Trustee.

Anything to the contrary in this Indenture notwithstanding, no Series 2026 A Bond or beneficial ownership interest therein may be offered, sold or transferred except to a Qualified Institutional Buyer, an Accredited Investor or to any entity for which all of the equity owners are Accredited Investors and in an amount which is not less than an Authorized Denomination and unless the Trustee has received prior to such transfer an investor letter from the prospective new

Registered Owner in substantially the form attached as **Exhibit D** to this Indenture and each of the foregoing shall be a condition to registration of the ownership of the Series 2026 A Bonds or any portion thereof to such transferee.

Section 2.10. Mutilated, Destroyed, Lost and Stolen Series 2026 A Bonds. If (i) any mutilated Series 2026 A Bond is surrendered to the Trustee, or the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Series 2026 A Bond, and (ii) there is delivered to the Issuer and the Trustee such security or indemnity as may be required by it to hold the Trustee and the Issuer harmless, then, in the absence of notice to the Trustee that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and upon its request the Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Series 2026 A Bond, a new Series 2026 A Bond of the same series and maturity and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost or stolen Series 2026 A Bond has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Series 2026 A Bond, pay such Series 2026 A Bond.

Upon the issuance of any new Series 2026 A Bond under this Section, the Issuer and the Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith.

Every new Series 2026 A Bond issued pursuant to this Section in lieu of any destroyed, lost or stolen Series 2026 A Bond, shall constitute an original additional contractual obligation of the Issuer, whether or not the destroyed, lost or stolen Series 2026 A Bond shall be at any time enforceable by anyone, and shall be entitled to all the security and benefits of this Fourth Supplemental Indenture equally and ratably with all other Outstanding Series 2026 A Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Series 2026 A Bonds.

Section 2.11. Cancellation of Bonds. All Series 2026 A Bonds surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Trustee, shall be promptly cancelled by the Trustee, and, if surrendered to any Paying Agent other than the Trustee, shall be delivered to the Trustee and, if not already cancelled, shall be promptly cancelled by the Trustee. The Issuer may at any time deliver to the Trustee for cancellation any Series 2026 A Bonds previously authenticated and delivered hereunder, which the Issuer may have acquired in any manner whatsoever, and all Series 2026 A Bonds so delivered shall be promptly cancelled by the Trustee. No Series 2026 A Bond shall be authenticated in lieu of or in exchange for any Series 2026 A Bond cancelled as provided in this Section, except as expressly provided by this Fourth Supplemental Indenture. The Trustee shall execute and deliver to the Issuer a certificate describing the Series 2026 A Bonds so cancelled. All cancelled Bonds held by the Trustee shall be disposed of in accordance with applicable law.

Section 2.12. Circumstances Following Termination of TIF District.

The Bondholders of all of the Series 2026 A Bonds and the Trustee on behalf of such Bondholders hereby agree that any principal of and interest on any Series 2026 A Bonds which remains due and payable following the Termination Date of the TIF District shall be waived by the Bondholders and the Trustee and such Bondholders and Trustee agree that such Series 2026 A Bonds shall thereupon be considered legally discharged, satisfied and cancelled. As soon thereafter as may be practical following the Termination Date, the Issuer shall cause the Sheriff to transfer all funds then on deposit in the TIF Fund to the Trustee for deposit of such funds in the Revenue Fund to be applied by the Trustee, first to the payment of the Administrative Expenses of the TIF District to the extent that such funds are sufficient therefore, and then to the payment to the registered owners of tax increment revenue obligations issued by the Issuer with respect to the TIF District in their order of priority and based upon the amount of Tax Increment Revenues allocable to such obligations as described in the Indenture and all Supplemental Indentures.

ARTICLE III

REDEMPTION OF SERIES 2026 A BONDS

Section 3.01. Series 2026 A Bonds Subject to Redemption.

The Series 2026 A Bonds are subject to redemption prior to maturity in accordance with their terms and the terms and provisions set forth in this Article. The Series 2026 A Bonds at the time outstanding may be redeemed prior to their respective maturities as follows:

A. **Optional Redemption**. The Series 2026 A Bonds are subject to redemption prior to maturity, at the option of the Issuer, as a whole or in part at any time, at the Redemption Price equal to 100% of the principal amount redeemed, plus interest accrued thereon to the date set for redemption, with no redemption premium being due and payable. All optional redemptions pursuant to this section must be in $1,000 increments with the Series 2026 A Bonds being redeemed as directed by the Issuer; provided that, unless all of the remaining principal of the Series 2026 A Bonds is being paid in full, such optional redemptions of principal shall at all times leave an Authorized Denomination of the Series 2026 A Bonds Outstanding.

B. **Mandatory Redemption**. The Series 2026 A Bonds are subject to mandatory redemption and payment prior to maturity at a Redemption Price equal to 100% of the principal amount thereof then being redeemed plus accrued interest thereon on June 1 (or on such subsequent date as would permit the notice of redemption required by Section 3.02 of this Fourth Supplemental Indenture to be given unless such notice is waived by the Bondholder) of each Bond Year, commencing June 1, 2027, from funds transferred from the Revenue Fund to the Series 2026 A Bonds Redemption Account of the Series 2026 A Bonds Debt Service Fund for the redemption of Series 2026 A Bonds in accordance with Section 4.05 of this Fourth Supplemental Indenture. Such redemptions shall be effected equally and proportionately with respect to the Series 2026 A Bonds. Unless all of the remaining principal of the Series 2026 A Bonds is being paid in full, such redemption of principal shall at all times leave an Authorized Denomination of the Series 2026 A Bonds Outstanding.

Section 3.02. Notice of Redemption.

A. The Issuer shall give notice to the Trustee of its election to redeem Series 2026 A Bonds pursuant to Section 3.01A hereof. Each such notice shall be given at least 45 days prior to the redemption date of such Bonds, or such fewer number of days as shall be acceptable to the Trustee. Upon receipt of such notice, the Trustee shall give notice in the name of the Issuer of the Issuer's election to redeem such Bonds.

Unless waived by any owner of Series 2026 A Bonds to be redeemed, official notice of any redemption pursuant to Section 3.01A hereof shall be given by the Trustee on behalf of the Issuer by mailing a copy of an official redemption notice to each Registered Owner by first class mail or transmission via electronic means, at least 20 days and not more than 60 days prior to the redemption date; provided, however, that with respect to a mandatory redemption of Series 2026 A Bonds in part pursuant to Section 3.01B hereof, the period shall be not less than 10 days nor more than 30 days prior to the redemption date. The initial notice of mandatory redemption

pursuant to Section 3.01B may initially provide an estimated redemption amount but a confirmatory notice shall be provided when the actual redemption amount is known. Such notice may state that the proposed redemption is conditioned on there being on deposit in the Series 2026 A Bonds Redemption Account within the Series 2026 A Bonds Debt Service Fund on the redemption date an amount of money sufficient to pay the redemption price of all the Series 2026 A Bonds which are to be redeemed on that date.

Following the mailing or transmission of any notice of redemption pursuant to this Section, the Trustee shall promptly notify the Issuer in writing of the principal amount of Series 2026 A Bonds to be redeemed.

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

(1) the redemption date;

(2) the principal amount, or in the case of mandatory redemption in part, an estimate of the principal amount of Series 2026 A Bonds to be redeemed;

(3) the date of issue, interest rate, and maturity date of the Series 2026 A Bond being redeemed;

(4) that on the redemption date the redemption price will become due and payable upon the Series 2026 A Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date;

(5) in the case of mandatory redemption in part, that the principal amount to be redeemed will be the amount determined by the Trustee on the redemption date and may not be equal to the estimated redemption price stated in the notice; and

(6) the place where the Series 2026 A Bonds to be redeemed in full are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Trustee or other Paying Agent.

The failure of any owner of Series 2026 A Bonds to receive notice given as provided in this Section, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Series 2026 A Bonds. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given and shall become effective upon mailing, whether or not any owner receives such notice.

B. If at the time of mailing of any notice of redemption the Issuer shall not have deposited with the Trustee moneys sufficient to redeem all the Series 2026 A Bonds called for redemption, such notice shall state that it is subject to the deposit of such moneys with the Trustee not later than the opening of business on the redemption date and such redemption notice and redemption shall be of no effect unless such moneys are so deposited. If such moneys are not deposited by such date and time, the Trustee promptly shall notify the Owners of all Series 2026 A Bonds called for redemption of such fact. Such failure to redeem shall not constitute a default or Event of Default hereunder.

The failure of any owner of Series 2026 A Bonds to receive notice given as provided in this Section, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Series 2026 A Bonds. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given and shall become effective upon mailing, whether or not any owner receives such notice.

Section 3.03. Deposit of Redemption Price. On or prior to any redemption date, the Issuer shall deposit with the Trustee or with a Paying Agent, an amount of money sufficient to pay the Redemption Price of all the Series 2026 A Bonds which are to be redeemed on that date. Such money shall be transferred to the Series 2026 A Bonds Redemption Account and held in trust for the benefit of the Registered Owners entitled to such Redemption Price and shall not be deemed to be part of the Trust Estate.

Section 3.04. Series 2026 A Bonds Payable on Redemption Date. Notice of redemption having been given as aforesaid, the Series 2026 A Bonds to be redeemed shall, on the redemption date set therefor, become due and payable at the Redemption Price therein specified and from and after such date (unless the Issuer shall fail to deposit the Redemption Price or unless a condition described in a conditional redemption notice was not met) such Series 2026 A Bonds shall cease to bear interest. Upon surrender of any such Series 2026 A Bond for redemption in accordance with said notice, such Series 2026 A Bond shall be paid by the Trustee at the Redemption Price. Installments of interest with a due date on or prior to the redemption date shall be payable to the Registered Owners on the relevant Record Dates according to the terms of such Series 2026 A Bonds.

Upon the payment of the Redemption Price of Series 2026 A Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear or have enclosed identifying information, such as the issue and maturity of the Series 2026 A Bonds being redeemed with the proceeds of such check or other transfer.

If any Series 2026 A Bond called for redemption shall not be so paid upon surrender thereof for redemption, or as otherwise provided in this Article in lieu of surrender, despite sufficient funds being on deposit with the Trustee or other Paying Agent therefore, the principal and premium, if any, shall, until paid, bear interest from the redemption date at the rate prescribed therefor in the Series 2026 A Bonds.

Section 3.05. Partial Redemption of Bonds. There may not be a redemption of Series 2026 A Bonds in part unless the unredeemed portion of any Series 2026 A Bond will be in an Authorized Denomination. Upon surrender of any Series 2026 A Bond for redemption in part only, the Issuer shall execute, and the Trustee shall register, authenticate and deliver to the Owner thereof a new Series 2026 A Bond in an aggregate principal amount equal to the unredeemed portion of the Series 2026 A Bond surrendered which amount must be an Authorized Denomination.

Redemption of a portion of the principal amount of the Series 2026 A Bonds in part pursuant to optional redemption as provided in Section 3.01A or pursuant to mandatory redemption in part as provided in Section 3.01B of this Fourth Supplemental Indenture respectively may be effected by the Trustee making payments directly to the Registered Owner

thereof without surrender thereof and the Registered Owner agrees that it will not sell, transfer or otherwise dispose of such Series 2026 A Bond unless prior to delivery thereof such Registered Owner shall present such applicable Series 2026 A Bond to the Trustee for notation thereon of the portion of the principal thereof redeemed or shall surrender such applicable Series 2026 A Bond in exchange for a new Series 2026 A Bond in an amount equal to the unredeemed balance of the principal of the surrendered Series 2026 A Bond.

Section 3.06. Effect of Redemption. If any Series 2026 A Bond is subject by its terms to prior redemption and has been duly called for redemption and notice of the redemption thereof has been duly given as hereinbefore provided and if moneys for the payment of such Series 2026 A Bond at the Redemption Price and the interest to accrue to the redemption date on such Series 2026 A Bond (or the principal amount thereof to be redeemed) are held for the purpose of such payment by the Trustee, then such Series 2026 A Bond (or the principal amount thereof to be redeemed) so called for redemption shall on the redemption date designated in such notice be deemed paid, and interest on such Series 2026 A Bond (or the principal amount thereof to be redeemed), so called for redemption shall cease to accrue. All moneys held by the Trustee or a Paying Agent for the redemption of Series 2026 A Bonds shall be held in trust for the account of the Holders and will be paid to them, respectively, upon presentation and surrender of those Series 2026 A Bonds.

ARTICLE IV

FUNDS AND ACCOUNTS

Section 4.01. Creation and Continuation of Certain Funds and Accounts. The following funds and accounts are hereby created (or continued from the Original Indenture) and shall be maintained under this Fourth Supplemental Indenture:

A. Revenue Fund (continued from the Original Indenture);

B. Administrative Expense Fund (continued from the Original Indenture);

C. Series 2026 A Bonds Costs of Issuance Fund;

D. Series 2026 A Bonds Reserve Fund; and

E. Series 2026 A Bonds Debt Service Fund, and therein,

(i) Series 2026 A Bonds Principal Account,
(ii) Series 2026 A Bonds Interest Account, and
(iii) Series 2026 A Bonds Redemption Account.

The above created funds and accounts shall be held by the Trustee hereunder separate and apart from all other moneys and funds of the Trustee and the Issuer and with the exception of the Administrative Expense Fund and the Series 2026 A Bonds Costs of Issuance Fund, such funds and accounts and the monies and investments on deposit therein or allocated thereto are hereby pledged to the repayment of the Series 2026 A Bonds.

For the purposes of internal accounting, the funds and accounts created or maintained pursuant to this Section may contain one or more accounts and sub-accounts, as the Issuer shall direct. The Trustee shall open the above created funds and accounts at such time said funds and accounts are required for purposes of this Fourth Supplemental Indenture.

Section 4.02. Deposit of Bond Proceeds and Other Funds. The proceeds of the Series 2026 A Bonds in the amount of $6,291,000 shall be paid by the Original Purchaser to the Trustee on the Closing Date by one or more certified checks, bank checks or wire transfers in immediately available funds and thereupon deposited by the Trustee on the Closing Date as follows:

(i) to the Series 2026 A Bonds Costs of Issuance Fund: $_____;

(ii) to the Series 2026 A Bonds Reserve Fund: $_____; and

(iii) to the Series 2021 B Bonds Redemption Account of the Series 2021 B Bonds Debt Service Fund: $_____.

Proceeds of the Series 2026 A Bonds deposited into the Series 2026 A Bonds Costs of Issuance Fund shall be subject to requisitioning by the Issuer and the Developer for the purpose of paying Costs of Issuance of the Series 2026 A Bonds as provided in Section 4.04 of this Fourth Supplemental Indenture.

Proceeds of the Series 2026 A Bonds deposited into the Series 2026 A Bonds Reserve Fund shall be available to pay debt service on the Series 2026 A Bonds on the due dates for such payments when other funds available pursuant to this Fourth Supplemental Indenture are insufficient therefor and payment has not been received pursuant to the Developer Guaranty, as provided in Section 4.05 of this Fourth Supplemental Indenture.

Proceeds of the Series 2026 A Bonds deposited into the Series 2021 B Property Redemption Account of the Series 2021 B Bonds Debt Service Fund held by the Trustee pursuant to the Indenture shall be applied to redeem a portion of the principal amount of the Series 2021 B Bonds pursuant to the terms of the Prepayment Agreement.

Section 4.03. Series 2026 A Bonds Costs of Issuance Fund. The Issuer and the Developer shall submit a Costs of Issuance Requisition in the form of **Exhibit B** attached hereto, with all supporting invoices attached, to the Trustee for payment of the Costs of Issuance of the Series 2026 A Bonds as the same become due and payable. Upon receiving a Costs of Issuance Requisition in the form attached hereto as **Exhibit B** which has been duly prepared and executed by the Issuer and the Developer, and which has all supporting invoices attached thereto, the Trustee shall disburse funds from the Series 2026 A Bonds Costs of Issuance Fund to the parties and in the amounts indicated in the Requisition, within two (2) Business Days following its receipt of such Costs of Issuance Requisition. Upon the written direction of an Authorized Officer of the Issuer, or if no such written direction has been received within 90 days following the Closing Date, the Trustee shall transfer any moneys remaining in the Series 2026 A Bonds Costs of Issuance Fund to the Series 2026 A Bonds Redemption Account and thereupon apply such amount to the payment of interest on the Series 2026 A Bonds as the same shall become due and payable. When no amounts remain in the Series 2026 A Bonds Costs of Issuance Fund, such Fund shall be closed.

Section 4.04. Series 2026 A Bonds Reserve Fund.

A. On or before each Regular Record Date, the Trustee shall compare (i) the amount credited to the Series 2026 A Bonds Debt Service Fund, and the Series 2026 A Bonds Redemption Account thereof, to (ii) the amount of principal of and interest on the Series 2026 A Bonds that will be due and payable on the succeeding Principal Payment Date. In the event that the amount credited to the Series 2026 A Bonds Debt Service Fund shall be less than the amount of the principal of and the interest on the Series 2026 A Bonds that will be due on such Principal Payment Date, the Trustee shall provide written notice of such projected deficiency to the Developer as provided in the Developer Guaranty. Pursuant to the terms of the Developer Guaranty, either the Developer or the Individual Guarantor (as defined in the Developer Guaranty) shall transfer funds or cause funds to be transferred to the Trustee for the purpose of eliminating such deficiency, as set forth in greater detail in the Developer Guaranty.

B. Pursuant to the terms of the Developer Guaranty, the Guarantors thereunder shall make an electronic funds transfer in immediately available funds to the Trustee. If the Guarantors fail to make such a transfer within that timeframe, the Trustee forthwith shall transfer moneys from the Series 2026 A Bonds Reserve Fund to the Series 2026 A Bonds Debt Service Fund to the extent necessary to make good any deficiency.

C. Whenever transfer is made from the Series 2026 A Bonds Reserve Fund to the Series 2026 A Bonds Debt Service Fund due to a deficiency in the Series 2026 A Bonds Debt Service Fund, the Trustee shall provide written notice thereof to the Issuer and the Bondholders, specifying the amount withdrawn.

D. The Trustee shall determine the value of the investment securities in the Series 2026 A Bonds Reserve Fund at current market value as provided in Section 4.09D hereof on each Interest Payment Date, Principal Payment Date and on any other date at the request of an Authorized Officer. If the amount in the Series 2026 A Bonds Reserve Fund exceeds the Reserve Requirement, the Trustee shall provide written notice to the Issuer of the amount of the excess and shall transfer the excess from the Series 2026 A Bonds Reserve Fund to the Series 2026 A Bonds Debt Service Fund annually on June 1 of each Bond Year.

E. If the amount on deposit in the Series 2026 A Bonds Reserve Fund shall at any time be less than the Reserve Requirement as determined above such balance shall be restored as follows: (i) if such deficiency is due to a withdraw of funds from the Series 2026 A Bonds Reserve Fund due to a deficiency of available funds to make a payment on an Interest Payment Date or Principal Payment Date for the Series 2026 A Bonds such deficiency shall be restored pursuant to either (a) transfers of available Surplus TIF Revenues by the Issuer over a period of not more than 18 months following the withdrawal date, or (b) payments from the Developer to the Trustee as provided in the Guaranty Agreement; (ii) if such deficiency is due to a valuation of the funds or investments with respect to the account such deficiency shall be restored pursuant to transfers of available Surplus TIF Revenues by the Issuer over a period of not more than 12 months following the valuation date.

F. Whenever the balance in the Series 2026 A Bonds Reserve Fund equals or exceeds the amount required to redeem or pay all Outstanding Series 2026 A Bonds secured thereby, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, upon the written direction of the Issuer, the Trustee shall transfer the amount in such account in the Series 2026 A Bonds Reserve Fund to the Series 2026 A Bonds Redemption Account of the Series 2026 A Bonds Debt Service Fund as shall be specified by the Issuer. In the event that the amount to be transferred exceeds the amount required to pay and redeem the Outstanding Series 2026 A Bonds secured thereby, the amount of the excess shall be transferred to the Issuer free and clear of the lien of this Indenture, and may be used for any lawful purpose.

Section 4.05. Series 2026 A Bonds Debt Service Fund.

A. On each Interest Payment Date, each Principal Payment Date, on any date in which an optional redemption or mandatory redemption of the Series 2026 A Bonds is to be effected pursuant to Section 3.01 of this Fourth Supplemental Indenture, and upon the Maturity Date of the

Series 2026 A Bonds, the Trustee shall withdraw from the Series 2026 A Bonds Debt Service Fund (and the appropriate subaccounts within such Fund, including the Series 2026 A Bonds Redemption Account) and pay to the Bondholders of the Series 2026 A Bonds the principal of and interest on such Series 2026 A Bonds then due and payable.

B. Subject to the provisions of paragraph (A) of this Section, excess funds which may be on deposit in the Series 2026 A Bonds Debt Service Fund (including the subaccounts thereof) shall be applied by the Trustee at the option of the Issuer as directed in an Officer's Certificate either to the purchase or redemption of Series 2026 A Bonds or to the payment of interest on the Series 2026 A Bonds as the same becomes due and payable. Moneys required to pay the principal or Redemption Price of or interest on any Series 2026 A Bonds under paragraph (A) of this section shall not be deemed to be available for application as provided in this section.

C. If the Issuer shall determine to provide for the payment of any Series 2026 A Bonds as provided in Section 6.01, amounts on deposit in the Series 2026 A Bonds Debt Service Fund (or any subaccount thereof) for the payment of the principal or Redemption Price of or interest on such bonds shall be paid to the escrow deposit agent for such bonds upon the order of the Issuer.

Section 4.06. Revenue Fund.

A. Pursuant to Section 4.07A of the Original Indenture, all of the Tax Increment Revenues generated in the TIF District shall be deposited upon receipt by the Sheriff of Harrison County into the TIF Fund. All of the Tax Increment Revenues deposited into the TIF Fund shall be transferred by the Sheriff of Harrison County on or before the tenth day of each month (or as soon thereafter as practical) to the Trustee for deposit in the Revenue Fund.

B. Pursuant to Section 4.07B of the Original Indenture and the relevant sections of any Supplemental Indenture entered into in connection with the issuance of Additional Bonds, the Trustee shall transfer Tax Increment Revenues from the Revenue Fund to various funds and accounts created by the Original Indenture and the relevant sections of any Supplemental Indenture entered into in connection with the issuance of Additional Bonds in order to pay the principal, interest, funded reserves and other costs associated with the Series 2021 A Bonds and any Additional Bonds.

C. <u>Amendment and Restatement of Certain Provisions of Section 4.07 of the Original Indenture</u>.

(i) Section 4.07B of the Original Indenture is amended and restated in its entirety so as to provide as follows:

> B. Following the Closing Date, on or before each Interest Payment Date, each Principal Payment Date, any date on which a mandatory redemption or optional redemption of Bonds or Subordinate Bonds is to be effected, and upon the respective Maturity Dates of each of the Series 2021 Bonds, and on any other date required for the payment of any other obligations relating to the TIF District, the Trustee shall withdraw from the Revenue

Fund and transfer the following amounts to the following funds and accounts in the following order of priority:

(i) To the Administrative Expense Fund, such amounts as are requisitioned from time to time by the Issuer pursuant to Section 4.08 of this Indenture to pay Administrative Expenses associated with the Bonds or Subordinate Bonds and the TIF District (provided however that no more than 5% of the Tax Increment Revenues collected within the TIF District may be deposited into the Administrative Expense Fund in any Bond Year without the written consent of the Bondholders of the Bonds and Subordinate Bonds having first been obtained);

(ii) To the Rebate Fund, such amounts as may be required to be deposited therein pursuant to the Tax Certificate and as required pursuant to Section 4.09 of this Indenture;

(iii) To the Series 2021 A Bonds Interest Account of the Series 2021 A Bonds Debt Service Fund, following the transfers required pursuant to Sections 4.07B(i) and (ii) above, all available Tax Increment Revenues until an amount sufficient to pay all interest which shall accrue and become due and payable on the Series 2021 A Bonds on the Interest Payment Dates within such Bond Year shall have been deposited therein, taking into account any available amounts then on deposit in the Series 2021 A Bonds Debt Service Fund and available to make such payments;

(iv) To the Series 2021 A Bonds Principal Account of the Series 2021 A Bonds Debt Service Fund, following the transfers required pursuant to Sections 4.07B(i) through (iii) above, all available Tax Increment Revenues until an amount sufficient to pay all principal which shall become due and payable on the Series 2021 A Bonds on the Principal Payment Dates within such Bond Year shall have been deposited therein, taking into account any available amounts then on deposit in the Series 2021 A Bonds Principal Account and available to make such payment;

(v) To the Series 2021 A Bonds Debt Service Fund, on a Maturity Date of the Series 2021 A Bonds, the amount necessary, taking into account any available amounts then on deposit in the Series 2021 A Bonds Debt Service Fund, to make the amount in the Series 2021 A Bonds Debt Service Fund equal to the remaining principal amount of the Series 2021 A Bonds due on such Maturity Date which has not theretofore been repaid pursuant to payments of principal on the Principal Payment Dates or pursuant to optional or mandatory redemption, together with all interest which has accrued and then remains due and payable on a maturity date; and

(vi) To the Reserve Fund, the amount necessary to restore such fund or account to the Reserve Requirement following any withdrawal of funds from the Reserve Fund to pay Debt Service on the Series 2021 A Bonds or following any decrease in the value of the investments in the Reserve Fund to an amount less than the Reserve Requirement in the manner and as required pursuant to Section 4.05 of this Indenture.

(ii) Section 4.07 of the Original Indenture is amended to add subsection C thereto as follows:

C. Any funds remaining in the Revenue Fund following the transfers set forth and described in subsection B above shall be deemed "Surplus TIF Revenues" hereunder. Surplus TIF Revenues shall be applied first to the payment of the principal, interest and other costs associated with any Subordinate Bonds or Junior Subordinate Bonds which may be issued by the Issuer from time to time pursuant to the provisions of this Indenture and any Supplemental Indenture. If there shall be no Subordinate Bonds or Junior Subordinate Bonds Outstanding on any June 1 Surplus TIF Revenues shall be transferred in increments of $1,000 to the Series 2021 A Bonds Redemption Account within the Series 2021 A Bonds Debt Service Fund for the redemption of the principal of the Series 2021 A Bonds pursuant to Section 3.01B hereof.

D. Following the Closing Date and following the transfers described in Sections 4.05 B and C above, on or before each Interest Payment Date, Principal Payment Date, any date on which an optional redemption and mandatory redemption of the Series 2026 A Bonds is to be effected, and upon the Maturity Date of the Series 2026 A Bonds, the Trustee shall withdraw from the Revenue Fund and transfer the following amounts to the following funds and accounts in the following order of priority:

(i) To the Series 2026 A Bonds Interest Account of the Series 2026 A Bonds Debt Service Fund, all available Surplus TIF Revenues until an amount sufficient to pay all interest which shall accrue and become due and payable on the Series 2026 A Bonds on the Interest Payment Dates within such Bond Year shall have been deposited therein, taking into account any available amounts then on deposit in the Series 2026 A Bonds Debt Service Fund and available to make such payments;

(ii) To the Series 2026 A Bonds Principal Account of the Series 2026 A Bonds Debt Service Fund, following the transfers required pursuant to Sections 4.06D(i) above, all available Surplus TIF Revenues until an amount sufficient to pay all principal which shall become due and payable on the Series 2026 A Bonds on the Principal Payment Dates within such Bond Year shall have been deposited therein, taking into account any available amounts then on deposit in the Series 2026 A Bonds Principal Account and available to make such payment;

(iii) To the Series 2026 A Bonds Debt Service Fund, on the Maturity Date of the Series 2026 A Bonds, the amount necessary, taking into account any available amounts then on deposit in the Series 2026 A Bonds Debt Service Fund, to make the amount in the Series 2026 A Bonds Debt Service Fund equal to the remaining principal amount of the Series 2026 A Bonds due on such Maturity Date which has not theretofore been repaid pursuant to payments of principal on the Principal Payment Dates or pursuant to optional or mandatory redemption, together with all interest which has accrued and then remains due and payable on a maturity date; and

(iv) To the Series 2026 A Bonds Reserve Fund, following application of any payments received by the Trustee pursuant to the Developer Guaranty, the amount necessary to restore such fund or account to the Reserve Requirement following any withdrawal of funds from the Series

2026 A Bonds Reserve Fund to pay Debt Service on the Series 2026 A Bonds or following any decrease in the value of the investments in the Reserve Fund to an amount less than the Reserve Requirement in the manner and as required pursuant to Section 4.04 of this Fourth Supplemental Indenture.

Section 4.07. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of principal of or premium, if any, or interest on the Series 2026 A Bonds or the date fixed for redemption of any Series 2026 A Bonds shall be a day other than a Business Day, then payment of principal or premium, if any, or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on such Interest Payment Date, the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 4.08. Nonpresentment of Bonds. In the event any Series 2026 A Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been deposited with the Trustee, all liability of the Issuer to the owner thereof for the payment of such Series 2026 A Bonds, shall forthwith cease, determined and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds in trust in a separate trust account, without liability for interest thereon, for the benefit of the Owner of such Series 2026 A Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Fourth Supplemental Indenture or on or with respect to said Series 2026 A Bond. If any Series 2026 A Bond shall not be presented for payment within two years following the date when such Series 2026 A Bond becomes due, whether by maturity or otherwise, the Trustee shall repay to the Issuer the funds theretofore held by it for payment of such Series 2026 A Bond without liability for interest thereon, and such Series 2026 A Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money; provided, that such obligation of the Issuer shall be payable only from Revenues and shall not constitute a general obligation of the Issuer.

Section 4.09. Investments.

A. Moneys in any fund or account established pursuant to this Fourth Supplemental Indenture and held by the Trustee shall be invested by the Trustee as directed pursuant to an Officer's Certificate of the Issuer filed with the Trustee, but only in Permitted Investments. In the absence of any such Officer's Certificate, the Trustee shall invest any such moneys in Permitted Investments described in clause (l), (2) or (7) of the definition thereof.

B. Moneys in any fund or account established pursuant to this Fourth Supplemental Indenture and held by the Issuer shall be invested by the Issuer in any lawful investment for funds of the Issuer.

C. The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. Neither the Trustee nor the Issuer shall

incur any liability for losses arising from any investments made in accordance with this Section. The Trustee shall not be required to determine the legality of any investments.

D. In determining the value of the assets of the funds and accounts created by this Fourth Supplemental Indenture, investments and accrued interest thereon shall be deemed a part thereof. Investments shall be valued by the Trustee or its agent on each Interest Payment Date or with such greater frequency as may be requested in writing at current market value. Interest earned, profits realized and losses suffered by reason of any investment of the funds and accounts created by this Fourth Supplemental Indenture shall be credited or charged, as the case may be, to the fund or account for which such investment shall have been made.

E. Investments in any and all funds and accounts may be commingled for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the Trustee or the Issuer hereunder, provided that the Trustee or the Issuer, as applicable, shall at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in this Fourth Supplemental Indenture.

F. The Trustee will furnish the Issuer with monthly statements of the funds and accounts established hereunder that are held by the Trustee, which statements shall include detail for all investment transactions made by the Trustee hereunder.

Section 4.10. Application of Funds for Retirement of Bonds. If the Issuer shall determine to provide for the payment or redemption of all Outstanding Series 2026 A Bonds, amounts on deposit in any fund or account created or continued by this Fourth Supplemental Indenture, with the exception of the funds and accounts which are not pledged to the Series 2026 A Bonds, shall, with respect to the Series 2026 A Bonds, be transferred to the Series 2026 A Bonds Redemption Account within the Series 2026 A Bonds Debt Service Fund or any escrow agent for the Series 2026 A Bonds for the payment of the principal or Redemption Price of or interest on such Series 2026 A Bonds upon authorization thereof by resolution or order of the Issuer.

Section 4.11. Repayment to the Issuer. Any amounts on deposit in any fund or account created under this Fourth Supplemental Indenture with respect to the Series 2026 A Bonds and remaining in such fund or account after payment in full of the principal of and the premium, if any, and interest on the Series 2026 A Bonds (or provision for the payment thereof as provided in this Fourth Supplemental Indenture) shall be repaid to the Issuer for use in accordance with the Act.

ARTICLE V

COVENANTS OF THE ISSUER

Section 5.01. Payment of Series 2026 A Bonds. The Issuer covenants that it will promptly pay or cause to be paid, but solely out of amounts derived from, or in connection with, the Revenues or other assets constituting the Trust Estate hereunder, the principal of and premium, if any, and interest on the Series 2026 A Bonds on the dates and in the manner provided herein and in said Series 2026 A Bonds according to the true intent and meaning thereof.

Section 5.02. Performance of Covenants. The Issuer covenants that it will at all times comply with all provisions contained in the Indenture, in the Series 2026 A Bonds, in the Development Agreement and in all proceedings pertaining thereto. The Issuer warrants that it is duly authorized under the Constitution and laws of the State, including particularly and without limitation the Act, to issue and sell the Series 2026 A Bonds, to enter the Bond Order, to pledge the Trust Estate to the Trustee and to execute and deliver this Fourth Supplemental Indenture; that all action on its part for the issuance of the Series 2026 A Bonds and the execution and delivery of this Fourth Supplemental Indenture has been duly and effectively taken; and that the Series 2026 A Bonds in the hands of the Owners thereof are and will be valid and enforceable special and limited obligations of the Issuer, payable from the Trust Estate as provided herein, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights to the extent applicable and their enforcement may be subject to the exercise of judicial discretion in appropriate cases.

Section 5.03. Series 2026 A Bonds Constitute Special, Limited Obligations. The Series 2026 A Bonds are special, limited obligations of the Issuer payable solely from and secured solely by the Trust Estate and do not constitute general obligation debt of the Issuer or pledge the Issuer's full faith and credit or taxing power. The Series 2026 A Bonds and interest thereon shall not be deemed to constitute a debt or liability of the State or of any political subdivision or body politic thereof, including the Issuer, within the meaning of any state constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit or taxing power of the Issuer, the State or of any political subdivision or body politic thereof, but shall be payable solely from the funds provided for in this Fourth Supplemental Indenture. The issuance of the Series 2026 A Bonds shall not, directly, indirectly or contingently, obligate the Issuer, the County, the State or any political subdivision or body politic thereof, including the Issuer, to levy any form of taxation therefor or to make any appropriation for their payment. The State shall not in any event be liable for the payment of the principal of or premium, if any, or interest on the Series 2026 A Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Issuer.

Section 5.04. Encumbrances. The Issuer shall not create and, to the extent Surplus TIF Revenues are available for the discharge thereof, shall not suffer to remain, any lien, encumbrance or charge upon the Trust Estate, except the pledge created for the security of the Series 2021 A Bonds, the Series 2026 A Bonds and any Additional Bonds, Additional Subordinate Bonds, or Junior Subordinate Bonds and the lien upon the Tax Increment Revenues in favor of the Series 2021 A Bonds, Series 2026 A Bonds and any Additional Bonds, Additional Subordinate Bonds, or Junior Subordinate Bonds, and except as otherwise permitted by this Fourth Supplemental

Indenture. To the extent Tax Increment Revenues are available to the Issuer therefor, the Issuer will cause to be discharged, or will make adequate provisions to satisfy and discharge, within 120 days after the same shall accrue, all lawful claims and demands that, if unpaid, might by law become a lien upon the Trust Estate. Nothing contained in this Section shall require the Issuer to pay or cause to be discharged, or make provision for, any such lien, encumbrance or charge so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings.

Section 5.05. Books and Records. The Issuer will keep, or cause to be kept, proper books of record and account in which complete and correct entries shall be made of all transactions relating to the Revenues. Such books shall be subject to the inspection of the Trustee and any duly authorized representative of Bondholders of not less than ten percent of the Series 2026 A Bonds, upon written request to the Issuer by the Trustee or such representative, as applicable. The Issuer shall provide the Trustee or such representative, as applicable, an opportunity to inspect such books and records during the Issuer's regular business hours and on a mutually agreeable date not later than 30 days after the Issuer receives such request.

Section 5.06. Collection of Tax Increment Revenues; Pledge of TIF Fund

A. The Issuer shall comply in all material respects with all requirements of the laws of the State to the extent required to assure the timely collection of Tax Increment Revenues for the payment of the Bonds and Subordinate Bonds and other amounts payable under the Indenture.

B. On or before May 15 and November 15 of each Bond Year (or as soon thereafter as practical), the Issuer will transfer the Tax Increment Revenues received from the Sheriff of Harrison County and deposited into the TIF Fund to the Trustee as required pursuant to Section 4.06 hereof.

C. Pursuant to Section 24 of the Act, the Issuer hereby irrevocably pledges all of the Tax Increment Revenues and the TIF Fund to the repayment of the Bonds and Subordinate Bonds. Such pledge shall immediately terminate and be of no force or effect upon the repayment of the Bonds and Subordinate Bonds.

Section 5.07. Further Assurances. The Issuer will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of the Indenture, and for better assuring and confirming unto the Bondholders the rights and benefits provided in the Indenture.

Section 5.08. Inspection of Books. The Issuer covenants and agrees that all books and documents in its possession relating to the Bonds, Subordinate Bonds, the Indenture, the TIF District and the transactions relating thereto shall at all reasonable times be open to inspection by the Trustee. The Trustee covenants and agrees that all books and documents in its possession relating to the Series 2026 A Bonds, the Indenture, the TIF District and the transactions relating thereto, shall be open to inspection by the Issuer during business hours upon reasonable notice.

ARTICLE VI

SATISFACTION AND DISCHARGE

Section 6.01. Payment, Discharge and Defeasance of Bonds. The Series 2026 A Bonds will be deemed to be paid and discharged and no longer Outstanding under this Fourth Supplemental Indenture and will cease to be entitled to any lien, benefit or security of this Fourth Supplemental Indenture if the Issuer shall pay or provide for the payment of such Series 2026 A Bonds in any one or more of the following ways:

(a) by paying or causing to be paid the principal of and premium, if any, and interest on such Series 2026 A Bonds as and when the same become due and payable;

(b) by delivering such Series 2026 A Bonds to the Trustee for cancellation; or

(c) by depositing in trust with the Trustee or other Paying Agent moneys and/or Defeasance Obligations in an amount, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on such Series 2026 A Bonds at or before their respective maturity or redemption dates (including the payment of the principal of and premium, if any, and interest payable on such Bonds to the maturity or redemption date thereof); provided that, if any such Series 2026 A Bonds are to be redeemed prior to the maturity thereof, notice of such redemption is given in accordance with the requirements of this Fourth Supplemental Indenture or provision satisfactory to the Trustee is made for the giving of such notice.

The Series 2026 A Bonds may be defeased in advance of their maturity or redemption dates only with cash or Defeasance Obligations pursuant to subsection (c) above, subject to receipt by the Trustee of (1) if such Series 2026 A Bonds are to be redeemed more than ninety (90) days after the deposit of cash or Defeasance Obligations with the Trustee, a verification report in form and substance satisfactory to the Trustee prepared by independent certified public accountants, or other verification agent, satisfactory to the Trustee and (2) an Opinion of Bond Counsel addressed and delivered to the Trustee and the Issuer in form and substance satisfactory to the Trustee to the effect that the payment of the principal of and premium, if any, and interest on all of the Series 2026 A Bonds then Outstanding which are being redeemed, and any and all other amounts required to be paid under the provisions of this Fourth Supplemental Indenture, have been provided for in the manner set forth in this Fourth Supplemental Indenture and to the effect that so providing for the payment of any Tax-Exempt Bonds will not cause the interest on such Tax-Exempt Bonds to be included in gross income for federal income tax purposes, notwithstanding the satisfaction and discharge of this Fourth Supplemental Indenture.

The foregoing notwithstanding, the liability of the Issuer in respect of such Series 2026 A Bonds shall continue, but the owners thereof shall thereafter be entitled to payment only out of the moneys and Defeasance Obligations deposited with the Trustee as aforesaid.

Moneys and Defeasance Obligations so deposited with the Trustee pursuant to this Section shall not be a part of the Trust Estate but shall constitute a separate trust fund for the benefit of the

Registered Owners entitled thereto. Such moneys and Defeasance Obligations shall be applied by the Trustee to the payment (either directly or through any Paying Agent, as the Trustee may determine) to the Persons entitled thereto, of the principal of and premium, if any, and interest on the Bonds for whose payment such moneys and Defeasance Obligations have been deposited with the Trustee.

Section 6.02. Satisfaction and Discharge of Fourth Supplemental Indenture. This Fourth Supplemental Indenture and the liens, rights and interests created by this Fourth Supplemental Indenture shall cease, determine and become null and void (except as to any surviving rights pursuant to Section 6.03 hereof) if the following conditions are met:

(a) the principal of and premium, if any, and interest on all Series 2026 A Bonds have been paid or are deemed to be paid and discharged by meeting the conditions of Section 6.01;

(b) all other sums payable under this Fourth Supplemental Indenture with respect to the Series 2026 A Bonds are paid or provision satisfactory to the Trustee is made for such payment;

(c) the Trustee receives an Opinion of Bond Counsel (which may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that so providing for the payment of any Series 2026 A Bonds will not cause the interest on the Tax-Exempt Bonds to be included in gross income for federal income tax purposes, notwithstanding the satisfaction and discharge of this Fourth Supplemental Indenture;

(d) the Trustee receives an Opinion of Counsel to the effect that all conditions precedent in this Section to the satisfaction and discharge of this Fourth Supplemental Indenture have been complied with; and

(e) if such Series 2026 A Bonds are to be redeemed or final payment is to occur on a date which is more than 90 days from the date of the deposit under this Section, the Issuer shall have received (1) the report of a verification agent acceptable to and addressed to the Issuer, confirming the mathematical accuracy of the calculations used to determine the sufficiency of the moneys or Defeasance Obligations; and (2) the escrow deposit agreement.

This Fourth Supplemental Indenture and the liens, rights and interests created by this Fourth Supplemental Indenture shall also cease, determine and become null and void (except as to any surviving rights pursuant to Section 6.03 hereof) as of the Termination Date.

Thereupon, the Trustee shall execute and deliver to the Issuer a termination statement and such instruments of satisfaction and discharge of this Fourth Supplemental Indenture as may be necessary at the written request of the Issuer, and shall pay, assign, transfer and deliver to the Issuer, or other Persons entitled thereto, all moneys, securities and other property then held by it under this Fourth Supplemental Indenture as a part of the Trust Estate, other than moneys or Defeasance Obligations held in trust by the Trustee as herein provided for the payment of the principal of and premium, if any, and interest on the Series 2026 A Bonds.

Section 6.03. Rights Retained After Discharge. Notwithstanding the satisfaction and discharge of this Fourth Supplemental Indenture, the rights of the Trustee under Section 6.05 of the Original Indenture shall survive, and the Trustee shall retain such rights, powers and duties under this Fourth Supplemental Indenture as may be necessary and convenient for the payment of amounts due or to become due on the Series 2026 A Bonds and the registration, transfer and exchange of Bonds as provided herein. Nevertheless, any moneys held by the Trustee or any Paying Agent for the payment of the principal of or premium, if any, or interest on any Series 2026 A Bond remaining unclaimed for two years after the principal of all Series 2026 A Bonds has become due and payable, whether at maturity or upon proceedings for redemption or by declaration as provided herein, shall then be paid to the Issuer without liability for interest thereon, and the Owners of any Series 2026 A Bonds not theretofore presented for payment shall thereafter be entitled to look only to the Issuer for payment thereof and all liability of the Trustee or any Paying Agent with respect to such moneys shall thereupon cease; provided, that such liability of the Issuer shall not be considered a general obligation or debt of the Issuer within the meaning of any constitutional or statutory limitation, and the Issuer shall not be obligated to make such payment except from the Revenues.

ARTICLE VII

DEFAULTS AND REMEDIES

Section 7.01. Events of Default. Each of the following shall be an "Event of Default" under this Fourth Supplemental Indenture:

(a) Failure to pay the principal of, or the premium, if any, or interest on any of the Series 2026 A Bonds when the same shall become due and payable at maturity, upon redemption or on an Interest Payment Date but **ONLY** under circumstances in which Surplus TIF Revenues or other legally available funds are on deposit with the Trustee in the appropriate fund or account established or continued pursuant to this Fourth Supplemental Indenture and available on the applicable payment date therefore; or

(b) Failure by the Issuer to perform any of its covenants, conditions, agreements and provisions contained in the Series 2026 A Bonds or in this Fourth Supplemental Indenture other than as specified in (a) above, and such failure shall continue beyond the period, and after the notice, specified in Section 7.02 hereof.

Section 7.02. Notice of Default; Opportunity to Cure Such Default. No default under Subsection 7.01(b) hereof shall constitute an Event of Default until actual notice of such default shall be given to the Issuer by the Trustee or by the Owners of not less than a majority in aggregate principal amount of all Series 2026 A Bonds Outstanding which are impacted thereby and until the Issuer shall have had 60 days after receipt of such notice to correct such default, and shall not have corrected it; provided, however, if said default be such that it cannot be corrected within such 60 day period, it shall not constitute an Event of Default if corrective action is instituted by the Issuer within a commercially reasonable period of time after having received such notice and diligently pursued in good faith.

In the event that any payment referred to in Subsection 7.01(a) is not timely made, the Trustee shall immediately notify the Issuer by telephone that such payment has not been made and shall confirm such notice in writing.

Section 7.03. Enforcement of Remedies Upon Event of Default. Notwithstanding the provisions of Section 7.01 hereof, a default or Event of Default under Section 7.01 hereof with respect to the Series 2026 A Bonds only shall not constitute an Event of Default with respect to the Bonds then Outstanding. In exercising any rights or remedies hereunder upon an Event of Default, the Trustee acting on behalf of the Owners of the Series 2026 A Bonds, or the Owners acting in their own right as herein described, shall have no right or ability and shall not disturb or prejudice the rights and remedies of the Owners of the Bonds then Outstanding as set forth in the Original Indenture and in such Bonds.

An Event of Default hereunder with respect to the Series 2026 A Bonds or this Fourth Supplemental Indenture shall not constitute an Event of Default on the Bonds, the Original Indenture or any Supplemental Indenture pursuant to which any Additional Bonds may have been

issued from time to time. An Event of Default on the Bonds then Outstanding shall not constitute an Event of Default with respect to the Series 2026 A Bonds or this Fourth Supplemental Indenture.

If there shall at any time be an Event of Default with respect to both the Bonds and the Series 2026 A Bonds, the Trustee acting on behalf of the Owners of the Bonds, or the Owners of the Bonds acting in their own right, shall have the right to control and direct the administration of remedies as set forth in the Indenture on behalf of the Owners of both the Bonds and the Series 2026 A Bonds (except with respect to the funds and accounts created exclusively for the Series 2026 A Bonds, of which the Trustee, or the Owners of the Series 2026 A Bonds acting in their own right as herein described, shall have exclusive control).

Section 7.04. Waiver and Rescission of Default. If, after the Trustee has begun to institute remedies in connection with an Event of Default, all arrears and other sums payable under this Fourth Supplemental Indenture shall have been paid by or on behalf of the Issuer, and the Issuer also shall have performed all other things in respect of which it may have been in default hereunder, and shall have paid the reasonable charges of the Trustee, its counsel and the Owners of the Series 2026 A Bonds, including reasonable attorney fees paid or incurred, then and in every such case, the Owners of not less than a majority in aggregate principal amount of Series 2026 A Bonds then Outstanding may, by written notice to the Issuer and to the Trustee, waive such default and rescind and annul its consequences, and such waiver shall be binding upon the Trustee and upon all Owners of the Series 2026 A Bonds; but no such waiver, rescission and annulment shall extend to or affect any subsequent default or impair any right or remedy consequent thereon.

Section 7.05. Powers of Trustee. Upon the happening and continuance of any Event of Default, then and in every such case, except as otherwise provided herein, the Trustee may, and upon the written request of the Owners of not less than a majority in aggregate principal amount of the Series 2026 A Bonds then Outstanding hereunder and impacted thereby, shall proceed, subject to the provisions of Article VI of the Original Indenture, to protect and enforce its rights and the rights of the Owners under the laws of the State and under this Fourth Supplemental Indenture by such suits, actions or special proceedings in equity or law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant, condition or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce such rights. The Trustee may maintain any proceedings without the possession of any of the Series 2026 A Bonds or the production thereof in connection with said proceeding.

If any proceeding taken by the Trustee on account of any Event of Default is discontinued or abandoned for any reason, or determined adversely to the Trustee, then and in every case the Issuer, the Trustee and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as though no such proceeding had been taken.

Section 7.06. Limitations on Owners. No Bondholder shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust hereunder, or any other remedy hereunder or on the Series 2026 A Bonds, unless:

(a) Such Bondholder previously shall have given to the Trustee written notice of an Event of Default on account of which such proceeding is to be instituted;

(b) The Owners of not less than a majority in aggregate principal amount of the Series 2026 A Bonds then Outstanding and impacted thereby shall have made written request of the Trustee, after the right to exercise such powers or rights of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers hereinabove granted or to institute such action, suit or proceeding in its or their name;

(c) There shall have been offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby; and

(d) The Trustee shall have refused or neglected to comply with such request within a reasonable time.

Such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Fourth Supplemental Indenture or to any other remedy hereunder; it being understood and intended that no Owner shall have any right in any manner whatever by their action to affect, disturb or prejudice the security of this Fourth Supplemental Indenture, or to enforce any right hereunder or under the Series 2026 A Bonds, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of all Owners of Outstanding Series 2026 A Bonds affected thereby, subject to the provisions of the Indenture.

Section 7.07. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or the Owners of the Series 2026 A Bonds is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Notwithstanding any other term or provision contained in this Fourth Supplemental Indenture or in the Series 2026 A Bonds, the principal amount of the Series 2026 A Bonds shall **NOT** be subject to acceleration due to the occurrence of an Event of Default under the terms of this Fourth Supplemental Indenture or otherwise.

Section 7.08. Delay or Omission of Trustee. No delay or omission of the Trustee or of any Owner of the Series 2026 A Bonds to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein; and every power and remedy given by this Article VII to the Trustee and to the Owners of the Series 2026 A Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 7.09. Severability of Remedies. It is the purpose and intention of this Article VII to provide rights and remedies to the Trustee and Owners which may be lawfully granted under the provisions of the Act, but, should any right or remedy herein granted be held to be

unlawful, the Trustee and the Owners shall be entitled, as above set forth, to every other right and remedy provided in this Fourth Supplemental Indenture.

ARTICLE VIII

NOTICES, CONSENTS AND OTHER ACTS

Section 8.01. Notices. Except as otherwise provided herein, it shall be sufficient service of any notice, request, demand, authorization, direction, consent, waiver or other paper required or permitted by this Fourth Supplemental Indenture to be made, given or furnished to or filed with the following entities upon receipt by such entity, if the same shall be delivered in person or duly mailed by registered or certified mail, postage prepaid, return receipt requested, at the following addresses:

(a) To the Issuer at:

The County Commission of Harrison County
Harrison County Courthouse
301 West Main Street
Clarksburg, WV 26301
Attention: President

(b) To the Trustee at:

WesBanco Bank, Inc.
One Bank Plaza
Wheeling, West Virginia 26003
Attention: Corporate Trust Department

(c) To the Original Purchaser at:

Clear Mountain Bank
_____
_____
_____

(d) To the Placement Agent at:

Piper Sandler & Co.
405 Capitol Street, Suite 613
Charleston, WV 25301
Attention: Managing Director

A copy of the form of any notice from the Trustee to the Bondholders shall be given by the Trustee to the Issuer and the Placement Agent.

If, because of the temporary or permanent suspension of mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such

delivery of notice in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient notice.

Notice to Bondholders shall be given by first class mail at the address of the Bondholders as shown on the Bond Register maintained by the Trustee, and neither the failure to receive such notice, nor any defect in any notice so mailed, shall affect the sufficiency of such notice. Where this Fourth Supplemental Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by the Bondholders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Limitation of Liability of Issuer. The Issuer shall not incur any responsibility in respect of the Series 2026 A Bonds or this Fourth Supplemental Indenture other than in connection with the duties or obligations explicitly herein or in the Series 2026 A Bonds assigned to or imposed upon it. The Issuer shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Series 2026 A Bonds, or as to the existence of a default or event of default thereunder.

No provision of this Fourth Supplemental Indenture, the Series 2026 A Bonds, or any agreement, document, instrument or certificate executed, delivered or approved in connection with the issuance, sale, delivery or administration of the Series 2026 A Bonds (the "Bond Documents") shall require the Issuer to expend or risk its own general funds, the obligations and liabilities of the Issuer hereunder being payable solely from the Surplus TIF Revenues and other property pledged hereunder. Anything to the contrary in this Fourth Supplemental Indenture notwithstanding, the Issuer shall not have any expense, financial liability or financial obligation of any kind in connection with the Series 2026 A Bonds except from the Trust Estate pledged by the Indenture or as shall be reimbursed from Series 2026 A Bond proceeds.

Neither the Bondholders nor any other person shall have any claim against the Issuer or any officer, official, agent or employee of the Issuer for damages suffered as a result of the Issuer's failure to perform in any respect any covenant, undertaking or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking representation or covenant of the Issuer, such as the payment of debt service on the Bonds, that is properly payable pursuant to the Act, and in accordance with the Bond Documents and any such liability shall be limited to funds available from the Trust Estate and Surplus TIF Revenues.

In order to perform its duties and obligations hereunder, the Issuer may employ such agents as it deems necessary or advisable.

Section 9.02. Benefits of Fourth Supplemental Indenture Limited to Parties. Nothing in this Fourth Supplemental Indenture, expressed or implied, is intended to give to any person other than the Issuer, the Trustee and the Bondholders any right, remedy or claim under or by reason of this Fourth Supplemental Indenture. Any covenants, stipulations, promises or agreements in this Fourth Supplemental Indenture contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Bondholders and the Trustee.

Section 9.03. Execution of Documents and Proof of Ownership of Series 2026 A Bonds. Any request, direction, consent or other instrument in writing required or permitted by this Fourth Supplemental Indenture to be signed or executed by Owners may be in any number of concurrent instruments of similar tenor and may be signed or executed by such Owners in person or by their duly appointed attorneys or legal representatives. Proof of the execution of any such

instrument and of the ownership of Series 2026 A Bonds shall be sufficient for any purpose of this Fourth Supplemental Indenture and shall be conclusive in favor of the Trustee with regard to any action taken by it under such instrument if made in the following manner:

(a) The fact and date of the execution by any person or any such instrument may be proved by the verification of any officer in any jurisdiction who, by the laws thereof, has power to take affidavits within such jurisdiction, to the effect that such instrument was subscribed and sworn to before him, or by an affidavit of a witness to such execution, and where such execution is by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such verification or affidavit shall also constitute sufficient proof of this authority.

(b) Except as otherwise herein expressly provided, the ownership of Series 2026 A Bonds and the amount, maturity, number and date of holding of the same shall be proved by the Bond Register.

Nothing contained in this Section 9.03 shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which may be sufficient. Any request or consent of the Owner of any Bond shall bind every future Owner of the same Bond or any Bond issued in place thereof in respect of anything done by the Trustee in pursuance of such request or consent.

Notwithstanding any of the foregoing provisions of this Section 9.03, the Trustee shall not be required to recognize any person as an Owner of any Series 2026 A Bond or to take any action at such person's request unless such Series 2026 A Bond shall be deposited with the Trustee.

Section 9.04. Moneys and Funds Held for Particular Series 2026 A Bonds. Amounts held by the Trustee for the payment of the principal or Redemption Price of and interest on Series 2026 A Bonds due on any date shall be set aside and held in trust by it solely for the holders of such Series 2026 A Bonds pending such payment and shall not be available to pay the principal or Redemption Price of or interest on any other Bonds or Subordinate Bonds.

Section 9.05. Waiver of Personal Liability. No officer, official, agent or employee of the Issuer shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Series 2026 A Bonds; but nothing herein contained shall relieve any such officer, official, agent or employee from the performance of any official duty provided by law.

Section 9.06. Severability. The parties hereto agree that the provisions contained in each Section of this Fourth Supplemental Indenture, and within the subsections of such Sections are intended to be separate and divisible and if, for any reason, any one or more of them shall be held to be illegal, invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, then (a) the same shall not be held to affect the validity of any other provision contained in this Fourth Supplemental Indenture and (b) the same shall be deemed to be modified to the minimum extent necessary for it to be legally enforceable. The parties hereto hereby expressly request and authorize any court of competent jurisdiction to enforce any such provision or to modify any such term thereof so that it shall be enforced by such court to the fullest extent permitted by applicable

law. The Issuer hereby declares that, in the event a court of competent jurisdiction declares any section, paragraph, sentence, clause or phrase of this Fourth Supplemental Indenture to be illegal, invalid or unenforceable but is unable to modify it as authorized herein, it would have nevertheless adopted this Fourth Supplemental Indenture and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issuance of the Series 2026 A Bonds pursuant thereto irrespective of the illegality, invalidity or unenforceability of any such section, paragraph, sentence, clause or phrase.

Section 9.07. Applicable Law. This Fourth Supplemental Indenture shall be governed by and enforced in accordance with the laws of the State applicable to contracts made and performed in the State. Any judicial proceeding arising out of or relating to this Fourth Supplemental Indenture (including any declaratory judgments) shall be filed exclusively in the State and Federal courts located in West Virginia, and each party hereby consents to, and will submit to, the personal and subject matter jurisdiction of such courts in any proceeding to enforce any of its obligations under this Fourth Supplemental Indenture and shall not contend that any such court is an improper or inconvenient venue. The foregoing shall not limit the right of any party to obtain execution of judgment in any other jurisdiction.

Section 9.08. Conflict with Act. In the event of a conflict between any provision of this Fourth Supplemental Indenture with any provision of the Act as in effect on the date hereof, the provision of the Act shall prevail over the conflicting provision of this Fourth Supplemental Indenture.

Section 9.09. Payment or Performance on Business Days. Except as otherwise expressly provided herein, if any date specified herein for the payment of any Series 2026 A Bond or the performance of any act shall not be a Business Day, such payment or performance shall be made on the next succeeding Business Day with the same effect as if made on such date.

Section 9.10. Intention as to Seal and Contract. It is intended that this Fourth Supplemental Indenture, when signed on behalf of the Issuer and the Trustee and duly delivered between them, shall constitute a contractual obligation under seal under the laws of the State with force and effect as an agreement and indenture of trust.

Section 9.11. Counterparts. This Fourth Supplemental Indenture may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Fourth Supplemental Indenture of Trust to be executed as of the date first set forth above.

THE COUNTY COMMISSION OF
HARRISON COUNTY

[SEAL]

By: _____
Its President

Attest:

By:_____
Its County Clerk

WESBANCO BANK, INC., as Trustee

[SEAL]

By: _____
Its Authorized Officer

Attest:

By:_____
Its _____

EXHIBIT A

FORM OF SERIES 2026 A BOND

THIS BOND IS REGISTERED WITH THE TRUSTEE, WESBANCO BANK, INC., AND IS NOT REGISTERED WITH THE DEPOSITORY TRUST COMPANY, AND ANY REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT SHOULD BE SUBMITTED TO THE TRUSTEE, WESBANCO BANK, INC.

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS OR ANY OTHER APPLICABLE SECURITIES LAWS. NEITHER THIS BOND NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THE HOLDER OF THIS BOND BY ITS ACCEPTANCE HEREOF AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY ONLY (A) TO THE ISSUER, (B) PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), TO A PERSON THE HOLDER REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT TO AN "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501 UNDER THE SECURITIES ACT THAT IS ACQUIRING THE BOND FOR ITS OWN ACCOUNT, OR FOR THE ACCOUNT OF SUCH AN "ACCREDITED INVESTOR," FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO, OR FOR OFFER OR SALE IN CONNECTION WITH, ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, OR (D) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND UPON RECEIPT BY THE ISSUER AND THE TRUSTEE OF AN INVESTMENT LETTER SUBSTANTIALLY IN THE FORM ATTACHED TO THE TRUST INDENTURE AS EXHIBIT D FROM SUCH TRANSFEREE AND UPON THE RECEIPT OF SUCH OTHER DOCUMENTS, CERTIFICATES AND OPINIONS AS MAY BE REASONABLY REQUESTED BY THE ISSUER OR THE TRUSTEE PRIOR TO ANY SUCH TRANSFER. THE REGISTERED OWNER OF THIS BOND ALSO AGREES THAT ALL OWNERS MUST AT ALL TIMES HOLD AN AUTHORIZED DENOMINATION OF THE SERIES 2026 A BONDS WHICH AUTHORIZED DENOMINATIONS EQUAL $100,000 OR ANY $0.01 INCREMENT IN EXCESS THEREOF, AND THE OWNERS AGREE TO TRANSFER NO INTEREST IN THE SERIES 2026 A BONDS WHICH WOULD CAUSE A VIOLATION OF SUCH REQUIREMENT. THE HOLDER OF THIS SECURITY BY ITS ACCEPTANCE HEREOF AGREES THAT IT WILL COMPLY WITH THE FOREGOING RESTRICTIONS.

UNITED STATES OF AMERICA

$_____
THE COUNTY COMMISSION OF HARRISON COUNTY
SUBORDINATE TAX INCREMENT REVENUE REFUNDING BONDS
SERIES 2026 A (TAXABLE)
(DEVELOPMENT DISTRICT NO. 3 – WHITE OAKS)

Bond No.	Bond Date	Interest Rate (Per Annum)	Maturity Date
AR-1	_____, 2026	____%	June 1, 2037

Registered Owner: CLEAR MOUNTAIN BANK

Principal Sum: _____
AND 00/100 DOLLARS ($_____.00)

The County Commission of Harrison County, a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia (the "Issuer"), for value received, hereby promises to pay, but solely from the sources herein specified, to the Registered Owner named above, or registered assigns, the Principal Amount stated above on the Maturity Date stated above (or earlier as described herein), the Principal Sum shown above which has not theretofore been repaid by the Issuer on the Principal Payment Dates as herein described or pursuant to optional or mandatory redemption as herein described, together with interest which shall accrue on such principal amount of the Series 2026 A Bonds from the date hereof at the Interest Rate described above until said Principal Sum is repaid, payable on June 1 of each year (each an "Interest Payment Date"), commencing June 1, 2027. All capitalized terms used herein but not defined herein shall have the meanings as provided in the Indenture of Trust (the "Indenture"), dated as of May 25, 2021 (the "Original Indenture"), between the Issuer and United Bank, as predecessor trustee, as supplemented and amended by a First Supplemental Indenture of Trust, dated as of August 11, 2023 (the "First Supplemental Indenture"), a Second Supplemental Indenture of Trust, dated as of July 19, 2024 (the "Second Supplemental Indenture"), a Third Supplemental Indenture of Trust, dated as of November 1, 2025 (the "Third Supplemental Indenture") and a Fourth Supplemental Indenture of Trust for the above captioned Bonds (the "Series 2026 A Bonds"), dated as of _____, 2026, ("Fourth Supplemental Indenture", and collectively with the Original Indenture, the First Supplemental Indenture, the Second Supplemental Indenture and the Third Supplemental Indenture, the "Indenture"), between the Issuer and Wesbanco Bank, Inc., as trustee for the Series 2026 A Bonds (the "Trustee").

The principal amount of this Series 2026 A Bond shall be repayable by the Issuer solely from the Surplus TIF Revenues (hereinafter defined) and remainder of the Trust Estate (hereinafter defined) which is pledged for their repayment as provided in the Indenture, payable in installments on June 1 of each year, commencing June 1, 2027 (each a "Principal Payment Date"), in the

amounts indicated in the Debt Service Schedule attached hereto as **Exhibit A**, with all principal of this Series 2026 A Bond not theretofore repaid on such Principal Payment Dates or otherwise, together with all interest which has accrued thereon and not theretofore been repaid, being due and payable on the Maturity Date stated above. The principal amount of this Series 2026 A Bond shall be subject to optional and mandatory redemption as herein provided.

The principal of and premium, if any, on the Series 2026 A Bonds which remains due and payable on the Maturity Date or which shall be paid in full pursuant to optional or mandatory redemption as provided in Section 3.01 of the Fourth Supplemental Indenture shall be payable, to the extent that sufficient sums are on deposit with the Trustee and available to make such payment pursuant to the Indenture, upon presentation and surrender of such Series 2026 A Bonds at the corporate trust operations office of the Trustee, currently located in Wheeling, West Virginia. With respect to Series 2026 A Bonds which are subject to optional or mandatory redemption in part as provided for pursuant to Section 3.01 of the Fourth Supplemental Indenture, the Trustee shall make the principal payment, solely from Surplus TIF Revenues paid to the Trustee by the Issuer as provided in the Fourth Supplemental Indenture, directly to the Registered Owner and the Trustee shall update its records to reflect the remaining principal balance due and owing on such Series 2026 A Bonds without the necessity of the Registered Owner tendering such Series 2026 A Bonds to the principal corporate trust office of the Trustee for payment and issuance of a new Bond or Bonds.

Principal and interest on the Series 2026 A Bonds shall be paid on each Principal Payment Date and Interest Payment Date, respectively, by check or draft mailed to the person who is the Registered Owner of such Series 2026 A Bonds and at the address appearing on the Bond Register maintained by the Trustee as Bond Registrar (the "Bond Registrar") at the close of business on the Record Date (the fifteenth day, whether or not a Business Day, of the calendar month preceding any Principal Payment Date or Interest Payment Date) pertaining to such Principal Payment Date or Interest Payment Date; and to any Registered Owner of $1,000,000 or more in aggregate principal amount of the Series 2026 A Bonds as of the commencement of business of the Trustee on the Record Date for a particular Principal Payment Date or Interest Payment Date who so elects, by wire transfer of funds to such wire transfer address within the continental United States as such Registered Owner shall have furnished to the Trustee in writing not less than five days prior to such Record Date and upon compliance with the reasonable requirements of the Trustee; provided, however, that, if and to the extent the Issuer shall default in the payment or provision for payment of principal or interest on any Series 2026 A Bonds on any Principal Payment Date or Interest Payment Date, such principal or interest, as applicable, in default shall cease to be payable to the person who was the holder of such Series 2026 A Bond as of the Record Date. Whenever moneys become available for the payment of such delinquent principal or interest, the Trustee shall establish a Special Record Date for the payment of such delinquent principal or interest, which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment, and the Trustee shall cause notice of the proposed payment and of such Special Record Date to be mailed by first class mail, postage prepaid, to each Owner at its address as it appears on the Bond Register not less than 10 days prior to such Special Record Date. Such notice having been so mailed, the delinquent principal and interest shall be payable to the persons who are the holders of the Series 2026 A Bonds at the close of business on such Special Record Date. Interest will not accrue on delinquent interest.

The principal or redemption price of and interest on this Series 2026 A Bond is payable in lawful money of the United States of America or by wire transfer or check payable in such money. If any payment of the principal or redemption price of or interest on this Series 2026 A Bond shall be due on a day other than a Business Day (as defined in the Indenture), such payment shall be made on the next Business Day with like effect as if made on the originally scheduled date. As provided in the Act (defined herein) and the Indenture, this Series 2026 A Bond is a special, limited obligation of the Issuer payable solely from the Tax Increment Revenues and other revenues and funds pledged for its repayment as provided in the Indenture and shall not constitute a general obligation debt of the Issuer, the State of West Virginia or any political subdivision thereof or pledge of the full faith and credit or taxing power of the Issuer, the State of West Virginia or any political subdivision thereof. Moreover, neither the Series 2026 A Bonds nor the interest thereon shall constitute a charge against the general credit or taxing power of the Issuer.

Pursuant to Section 2.10 of the Original Indenture and Section 2.12 of the Fourth Supplemental Indenture, the Registered Owners of all of the Series 2026 A Bonds and the Trustee on behalf of such Registered Owners have agreed and hereby agree that any principal of and interest on the Series 2026 A Bonds which remains due and payable following the October 4, 2037 termination date of the TIF District shall be waived by the Registered Owners and the Trustee and such Registered Owners agree that such Series 2026 A Bonds shall thereupon be considered legally discharged, satisfied and cancelled.

The principal of the Series 2026 A Bonds shall not be subject to acceleration due to an event of default under the Indenture or this Bond or otherwise.

1. Fourth Supplemental Indenture. This Series 2026 A Bond is one of a duly authorized series of bonds of the Issuer designated "The County Commission of Harrison County Subordinate Tax Increment Revenue Refunding Bonds, Series 2026 A (Development District No. 3 – White Oaks)" (the "Series 2026 A Bonds" or the "Bonds"), issued in the aggregate principal amount of _____ and 00/100 Dollars ($_____.00), duly issued by the Issuer under and pursuant to (i) the West Virginia Tax Increment Financing Act, Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended (the "Act"), (ii) certain proceedings of the Issuer, including a Bond Authorizing Resolution and Order entered by the Issuer on _____, 2026 (the "Bond Order"), (iii) the Indenture and (iv) the Fourth Supplemental Indenture. The terms of the Bonds include those stated in the Indenture, and the Bonds are subject to all such terms. Reference is made hereby to the Fourth Supplemental Indenture for a description of the funds and accounts, revenues and property pledged thereunder, the nature and extent of the security created or to be created, and the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Trustee and the Registered Owners of the Bonds. By the acceptance of this Bond, the owner hereof assents to all of the provisions of the Indenture. Certified copies of the Indenture are on file at the office of the Trustee in Wheeling, West Virginia and the office of the Issuer in Clarksburg, West Virginia. The proceeds of the Series 2026 A Bonds will be applied to finance: (i) the current refunding and redemption of the Issuer's outstanding Series 2021 B Bonds (as defined in the Indenture), (ii) fund a debt service reserve fund for the Series 2026 A Bonds and (iii) pay costs of issuance of the Series 2026 A Bonds.

2. Trust Estate; Surplus TIF Revenues. In the Indenture, the Issuer has covenanted to pay the principal of, and interest on, the Series 2026 A Bonds solely from the Trust Estate, which includes all right title and interest of the Issuer in and to the Surplus TIF Revenues, together with any interest earnings thereon, and all moneys and securities from time to time held by the Trustee under the terms of the Fourth Supplemental Indenture in the Series 2026 A Bonds Reserve Fund, and the Series 2026 A Bonds Debt Service Fund and the accounts therein.

THE ISSUER HAS PREVIOUSLY ISSUED THE FOLLOWING OBLIGATIONS WHICH SHALL BE ON A SENIOR AND PRIOR BASIS AS TO LIEN ON, SOURCE OF AND SECURITY FOR PAYMENT FROM THE TAX INCREMENT REVENUES GENERATED IN THE TIF DISTRICT AND THE FUNDS ON DEPOSIT FROM TIME TO TIME IN THE TIF FUND AND THE REVENUE FUND TO THE LIEN AND PLEDGE THEREOF IN FAVOR OF THE SERIES 2026 A BONDS:

(i) The County Commission of Harrison County Senior Tax Increment Refunding Revenue Bonds, Series 2021 A Tax-Exempt (Development District No. 3 – White Oaks), dated May 25, 2021, issued in the original aggregate principal amount of $20,573,000 (the "Series 2021 A Bonds").

SIMULTANEOUSLY WITH THE ISSUANCE OF THE SERIES 2026 A BONDS ON THE DATE HEREOF, THE ISSUER HAS ISSUED THE FOLLOWING OBLIGATIONS WHICH SHALL BE JUNIOR AND SUBORDINATE IN ALL RESPECTS AS TO LIEN ON, SOURCE OF AND SECURITY FOR PAYMENT FROM THE SURPLUS TIF REVENUES:

(i) The County Commission of Harrison County Junior Subordinate Tax Increment Revenue Bonds, Series 2026 B (Taxable) (Development District No. 3 – White Oaks), dated _____, 2026, issued in the original aggregate principal amount of $_____ (the "Series 2021 B Bonds")

3. The Series 2026 A Bonds. The Series 2026 A Bonds are issued in the Authorized Denominations of $100,000 and any increment of $0.01 in excess thereof. The Series 2026 A Bonds are initially issued as fully registered bonds payable to the order of the Original Purchaser and numbered AR-1 with the Trustee maintaining the Bond Register.

4. Redemption. The Series 2026 A Bonds are subject to redemption prior to maturity in accordance with the terms set forth below and as provided in the Indenture. The Series 2021 A Bonds at the time outstanding may be redeemed prior to their respective maturities as follows:

A. Optional Redemption. The Series 2026 A Bonds are subject to redemption prior to maturity, at the option of the Issuer, as a whole or in part at any time, at the Redemption Price equal to 100% of the principal amount redeemed, plus interest accrued thereon to the date set for redemption, with no redemption premium being due and payable. All optional redemptions pursuant to this section must be in $1,000 increments with the Series 2026 A Bonds being redeemed as directed by the Issuer; provided that, unless all of the remaining principal of the Series 2026 A Bonds is being paid in full, such optional redemptions of principal shall at all times leave an Authorized Denomination of the Series 2026 A Bonds Outstanding.

B. Mandatory Redemption. The Series 2026 A Bonds are subject to mandatory redemption and payment prior to maturity at a Redemption Price equal to 100% of the principal amount thereof then being redeemed plus accrued interest thereon on June 1 (or on such subsequent date as would permit the notice of redemption required by Section 3.02 of the Fourth Supplemental Indenture to be given unless such notice is waived by the Bondholder) of each Bond Year, commencing June 1, 2027, from funds transferred from the Revenue Fund to the Series 2026 A Bonds Redemption Account of the Series 2026 A Bonds Debt Service Fund for the redemption of Series 2026 A Bonds in accordance with Section 4.05 of the Fourth Supplemental Indenture. Such redemptions shall be effected equally and proportionately with respect to the Series 2026 A Bonds. Unless all of the remaining principal of the Series 2026 A Bonds is being paid in full, such redemption of principal shall at all times leave an Authorized Denomination of the Series 2026 A Bonds Outstanding.

Unless waived by any owner of the Bonds to be redeemed, official notice of any such redemption shall be given by the Trustee on behalf of the Issuer by mailing a copy of an official redemption notice by first class mail, at least 30 days and not more than 60 days prior to the redemption date to the Original Purchaser and to each Registered Owner of the Bonds to be redeemed at the address shown on the Bond Register; provided, however, that with respect to an optional redemption in part pursuant to Section 3.01A of the Indenture or a mandatory redemption in part pursuant to Section 3.01B of the Indenture, the period shall be not less than 5 days nor more than 10 days prior to the redemption date. Such notice may state that the proposed redemption is conditioned on there being on deposit in the applicable Redemption Account of the appropriate Debt Service Fund on the redemption date an amount of money sufficient to pay the redemption price of all the Bonds which are to be redeemed on that date. If such funds are not on deposit in sufficient amount therefore, the Bonds shall not be redeemed. Such failure to redeem shall not constitute a default or Event of Default under the Indenture or the Bonds.

On the date designated for redemption, notice having been given as provided in the Indenture and any conditions to such redemption having been satisfied, the Series 2026 A Bonds or portions of Series 2026 A Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Series 2026 A Bonds or such portions thereof on such date and, if moneys for the payment of the redemption price and accrued interest are held by the Trustee as provided in the Indenture, interest on such Series 2026 A Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2026 A Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture, and the registered owners thereof shall have no rights in respect of such Series 2026 A Bonds or such portions thereof so called for redemption except to receive payment of the redemption price thereof and the accrued interest thereon so held by the Trustee.

5. Additional Bonds; Subordinate Bonds and Junior Subordinate Bonds. Section 2.06 of the Original Indenture and Section 2.08 of the Fourth Supplemental Indenture provide for the issuance of Additional Bonds, Additional Subordinate Bonds and Junior Subordinate Bonds in certain circumstances. Reference is made to such provisions of the Original Indenture and Fourth Supplemental Indenture for the terms and conditions in which such additional obligations can be issued by the Issuer.

6. Defeasance. The Indenture prescribes the manner in which it may be discharged and provides that the Bonds shall be deemed to be paid if moneys or certain Defeasance Obligations (as defined in the Indenture), the principal of and premium, if any, and interest on which, when due, will be sufficient to pay the principal or redemption price of and interest on such Bonds to the date of maturity or redemption thereof, shall have been deposited with the Trustee or other escrow agent.

7. Persons Deemed Owners; Restrictions upon Actions by Individual Holders. The Issuer and the Trustee may deem and treat the person in whose name this Bond is registered as the absolute owner hereof (whether or not this Bond shall be overdue and notwithstanding any notation of ownership or other writing hereon made by anyone other than the Issuer or the Trustee) for the purpose of receiving payment of or on account of the principal, redemption price or interest on this Bond, and for all other purposes except as otherwise provided in the Indenture with respect to the payment of principal and interest on this Bond, and neither the Issuer nor the Trustee shall be affected by any notice to the contrary. All such payments so made to any such Registered Owner, or upon their order, shall be valid and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for moneys payable under this Bond.

The registered owner of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

8. Transfer and Exchange. This Bond may be exchanged for an equal aggregate principal amount of Bonds of other authorized denominations, and the transfer of this Bond may be registered, upon presentation and surrender of this Bond at the designated office of the Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner hereof or such owner's attorney or legal representative. The Issuer and the Trustee may require the person requesting any such exchange or transfer to reimburse them for any tax or other governmental charge payable in connection therewith and for their reasonable expenses.

9. Modifications. Modifications or alterations of the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

10. Negotiability. As declared by the Act, this Bond shall be and be deemed to be for all purposes a negotiable instrument subject only to the provisions for registration and registration of transfer stated herein.

11. Governing Law. This Bond shall be governed by and construed in accordance with the laws of the State of West Virginia.

12. Notices. Except as otherwise provided in the Indenture and this Bond, when the Trustee is required to give notice to the owner of this Bond, such notice shall be mailed by first-class certified mail, return receipt requested, to the Registered Owner of this Bond at such owner's address as it appears on the registration books maintained by the Trustee. Any notice mailed as provided herein will be conclusively presumed to have been given, whether or not actually received by the addressee.

13. Due Procedure. All acts, conditions and things required by the Constitution and laws of the State of West Virginia and the rules and regulations of the Issuer to happen, exist and be performed precedent to and in the issuance of this Bond and the execution and delivery of the Indenture have happened, exist and have been performed as so required.

14. No Personal Liability. No recourse shall be had for the payment of the principal or redemption price of and interest on this Bond or for any claims based thereon or on the Indenture against any member or other officer of the Issuer or any person executing this Bond, all such liability, if any, being expressly waived and released by the Registered Owner of this Bond by the acceptance of this Bond.

15. Authentication of Series 2026 A Bond. This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the certificate of authentication endorsed hereon.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA, has caused this Bond to be executed in its name by the manual or facsimile signature of its President and its corporate seal (or a facsimile thereof) to be hereunto affixed, imprinted, engraved or otherwise reproduced, and attested by the manual or facsimile signature of its County Clerk.

THE COUNTY COMMISSION OF
HARRISON COUNTY

[SEAL]

By: _____
Its: President

ATTEST:

By: _____
Its: County Clerk

Certificate of Authentication and Registration

This Bond is one of the Bonds of the Series designated herein and issued under the provisions of the within-mentioned Indenture.

Date of Authentication and Registration: _____, 2026.

WESBANCO BANK, INC., as Trustee

By: _____
Its: _____

EXHIBIT A

DEBT SERVICE SCHEDULE

(Attached Hereto)

ASSIGNMENT

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

_____

(Please Print or Typewrite Name, Address and Social Security Number or Taxpayer Identification Number of Transferee)

the within Series 2026 A Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____

Attorney

to transfer the within Series 2026 A Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Series 2026 A Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed By:

_____

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: _____

Title:_____

EXHIBIT B

FORM OF REQUISITION FOR PAYMENT FROM
SERIES 2026 A BONDS COSTS OF ISSUANCE FUND

$6,291,000
The County Commission of Harrison County
Subordinate Tax Increment Revenue Refunding Bonds
Series 2026 A (Taxable)
(Development District No. 3 – White Oaks)

REQUISITION FOR PAYMENT OF COSTS OF ISSUANCE

The County Commission of Harrison County, a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia (the "Issuer"), by its duly Authorized Officer, hereby certifies, in connection with this Requisition for Payment from Series 2026 A Bonds Costs of Issuance Fund (the "Requisition") under an Indenture of Trust, dated as of May 25, 2021 (the "Original Indenture") between the Issuer and United Bank, as predecessor trustee, as supplemented and amended by a First Supplemental Indenture of Trust, dated as of August 11, 2023 (the "First Supplemental Indenture"), a Second Supplemental Indenture of Trust, dated as of July 19, 2024 (the "Second Supplemental Indenture"), a Third Supplemental Indenture of Trust, dated as of November 1, 2025 (the "Third Supplemental Indenture") and a Fourth Supplemental Indenture of Trust for the above captioned Bonds (the "Series 2026 A Bonds"), dated as of _____, 2026, ("Fourth Supplemental Indenture", and collectively with the Original Indenture, the First Supplemental Indenture, the Second Supplemental Indenture and the Third Supplemental Indenture, the "Indenture") that:

1. Terms used herein and not otherwise defined herein shall have the meanings given such terms in the Indenture.

2. The amount requested to be disbursed by this Requisition: (a) is a portion of the Costs of Issuance authorized for funding under the Indenture, and (b) is an authorized expenditure under Second Amended Project Plan No. 2 for the TIF District and the Act.

3. The total amount requested to be disbursed pursuant to this Requisition is $_____. As set forth in the invoices attached hereto, of the total amount of such disbursement:

(a) $_____ is to be paid to the Issuer or the Developer as reimbursement to the Issuer or the Developer for an invoice or statement previously paid by the Issuer or the Developer to an entity that is not affiliated with the Issuer or the Developer; and

(b) $_____ is to be paid to a third party payee that is not affiliated with the Issuer or the Developer or on a joint basis to the Issuer or the

Developer and such a third party payee with respect to an expense previously incurred.

In either event, the amount set forth herein is supported by the attached copies of invoices or statements.

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer and the Developer by their duly Authorized Officers this _____, 2026.

THE COUNTY COMMISSION OF HARRISON COUNTY

By: _____
Its President

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

EXHIBIT C

DEBT SERVICE SCHEDULE
SERIES 2026 A BONDS

EXHIBIT D

FORM OF INVESTOR LETTER
SERIES 2026 A BONDS

[See Bond Transcript Document No. __]

FIFTH SUPPLEMENTAL INDENTURE OF TRUST

by and between

THE COUNTY COMMISSION OF HARRISON COUNTY

and

WESBANCO BANK, INC.
as Trustee

Dated as of _____, 2026

$_____
The County Commission of Harrison County
Junior Subordinate Tax Increment Revenue Bonds
Series 2026 B (Taxable)
(Development District No. 3 – White Oaks)

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FIFTH SUPPLEMENTAL INDENTURE OF TRUST

THIS FIFTH SUPPLEMENTAL INDENTURE OF TRUST (this "Fifth Supplemental Indenture") dated _____, 2026, is by and between **THE COUNTY COMMISSION OF HARRISON COUNTY,** a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia (the "Issuer"), and **WESBANCO BANK, INC.**, a West Virginia banking corporation with trust offices in Wheeling, West Virginia, as trustee (the "Trustee"), supplementing the Indenture of Trust, dated as of May 25, 2021 (the "Original Indenture"), by and between the Issuer and United Bank as original trustee, which has been replaced by the Trustee pursuant to the Instrument of Removal, Appointment and Acceptance dated as of April 2, 2025.

RECITALS

WHEREAS, the Issuer, under Chapter 7, Article 11B of the Code of West Virginia of 1931, as amended (the "Act"), has plenary power and authority to issue tax increment financing obligations to finance the costs of acquisition, construction and equipping of a project or projects included in a development or redevelopment plan approved by the West Virginia Development Office and adopted by the governing body of the Issuer, that are located within a development or redevelopment district, which project costs may include (i) interest prior to and during the acquisition, construction and equipping of a project and for a reasonable time thereafter; (ii) such reserves as may be required; (iii) reimbursement of costs of any interim financing or cash expenditures entered on behalf of projects in the development or redevelopment district; and (iv) any and all other expenses incidental to planning, carrying out and financing the project;

WHEREAS, pursuant to the Act, the Issuer, on October 4, 2007, following all necessary actions, publications, public hearings and approvals, entered an Order (the "District and Project Approval Order") approving and creating a development district to be known as the Harrison County Development District No. 3 - White Oaks (the "TIF District") as a development district under the provisions of the Act and, approving a project plan ("Project Plan No. 1") and establishing a tax increment financing fund for the TIF District (the "TIF Fund"), wherein the regular levy property taxes attributable to the amount by which the current assessed value of real and tangible personal property having a tax situs in the TIF District exceeds the base assessed value of the property (the "Tax Increment Revenues") shall be deposited;

WHEREAS, High Tech Corridor Development, LLC, a West Virginia limited liability company (the "Developer"), is the developer of the TIF District;

WHEREAS, Project Plan No. 1 provided for the use of tax increment financing for the design, acquisition, construction and equipping of certain projects for the development known as White Oaks in Harrison County, West Virginia, consisting generally of public roads, water lines, sanitary sewer lines, intersection improvements, curbing, traffic control, lighting and other related infrastructure and utilities improvements and all necessary appurtenances;

WHEREAS, following a public hearing and the approval of the Executive Director of the West Virginia Development Office, the Issuer entered an Order on May 21, 2015 approving a new

project plan for the TIF District ("Original Project Plan No. 2") for the second phase of development in the TIF District, particularly certain public infrastructure improvements, including, but not limited to: design, site acquisition, construction and equipping of public roads, water, sewer, electric, gas and other necessary utility improvements, intersection improvements, curbing, traffic control, lighting and other related infrastructure, engineering, remediation, site preparation, cut and fill, site infrastructure and improvements to public infrastructure within the TIF District (the "Phase II TIF Project");

WHEREAS, following a public hearing and the approval of the Executive Director of the West Virginia Development Office, the Issuer entered an Order on December 28, 2018 approving the amendment of Original Project Plan No. 2 to include additional phases of development of certain infrastructure projects within the TIF District, including, but not limited to: design, acquisition, construction and equipping of new road construction and road improvements, water, sewer, electric, gas and other necessary utility improvements, intersection improvements, curbing, traffic control, lighting, sidewalks and other related infrastructure, engineering, remediation, earthwork, site preparation, cut and fill, site infrastructure, and improvements to public infrastructure within the TIF District ("First Amended Project Plan No. 2");

WHEREAS, pursuant to a Bond Authorizing Order entered on May 12, 2021 (the "Original Bond Order"), the Issuer and United Bank (the "Prior Trustee") entered into an Indenture of Trust dated May 25, 2021 (the "Original Indenture") under which the Issuer issued The County Commission of Harrison County Senior Tax Increment Refunding Revenue Bonds, Series 2021 A Tax-Exempt (Development District No. 3 – White Oaks) (the "Series 2021 A Bonds"), and The County Commission of Harrison County Subordinate Tax Increment Revenue Bonds, Series 2021 B Taxable (Development District No. 3 – White Oaks) (the "Original Series 2021 B Bonds");

WHEREAS, the Original Series 2021 B Bonds were dated May 25, 2021, and were issued in the aggregate principal amount of $4,195,000;

WHEREAS, the Developer was the Original Purchaser (as defined in the Original Indenture) and is the current Registered Owner (as defined in the Original Indenture) of the entire aggregate principal amount of the Original Series 2021 B Bonds;

WHEREAS, pursuant to an application submitted by Developer (the "Application"), and pursuant to a letter from the West Virginia Department of Economic Development, dated July 18, 2023, the Issuer entered an Order on July 26, 2023, approving the further amendment of Original Project Plan No. 2 to include additional phases of development of certain infrastructure and site development projects within the TIF District, including infrastructure and site development related to proposed residential development within the TIF District, including, but not limited to: design, acquisition, construction and equipping of new road construction and road improvements, water, sewer, electric, gas and other necessary utility improvements, intersection improvements, curbing, traffic control, lighting, sidewalks and other related infrastructure, engineering, remediation, earthwork, site preparation, cut and fill, site infrastructure, site improvements and land acquisition within or contiguous to and benefitting the TIF District ("Second Amended Project Plan No. 2"), all in order to facilitate the issuance of tax increment financing obligations to finance the costs of planning, acquisition, construction and equipping of Second Amended Project Plan No. 2, being necessary site work and infrastructure improvements within the TIF District;

WHEREAS, the Issuer and the Prior Trustee entered into a First Supplemental Indenture of Trust dated August 11, 2023 (the "First Supplemental Indenture") pursuant to which the Series 2021 B Bonds were amended and restated to increase the principal amount thereof to $6,422,000 (the "Amended and Restated Series 2021 B Bonds");

WHEREAS, the Issuer and the Prior Trustee entered into a Second Supplemental Indenture of Trust dated July 19, 2024 (the "Second Supplemental Indenture"), pursuant to which Section 4.03B of the Original Indenture was modified to extend the period of time available to the Issuer for the requisitioning of proceeds of the Amended and Restated Series 2021 B Bonds for deposit into the Series 2021 B Bonds Project Fund and application therefrom to the payment of the costs of Second Amended Project Plan No. 2 from May 25, 2024 to December 31, 2024;

WHEREAS, the Issuer and the Trustee, with the written consent of United Bank as the Registered Owner of the Series 2021 A Bonds, have entered into a Third Supplemental Indenture of Trust dated November 1, 2025 (the "Third Supplemental Indenture"), pursuant to which (i) the Second Amended and Restated Series 2021 B Bond No. BR-1 (the "Second Amended and Restated Series 2021 B Bonds" and together with the "Original Series 2021 B Bonds" and the "Amended and Restated Series 2021 B Bonds", the "Series 2021 B Bonds"), were previously issued in order to (i) increase the authorized principal amount of the Series 2021 B Bonds from $6,422,000 to $7,422,000 in order to increase the principal amount available to be drawn thereon for the purpose of financing costs of Second Amended Project Plan No. 2, and (ii) Section 4.03B of the Original Indenture was modified to extend the period of time available to the Issuer for the requisitioning of proceeds of the Second Amended and Restated Series 2021 B Bonds from December 31, 2024 to December 31, 2026;

WHEREAS, on the date hereof, the Issuer and the Trustee have entered into a Fourth Supplemental Indenture of Trust (the "Fourth Supplemental Indenture" and together with the Original Indenture, First Supplemental Indenture, Second Supplemental Indenture, the Third Supplemental Indenture and this Fifth Supplemental Indenture of Trust, the "Indenture"), pursuant to which the Issuer has issued its Subordinate Tax Increment Revenue Refunding Bonds, Series 2026 A (Development District No. 3 – White Oaks)", in the original aggregate principal amount of $_____ (the "Series 2026 A Bonds") for the purposes of (i) currently refunding the Issuer's Series 2021 B Bonds; (ii) funding a debt service reserve fund for the Series 2026 A Bonds; and (iii) paying costs of issuance of the Series 2026 A Tax Bonds;

WHEREAS, the Series 2026 A Tax Bonds are secured by and payable from a pledge and lien upon the Tax Increment Revenues, the funds on deposit from time to time in the TIF Fund, and the Revenue Fund held by the Trustee after payment of debt service on the Series 2021 A Bonds as well as annual administrative and other expenses in the TIF District ("Surplus TIF Revenues"), which pledge and lien is subordinate to the pledge and lien granted in favor of the Series 2021 A Bonds and any Additional Bonds;

WHEREAS, the Issuer now desires to enter into this Fifth Supplemental Indenture in order to issue its Junior Subordinate Tax Increment Revenue and Improvement Bonds, Series 2026 B (Taxable) (Development District No. 3 – White Oaks), in the original aggregate principal amount of $_____ (the "Series 2026 B Bonds") for the purposes of (i) paying or reimbursing additional costs of the design, acquisition and construction of the improvements contemplated by the Second

Amended Project Plan No. 2 (the "2026B Project"), and (ii) paying costs of issuance of the Series 2026 B Bonds;

WHEREAS, the Issuer has heretofore adopted and entered of record on _____, 2026, a Bond Authorizing Resolution and Order (the "Bond Order") authorizing the issuance by the Issuer of its Series 2026 B Bonds for the purposes herein described;

WHEREAS, the financing of the 2026B Project by the Issuer will benefit the inhabitants of Harrison County, will increase opportunities for employment in Harrison County and will help in establishing a diversified and balanced economy within Harrison County, and the health, happiness, right of gainful employment and general welfare of the citizens and residents of Harrison County will be promoted by the 2026B Project as aforesaid, and the current refunding of the Series 2026 B Bonds and the financing of the 2026B Project is a public purpose of the Issuer under the Act;

WHEREAS, as further provided in the Act and this Fifth Supplemental Indenture, the Series 2026 B Bonds are special, limited obligations of the Issuer payable solely from the following sources (in the order of priority as described in this Fifth Supplemental Indenture): (i) the Surplus TIF Revenues (as hereinafter defined) generated in the TIF District and on deposit from time to time in the TIF Fund or the Revenue Fund, which source of security and repayment shall be junior and subordinate to the Tax Increment Revenues generated in the TIF District which are deposited from time to time in the TIF Fund and in the Revenue Fund pledged to repayment of the Series 2021 A Bonds, the Series 2026 A Bonds, any Additional Bonds and any Additional Subordinate Bonds pursuant to the Indenture, and all moneys and securities held by the Trustee from time to time in certain funds and accounts established by the Issuer for the Series 2026 B Bonds with the Trustee pursuant to this Fifth Supplemental Indenture, and shall not constitute a general obligation debt of the Issuer or a pledge of the Issuer's full faith and credit or taxing power; and

WHEREAS, the Trustee agrees to accept and administer the trusts created hereby.

GRANTING CLAUSES

To declare the terms and conditions upon which the Series 2026 B Bonds are to be authenticated, issued and delivered and to secure the payment of all of the Series 2026 B Bonds issued and Outstanding under this Fifth Supplemental Indenture from time to time according to their tenor and effect and to secure the performance and observance by the Issuer of all the covenants, agreements and conditions contained in this Fifth Supplemental Indenture and in the Series 2026 B Bonds, and in consideration of the premises, the acceptance by the Trustee of the trusts created by this Fifth Supplemental Indenture, and the purchase and acceptance of the Series 2026 B Bonds by the Owners thereof, the Issuer hereby transfers in trust, pledges and assigns to the Trustee, and hereby grants a security interest and lien to the Trustee in and on, the following property and interests (said property referred to herein as the "Trust Estate"):

(a) All right, title and interest of the Issuer in and to the Surplus TIF Revenues generated in the TIF District and deposited from time to time in the TIF Fund and the Revenue Fund, together with any interest earnings thereon which source of

security and payment shall be junior and subordinate (i) to the security interest in and lien on the Tax Increment Revenues generated in the TIF District and on deposit from time to time in the TIF Fund and the Revenue Fund pledged to repayment of the Series 2021 A Bonds and any Additional Bonds, and (ii) to the security interest in and lien on the Surplus TIF Revenues generated in the TIF District and deposited from time to time in the TIF Fund and the Revenue Fund pledged to repayment of the Series 2026 A Bonds and any Additional Subordinate Bonds pursuant to the Indenture;

(b) All moneys and securities (except moneys and securities held in the Series 2026 B Bonds Costs of Issuance Fund (as hereinafter defined)) from time to time held by the Trustee in any fund or account created pursuant to the terms of this Fifth Supplemental Indenture with respect to the Series 2026 B Bonds; and

(c) Any and all other property (real, personal or mixed) of every kind and nature from time to time, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security under this Fifth Supplemental Indenture by the Issuer or by anyone on its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

All moneys and securities in the Series 2026 B Bonds Debt Service Fund, Series 2026 B Bonds Redemption Account and the Series 2026 B Bonds Project Fund (as such terms are hereinafter defined) shall only be pledged to and serve as security for the Series 2026 B Bonds. The Owners of the Series 2026 B Bonds shall have a lien on and pledge of all funds and securities on deposit from time to time in the TIF Fund and the Revenue Fund that is subordinate to the lien and pledge thereof in favor of the Series 2021 A Bonds, the Series 2026 A Bonds, any Additional Bonds and any Additional Subordinate Bonds.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in trust and assigns forever upon the terms and trusts herein set forth for the equal and ratable benefit, protection and security of the Registered Owners of the Series 2026 B Bonds, all of which Series 2026 B Bonds, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any Series 2026 B Bond over any other Series 2026 B Bond except as expressly provided herein or permitted hereby;

PROVIDED, HOWEVER, that if the Issuer shall well and truly pay, or cause to be paid, the principal or Redemption Price of and interest on the Series 2026 B Bonds according to the true intent and meaning thereof, or shall provide for the payment thereof as permitted by Article VIII of the Original Indenture, and shall perform and observe all the covenants and conditions of the Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then, upon compliance with Article VIII of the Original Indenture, the lien of this Fifth Supplemental Indenture shall be discharged and satisfied with respect to such Series 2026 B

Bonds; otherwise this Fifth Supplemental Indenture shall be and remain in full force and effect with respect to all Outstanding Series 2026 B Bonds.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the receipt and adequacy of which are hereby acknowledged by both parties hereto, the Issuer covenants and agrees with the Trustee, for the equal and proportionate benefit of the respective Owners of the Series 2026 B Bonds, that all Series 2026 B Bonds are to be issued, authenticated and delivered and the Trust Estate is to be held and applied by the Trustee, subject to the further covenants, conditions and trusts hereinafter set forth, as follows:

ARTICLE I

AUTHORIZATION; DEFINITIONS; AND RULES OF CONSTRUCTION

Section 1.01. Fifth Supplemental Indenture of Trust. This Fifth Supplemental Indenture is authorized, executed and delivered by the Trustee pursuant to and in accordance with Section 2.09 and Section 7.01G of the Original Indenture.

Section 1.02. Definitions. Terms used in this Fourth Supplemental Indenture shall have the meanings set forth below or, if not set forth below, the meanings set forth in Section 1.01 of the Original Indenture, unless a different meaning clearly appears from the context.

"Act" means the West Virginia Tax Increment Financing Act, Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended from time to time.

"Additional Bonds" shall have the meaning set forth in the Original Indenture.

"Additional Subordinate Bonds" shall have the meaning set forth in the Fourth Supplemental Indenture.

"Amended Project Plan No. 2" shall have the meaning set forth in the recitals hereof.

"Authorized Denomination" or **"Authorized Denominations"** means, with respect to the Series 2026 B Bonds, $100,000 and any $1 increment in excess thereof.

"Authorized Officer" means, with respect to the Issuer, the President of the Issuer or such other officer or officers as shall be designated by official action of the Issuer, and with respect to the Developer, the Manager of the Developer or such other individual as shall be designated by resolution of the Developer from time to time, all for the purpose of executing notices, certificates and other documents delivered in connection with the Indenture.

"Bond Order" means the Bond Authorizing Resolution and Order of the Issuer adopted and entered of record on _____, 2026, authorizing the issuance, sale and delivery of the Series 2026 B Bonds.

"Closing Date" means the date on which the Series 2026 B Bonds are exchanged for the initial advance of their purchase price from the Purchaser, being _____, 2026.

"Costs of Issuance" means items of expense permitted under the Act, payable or reimbursable directly or indirectly by the Issuer related to the authorization, sale and issuance of the Series 2026 B Bonds.

"Costs of Issuance Requisition" means a Requisition for Payment from Series 2026 B Bonds Costs of Issuance Fund, the form of which is attached hereto and made a part hereof as **Exhibit D**.

paying or reimbursing additional costs of the design, acquisition and construction of the improvements contemplated by the Second Amended Project Plan No. 2

"**Costs of the Project**" means costs permitted under the Act to be paid or reimbursed from proceeds of the Series 2026 B Bonds with respect to the Second Amended Project Plan No. 2, including the total of all reasonable or necessary expenses incidental to the design, acquisition, construction, and equipping of all or a portion of the Second Amended Project Plan No. 2 which are identified in Project Cost Requisitions and all other necessary and incidental expenses, and any other costs permitted by the Second Amended Project Plan No. 2 and the Act, including the reimbursement of such costs previously paid by the Issuer, the Developer, any affiliate of the Developer or any other appropriate party.

"Date of Issue" means, with respect to the Series 2026 B Bonds, the date of issuance and delivery of the Series 2026 B Bonds to the Purchaser, being _____, 2026.

"Developer" means High Tech Corridor Development, LLC, a West Virginia limited liability company.

"Development Office" means the West Virginia Division of Economic Development, formerly known as the West Virginia Department of Economic Development and the West Virginia Development Office.

"District and Project Approval Order" means the Order entered by the Issuer on October 4, 2007, following all necessary actions, publications, public hearings and approvals, approving and creating the TIF District, the Project Plan and establishing the TIF Fund.

"Fourth Supplemental Indenture" means the Fourth Supplemental Indenture of Trust, dated _____, 2026, by and between the Issuer and the Trustee, pursuant to which the Series 2026 A Bonds are being issued.

"Indenture" means the Original Indenture, as the same is supplemented and/or amended from time to time, including but not limited to the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture and this Fifth Supplemental Indenture.

"Interest Payment Date" or **"Interest Payment Dates"** means, with respect to the Series 2026 B Bonds, June 1 of each year, commencing June 1, 2027.

"Issuer" means The County Commission of Harrison County, a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia.

"Junior Subordinate Bonds" means any tax increment revenue bonds or other obligations issued by the Issuer pursuant to the Act, in accordance with Sections 2.09 and 7.01G of the Original Indenture, the lien on and security interest in the Tax Increment Revenues deposited from time to time in the TIF Fund and the funds on deposit from time to time in the Revenue Fund shall be

junior and subordinate to the lien and pledge thereof in favor of any Subordinate Bonds, including but not limited to the Series 2026 A Bonds, and any Additional Subordinate Bonds.

"Maturity Date" means the date on which the principal of the Series 2026 B Bonds together with all interest thereon remaining unpaid at such time becomes due and payable, which date is June 1, 2037.

"Original Indenture" means that certain Indenture of Trust, dated May 25, 2021, by and between the Issuer and the Prior Trustee, pursuant to which the Series 2021 A Bonds were issued.

"Original Project Plan No. 2" shall have the meaning set forth in the recitals hereto.

"Outstanding" or **"outstanding"** means, as of any particular date, all Series 2026 B Bonds authenticated and delivered under this Fifth Supplemental Indenture except (a) any Series 2026 B Bond canceled by the Trustee (or delivered to the Trustee for cancellation) at or before such date, (b) any Series 2026 B Bond that has been paid or discharged pursuant to Article VIII of the Original Indenture and (c) any Series 2026 B Bond in lieu of or in substitution for which a new Series 2026 B Bond shall have been authenticated and delivered pursuant to Article II.

"Project Cost Requisition" means a Requisition for Payment from Series 2026 B Bonds Project Fund, the form of which is attached hereto and made a part hereof as **Exhibit C**.

"Phase II TIF Project" shall have the meaning set forth in the recitals hereof.

"Placement Agent" means, with respect to the Series 2026 A Bonds, Piper Sandler & Co.

"Prior Trustee" means United Bank, as predecessor trustee, replaced by WesBanco Bank, Inc. under the Indenture pursuant to the Instrument of Removal, Appointment and Acceptance dated as of April 2, 2025 by and among the Issuer, United Bank, as predecessor trustee and WesBanco Bank, Inc. as successor trustee.

"Project Plan No. 1" shall have the meaning set forth in the recitals hereof.

"Purchaser" means the purchaser of the Series 2026 B Bonds from the Issuer on the Date of Issue, being the Developer.

"Series 2021 A Bonds" shall have the meaning set forth in the recitals hereof.

"Series 2026 A Bonds" means the Subordinate Tax Increment Revenue Refunding Bonds, Series 2026 A (Development District No. 3 – White Oaks), authorized to be issued pursuant to the Fourth Supplemental Indenture.

"Series 2026 B Bonds" means the Junior Subordinate Tax Increment Revenue and Improvement Bonds, Series 2026 B (Taxable) (Development District No. 3 – White Oaks) issued pursuant to this Fifth Supplemental Indenture in the original aggregate authorized par amount of $_____.

"Series 2026 B Bonds Costs of Issuance Fund" means the fund by that name created with the Trustee pursuant to Section 4.01 of this Fifth Supplemental Indenture.

"Series 2026 B Bonds Debt Service Fund" means the fund by that name created with the Trustee pursuant to Section 4.01 of this Fifth Supplemental Indenture.

"Series 2026 B Bonds Project Fund" means the fund by that name created with the Trustee pursuant to Section 4.01 of this Fifth Supplemental Indenture.

"Series 2026 B Bonds Redemption Account" means the account by that name created within the Series 2026 B Bonds Debt Service Fund pursuant to Section 4.01 of this Fifth Supplemental Indenture.

"Surplus TIF Revenues" means the moneys remaining on deposit in the Revenue Fund following the transfers required by Section 4.07B of the Original Indenture and following the payment of all debt service and other costs and transfers associated with any Additional Bonds in each Bond Year.

"Termination Date" means the current termination date of the TIF District, which date is October 4, 2037.

"Third Supplemental Indenture" has the meaning set forth in the recitals hereto.

"TIF District" means The County Commission of Harrison County Development District No. 4, established pursuant to the District Creation Order, as such TIF District was subsequently expanded to include the Boundary Amendments pursuant to the Modification to District Creation Order, and as such TIF District may from time to time be further amended.

"Revenue Fund" means the fund by that name created pursuant to Section 4.01 of the Original Indenture and continued pursuant to Section 4.01 of this Fifth Supplemental Indenture.

"TIF Fund" means the fund by that name created by the Issuer pursuant to the District and Project Approval Order and as provided for under the Act.

"Trustee" means Wesbanco Bank, Inc. as successor trustee which replaced United Bank as trustee under the Indenture pursuant to the Instrument of Removal, Appointment and Acceptance dated as of April 2, 2025 by and among the Issuer, United Bank, as predecessor trustee and WesBanco Bank, Inc. as successor trustee.

"Trust Estate" means the Trust Estate described in the Granting Clauses of this Fifth Supplemental Indenture.

"2026B Project" shall have the meaning set forth in the recitals hereof

Section 1.03. Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Fifth Supplemental Indenture:

A. Words importing the singular number include the plural number and words importing the plural number include the singular number.

B. Words of the masculine gender include correlative words of the feminine and neuter genders.

C. The headings and the table of contents set forth in this Fifth Supplemental Indenture are solely for convenience of reference and shall not constitute a part of this Fifth Supplemental Indenture, nor shall they affect its meaning, construction or effect.

D. Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

E. Any reference to a particular percentage or proportion of the holders of Series 2026 B Bonds shall mean the holders at the particular time of the specified percentage or proportion in aggregate principal amount of all Series 2026 B Bonds then Outstanding under this Fifth Supplemental Indenture, except Series 2026 B Bonds held by or for the account of the Issuer, whether or not pledged to or by the Issuer; however, Series 2026 B Bonds so pledged may be regarded as Outstanding for the purposes of this paragraph if the pledgee establishes to the satisfaction of the Trustee the pledgee's right to vote such Series 2026 B Bonds. Any reference herein to Series 2026 B Bonds the consent or direction of a specified proportion of the holders of which is required or permitted prior to the taking of any action hereunder shall mean the holders of such proportion of Outstanding Series 2026 B Bonds as shall be affected thereby.

F. Any reference to a particular Article or Section shall be to such Article or Section of this Fifth Supplemental Indenture unless the context shall require otherwise.

G. Any reference herein to the terms "Bond," "Bonds," "Bondholder" or "Bondholders" in a context in which such terms can be logically construed as comprehending all tax increment financing obligations issued pursuant to the Indenture or any Supplemental Indenture and the holders thereof, including Subordinate Bonds or Junior Subordinate Bonds and the Bondholders of Subordinate Bonds or Junior Subordinate Bonds, shall include Subordinate Bonds and Junior Subordinate Bonds and the Bondholders of Subordinate Bonds and Junior Subordinate Bonds and the provisions of this Indenture in which such terms appear shall apply to any Supplemental Indenture pursuant to which such Subordinate Bonds or Junior Subordinate Bonds are issued to the extent that such provisions do not conflict with the provisions of such Supplemental Indenture.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE SERIES 2026 B BONDS; ADDITIONAL BONDS

Section 2.01. Series 2026 B Bonds Authorized.

There is hereby authorized under the Indenture the issuance of a series of bonds in the aggregate principal amount of $_____ which shall be designated "The County Commission of Harrison County Junior Subordinate Tax Increment Revenue and Improvement Bonds, Series 2026 B (Taxable) (Development District No. 3 – White Oaks)" for the purposes of (i) paying or reimbursing of the 2026 B Project, and (ii) paying costs of issuance of the Series 2026 B Bonds.

Section 2.02. Details of Series 2026 B Bonds; Form of Series 2026 B Bonds. The Series 2026 B Bonds shall be issuable as fully registered bonds in Authorized Denominations in the aggregate authorized principal amount of $_____. The Series 2026 B Bonds shall be initially issued as one fully registered bond payable to the order of the Purchaser. The Series 2026 B Bonds shall be dated as of the Date of Issue, shall be numbered, shall be issued in such principal amount, have such Registered Owner and have such Maturity Date as follows:

Bond No.	**Principal Amount**	**Interest Rate**	**Registered Owner**
BR-1	$_____	____%	High Tech Corridor Development, LLC

The Series 2026 B Bonds shall be issued as draw down obligations with a portion of the purchase price of the Series 2026 B Bonds in the amount of $_____ being paid or otherwise funded by the Purchaser on the Closing Date by providing funds to the Trustee in the amount of $_____ for deposit by the Trustee into the Series 2026 B Bonds Costs of Issuance Fund. Additional portions of the principal amount and purchase price of the Series 2026 B Bonds will be funded as requisitions for the payment or reimbursement of Costs of the Project are approved by the Issuer and the Developer and submitted to the Trustee for either: (i) credit to the purchase price of the Series 2026 B Bonds in the case of Costs of the Project previously paid by the Developer or its affiliate; or (ii) payment in the manner described in Section 4.03 of this Fifth Supplemental Indenture. The principal amount of the obligation represented by the Series 2026 B Bonds shall be equal to the sum of the amount being paid by the Purchaser on the Closing Date and the reimbursement/funds requisitioned by the Issuer and the Developer from time to time as indicated in the Record of Advances maintained by the Trustee as the official Record of Advances for the Bonds and as indicated in the Record of Advances attached to the Series 2026 B Bonds as Exhibit A which shall be the unofficial record and which funds shall not theretofore have been repaid on the Maturity Date or pursuant to mandatory or optional redemption as hereinafter provided in Article III of this Fifth Supplemental Indenture. Interest shall only accrue on the principal amount of the Series 2026 B Bonds funded/advanced from time to time by the Purchaser and which has not theretofore been repaid.

The Series 2026 B Bonds shall bear interest on the principal amount outstanding from time to time at the rate designated below from the Date of Issue (computed on the basis of a year of 360 days consisting of 12 months of 30 days each) until payment of principal has been made or provided for, payable on each Interest Payment Date, commencing June 1, 2027 and as more particularly described in Section 4.05 hereof, except that Series 2026 B Bonds which are reissued upon transfer, exchange or other replacement shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or if no interest has been paid, from the date of the Series 2026 B Bonds. The Series 2026 B Bonds shall bear interest at the fixed rate of ____% per annum.

The principal amount of the Series 2026 B Bonds which has been advanced from time to time as herein provided and not theretofore repaid pursuant to optional or mandatory redemption, together with all interest accrued thereon which has not been previously paid, shall be due and payable on the Maturity Date.

The Series 2026 B Bonds shall be subject to redemption prior to maturity in accordance with Section 3.01 hereof. The Series 2026 B Bonds shall be substantially in the form set forth in **Exhibit A** attached hereto and made a part hereof, with such insertions, omissions and variations as may be deemed necessary or appropriate by an Authorized Officer of the Issuer executing the same and as shall be permitted by the Act. The Issuer hereby adopts the form of Series 2026 B Bonds set forth in **Exhibit A**, and all of the covenants and conditions set forth therein, as and for the forms of obligation to be incurred by the Issuer as the Series 2026 B Bonds. The covenants and conditions set forth in such form are incorporated into this Fifth Supplemental Indenture by reference and shall be binding upon the Issuer as though set forth in full herein.

The principal of the Series 2026 B Bonds shall not be subject to acceleration, provided that, nothing in this Section shall in any way prohibit the prepayment or redemption of Series 2026 B Bonds under Article III, or the defeasance of the Series 2026 B Bonds and discharge of this Fifth Supplemental Indenture under Section 8.01 of the Original Indenture.

The Series 2026 B Bonds may contain, or have endorsed thereon, any notations, legends or endorsements not inconsistent with the provisions of the Indenture authorizing the same as may be necessary or desirable and as may be determined by the Authorized Officers of the Issuer executing the Series 2026 B Bonds prior to the authentication and delivery of such Series 2026 B Bonds. The execution and delivery of the Series 2026 B Bonds by the Authorized Officers of the Issuer in accordance with the Indenture shall be conclusive evidence of the approval of the form of such Series 2026 B Bonds by the Issuer, including any insertions, omissions, variations, notations, legends or endorsements authorized by the Indenture.

Before authenticating and delivering any Series 2026 B Bond, the Registrar shall complete the form of such Series 2026 B Bond to show the registered owner, principal amount, interest rate, if any, maturity date, number and authentication date of such Series 2026 B Bond.

Section 2.03. Place and Manner of Payment. The Debt Service on the Series 2026 B Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. The principal of the Series

2026 B Bonds, together with the accrued interest thereon not theretofore repaid, which remains due and payable on the Maturity Date or other date of repayment in full, shall be payable upon presentation and surrender of such Series 2026 B Bonds at the corporate trust operations office of the Trustee, currently located in Wheeling, West Virginia. With respect to Series 2026 B Bonds which are subject to optional redemption in part or mandatory redemption in part as provided for in Section 3.01 of this Fifth Supplemental Indenture, the Trustee shall make the principal payment directly to the Registered Owner and update its records to reflect the remaining principal balance due and owing on such Series 2026 B Bonds without the necessity of the Registered Owner tendering such Series 2026 B Bond to the principal corporate trust office of the Trustee for payment and issuance of a new Bond or Bonds, except for the final payment of principal of such Series 2026 B Bonds on their Maturity Date or other date of repayment in full, which shall require tender to the Trustee for payment. Interest on the Series 2026 B Bonds shall be paid on each Interest Payment Date by check or draft mailed to the person who is the Registered Owner of such Series 2026 B Bond and at the address appearing on the Bond Register at the close of business on the Record Date pertaining to such Interest Payment Date; and to any Registered Owner of $1,000,000 or more in aggregate principal amount of the Series 2026 B Bonds as of the commencement of business of the Trustee on the Record Date for a particular Interest Payment Date who so elects, by wire transfer of funds to such wire transfer address within the continental United States as such Registered Owner shall have furnished to the Trustee in writing not less than five days prior to such Record Date and upon compliance with the reasonable requirements of the Trustee; provided, however, that, if and to the extent the Issuer shall be delinquent in the payment or provision for payment of interest on the Series 2026 B Bonds on any Interest Payment Date, such delinquent interest shall cease to be payable to the person who was the holder of such Series 2026 B Bond as of the Record Date. Whenever moneys become available for the payment of such delinquent interest, the Trustee shall establish a Special Record Date for the payment of such delinquent interest, which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment, and the Trustee shall cause notice of the proposed payment and of such Special Record Date to be mailed by first class mail, postage prepaid, to each Bondholder at his address as it appears on the Bond Register not less than 10 days prior to such Special Record Date. Such notice having been so mailed, the delinquent interest shall be payable to the persons who are the Registered Owners of the Series 2026 B Bonds (or their respective predecessor Series 2026 B Bonds) at the close of business on such Special Record Date. Interest will not accrue on delinquent interest. The total amount of delinquent interest that may accrue and become due and payable on the Series 2026 B Bonds during the term of such Series 2026 B Bonds may not exceed the sum of _____ and 00/100 Dollars ($_____) and the Owners of the Series 2026 B Bonds and the Trustee on behalf of such Owners agree that any accrued interest in excess of such sum shall be waived and discharged and not be due and payable.

It shall not constitute a default or Event of Default on the Series 2026 B Bonds or pursuant to the Indenture if the available Surplus TIF Revenues or funds on deposit from time to time in the TIF Fund and the Revenue Fund are insufficient to pay in full or in part the accrued interest on the Series 2026 B Bonds on any Interest Payment Date or the Maturity Date or to pay the principal of the Series 2026 B Bonds in full or in part on the Maturity Date.

Subject to the foregoing, each Series 2026 B Bond delivered under this Fifth Supplemental Indenture upon transfer thereof, or in exchange for or in lieu of any other Series 2026 B Bond,

shall carry the rights to interest accrued and unpaid, and to accrue on such Series 2026 B Bond, or which were carried by such replaced Series 2026 B Bond.

Section 2.04. Conditions Precedent to Issuance of Series 2026 B Bonds. The Series 2026 B Bonds shall be executed by the Issuer and delivered to the Trustee, whereupon the Trustee, as Registrar, shall authenticate the Series 2026 B Bonds and, upon payment of the initial advance of the purchase price of the Series 2026 B Bonds by the Purchaser in the amount of $_____, shall deliver the Series 2026 B Bonds upon the order of the Issuer, but only upon delivery to the Trustee of:

A. A copy of this Fifth Supplemental Indenture executed by the Issuer and the Trustee and copies of the fully executed Original Indenture, First Supplemental Indenture, Second Supplemental Indenture, Third Supplemental Indenture and Fourth Supplemental Indenture;

B. A request and authorization to the Trustee on behalf of the Issuer, executed by an Authorized Officer, to authenticate the Series 2026 B Bonds and deliver said Series 2026 B Bonds to the order of the Purchaser upon payment to the Trustee, for the account of the Issuer, of an amount equal to the remaining portion of the initial advance of the principal amount and purchase price of the Series 2026 B Bonds in the amount of $_____. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the names of the purchasers and the purchase price;

C. A copy, certified by the County Clerk, of the Bond Order;

D. An Opinion of Bond Counsel to the effect that the Issuer is duly authorized and entitled to issue the Series 2026 B Bonds and, upon the execution, authentication and delivery thereof as provided in this Fifth Supplemental Indenture, the Series 2026 B Bonds will be duly and validly issued and will constitute valid and binding special, limited obligations of the Issuer payable solely from the sources provided therefor in this Fifth Supplemental Indenture and that the Series 2026 B Bonds and the income therefrom are exempt from all State income taxes, whether imposed on individuals, corporations or other persons, from state business franchise taxes and from ad valorem property taxes; and

E. Any other documents that may be required by the Trustee.

When the documents specified above have been filed with the Trustee, and when the Series 2026 B Bonds shall have been executed and authenticated as required by this Fifth Supplemental Indenture, the Trustee shall deliver the Series 2026 B Bonds to or upon the order of the Purchaser thereof, but only upon receipt by the Trustee of the remaining unpaid portion of the Series 2023 B Property Tax Bonds and payment to the Trustee of the initial advance of the principal amount and purchase price of the Series 2026 B Bonds as herein described. The initial advance of the principal amount and purchase price of the Series 2026 B Bonds shall be immediately paid over to the Trustee, and the Trustee shall deposit and apply such proceeds as provided in Article IV hereof.

Section 2.05. Investor Suitability. Anything to the contrary in the Original Indenture or this Fifth Supplemental Indenture notwithstanding, no Series 2026 B Bond or beneficial ownership

interest therein may be offered, sold or transferred except to a Qualified Institutional Buyer, an Accredited Investor or to any entity for which all of the equity owners are Accredited Investors and in an amount which is not less than an Authorized Denomination and unless the Trustee has received prior to such transfer an investor letter from the prospective new Registered Owner in substantially the form attached as **Exhibit B** to this Fifth Supplemental Indenture with such other changes from the attached form as are necessary to reflect the current status of the Series 2026 B Bonds, the Developer and the person(s) acquiring the Series 2026 B Bonds from the Purchaser and the foregoing shall be a condition to registration of the ownership of the Series 2026 B Bonds or any portion thereof to such transferee.

Section 2.06. Circumstances Following Termination of TIF District.

The Bondholders of all of the Series 2026 B Bonds and the Trustee on behalf of such Bondholders hereby agree that any principal of and interest on any Series 2026 B Bonds which remains due and payable following the Termination Date of the TIF District shall be waived by the Bondholders and the Trustee and such Bondholders and Trustee agree that such Series 2026 B Bonds shall thereupon be considered legally discharged, satisfied and cancelled. As soon thereafter as may be practical following the Termination Date, the Issuer shall cause the Sheriff to transfer all funds then on deposit in the TIF Fund to the Trustee for deposit of such funds in the Revenue Fund to be applied by the Trustee, first to the payment of the Administrative Expenses of the TIF District to the extent that such funds are sufficient therefore, and then to the payment to the registered owners of tax increment revenue obligations issued by the Issuer with respect to the TIF District in their order of priority and based upon the amount of Tax Increment Revenues allocable to such obligations as described in the Indenture and all Supplemental Indentures.

Section 2.07. Developer Consent to Additional Bonds and Additional Subordinate Bonds.

No Additional Bonds, Additional Subordinate Bonds or bonds which have a lien upon the TIF Fund, the Revenue Fund and the Tax Increment Revenues which is subordinate to the lien thereon in favor of Subordinate Bonds may be issued other than for the purpose of refunding all or a portion of the Series 2021 A Bonds, the Series 2026 A Bonds, the Series 2026 B Bonds, any Additional Bonds or Additional Subordinate Bonds in order to achieve lower Annual Debt Service in each Bond Year without the consent of the Developer.

ARTICLE III

REDEMPTION OF BONDS

Section 3.01. Series 2026 B Bonds Subject to Redemption. The Series 2026 B Bonds are subject to redemption prior to maturity in accordance with their terms and the terms and provisions set forth in this Article. The Series 2026 B Bonds at the time outstanding may be redeemed prior to their maturity as follows:

A. **Optional Redemption**. The Series 2026 B Bonds are subject to redemption prior to maturity, at the option of the Issuer, as a whole or in part at any time, at the Redemption Price of 100% of the principal amount redeemed, plus interest accrued thereon to the date set for redemption. All optional redemptions pursuant to this section must be in $1,000 increments with the Series 2026 B Bonds being redeemed as directed by the Issuer; provided that, unless all of the remaining principal of the Series 2026 B Bonds is being paid in full, such optional redemptions of principal shall at all times leave an Authorized Denomination of the Series 2026 B Bonds Outstanding.

B. **Mandatory Redemption**. The Series 2026 B Bonds are subject to mandatory redemption and payment prior to maturity at a Redemption Price equal to 100% of the principal amount thereof then being redeemed plus accrued interest thereon on June 1 (or on such subsequent date as would permit the notice of redemption required by Section 3.02 of this Fifth Supplemental Indenture to be given unless such notice is waived by the Bondholder) of each Bond Year, commencing June 1, 2027, from funds transferred from the Revenue Fund to the Series 2026 B Bonds Redemption Account of the Series 2026 B Bonds Debt Service Fund for the redemption of Series 2026 B Bonds in accordance with Sections 4.05(ii) and 4.06E(iii) of this Fifth Supplemental Indenture. Such redemptions shall be effected equally and proportionately with respect to the Series 2026 B Bonds. Unless all of the remaining principal of the Series 2026 B Bonds is being paid in full, such redemption of principal shall at all times leave an Authorized Denomination of the Series 2026 B Bonds Outstanding.

C. **Extraordinary Mandatory Redemption.** The Series 2026 B Bonds are subject to extraordinary mandatory redemption in whole or in part on the earliest possible date at 100% of the principal amount redeemed plus accrued interest from any funds remaining on deposit in the Series 2026 B Bonds Project Fund on _____, 2029, which have been transferred to the Series 2026 B Bonds Redemption Account within the Series 2026 B Bonds Debt Service Fund pursuant to Section 4.03 of this Fifth Supplemental Indenture.

Section 3.02. Notice of Redemption.

A. The Issuer shall give notice to the Trustee of its election to redeem Series 2026 B Bonds pursuant to Section 3.01A hereof. Each such notice shall be given at least 45 days prior to the redemption date of such Bonds, or such fewer number of days as shall be acceptable to the Trustee. Upon receipt of such notice, the Trustee shall give notice in the name of the Issuer of the Issuer's election to redeem such Bonds.

Unless waived by any owner of Series 2026 B Bonds to be redeemed, official notice of any redemption pursuant to Section 3.01A hereof shall be given by the Trustee on behalf of the Issuer by mailing a copy of an official redemption notice to each Registered Owner by first class mail or transmission via electronic means, at least 20 days and not more than 60 days prior to the redemption date; provided, however, that with respect to a mandatory redemption of Series 2026 B Bonds in part pursuant to Section 3.01B hereof or a mandatory extraordinary redemption of Series 2026 B Bonds in part pursuant to Section 3.01C hereof, the period shall be not less than 10 days nor more than 30 days prior to the redemption date. The initial notice of mandatory redemption pursuant to Section 3.01B may initially provide an estimated redemption amount but a confirmatory notice shall be provided when the actual redemption amount is known. Such notice may state that the proposed redemption is conditioned on there being on deposit in the Series 2026 B Bonds Redemption Account within the Series 2026 B Bonds Debt Service Fund on the redemption date an amount of money sufficient to pay the redemption price of all the Series 2026 B Bonds which are to be redeemed on that date.

Following the mailing or transmission of any notice of redemption pursuant to this Section, the Trustee shall promptly notify the Issuer in writing of the principal amount of Series 2026 B Bonds to be redeemed.

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

(1) the redemption date;

(2) the principal amount, or in the case of mandatory redemption in part, an estimate of the principal amount of Series 2026 B Bonds to be redeemed;

(3) the date of issue, interest rate, and maturity date of the Series 2026 B Bond being redeemed;

(4) that on the redemption date the redemption price will become due and payable upon the Series 2026 B Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date;

(5) in the case of mandatory redemption in part, that the principal amount to be redeemed will be the amount determined by the Trustee on the redemption date and may not be equal to the estimated redemption price stated in the notice; and

(6) the place where the Series 2026 B Bonds to be redeemed in full are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Trustee or other Paying Agent.

The failure of any owner of Series 2026 B Bonds to receive notice given as provided in this Section, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Series 2026 B Bonds. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given and shall become effective upon mailing, whether or not any owner receives such notice.

B. If at the time of mailing of any notice of redemption the Issuer shall not have deposited with the Trustee moneys sufficient to redeem all the Series 2026 B Bonds called for redemption, such notice shall state that it is subject to the deposit of such moneys with the Trustee not later than the opening of business on the redemption date and such redemption notice and redemption shall be of no effect unless such moneys are so deposited. If such moneys are not deposited by such date and time, the Trustee promptly shall notify the Owners of all Series 2026 B Bonds called for redemption of such fact. Such failure to redeem shall not constitute a default or Event of Default hereunder.

The failure of any owner of Series 2026 B Bonds to receive notice given as provided in this Section, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Series 2026 B Bonds. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given and shall become effective upon mailing, whether or not any owner receives such notice.

Section 3.03. Deposit of Redemption Price. On or prior to any redemption date, the Issuer shall deposit with the Trustee or with a Paying Agent, an amount of money sufficient to pay the Redemption Price of all the Series 2026 B Bonds which are to be redeemed on that date. Such money shall be transferred to the Series 2026 B Bonds Redemption Account and held in trust for the benefit of the Registered Owners entitled to such Redemption Price and shall not be deemed to be part of the Trust Estate.

Section 3.04. Series 2026 B Bonds Payable on Redemption Date. Notice of redemption having been given as aforesaid, the Series 2026 B Bonds to be redeemed shall, on the redemption date set therefor, become due and payable at the Redemption Price therein specified and from and after such date (unless the Issuer shall fail to deposit the Redemption Price or unless a condition described in a conditional redemption notice was not met) such Series 2026 B Bonds shall cease to bear interest. Upon surrender of any such Series 2026 B Bond for redemption in accordance with said notice, such Series 2026 B Bond shall be paid by the Trustee at the Redemption Price. Installments of interest with a due date on or prior to the redemption date shall be payable to the Registered Owners on the relevant Record Dates according to the terms of such Series 2026 B Bonds.

Upon the payment of the Redemption Price of Series 2026 B Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear or have enclosed identifying information, such as the issue and maturity of the Series 2026 B Bonds being redeemed with the proceeds of such check or other transfer.

If any Series 2026 B Bond called for redemption shall not be so paid upon surrender thereof for redemption, or as otherwise provided in this Article in lieu of surrender, despite sufficient funds being on deposit with the Trustee or other Paying Agent therefore, the principal and premium, if any, shall, until paid, bear interest from the redemption date at the rate prescribed therefor in the Series 2026 B Bonds.

Section 3.05. Partial Redemption of Bonds. There may not be a redemption of Series 2026 B Bonds in part unless the unredeemed portion of any Series 2026 B Bond will be in an

Authorized Denomination. Upon surrender of any Series 2026 B Bond for redemption in part only, the Issuer shall execute, and the Trustee shall register, authenticate and deliver to the Owner thereof a new Series 2026 B Bond in an aggregate principal amount equal to the unredeemed portion of the Series 2026 B Bond surrendered which amount must be an Authorized Denomination.

Redemption of a portion of the principal amount of the Series 2026 B Bonds in part pursuant to optional redemption as provided in Section 3.01A or pursuant to mandatory or extraordinary mandatory redemption in part as provided in Sections 3.01B and 3.01C of this Fifth Supplemental Indenture respectively may be effected by the Trustee making payments directly to the Registered Owner thereof without surrender thereof and the Registered Owner agrees that it will not sell, transfer or otherwise dispose of such Series 2026 B Bond unless prior to delivery thereof such Registered Owner shall present such applicable Series 2026 B Bond to the Trustee for notation thereon of the portion of the principal thereof redeemed or shall surrender such applicable Series 2026 B Bond in exchange for a new Series 2026 B Bond in an amount equal to the unredeemed balance of the principal of the surrendered Series 2026 B Bond.

Section 3.06. Effect of Redemption. If any Series 2026 B Bond is subject by its terms to prior redemption and has been duly called for redemption and notice of the redemption thereof has been duly given as hereinbefore provided and if moneys for the payment of such Series 2026 B Bond at the Redemption Price and the interest to accrue to the redemption date on such Series 2026 B Bond (or the principal amount thereof to be redeemed) are held for the purpose of such payment by the Trustee, then such Series 2026 B Bond (or the principal amount thereof to be redeemed) so called for redemption shall on the redemption date designated in such notice be deemed paid, and interest on such Series 2026 B Bond (or the principal amount thereof to be redeemed), so called for redemption shall cease to accrue. All moneys held by the Trustee or a Paying Agent for the redemption of Series 2026 B Bonds shall be held in trust for the account of the Holders and will be paid to them, respectively, upon presentation and surrender of those Series 2026 B Bonds.

ARTICLE IV

FUNDS AND ACCOUNTS

Section 4.01. Creation and Continuation of Certain Funds and Accounts. The following funds and accounts are hereby created (or continued pursuant to the Original Indenture in the case of the Revenue Fund) and shall be maintained under this Fifth Supplemental Indenture:

A. Series 2026 B Bonds Project Fund;

B. Series 2026 B Bonds Costs of Issuance Fund;

C. Revenue Fund (continued pursuant to the Original Indenture); and

D. Series 2026 B Bonds Debt Service Fund, and therein,

(i) Series 2026 B Bonds Redemption Account.

The above funds and accounts shall be held by the Trustee hereunder separate and apart from all other moneys and funds of the Trustee and the Issuer and, with the exception of the Series 2026 B Bonds Costs of Issuance Fund, such funds and accounts and the moneys and investments on deposit therein or allocated thereto are hereby pledged to the repayment of the Series 2026 B Bonds; provided, however, that the lien on the Revenue Fund is junior and subordinate to the lien thereon in favor of the Series 2021 A Bonds, the Series 2026 A Bonds, any Additional Bonds and any Additional Subordinate Bonds.

For the purposes of internal accounting, the funds and accounts created or maintained pursuant to this Section may contain one or more accounts and sub-accounts, as the Issuer shall direct. The Trustee shall open the above created funds and accounts at such time said funds and accounts are required for purposes of the Indenture.

Section 4.02. Deposit of Bond Proceeds and Other Funds. The initial advance of the cash proceeds of sale of the Series 2026 B Bonds in the amount of $_____ shall be paid by the Purchaser on the Closing Date by certified check or wire transfer in immediately available funds and thereupon deposited by the Trustee on the Closing Date as follows:

(i) to the Series 2026 B Bonds Costs of Issuance Fund: $_____.

The moneys on deposit in the Series 2026 B Bonds Costs of Issuance Fund shall be subject to requisitioning by the Issuer and the Developer for the purpose of paying Costs of Issuance of the Series 2026 B Bonds as provided for the Series 2026 B Bonds Costs of Issuance Fund pursuant to Section 4.04 of this Fifth Supplemental Indenture.

The remaining principal amount and purchase price of the Series 2026 B Bonds in the amount of $_____ shall be subject to requisitioning from time to time by the Issuer and the

Developer in the manner described in Section 4.03 of this Fifth Supplemental Indenture for the purpose of paying or reimbursing Costs of the Project.

Section 4.03. Series 2026 B Bonds Project Fund.

A. The Developer shall, no more than monthly, unless permitted by the Issuer, prepare Project Cost Requisitions for the payment of the Costs of the Project as the same are incurred, which Project Cost Requisitions shall be in the form of **Exhibit C** attached hereto and made a part hereof, and submit the same to the Issuer for approval. Upon receiving a Project Cost Requisition which has been duly executed by the Developer, and which contains supporting invoices and/or statements, or other similar supporting information, including proof of payment by the Developer or an affiliate of the Developer for invoices and/or statements previously paid, the Issuer shall consider the same for approval at its next succeeding meeting in which such item can be placed on the agenda of the Issuer for such meeting.

Any request for information reasonably deemed necessary by the Issuer to approve a payment request for the Costs of the Project shall be made within seven (7) days of receipt of such Project Cost Requisition by the Issuer from the Developer and the Issuer agrees to consider the Requisition for approval at its next succeeding meeting following receipt of requested information in which such item can be placed on the meeting agenda. Notwithstanding the foregoing, the Issuer agrees that approval of a Project Cost Requisition shall not be withheld by the Issuer as long as such Project Cost Requisition is consistent with Second Amended Project Plan No. 2, is supported by satisfactory invoices and/or statements which have been submitted therewith, requests payment or reimbursement of Costs of the Project not theretofore paid or reimbursed and such costs are otherwise allowable expenditures under the Act, Second Amended Project Plan No. 2 and the Indenture. If a dispute arises regarding payment of any Project Cost Requisition, the Developer and the Issuer agree to meet and confer within five (5) Business Days in an effort to resolve such dispute as expeditiously as possible.

If the Issuer has approved a Project Cost Requisition, the Issuer shall then submit such Requisition to the Trustee for payment if evidence of prior payment is not included therewith or alternatively for credit as hereinafter provided if evidence of prior payment is included within two (2) Business Days of such approval. Upon receiving a Project Cost Requisition which has been duly prepared and executed by the Developer and which has been executed by the Issuer, and which has all supporting invoices and evidence of payment of such invoices attached thereto (in the case of Costs of the Project previously paid by the Developer or an affiliate of the Developer), the Trustee shall update the register of advances maintained by the Trustee for the Series 2026 B Bonds to reflect (1) the funding of a corresponding amount of the purchase price and the drawdown of a corresponding amount of the principal of the Series 2026 B Bonds until the par amount of the Series 2026 B Bonds has been fully funded. Alternatively, if the Project Cost Requisition received by the Trustee does not include evidence of payment of all invoices included therewith, the Trustee shall then forward such Project Cost Requisition to the Purchaser for funding. Following its receipt of a Project Cost Requisition for the Costs of the Project from the Trustee which has been executed by the Issuer and the Developer and which has all supporting invoices or other documentation attached thereto, the Purchaser shall transfer the amount necessary to fund such Project Cost Requisition to the Trustee and thereby fund such portion of the purchase price of the Series 2026

B Bonds. Upon receipt of such funds by the Trustee the Trustee shall deposit the same into the Series 2026 B Bonds Project Fund, update the record of advances maintained by it accordingly, and thereupon, within two (2) Business Days of its receipt of such funds from the Purchaser, disburse funds from the Series 2026 B Bonds Project Fund to the payee(s) identified in the Project Cost Requisition, and in the amounts which have been approved for payment by the Issuer, the Developer and the Purchaser. The Record of Advances attached to the Series 2026 B Bonds shall be similarly updated by the Purchaser. However, such Record of Advances shall be for informational purposes only.

B. The Issuer and the Developer may only submit Project Cost Requisitions to the Trustee on or prior to _____, 2029. Any funds remaining in the Series 2026 B Bonds Project Fund on _____, 2029, shall be transferred by the Trustee as directed by the Issuer in an Officer's Certificate filed with the Trustee either: (i) to the Series 2026 B Bonds Redemption Account of the Series 2026 B Bonds Debt Service Fund and thereupon applied by the Trustee to the mandatory extraordinary redemption of Outstanding Series 2026 B Bonds pursuant to Section 3.01C of this Fifth Supplemental Indenture, or (ii) to the Series 2026 B Bonds Debt Service Fund for the payment of interest on the Series 2026 B Bonds.

C. If the Issuer and the Developer determine that all or any portion of the amounts then on deposit in the Series 2026 B Bonds Project Fund are not expected to be expended for purposes of the 2026B Project, then an Authorized Officer of the Issuer shall file an Officer's Certificate with the Trustee to that effect identifying the amounts then on deposit in the Series 2026 B Bonds Project Fund that are not expected to be used for purposes of the 2026B Project. The Trustee, upon receipt of such certificate, shall transfer the amounts identified therein from the Series 2026 B Bonds Project Fund to the Series 2026 B Bonds Debt Service Fund to be used at the option of the Issuer either to redeem principal of the Series 2026 B Bonds pursuant to Section 3.01C of this Fifth Supplemental Indenture or to pay interest on the Series 2026 B Bonds. In making any determination pursuant to this paragraph, the Authorized Officer may conclusively rely upon a certificate of an Independent Financial Consultant or a certificate from an engineer or architect, although such certificate is not required hereunder.

D. Upon the filing of an Officer's Certificate of the Issuer to the effect that the 2026B Project has been completed, the Trustee shall transfer the amount, if any, remaining in the Series 2026 B Bonds Project Fund to the Series 2026 B Bonds Debt Service Fund to be used at the option of the Issuer either to redeem principal of the Series 2026 B Bonds pursuant to Section 3.01C of this Fifth Supplemental Indenture or to pay interest on the Series 2026 B Bonds and the Series 2026 B Bonds Project Fund shall be closed.

Section 4.04. Series 2026 B Bonds Costs of Issuance Fund. The Issuer and the Developer shall submit a Costs of Issuance Requisition in the form of **Exhibit D** attached hereto, with all supporting invoices attached, to the Trustee for payment of the Costs of Issuance of the Series 2026 B Bonds as the same become due and payable. Upon receiving a Costs of Issuance Requisition in the form attached hereto as **Exhibit D** which has been duly prepared and executed by the Issuer and the Developer, and which has all supporting invoices attached thereto, the Trustee shall disburse funds from the Series 2026 B Bonds Costs of Issuance Fund to the parties and in the amounts indicated in the Requisition, within two (2) Business Days following its receipt of such

Costs of Issuance Requisition. Upon the written direction of an Authorized Officer of the Issuer, or if no such written direction has been received within 90 days following the Closing Date, the Trustee shall transfer any moneys remaining in the Series 2026 B Bonds Costs of Issuance Fund to the Series 2026 B Bonds Project Fund. When no amounts remain in the Series 2026 B Bonds Costs of Issuance Fund such Fund shall be closed.

Section 4.05. Series 2026 B Bonds Debt Service Fund.

(i) On each Interest Payment Date, on any date in which an optional redemption or mandatory redemption of the Series 2026 B Bonds is to be effected pursuant to Section 3.01 of this Fifth Supplemental Indenture, and upon the Maturity Date of the Series 2026 B Bonds, the Trustee shall withdraw from the appropriate account of the Series 2026 B Bonds Debt Service Fund and pay to the Bondholders of the Series 2026 B Bonds the principal of and interest on the Series 2026 B Bonds then due and payable.

(ii) Subject to the provisions of paragraph (i) of this Section and the limitations set forth in Section 3.01A and Section 3.01B of this Fifth Supplemental Indenture, available moneys in the Series 2026 B Bonds Debt Service Fund (or any subaccount thereof) shall be applied by the Trustee to the purchase or redemption of the Series 2026 B Bonds. Moneys required to pay the principal or Redemption Price of or interest on the Series 2026 B Bonds under paragraph (i) of this Section shall not be deemed to be available for application as provided in this Section.

(iii) If the Issuer shall determine to provide for the payment of the Series 2026 B Bonds as provided in Section 8.01 of the Original Indenture, amounts on deposit in the Series 2026 B Bonds Debt Service Fund (or any subaccount thereof) for the payment of the principal or Redemption Price of or interest on such bonds shall be paid to the escrow deposit agent for such bonds upon the order of the Issuer.

Section 4.06. Revenue Fund.

A. Pursuant to Section 4.07A of the Original Indenture, all of the Tax Increment Revenues generated in the TIF District shall be deposited upon receipt by the Sheriff of Harrison County into the TIF Fund. All of the Tax Increment Revenues deposited into the TIF Fund shall be transferred by the Sheriff of Harrison County on or before the tenth day of each month (or as soon thereafter as practical) to the Trustee for deposit in the Revenue Fund.

B. Pursuant to Section 4.07B of the Original Indenture and the relevant sections of any Supplemental Indenture entered into in connection with the issuance of Additional Bonds, the Trustee shall transfer Tax Increment Revenues from the Revenue Fund to various funds and accounts created by the Original Indenture and the relevant sections of any Supplemental Indenture entered into in connection with the issuance of Additional Bonds in order to pay the principal, interest, funded reserves and other costs associated with the Series 2021 A Bonds and any Additional Bonds.

C. Any moneys remaining in the Revenue Fund following the transfers required by Section 4.07B of the Original Indenture, as the same was amended pursuant to the Fourth

Supplemental Indenture, and any transfers that may be necessary to pay the principal, interest and other costs associated with the Series 2021 A Bonds and any Additional Bonds are deemed Surplus TIF Revenues as described in Section 4.07C of the Original Indenture, as the same was amended pursuant to the Fourth Supplemental Indenture.

D. Pursuant to Section 4.06D of the Fourth Supplemental Indenture and the relevant sections of any Supplemental Indenture entered into in connection with the issuance of Additional Subordinate Bonds, the Trustee shall transfer Surplus TIF Revenues from the Revenue Fund to various funds and accounts created by the Fourth Supplemental Indenture and the relevant sections of any Supplemental Indenture entered into in connection with the issuance of Additional Subordinate Bonds in order to pay the principal, interest, funded reserves and other costs associated with the Series 2026 A Bonds and any Additional Subordinate Bonds.

E. Following the Closing Date and following the transfers described in Sections 4.06 B, C and D above, on or before each Interest Payment Date, any date on which a mandatory redemption or optional redemption of Series 2026 B Bonds is to be effected, and upon the Maturity Date of the Series 2026 B Bonds, the Trustee shall withdraw from the Revenue Fund and transfer the following amounts to the following funds and accounts in the following order of priority:

(i) To the Series 2026 B Bonds Debt Service Fund, commencing on June 1, 2027, all available Surplus TIF Revenues until an amount sufficient to pay all interest which shall accrue and become due and payable on the Series 2026 B Bonds on the Interest Payment Date within such Bond Year shall have been deposited therein, taking into account any available amounts then on deposit in the Series 2026 B Bonds Debt Service Fund and available to make such payments;

(ii) To the Series 2026 B Bonds Debt Service Fund, the amount necessary, taking into account any available amounts then on deposit in the Series 2026 B Bonds Debt Service Fund, to make the amount in the Series 2026 B Bonds Debt Service Fund, on the Maturity Date or other final payment date of the Series 2026 B Bonds, equal to the remaining principal amount of the Series 2026 B Bonds which has not theretofore been repaid pursuant to optional, mandatory or extraordinary mandatory redemption as described in Section 3.01 of this Fifth Supplemental Indenture, together with all interest on the Series 2026 B Bonds which has accrued and then remains due and payable; provided, however that such funds shall only be accumulated and disbursed in such manner in the final Bond Year in which repayment of principal in full can be effectuated; and

(iii) For so long as the Series 2026 B Bonds remain Outstanding, if on June 1 of each Bond Year Surplus TIF Revenues remain on deposit in the Revenue Fund following the transfer required by subparagraph 4.06E(i) above, commencing on June 1, 2027, such funds shall be transferred in $1,000 increments to the Series 2026 B Bonds Redemption Account of the Series 2026 B Bonds Debt Service Fund for the redemption of principal of the Series 2026 B Bonds as provided in Section 3.01B of this Fifth Supplemental Indenture;

Section 4.07. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of principal of or premium, if any, or interest on the Series 2026 B Bonds or

the date fixed for redemption of any Series 2026 B Bonds shall be a day other than a Business Day, then payment of principal or premium, if any, or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on such Interest Payment Date, the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 4.08. Application of Funds for Retirement of Bonds. If the Issuer shall determine to provide for the payment or redemption of all Outstanding Series 2026 B Bonds, amounts on deposit in any fund or account created by this Fifth Supplemental Indenture, with the exception of the Series 2026 B Bonds Costs of Issuance Fund, shall be transferred to the Series 2026 B Bonds Redemption Account of the Series 2026 B Bonds Debt Service Fund or any escrow agent for the Series 2023 B Property Tax Bonds for the payment of the principal or Redemption Price of or interest on such Series 2026 B Bonds upon authorization thereof by resolution or order of the Issuer.

Section 4.09. Priority of Payments Following Delinquency. If on any date on which the principal or Redemption Price of or interest on any Series 2026 B Bond becomes due, the amounts on deposit in the funds and accounts established or continued pursuant to this Fifth Supplemental Indenture and available for the payment thereof shall not be sufficient to provide for such payments, such shortfall shall not constitute a default or Event of Default pursuant to the terms of the Indenture, including this Fifth Supplemental Indenture, or the Series 2026 B Bonds and amounts held by the Trustee or the Issuer in the Series 2026 B Bonds Debt Service Fund and the Series 2026 B Bonds Redemption Account together with any Surplus TIF Revenues or investment earnings thereon thereafter becoming available for such purpose following the satisfaction of all obligations with respect to the Series 2021 A Bonds, the Series 2026 A Bonds, any Additional Bonds and Additional Subordinate Bonds shall be applied as follows:

FIRST: to the persons entitled thereto of all installments of interest then due on the Series 2026 B Bonds, in the order in which such installments became due and payable and, if the amount available shall not be sufficient to pay in full any particular installment, then first to the payment of such installment, ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference;

SECOND: to the payment to the persons entitled thereto of the unpaid principal of the Series 2026 B Bonds that shall have become due and payable on the Maturity Date, with interest upon the principal amount of such Series 2026 B Bonds from the Maturity Date and, if the amount available shall not be sufficient to pay in full the principal of such Series 2026 B Bonds due and payable on such Maturity Date, together with such interest, then first to the payment of such interest, ratably, according to the amount of interest due on such date, and then to the payment of such principal, ratably, according to the amount of principal due on such date, to the persons entitled thereto, without any discrimination or preference;

THIRD: to the payment of the interest on and the principal of the Series 2026 B Bonds Outstanding as the same become due and payable;

FOURTH: to the payment of any other claims on the Surplus TIF Revenues in their order of priority and as their interests may appear.

Interest will not accrue on delinquent interest but will continue to accrue on delinquent principal at the rate stated herein. Notwithstanding any other provision of this Fifth Supplemental Indenture or contained in the Series 2026 B Bonds, it shall not constitute a default or event of default pursuant to the Indenture, including this Fifth Supplemental Indenture or on the Series 2026 B Bonds if the amount of Surplus TIF Revenues or other funds available pursuant to this Fifth Supplemental Indenture shall be insufficient to pay the principal of or interest on the Series 2026 B Bonds in full or in part on any Interest Payment Date or upon the Maturity Date of the Series 2026 B Bonds. The total amount of delinquent interest that may accrue and become due and payable on the Series 2026 B Bonds during the term of such Series 2026 B Bonds may not exceed the sum of _____ and 00/100 Dollars ($_____) and the Owners as well as the Trustee on behalf of such Owners agree that any accrued interest in excess of such sum shall be waived and discharged and not be due and payable.

ARTICLE V

DEFAULTS AND REMEDIES

Section 5.01. Events of Default. Each of the following shall be an "Event of Default" under this Fifth Supplemental Indenture:

(a) Failure to pay the principal of, or the premium, if any, or interest on any of the Series 2026 B Bonds when the same shall become due and payable at maturity, upon mandatory redemption, extraordinary mandatory redemption or on an Interest Payment Date but **ONLY** under circumstances in which Surplus TIF Revenues or other legally available funds are on deposit with the Trustee in the appropriate fund or account established or continued pursuant to this Fifth Supplemental Indenture and available on the applicable payment date therefore; or

(b) Failure by the Issuer to perform any of its covenants, conditions, agreements and provisions contained in the Series 2026 B Bonds or in the Indenture other than as specified in (a) above, and such failure shall continue beyond the period, and after the notice, specified in Section 5.02 hereof;

Section 5.02. Notice of Default; Opportunity to Cure Such Default. No default under Subsection 5.01(b) hereof shall constitute an Event of Default until actual notice of such default shall be given to the Issuer by the Trustee or by the Owners of not less than a majority in aggregate principal amount of all Series 2026 B Bonds Outstanding which are impacted thereby and until the Issuer shall have had 60 days after receipt of such notice to correct such default, and shall not have corrected it; provided, however, if said default be such that it cannot be corrected within such 60 day period, it shall not constitute an Event of Default if corrective action is instituted by the Issuer within a commercially reasonable period of time after having received such notice and diligently pursued in good faith.

In the event that any payment referred to in Subsection 5.01(a) is not timely made, the Trustee shall immediately notify the Issuer by telephone that such payment has not been made and shall confirm such notice in writing.

Section 5.03. Enforcement of Remedies Upon Event of Default. Notwithstanding the provisions of Section 5.01 hereof, a default or Event of Default under Section 5.01 hereof with respect to the Series 2026 B Bonds only shall not constitute an Event of Default with respect to the Bonds and Subordinate Bonds then Outstanding. In exercising any rights or remedies hereunder upon an Event of Default, the Trustee acting on behalf of the Owners of the Series 2026 B Bonds, or the Owners acting in their own right as herein described, shall have no right or ability and shall not disturb or prejudice the rights and remedies of the Owners of the Bonds and Subordinate Bonds then Outstanding as set forth in the Original Indenture, the Supplemental Indentures pursuant to which such Bonds or Subordinate Bonds are issued and in such Bonds and Subordinate Bonds.

An Event of Default hereunder with respect to the Series 2026 B Bonds or this Fifth Supplemental Indenture shall not constitute an Event of Default on the Bonds, the Subordinate

Bonds, the Original Indenture or any Supplemental Indenture pursuant to which any Additional Bonds or Subordinate Bonds may have been issued from time to time. An Event of Default on the Bonds and Subordinate Bonds then Outstanding shall not constitute an Event of Default with respect to the Series 2026 B Bonds or this Fifth Supplemental Indenture.

If there shall at any time be an Event of Default with respect to either the Bonds or Subordinate Bonds and the Series 2026 B Bonds, the Trustee acting on behalf of the Owners of the Bonds or Subordinate Bonds, as applicable, or the Owners of the Bonds or Subordinate Bonds, as applicable, acting in their own right, shall have the right to control and direct the administration of remedies as set forth in the Indenture and applicable Supplemental Indenture on behalf of the Owners of both the Bonds or Subordinate Bonds, as applicable, and the Series 2026 B Bonds (except with respect to the funds and accounts created exclusively for the Series 2026 B Bonds, of which the Trustee, or the Owners of the Series 2026 B Bonds acting in their own right as herein described, shall have exclusive control).

Section 5.04. Waiver and Rescission of Default. If, after the Trustee has begun to institute remedies in connection with an Event of Default, all arrears and other sums payable under this Fifth Supplemental Indenture shall have been paid by or on behalf of the Issuer, and the Issuer also shall have performed all other things in respect of which it may have been in default hereunder, and shall have paid the reasonable charges of the Trustee, its counsel and the Owners of the Series 2026 B Bonds, including reasonable attorney fees paid or incurred, then and in every such case, the Owners of not less than a majority in aggregate principal amount of Series 2026 B Bonds then Outstanding may, by written notice to the Issuer and to the Trustee, waive such default and rescind and annul its consequences, and such waiver shall be binding upon the Trustee and upon all Owners of the Series 2026 B Bonds; but no such waiver, rescission and annulment shall extend to or affect any subsequent default or impair any right or remedy consequent thereon.

Section 5.05. Powers of Trustee. Upon the happening and continuance of any Event of Default, then and in every such case, except as otherwise provided herein, the Trustee may, and upon the written request of the Owners of not less than a majority in aggregate principal amount of the Series 2026 B Bonds then Outstanding hereunder and impacted thereby, shall proceed, subject to the provisions of Article VI of the Original Indenture, to protect and enforce its rights and the rights of the Owners under the laws of the State and under this Fifth Supplemental Indenture by such suits, actions or special proceedings in equity or law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant, condition or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce such rights. The Trustee may maintain any proceedings without the possession of any of the Series 2026 B Bonds or the production thereof in connection with said proceeding.

If any proceeding taken by the Trustee on account of any Event of Default is discontinued or abandoned for any reason, or determined adversely to the Trustee, then and in every case the Issuer, the Trustee and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as though no such proceeding had been taken.

Section 5.06. Limitations on Owners. No Bondholder shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust hereunder, or any other remedy hereunder or on the Series 2026 B Bonds, unless:

(a) Such Bondholder previously shall have given to the Trustee written notice of an Event of Default on account of which such proceeding is to be instituted;

(b) The Owners of not less than a majority in aggregate principal amount of the Series 2026 B Bonds then Outstanding and impacted thereby shall have made written request of the Trustee, after the right to exercise such powers or rights of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers hereinabove granted or to institute such action, suit or proceeding in its or their name;

(c) There shall have been offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby; and

(d) The Trustee shall have refused or neglected to comply with such request within a reasonable time.

Such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Fifth Supplemental Indenture or to any other remedy hereunder; it being understood and intended that no Owner shall have any right in any manner whatever by their action to affect, disturb or prejudice the security of this Fifth Supplemental Indenture, or to enforce any right hereunder or under the Series 2026 B Bonds, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of all Owners of Outstanding Series 2026 B Bonds affected thereby, subject to the provisions of the Indenture.

Section 5.07. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or the Owners of the Series 2026 B Bonds is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Notwithstanding any other term or provision contained in this Fifth Supplemental Indenture or in the Series 2026 B Bonds, the principal amount of the Series 2026 B Bonds shall **NOT** be subject to acceleration due to the occurrence of an Event of Default under the terms of this Fifth Supplemental Indenture or otherwise.

Section 5.08. Delay or Omission of Trustee. No delay or omission of the Trustee or of any Owner of the Series 2026 B Bonds to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein; and every power and remedy given by this Article V to the Trustee and to the Owners of the Series 2026 B Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 5.09. Severability of Remedies. It is the purpose and intention of this Article V to provide rights and remedies to the Trustee and Owners which may be lawfully granted under the provisions of the Act, but, should any right or remedy herein granted be held to be unlawful, the Trustee and the Owners shall be entitled, as above set forth, to every other right and remedy provided in this Fifth Supplemental Indenture.

ARTICLE VI

NOTICES, CONSENTS AND OTHER ACTS

Section 6.01. Notices. Except as otherwise provided herein, it shall be sufficient service of any notice, request, demand, authorization, direction, consent, waiver or other paper required or permitted by this Fifth Supplemental Indenture to be made, given or furnished to or filed with the following entities upon receipt by such entity, if the same shall be delivered in person or duly mailed by registered or certified mail, postage prepaid, return receipt requested, at the following addresses:

(a) To the Issuer at:

The County Commission of Harrison County
Harrison County Courthouse
243 High Street
Morgantown, West Virginia 26505
Attention: County Administrator

(b) To the Trustee at:

Wesbanco Bank, Inc.
One Bank Plaza
Wheeling, West Virginia 26003
Attention: Corporate Trust Department

(c) To the Purchaser at:

High Tech Corridor Development, LLC
600 White Oaks Boulevard
Bridgeport, WV 26330
Attn: Manager

A copy of the form of any notice from the Trustee to the Bondholders shall be given by the Trustee to the Issuer.

If, because of the temporary or permanent suspension of mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such delivery of notice in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient notice.

Notice to Bondholders shall be given by first class mail at the address of the Bondholders as shown on the Bond Register maintained by the Trustee, and neither the failure to receive such notice, nor any defect in any notice so mailed, shall affect the sufficiency of such notice. Where this Fifth Supplemental Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such

waiver shall be the equivalent of such notice. Waivers of notice by the Bondholders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Limitation of Liability of Issuer. The Issuer shall not incur any responsibility in respect of the Series 2026 B Bonds or this Fifth Supplemental Indenture other than in connection with the duties or obligations explicitly herein or in the Series 2026 B Bonds assigned to or imposed upon it. The Issuer shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Series 2026 B Bonds, or as to the existence of a default or event of default thereunder.

No provision of this Fifth Supplemental Indenture, the Series 2026 B Bonds, or any agreement, document, instrument or certificate executed, delivered or approved in connection with the issuance, sale, delivery or administration of the Series 2026 B Bonds (the "Bond Documents") shall require the Issuer to expend or risk its own general funds, the obligations and liabilities of the Issuer hereunder being payable solely from the Surplus TIF Revenues and other property pledged hereunder. Anything to the contrary in this Fifth Supplemental Indenture notwithstanding, the Issuer shall not have any expense, financial liability or financial obligation of any kind in connection with the Series 2026 B Bonds except from the Trust Estate pledged by the Indenture or as shall be reimbursed from Series 2026 B Bond proceeds.

Neither the Bondholders nor any other person shall have any claim against the Issuer or any officer, official, agent or employee of the Issuer for damages suffered as a result of the Issuer's failure to perform in any respect any covenant, undertaking or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking representation or covenant of the Issuer, such as the payment of debt service on the Bonds, that is properly payable pursuant to the Act, and in accordance with the Bond Documents and any such liability shall be limited to funds available from the Trust Estate and Surplus TIF Revenues.

In order to perform its duties and obligations hereunder, the Issuer may employ such agents as it deems necessary or advisable.

Section 7.02. Benefits of Fifth Supplemental Indenture Limited to Parties. Nothing in this Fifth Supplemental Indenture, expressed or implied, is intended to give to any person other than the Issuer, the Trustee and the Bondholders any right, remedy or claim under or by reason of this Fifth Supplemental Indenture. Any covenants, stipulations, promises or agreements in this Fifth Supplemental Indenture contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Bondholders and the Trustee.

Section 7.03. Waiver of Personal Liability. No officer, official, agent or employee of the Issuer shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Series 2026 B Bonds; but nothing herein contained shall relieve any such officer, official, agent or employee from the performance of any official duty provided by law.

Section 7.04. Intention as to Seal and Contract. It is intended that this Fifth Supplemental Indenture, when signed on behalf of the Issuer and the Trustee and duly delivered between them, shall constitute a contractual obligation under seal under the laws of the State of West Virginia with force and effect as an agreement and indenture of trust.

Section 7.05. Applicable Law. This Fifth Supplemental Indenture shall be governed by and enforced in accordance with the laws of the State of West Virginia applicable to contracts made and performed in the State of West Virginia. Any judicial proceeding arising out of or relating to this Fifth Supplemental Indenture (including any declaratory judgments) shall be filed exclusively in the State and Federal courts located in West Virginia, and each party hereby consents to, and will submit to, the personal and subject matter jurisdiction of such courts in any proceeding to enforce any of its obligations under this Fifth Supplemental Indenture and shall not contend that any such court is an improper or inconvenient venue. The foregoing shall not limit the right of any party to obtain execution of judgment in any other jurisdiction.

Section 7.06. Conflict with Act. In the event of a conflict between any provision of this Fifth Supplemental Indenture with any provision of the Act as in effect on the date hereof, the provision of the Act shall prevail over the conflicting provision of this Fifth Supplemental Indenture.

Section 7.07. Counterparts. This Fifth Supplemental Indenture may be executed in counterparts, each of which shall be deemed an original.

Section 7.08. Copies of Administrative Expense Requisition. Copies of any Administrative Expense Requisition submitted by the Issuer to the Trustee in accordance with the Indenture shall be provided to the Developer.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Fifth Supplemental Indenture to be executed as of the date first provided above.

THE COUNTY COMMISSION OF
HARRISON COUNTY

[SEAL]

By: _____
Its President

Attest:

By:_____
Its County Clerk

WESBANCO BANK, INC., as Trustee

[SEAL]

By: _____
Its Authorized Officer

Attest:

By:_____
Its _____

EXHIBIT A

FORM OF SERIES 2026 B BONDS

THIS BOND IS REGISTERED WITH THE TRUSTEE, WESBANCO BANK, INC., AND IS NOT REGISTERED WITH THE DEPOSITORY TRUST COMPANY, AND ANY REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT SHOULD BE SUBMITTED TO THE TRUSTEE, WESBANCO BANK, INC.

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS OR ANY OTHER APPLICABLE SECURITIES LAWS. NEITHER THIS BOND NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THE HOLDER OF THIS BOND BY ITS ACCEPTANCE HEREOF AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY ONLY (A) TO THE ISSUER, (B) PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), TO A PERSON THE HOLDER REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT TO AN "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501 UNDER THE SECURITIES ACT THAT IS ACQUIRING THE BOND FOR ITS OWN ACCOUNT, OR FOR THE ACCOUNT OF SUCH AN "ACCREDITED INVESTOR," FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO, OR FOR OFFER OR SALE IN CONNECTION WITH, ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, OR (D) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND UPON RECEIPT BY THE ISSUER AND THE TRUSTEE OF AN INVESTMENT LETTER SUBSTANTIALLY IN THE FORM ATTACHED TO THE THIRD SUPPLEMENTAL INDENTURE OF TRUST AS EXHIBIT B FROM SUCH TRANSFEREE AND UPON THE RECEIPT OF SUCH OTHER DOCUMENTS, CERTIFICATES AND OPINIONS AS MAY BE REASONABLY REQUESTED BY THE ISSUER OR THE TRUSTEE PRIOR TO ANY SUCH TRANSFER. THE REGISTERED OWNER OF THIS BOND ALSO AGREES THAT ALL OWNERS MUST AT ALL TIMES HOLD AN AUTHORIZED DENOMINATION OF THE SERIES 2026 B BONDS WHICH AUTHORIZED DENOMINATIONS EQUAL $100,000 OR ANY $1 INCREMENT IN EXCESS THEREOF, AND THE OWNERS AGREE TO TRANSFER NO INTEREST IN THE SERIES 2026 B BONDS WHICH WOULD CAUSE A VIOLATION OF SUCH REQUIREMENT. THE HOLDER OF THIS SECURITY BY ITS ACCEPTANCE HEREOF AGREES THAT IT WILL COMPLY WITH THE FOREGOING RESTRICTIONS.

UNITED STATES OF AMERICA

THE COUNTY COMMISSION OF HARRISON COUNTY
JUNIOR SUBORDINATE TAX INCREMENT REVENUE AND IMPROVEMENT BONDS
SERIES 2026 B (TAXABLE)
(DEVELOPMENT DISTRICT NO. 3 – WHITE OAKS)

Bond No.	Bond Date	Interest Rate (Per Annum)	Maturity Date
BR-1	_____, 2026	_____%	June 1, 2037

Registered Owner: HIGH TECH CORRIDOR DEVELOPMENT, LLC

Principal Sum: _____
AND 00/100 DOLLARS ($_____.00)

THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA, a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia (the "Issuer"), for value received, hereby promises to pay, but solely from the Surplus TIF Revenues and other components of the Trust Estate (both as defined in the hereinafter defined Fifth Supplemental Indenture) which are pledged to the repayment of the above captioned Bonds (the "Bonds") pursuant to the terms of the Fifth Supplemental Indenture and the Act (as hereinafter defined), to the Registered Owner named above, or registered assigns or legal representatives upon the presentation and surrender hereof at the designated office of the Trustee (except as otherwise provided in the Indenture (as hereinafter defined) with respect to redemptions in part), by a certified or bank cashier's check, the Principal Amount stated above, or such lesser amount of the par amount and purchase price of this Bond as shall be advanced or otherwise funded by the Registered Owner hereof to or upon the order of the Issuer from time to time as indicated in the official register of advances maintained by the Trustee (with the Registered Owner also updating the Record of Advances attached hereto as EXHIBIT A with each such advance but the register maintained by the Trustee being the final dispositive record), on the Maturity Date stated above (or earlier as hereinafter referred to), with interest accruing only on the principal amount of the Bonds advanced to or upon the order of the Issuer, or otherwise funded as provided in the Fifth Supplemental Indenture and herein, as indicated in the official register of advances maintained by the Trustee and only from the date of each such advance/funding at the Interest Rate shown above until said Principal Sum is paid, payable on June 1 of each year (each an "Interest Payment Date"), commencing June 1, 2027. The Principal Sum of this Bond, together with all accrued interest not theretofore paid, shall be payable in full on the Maturity Date stated above, but such Principal Sum shall be subject to optional, mandatory and extraordinary mandatory redemption as hereinafter described. All capitalized terms used herein but not defined herein shall have the meanings as provided in the Indenture of Trust (the "Original Indenture"), dated as of July 28, 2023, by and between the Issuer and WesBanco Bank, Inc., Wheeling, West Virginia, as bond trustee (the "Trustee"), the Second Supplemental Indenture of Trust (the "Second Supplemental Indenture"),

dated as of _____, 2026, by and between the Issuer and the Trustee, and in the Fifth Supplemental Indenture of Trust (the "Fifth Supplemental Indenture"; the Original Indenture as amended and supplemented from time to time, including by the Second Supplemental Indenture and the Fifth Supplemental Indenture, is hereinafter referred to as the "Indenture"), dated as of _____, 2026, by and between the Issuer and the Trustee.

The principal of and interest on this Bond shall be payable in any coin or currency of the United States of America, which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The principal of this Bond, together with the accrued interest thereon not theretofore repaid, which remains due and payable on the Maturity Date or upon any date of redemption in full, shall be payable by check or draft to the Registered Owner at the Maturity Date or date of redemption in full upon presentation and surrender of this Bond at the principal corporate trust office of Trustee in Wheeling, West Virginia. With respect to optional, mandatory, or extraordinary mandatory redemption of principal in part as provided for in Section 3.01of the Fifth Supplemental Indenture, the Trustee shall make the principal payment, solely from the Trust Estate which is pledged by the Fifth Supplemental Indenture, directly to the Registered Owner and the Trustee shall update its records to reflect the remaining principal balance due and owing on such Bonds without the necessity of the Registered Owner tendering such Bonds to the principal corporate trust office of the Trustee for payment and issuance of a new Bond or Bonds.

The interest payable on this Bond on any Interest Payment Date shall be paid by the Trustee to the Registered Owner of this Bond appearing on the bond register maintained by the Trustee at the close of business on the Record Date for such Interest Payment Date, which date shall be the 15th day (whether or not a business day) of the calendar month next preceding such Interest Payment Date; and to any Registered Owner of $1,000,000 or more in aggregate principal amount of the Bonds as of the commencement of business of the Trustee on the Record Date for a particular Interest Payment Date who so elects, by wire transfer of funds to such wire transfer address within the continental United States as such Registered Owner shall have furnished to the Trustee in writing not less than five days prior to such Record Date and upon compliance with the reasonable requirements of the Trustee; provided, however, that, if and to the extent the Issuer shall be delinquent in the payment or provision for payment of interest on the Bonds on any Interest Payment Date, such delinquent interest shall cease to be payable to the person who was the holder of such Bond as of the Record Date. Whenever moneys become available for the payment of such delinquent interest, the Trustee shall establish a Special Record Date for the payment of such delinquent interest, which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment, and the Trustee shall cause notice of the proposed payment and of such Special Record Date to be mailed by first class mail, postage prepaid, to each Registered Owner at his address as it appears on the Bond Register not less than 10 days prior to such Special Record Date. Such notice having been so mailed, the delinquent interest shall be payable to the persons who are the Registered Owners of the Bonds at the close of business on such Special Record Date. Interest will not accrue on delinquent interest.

The Maturity Date of this Bond shall initially be June 1, 2042. However, if Bond Counsel delivers the Bond Counsel Maturity Opinion to the Issuer and Trustee, the Maturity Date of this Bond shall thereafter be June 1, 2056. If the Maturity Date becomes June 1, 2056, the Issuer shall thereafter, as soon as reasonably practicable, execute and deliver to the Trustee a replacement

Bond, which shall be identical to the originally delivered Bond with the exception that June 1, 2056 will be indicated as the Maturity Date on the certificate and the dated/delivery date will be appropriately adjusted for the timing of the replacement Bond. Upon receipt, the Trustee shall authenticate the replacement Bond, register the Purchaser or other appropriate party as the Registered Owner in the Bond Register and deliver such Bond upon the order of the Registered Owner. The Trustee shall thereupon cancel the originally delivered Bond in accordance with its procedures.

Any shortfall in available Surplus TIF Revenues, funds on deposit from time to time in the Revenue Fund or Series 2026 B Bonds Debt Service Fund to pay the interest on this Bond on any Interest Payment Date or the principal of and accrued interest on this Bond on the Maturity Date, Original Termination Date, or Termination Date, as applicable, shall not constitute a default or Event of Default on this Bond or pursuant to the Indenture.

Notwithstanding any other provision contained in the Indenture or in this Bond, delinquent interest shall not accrue on the Bonds in excess of the sum of $_____, such interest shall be capped at such amount and any interest which accrues on the Bonds in excess of such amount shall be considered discharged and no longer due and payable.

The Principal Amount of the Bonds shall not be subject to acceleration, provided that nothing herein shall in any way prohibit the prepayment, redemption or defeasance of the Bonds prior to the maturity thereof.

The principal of, premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. If any payment of the principal or redemption price of or interest on this Bond shall be due on a day other than a Business Day (as defined in the Indenture), such payment shall be made on the next Business Day with like effect as if made on the originally scheduled date. As provided in the Act and the Bond Order (defined herein), the Bonds are special, limited obligations of the Issuer, payable solely from and secured solely by the Trust Estate specified herein. Neither the Bonds nor the interest thereon shall ever constitute an indebtedness of the Issuer within the meaning of any constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Issuer. Moreover, neither the Bonds nor the interest thereon shall constitute a charge against the general credit or taxing power of the Issuer.

Pursuant to Section 2.06 of the Fifth Supplemental Indenture, the Holders of the Bonds and the Trustee on behalf of such Holders hereby agree that any principal of and interest on the Bonds which remains due and payable following the Termination Date of the TIF District shall be waived by the Holders and the Trustee and such Holders and Trustee agree that such Bonds shall thereupon be considered legally discharged, satisfied and cancelled. In certain circumstances which are described in Section 2.06 of the Fifth Supplemental Indenture the Original Termination Date rather than the Termination Date of the TIF District shall be applicable and in such event the Holders of the Bonds and the Trustee on behalf of such Holders hereby agree that any principal of and interest on the Bonds which remains due and payable following the Original Termination Date of the TIF

District shall be waived by the Holders and the Trustee and such Holders and Trustee agree that such Bonds shall thereupon be considered legally discharged, satisfied and cancelled.

1. Indenture. This Bond is one of a duly authorized series of bonds of the Issuer designated "The County Commission of Harrison County Junior Subordinate Tax Increment Revenue Bonds, Series 2026 B (Taxable) (Development District No. 4- University Town Centre)", issued in the aggregate principal amount of Seventeen Million Three Hundred Eighty Two Thousand and 00/100 Dollars ($17,382,000) (the "Bonds"), duly issued by the Issuer under and pursuant to (i) the West Virginia Tax Increment Financing Act, Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended (the "Act"), (ii) certain proceedings of the Issuer, including a Bond Authorizing Resolution and Order entered by the Issuer on July 15, 2026 (the "Order"), (iii) the Original Indenture, and (iv) the Fifth Supplemental Indenture. The terms of the Bonds include those stated in the Indenture, and the Bonds are subject to all such terms.

Reference is made hereby to the Indenture for a description of the funds and accounts, revenues and property pledged thereunder, the nature and extent of the security created or to be created, and the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Trustee and the owners of the Bonds. By the acceptance of this Bond, the owner hereof assents to all of the provisions of the Indenture. Certified copies of the Indenture are on file at the office of the Trustee in Wheeling, West Virginia, and the office of the Issuer in Morgantown, West Virginia.

2. Trust Estate; Surplus TIF Revenues. In the Fifth Supplemental Indenture, the Issuer has covenanted to pay the principal of, and interest on, the Bonds solely from the Trust Estate, which includes all right title and interest of the Issuer in and to the Surplus TIF Revenues generated in Development District No. 4- University Town Centre (the "TIF District") which are deposited from time to time in the TIF Fund created for the TIF District and in the Revenue Fund held by the Trustee under the terms of the Fifth Supplemental Indenture, together with any earnings thereon and all moneys and securities (except in the Series 2026 B Bonds Costs of Issuance Fund) from time to time held by the Trustee and created pursuant to the terms of the Fifth Supplemental Indenture; provided, that the pledge and security interest in the Surplus TIF Revenues deposited from time to time in the TIF Fund and the Revenue Fund shall be junior and subordinate to the security interest therein in favor of the Series 2021 A Bonds, the Series 2026 A Bonds, any Additional Bonds or Additional Subordinate Bonds. The principal of the Bonds and the interest thereon are also secured by a statutory lien created by the Act in and to the Tax Increment Revenues deposited from time to time in the TIF Fund, which lien is subordinate to the lien granted in favor of the Series 2021 A Bonds, Series 2026 A Bonds, any Additional Bonds and Additional Subordinate Bonds.

THE ISSUER HAS ISSUED THE FOLLOWING OBLIGATIONS WHICH SHALL BE SENIOR AND PRIOR IN ALL RESPECTS AS TO LIEN ON, SOURCE OF AND SECURITY FOR PAYMENT FROM THE TAX INCREMENT REVENUES AND THE FUNDS ON DEPOSIT IN THE TIF FUND AND THE REVENUE FUND:

(i) The County Commission of Harrison County Senior Tax Increment Revenue, Refunding and Improvement Bonds, Series 2023 A (Development District No. 4- University Town Centre), dated July 28, 2023, issued in the original aggregate principal amount of $53,040,000 (the "Series 2021 A Bonds"); and

(ii) The County Commission of Harrison County Subordinate Tax Increment Revenue Bonds, Series 2026 A (Development District No. 4 – University Town Centre), dated July 28, 2023, issued in the original aggregate principal amount of $15,210,000 (the "Series 2026 A Bonds")

3. Authorized Denominations. The Bonds are issued in the Authorized Denominations of $100,000 and any $0.01 increment in excess thereof.

4. Redemption. The Bonds at the time outstanding are subject to redemption prior to their respective maturities as follows:

Optional Redemption. The Bonds are subject to redemption prior to maturity, at the option of the Issuer, as a whole or in part at any time, at the Redemption Price of 100% of the principal amount redeemed, plus interest accrued thereon to the date set for redemption. All optional redemptions pursuant to this section must be in $1,000 increments with the Bonds being redeemed as directed by the Issuer; provided that, unless all of the remaining principal of the Bonds is being paid in full, such optional redemptions of principal shall at all times leave an Authorized Denomination of the Bonds Outstanding.

Mandatory Redemption. The Bonds are subject to mandatory redemption and payment prior to maturity at a Redemption Price equal to 100% of the principal amount thereof then being redeemed plus accrued interest thereon on June 1 (or on such subsequent date as would permit the notice of redemption required by Section 3.03 of the Fifth Supplemental Indenture to be given unless such notice is waived by the Bondholder) of each Bond Year, commencing June 1, 2027, from funds transferred from the Revenue Fund to the Series 2026 B Bonds Redemption Account of the Series 2026 B Bonds Debt Service Fund for the redemption of Bonds in accordance with Sections 4.05(ii) and 4.06E(iii) of the Fifth Supplemental Indenture. Such redemptions shall be effected equally and proportionately with respect to the Bonds. Unless all of the remaining principal of the Bonds is being paid in full, such redemption of principal shall at all times leave an Authorized Denomination of the Bonds Outstanding.

Extraordinary Mandatory Redemption. The Bonds are subject to extraordinary mandatory redemption in whole or in part on the earliest possible date at 100% of the principal amount redeemed plus accrued interest from any funds remaining on deposit in the Series 2026 B Bonds Project Fund on September 10, 2029, which have been transferred to the Series 2026 B Bonds Redemption Account within the Series 2026 B Bonds Debt Service Fund pursuant to Section 4.03 of the Fifth Supplemental Indenture.

Partial Redemption. There may not be a redemption of Bonds in part unless the unredeemed portion of any Bond will be in an Authorized Denomination. Upon surrender of any Bond for redemption in part only, the Issuer shall execute, and the Trustee shall register, authenticate and deliver to the Owner thereof a new Bond or Bonds of Authorized Denominations, in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered. With respect to Bonds which are subject to mandatory or optional redemption in part as provided for in Section 3.01 of the Fifth Supplemental Indenture, the Trustee shall make the principal payment

directly to the Registered Owner and update its records to reflect the remaining principal balance due and owing on such Bonds without the necessity of the Registered Owner tendering such Bond to the principal corporate trust office of the Trustee for payment and issuance of a new Bond or Bonds.

Notice of Redemption. The Issuer shall give notice to the Trustee of its election to redeem Bonds pursuant to Section 3.01A of the Fifth Supplemental Indenture. Each such notice shall be given at least 45 days prior to the redemption date of such Bonds, or such fewer number of days as shall be acceptable to the Trustee. Upon receipt of such notice, the Trustee shall give notice in the name of the Issuer of the Issuer's election to redeem such Bonds.

Unless waived by any owner of Bonds to be redeemed, official notice of any redemption pursuant to Section 3.01A hereof shall be given by the Trustee on behalf of the Issuer by mailing a copy of an official redemption notice to each Registered Owner by first class mail or transmission via electronic means, at least 20 days and not more than 60 days prior to the redemption date; provided, however, that with respect to a mandatory redemption of Bonds in part pursuant to Section 3.01B of the Fifth Supplemental Indenture or a mandatory extraordinary redemption of Bonds in part pursuant to Section 3.01C of the Fifth Supplemental Indenture, the period shall be not less than 10 days nor more than 30 days prior to the redemption date. The initial notice of mandatory redemption pursuant to Section 3.01B may initially provide an estimated redemption amount but a confirmatory notice shall be provided when the actual redemption amount is known. Such notice may state that the proposed redemption is conditioned on there being on deposit in the Series 2026 B Bonds Redemption Account within the Series 2026 B Bonds Debt Service Fund on the redemption date an amount of money sufficient to pay the redemption price of all the Bonds which are to be redeemed on that date.

Following the mailing or transmission of any notice of redemption pursuant to this Section, the Trustee shall promptly notify the Issuer in writing of the principal amount of Bonds to be redeemed.

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

(1) the redemption date;

(2) the principal amount, or in the case of mandatory redemption in part, an estimate of the principal amount of Series 2026 B Bonds to be redeemed;

(3) the principal amount, or in the case of mandatory redemption in part, an estimate of the principal amount of Bonds to be redeemed;

(4) that on the redemption date the redemption price will become due and payable upon the Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date;

(5) in the case of mandatory redemption in part, that the principal amount to be redeemed will be the amount determined by the Trustee on the redemption date and may not be equal to the estimated redemption price stated in the notice; and

(6) the place where the Bonds to be redeemed in full are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Trustee or other Paying Agent.

The failure of any owner of Bonds to receive notice given as provided in this Section, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bonds. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given and shall become effective upon mailing, whether or not any owner receives such notice.

5. Defeasance. The Indenture prescribes the manner in which it may be discharged and provides that Bonds shall be deemed to be paid if moneys or certain Defeasance Obligations (as defined in the Indenture), the principal of and premium, if any, and interest on which, when due, will be sufficient to pay the principal or redemption price of and interest on such Bonds to the date of maturity or redemption thereof, shall have been deposited with the Trustee or other paying agent.

6. Additional Bonds; Subordinate Bonds and Junior Subordinate Bonds. Sections 2.08 and 2.09 of the Original Indenture, Section 2.08 of the Second Supplemental Indenture and Section 2.07 of the Fifth Supplemental Indenture provide for the issuance of Additional Bonds, Additional Subordinate Bonds and Junior Subordinate Bonds in certain circumstances. Reference is made to such provisions of the Original Indenture, the Second Supplemental Indenture and the Fifth Supplemental Indenture for the terms and conditions in which such additional obligations can be issued by the Issuer.

7. Persons Deemed Owners; Restrictions upon Actions by Individual Holders. The Issuer and the Trustee may deem and treat the person in whose name this Bond is registered as the absolute owner hereof (whether or not this Bond shall be overdue and notwithstanding any notation of ownership or other writing hereon made by anyone other than the Issuer or the Trustee) for the purpose of receiving payment of or on account of the principal, interest or redemption price of this Bond, and for all other purposes except as otherwise provided herein with respect to the payment of principal and interest on this Bond, and neither the Issuer nor the Trustee shall be affected by any notice to the contrary. All such payments so made to any such registered owner, or upon his order, shall be valid and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for moneys payable under this Bond.

The registered owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

8. Transfer and Exchange. This Bond may be exchanged for an equal aggregate principal amount of Bonds of other authorized denominations, and the transfer of this Bond may be registered, upon presentation and surrender of this Bond at the designated office of the Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner hereof or such owner's attorney or legal representative. The Issuer and the Trustee may require the person requesting any such exchange or transfer to reimburse them for any tax or other governmental charge payable in connection therewith and for their reasonable expenses.

9. Modifications. Modifications or alterations of the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

10. Negotiability. As declared by the Act, this Bond shall be and be deemed to be for all purposes a negotiable instrument subject only to the provisions for registration and registration of transfer stated herein.

11. Governing Law. This Bond shall be governed by and construed in accordance with the laws of the State of West Virginia.

12. Notices. Except as otherwise provided in the Indenture and this Bond, when the Trustee is required to give notice to the owner of this Bond, such notice shall be mailed by first-class certified mail, return receipt requested, to the registered owner of this Bond at such owner's address as it appears on the registration books maintained by the Trustee. Any notice mailed as provided herein will be conclusively presumed to have been given, whether or not actually received by the addressee.

13. Due Procedure. All acts, conditions and things required by the Constitution and laws of the State of West Virginia and the rules and regulations of the Issuer to happen, exist and be performed precedent to and in the issuance of this Bond and the execution and delivery of the Indenture have happened, exist and have been performed as so required.

14. No Personal Liability. No recourse shall be had for the payment of the principal or redemption price of and interest on this Bond or for any claims based thereon or on the Indenture against any member or other officer of the Issuer or any person executing this Bond, all such liability, if any, being expressly waived and released by the registered owner of this Bond by the acceptance of this Bond.

15. Special, Limited Obligation. As provided in the Act and the Bond Order, this Bond is a special, limited obligation of the Issuer payable solely from and secured solely by the Trust Estate specified herein. Neither this Bond nor the interest hereon shall ever constitute an indebtedness of the Issuer within the meaning of any constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Issuer. Moreover, neither this Bond nor the interest thereon shall constitute a charge against the general credit or taxing power of the Issuer.

16. Authentication of Bond. This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA, has caused this Bond to be executed in its name by the manual or facsimile signature of its President and its corporate seal (or a facsimile thereof) to be hereunto affixed, imprinted, engraved or otherwise reproduced, and attested by the manual or facsimile signature of its County Clerk.

THE COUNTY COMMISSION OF
HARRISON COUNTY

[SEAL]

By: _____
Its: President

ATTEST:

By: _____
Its: County Clerk

Certificate of Authentication and Registration

This Bond is one of the Bonds of the Series designated herein and issued under the provisions of the within-mentioned Indenture.

Date of Authentication and Registration: _____, 2026.

WESBANCO BANK, INC., as Trustee

By: _____
Its: Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE
(1) $_____	_____, 2026	(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 $_____

ASSIGNMENT

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

_____

(Please Print or Typewrite Name, Address and Social Security Number or Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____

Attorney

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

Dated: _____

_____

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

Signature Guaranteed By:

_____

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: _____

Title:_____

EXHIBIT B

Form of Investment Letter for Series 2026 B Bonds

[See Bond Transcript Tab No. 42]

EXHIBIT C

FORM OF REQUISITION FOR PAYMENT FROM SERIES 2026 B BONDS PROJECT FUND

$17,382,000
The County Commission of Harrison County
Junior Subordinate Tax Increment Revenue Bonds
Series 2026 B (Taxable)
(Development District No. 4- University Town Centre)

REQUISITION FOR PAYMENT NO. __

The County Commission of Harrison County, a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia (the "Issuer"), and the Developer Development Holdings, LLC, a Delaware limited liability company, as successor to West Ridge, Inc., a West Virginia corporation (the "Developer") by their duly Authorized Officers, hereby certify, in connection with this Requisition for Payment from Series 2026 B Bonds Project Fund (the "Requisition") under an Indenture of Trust, dated as of July 28, 2023 (the "Original Indenture") between the Issuer and WesBanco Bank, Inc., as trustee thereunder (the "Trustee"), a Fifth Supplemental Indenture of Trust for the above captioned Bonds (the "Series 2026 B Bonds"), dated as of _____, 2026 (the "Fifth Supplemental Indenture"; the Original Indenture as amended and supplemented from time to time, including by the Fifth Supplemental Indenture, is hereinafter referred to as the "Indenture") between the Issuer and the Trustee and a Development Agreement, dated July 28, 2023, by and between the Issuer and the Developer (the "Original Development Agreement") as the same is supplemented and amended pursuant to the First Supplemental Development Agreement, dated as of _____, 2026 (the "First Supplemental Development Agreement"; the Original Development Agreement as amended and supplemented from time to time, including by the First Supplemental Development Agreement, is hereinafter referred to as the "Development Agreement"), that:

1. Terms used herein and not otherwise defined herein shall have the meanings given such terms in the Indenture and in the Development Agreement.

2. The amount requested to be disbursed by this Requisition: (a) is a portion of the Costs of the Project authorized for funding under the Indenture and the Development Agreement; (b) includes only payments for work, materials, equipment and other costs that constitute capital costs of the Amended Phase II TIF Project which have been incurred and remain unpaid or which have been paid by the Issuer, the Developer or an affiliate of the Developer and qualify for reimbursement and have not been the subject of a previous disbursement/request filed with the Trustee; and (c) is an authorized expenditure under the Amended Phase II TIF Project and the Act.

3. There has not been filed with or served upon the Issuer any notice of claim of lien, right to a lien or attachment upon, or claims affecting the right of any person, firm or corporation named herein, to receive payment of any of the amounts payable to any of the persons named

herein, that has not been released or will not be released simultaneously with the payment of such obligation.

4. This statement and all exhibits hereto, including **Schedule I**, shall be conclusive evidence of the facts and statements set forth herein and shall constitute full warrant, protection and authority to the Trustee for its actions taken pursuant hereto.

5. The Trustee acts in this transaction at the direction of the Issuer and has no knowledge or responsibility for reviewing any requisition or determining the appropriateness of any payment. If relying upon requisitions submitted by email or facsimile, any responsibility for fraud or loss shall be the sole responsibility of the Issuer and the Developer, and the Trustee shall have no responsibility or liability.

6. The total amount requested to be disbursed pursuant to this Requisition is $_____. As set forth in **Schedule I** attached hereto, of the total amount of such disbursement:

(a) $_____ is to be paid to the Issuer, the Developer or an affiliate of the Developer as reimbursement to the Issuer, the Developer or an affiliate of the Developer for an invoice or statement previously paid by the Issuer, the Developer or an affiliate of the Developer to an entity that is not affiliated with the Issuer or the Developer; and

(b) $_____ is to be paid to a third party payee that is not affiliated with the Issuer or the Developer (including any contractor or supplier of materials) or on a joint basis to the Issuer or the Developer and such third party payee with respect to an expense previously incurred.

In either event, the amounts set forth herein and in **Schedule I** attached hereto are supported by the attached copies of invoices or statements.

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer and by the Developer by their duly Authorized Officers this _____, 20__.

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

WESTRIDGE DEVELOPMENT HOLDINGS, LLC, as
Project Developer

By: _____
Name: _____
Title: _____

RESIDENT PROJECT REPRESENTATIVE'S CERTIFICATE

_____, _____, as Resident Project Representative for the Amended Phase II TIF Project, hereby certifies that the portion of the Amended Phase II TIF Project for which payment is requested hereby has been constructed in accordance with the plans and specifications therefore, that payment is now due and owing for such costs, and that such costs have not been the subject of a previous requisition by the Issuer and the Developer.

_____

RESIDENT PROJECT REPRESENTATIVE

By: _____
Name: _____
Title: _____

Schedule I
to Requisition

REIMBURSEMENT AND THIRD PARTY PAYMENTS

(1) Total Amount of disbursement pursuant to this Requisition: $_____

(2) Reimbursement to the Issuer, the Developer or affiliate of Developer:

	Vendor	**Description of Expense**	**Date of Payment**	**Amount**
1.				
2.				
3.				
TOTAL				$ _____

(3) Payment to third party payees:

	Vendor	**Description of Expense**	**Amount**	**Payee Name(s)/ Address(es)**
1.				
2.				
3.				
TOTAL			$ _____	

The items listed for reimbursement to the Developer, affiliate of Developer or the Issuer or payment to third party payees are supported by attached copies of invoices or statements.

Schedule I
to Requisition
(continued)

Copies of Invoices or Statements
(Attached)

EXHIBIT D

FORM OF REQUISITION FOR PAYMENT FROM
SERIES 2026 B BONDS COSTS OF ISSUANCE FUND

$17,382,000
The County Commission of Harrison County
Junior Subordinate Tax Increment Revenue Bonds
Series 2026 B (Taxable)
(Development District No. 4- University Town Centre)

REQUISITION FOR PAYMENT OF COSTS OF ISSUANCE

The County Commission of Harrison County, a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia (the "Issuer"), and the Developer Development Holdings, LLC, a single member Delaware limited liability company, successor to West Ridge, Inc., a West Virginia corporation (the "Developer") by their duly Authorized Officers, hereby certify, in connection with this Requisition for Payment from the Series 2026 B Bonds Costs of Issuance Fund (the "Requisition") under an Indenture of Trust, dated as of July 28, 2023 (the "Original Indenture") between the Issuer and WesBanco Bank, Inc., as trustee thereunder (the "Trustee"), and the Fifth Supplemental Indenture of Trust for the above captioned Bonds (the "Series 2026 B Bonds"), dated as of _____, 2026 (the "Fifth Supplemental Indenture"; the Original Indenture as amended and supplemented from time to time, including by the Fifth Supplemental Indenture, is hereinafter referred to as the "Indenture") between the Issuer and the Trustee and a Development Agreement, dated July 28, 2023, by and between the Issuer and the Developer (the "Original Development Agreement"), and the First Supplemental Development Agreement, dated _____, 2026 (the "First Supplemental Development Agreement"; the Original Development Agreement as amended and supplemented from time to time, including by the First Supplemental Development Agreement, is hereinafter referred to as the "Development Agreement") that:

1. Terms used herein and not otherwise defined herein shall have the meanings given such terms in the Indenture and in the Development Agreement.

2. The amount requested to be disbursed by this Requisition: (a) is a portion of the Costs of Issuance authorized for funding under the Indenture and the Development Agreement, and (b) is an authorized expenditure under the Amended Phase II TIF Project for the TIF District and the Act.

3. The total amount requested to be disbursed pursuant to this Requisition is $_____. As set forth in the invoices attached hereto, of the total amount of such disbursement:

(a) $_____ is to be paid to the Issuer or the Developer as reimbursement to the Issuer or the Developer for an invoice or statement previously paid

by the Issuer or the Developer to an entity that is not affiliated with the Issuer or the Developer; and

(b) $_____ is to be paid to a third party payee that is not affiliated with the Issuer or the Developer or on a joint basis to the Issuer or the Developer and such a third party payee with respect to an expense previously incurred.

In either event, the amount set forth herein is supported by the attached copies of invoices or statements.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer and the Developer by their duly Authorized Officers this _____, 20__.

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

WESTRIDGE DEVELOPMENT HOLDINGS, LLC, as Project Developer

By: _____
Name: _____
Title: _____

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

DEVELOPMENT AGREEMENT

by and between

THE COUNTY COMMISSION OF HARRISON COUNTY
as Issuer

And

HIGH TECH CORRIDOR DEVELOPMENT, LLC
as Developer

Dated December ___, 2026

$_____
The County Commission of Harrison County
Junior Subordinate Tax Increment Revenue
and Improvement Bonds
Series 2026 B Taxable
(Development District No. 3 – White Oaks)

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT dated as of December ____, 2026 (the "Development Agreement"), by and between **THE COUNTY COMMISSION OF HARRISON COUNTY**, a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia (the "Issuer") and **HIGH TECH CORRIDOR DEVELOPMENT, LLC**, a West Virginia limited liability company (the "Developer").

RECITALS

WHEREAS, the Issuer, under Chapter 7, Article 11B of the Code of West Virginia of 1931, as amended (the "Act"), has plenary power and authority to issue tax increment financing obligations to finance the costs of acquisition, construction and equipping of a project or projects included in a development or redevelopment plan approved by the West Virginia Development Office and adopted by the governing body of the Issuer, that are located within a development or redevelopment district, which project costs may include (i) interest prior to and during the acquisition, construction and equipping of a project and for a reasonable time thereafter; (ii) such reserves as may be required; (iii) reimbursement of costs of any interim financing or cash expenditures entered on behalf of projects in the development or redevelopment district; and (iv) any and all other expenses incidental to planning, carrying out and financing the project;

WHEREAS, pursuant to the Act, the Issuer, on October 4, 2007, following all necessary actions, publications, public hearings and approvals, entered an Order (the "District and Project Approval Order") approving and creating a development district to be known as the Harrison County Development District No. 3 - White Oaks (the "TIF District") as a development district under the provisions of the Act and, approving a project plan ("Project Plan No. 1") and establishing a tax increment financing fund for the TIF District (the "TIF Fund"), wherein the regular levy property taxes attributable to the amount by which the current assessed value of real and tangible personal property having a tax situs in the TIF District exceeds the base assessed value of the property (the "Tax Increment Revenues") may be deposited;

WHEREAS, the Developer is the developer of the TIF District;

WHEREAS, Project Plan No. 1 provided for the use of tax increment financing for the design, acquisition, construction and equipping of certain projects for the development known as White Oaks in Harrison County, West Virginia (the "County"), consisting generally of public roads, water lines, sanitary sewer lines, intersection improvements, curbing, traffic control, lighting and other related infrastructure and utilities improvements and all necessary appurtenances;

WHEREAS, following a public hearing and the approval of the Executive Director of the West Virginia Development Office, the Issuer entered an Order on May 21, 2015 approving a new project plan for the TIF District ("Project Plan No. 2") for the second phase of development in the TIF District, particularly certain public infrastructure improvements, including, but not

limited to: design, site acquisition, construction and equipping of public roads, water, sewer, electric, gas and other necessary utility improvements, intersection improvements, curbing, traffic control, lighting and other related infrastructure, engineering, remediation, site preparation, cut and fill, site infrastructure and improvements to public infrastructure within the TIF District (the "Phase II TIF Project");

WHEREAS, following a public hearing and the approval of the Executive Director of the West Virginia Development Office, the Issuer entered an Order on December 28, 2018 approving the amendment of Project Plan No. 2 to include additional phases of development of certain infrastructure projects within the TIF District, including, but not limited to: design, acquisition, construction and equipping of new road construction and road improvements, water, sewer, electric, gas and other necessary utility improvements, intersection improvements, curbing, traffic control, lighting, sidewalks and other related infrastructure, engineering, remediation, earthwork, site preparation, cut and fill, site infrastructure, and improvements to public infrastructure within the TIF District ("First Amended Project Plan No. 2");

WHEREAS, pursuant to a Bond Authorizing Order entered on May 12, 2021 (the "Original Bond Order"), the Issuer and United Bank (the "Prior Trustee") entered into an Indenture of Trust dated May 25, 2021 (the "Original Indenture") under which the Issuer issued The County Commission of Harrison County Senior Tax Increment Refunding Revenue Bonds, Series 2021 A Tax-Exempt (Development District No. 3 – White Oaks) (the "Series 2021 A Bonds"), and The County Commission of Harrison County Subordinate Tax Increment Revenue Bonds, Series 2021 B Taxable (Development District No. 3 – White Oaks) (the "Original Series 2021 B Bonds");

WHEREAS, the Original Series 2021 B Bonds were dated May 25, 2021, and were issued in the aggregate principal amount of $4,195,000;

WHEREAS, pursuant to an application submitted by Developer (the "Application"), and pursuant to a letter from the West Virginia Department of Economic Development, dated July 18, 2023, the Issuer entered an Order on July 26, 2023, approving the further amendment of Project Plan No. 2 to include additional phases of development of certain infrastructure and site development projects within the TIF District, including infrastructure and site development related to proposed residential development within the TIF District, including, but not limited to: design, acquisition, construction and equipping of new road construction and road improvements, water, sewer, electric, gas and other necessary utility improvements, intersection improvements, curbing, traffic control, lighting, sidewalks and other related infrastructure, engineering, remediation, earthwork, site preparation, cut and fill, site infrastructure, site improvements and land acquisition within or contiguous to and benefitting the TIF District ("Second Amended Project Plan No. 2"), all in order to facilitate the issuance of tax increment financing obligations to finance the costs of planning, acquisition, construction and equipping of Second Amended Project Plan No. 2, being necessary site work and infrastructure improvements within the TIF District;

WHEREAS, the Issuer and the Prior Trustee, with the written consent of the Developer, as the sole registered owner of the Series 2021 B Bonds, and the written consent of United Bank as the sole registered owner of the Series 2021 A Bonds, entered into a First Supplemental

Indenture of Trust, dated August 11, 2023 (the "First Supplemental Indenture") in order to (i) increase the authorized principal amount of the Series 2021 B Bonds from $4,195,000 to $6,422,000, and (ii) issue the Amended and Restated Series 2021 B Bond No. BR-1 (the "Amended and Restated Series 2021 B Bond");

WHEREAS, the Issuer and the Prior Trustee entered into a Second Supplemental Indenture of Trust dated July 19, 2024 (the "Second Supplemental Indenture") pursuant to which Section 4.03B of the Original Indenture was modified to extend the period of time available to the Issuer for the requisitioning of proceeds of the Amended and Restated Series 2021 B Bonds for deposit into the Series 2021 B Bonds Project Fund and application therefrom to the payment of the costs of Second Amended Project Plan No. 2 from May 25, 2024 to December 31, 2024;

WHEREAS, pursuant to an Instrument of Removal, Appointment and Acceptance dated as of April 2, 2025, the Prior Trustee has been replaced as trustee under the Indenture by WesBanco Bank, Inc. (the "Trustee");

WHEREAS, the Issuer and the Trustee, with the written consent of the Developer, as Registered Owner of the Amended and Restated Series 2021 B Bonds and with the written consent of United Bank as the Registered Owner of the Series 2021 A Bonds, has entered into the Third Supplemental Indenture of Trust, dated as of November 1, 2025, by and between the Issuer and the Trustee (the "Third Supplemental Indenture") in order to (i) provide for the issuance of the Second Amended and Restated Series 2021 B Bond No. BR-1, dated November 21, 2025 (the "Second Amended and Restated Series 2021 B Bond"), in order to increase the authorized principal amount of the Amended and Restated Series 2021 B Bond from $6,422,000 to $7,422,000; and (ii) further modify Section 4.03B of the Original Indenture to extend the period of time available to the Issuer for the requisitioning of proceeds of the Second Amended and Restated Series 2021 B Bond from December 31, 2024 to December 31, 2026;

WHEREAS, the Issuer and the Trustee, with the written consent of United Bank as the Registered Owner of the Series 2021 A Bonds, has entered into the Fourth Supplemental Indenture of Trust, dated as of _____, 2026, by and between the Issuer and the Trustee (the "Fourth Supplemental Indenture") in order to provide for the issuance of the Subordinate Tax Increment Revenue Refunding Bonds, Series 2026 A (Development District No. 3 – White Oaks), in the original aggregate principal amount of $6,291,000 (the "Series 2026 A Bonds") for the purposes of (i) currently refunding and discharging in full the Issuer's Second Amended and Restated Series 2021 B Bond; (ii) funding a debt service reserve fund for the Series 2026 A Bonds; and (iii) paying costs of issuance of the Series 2026 A Bonds;

WHEREAS, the Issuer and the Trustee, with the written consent of United Bank as the Registered Owner of the Series 2021 A Bonds, has entered into the Fifth Supplemental Indenture of Trust, dated as of _____, 2026, by and between the Issuer and the Trustee (the "Fifth Supplemental Indenture" and collectively with the Original Indenture and the Fourth Supplemental Indenture, the "Indenture") in order to provide for the issuance of the Junior Subordinate Tax Increment Revenue and Improvement Bonds, Series 2026 B (Taxable) (Development District No. 3 – White Oaks), in the original aggregate principal amount of $675,000 (the "Series 2026 B Bonds" and collectively with the Series 2026 A Bonds, the "Series 2026 Bonds") for the purposes of (i) paying or reimbursing additional costs of the design,

acquisition and construction of the improvements contemplated by Second Amended Project Plan No. 2 (the "2026B Project"); and (ii) paying costs of issuance of the Series 2026 B Bonds;

WHEREAS, the Issuer entered its Bond Authorizing Resolution and Order on November 18, 2026 (the "Bond Order") which authorized the issuance of its Series 2026 Bonds, the current refunding and repayment in full of its Second Amended and Restated Series 2021 B Bond, the design, acquisition, construction and equipping of the 2026B Project and matters relating thereto;

WHEREAS, the design, acquisition, construction and equipping of the 2026B Project will benefit the inhabitants of the County, will increase opportunities for employment in the County and will help in establishing a balanced economy within the County, and the health, happiness, right of gainful employment and general welfare of the citizens and residents of the County will be promoted by the design, acquisition, construction and equipping of the 2026B Project as aforesaid and the same constitutes a public purpose of the Issuer under the Act; and

WHEREAS, the Developer and the Issuer desire to enter into this Development Agreement in order to (a) provide for the design, acquisition, construction and equipping of the 2026B Project, (b) provide for the requisitioning and disbursement of proceeds of the Series 2026 B Bonds for the payment of (i) costs of the 2026B Project and (ii) costs of issuance of the Series 2026 B Bonds, (c) provide for the payment of the Administrative Expenses (hereinafter defined) of the TIF District, and (d) facilitate the issuance of the Series 2026 B Bonds under the Act, the Bond Order and the Indenture.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the receipt and adequacy of which is hereby acknowledged by the parties hereto, the Issuer and the Developer hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions.

The following terms shall have the meanings ascribed to them in this Article I for purposes of this Development Agreement. Unless otherwise indicated, any other terms, capitalized or not, when used herein and if defined in the Indenture, shall have the meanings ascribed to them in the Indenture.

"Act" means the West Virginia Tax Increment Financing Act, Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended.

"Administrative Expenses" shall have the meaning set forth in the Indenture.

"Administrative Expense Fund" means the Administrative Expense Fund established pursuant to Section 4.01 of the Indenture.

"Administrative Expense Requisition" means a Requisition for Payment from Administrative Expense Fund in the form attached to the Original Indenture as **Exhibit H** which are submitted by the Issuer to the Trustee for the payment or reimbursement of the Administrative Expenses.

"Amended and Restated Series 2021 B Bond" shall have the meaning set forth in the recitals hereof.

"Amended Project Plan No. 2" shall have the meaning set forth in the recitals hereof.

"Annual Report" means the reports regarding the TIF District required to be published and submitted to the executive director of the West Virginia Development Office prior to each October 1, as set forth and described in Section 15 of the Act.

"Application" shall have the meaning set forth in the recitals hereof.

"Authorized Officer" means, with respect to the Issuer, the President of the Issuer or such other officer or employee as shall be designated by resolution of the Issuer and with respect to the Developer, the Manager or such other officer or officers or members of the Developer as shall be designated by resolution of the Developer, all for the purpose of executing notices, requisitions, certificates and other documents delivered in connection with this Development Agreement.

"Authorizing Legislation" means, collectively, the Act and the Bond Order.

"Bond Order" means the Resolution and Order adopted by the Issuer on November 18, 2026, authorizing the issuance of the Series 2026 Bonds by the Issuer and related matters.

"Bond Counsel" means any attorney or firm of attorneys selected by the Issuer and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities, and shall initially mean Steptoe & Johnson PLLC, Bridgeport, West Virginia.

"Completion Date" means the date on which the 2026B Project is completed as evidenced by a Certificate of Completion, the form of which is attached as **Exhibit B - Form of Certificate of Completion**, attached hereto, delivered by the Resident Project Representative to the Developer, the Issuer and the Trustee.

"Construction Contracts" means the Construction Contracts, by and between the Developer and the contractors named therein, relating to the design, acquisition, construction and equipping of the 2026B Project.

"Consulting Engineer" means any consulting engineer or architect engaged by the Developer in connection with the design, acquisition, construction and equipping of the 2026B Project.

"Costs of Issuance" means costs directly related and necessary to the issuance of the Series 2026 B Bonds which are anticipated to be paid or reimbursed from proceeds of the Series 2026 B Bonds.

"Costs of Issuance Requisition" means a Requisition for Payment from Series 2026 B Bonds Costs of Issuance Fund in the form attached to the Fifth Supplemental Indenture as **Exhibit ___** which are submitted by the Developer and the Issuer to the Trustee for the payment or reimbursement of the Costs of Issuance from the Series 2026 B Bonds Costs of Issuance Fund.

"Costs of the Project" means the costs of design, acquisition, construction and equipping of the 2026B Project permitted by the Act and anticipated to be paid or reimbursed from proceeds of the Series 2026 B Bonds.

"County" means Harrison County, West Virginia.

"Developer" means High Tech Corridor Development, LLC, a West Virginia limited liability company which is both the developer of the TIF District and purchaser of the Series 2026 B Bonds from the Issuer.

"Development Agreement" means this Development Agreement dated December ___, 2026, by and between the Issuer and the Developer, as amended and supplemented from time to time.

"District and Project Approval Order" means the Order entered by the Issuer on October 4, 2007, following all necessary actions, publications, public hearings and approvals, which, among other things, approved and created the TIF District, approved Project Plan No. 1 and established the TIF Fund for the TIF District.

"Draw Down Period" shall have the meaning set forth in the Fifth Supplemental Indenture.

"Effective Date" means the date on which the Series 2026 B Bonds are issued pursuant to the Fifth Supplemental Indenture.

"Fifth Supplemental Indenture" means the Fifth Supplemental Indenture of Trust, dated as of _____, 2026, by and between the Issuer and the Trustee which provides for the issuance of the Series 2026 B Bonds.

"First Amended Project Plan No. 2" shall have the meaning set forth in the recitals hereof.

"First Supplemental Indenture" shall have the meaning set forth in the recitals hereof.

"Fourth Supplemental Indenture" shall have the meaning set forth in the recitals hereof.

"Indenture" means, collectively, the Original Indenture as the same is supplemented, modified or otherwise amended from time to time, including pursuant to the Fourth Supplemental Indenture and the Fifth Supplemental Indenture.

"Issuer" means The County Commission of Harrison County, a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia.

"Original Bond Order" shall have the meaning set forth in the recitals hereof.

"Original Indenture" means the Indenture of Trust dated May 25, 2021, by and between the Issuer and the Trustee, pursuant to which the Issuer issued its Series 2021 A Bonds and Original Series 2021 B Bonds.

"Original Series 2021 B Bonds" means The County Commission of Harrison County Subordinate Tax Increment Revenue Bonds, Series 2021 B Taxable (Development District No. 3 – White Oaks), dated May 25, 2021, issued in the original aggregate principal amount of $4,195,000 pursuant to the Original Indenture.

"Payment Request" means a request for payment of costs of the 2026B Project, Costs of Issuance of the Series 2026 B Bonds, or Administrative Expenses accompanied by either (i) **Exhibit ___** to the Fifth Supplemental Indenture **- Form of Requisition for Payment from Series 2026 B Bonds Project Fund**, (ii) **Exhibit ___** to the Fifth Supplemental Indenture **- Form of Requisition for Payment from Series 2026 B Bonds Costs of Issuance Fund**, or (iii) **Exhibit H** to the Original Indenture**- Form of Requisition for Payment from Administrative Expense Fund**.

"Payment Security" and **"Performance Security"** means the payment and performance bonds as prescribed in the Construction Contracts.

"Phase II TIF Project" shall have the meaning set forth in the recitals hereof.

"Prior Development Agreement" means the Development Agreement dated May 25, 2021, by and between the Issuer and the Developer, as the same has been supplemented and amended from time to time, including pursuant to the First Amendment to Development Agreement, dated August 11, 2023, by and between the Issuer and the Developer, and the Second Amendment to Development Agreement, dated November 21, 2025, by and between the Issuer and the Developer.

"Prior Trustee" means United Bank, the prior trustee for the Series 2021 A Bonds and the Amended and Restated Series 2021 B Bond which has been replaced by Wesbanco Bank, Inc.

"Project Cost Requisition" means a Requisition for Payment from Series 2026 B Bonds Project Fund in the form attached to the Fifth Supplemental Indenture as **Exhibit ___** which are submitted by the Developer and the Issuer to the Trustee for the payment or reimbursement of the costs of the 2026B Project from the Series 2026 B Bonds Project Fund.

"Project Plan No. 1" shall have the meaning set forth in the recitals hereof.

"Project Plan No. 2" shall have the meaning set forth in the recitals hereof.

"Resident Project Representative" means a representative of the Consulting Engineer for the 2026B Project, or its successor, as designated in writing by the Developer to the Issuer and the Trustee.

"Second Amended and Restated Series 2021 B Bond" shall have the meaning set forth in the recitals hereof.

"Second Amended Project Plan No. 2" means the further amendment of Project Plan No. 2 for the TIF District approved pursuant to an Order entered by the Issuer on July 26, 2023 to include additional phases of development of certain infrastructure and site development projects within the TIF District, including infrastructure and site development related to proposed residential development within the TIF District, including, but not limited to: design, acquisition, construction and equipping of new road construction and road improvements, water, sewer, electric, gas and other necessary utility improvements, intersection improvements, curbing, traffic control, lighting, sidewalks and other related infrastructure, engineering, remediation, earthwork, site preparation, cut and fill, site infrastructure, site improvements and land acquisition within or contiguous to and benefitting the TIF District.

"Second Supplemental Indenture" shall have the meaning set forth in the recitals hereof.

"Series 2021 A Bonds" means The County Commission of Harrison County Senior Tax Increment Refunding Revenue Bonds, Series 2021 A Tax-Exempt (Development District No. 3 – White Oaks), dated May 25, 2021, issued pursuant to the Original Indenture in the original aggregate principal amount of $20,573,000.

"Series 2021 B Bonds" means The County Commission of Harrison County Subordinate Tax Increment Revenue Bonds, Series 2021 B Taxable (Development District No. 3 – White

Oaks), dated May 25, 2021, issued pursuant to the Original Indenture in the original aggregate principal amount of $4,195,000.

"Series 2026 Bonds" means, collectively, the Series 2026 A Bonds and the Series 2026 B Bonds.

"Series 2026 A Bonds" means The County Commission of Harrison County Subordinate Tax Increment Revenue Refunding Bonds, Series 2026 A (Development District No. 3 – White Oaks), issued pursuant to the Fourth Supplemental Indenture in the original aggregate principal amount of $6,291,000 for the purposes of (i) currently refunding and discharging in full the Issuer's Second Amended and Restated Series 2021 B Bond; (ii) funding a debt service reserve fund for the Series 2026 A Bonds; and (iii) paying costs of issuance of the Series 2026 A Bonds.

"Series 2026 B Bonds" means The County Commission of Harrison County Junior Subordinate Tax Increment Revenue and Improvement Bonds, Series 2026 B (Taxable) (Development District No. 3 – White Oaks), issued pursuant to the Fifth Supplemental Indenture in the original aggregate principal amount of $675,000 for the purposes of (i) funding costs of the design, acquisition and construction of the 2026B Project; and (ii) paying costs of issuance of the Series 2026 B Bonds.

"Series 2026 B Bonds Costs of Issuance Fund" means the fund by that name created by Section 4.01 of the Fifth Supplemental Indenture.

"Series 2026 B Bonds Project Fund" means the fund by that name created pursuant to Section 4.01 of the Fifth Supplemental Indenture.

"State" means the State of West Virginia.

"Tax Increment Revenues" means the regular levy property taxes attributable to the amount by which the current assessed value of real and tangible personal property, excluding personal motor vehicles, having a tax situs in the TIF District exceeds the base assessed value of such property.

"Third Supplemental Indenture" shall have the meaning set forth in the recitals hereof.

"TIF District" means that certain property tax increment financing district created by the Issuer pursuant to the District and Project Approval Order under and pursuant to the Act and designated as Harrison County Development District No. 3 - White Oaks.

"TIF Fund" means the tax increment financing fund created and established by the Issuer for the TIF District pursuant to the District and Project Approval Order.

"Trustee" means the trustee for the Series 2021 A Bonds and Series 2026 Bonds pursuant to the Indenture and shall initially mean United Bank, Charleston, West Virginia.

"2026B Project" means the additional costs of the design, acquisition and construction of the improvements contemplated by Second Amended Project Plan No. 2 which are being paid or reimbursed from proceeds of the Series 2026 B Bonds.

ARTICLE II
DESIGN, ACQUISITION, CONSTRUCTION AND EQUIPPING OF THE 2026B PROJECT

Section 2.01. Duty of the Developer to Design, Permit, Acquire, Construct and Equip the 2026B Project.

(a) The Developer shall be responsible for the design, permitting, acquisition, construction and equipping of the 2026B Project within the TIF District in accordance with the plans and specifications prepared therefor by the Consulting Engineer and the Developer shall enter into all Construction Contracts which are necessary in connection therewith. In undertaking the design, acquisition, construction and equipping of the 2026B Project the Developer shall comply, and shall ensure compliance by all of its contractors and sub-contractors, in all respects, with the provisions of Section 14 of the Act with respect to the public bidding and local labor market quota provisions Act. The Developer shall otherwise comply, and assure compliance by its contractors and subcontractors, with all applicable laws, rules, regulations and ordinances relating to the design, acquisition, construction and equipping of the 2026B Project, including but not limited to, all permitting, land use, subdivision, building code and other requirements. The Developer has provided a cost estimate for the 2026B Project which is set forth and described in **Exhibit A** hereto.

(b) Except with respect to any component of the 2026B Project which has heretofore been publicly bid, the Developer shall provide a narrative description of the 2026B Project or any component thereof, drawings depicting the schematic design and any renderings of the proposed 2026B Project or any component thereof, detailed plans and specifications for the proposed 2026B Project or any component thereof (only if requested by the Issuer), a construction budget and construction schedule to the Issuer at least twenty (20) days prior to any planned public bidding of the 2026B Project, or any component thereof, for construction. The Issuer will have ten (10) days following the receipt of such information to either approve the public bidding of the 2026B Project, or any component thereof, by the Developer or require the Developer to consult with the Issuer regarding any revisions to the design, construction budget or construction schedule that the Issuer may deem necessary under the circumstances. Except with respect to any component of the 2026B Project which has heretofore been publicly bid, the Issuer must approve the public bidding of the 2026B Project, or any component thereof, by the Developer before the Developer may proceed with such action.

Section 2.02. Independent Contractor.

In performing its obligations under the Construction Contracts and this Development Agreement, the Developer shall be deemed to be and is an independent contractor and not the agent or employee of the Issuer. Except from the proceeds of the Series 2026 B Bonds pursuant to the Fifth Supplemental Indenture, the Issuer shall not be responsible for making any payments under the Construction Contracts or construction subcontracts or pursuant to any other arrangements to any contractor, subcontractor, agent, consultant, employee or supplier of the

Developer with respect to the design, acquisition, construction and equipping of the 2026B Project, and the Developer shall be responsible for all such payments.

Section 2.03 Filing of Certificate of Completion.

The 2026B Project shall be deemed to be completed upon the filing of a Certificate of Completion, the form of which is attached hereto and made a part hereof as **Exhibit B**, by the Resident Project Representative with the Issuer, the Trustee and the Developer.

Section 2.04 Termination of Prior Development Agreement.

The Issuer and the Developer hereby agree that the Phase III TIF Project (as defined in the Prior Development Agreement) has been completed and therefore mutually consent to the termination of the Prior Development Agreement as permitted by Section 9.01 thereof.

ARTICLE III
CONSTRUCTION CONTRACTS

Section 3.01. Obligation of the Developer under Construction Contracts.

The Construction Contracts shall be entered into by the Developer, and the Developer shall be entitled to carry out, amend, modify, and otherwise deal with the Construction Contracts as if this Development Agreement was not in effect, including the right to enforce or collect upon any Performance Security or Payment Security, the release of any collateral therefor, the approval of change orders (except as herein described), the acceptance of the improvements described therein, and the amendment, modification or termination of any Construction Contracts.

The Developer shall have the right to approve all change orders with respect to the construction of the 2026B Project which do not materially change the design of the 2026B Project, or any component thereof, as approved by the Issuer for public bidding as provided in Section 2.01 hereof. Any change order which would materially change the approved design of the 2026B Project or any component thereof, or any change order which, when combined with all previous change orders, would increase the costs of the 2026B Project by 10% or more, must be approved by the Issuer prior to execution and delivery by the Developer. A copy of all executed change orders shall be provided by the Developer to the Issuer upon request.

Section 3.02. Modification of Construction Contracts.

The Developer may change or modify any of the Construction Contracts, so long as such changes or modifications are consistent with the Authorizing Legislation, the Indenture and Amended Project Plan No. 2, and will provide notice to the Issuer of any such material changes or modifications. Notwithstanding the foregoing, all material change orders under the Construction Contracts shall follow the approval process described in Section 3.01 above.

Section 3.03. Performance Security and Payment Security.

Release of Performance Security and Payment Security required pursuant to the Construction Contracts shall be controlled by the terms of the Construction Contracts. Neither the submission of a Payment Request by the Developer pursuant to this Development Agreement nor the approval by the Issuer of any payment for the costs of such 2026B Project as provided herein shall be construed as the Issuer's approval or acceptance of the 2026B Project or any portion thereof pursuant to the Construction Contracts, all of which shall be governed exclusively by the Construction Contracts applicable to the 2026B Project or such portion thereof.

ARTICLE IV
FUNDING

Section 4.01. Scope of Development Agreement; Funding of 2026B Project.

This Development Agreement is intended to facilitate the funding by the Issuer of the costs of the 2026B Project from proceeds of the Series 2026 B Bonds and other moneys, if any, deposited in the Series 2026 B Bonds Project Fund and the subaccounts thereof and held by the Trustee under the Indenture. This Development Agreement shall not involve the expenditure of, or an encumbrance on, any other funds or monies of the Issuer, general or special.

Section 4.02. Issuer Proceedings.

The Issuer has completed all necessary proceedings under the Act for the creation and establishment of the TIF District and the TIF Fund, the approval of Amended Project Plan No. 2 and the issuance, sale and delivery of the Series 2026 Bonds, and the principal amounts, rates, terms and conditions of the sale of the Series 2026 Bonds have been approved and completed in all respects in accordance with the Authorizing Legislation.

Section 4.03. No Obligation of Issuer.

Neither the Issuer nor the Trustee shall be obligated to fund the costs of the 2026B Project, except from amounts on deposit in the Series 2026 B Bonds Project Fund. The Issuer makes no warranty, express or implied, that the proceeds of the Series 2026 B Bonds and other funds deposited and held in the Series 2026 B Bonds Project Fund and the subaccounts thereof, together with any investment earnings thereon, or any other amounts on deposit with the Trustee pursuant to the Indenture and available to pay costs of the 2026B Project will be sufficient for the funding of all of the costs of the 2026B Project. The Developer shall complete the 2026B Project and pay all costs of components of the 2026B Project for which a bid has been awarded and a construction contract executed, regardless of whether the funds on deposit in the Series 2026 B Bonds Project Fund and the subaccounts thereof or funds otherwise available pursuant to the Indenture are sufficient therefor.

Section 4.04. Funds.

The Issuer shall have no responsibility whatsoever to the Developer with respect to any investment of funds made by the Trustee under the Indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment provided that the Issuer does not direct the Trustee to make any investment not permitted to be made under the Indenture. The Developer acknowledges that the obligation of any owner of real property in the TIF District, including the Developer or any of its affiliates, members, officers, employees or related parties, to the extent it owns any property in the TIF District, to pay property taxes is not in any way affected by (a) the availability of amounts in the Series 2026 B Bonds Project Fund to pay for all or any portion of the Costs of the Project or (b) the alleged or actual misconduct of the Issuer in the performance of its obligations under this Development Agreement, the Indenture, or any other agreement to which the Developer and the Issuer are signatories.

Section 4.05. Effect on Construction Contracts.

The Developer acknowledges that any lack of availability of amounts in the Series 2026 B Bonds Project Fund and the subaccounts thereof or under the Indenture to fund the costs of the 2026B Project shall in no way diminish the obligations of the Developer under the Construction Contracts.

ARTICLE V
PAYMENT

Section 5.01. Payment Generally.

The Issuer and the Developer shall only requisition funds from the Series 2026 B Bonds Project Fund to pay costs of the 2026B Project, shall only requisition funds from the Series 2026 B Bonds Costs of Issuance Fund to pay Costs of Issuance of the Series 2026 B Bonds and shall only requisition funds from the Administrative Expense Fund to pay Administrative Expenses in the manner provided herein, subject to the requirements of the Indenture. In no event may the Issuer or the Developer be required to requisition funds from any fund or account prior to the time that payment of the applicable costs of the 2026B Project, Costs of Issuance or Administrative Expenses are due and owing.

Section 5.02. Agreement to Fund Costs.

The Issuer agrees to cause amounts in the Series 2026 B Bonds Project Fund to be used to fund the costs of the 2026B Project, the amounts on deposit in the Series 2026 B Bonds Costs of Issuance Fund to be used to fund Costs of Issuance of the Series 2026 B Bonds, and the amounts on deposit in the Administrative Expense Fund to be used to pay Administrative Expenses, in accordance with the terms and conditions of this Development Agreement, subject to the requirements of the Indenture, and for no other purpose, unless this Development Agreement is terminated by the Issuer for default as provided herein.

Section 5.03. Payment Requests; Payment.

A. Series 2026 B Bonds Project Fund. The Developer shall, so long as funds remain on deposit in the Series 2026 B Bonds Project Fund, no more frequently than monthly, unless permitted more frequently by the Issuer, prepare Project Cost Requisitions for the payment of the costs of the 2026B Project as the same are incurred, which Project Cost Requisitions shall be in the form of **Exhibit ___** attached to the Fifth Supplemental Indenture, and submit the same to the Issuer for approval. Any request for information reasonably deemed necessary by the Issuer to approve a payment request for the costs of the 2026B Project shall be made within seven (7) days of receipt of such Project Cost Requisition by the Issuer from the Developer. Upon receiving a Project Cost Requisition which has been duly executed by the Project Developer, and which contains supporting invoices and/or statements, or other similar supporting information, for payments requested, including proof of payment if the Project Developer is seeking reimbursement for invoices and/or statements previously paid, and upon receipt of any additional information reasonably deemed necessary by the Issuer, the Issuer shall consider such Requisition for approval at its next succeeding meeting in which such item can be legally placed on the agenda of the Issuer for such meeting.

The Issuer agrees that approval of a Project Cost Requisition shall not be withheld by the Issuer as long as such Project Cost Requisition is consistent with the Second Amended Project Plan No. 2 and the requirements of this Development Agreement, is supported by satisfactory invoices and/or statements, as well as proof of prior payment of the same in the case of requested

reimbursement, which have been submitted therewith, requests payment or reimbursement of costs of the 2026B Project then due and owing and not theretofore paid and/or reimbursed, and such costs are otherwise allowable expenditures under the Act, the Second Amended Project Plan No. 2 and the Fifth Supplemental Indenture. If a dispute arises regarding payment of any Project Cost Requisition, the Developer and Issuer agree to meet and confer within five (5) Business Days in an effort to resolve such dispute as expeditiously as possible.

If the Issuer has approved a Project Cost Requisition, the Issuer shall then submit such Requisition to the Trustee for the payment or reimbursement of the costs of the 2026B Project within two (2) Business Days of such approval. Upon receiving a Project Cost Requisition which has been duly prepared and executed by the Developer and which has been executed by the Issuer, and which has all supporting information attached thereto, the Trustee shall thereupon, within two (2) Business Days disburse funds from the Series 2026 B Bonds Project Fund to the parties and in the amounts indicated in the Requisition.

Notwithstanding the foregoing, the Developer may submit Project Cost Requisitions for costs of the 2026B Project that have been previously paid by the Developer for credit to the principal amount of the Series 2026 B Bonds. Upon receiving a Project Cost Requisition for costs of the 2026B Project that have been previously paid by the Developer that has been approved by the Issuer and which has all supporting invoices and evidence of payment of such invoices attached thereto, the Trustee shall update the register of advances maintained by the Trustee for the Series 2026 B Bonds to reflect the funding of a corresponding amount of the purchase price and the drawdown of a corresponding amount of the principal of the Series 2026 B Bonds until the par amount of Series 2026 B Bonds has been fully funded or the conclusion of the Draw Down Period has been reached. The Record of Advances attached to the Series 2026 B Bonds shall be similarly updated by the Developer. However, such Record of Advances shall be for informational purposes only.

Any approved Project Cost Requisition which cannot be paid due to an insufficiency of funds in the Series 2026 B Bonds Project Fund, as applicable, shall be paid in accordance with Section 5.05 of this Development Agreement.

B. Series 2026 B Bonds Costs of Issuance Fund. The Issuer and the Developer shall submit a Costs of Issuance Requisition in the form of **Exhibit ___** to the Fifth Supplemental Indenture, with all supporting invoices attached, to the Trustee for payment of the Costs of Issuance of the Series 2026 B Bonds as the same become due and payable. Upon receiving a Costs of Issuance Requisition for the payment of Costs of Issuance of the Series 2026 B Bonds in the form of **Exhibit ___** to the Fifth Supplemental Indenture which has been duly prepared and executed by the Issuer and the Developer, and which has all supporting invoices attached thereto, the Trustee shall disburse funds from the Series 2026 B Bonds Costs of Issuance Fund to the parties and in the amounts indicated in the requisition, within two (2) Business Days following its receipt of such Costs of Issuance Requisition. Upon the written direction of an Authorized Officer of the Issuer, or if no such written direction has been received within 60 days following the Closing Date, the Trustee shall transfer any moneys remaining in the Series 2026 B Bonds Costs of Issuance Fund to the Administrative Expense Fund and the Series 2026 B Bonds Costs of Issuance Fund shall be closed.

C. Administrative Expense Fund. The Issuer shall submit an Administrative Expense Requisition in the form of **Exhibit H** to the Original Indenture, with all supporting invoices attached, to the Trustee for payment of the Administrative Expenses of the TIF District and in connection with the Series 2026 Bonds as the same become due and payable. Upon receiving an Administrative Expense Requisition in the form attached to the Original Indenture as **Exhibit H** which has been duly prepared and executed by the Issuer, and which has all supporting invoices attached thereto, the Trustee shall disburse funds from the Administrative Expense Fund to the parties and in the amounts indicated in the requisition, within two (2) Business Days following its receipt of such Requisition.

Section 5.04. Restrictions on Payments.

The following restrictions shall apply to any payments made pursuant to this Article V:

(a) Limitation on Amount of Payments. The Issuer shall not be obligated to cause the Trustee to make any disbursement in excess of the amount duly and properly designated in the Payment Request, or to make any disbursement beyond the available funds in the applicable fund or account. The Developer shall be responsible for payment of any Costs of Issuance or costs of the 2026B Project due for payment that are in excess of funds then available in the Series 2026 B Bonds Costs of Issuance Fund or the Series 2026 B Bonds Project Fund, respectively. The parties hereto acknowledge and agree that all payments to the Developer for payment of costs of the 2026B Project are intended to be reimbursements to the Developer for moneys already expended by the Developer.

(b) Joint or Third Party Payments. The Trustee shall make all payments directly to any contractor, service provider, or supplier of materials, or other payee set forth in a Payment Request, unless the Developer has previously made such payment from its own funds. All payments, whether directly to third parties or as reimbursement to the Developer, shall only be made upon submittal by the Developer of a duly completed Payment Request supported by invoices or statements identifying the costs to be paid or containing proof of payment for costs of the 2026B Project previously paid by the Developer.

(c) Indenture Requirements. The Developer acknowledges that, under certain circumstances, the Indenture requires that amounts in the Series 2026 B Bonds Project Fund be transferred to the Series 2026 B Bonds Debt Service Fund or other fund, and in such event will no longer be available to fund the costs of the 2026B Project hereunder.

(d) Payments Authorized under Second Amended Project Plan No. 2 and Act. The Developer covenants that it will not requisition funds from the Series 2026 B Bonds Project Fund to pay costs of the 2026B Project except as permitted under the Indenture, Second Amended Project Plan No. 2, the Authorizing Legislation and the provisions of this Development Agreement.

Section 5.05. Insufficiency of Funds.

In the event monies on deposit and available in the Series 2026 B Bonds Project Fund or the Series 2026 B Bonds Costs of Issuance Fund are insufficient at any particular time to fund a

Payment Request, such Payment Request shall be funded from available funds on deposit with the Trustee pursuant to the Indenture at such time, if ever, that monies become available for such purpose. The failure to cause monies to be so available shall not diminish any obligation of the Developer with respect to any of the Construction Contracts or the obligation of the Developer to complete the design, acquisition, construction and equipping of the 2026B Project and to pay for the costs of the 2026B Project and the Costs of Issuance beyond the available funds on deposit pursuant to the Indenture.

Section 5.06. Use of Monies by Issuer.

The Issuer and Developer agree not to take any action or direct the Trustee to take any action to expend, disburse or encumber the monies held in the Series 2026 B Bonds Project Fund and any monies to be transferred thereto for any purpose other than the purposes permitted by the Indenture, the Authorizing Legislation and Second Amended Project Plan No. 2. Prior to the Completion Date for the 2026B Project, the Issuer agrees not to modify or supplement the Fifth Supplemental Indenture without the approval of the Developer if as a result or as a consequence of such modification or supplement, (a) the amount of monies that would otherwise have been available under the Indenture for disbursement for the costs of the 2026B Project is reduced, delayed or deferred, (b) the obligations or liabilities of the Developer are or may be increased or otherwise adversely affected in any manner, or (c) the rights of the Developer are or may be modified, limited, restricted or otherwise adversely affected in any manner.

Section 5.07. No Liability of Issuer for Application of Funds.

The Issuer shall have no liability or responsibility for the proper application of proceeds of the Series 2026 Bonds except as set forth herein and in the Indenture. Execution of Payment Requests for payment of costs of the 2026B Project, Costs of Issuance or Administrative Expenses shall not cause the Issuer to be engaged in a joint venture with the Developer.

ARTICLE VI
OWNERSHIP AND OPERATION OF THE 2026B PROJECT

Section 6.01. Ownership and Operation.

The 2026B Project is to be constructed by the Developer in accordance with the design, plans and specifications prepared by the Consulting Engineer and Second Amended Project Plan No. 2 as soon as practicable. Following completion of any public infrastructure components of the 2026B Project, in exchange and in consideration for the Issuer paying or reimbursing the costs of the 2026B Project, the Developer shall convey, dedicate or otherwise transfer to the appropriate public body the real property, personal property, fixtures and associated appurtenances which constitute the public infrastructure improvements constructed pursuant to the 2026B Project. The Issuer and the Developer hereby agree that the amount of proceeds of the Series 2026 B Bonds expended to pay or reimburse the costs of the 2026B Project constitutes the purchase price of and consideration for the conveyance of the public infrastructure constructed pursuant to the 2026B Project. The public entity receiving such infrastructure shall thereafter be responsible for the operation and maintenance of such improvements. Such public body, public utility or governmental entity shall thereafter operate such improvements for their intended use as public infrastructure available for public use and enjoyment.

No entity receiving all or any portion of the 2026B Project, through sale, lease or other conveyance, shall assume any rights under this Development Agreement, including specifically, any right to receipt of moneys deposited in any funds or accounts under the Fifth Supplemental Indenture, without the written consent of the Issuer and the Developer.

ARTICLE VII
INSURANCE

Section 7.01. Developer's and Subcontractor's Insurance.

The Developer shall not commence work under any Construction Contract until the Developer has obtained satisfactory Payment Security, Performance Security and all insurance required under this Article; nor shall the Developer allow any contractor or subcontractor to commence work until the Payment Security, Performance Security and insurance required has been so obtained and approved, unless such Payment Security, Performance Security and insurance is covered by the Developer, who is, in effect responsible to the Issuer. These requirements extend to all tiers of subcontracting.

Section 7.02. Compensation and Employer's Liability Insurance.

The Developer shall obtain and maintain in force, during the life of the Construction Contract, the statutory Workmen's Compensation and Employer's Liability Insurance for all of the Developer's employees to be engaged in work covered by such Construction Contract and if any such work is contracted or sublet, the Developer shall require the contractor or subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the contractor's and subcontractor's employees to be engaged in such work.

Section 7.03. Bodily Injury Liability and Property Damage Liability Insurance.

The Developer shall, during the period of construction under any Construction Contract require that all contractors and subcontractors maintain the bodily injury and property damage liability insurance herein described, and the Developer and the Issuer shall be named as additional insureds on all such liability insurance policies.

The Issuer will not be responsible for damage or loss of materials stored on or within the site of the 2026B Project. The Developer shall provide necessary insurance coverage to save the Issuer harmless from any such damage or loss of material or require the applicable contractor or subcontractor to maintain such coverage.

The Developer shall obtain and maintain or ensure that the applicable contractor or subcontractor maintains Bodily Injury Liability Insurance with respect to the 2026B Project in an amount not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for injuries including wrongful death to any person or persons. The insurance certificate provided to the Issuer shall have clearly indicated thereon all exclusions and deductibles which have been written into the policy.

The Developer shall obtain and maintain or ensure that the applicable contractor or subcontractor maintains Property Damage insurance in the amount not less than $1,000,000 for damages on account of any one accident, and in an amount not less than $2,000,000 for damages on account of all accidents.

Section 7.04. Special Hazards Insurance.

In the event of the possibility of special hazards existing in the work contemplated under any of the Construction Contracts, such hazards shall be insured in amounts not less than those normally required for similar hazards. If any special hazard is encountered during the performance of any of the Construction Contracts, the Developer shall, before performing any work involving the special hazard, immediately proceed with the procuring of this insurance.

Section 7.05. Builders' Risk Insurance (Fire and Extended Coverage).

The Developer shall have adequate fire and standard extended coverage, with a company or companies acceptable to the Issuer, in force for the 2026B Project. The insurance shall provide protection at all times against loss by the Issuer and the Developer until conditional acceptance of the work under any of the Construction Contracts applicable thereto.

Section 7.06. Proof of Carriage of Insurance.

The Developer shall furnish the Issuer with certificates showing type, amount, class of operations, effective dates and date of expiration of policies. Such certificates shall contain substantially the following statement: "The insurance covered by this certification shall not be canceled or materially altered, except after 30 days written notice has been received by the Developer and the Issuer."

ARTICLE VIII
REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 8.01. Representations, Covenants and Warranties of the Developer.

The Developer represents, warrants and covenants for the benefit of the Issuer as follows:

(a) Organization. The Developer is a limited liability company duly organized and validly existing under the laws of the State of West Virginia, is in material compliance with the laws of the State of West Virginia, and has the power and authority to own its properties and assets and to carry on its business in the State of West Virginia as now being conducted and as hereby contemplated.

(b) Authority. The Developer has the power and authority to enter into this Development Agreement, to undertake the design, acquisition, construction and equipping of the 2026B Project contemplated hereby and to thereafter convey ownership of the public infrastructure components of the 2026B Project to the appropriate public body or public utility, has taken all action necessary to authorize this Development Agreement and the execution and delivery thereof, and has in fact caused this Development Agreement to be properly executed and delivered.

(c) Binding Obligation. This Development Agreement is a legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, subject to bankruptcy and other equitable principles.

(d) Compliance with Laws. The Developer shall not, to its knowledge, commit, suffer or permit any act to be done in, upon or to the lands of the Developer, if any, in the TIF District, or with respect to the 2026B Project, in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the lands in the TIF District or the 2026B Project.

(e) Requests for Payment. (i) The Developer will not request payment from the Issuer for any improvements that are not part of the 2026B Project, and (ii) the Developer will follow all procedures set forth in this Development Agreement and in the Indenture with respect to the Payment Requests.

(f) Financial Records. The Developer will maintain proper books of record and account for the costs of the 2026B Project and all costs related thereto for not less than three (3) years after final payment of the Series 2026 B Bonds and any bonds issued to refund the same. Such accounting books shall be available for inspection by the Issuer or its agents at any reasonable time during regular business hours on reasonable notice.

(g) Plans. The Developer has obtained or will obtain approval of the plans and specifications for the 2026B Project and all required permits to perform the work under such plans and specifications from all appropriate departments of the Issuer, the State of West Virginia, the City of Bridgeport and from any other public entity or public utility from which such approval must be obtained. The 2026B Project will be constructed in compliance with the

Construction Contracts, the plans and specifications for which shall have been approved by the Issuer pursuant to Section 2.01, together with any change orders which have been executed and delivered pursuant to Section 3.01 and Second Amended Project Plan No. 2.

Section 8.02. No Limitation on Liability.

No provision of this Development Agreement shall in any way limit the Developer's responsibility for payment or performance of its obligations under any of the Construction Contracts.

Section 8.03. Representations of the Issuer.

The Issuer represents to the Developer as follows:

(a) The Issuer is a public corporation and governing body of Harrison County, West Virginia, a political subdivision of the State of West Virginia and has the full legal right, power and authority to enter into this Development Agreement, to enter into the Indenture, to issue, sell and deliver the Series 2026 Bonds, and to carry out and consummate the transactions on its part contemplated by the Bond Order, the Indenture and this Development Agreement;

(b) The Issuer, by all necessary official action of the Issuer, has duly authorized and approved the adoption, or execution and delivery by the Issuer of, and the performance by the Issuer of the obligations on its part contained in the Bond Order, the Indenture and this Development Agreement, and such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

(c) The Issuer has duly authorized the issuance and sale of the Series 2026 Bonds pursuant to the Bond Order, the Indenture, and the Act, and such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

(d) The Issuer has completed all necessary proceedings under the Act for the creation and establishment of the TIF District and the TIF Fund and the approval of Second Amended Project Plan No. 2.

(e) The Issuer shall comply in all material respects with all requirements of the laws of the State to the extent required to assure the timely collection of Tax Increment Revenues for the repayment of the Series 2026 Bonds.

(f) This Development Agreement is a legal, valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms.

Section 8.04. No Challenge to Authorizing Legislation, etc.

The Developer agrees not to institute any judicial or administrative proceedings or actions challenging (a) the validity, due authorization or adoption or enforceability of the Authorizing Legislation, (b) the creation of the TIF District, (c) the approval of the Second Amended Project Plan No. 2, or (d) the issuance of the Series 2026 Bonds.

Section 8.05. No Approval by Issuer.

Nothing contained in this Development Agreement shall constitute, be deemed to constitute or imply that members of the Issuer or any department, office, or agency, officer, or employee of the Issuer approves, favors, authorizes, or consents to any action or activity within or required for the development of the TIF District, including any land use approval, subdivision requirements, requirements for the provision of public utilities or services, or any administrative, judicial, quasi-judicial, or legislative action.

Section 8.06. Annual Report.

The Issuer shall timely prepare, publish and file each year the Annual Report prescribed by Section 15 of the Act. All costs of such preparation, publication and filing shall constitute Administrative Expenses under the Indenture. The Developer shall assist and cooperate with the Issuer in providing necessary information to ensure the timely filing of each Annual Report.

ARTICLE IX
TERMINATION

Section 9.01. Mutual Consent.

Except as provided in Section 9.02, this Development Agreement may be terminated only by the mutual, written consent of the Issuer and the Developer, in which event the Issuer may either execute contracts for or perform any remaining work related to the 2026B Project not accepted by the Issuer or other appropriate entity and use all or any portion of monies in the Series 2026 B Bonds Project Fund or other amounts transferred to the Series 2026 B Bonds Project Fund under the terms of the Fifth Supplemental Indenture to pay for same, or apply amounts in the Series 2026 B Bonds Project Fund to any other purpose permitted under the Fifth Supplemental Indenture and the Developer shall have no claim or right to any further payments to fund the costs of the 2026B Project hereunder, except as otherwise may be provided in such written consent. The Issuer's remedies under this Development Agreement for completion of the 2026B Project are not exclusive, and do not limit the Issuer's rights under any Construction Contract or any Performance Security or Payment Security.

Section 9.02. Issuer Election for Cause.

The following events shall constitute grounds for the Issuer, at its option, to terminate this Development Agreement, without the consent of the Developer:

(a) The Developer shall voluntarily file for liquidation, reorganization or other relief under any federal or State bankruptcy or insolvency law;

(b) The Developer shall have any involuntary bankruptcy or insolvency action filed against it, or shall suffer a trustee in bankruptcy or insolvency or receiver to take possession of the assets of the Developer, or shall suffer an attachment or levy of execution to be made against the property it owns in excess of $100,000 unless, in any of such cases, such circumstance shall have been terminated or released within 60 days thereafter;

(c) The Developer shall abandon development or construction of all or a substantial portion of the 2026B Project;

(d) The Developer shall breach any covenant or default in the performance of any obligation hereunder;

If any event described in clause (c) or (d) above occurs, the Issuer shall give written notice of its knowledge thereof to the Developer, which notice shall state with particularity the nature of the breach or default and the remedy requested, and the Developer agrees to meet and confer with the Issuer staff and consultants as to options available to assure timely completion of the 2026B Project and the payment of all costs of the 2026B Project. If the Issuer elects to terminate this Development Agreement, the Issuer shall first notify the Developer (and any mortgagee or trust deed beneficiary specified in writing by the Developer to the Issuer to receive such notice) of the grounds for such termination and allow the Developer 30 days to eliminate or mitigate to the satisfaction of the Issuer the grounds for such termination. Such period shall be

extended if the Developer is proceeding with diligence to eliminate or mitigate such grounds for termination. If at the end of such period (and any extension thereof), the Developer has not eliminated or mitigated such grounds, or if any event described in clause (a) or (b) above occurs, the Issuer may terminate this Development Agreement. In the event of the termination of this Development Agreement, the Developer is entitled to reimbursement for costs of the 2026B Project expended prior to the termination date of this Development Agreement solely from the Series 2026 B Bonds Project Fund according to the terms and conditions set forth in this Development Agreement.

In the event that this Development Agreement is terminated by the Issuer for cause, the Issuer may either execute contracts for or perform any remaining work related to the unfinished 2026B Project and use all or any portion of the monies in the Series 2026 B Bonds Project Fund or other amounts transferred to the Series 2026 B Bonds Project Fund for such purpose and the Developer shall have no claim or right to any further payments to fund the costs of the 2026B Project, except as otherwise may be provided upon the mutual written consent of the Issuer and the Developer. The Issuer's remedies under this section for completion of the 2026B Project are not exclusive, and do not limit the Issuer's rights under the Construction Contracts. Notwithstanding the foregoing, the Issuer shall not be required to complete the 2026B Project and shall not be responsible in any manner for the satisfactory completion of the 2026B Project.

Section 9.03. Force Majeure.

Whenever performance is required of a party hereunder, that party shall use all due diligence and take all necessary measures in good faith to perform, but if completion of performance is delayed by reasons of floods, earthquakes or other acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, damage to work in progress by casualty or by any other cause beyond the reasonable control of the party, then the specified time for performance shall be extended by the amount of the delay actually so caused.

ARTICLE X
MISCELLANEOUS

Section 10.01. Limited Liability of Issuer.

The Developer agrees that any and all obligations of the Issuer arising out of, or related to, this Development Agreement are special and limited obligations of the Issuer and do not constitute general obligation debt of the Issuer or a pledge of the Issuer's full faith and credit or taxing power, and the Issuer's obligations to make any payments hereunder or under the Indenture are restricted entirely to the monies, if any, in the TIF Fund, the Series 2026 B Bonds Project Fund, the Series 2026 B Bonds Costs of Issuance Fund and the Administrative Expense Fund and from no other source. The Developer shall not have any claim against the Issuer or any of its officers, officials, agents, or employees for damages suffered as a result of the Issuer's failure to perform in any respect any covenant, undertaking, or obligation under this Development Agreement, the Indenture, the Series 2026 Bonds or any other agreement, document, instrument or certificate executed, delivered or approved in connection with the issuance, sale and delivery of the Series 2026 Bonds (collectively, the "Bond Documents") or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to any obligation, undertaking, representation or covenant of the Issuer that is properly payable pursuant to the Act, and in accordance with this Development Agreement or in accordance with the Bond Documents. Any such claim shall be payable only from Tax Increment Revenues or the proceeds of the Series 2026 B Bonds that may be made available for such purposes under the Act and the Fifth Supplemental Indenture. Nothing contained herein shall be construed to preclude any action or proceeding in any court or before any governmental body, agency or instrumentality against the Issuer or any of its officers, officials, agents, or employees to enforce the performance of the undertakings of the Issuer in this Development Agreement or any of the documents executed in connection with the issuance of the Series 2026 B Bonds.

Section 10.02. Notices.

Any notice, payment or instrument required or permitted by this Development Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

(a) To the Issuer at:

The County Commission of Harrison County
Harrison County General Services Building
229 South 3rd Street
Clarksburg, WV 26301
Attention: President

(b) To the Developer at:

High Tech Corridor Development, LLC
600 White Oaks Boulevard
Bridgeport, WV 26330
Attn: Manager

Each party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

Section 10.03. Severability.

If any part of this Development Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Development Agreement shall be given effect to the fullest extent possible.

Section 10.04. Successors and Assigns.

It is understood by the Issuer and the Developer that subsequent to issuance of the Series 2026 B Bonds this Development Agreement may be assigned in its entirety by the Developer to another party, provided that no Construction Contract shall be construed as a partial assignment of the Development Agreement, so long as the Developer retains ultimate responsibility for the obligations to be performed under this Development Agreement. Such assignment may be made only if such action is permitted by Second Amended Project Plan No. 2 and if consented to in advance and in writing by the Issuer (which consent shall not be unreasonably withheld) and so long as the assignee assumes all of the obligations of the Developer hereunder. In connection with any such consent of the Issuer, the Issuer may condition or withhold its consent upon the acceptability of the financial condition of the proposed assignee, upon a demonstration of the proposed assignee's experience and capability to undertake and complete the development and construction of the 2026B Project and upon the assignee's express assumption of all obligations of the Developer hereunder or upon any other reasonable factor which the Issuer deems relevant in the circumstances. In any event, any such assignment shall be in writing, shall clearly identify the scope of the rights and obligations assigned and shall not be effective until approved in writing by the Issuer.

This Development Agreement shall be binding upon and, to the extent provided herein, inure to the benefit of the permitted successors and assigns of the parties hereto.

Section 10.05. Other Agreements.

The obligations of the Developer hereunder shall be those of a party hereto and not as an owner of property in the TIF District. Nothing herein shall be construed as affecting the Issuer's or the Developer's rights or duties to perform their respective obligations under other agreements, use regulations or subdivision requirements relating to the development of the lands in the TIF District. This Development Agreement shall not confer any additional rights, or waive any rights given, by either party hereto under any development or other agreement to which they are a party.

Section 10.06. No Other Liability of Developer.

The obligations of the Developer hereunder are strictly limited to the express obligations undertaken. In no event shall the Developer be liable for the payment of the principal of, or premium (if any) or interest on, the Series 2026 Bonds or any of the obligations of the Issuer under the Indenture.

Section 10.07. Waiver.

Failure by a party to insist upon the strict performance of any of the provisions of this Development Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Development Agreement thereafter.

Section 10.08. Merger.

No other agreement, statement or promise made by any party or any employee, officer or agent of any party with respect to any matters covered hereby that is not in writing and signed by all the parties to this Development Agreement shall be binding.

Section 10.09. Parties in Interest.

Nothing in this Development Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the Issuer or the Developer any rights, remedies or claims under or by reason of this Development Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Development Agreement contained by or on behalf of the Issuer or the Developer shall be for the sole and exclusive benefit of the Issuer and the Developer; provided, however, that, without limiting the generality of the foregoing, the Trustee and the registered owners of the Series 2026 B Bonds are intended to be third-party beneficiaries of the provisions of this Development Agreement.

Section 10.10. Amendment.

This Development Agreement may be amended, from time to time in a manner consistent with the Authorizing Legislation, by written supplement hereto and executed by the Issuer and the Developer. Prior written notice of any such written supplement shall be provided by the Developer to the Trustee no later than 7 Business Days prior to execution and delivery of such supplement, and copies of such supplement shall be delivered by the Developer to the Trustee within 5 Business Days after execution and delivery of such supplement.

Section 10.11. Counterparts.

This Development Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 10.12. Effective Date.

This Development Agreement shall be effective as of the Effective Date.

Section 10.13. Applicable Law.

This Development Agreement shall be governed by and enforced in accordance with the laws of the State of West Virginia applicable to contracts made and performed in the State of West Virginia.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties have executed this Development Agreement as of the day and year first above written.

THE COUNTY COMMISSION OF HARRISON COUNTY

By: _____
Its President

ATTEST:

By: _____
Its County Clerk

HIGH TECH CORRIDOR DEVELOPMENT, LLC, as Developer

By: _____
Its Manager

EXHIBIT A

PROJECT DESCRIPTION AND ESTIMATED COSTS

DESCRIPTION	ESTIMATED COST
Costs permitted by Second Amended Project Plan No. 2	$675,000

EXHIBIT B

$_____
The County Commission of Harrison County
Junior Subordinate Tax Increment Revenue
and Improvement Bonds
Series 2026 B Taxable
(Development District No. 3 – White Oaks)

FORM OF CERTIFICATE OF COMPLETION

The 2026B Project described in the Development Agreement for the Series 2026 B Bonds, dated December ____, 2026, by and between The County Commission of Harrison County, a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia and High Tech Corridor Development, LLC, as Developer and purchaser of the Series 2026 B Bonds (the "Development Agreement"), has been reviewed and found, to the best knowledge, information and belief of the Resident Project Representative, to be substantially complete, as such term is defined in the American Institute of Architects (AIA) Document 2704™ 2000 Certificate of Substantial Completion, or as contemplated by the Construction Contract(s) for the 2026B Project.

Date: _____

_____,
as Resident Project Representative

By: _____
Its _____

PRELIMINARY TRANSACTION SUMMARY[1]

THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA
Subordinate Tax Increment Revenue Refunding Bonds, Series 2026 A (Taxable)
(Harrison County Development District No. 3 - White Oaks)

No official statement will be prepared for this private placement offering. By the Purchaser's acceptance of the Subordinate Bonds, defined herein, the Purchaser shall be deemed to have had access to such financial and other information concerning the Issuer or any Obligor and the Subordinate Bonds as the Purchaser deemed necessary to make an independent decision to purchase the Subordinate Bonds, including the opportunity, at a reasonable time prior to our purchase of the Subordinate Bonds, to ask questions and receive answers concerning the Issuer or any Obligor and the terms and conditions of the offering of the Subordinate Bonds. This document is being prepared for the Purchaser in connection with a private placement identified by Piper Sandler & Co. Piper Sandler & Co. has not independently verified the information contained herein or otherwise made any further investigation of the Subordinate Bonds, the credit of the Issuer or any Obligor, the collateral, or the Subordinate Bonds terms. Neither Piper Sandler & Co. nor any of its affiliates, partners, officers, agents, employees or representatives make any representation or warranty, express or implied, as to the accuracy or completeness of such information. See Additional Disclaimers set forth herein, including those regarding forward-looking statements. The Purchaser of the Subordinate Bonds will be expected to complete its own due diligence if selected.

Issuer: The County Commission of Harrison County, West Virginia (the "County")

Subordinate Bonds: Subordinate Tax Increment Revenue Refunding Bonds, Series 2026 A (Taxable) (Harrison County Development District No. 3 - White Oaks) (the "Subordinate Bonds")

Par Amount: [1] $6,291,000

Closing Date: [1] December 1, 2026

Maturity: June 1, 2037

Projected Payoff: [1] June 1, 2036

Purchaser: [1] Clear Mountain Bank (the "Purchaser")

Developer: High Tech Corridor Development, LLC (the "Developer")

Method of Offering: Private placement with the Purchaser pursuant to an executed Bond Purchase Agreement and Investment Letter. There will be no secondary market for the Subordinate Bonds.

Purpose: [1] Proceeds of the Subordinate Bonds are being used for the following:

(i) Currently refund the Issuer's Second Amended and Restated Subordinate Tax Increment Revenue Bonds, Series 2021 B Taxable (Development District No. 3 – White Oaks) (the "Subordinate Series 2021 B Bonds") outstanding in the principal amount of $5,426,797.10,

(ii) Fund a Debt Service Reserve Fund for the Subordinate Bonds, and

(iii) Pay costs of issuance of the Subordinate Bonds.

Sources & Uses of Funds: [1]

Sources of Funds	Amount ($)
Par Amount of Subordinate Bonds	$6,291,000.00

Uses of Funds	Amount ($)
Subordinate Series 2021 B Bonds Escrow	5,562,467.03
Debt Service Reserve Fund	413,330
Costs of Issuance Fund	315,202.97
Total Uses of Funds	$6,291,000.00

Interest Rate: [1] 5.75%[1] per annum. The Subordinate Bonds shall bear interest at the fixed rate and be computed on a 30/360-day basis.

Interest Payments: Annual interest payments on June 1 of each year, commencing June 1, 2027.

State Tax Exemption: Interest on the Subordinate Bonds will be exempt from West Virginia state income tax.

[1]Preliminary, subject to change as of 9/28/26.

Rating: Non-Rated

Denominations: The Subordinate Bonds shall be issued in authorized denominations of $100,000 or any integral multiple of $0.01 in excess thereof.

Senior Series 2021 A Bonds: On May 25, 2021, the Issuer issued its $20,573,000 Senior Tax Increment Refunding Revenue Bonds, Series 2021 A Tax-Exempt (Development District No. 3 – White Oaks) (the "Senior Series 2021 A Bonds"), of which $15,333,000 is currently outstanding. The Senior Series 2021 A Bonds were privately placed with United Bank.

Security: The Senior Series 2021 A Bonds were issued pursuant to an Indenture of Trust, dated May 25, 2021 (the "Original Indenture"), by and between the County and United Bank, as Trustee, which has been replaced by Wesbanco Bank, Inc., as Trustee (the "Trustee"). The Subordinate Bonds and Junior Subordinate Bonds (defined herein) will be issued pursuant to a Fourth Supplemental Indenture of Trust, dated _____, 2026, by and between the County and the Trustee (the "Fourth Supplemental Indenture" and collectively with the Original Indenture, the "Indenture"). The Senior Series 2021 A Bonds, Subordinate Bonds and Junior Subordinate Bonds (collectively, the "Bonds") are special and limited obligations payable solely from the Tax Increment Revenues generated in the TIF District and deposited in the TIF Fund, and funds on deposit from time to time with the Trustee in certain funds and accounts established for the Bonds under the Indenture. The Bonds do not constitute general obligation debt of the County or pledge the County's full faith and credit or taxing power.

THE SUBORDINATE BONDS ARE PAYABLE AS TO LIEN ON, SOURCE OF AND SECURITY FOR PAYMENT BY THE TAX INCREMENT REVENUES COLLECTED AND DEPOSITED FROM TIME TO TIME IN THE TIF FUND HELD BY THE COUNTY AND THE REVENUE FUND HELD BY THE TRUSTEE WHICH PLEDGE AND LIEN IS SUBORDINATE IN ALL RESPECTS TO THE PLEDGE AND LIEN THEREON IN FAVOR OF THE SENIOR SERIES 2021 A BONDS.

- **Subordinate Lien on Tax Increment Revenues** - The Subordinate Bonds will have a 2nd lien on the Tax Increment Revenues collected with respect to the TIF District and deposited from time to time in the TIF Fund and the Revenue Fund held by the Trustee after payment of debt service on the Senior Series 2021 A Bonds as well as annual administrative and other expenses of the TIF District (the "Surplus TIF Revenues").

- **Mandatory Redemption of Principal** – The Subordinate Bonds will be subject to mandatory redemption of principal in $1,000 increments commencing on June 1, 2027 from Surplus TIF Revenues.

- **Debt Service Reserve** - A Debt Service Reserve Fund will be established for the Subordinate Bonds (the "Series 2026 A Bonds Reserve Fund") equal to 50% of the maximum annual debt service on the Subordinate Bonds, exclusive of bond year ending June 1, 2037.

- ***Developer Guarantee*** **–** *The Developer shall guarantee the timely payment of scheduled Interest and Principal Payments on the Subordinate Bonds if Surplus TIF Revenues are insufficient to make scheduled Interest and Principal Payments.*

- **Additional Bonds** - No Additional Bonds shall be issued on a parity with the Subordinate Bonds under the Indenture or any Supplemental Indenture without the prior written consent of the Purchaser.

Junior Subordinate Series 2026 B Bonds: [1]

Simultaneously with the closing of the Subordinate Bonds, the County plans to issue its Junior Subordinate Tax Increment Revenue and Improvement Bonds, Series 2026 B (Taxable) (Harrison County Development District No. 3 - White Oaks) (the "Junior Subordinate Bonds") in the aggregate principal amount of $675,000 to (i) finance the costs of future infrastructure and site improvements in the TIF District, and (ii) pay costs of issuance of the Junior Subordinate Bonds.

THE JUNIOR SUBORDINATE BONDS ARE PAYABLE AS TO LIEN ON, SOURCE OF AND SECURITY FOR PAYMENT FROM THE TAX INCREMENT REVENUES AND THE FUNDS ON DEPOSIT FROM TIME TO TIME IN THE TIF FUND AND THE REVENUE FUND WHICH PLEDGE AND LIEN IS SUBORDINATE IN ALL RESPECTS TO THE PLEDGE AND LIEN THEREON IN FAVOR OF THE SENIOR SERIES 2021 A BONDS AND SUBORDINATE BONDS.

Revenue Fund:

The County covenants to transfer to the Trustee all Tax Increment Revenues collected in the immediate prior month by the County Sheriff by the 10th of each month (or as soon thereafter as may be practical) for deposit in the Revenue Fund. The Trustee shall withdraw from the Revenue Fund and transfer amounts necessary to the following funds and accounts in the following order of priority (see Section 4.07 of the Indenture for a more detailed description):

1. Administrative Expense Fund to pay Administrative Expenses associated with the Senior Series 2021 A Bonds, Subordinate Bonds or Junior Subordinate Bonds and the TIF District;

2. Rebate Fund, as may be required to pay arbitrage rebate to the Internal Revenue Service pursuant to the Internal Revenue Code of 1986, as amended, with respect to the Senior Series 2021 A Bonds;

3. Series 2021 A Bonds Interest Account to pay all interest due and payable in the current Bond Year on the Senior Series 2021 A Bonds;

4. Series 2021 A Bonds Principal Account to pay all principal due and payable on the Senior Series 2021 A Bonds in the current Bond Year;

5. Series 2021 A Bonds Principal Account to pay all unpaid principal and interest on the Maturity Date of the Senior Series 2021 A Bonds.

6. Series 2021 A Reserve Fund if any withdrawals of funds were made to pay Debt Service on the Senior Series 2021 A Bonds or in the event of a decline in the value of invested funds in order to restore the Reserve Requirement;

7. Subordinate Bonds Debt Service Fund to pay all interest due and payable in the current Bond Year on the Subordinate Bonds;

8. Subordinate Bonds Debt Service Fund to pay all principal due and payable on the Subordinate Bonds in the current Bond Year;

9. Subordinate Bonds Redemption Account for the redemption of principal of the Subordinate Bonds in $1,000 increments if, on June 1 of each Bond Year, funds remain on deposit in the Revenue Fund following (1) through (8) above;

10. Subordinate Bonds Debt Service Fund to pay all unpaid principal and interest on the Maturity Date of the Subordinate Bonds.

11. Junior Subordinate Bonds Debt Service Fund to pay all interest due and payable in the current Bond Year on the Junior Subordinate Bonds;

12. Junior Subordinate Bonds Redemption Account for the redemption of principal of the Junior Subordinate Bonds in $1,000 increments if, on June 1 of each Bond Year, funds remain on deposit in the Revenue Fund following (1) through (11) above;

13. Junior Subordinate Bonds Debt Service Fund to pay all unpaid principal and interest on the Maturity Date of the Junior Subordinate Bonds.

14. Series 2021 A Redemption Account for the redemption of principal of the Senior Series 2021 A Bonds in $1,000 increments if, on June 1 of each Bond Year, funds remain on deposit in the Revenue Fund following (1) through (13) above and after any payments for Additional Bonds or Subordinate Bonds have been made.

Optional Redemption: The Subordinate Bonds are subject to redemption prior to maturity, at the option of the Issuer, as a whole or in part at any time at a Redemption Price equal to 100% of the principal amount redeemed, plus interest accrued thereon to the date set for redemption, with no redemption premium being due and payable. Such redemptions must be in $1,000 increments with the Subordinate Bonds being redeemed in inverse order of Principal Payment Date; provided that, unless all of the remaining principal of the Subordinate Bonds is being paid in full, such optional redemption of principal shall at all times leave an Authorized Denomination of the Subordinate Bonds outstanding.

Subordinate Bonds Scheduled Debt Service: [1]

Period Ending	*Principal*	*Coupon*	*Interest*	*Debt Service*	*Annual Debt Service*
12/01/2026					
06/01/2027	363,000	5.750%	180,866.25	543,866.25	543,866.25
06/01/2028	224,000	5.750%	340,860.00	564,860.00	564,860.00
06/01/2029	258,000	5.750%	327,980.00	585,980.00	585,980.00
06/01/2030	513,000	5.750%	313,145.00	826,145.00	826,145.00
06/01/2031	543,000	5.750%	283,647.50	826,647.50	826,647.50
06/01/2032	573,000	5.750%	252,425.00	825,425.00	825,425.00
06/01/2033	607,000	5.750%	219,477.50	826,477.50	826,477.50
06/01/2034	642,000	5.750%	184,575.00	826,575.00	826,575.00
06/01/2035	679,000	5.750%	147,660.00	826,660.00	826,660.00
06/01/2036	717,000	5.750%	108,617.50	825,617.50	825,617.50
06/01/2037	1,172,000	5.750%	67,390.00	1,239,390.00	1,239,390.00
	6,291,000		2,426,643.75	8,717,643.75	8,717,643.75

[1]Preliminary, subject to change as of 9/28/26.

PRELIMINARY TRANSACTION SUMMARY[1]

THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA
Subordinate Tax Increment Revenue Refunding Bonds, Series 2026 A (Taxable)
(Harrison County Development District No. 3 - White Oaks)

Projected Debt Service Coverage on Subordinate Bonds: [1]

Period Ending	Principal	Debt Service	Reserve Fund Earnings	Net Debt Service	Projected Surplus Revenues	Projected Annual Surplus	Debt Service Coverage
06/01/2027	363,000	543,866	(7,233)	536,633	627,422	90,789	116.92%
06/01/2028	224,000	564,860	(14,467)	550,393	644,587	94,194	117.11%
06/01/2029	258,000	585,980	(14,467)	571,513	668,493	96,979	116.97%
06/01/2030	513,000	826,145	(14,467)	811,678	950,174	138,496	117.06%
06/01/2031	543,000	826,648	(14,467)	812,181	950,494	138,314	117.03%
06/01/2032	573,000	825,425	(14,467)	810,958	949,749	138,791	117.11%
06/01/2033	607,000	826,478	(14,467)	812,011	949,994	137,984	116.99%
06/01/2034	642,000	826,575	(14,467)	812,108	950,229	138,121	117.01%
06/01/2035	679,000	826,660	(14,467)	812,193	950,482	138,289	117.03%
06/01/2036	717,000	825,618	(14,467)	811,151	949,779	138,629	117.09%
06/01/2037	1,172,000	1,239,390	(427,797)	811,593	950,447	138,854	117.11%
	6,291,000	8,717,644	(565,229)	8,152,415	9,541,853	1,389,438	

Assumes Reserve Fund is used towards final debt service payment. Assumes interest earnings @ 3.5%.

Projected Payoff of Subordinate Bonds with Mandatory Redemption of Principal: [1]

Period Ending	Scheduled Principal	Scheduled Principal + Redemption	Computed Interest	Total Debt Service	Reserve Fund Earnings & Principal	Net Debt Service	Projected Surplus Revenues	Projected Annual Surplus
06/01/2027	363,000	453,000	180,866	633,866	(7,233)	626,633	627,422	789
06/01/2028	224,000	323,000	335,685	658,685	(14,467)	644,218	644,587	369
06/01/2029	258,000	365,000	317,113	682,113	(14,467)	667,646	668,493	847
06/01/2030	513,000	668,000	296,125	964,125	(14,467)	949,658	950,174	516
06/01/2031	543,000	707,000	257,715	964,715	(14,467)	950,248	950,494	246
06/01/2032	573,000	747,000	217,063	964,063	(14,467)	949,596	949,749	154
06/01/2033	607,000	790,000	174,110	964,110	(14,467)	949,643	949,994	351
06/01/2034	642,000	836,000	128,685	964,685	(14,467)	950,218	950,229	11
06/01/2035	679,000	884,000	80,615	964,615	(14,467)	950,148	950,482	334
06/01/2036	717,000	518,000	29,785	547,785	(427,797)	119,988	949,779	829,791
06/01/2037	1,172,000						950,447	950,447
	6,291,000	6,291,000	2,017,762	8,308,761	(550,762)	7,757,999	9,541,853	1,783,854

Assumes Reserve Fund is used towards final debt service payment. Assumes interest earnings @ 3.5%.

Series 2021 A Bonds Debt Service and Projected Payoff of Subordinate Bonds: [1]

Tax Due Date 1-Apr	Projected Net Property Tax Increment	Senior Series 2021 A Bonds Principal & Interest	Reserve 3.50%	Net Debt Service	Surplus TIF Revenues for Series 2026 A	Subordinate Series 2026 A Bonds[1] Principal	Interest	Total	Reserve 3.50%	Net Debt Service	Surplus TIF Revenues for Junior Bonds
2027	**2,171,560**	1,571,658	(27,519)	1,544,138.05	**627,422**	453,000	180,866.00	633,866.00	(7,233)	626,633.00	**789**
2028	**2,189,100**	1,572,033	(27,519)	1,544,513.05	**644,587**	323,000	335,685.00	658,685.00	(14,467)	644,218.00	**369**
2029	**2,213,501**	1,572,528	(27,519)	1,545,008.05	**668,493**	365,000	317,113.00	682,113.00	(14,467)	667,646.00	**847**
2030	**2,494,770**	1,572,115	(27,519)	1,544,595.55	**950,174**	668,000	296,125.00	964,125.00	(14,467)	949,658.00	**516**
2031	**2,494,770**	1,571,795	(27,519)	1,544,275.55	**950,494**	707,000	257,715.00	964,715.00	(14,467)	950,248.00	**246**
2032	**2,494,770**	1,572,540	(27,519)	1,545,020.55	**949,749**	747,000	217,063.00	964,063.00	(14,467)	949,596.00	**153**
2033	**2,494,770**	1,572,295	(27,519)	1,544,775.55	**949,994**	790,000	174,110.00	964,110.00	(14,467)	949,643.00	**351**
2034	**2,494,770**	1,572,060	(27,519)	1,544,540.55	**950,229**	836,000	128,685.00	964,685.00	(14,467)	950,218.00	**11**
2035	**2,494,770**	1,571,808	(27,519)	1,544,288.05	**950,482**	884,000	80,615.00	964,615.00	(14,467)	950,148.00	**334**
2036	**2,494,770**	1,572,510	(27,519)	1,544,990.55	**949,779**	518,000	29,785.00	547,785.00	(427,797)	119,988.00	**829,791**
2037	**2,494,770**	2,358,113	(813,789)	1,544,323.05	**950,447**	-	0.00	0.00	0	-	**950,447**
	26,532,321	**18,079,453**	**(1,088,984)**	**16,990,468.55**	**9,541,853**	**6,291,000**	**2,017,762.00**	**8,308,762.00**	**(550,766)**	**7,757,996.00**	**1,783,857**

[1]Preliminary, subject to change as of 9/28/26.

PRELIMINARY TRANSACTION SUMMARY[1]

THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA
Subordinate Tax Increment Revenue Refunding Bonds, Series 2026 A (Taxable)
(Harrison County Development District No. 3 - White Oaks)

Net Property Tax Increment:[1] The Calculation of Net Property Tax Increment was prepared by Piper Sandler & Co., as Placement Agent on behalf of the Issuer, and is based on a number of assumptions, including but not limited to (as noted therein) certified assessed values of the TIF District that were provided by the Harrison County Assessor as of July 1, 2025, and a schedule of anticipated future development and values of same as provided by the Developer. All projections are preliminary and subject to change.

Calculation of Net Property Tax Increment[1]

Assessment Year 1-Jul	Tax Year 30-Jun	Tax Due Date 1-Apr	TAXABLE ASSESSED VALUE ($)[1]								
			Class II County	Class II City	Class III Real	Class III Personal	Class III Total	Class IV Real	Class IV Personal	Class IV Total	Class II-III-IV Total
2006	2007	Base Year	120	0	200	0	200	186,980	0	186,980	187,300
2020	2021	2022	**1,980**	**0**	1,646,410	125,693	**1,772,103**	89,943,900	20,584,714	**110,528,614**	**112,302,697**
2021	2022	2023	**1,980**	**0**	1,632,810	84,409	**1,717,219**	90,486,040	17,842,380	**108,328,420**	**110,047,619**
2022	2023	2024	**1,980**	**0**	1,638,850	96,110	**1,734,960**	94,423,180	20,853,394	**115,276,574**	**117,013,514**
2023	2024	2025	**1,980**	**0**	1,692,240	88,214	**1,780,454**	96,592,960	23,979,587	**120,572,547**	**122,354,981**
2024	2025	2026	**1,980**	**0**	1,662,530	295,950	**1,958,480**	98,481,400	22,834,408	**121,315,808**	**123,276,268**
2025	2026	2027	**1,980**	**3,105,060**	1,815,610	332,264	**2,147,874**	97,350,940	25,627,872	**122,978,812**	**125,128,666**
2026	2027	2028	**1,980**	**5,130,060**	1,815,610	332,264	**2,147,874**	97,350,940	25,627,872	**122,978,812**	**125,128,666**
2027	2028	2029	**1,980**	**7,947,060**	1,815,610	332,264	**2,147,874**	97,350,940	25,627,872	**122,978,812**	**125,128,666**
2028	2029	2030	**1,980**	**10,419,060**	1,815,610	332,264	**2,147,874**	104,850,940	33,127,872	**137,978,812**	**140,128,666**
2029	2030	2031	**1,980**	**10,419,060**	1,815,610	332,264	**2,147,874**	104,850,940	33,127,872	**137,978,812**	**140,128,666**
2030	2031	2032	**1,980**	**10,419,060**	1,815,610	332,264	**2,147,874**	104,850,940	33,127,872	**137,978,812**	**140,128,666**
2031	2032	2033	**1,980**	**10,419,060**	1,815,610	332,264	**2,147,874**	104,850,940	33,127,872	**137,978,812**	**140,128,666**
2032	2033	2034	**1,980**	**10,419,060**	1,815,610	332,264	**2,147,874**	104,850,940	33,127,872	**137,978,812**	**140,128,666**
2033	2034	2035	**1,980**	**10,419,060**	1,815,610	332,264	**2,147,874**	104,850,940	33,127,872	**137,978,812**	**140,128,666**
2034	2035	2036	**1,980**	**10,419,060**	1,815,610	332,264	**2,147,874**	104,850,940	33,127,872	**137,978,812**	**140,128,666**
2035	2036	2037	**1,980**	**10,419,060**	1,815,610	332,264	**2,147,874**	104,850,940	33,127,872	**137,978,812**	**140,128,666**

Tax Due Date 1-Apr	INCREMENTAL ASSESSED VALUE ($)[1]					LEVY RATES[2]				NET PROPERTY TAX INCREMENT ($)[3,4]			
	Class II County	Class III City	Class III Total	Class IV Total	Class II-III-IV Total	Class II County	Class II City	Class III County	Class IV City	Gross Total	Discount 2.50%	Admin Expense	Projected Total
Year													
2022	1,860	0	1,771,903	110,341,634	**112,115,397**	0.6550%	0.8884%	1.2940%	1.7608%	1,965,836	(49,146)	(7,500)	**1,909,190**
2023	1,860	0	1,717,019	108,141,440	**109,860,319**	0.6550%	0.8884%	1.3100%	1.7608%	1,926,660	(48,166)	(7,500)	**1,870,993**
2024	1,860	0	1,734,760	115,089,594	**116,826,214**	0.6550%	0.8884%	1.3100%	1.7768%	2,067,649	(51,691)	(7,500)	**2,008,458**
2025	1,860	0	1,780,254	120,385,567	**122,167,681**	0.6550%	0.8884%	1.3100%	1.7768%	2,162,344	(54,059)	(7,500)	**2,100,786**
2026	1,860	0	1,958,280	121,128,828	**123,088,968**	0.6550%	0.8884%	1.3100%	1.7768%	2,177,883	(54,447)	(7,500)	**2,115,936**
2027	1,860	3,105,060	2,147,674	122,791,832	**128,046,426**	0.6550%	0.8884%	1.3100%	1.7768%	2,237,497	(55,937)	(10,000)	**2,171,560**
2028	1,860	5,130,060	2,147,674	122,791,832	**130,071,426**	0.6550%	0.8884%	1.3100%	1.7768%	2,255,487	(56,387)	(10,000)	**2,189,100**
2029	1,860	7,947,060	2,147,674	122,791,832	**132,888,426**	0.6550%	0.8884%	1.3100%	1.7768%	2,280,514	(57,013)	(10,000)	**2,213,501**
2030	1,860	10,419,060	2,147,674	137,791,832	**150,360,426**	0.6550%	0.8884%	1.3100%	1.7768%	2,568,995	(64,225)	(10,000)	**2,494,770**
2031	1,860	10,419,060	2,147,674	137,791,832	**150,360,426**	0.6550%	0.8884%	1.3100%	1.7768%	2,568,995	(64,225)	(10,000)	**2,494,770**
2032	1,860	10,419,060	2,147,674	137,791,832	**150,360,426**	0.6550%	0.8884%	1.3100%	1.7768%	2,568,995	(64,225)	(10,000)	**2,494,770**
2033	1,860	10,419,060	2,147,674	137,791,832	**150,360,426**	0.6550%	0.8884%	1.3100%	1.7768%	2,568,995	(64,225)	(10,000)	**2,494,770**
2034	1,860	10,419,060	2,147,674	137,791,832	**150,360,426**	0.6550%	0.8884%	1.3100%	1.7768%	2,568,995	(64,225)	(10,000)	**2,494,770**
2035	1,860	10,419,060	2,147,674	137,791,832	**150,360,426**	0.6550%	0.8884%	1.3100%	1.7768%	2,568,995	(64,225)	(10,000)	**2,494,770**
2036	1,860	10,419,060	2,147,674	137,791,832	**150,360,426**	0.6550%	0.8884%	1.3100%	1.7768%	2,568,995	(64,225)	(10,000)	**2,494,770**
2037	1,860	10,419,060	2,147,674	137,791,832	**150,360,426**	0.6550%	0.8884%	1.3100%	1.7768%	2,568,995	(64,225)	(10,000)	**2,494,770**

[1]Preliminary, subject to change as of 9/28/26.

NOTES TO THE NOTES TO THE PROJECTIONS:

(1) Increases in Taxable Assessed Values ($) for New Development*

Annual Inflation Rate on Class IV Real: 0%

Description	Units	Average Sale Sale Price	Property Class	Tax Year 30-Jun	Appraised Value Real	Appraised Value Personal	Assessed Value Real	Assessed Value Personal	Assessed Value Total
Townhomes	9	375,000	II	2027	3,375,000	0	2,025,000	0	2,025,000
Duplexes	6	495,000	II	2028	2,970,000	0	1,782,000	0	1,782,000
Patio Homes	3	575,000	II	2028	1,725,000	0	1,035,000	0	1,035,000
Duplexes	6	495,000	II	2029	2,970,000	0	1,782,000	0	1,782,000
Patio Homes	2	575,000	II	2029	1,150,000	0	690,000	0	690,000
Car Dealership			IV	2029	12,500,000	12,500,000	7,500,000	7,500,000	15,000,000
[Reserved]									
					24,690,000	12,500,000	14,814,000	7,500,000	22,314,000

**Based on estimates provided by the Developer.*

(2) Rates of Levy for 2025 Tax Year: Levying Body	Class II County	Class II City	Class III Total	Class IV Total
State of West Virginia	0.50	0.50	1.00	1.00
City of Bridgeport	n/a	23.34	n/a	46.68
Harrison County Commission	26.20	26.20	52.40	52.40
Harrison County Board of Education	38.80	38.80	77.60	77.60
Total	65.50	88.84	131.00	177.68

(3) Discount:

Estimated property tax discount based on historical collection rates.

(4) Admin Expenses:

Estimated expenses of TIF District, including, Trustee, disclosure and legal fees.

TIF District and Project Plan: On October 4, 2007, the County entered an order (i) creating a property tax increment financing district in Harrison County known as "Harrison County Development District No. 3 – White Oaks" (the "TIF District"), (ii) approving Project Plan No. 1 which provided for the design, acquisition, construction and equipping of certain projects in the TIF District, and (iii) creating a TIF Fund for the TIF District to be held by the Sheriff and Treasurer of Harrison County (the "TIF Fund").

On May 21, 2015, the County entered an order approving Project Plan No. 2 for the second phase of development in the TIF District to extend White Oaks Boulevard to the Saltwell Road Exit off Interstate 79 (allowing traffic to enter and exit from two separate exits to reduce traffic congestion) and provide additional public infrastructure improvements in the TIF District.

On December 28, 2018 the County entered an order approving Amended Project Plan No. 2 to include additional phases of development of certain infrastructure projects within the TIF District, including, but not limited to the design, acquisition, construction and equipping of new road construction and road improvements, water, sewer, electric, gas and other necessary utility improvements, intersection improvements, curbing, traffic control, lighting, sidewalks and other related infrastructure, engineering, remediation, earthwork, site preparation, cut and fill, site infrastructure, and improvements to public infrastructure within the TIF District. On July 26, 2023, the County entered an order further amending Project Plan No. 2 to include the use of tax increment financing for residential development.

[1]Preliminary, subject to change as of 9/28/26.

On November 20, 2024, the County entered an Order which: (i) extended the termination date of the TIF District from October 4, 2037, to October 4, 2052; and (ii) further amended Project Plan No. 2 to permit the issuance of obligations for the TIF District with a maturity not later than 30 years from their issue date (rather than 30 years from the creation date of the TIF District).

TIF District Location:

The TIF District is situated in the north central part of West Virginia and is located in the City of Bridgeport in Harrison County, adjacent to the rapidly growing 1-79 corridor at the crossing of 1-79 and Highway Route 279. The TIF District is 25 miles south of Morgantown, 100 miles south of Pittsburgh, and 125 miles north of Charleston (the West Virginia State Capitol), and is one day's drive from 6 of the 8 largest U.S. metropolitan areas. Within a 500-mile radius of White Oaks is 50% of the U.S. population.

Over $1 billion has been spent on development in the TIF District and nearby facilities in the last 10 years, including the FBI's Criminal Justice Information Services Center, a 500,000 square foot facility that employs 3,000 workers, and the FBI's Biometric Center of Excellence, a 360,000 square foot facility that employs 1,500 people. West Virginia University Hospital's affiliate, United Hospital Center, is located across the TIF District and employs 1,800 full-time people and has 220 beds. The North Central West Virginia Airport is located 5 miles from White Oaks and offers one of the longest runways in West Virginia. The Mid-Atlantic Aerospace Complex is located at the airport and employs over 1,000 in aviation-related jobs and houses Lockheed-Martin, Mitsubishi Heavy Industries, Pratt & Whitney, Aurora Flight Sciences, FMW Composite Systems, KCI Aviation, East Coast Army National Guard Fixed Wing Training Base, Engine Airframe Solutions, and the Robert C. Byrd National Aerospace Center and Institute for Advanced Flexible Manufacturing.

White Oaks Business Park:

The White Oaks Business Park ("White Oaks") makes up most of the area within the TIF District. The 470-acre park has been designed as a modern, green business park with a campus style atmosphere that offers support services to United Hospital Center, the FBI Criminal Justice Headquarters and the FBI Biometrics Center of Excellence. White Oaks offers a unique combination of professional business services, health services, hospitality, restaurants and retail.

White Oaks has been the preferred location for the expansion and relocation of many sizable enterprises, including Steptoe & Johnson PLLC, Eastern Gas Transmission (a Berkshire Hathaway company) and The Thrasher Group. These firms have located their headquarters at White Oaks and each employ between 300 and 400 people. Contractors doing business with the FBI's Criminal Justice Information Center and United Hospital Center are also tenants of White Oaks, some with significant employment. Energy companies are substantial tenants at White Oaks, including Antero Resources Corp and Marathon Petroleum. The Village at White Oaks includes small business, retail and dining, and consists of two buildings with approximately 40,000 square feet.

Current Development

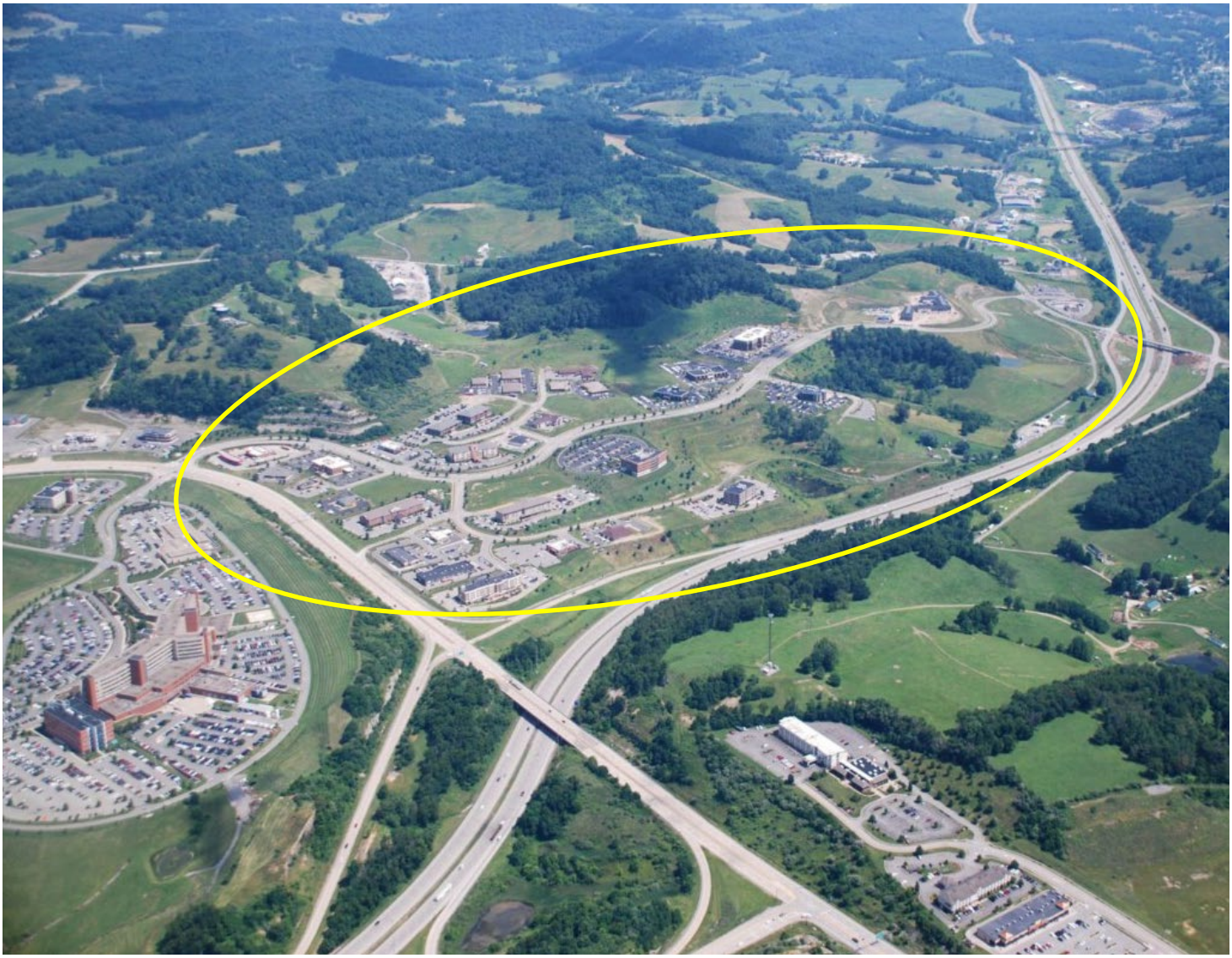
Development within White Oaks is ongoing on both the residential and commercial sides of the park. Oakwood Estates, the Business Park's residential neighborhood, is actively under construction and offers a mix of patio homes, townhomes and duplexes. To date, 12 patio homes and 9 townhomes have been completed, and construction of an additional 16 duplex units is underway. The residential program is planned to carry across White Oaks Boulevard onto a 2.0-acre pad adjoining the Harmony at White Oaks assisted living facility, where additional patio homes are planned.

Office development is continuing as well, with up to three 10,000 square foot buildings planned for a 2.19-acre pad adjoining the Manchin Assisted Living building. Jenkins Automotive also intends to construct a new Subaru dealership within the Business Park, with capacity for as many as 300 vehicles and construction currently anticipated to begin in 2027.

[1]Preliminary, subject to change as of 9/28/26.

White Oaks currently has five pad-ready sites occupying 12.14 acres with pad sizes ranging from 2.0 to 2.88 acres per parcel, two of which are committed to the residential and office development described above.

Aerial of White Oaks Business Park and TIF District



[1]Preliminary, subject to change as of 9/28/26.



[1]Preliminary, subject to change as of 9/28/26.

















[1]Preliminary, subject to change as of 9/28/26.

















[1]Preliminary, subject to change as of 9/28/26.

Assessment Procedure:

West Virginia law provides that all property must be assessed annually as of the first day of July. Assessment on this day is the basis for the following year's property taxes. The assessor must complete the land and personal property books not later than January 30. The county commission, not later than February 1, must meet for the purpose of sitting as a board of equalization and review of such assessment books. After completion of the review and assessment, the county commission certifies and returns the property books to the assessor. Appeal of any assessment which was protested to the board of equalization and review may be made to the circuit court of the county within 30 days after adjournment of the county commission sitting as a board of equalization and review. A taxpayer can elect to have its protest of an assessment heard by the county commission sitting as a board of assessment appeals in October, rather than by the county commission sitting as a board of equalization and review in February. In order to utilize this option, the taxpayer must pay the disputed taxes. The assessor annually, not later than March 3, must furnish a certified statement to certain governmental bodies in the county, including the board of education, showing the aggregate value of all real and personal property. During the month of March, the county commission, the county board of education and municipal governments prepare their budgets for the fiscal year beginning July 1. After these budgets are approved, these governments officially set the property tax levy rate for the coming year sufficient to pay budgeted expenses not expected to be paid from other sources. For example, the 2025 assessment year valuations are made as of July 1, 2025, with taxes levied and collected during 2026 and 2027 (becoming delinquent April 1, 2027).

Tax Collection Procedure:

All taxes for real estate and personal property are collected by the Harrison County Sheriff (the "Sheriff") and are remitted by the Sheriff to the State and other local levying bodies. Public utility taxes are collected directly by the State Auditor (the "Auditor") and are remitted by the Auditor to the Sheriff for distribution. Tax statements are mailed by the Sheriff's office in July, and they may be paid in two installments. The first half of the tax is subject to a 2.5% discount if paid by September 1; thereafter, the amount payable is net until October 1, after which a 9% penalty is added. Likewise, the second half is subject to a 2.5% discount if paid by March 1 and to April 1, and 9% penalty thereafter.

The Sheriff, after ascertaining which taxes are delinquent, shall on or before May 1 next succeeding the year for which taxes are assessed, prepare delinquent lists, which shall be posted at the front door of the courthouse and published as a legal advertisement at least two weeks prior to the presentation to the county commission for examination, with such presentation required on or before May 15. After examination and correction, the commissioners shall certify such lists pertaining to real property to the Auditor not later than June 1. On or before September 10, the Sheriff shall prepare a second list of delinquent taxes, as of September 1, together with a notice of sale for properties upon which such taxes are due. Such properties shall be certified to the Auditor for disposition on October 31. Upon certification to the Auditor, tax liens on the subject properties shall be sold at public auction that take place beginning March 1 following the year of certification. No such sale shall be made for any sum less than the total amount of taxes, interest and charges then due. If any tracts or lots remain unsold after the Auditor's public auction, they are subject to sale by the Auditor without additional advertising or public auction on such terms as the Auditor deems appropriate. After certification to the Auditor, any tracts or lots may be redeemed by any person entitled to pay the taxes thereon at any time prior to the sale by payment to the Auditor of the total amount of taxes, interest, and charges due thereon up to the date of redemption. The Auditor reports monthly to the sheriff, the county assessor and the clerk of the county commission all properties in the county that were redeemed in his office during the preceding month. The Auditor, each month, draws his warrant upon the State treasury payable to the sheriff of the county for that part of the taxes, interest and charges received by him or her upon the redemption of the property included in his report that was owing to any of the taxing units in the county. The sheriff accounts for and pays over such money as if it had been paid to him or her before sale and redemption.

Under the West Virginia Tax Increment Financing Act, Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended, the Sheriff is required to deposit in the TIF Fund all Tax Increment Revenues generated in the TIF District.

TIF District Termination Date: Pursuant to Section 10 of the West Virginia Tax Increment Financing Act, Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended, and Section 2.10 of the Indenture, notwithstanding any other provision of the Indenture to the contrary, the TIF District shall dissolve on the earlier date of the following: (i) payment in full or legal defeasance of the outstanding principal of and interest on all tax increment financing obligations that have been issued by the Issuer for the benefit of the TIF District, or to refund such obligations, together with the satisfaction of all obligations on the TIF Fund for the payment of pay-as-you-go projects that have been approved for the TIF District, provided that there is no approved project plan for the TIF District which provides for the issuance of additional tax increment financing obligations for the TIF District not theretofore issued; or (ii) October 4, 2052, being the current termination date of the TIF District (the "Termination Date"). The Purchaser will agree that any principal or interest on the Subordinate Bonds which remains due and payable following October 4, 2052, shall be waived and the Subordinate Bonds shall thereupon be considered legally discharged and satisfied. Following October 4, 2052, the Issuer shall cause the Sheriff to transfer all funds then on deposit in the TIF Fund to the Revenue Fund, to be used, first for the payment of Administrative Expenses of the TIF District, and then for payment to the Registered Owners of the tax increment financing obligations issued for the TIF District in their order of priority.

After obtaining the approval of the West Virginia Department of Economic Development, the County entered an Order on November 20, 2024, extending the termination date of the TIF District from October 4, 2037 (the "Original Termination Date") to October 4, 2052, pursuant to Section 10 of the TIF Act. However, in (i) City of Bridgeport, West Virginia v. Hooker, Case No. CC-20-2025-C-70 (the "State Court Case") before the Circuit Court of Kanawha County (the "Kanawha County Court"), West Virginia and (ii) Genesis Partners, Limited Partnership v. City of Bridgeport, West Virginia and G. Andrew Lang, Civil Action No. 1:24-CV-106 (the "Federal Court Case", and, together with the State Court Case, the "Pending Cases") before the United States District Court for the Northern District of West Virginia (the "Northern District Court") various parties are litigating, among other things, the ability to utilize Section 10 of the TIF Act to extend the termination date of a TIF District beyond thirty years from its creation date. On March 24, 2026, the Kanawha County Court entered an Order Declaring Certain Provisions of W.Va. Code Section 7-11B-10 (2023) Unconstitutional and Entering Final Judgement which essentially held that it was unconstitutional to extend the tax increment financing district which was the subject of that case beyond its initial thirty year term (the "Circuit Court Order"). On June 3, 2026, the West Virginia Supreme Court (the "WVSC") entered an Order (the "WVSC Order") granting expedited review of the Circuit Court Order and set a schedule which provided for final briefing on the appeal to be due on August 17, 2026 with a final opinion of the WVSC then following at any time after the conclusion of briefing.

If the WVSC issues a final opinion in the appeal of the State Court Case which applies to the County and the TIF District and has the effect of eliminating the ability of the County to utilize Section 10 of the TIF Act to extend the termination date of the TIF District to October 4, 2052, the Original Termination Date of the TIF District shall apply rather than the October 4, 2052 Termination Date. In such event, the TIF District shall cease to be in existence on the Original Termination Date and the Purchaser and the Trustee on behalf of the Purchaser agree, pursuant to the Indenture that in such case any principal of and interest on any Subordinate Bonds which remain due and payable following the Original Termination Date shall be waived by the Purchaser and the Trustee and such parties agree that the Subordinate Bonds shall thereupon be considered legally discharged, satisfied and cancelled.

[1]Preliminary, subject to change as of 9/28/26.

Additional Disclaimers:

Investor Letter Language: Unless Piper Sandler obtains a written representation in the following form as part of the investor letter or otherwise, Piper Sandler will be required under its regulatory authority to obtain a CUSIP for the Subordinate Bonds:

The purchaser is a bank[1], any entity directly or indirectly controlled by a bank, or under common control with a bank (other than a dealer registered under the Exchange Act), or a consortium of such entities; and the purchaser is purchasing the Subordinate Bonds solely for its own account for investment purposes only, with a present intent to hold the securities until maturity, early redemption or mandatory tender (subject to the understanding that disposition of purchaser's property will remain at all times within its control).

Forward Looking Statements: This document may contain statements which should be considered "forward-looking statements," meaning they refer to possible future events or conditions. Such statements may be identifiable by the words such as "may," "will," "should," "plans," "expects," "anticipates, "estimates," "believes," "projects", "budget," or similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties, and other factors which may cause actual results, performance, or achievements described to be materially different from any future results, performance, or achievements expressed or implied by such forward-looking statements. We therefore caution against placing substantial reliance on such forward-looking statements. All forward-looking statements included within any document are made only as of the date such document is labeled current. The Issuer does not expect or intend to issue any updates or revisions to those forward-looking statements.

General Disclaimer: This document is being sent to you as a prospective purchaser or lender in connection with a private placement or loan opportunity identified by Piper Sandler & Co. or its affiliate. Piper Sandler & Co. and its affiliates have not independently verified the information contained herein or otherwise made any further investigation of the loan, the credit of the borrower or any obligor, the collateral and the loan terms. Neither Piper Sandler & Co. nor any of its affiliates, partners, officers, agents, employees or representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of such information. All references to financial information of the borrower, any obligor or the collateral shall not be considered as applicable for any period after the date they are referenced, unless expressly stated otherwise.

In addition to the attached document, you as prospective purchaser will be provided with or granted access to all of the available financial and other information requested and deemed by you to be necessary to enable you to make an independent and informed judgment with respect to the collateral, the borrower and any obligor and their credit and the desirability of purchasing an interest in the prospective financing. You as prospective purchaser agree to make a complete examination of all loan documents and approve of the form and content of the same prior to your funding and you agree that Piper Sandler & Co. and its affiliates shall have no responsibility to perform and have not independently performed an examination of or approved the loan documents or any specific loan terms

[1]The term "bank" means a banking institution organized under the laws of the United States or a Federal savings association, as defined in section 2(5) of the Home Owners' Loan Act [12 USCS § 1462(5)], (B) a member bank of the Federal Reserve System, (C) any other banking institution or savings association, as defined in section 2(4) of the Home Owners' Loan Act [12 USCS § 1462(4)], whether incorporated or not, doing business under the laws of any State or of the United States, a substantial portion of the business of which consists of receiving deposits or exercising fiduciary powers similar to those permitted to national banks under the authority of the Comptroller of the Currency pursuant to the first section of Public Law 87-722 (12 U.S.C. 92a), and which is supervised and examined by State or Federal authority having supervision over banks or savings associations, and which is not operated for the purpose of evading the provisions of this title, and (D) a receiver, conservator, or other liquidating agent of any institution or firm included in clauses (A), (B), or (C) of this paragraph." 15 U.S.C.S. § 78c.(a)(6).

[1]Preliminary, subject to change as of 9/28/26.

and shall not have any duty to inspect the collateral or the books and records of Issuer or any obligor.

By accepting this package and considering becoming a prospective purchaser, you hereby represent that you have the sophistication and knowledge required to evaluate the loan, the credit of the borrower and any obligor, the collateral and the loan terms and that you will make your own independent credit analysis and decision to purchase your interest in the loan based upon your own independent examination and evaluation of the transaction and the information you have deemed appropriate, without reliance on Piper Sandler & Co. or its affiliates, its directors, officers, employees, attorneys or agents.

Piper Sandler & Co., its affiliates, directors, officers, employees, attorneys or agents make no representations or warranties, express or implied as to the business wisdom or propriety of purchasing the Subordinate Bonds, compliance with any lending or regulatory requirements, the credit worthiness of the Borrower or any obligor and the value and security of the collateral or with respect to the solvency, condition (financial or other) or future condition (financial or other) of borrower, any obligor, or the collateral securing any loan or for the due execution, legality, validity, enforceability, genuineness, sufficiency or collectability of the collateral or any loan document relative thereto. Piper Sandler & Co. and its affiliates shall not be responsible for the performance or observance of any of the terms, covenants or conditions of the loan documents.

The Developer has provided the information contained herein under the section headings White Oaks Business Park and TIF District Location and the Issuer assumes no responsibility for the accuracy of such information. Other parties have provided the information contained in the following section headings and the Issuer assumes no responsibility for the accuracy of such information: Net Property Tax Increment, Tax Collection Procedure, and Assessment Procedure

[1]Preliminary, subject to change as of 9/28/26.

BOND PRICING

The County Commission of Harrison County
Subordinate Tax Increment Revenue Bonds, Series 2026 A (Taxable)
(Harrison County Development District No. 3 - White Oaks)

Bond Component	*Maturity Date*	*Amount*	*Rate*	*Yield*	*Price*
Series 2026 B Bonds:					
	06/01/2037	6,291,000	5.750%	5.750%	100.000
		6,291,000			

Dated Date	12/01/2026	
Delivery Date	12/01/2026	
First Coupon	06/01/2027	
Par Amount	6,291,000.00	
Original Issue Discount		
Production	6,291,000.00	100.000000%
Underwriter's Discount		
Purchase Price	6,291,000.00	100.000000%
Accrued Interest		
Net Proceeds	6,291,000.00	

Notes:
All figures herein are preliminary, subject to change.
Stated interest rate is for planning purposes only.

SOURCES AND USES OF FUNDS

The County Commission of Harrison County
Subordinate Tax Increment Revenue Bonds, Series 2026 A (Taxable)
(Harrison County Development District No. 3 - White Oaks)

Dated Date	12/01/2026
Delivery Date	12/01/2026

Sources:

Bond Proceeds:	
Par Amount	6,291,000.00
	6,291,000.00

Uses:

Project Fund Deposits:	
Series 2021 B Principal Redemption	5,426,797.10
Series 2021 B Interest Payable (6/1/26 to 12/1/26)	135,669.93
	5,562,467.03
Other Fund Deposits:	
Reserve Fund	413,330.00
Delivery Date Expenses:	
Cost of Issuance	315,202.97
	6,291,000.00

Notes:
All figures herein are preliminary, subject to change.
Estimated Cost of Issuance of 5% of the Par Amount of Bonds.
Reserve Fund equal to 50% of Maximum Annual Debt Service exclusive of Bond Year 2037.

BOND DEBT SERVICE

The County Commission of Harrison County
Subordinate Tax Increment Revenue Bonds, Series 2026 A (Taxable)
(Harrison County Development District No. 3 - White Oaks)

Dated Date	12/01/2026
Delivery Date	12/01/2026

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/01/2026					
06/01/2027	363,000	5.750%	180,866.25	543,866.25	543,866.25
06/01/2028	224,000	5.750%	340,860.00	564,860.00	564,860.00
06/01/2029	258,000	5.750%	327,980.00	585,980.00	585,980.00
06/01/2030	513,000	5.750%	313,145.00	826,145.00	826,145.00
06/01/2031	543,000	5.750%	283,647.50	826,647.50	826,647.50
06/01/2032	573,000	5.750%	252,425.00	825,425.00	825,425.00
06/01/2033	607,000	5.750%	219,477.50	826,477.50	826,477.50
06/01/2034	642,000	5.750%	184,575.00	826,575.00	826,575.00
06/01/2035	679,000	5.750%	147,660.00	826,660.00	826,660.00
06/01/2036	717,000	5.750%	108,617.50	825,617.50	825,617.50
06/01/2037	1,172,000	5.750%	67,390.00	1,239,390.00	1,239,390.00
	6,291,000		2,426,643.75	8,717,643.75	8,717,643.75

Notes:
All figures herein are preliminary, subject to change.
Stated interest rate is for planning purposes only.
Interest rate for planning purposes only.

NET DEBT SERVICE

The County Commission of Harrison County
Subordinate Tax Increment Revenue Bonds, Series 2026 A (Taxable)
(Harrison County Development District No. 3 - White Oaks)

Date	Principal	Coupon	Interest	Total Debt Service	Reserve Fund Earnings	Net Debt Service	Annual Net D/S
06/01/2027	363,000	5.750%	180,866.25	543,866.25	7,233.28	536,632.97	536,632.97
06/01/2028	224,000	5.750%	340,860.00	564,860.00	14,466.55	550,393.45	550,393.45
06/01/2029	258,000	5.750%	327,980.00	585,980.00	14,466.55	571,513.45	571,513.45
06/01/2030	513,000	5.750%	313,145.00	826,145.00	14,466.55	811,678.45	811,678.45
06/01/2031	543,000	5.750%	283,647.50	826,647.50	14,466.55	812,180.95	812,180.95
06/01/2032	573,000	5.750%	252,425.00	825,425.00	14,466.55	810,958.45	810,958.45
06/01/2033	607,000	5.750%	219,477.50	826,477.50	14,466.55	812,010.95	812,010.95
06/01/2034	642,000	5.750%	184,575.00	826,575.00	14,466.55	812,108.45	812,108.45
06/01/2035	679,000	5.750%	147,660.00	826,660.00	14,466.55	812,193.45	812,193.45
06/01/2036	717,000	5.750%	108,617.50	825,617.50	14,466.55	811,150.95	811,150.95
06/01/2037	1,172,000	5.750%	67,390.00	1,239,390.00	427,796.55	811,593.45	811,593.45
	6,291,000		2,426,643.75	8,717,643.75	565,228.78	8,152,414.97	8,152,414.97

Notes:
All figures herein are preliminary, subject to change.
Assumes Reserve Fund is used towards final debt service payment. Assumes interest earnings @ 3.5%.

PROJECTED DEBT SERVICE COVERAGE

The County Commission of Harrison County
Subordinate Tax Increment Revenue Bonds, Series 2026 A (Taxable)
(Harrison County Development District No. 3 - White Oaks)

Period Ending	Principal	Debt Service	Reserve Fund Earnings	Net Debt Service	Projected Surplus Revenues	Projected Annual Surplus	Debt Service Coverage
06/01/2027	363,000	543,866	(7,233)	536,633	627,422	90,789	116.92%
06/01/2028	224,000	564,860	(14,467)	550,393	644,587	94,194	117.11%
06/01/2029	258,000	585,980	(14,467)	571,513	668,493	96,979	116.97%
06/01/2030	513,000	826,145	(14,467)	811,678	950,174	138,496	117.06%
06/01/2031	543,000	826,648	(14,467)	812,181	950,494	138,314	117.03%
06/01/2032	573,000	825,425	(14,467)	810,958	949,749	138,791	117.11%
06/01/2033	607,000	826,478	(14,467)	812,011	949,994	137,984	116.99%
06/01/2034	642,000	826,575	(14,467)	812,108	950,229	138,121	117.01%
06/01/2035	679,000	826,660	(14,467)	812,193	950,482	138,289	117.03%
06/01/2036	717,000	825,618	(14,467)	811,151	949,779	138,629	117.09%
06/01/2037	1,172,000	1,239,390	(427,797)	811,593	950,447	138,854	117.11%
	6,291,000	8,717,644	(565,229)	8,152,415	9,541,853	1,389,438	

Notes:
All figures herein are preliminary, subject to change.
See Calculation of Net Property Tax Increment.
Assumes Reserve Fund is used towards final debt service payment. Assumes interest earnings @ 3.5%.

PROJECTED PAYOFF WITH MANDATORY REDEMPTION OF PRINCIPAL

The County Commission of Harrison County
Subordinate Tax Increment Revenue Bonds, Series 2026 A (Taxable)
(Harrison County Development District No. 3 - White Oaks)

Period Ending	Principal	Debt Service	Reserve Fund Earnings	Net Debt Service	Projected Surplus Revenues	Projected Annual Surplus
06/01/2027	453,000	633,866	(7,233)	626,633	627,422	789
06/01/2028	323,000	658,685	(14,467)	644,218	644,587	369
06/01/2029	365,000	682,113	(14,467)	667,646	668,493	847
06/01/2030	668,000	964,125	(14,467)	949,658	950,174	516
06/01/2031	707,000	964,715	(14,467)	950,248	950,494	246
06/01/2032	747,000	964,063	(14,467)	949,596	949,749	154
06/01/2033	790,000	964,110	(14,467)	949,643	949,994	351
06/01/2034	836,000	964,685	(14,467)	950,218	950,229	11
06/01/2035	884,000	964,615	(14,467)	950,148	950,482	334
06/01/2036	518,000	547,785	(427,797)	119,988	949,779	829,791
06/01/2037					950,447	950,447
	6,291,000	8,308,761	(550,762)	7,757,999	9,541,853	1,783,854

Notes:
All figures herein are preliminary, subject to change.
See Calculation of Net Property Tax Increment.
Assumes Reserve Fund is used towards final debt service payment. Assumes interest earnings @ 3.5%.

BUSINESS PROMOTIONAL MATERIALS DISCLAIMER

The County Commission of Harrison County
Subordinate Tax Increment Revenue Bonds, Series 2026 A (Taxable)
(Harrison County Development District No. 3 - White Oaks)

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The information contained herein may include hypothetical interest rates or interest rate savings for a potential refunding. Interest rates used herein take into consideration conditions in today's market and other factual information such as credit rating, geographic location and market sector. Interest rates described herein should not be viewed as rates that Piper Sandler expects to achieve for you should we be selected to act as your underwriter or placement agent. Information about interest rates and terms for SLGs is based on current publically available information and treasury or agency rates for open-market escrows are based on current market interest rates for these types of credits and should not be seen as costs or rates that Piper Sandler could achieve for you should we be selected to act as your underwriter or placement agent. More particularized information and analysis may be provided after you have engaged Piper Sandler as an underwriter or placement agent or under certain other exceptions as describe in the Section 15B of the Exchange Act.

Note: All figures herein are preliminary, subject to change.

The County Commission of Harrison County Development District No. 3 - White Oaks Business Park
CALCULATION OF NET PROPERTY TAX INCREMENT*

Assessment Year 1-Jul	Tax Year 30-Jun	Tax Due Date 1-Apr	TAXABLE ASSESSED VALUE ($)[1]								
			Class II	Class II	Class III			Class IV			Class II-III-IV
			County	City	Real	Personal	Total	Real	Personal	Total	Total
2006	2007	Base Year	120	0	200	0	200	186,980	0	186,980	187,300
2020	2021	2022	**1,980**	**0**	1,646,410	125,693	**1,772,103**	89,943,900	20,584,714	**110,528,614**	**112,302,697**
2021	2022	2023	**1,980**	**0**	1,632,810	84,409	**1,717,219**	90,486,040	17,842,380	**108,328,420**	**110,047,619**
2022	2023	2024	**1,980**	**0**	1,638,850	96,110	**1,734,960**	94,423,180	20,853,394	**115,276,574**	**117,013,514**
2023	2024	2025	**1,980**	**0**	1,692,240	88,214	**1,780,454**	96,592,960	23,979,587	**120,572,547**	**122,354,981**
2024	2025	2026	**1,980**	**0**	1,662,530	295,950	**1,958,480**	98,481,400	22,834,408	**121,315,808**	**123,276,268**
2025	2026	2027	**1,980**	**3,105,060**	1,815,610	332,264	**2,147,874**	97,350,940	25,627,872	**122,978,812**	**125,128,666**
2026	2027	2028	**1,980**	**5,130,060**	1,815,610	332,264	**2,147,874**	97,350,940	25,627,872	**122,978,812**	**125,128,666**
2027	2028	2029	**1,980**	**7,947,060**	1,815,610	332,264	**2,147,874**	97,350,940	25,627,872	**122,978,812**	**125,128,666**
2028	2029	2030	**1,980**	**10,419,060**	1,815,610	332,264	**2,147,874**	104,850,940	33,127,872	**137,978,812**	**140,128,666**
2029	2030	2031	**1,980**	**10,419,060**	1,815,610	332,264	**2,147,874**	104,850,940	33,127,872	**137,978,812**	**140,128,666**
2030	2031	2032	**1,980**	**10,419,060**	1,815,610	332,264	**2,147,874**	104,850,940	33,127,872	**137,978,812**	**140,128,666**
2031	2032	2033	**1,980**	**10,419,060**	1,815,610	332,264	**2,147,874**	104,850,940	33,127,872	**137,978,812**	**140,128,666**
2032	2033	2034	**1,980**	**10,419,060**	1,815,610	332,264	**2,147,874**	104,850,940	33,127,872	**137,978,812**	**140,128,666**
2033	2034	2035	**1,980**	**10,419,060**	1,815,610	332,264	**2,147,874**	104,850,940	33,127,872	**137,978,812**	**140,128,666**
2034	2035	2036	**1,980**	**10,419,060**	1,815,610	332,264	**2,147,874**	104,850,940	33,127,872	**137,978,812**	**140,128,666**
2035	2036	2037	**1,980**	**10,419,060**	1,815,610	332,264	**2,147,874**	104,850,940	33,127,872	**137,978,812**	**140,128,666**

NOTES TO THE NOTES TO THE PROJECTIONS:

(1) Increases in Taxable Assessed Values ($) for New Development*

Annual Inflation Rate on Class IV Real: 0%

Description	Units	Average Sale Sale Price	Property Class	Tax Year 30-Jun	Appraised Value Real	Appraised Value Personal	Assessed Value Real	Assessed Value Personal	Assessed Value Total
Townhomes	9	375,000	II	2027	3,375,000	0	2,025,000	0	2,025,000
Duplexes	6	495,000	II	2028	2,970,000	0	1,782,000	0	1,782,000
Patio Homes	3	575,000	II	2028	1,725,000	0	1,035,000	0	1,035,000
Duplexes	6	495,000	II	2029	2,970,000	0	1,782,000	0	1,782,000
Patio Homes	2	575,000	II	2029	1,150,000	0	690,000	0	690,000
Car Dealership			IV	2029	12,500,000	12,500,000	7,500,000	7,500,000	15,000,000
[Reserved]									
					24,690,000	12,500,000	14,814,000	7,500,000	22,314,000

*All figures are preliminary, subject to change.

The County Commission of Harrison County Development District No. 3 - White Oaks Business Park
CALCULATION OF NET PROPERTY TAX INCREMENT*

Assessment Year 1-Jul	Tax Year 30-Jun	Tax Due Date 1-Apr	INCREMENTAL ASSESSED VALUE ($)[1]					LEVY RATES[2]				NET PROPERTY TAX INCREMENT ($)[3,4]				
			Class II County	Class III City	Class III Total	Class IV Total	Class II-III-IV Total	Class II Rate		Class III Rate	Class IV Rate	Gross Total	Discount 2.50%	Admin Expense	Projected Total	Actual Collected
2006	2007	Base Year														
2020	2021	2022	1,860	0	1,771,903	110,341,634	**112,115,397**	0.6550%	0.8884%	1.2940%	1.7608%	1,965,836	(49,146)	(7,500)	**1,909,190**	**1,849,348**
2021	2022	2023	1,860	0	1,717,019	108,141,440	**109,860,319**	0.6550%	0.8884%	1.3100%	1.7608%	1,926,660	(48,166)	(7,500)	**1,870,993**	**1,950,468**
2022	2023	2024	1,860	0	1,734,760	115,089,594	**116,826,214**	0.6550%	0.8884%	1.3100%	1.7768%	2,067,649	(51,691)	(7,500)	**2,008,458**	**2,058,746**
2023	2024	2025	1,860	0	1,780,254	120,385,567	**122,167,681**	0.6550%	0.8884%	1.3100%	1.7768%	2,162,344	(54,059)	(7,500)	**2,100,786**	**2,062,161**
2024	2025	2026	1,860	0	1,958,280	121,128,828	**123,088,968**	0.6550%	0.8884%	1.3100%	1.7768%	2,177,883	(54,447)	(7,500)	**2,115,936**	**2,180,977**
2025	2026	2027	1,860	3,105,060	2,147,674	122,791,832	**128,046,426**	0.6550%	0.8884%	1.3100%	1.7768%	2,237,497	(55,937)	(10,000)	**2,171,560**	
2026	2027	2028	1,860	5,130,060	2,147,674	122,791,832	**130,071,426**	0.6550%	0.8884%	1.3100%	1.7768%	2,255,487	(56,387)	(10,000)	**2,189,100**	
2027	2028	2029	1,860	7,947,060	2,147,674	122,791,832	**132,888,426**	0.6550%	0.8884%	1.3100%	1.7768%	2,280,514	(57,013)	(10,000)	**2,213,501**	
2028	2029	2030	1,860	10,419,060	2,147,674	137,791,832	**150,360,426**	0.6550%	0.8884%	1.3100%	1.7768%	2,568,995	(64,225)	(10,000)	**2,494,770**	
2029	2030	2031	1,860	10,419,060	2,147,674	137,791,832	**150,360,426**	0.6550%	0.8884%	1.3100%	1.7768%	2,568,995	(64,225)	(10,000)	**2,494,770**	
2030	2031	2032	1,860	10,419,060	2,147,674	137,791,832	**150,360,426**	0.6550%	0.8884%	1.3100%	1.7768%	2,568,995	(64,225)	(10,000)	**2,494,770**	
2031	2032	2033	1,860	10,419,060	2,147,674	137,791,832	**150,360,426**	0.6550%	0.8884%	1.3100%	1.7768%	2,568,995	(64,225)	(10,000)	**2,494,770**	
2032	2033	2034	1,860	10,419,060	2,147,674	137,791,832	**150,360,426**	0.6550%	0.8884%	1.3100%	1.7768%	2,568,995	(64,225)	(10,000)	**2,494,770**	
2033	2034	2035	1,860	10,419,060	2,147,674	137,791,832	**150,360,426**	0.6550%	0.8884%	1.3100%	1.7768%	2,568,995	(64,225)	(10,000)	**2,494,770**	
2034	2035	2036	1,860	10,419,060	2,147,674	137,791,832	**150,360,426**	0.6550%	0.8884%	1.3100%	1.7768%	2,568,995	(64,225)	(10,000)	**2,494,770**	
2035	2036	2037	1,860	10,419,060	2,147,674	137,791,832	**150,360,426**	0.6550%	0.8884%	1.3100%	1.7768%	2,568,995	(64,225)	(10,000)	**2,494,770**	

(2) Rates of Levy for 2025 Tax Year:	**Class II**	**Class II**	**Class III**	**Class IV**
Levying Body	**County**	**City**	**Total**	**Total**
State of West Virginia	0.50	0.50	1.00	1.00
City of Bridgeport	n/a	23.34	n/a	46.68
Harrison County Commission	26.20	26.20	52.40	52.40
Harrison County Board of Education	38.80	38.80	77.60	77.60
Total	65.50	88.84	131.00	177.68

(3) Discount:

Estimated property tax discount based on historical collection rates.

(4) Admin Expenses:

Estimated expenses of TIF District, including, Trustee, disclosure and legal fees.

*All figures are preliminary, subject to change.

The County Commission of Harrison County Development District No. 3 - White Oaks Business Park

Projection of Surplus Funds

for Subordinate Series 2026 A and Series 2026 B[1]

Tax Due Date 1-Apr	Projected Net Property Tax Increment	Senior Series 2021 A Bonds Principal & Interest	Reserve 3.50%	Net Debt Service	Surplus TIF Revenues for Series 2026 A	Subordinate Series 2026 A Bonds[1] Principal	Interest	Total	Reserve 3.50%	Net Debt Service	Surplus TIF Revenues for Junior Bonds	Junior Subordinate Series 2026 B Bonds Interest 5.00%	Aggregate Interest Due	Principal Redeemed	Interest + Redemption	Surplus Revenues	Par Bond Balance
																	675,000
2027	2,171,560	1,571,658	(27,519)	1,544,138.05	627,422	453,000	180,866.00	633,866.00	(7,233)	626,633.00	789	16,875.00	16,875.00	-	-	789	675,000
2028	2,189,100	1,572,033	(27,519)	1,544,513.05	644,587	323,000	335,685.00	658,685.00	(14,467)	644,218.00	369	33,750.00	50,625.00	-	-	369	675,000
2029	2,213,501	1,572,528	(27,519)	1,545,008.05	668,493	365,000	317,113.00	682,113.00	(14,467)	667,646.00	847	33,750.00	84,375.00	-	-	847	675,000
2030	2,494,770	1,572,115	(27,519)	1,544,595.55	950,174	668,000	296,125.00	964,125.00	(14,467)	949,658.00	516	33,750.00	118,125.00	-	-	516	675,000
2031	2,494,770	1,571,795	(27,519)	1,544,275.55	950,494	707,000	257,715.00	964,715.00	(14,467)	950,248.00	246	33,750.00	151,875.00	-	-	246	675,000
2032	2,494,770	1,572,540	(27,519)	1,545,020.55	949,749	747,000	217,063.00	964,063.00	(14,467)	949,596.00	153	33,750.00	185,625.00	-	-	153	675,000
2033	2,494,770	1,572,295	(27,519)	1,544,775.55	949,994	790,000	174,110.00	964,110.00	(14,467)	949,643.00	351	33,750.00	219,375.00	-	-	351	675,000
2034	2,494,770	1,572,060	(27,519)	1,544,540.55	950,229	836,000	128,685.00	964,685.00	(14,467)	950,218.00	11	33,750.00	253,125.00	-	-	11	675,000
2035	2,494,770	1,571,808	(27,519)	1,544,288.05	950,482	884,000	80,615.00	964,615.00	(14,467)	950,148.00	334	33,750.00	286,875.00	-	-	334	675,000
2036	2,494,770	1,572,510	(27,519)	1,544,990.55	949,779	518,000	29,785.00	547,785.00	(427,797)	119,988.00	829,791	33,750.00	320,625.00	509,000	829,625.00	166	166,000
2037	2,494,770	2,358,113	(813,789)	1,544,323.05	950,447	-	0.00	0.00	0	-	950,447	8,300.00	8,300.00	166,000	174,300.00	784,447	0
	26,532,321	18,079,453	(1,088,984)	16,990,468.55	9,541,853	6,291,000	2,017,762.00	8,308,762.00	(550,766)	7,757,996.00	1,783,857	328,925.00		675,000	1,003,925.00		1,003,925

Closing Date =	12/1/2026
Accrued Interest on the Series 2021 B Bonds (6/1/26 to 12/1/26) =	135,669.93
Current Series 2021 B Bonds Par Amount =	5,635,434.19
Series 2021 B Outstanding Principal (as of 6/1/2026) =	5,426,797.10
Undrawn Amount =	208,637.09
Future Amount to Draw =	675,000.00

[1]All figures are preliminary, subject to change.

BOND PURCHASE AGREEMENT

[December 1], 2026

The County Commission of Harrison County, West Virginia
301 West Main Street
Clarksburg, West Virginia 26301
Attention: President

Ladies and Gentlemen:

Clear Mountain Bank, Inc. (the "Purchaser") offers to enter into the following agreement (this "Agreement") with The County Commission of Harrison County, West Virginia (the "Issuer") for the purchase by the Purchaser from the Issuer of certain bonds proposed to be issued by the Issuer, as described herein, which bonds are being placed with the Purchaser by Piper Sandler & Co., as placement agent for the Issuer (the "Placement Agent"). Upon acceptance of this offer by the Issuer, to be evidenced by the countersignature of its duly authorized officer in the signature space provided below, the following terms of agreement shall become contractual and binding, by and between the Purchaser and the Issuer. This offer is made subject to the Issuer's written acceptance on the date hereof and, if not so accepted, will be subject to withdrawal by the Purchaser upon notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer.

Terms used but not defined herein shall have the meanings given such terms in the Indenture of Trust dated as of May 25, 2021 (the "Original Indenture"), by and between the Issuer and United Bank, as predecessor trustee (the "Prior Trustee"), as supplemented and amended by a First Supplemental Indenture of Trust dated as of August 11, 2023, a Second Supplemental Indenture of Trust dated as of July 19, 2024, a Third Supplemental Indenture of Trust dated as of November 1, 2025, and a Fourth Supplemental Indenture of Trust dated as of the date hereof (the "Fourth Supplemental Indenture" and, collectively with the Original Indenture and the foregoing supplemental indentures, the "Indenture"), by and between the Issuer and WesBanco Bank, Inc., as successor trustee to the Prior Trustee pursuant to an Instrument of Removal, Appointment and Acceptance dated as of April 2, 2025 (the "Trustee").

In consideration of their mutual covenants and agreements, and effective upon the execution of this Agreement by the Issuer, the Purchaser and the Issuer agree as follows:

1. **Description of and Agreement to Purchase the Series 2026 A Bonds.** Upon and subject to the terms, conditions and provisions set forth in this Agreement, the Purchaser hereby agrees to purchase from the Issuer, and the Issuer agrees to sell to the Purchaser, all of the Issuer's $6,291,000 Subordinate Tax Increment Revenue Refunding Bonds, Series 2026 A (Taxable) (Development District No. 3 – White Oaks) (the "Series 2026 A Bonds"). The Series 2026 A Bonds are to be issued under, for the purposes described in, and secured as provided in the Indenture, and shall contain the various terms set forth in Exhibit A hereto. Interest on the Series 2026 A Bonds is **not** excludable from gross income for federal income tax purposes. The Series 2026 A Bonds shall be exempt from all income taxes of the State of West Virginia (the "State"),

whether imposed on individuals, corporations or other persons, from State business franchise taxes and from ad valorem property taxes.

Simultaneously with the issuance of the Series 2026 A Bonds, the Issuer intends to issue its Junior Subordinate Tax Increment Revenue and Improvement Bonds, Series 2026 B (Taxable) (Development District No. 3 – White Oaks) in the aggregate principal amount of $675,000 (the "Series 2026 B Bonds") for the purposes of (i) financing the costs of future infrastructure and site improvements in the TIF District (as defined herein) and (ii) paying costs of issuance of the Series 2026 B Bonds. The Series 2026 B Bonds will be payable pursuant to a pledge and lien upon the Tax Increment Revenues and the funds on deposit from time to time in the TIF Fund and the Revenue Fund, which pledge and lien is subordinate in all respects to the pledge and lien thereon in favor of the Series 2021 A Bonds (as defined herein) and the Series 2026 A Bonds. The Purchaser is not purchasing, and shall have no obligation with respect to, the Series 2026 B Bonds.

2. **Purchase Price.** The aggregate purchase price of the Series 2026 A Bonds shall be $6,291,000 (the "Purchase Price").

3. **Representations, Warranties and Covenants of the Issuer.** The Issuer represents, warrants and covenants as follows:

(a) The Issuer is a county commission validly created and existing under West Virginia law, and has full power and authority pursuant to the Constitution of the State, the other laws of the State, including, without limitation, Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended (the "Act"), and any regulations promulgated thereunder, as the same are currently in effect (collectively, the "Laws"), to: (i) enter into this Agreement; (ii) adopt the Bond Order (as defined herein); (iii) execute the Fourth Supplemental Indenture; (iv) issue, sell and deliver the Series 2026 A Bonds as provided in this Agreement; (v) currently refund and redeem the Second Amended and Restated Subordinate Tax Increment Revenue Bonds, Series 2021 B Taxable (Development District No. 3 – White Oaks) (the "Series 2021 B Bonds"), outstanding in the principal amount of $5,426,797.10; and (vi) perform its obligations under and as contemplated in this Agreement, the Bond Order, the Indenture, the Series 2026 A Bonds and any documents or instruments required to be executed by the Issuer in connection with any of the foregoing (collectively, the "Transaction Documents"). The County Commissioners, the County Clerk and other officials of the Issuer have been duly and lawfully elected or appointed to such positions.

(b) The Issuer has, by a Bond Authorizing Resolution and Order duly adopted and entered of record on November 18, 2026 (the "Bond Order"), which Bond Order has not been amended, further supplemented, rescinded or repealed, and which remains in full force and effect, duly authorized (i) the issuance, execution and delivery of the Series 2026 A Bonds; (ii) the execution, delivery and due performance of each of the Transaction Documents and of other documents, instruments, agreements and certificates; (iii) the current refunding and redemption of the Series 2021 B Bonds; (iv) the taking of any action as may be required on the part of the Issuer to consummate the transactions contemplated by the Transaction Documents; and (v) the taking of all other actions relating to the issuance of the Series 2026 A Bonds. All necessary approvals of the transactions

contemplated by the Transaction Documents by the State, its officers and agencies, and the Issuer have been obtained; and there is no further requirement as to any other consent, approval, authorization or other order of, filing with, registration with, or certification by, any regulatory authority having jurisdiction over the Issuer, and no election or referendum of or by any person, organization or public body whatsoever is required in connection with any of the foregoing transactions, except that the Issuer makes no representation with respect to the Blue Sky requirements of any state. There are no provisions of the Laws which would allow, as of the date of this Agreement or any subsequent date, any public vote, referendum or other non-judicial proceeding the results of which could invalidate any of the Transaction Documents or invalidate, limit or condition the obligations of the Issuer undertaken in any of the Transaction Documents.

(c) The Series 2026 A Bonds will conform to their description in the Bond Order and the Indenture and, when delivered to and paid for by the Purchaser, will have been duly authorized, executed, issued and delivered by, and will constitute valid and binding special limited obligations of, the Issuer, payable solely from the Trust Estate (as defined in the Fourth Supplemental Indenture), including the Surplus TIF Revenues, enforceable in accordance with their terms and the terms of the Bond Order and the Indenture, except as limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and except to the extent that enforceability may be limited by the application of general principles of equity. No event of default under the Indenture or the Transaction Documents has occurred and is continuing, and no event has occurred and is continuing which, with the lapse of time or the giving of notice or both, would constitute such an event of default.

(d) Upon their due execution and delivery, the Transaction Documents will constitute legal, valid and binding obligations of the Issuer, enforceable in accordance with their terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and except to the extent that enforceability may be limited by the application of general principles of equity.

(e) The execution and delivery of the Transaction Documents, the adoption of the Bond Order, and compliance with the provisions of the Transaction Documents will not conflict with or result in a violation of the Laws or, to the best of the Issuer's knowledge, any other law to which the Transaction Documents or the transactions contemplated thereby are subject, including, without limitation, any debt limitations or other restrictions or conditions on the debt-issuing power of the Issuer, and, to the best of the Issuer's knowledge, will not conflict with or result in a violation or breach of, or constitute a default under, any law or administrative regulation or any of the terms, conditions or provisions of any judgment, decree, loan agreement, note, resolution, indenture, mortgage, deed of trust or other agreement or instrument to which the Issuer is a party or by which the Issuer is bound, including, without limitation, the Indenture and the provisions thereof governing the issuance of Subordinate Bonds.

(f) No action, suit, inquiry, investigation or proceeding, at law or in equity, to which the Issuer is or would be a party, is pending or, to the best of the knowledge of the Issuer, threatened, nor to the best of the knowledge of the Issuer is any such matter to which

the Issuer is not a party pending or threatened, in or before any court, governmental agency, authority, body or arbitrator, which in any way: (i) affects the creation, organization or existence of the Issuer or the TIF District; (ii) contests the title of the present members of the Issuer's governing body or other officers of the Issuer to their respective offices; (iii) seeks to restrain or enjoin the issuance, sale or delivery of the Series 2026 A Bonds, the refunding of the Series 2021 B Bonds, or the execution and delivery of the Transaction Documents, or the pledge of the Trust Estate, or of any other funds or property pledged under the Indenture to secure the payment of the principal of and interest on the Series 2026 A Bonds (the "Pledged Property"); (iv) contests or affects, in any way, the validity or enforceability of the Transaction Documents, the pledge of the Pledged Property, the powers or authority of the Issuer with respect to the Transaction Documents or with respect to the collection of Tax Increment Revenues; or (v) contests or affects the exemption of the Series 2026 A Bonds or the Indenture from registration with the United States Securities and Exchange Commission.

(g) Neither this Agreement nor any of the statements, materials, documents, certificates, contracts, financial information, financial projections or other information relating to the Issuer or the Series 2026 A Bonds supplied to the Purchaser by or on behalf of the Issuer contains, to the best of the Issuer's knowledge, an untrue statement of a material fact or omits a material fact necessary to make the statements and information contained herein or therein not misleading, in light of the circumstances under which they were made. There is no fact (other than matters of a general economic or political nature which do not affect the Issuer uniquely) known to the Issuer which the Issuer has not disclosed to the Purchaser and to counsel to the Purchaser in writing which materially and adversely affects, or could materially and adversely affect, the ability of the Issuer to timely satisfy its obligations to the Purchaser under the Transaction Documents. Notwithstanding any provision to the contrary in this Agreement, the Issuer did not prepare or supply any information in connection with (i) any presentation of collection history of Tax Increment Revenues of the TIF District, (ii) any projections of future collections of Tax Increment Revenues of the TIF District, including the Calculation of Net Property Tax Increment, or (iii) any schedules of anticipated future development in the TIF District, and the Issuer assumes no responsibility for any such information.

(h) The covenants, representations and warranties of the Issuer contained in each of the Transaction Documents will, when executed and delivered by the Issuer, be true and correct in all material respects.

(i) The Issuer will not take or omit to take any action which will in any way result in the proceeds from the sale of the Series 2026 A Bonds being applied in a manner other than as provided in the Bond Order and the Indenture.

(j) Prior to the Closing Date (as hereinafter defined), the Issuer shall have taken all actions necessary to be taken by it for (i) the issuance and sale of the Series 2026 A Bonds upon the terms set forth in this Agreement, the Bond Order and the Indenture and under the Laws; (ii) the call for redemption of the Series 2021 B Bonds on the Closing Date; and (iii) the execution and delivery by the Issuer of all such other instruments and the taking of all such other actions on the part of the Issuer as may be necessary or as are

reasonably appropriate for the effectuation and consummation of the transactions contemplated by the Transaction Documents. The Issuer has taken such actions as are necessary to cause the covenants, warranties and representations contained in this Agreement to be true as of the Closing Date.

(k) Any certification signed by the President of the Issuer or other official of the Issuer, or by a duly appointed and acting deputy or assistant of said officials on his or her behalf, and delivered to the Purchaser shall be deemed a representation and warranty by the Issuer to the Purchaser as to the truth of the statements made by the Issuer in that certificate.

(l) Except for the use by the Issuer of Piper Sandler & Co., as Placement Agent for the Series 2026 A Bonds, the fees and expenses of which will be paid from the proceeds of the sale of the Series 2026 A Bonds deposited in the Series 2026 A Bonds Costs of Issuance Fund, the Issuer has not engaged any broker or finder in connection with the transactions contemplated herein, and no action by the Issuer will cause or support any valid claim to be asserted against the Purchaser by any broker, finder or intermediary in connection with such transaction.

4. **Representations of the Purchaser.** The Purchaser represents and warrants as follows:

(a) The Purchaser is a West Virginia chartered bank duly organized, validly existing and in good standing under the laws of the State and has full power and authority to execute and deliver this Agreement, to make the representations and warranties specified herein, and to consummate the transactions contemplated herein, and it has full right and power to purchase the Series 2026 A Bonds and perform its obligations pursuant to this Agreement.

(b) The Purchaser has full power and authority to execute and deliver an Investor Letter in substantially the form attached as Exhibit D to the Fourth Supplemental Indenture (the "Investor Letter") with respect to its purchase of the Series 2026 A Bonds, and the representations on the part of the Purchaser contained therein with respect to its qualification to purchase the Series 2026 A Bonds shall be true and correct as of the Closing Date.

(c) No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any governmental body, agency or court having jurisdiction over the Purchaser, other than those that have been made or obtained, is necessary or required for the performance by the Purchaser of its obligations under this Agreement or to consummate the transactions contemplated herein.

(d) This Agreement has been duly authorized, executed and delivered by the Purchaser.

(e) The Purchaser is not in violation of, or in default under, any term of its organizational documents or any provision of any mortgage, indenture, contract, agreement or instrument to which it is a party or by which it is bound, or of any judgment, decree,

order, writ or any statute, rule or regulation applicable to the Purchaser, which would prevent the Purchaser from performing any material obligation set forth in this Agreement. The execution, delivery and performance of and compliance with this Agreement, and the consummation of the transactions contemplated herein, will not, with or without the passage of time or giving of notice, result in any such material violation, or be in conflict with or constitute a default under any such term, or result in the suspension, revocation, impairment, forfeiture or non-renewal of any permit, license, authorization or approval applicable to the Purchaser, its business or operations or any of its assets or properties, which would prevent the Purchaser from performing any material obligation set forth in this Agreement.

(f) The Purchaser is a "bank" as defined in Section 3(a)(6) of the Securities Exchange Act of 1934, as amended (15 U.S.C. § 78c(a)(6)), an entity directly or indirectly controlled by a bank or under common control with a bank (other than a dealer registered under such Act), or a consortium of such entities, and the Purchaser is purchasing the Series 2026 A Bonds solely for its own account to evidence the making of a commercial loan in the ordinary course of its business, with a present intent to hold the Series 2026 A Bonds until maturity or earlier redemption (subject to the understanding that disposition of the Purchaser's property will remain at all times within its control).

(g) The Purchaser acknowledges that no official statement or other offering document has been or will be prepared in connection with the Series 2026 A Bonds; that it has had access to such financial and other information concerning the Issuer, the Developer, the Guarantors (as defined herein), the TIF District and the Series 2026 A Bonds as it has deemed necessary to make an independent decision to purchase the Series 2026 A Bonds, including the opportunity, at a reasonable time prior to its purchase of the Series 2026 A Bonds, to ask questions and receive answers concerning the Issuer, the Developer, the Guarantors and the terms and conditions of the offering of the Series 2026 A Bonds; that it has made its own independent credit analysis and investment decision; and that it understands that there will be no secondary market for the Series 2026 A Bonds and that the Series 2026 A Bonds may be transferred only in accordance with Section 2.09 of the Fourth Supplemental Indenture.

5. **Closing, Delivery and Payment of the Purchase Price of the Series 2026 A Bonds.** The closing of the transactions contemplated herein (the "Closing") shall be held by 12:00 noon, Eastern Time, on [December 1], 2026 (the "Closing Date"), at the offices of Steptoe & Johnson PLLC, Bridgeport, West Virginia, or at such other time or place as the Purchaser and the Issuer may mutually determine. On the Closing Date, the Purchaser will accept delivery of the Series 2026 A Bonds from the Issuer, duly executed and authenticated by the Trustee, and of the Closing Documents (as defined herein), and shall make payment of the Purchase Price for the Series 2026 A Bonds by wire transfer of immediately available funds to the Trustee for the account of the Issuer, to an account designated by the Issuer. The Series 2026 A Bonds shall initially be issued as a single fully registered bond, numbered AR-1, registered in the name of the Purchaser and shall not be registered with The Depository Trust Company.

6. **Closing Documents.** The "Closing Documents" shall consist of the following, each properly executed, certified or otherwise verified, dated as of the Closing Date and in such form as may be satisfactory to Bond Counsel and the Purchaser:

(a) An opinion of Steptoe & Johnson PLLC, as Bond Counsel, addressed to the Issuer and the Purchaser, opining as to the due authorization, legality, validity and enforceability of the Series 2026 A Bonds and the Indenture, the validity of the pledge of and lien on the Trust Estate (subject to the senior lien in favor of the Series 2021 A Bonds), the exemption of interest on the Series 2026 A Bonds from State income taxation, the exemption of the Series 2026 A Bonds from registration under the Securities Act of 1933, as amended, and the qualification of the Indenture under the Trust Indenture Act of 1939, as amended, and certain legal matters relating to the Issuer and its issuance, sale and delivery of the Series 2026 A Bonds;

(b) An opinion of counsel to the Issuer, addressed to the Purchaser and the Placement Agent, in form and substance satisfactory to the Purchaser;

(c) The executed Investor Letter of the Purchaser in substantially the form attached as Exhibit D to the Fourth Supplemental Indenture, indicating its qualification to purchase the Series 2026 A Bonds as an "accredited investor" pursuant to 17 C.F.R. § 230.501(a) or a "qualified institutional buyer" pursuant to 17 C.F.R. § 230.144A, and stating the Purchaser's understanding and acceptance of certain risks associated with its purchase of the Series 2026 A Bonds;

(d) A closing certificate of the Issuer confirming, as of the Closing Date: (i) the representations and warranties made by the Issuer in this Agreement; (ii) that no legislation has been enacted affecting the powers or existence of the Issuer or the TIF District, or the validity or enforceability of the Series 2026 A Bonds or any of the other Transaction Documents; (iii) that the Bond Order has not been modified, amended or repealed, and the Series 2026 A Bonds and each of the other Transaction Documents have been executed and delivered by the Issuer and, assuming the due authorization, execution and delivery thereof by the other parties thereto, constitute legal, valid and binding agreements, except as enforceability thereof may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally and as to the availability of equitable remedies and public policy considerations; and (iv) the adoption and present effectiveness of the Bond Order;

(e) A certificate of the Placement Agent confirming, as of the Closing Date, certain material terms of the Series 2026 A Bonds and such other matters as may be reasonably required by the Issuer and agreed to by the Placement Agent;

(f) The Bond Order, the adoption of which shall be certified by the County Clerk of the Issuer;

(g) Fully executed counterpart originals of the Transaction Documents, including the Fourth Supplemental Indenture;

(h) The fully executed Guaranty Agreement, dated the Closing Date (the "Guaranty"), among High Tech Corridor Development, LLC, a West Virginia limited

liability company (the "Developer"), H. Wood Thrasher (the "Individual Guarantor" and, together with the Developer, the "Guarantors") and the Trustee;

(i) Evidence satisfactory to the Purchaser that consent of the Registered Owner of the Series 2021 A Bonds has been given to certain amendments to the Original Indenture contained in the Fourth Supplemental Indenture;

(j) Evidence satisfactory to the Purchaser that (i) notice of redemption of the Series 2021 B Bonds has been given or waived by the Registered Owner thereof, (ii) the Developer, as Registered Owner of the Series 2021 B Bonds, has consented to the redemption thereof on the Closing Date, and (iii) the Series 2021 B Bonds will be paid in full and no longer Outstanding under the Indenture;

(k) A certificate of the Trustee as to its acceptance of the trusts under the Fourth Supplemental Indenture, its authority, and the authentication and delivery of the Series 2026 A Bonds, together with the documents required to be filed with the Trustee under Section 2.07 of the Fourth Supplemental Indenture; and

(l) Such additional certificates, proceedings, opinions, instruments and other documents as the Purchaser, the Placement Agent or the Issuer may reasonably request in connection with the transactions contemplated by this Agreement.

7. **Conditions of the Obligations of the Purchaser and the Issuer.** The obligations of the Purchaser to purchase and pay for the Series 2026 A Bonds will be subject to the completeness and correctness, on the date of this Agreement and on the Closing Date, of the representations and warranties of the Issuer made in this Agreement and in the Indenture; to the performance by the Issuer of its obligations and covenants under this Agreement; to the delivery of the Closing Documents; and to the following additional conditions precedent: (i) the Series 2026 A Bonds and the other Transaction Documents shall have been duly authorized and executed by the Issuer and shall constitute valid and binding obligations; (ii) the Bond Order shall have been duly adopted by the Issuer; (iii) this Agreement, the Indenture, the Guaranty and the Bond Order shall be in full force and effect and shall not have been amended, modified or supplemented; and (iv) there shall have been taken, in connection with the issuance of the Series 2026 A Bonds and with the transactions contemplated by the Transaction Documents, all such actions as, in the reasonable opinion of the Purchaser, are necessary and appropriate.

8. **Risks.**

(a) The Purchaser is aware that the assessment and collection of Tax Increment Revenues from Harrison County Development District No. 3 – White Oaks (the "TIF District") involve certain economic variables and risks, outside of the control or influence of the Issuer, that could adversely affect the security for, or its investment in, the Series 2026 A Bonds, including, without limitation, (i) potential negative financial conditions, including, but not limited to, bankruptcy or insolvency proceedings, of major property owners within the TIF District; (ii) declining assessed values within the TIF District due to economic conditions, valuation methodologies utilized by the Harrison County Assessor or the West Virginia State Tax Department or changes in applicable law or regulations with

respect to property valuation; (iii) the risk of catastrophic loss of properties within the TIF District; (iv) the discretion of the Office of the Assessor of Harrison County in determining the assessed value of the real and personal property in the TIF District; (v) the current ownership or acquisition of property located in the TIF District by entities which are exempt from or not subject to ad valorem taxation of real and personal property pursuant to applicable law, including, but not limited to, Section 9 of Chapter 11, Article 3 of the Code of West Virginia, 1931, as amended; (vi) the successful appeal by taxpayers within the TIF District of the assessed values and/or property taxes payable with respect to property located in the TIF District; (vii) exonerations of property taxes otherwise due and payable by the Issuer sitting as a Board of Equalization and Review, a Board of Assessment Appeals or otherwise; (viii) the reduction of property tax levy rates by the applicable levying bodies; (ix) the assessment of ad valorem property taxes on operating public utility property located within the TIF District by the West Virginia Board of Public Works and the payment of the applicable property tax associated therewith to the West Virginia Auditor's Office rather than the Sheriff of Harrison County, with the result that the incremental property tax revenues associated therewith are not deposited into the TIF Fund for the TIF District (i.e., the operating public utility property within the TIF District owned by Eastern Gas Transmission and Storage, Inc. f/k/a Dominion Energy Transmission, Inc. and/or its affiliates); (x) the failure of anticipated future development in the TIF District, including the residential, office and automotive dealership development reflected in the projections of Net Property Tax Increment, to be completed on the schedule or at the values assumed; and (xi) the subordination of the lien of the Series 2026 A Bonds on the Tax Increment Revenues to the lien thereon in favor of the Series 2021 A Bonds and any Additional Bonds, such that the Series 2026 A Bonds are payable only from Surplus TIF Revenues and payments under the Guaranty.

(b) [The Purchaser further acknowledges that on November 20, 2024, the Issuer entered an Order extending the termination date of the TIF District from October 4, 2037 (the "Original Termination Date") to October 4, 2052, pursuant to Section 10 of the Act; that in (i) City of Bridgeport, West Virginia v. Hooker, Case No. CC-20-2025-C-70, before the Circuit Court of Kanawha County, West Virginia (the "State Court Case"), and (ii) Genesis Partners, Limited Partnership v. City of Bridgeport, West Virginia and G. Andrew Lang, Civil Action No. 1:24-CV-106, before the United States District Court for the Northern District of West Virginia (the "Federal Court Case" and, together with the State Court Case, the "Pending Cases"), various parties are litigating, among other things, the ability to use Section 10 of the Act to extend the termination date of a tax increment financing district beyond thirty years from its creation date; that on March 24, 2026, the Circuit Court of Kanawha County entered an Order Declaring Certain Provisions of W. Va. Code Section 7-11B-10 (2023) Unconstitutional and Entering Final Judgment; and that on June 3, 2026, the Supreme Court of Appeals of West Virginia granted expedited review of such order. The Purchaser acknowledges that, for purposes of the Series 2026 A Bonds, the Termination Date is October 4, 2037, and agrees that, pursuant to Section 2.10 of the Original Indenture and Section 2.12 of the Fourth Supplemental Indenture, any principal of and interest on the Series 2026 A Bonds which remains due and payable following the Termination Date shall be waived by the Purchaser

and the Trustee, and the Series 2026 A Bonds shall thereupon be considered legally discharged, satisfied and cancelled.] [Bond Counsel to review/comment]

(c) The Purchaser acknowledges that (i) if available Surplus TIF Revenues are insufficient to pay interest on the Series 2026 A Bonds on any Interest Payment Date or the Maturity Date, such failure shall not constitute a default or Event of Default, and the delinquent interest shall be added to the principal balance of the Series 2026 A Bonds; (ii) an Event of Default occurs under the Fourth Supplemental Indenture only in the limited circumstances set forth in Section 7.01 thereof; and (iii) the principal of the Series 2026 A Bonds is not subject to acceleration.

9. **Placement Agent Role and Responsibilities.** The Issuer and the Purchaser acknowledge and agree that: (i) Piper Sandler & Co. is serving solely as Placement Agent and as an intermediary for the Issuer with the placement of the Series 2026 A Bonds by the Issuer directly with the Purchaser; (ii) the Placement Agent is not underwriting the Series 2026 A Bonds, nor acting or serving as a municipal advisor, financial advisor or fiduciary to the Issuer or the Purchaser, and has not assumed any fiduciary responsibility to the Issuer or the Purchaser with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto; (iii) the Issuer and the Purchaser, respectively, will consult with their own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent each party deems appropriate; and (iv) the Placement Agent assumes no financial or underwriting risk in the transaction, but is only entitled to a fee from the Issuer for its services rendered as Placement Agent. The Issuer further acknowledges and agrees that if it wishes to engage the services of a municipal advisor that would have a legal fiduciary duty to the Issuer, then the Issuer is free to so engage a municipal advisor to serve in that capacity. The Purchaser acknowledges that the Placement Agent has not independently verified the information provided to the Purchaser, has not made any investigation of the Series 2026 A Bonds, the credit of the Issuer, the Developer or the Guarantors, or the Trust Estate, and makes no representation or warranty, express or implied, as to the accuracy or completeness of such information. Notwithstanding the foregoing, the Issuer and the Purchaser may rely on certain financial information provided by the Placement Agent, specifically bond sizing (e.g., par amount of the Series 2026 A Bonds and the Reserve Requirement) and debt service schedules based upon projected Surplus TIF Revenues for the Series 2026 A Bonds included in the transcript of proceedings with respect to the issuance of the Series 2026 A Bonds and incorporated herein. The Issuer and the Purchaser further understand that such financial information was prepared in reliance upon certain information provided by third parties, including certified assessed values provided by the Harrison County Assessor and anticipated development schedules provided by the Developer, and the Placement Agent does not guarantee the accuracy or completeness of such information provided by third parties.

10. **No Third-Party Beneficiaries; Survival of Representations.** This Agreement is made solely for the benefit of the parties hereto, and no other person shall acquire or have any right under or by virtue of this Agreement. All representations, warranties and agreements of the Issuer and the Purchaser shall remain in full force and effect regardless of any investigation made by or on behalf of the other party and shall survive the delivery of the Series 2026 A Bonds.

11. **Notice.** Except as otherwise provided herein, it shall be sufficient service of any notice, request, demand, authorization, direction, consent, waiver or other paper required or

permitted by this Agreement to be made, given or furnished to or filed with the following persons upon receipt by such person, if the same shall be delivered in person, by nationally recognized overnight courier, or duly mailed by registered or certified mail, postage prepaid, return receipt requested, at the following addresses:

To the Issuer: The County Commission of Harrison County, 301 West Main Street, Clarksburg, West Virginia 26301, Attention: President

To the Purchaser: Clear Mountain Bank, Inc., [Address], Attention: [Name, Title]

12. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State. The parties hereto acknowledge and agree that any contract claims and/or actions arising out of this transaction will be brought in the Circuit Court of Harrison County, West Virginia.

13. **Severability.** If any section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement.

14. **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures delivered by facsimile, PDF or other electronic means shall be deemed original signatures for all purposes.

[Remainder of Page Intentionally Left Blank]

Respectfully submitted,

CLEAR MOUNTAIN BANK, INC.

By: _____
Name:
Title:

ACCEPTANCE BY THE ISSUER:

Accepted this ___ day of December, 2026, for and on behalf of the Issuer, pursuant to the Bond Order.

THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

By: _____
Name:
Title: President

EXHIBIT A

BOND TERMS

Issuer	The County Commission of Harrison County, West Virginia (the "Issuer").
Subordinate Bonds	$6,291,000 Subordinate Tax Increment Revenue Refunding Bonds, Series 2026 A (Taxable) (Development District No. 3 – White Oaks) (the "Series 2026 A Bonds"). Interest on the Series 2026 A Bonds is not excludable from gross income for federal income tax purposes. The Series 2026 A Bonds are exempt from all State income taxes, whether imposed on individuals, corporations or other persons, from State business franchise taxes and from ad valorem property taxes.
Purchaser / Method of Offering	The Series 2026 A Bonds will be placed directly with Clear Mountain Bank, Inc. (the "Purchaser").
Use of Proceeds	Proceeds of the Series 2026 A Bonds will be applied to the following purposes: (i) currently refunding the Issuer's Second Amended and Restated Subordinate Tax Increment Revenue Bonds, Series 2021 B Taxable (Development District No. 3 – White Oaks) (the "Series 2021 B Bonds"), outstanding in the principal amount of $5,426,797.10; (ii) funding the Series 2026 A Bonds Reserve Fund; and (iii) paying costs of issuance of the Series 2026 A Bonds.
Issue Date / Closing Date	[December 1], 2026.
Security	The Series 2026 A Bonds are special, limited obligations of the Issuer payable solely from the Trust Estate, consisting of (i) Surplus TIF Revenues, being Tax Increment Revenues deposited in the TIF Fund and the Revenue Fund remaining after payment of debt service and other required transfers for the Series 2021 A Bonds and any Additional Bonds and annual administrative and other expenses of the TIF District; (ii) payments under the Guaranty (as defined below); and (iii) amounts held in the funds and accounts established for the Series 2026 A Bonds, other than the Administrative Expense Fund and the Costs of Issuance Fund. The Series 2026 A Bonds do not constitute general obligation debt of the Issuer or a pledge of its full faith and credit or taxing power. THE PLEDGE AND LIEN SECURING THE BONDS IS SUBORDINATE IN ALL RESPECTS TO THE PLEDGE AND LIEN IN FAVOR OF THE ISSUER'S SENIOR TAX INCREMENT REFUNDING REVENUE BONDS, SERIES

	2021 A TAX-EXEMPT (DEVELOPMENT DISTRICT NO. 3 – WHITE OAKS) (THE "SERIES 2021 A BONDS"), ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF $20,573,000, OF WHICH $15,333,000 IS CURRENTLY OUTSTANDING, AND ANY ADDITIONAL BONDS.
Interest Rate	A fixed rate of 5.75% per annum, computed on the basis of a 360-day year of twelve 30-day months.
Interest Payments	Interest on the Series 2026 A Bonds shall be payable annually on June 1 of each year, commencing June 1, 2027. If available Surplus TIF Revenues are insufficient to pay interest on any Interest Payment Date or the Maturity Date, such failure shall not constitute an Event of Default, and the delinquent interest shall be added to the principal balance of the Series 2026 A Bonds and shall bear interest.
Principal Payments	The principal of the Series 2026 A Bonds shall be due and payable on June 1 of each year, commencing June 1, 2027, in the amounts set forth in the debt service schedules that shall be attached to the Series 2026 A Bonds.
Maturity Date	The Series 2026 A Bonds shall mature on or before June 1, 2037. Projected payoff with mandatory redemption from Surplus TIF Revenues: June 1, 2036.
Authorized Denominations	$100,000 and any integral multiple of $0.01 in excess thereof.
Guaranty	Under the Guaranty Agreement, dated the Closing Date (the "Guaranty"), among High Tech Corridor Development, LLC, a West Virginia limited liability company (the "Developer"), H. Wood Thrasher (the "Individual Guarantor" and, together with the Developer, the "Guarantors") and the Trustee, the Guarantors will jointly and severally guarantee timely payment of scheduled interest and principal on the Series 2026 A Bonds if Surplus TIF Revenues are insufficient. If the Trustee gives notice of a deficiency determined ten (10) days before a scheduled payment date, the Guarantors must pay the deficiency to the Trustee at least one Business Day before that date. The Trustee must proceed against the Guarantors before using any amounts in the Series 2026 A Bonds Reserve Fund.

Optional Redemption	The Series 2026 A Bonds are subject to redemption prior to maturity at the option of the Issuer, as a whole or in part at any time, at a Redemption Price equal to 100% of the principal amount redeemed, plus accrued interest to the redemption date, without premium. Optional redemptions must be in $1,000 increments, with the Series 2026 A Bonds redeemed as directed by the Issuer and scheduled principal payments reduced in inverse order of Principal Payment Date. Unless all remaining principal is being paid in full, an optional redemption must leave an Authorized Denomination of the Series 2026 A Bonds Outstanding. The Issuer must give the Trustee at least 45 days' notice of an optional redemption.
Mandatory Redemption	The Series 2026 A Bonds are subject to mandatory redemption prior to maturity, in $1,000 increments, at a Redemption Price equal to 100% of the principal amount redeemed plus accrued interest, on June 1 of each Bond Year, commencing June 1, 2027 (or on any later date that permits the required notice to be given, unless the Bondholder waives notice), from Surplus TIF Revenues transferred from the Revenue Fund to the Series 2026 A Bonds Redemption Account after the scheduled payments have been funded. Such redemptions shall be effected equally and proportionately with respect to the Series 2026 A Bonds, and, unless the Series 2026 A Bonds are paid in full, an Authorized Denomination must remain Outstanding.
Reserve Fund	The Series 2026 A Bonds Reserve Fund will be funded at closing from Bond proceeds in the amount of $413,330.00 (the "Reserve Requirement"), equal to 50% of maximum annual debt service on the Series 2026 A Bonds, excluding the Bond Year ending June 1, 2037. Funds on deposit in the Series 2026 A Bonds Reserve Fund will be used to pay debt service on the Series 2026 A Bonds only after application of payments under the Guaranty.
Additional Bonds; Junior Subordinate Bonds	So long as the Series 2026 A Bonds remain Outstanding, no Additional Bonds or Additional Subordinate Bonds may be issued under the Indenture or any Supplemental Indenture without the prior written consent of the Purchaser. Junior Subordinate Bonds may be issued without the consent of the Purchaser but with the consent of the Developer.

Series 2026 B Bonds	On the Closing Date, the Issuer will also issue its Junior Subordinate Tax Increment Revenue and Improvement Bonds, Series 2026 B (Taxable) (Development District No. 3 – White Oaks), in the aggregate principal amount of $675,000. These bonds will finance future infrastructure and site improvements in the TIF District and pay costs of issuance. Their lien is subordinate in all respects to the liens securing the Series 2021 A Bonds and the Series 2026 A Bonds.
TIF District Termination	Under Section 10 of the Act, Section 2.10 of the Original Indenture and Section 2.12 of the Fourth Supplemental Indenture, the TIF District will dissolve on the earlier of (i) payment in full or legal defeasance of all tax increment financing obligations issued for the TIF District, or (ii) October 4, 2037 (the "Termination Date"). Any principal of or interest on the Series 2026 A Bonds that remains due and payable after the Termination Date is waived, and the Series 2026 A Bonds will then be deemed legally discharged, satisfied and cancelled.
Transfer Restrictions	The Series 2026 A Bonds may be transferred only in accordance with Section 2.09 of the Fourth Supplemental Indenture and only to a Qualified Institutional Buyer, an Accredited Investor, or an entity all of whose equity owners are Accredited Investors and in Authorized Denominations.
Projections	The Calculation of Net Property Tax Increment was prepared by Piper Sandler & Co., as Placement Agent on behalf of the Issuer. It is based on a number of assumptions, including certified assessed values of the TIF District provided by the Harrison County Assessor as of July 1, 2025, and a schedule of anticipated future development and related values provided by the Developer.

BOND PURCHASE AGREEMENT

[December 1], 2026

The County Commission of Harrison County, West Virginia
301 West Main Street
Clarksburg, West Virginia 26301
Attention: President

Ladies and Gentlemen:

High Tech Corridor Development, LLC, a West Virginia limited liability company (the "Purchaser" or the "Developer"), offers to enter into the following agreement (this "Agreement") with The County Commission of Harrison County, West Virginia (the "Issuer") for the purchase by the Purchaser from the Issuer of certain bonds proposed to be issued by the Issuer, as described herein, which bonds are being placed with the Purchaser by Piper Sandler & Co., as placement agent for the Issuer (the "Placement Agent"). Upon acceptance of this offer by the Issuer, to be evidenced by the countersignature of its duly authorized officer in the signature space provided below, the following terms of agreement shall become contractual and binding by and between the Purchaser and the Issuer. This offer is made subject to the Issuer's written acceptance on the date hereof and, if not so accepted, will be subject to withdrawal by the Purchaser upon notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer.

Terms used but not defined herein shall have the meanings given such terms in the Indenture of Trust dated as of May 25, 2021 (the "Original Indenture"), by and between the Issuer and United Bank, as predecessor trustee (the "Prior Trustee"), as supplemented and amended by a First Supplemental Indenture of Trust dated as of August 11, 2023, a Second Supplemental Indenture of Trust dated as of July 19, 2024, a Third Supplemental Indenture of Trust dated as of November 1, 2025, a Fourth Supplemental Indenture of Trust dated as of the date hereof (the "Fourth Supplemental Indenture"), and a Fifth Supplemental Indenture of Trust dated as of the date hereof (the "Fifth Supplemental Indenture" and, collectively with the Original Indenture and the foregoing supplemental indentures, the "Indenture"), each by and between the Issuer and WesBanco Bank, Inc., as successor trustee to the Prior Trustee pursuant to an Instrument of Removal, Appointment and Acceptance dated as of April 2, 2025 (the "Trustee").

In consideration of their mutual covenants and agreements, and effective upon the execution of this Agreement by the Issuer, the Purchaser and the Issuer agree as follows:

1. **Description of and Agreement to Purchase the Series 2026 B Bonds.** Upon and subject to the terms, conditions and provisions set forth in this Agreement, the Purchaser hereby agrees to purchase from the Issuer, and the Issuer agrees to sell to the Purchaser, all of the Issuer's $675,000 Junior Subordinate Tax Increment Revenue and Improvement Bonds, Series 2026 B (Taxable) (Development District No. 3 – White Oaks) (the "Series 2026 B Bonds"). The Series 2026 B Bonds are to be issued under, for the purposes described in, and secured as provided in the Indenture, and shall contain the various terms set forth in Exhibit A hereto. Interest on the Series 2026 B Bonds is not excludable from gross income for federal income tax purposes. The Series 2026 B Bonds shall be exempt from all income taxes of the State of West Virginia (the "State"),

whether imposed on individuals, corporations or other persons, from State business franchise taxes and from ad valorem property taxes.

The Series 2026 B Bonds shall be issued as draw-down obligations. The Purchaser shall fund the initial advance of the purchase price of the Series 2026 B Bonds on the Closing Date (as hereinafter defined) as provided in Section 5 hereof, and the Purchaser hereby agrees to fund the remaining portion of the purchase price of the Series 2026 B Bonds from time to time, up to the aggregate principal amount of the Series 2026 B Bonds, upon receipt of Project Cost Requisitions approved by the Issuer and submitted to the Trustee in accordance with Section 4.03 of the Fifth Supplemental Indenture, or by credit against the purchase price for Costs of the Project previously paid by the Developer or its affiliate, as provided in Section 2.02 of the Fifth Supplemental Indenture. Interest shall accrue only on the principal amount of the Series 2026 B Bonds actually advanced and not theretofore repaid, as reflected in the Record of Advances maintained by the Trustee.

The Series 2026 B Bonds will be payable from a pledge of and lien upon the Surplus TIF Revenues and the funds on deposit from time to time in the TIF Fund and the Revenue Fund, which pledge and lien is junior and subordinate in all respects to (i) the pledge and lien thereon in favor of the Issuer's Senior Tax Increment Refunding Revenue Bonds, Series 2021 A Tax-Exempt (Development District No. 3 – White Oaks) (the "Series 2021 A Bonds") and any Additional Bonds, and (ii) the pledge and lien thereon in favor of the Issuer's $6,291,000 Subordinate Tax Increment Revenue Refunding Bonds, Series 2026 A (Taxable) (Development District No. 3 – White Oaks) (the "Series 2026 A Bonds"), being issued simultaneously with the Series 2026 B Bonds, and any Additional Subordinate Bonds. The Series 2026 B Bonds are not secured by the Developer Guaranty or the Series 2026 A Bonds Reserve Fund, and no debt service reserve fund is being established for the Series 2026 B Bonds.

2. **Purchase Price.** The aggregate purchase price of the Series 2026 B Bonds shall be $675,000 (the "Purchase Price"), payable as described in Sections 1 and 5 hereof.

3. **Representations, Warranties and Covenants of the Issuer.** The Issuer represents, warrants and covenants as follows:

(a) The Issuer is a county commission validly created and existing under West Virginia law, and has full power and authority pursuant to the Constitution of the State, the other laws of the State, including, without limitation, Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended (the "Act"), and any regulations promulgated thereunder, as the same are currently in effect (collectively, the "Laws"), to: (i) enter into this Agreement; (ii) adopt the Bond Order (as hereinafter defined); (iii) execute the Fifth Supplemental Indenture; (iv) execute the Development Agreement dated as of the date hereof, by and between the Issuer and the Developer (the "Development Agreement"); (v) issue, sell and deliver the Series 2026 B Bonds as provided in this Agreement; and (vi) perform its obligations under and as contemplated in this Agreement, the Bond Order, the Indenture, the Development Agreement, the Series 2026 B Bonds and any documents or instruments required to be executed by the Issuer in connection with any of the foregoing (collectively, the "Transaction Documents"). The County Commissioners, the County Clerk and other officials of the Issuer have been duly and lawfully elected or appointed to such positions.

(b) The Issuer has, by a Bond Authorizing Resolution and Order duly adopted and entered of record on November 18, 2026 (the "Bond Order"), which Bond Order has not been amended, further supplemented, rescinded or repealed, and which remains in full force and effect, duly authorized (i) the issuance, execution and delivery of the Series 2026 B Bonds; (ii) the execution, delivery and due performance of each of the Transaction Documents and of other documents, instruments, agreements and certificates; (iii) the taking of any action as may be required on the part of the Issuer to consummate the transactions contemplated by the Transaction Documents; and (iv) the taking of all other actions relating to the 2026B Project and the issuance of the Series 2026 B Bonds. All necessary approvals of the transactions contemplated by the Transaction Documents by the State, its officers and agencies, and the Issuer have been obtained; and there is no further requirement as to any other consent, approval, authorization or other order of, filing with, registration with, or certification by, any regulatory authority having jurisdiction over the Issuer, and no election or referendum of or by any person, organization or public body whatsoever is required in connection with any of the foregoing transactions, except that the Issuer makes no representation with respect to the Blue Sky requirements of any state. There are no provisions of the Laws which would allow, as of the date of this Agreement or any subsequent date, any public vote, referendum or other non-judicial proceeding the results of which could invalidate any of the Transaction Documents or invalidate, limit or condition the obligations of the Issuer undertaken in any of the Transaction Documents.

(c) The Series 2026 B Bonds will conform to their description in the Bond Order and the Indenture and, when delivered to and paid for by the Purchaser pursuant to the initial advance on the Closing Date (as defined herein), will have been duly authorized, executed, issued and delivered by, and will constitute valid and binding special limited obligations of, the Issuer, payable solely from the Trust Estate (as defined in the Fifth Supplemental Indenture), including the Surplus TIF Revenues, enforceable in accordance with their terms and the terms of the Bond Order and the Indenture, except as limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and except to the extent that enforceability may be limited by the application of general principles of equity. No event of default under the Indenture or the Transaction Documents has occurred and is continuing, and no event has occurred and is continuing which, with the lapse of time or the giving of notice or both, would constitute such an event of default.

(d) Upon their due execution and delivery, the Transaction Documents will constitute legal, valid and binding obligations of the Issuer, enforceable in accordance with their terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and except to the extent that enforceability may be limited by the application of general principles of equity.

(e) The execution and delivery of the Transaction Documents, the adoption of the Bond Order, and compliance with the provisions of the Transaction Documents will not conflict with or result in a violation of the Laws or, to the best of the Issuer's knowledge, any other law to which the Transaction Documents or the transactions contemplated thereby are subject, including, without limitation, any debt limitations or other restrictions or conditions on the debt-issuing power of the Issuer, and, to the best of the Issuer's knowledge, will not conflict with or result in a violation or breach of, or constitute a default under, any law or administrative regulation or any of the terms, conditions or provisions of any judgment, decree, loan agreement, note, resolution,

indenture, mortgage, deed of trust or other agreement or instrument to which the Issuer is a party or by which the Issuer is bound, including, without limitation, the Indenture and the provisions thereof governing the issuance of Junior Subordinate Bonds, including Section 2.08 of the Fourth Supplemental Indenture.

(f) No action, suit, inquiry, investigation or proceeding, at law or in equity, to which the Issuer is or would be a party, is pending or, to the best of the knowledge of the Issuer, threatened, nor to the best of the knowledge of the Issuer is any such matter to which the Issuer is not a party pending or threatened, in or before any court, governmental agency, authority, body or arbitrator, which in any way: (i) affects the creation, organization or existence of the Issuer or the TIF District; (ii) contests the title of the present members of the Issuer's governing body or other officers of the Issuer to their respective offices; (iii) seeks to restrain or enjoin the issuance, sale or delivery of the Series 2026 B Bonds or the execution and delivery of the Transaction Documents, or the pledge of the Trust Estate, or of any other funds or property pledged under the Indenture to secure the payment of the principal of and interest on the Series 2026 B Bonds (the "Pledged Property"); (iv) contests or affects, in any way, the validity or enforceability of the Transaction Documents, the pledge of the Pledged Property, the powers or authority of the Issuer with respect to the Transaction Documents or with respect to the collection of Tax Increment Revenues; or (v) contests or affects the exemption of the Series 2026 B Bonds or the Indenture from registration with the United States Securities and Exchange Commission.

(g) Neither this Agreement nor any of the statements, materials, documents, certificates, contracts, financial information, financial projections or other information relating to the Issuer or the Series 2026 B Bonds supplied to the Purchaser by or on behalf of the Issuer contains, to the best of the Issuer's knowledge, an untrue statement of a material fact or omits a material fact necessary to make the statements and information contained herein or therein not misleading, in light of the circumstances under which they were made. There is no fact (other than matters of a general economic or political nature which do not affect the Issuer uniquely) known to the Issuer which the Issuer has not disclosed to the Purchaser in writing which materially and adversely affects, or could materially and adversely affect, the ability of the Issuer to timely satisfy its obligations to the Purchaser under the Transaction Documents. Notwithstanding any provision to the contrary in this Agreement, the Issuer did not prepare or supply any information in connection with (i) any presentation of collection history of Tax Increment Revenues of the TIF District, (ii) any projections of future collections of Tax Increment Revenues of the TIF District, including the Calculation of Net Property Tax Increment, or (iii) any schedules of anticipated future development in the TIF District, and the Issuer assumes no responsibility for any such information.

(h) The covenants, representations and warranties of the Issuer contained in each of the Transaction Documents will, when executed and delivered by the Issuer, be true and correct in all material respects.

(i) The Issuer will not take or omit to take any action which will in any way result in the proceeds from the sale of the Series 2026 B Bonds being applied in a manner other than as provided in the Bond Order and the Indenture.

(j) Prior to the Closing Date, the Issuer shall have taken all actions necessary to be taken by it for (i) the issuance and sale of the Series 2026 B Bonds upon the terms set forth in this Agreement, the Bond Order and the Indenture and under the Laws; (ii) the simultaneous issuance of the Series 2026 A Bonds; and (iii) the execution and delivery by the Issuer of all such other instruments and the taking of all such other actions on the part of the Issuer as may be necessary or as are reasonably appropriate for the effectuation and consummation of the transactions contemplated by the Transaction Documents. The Issuer has taken such actions as are necessary to cause the covenants, warranties and representations contained in this Agreement to be true as of the Closing Date.

(k) Any certification signed by the President of the Issuer or other official of the Issuer, or by a duly appointed and acting deputy or assistant of said officials on his or her behalf, and delivered to the Purchaser shall be deemed a representation and warranty by the Issuer to the Purchaser as to the truth of the statements made by the Issuer in that certificate.

(l) Except for the use by the Issuer of the Placement Agent, as placement agent for the Series 2026 B Bonds, the fees and expenses of which will be paid from the proceeds of the sale of the Series 2026 B Bonds deposited in the Series 2026 B Bonds Costs of Issuance Fund, the Issuer has not engaged any broker or finder in connection with the transactions contemplated herein, and no action by the Issuer will cause or support any valid claim to be asserted against the Purchaser by any broker, finder or intermediary in connection with such transaction.

4. **Representations of the Purchaser.** The Purchaser represents and warrants as follows:

(a) The Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State and has full power and authority to execute and deliver this Agreement, to make the representations and warranties specified herein, and to consummate the transactions contemplated herein, and it has full right and power to purchase the Series 2026 B Bonds, to fund all advances of the Purchase Price as provided herein and in the Fifth Supplemental Indenture, and to perform its obligations pursuant to this Agreement and the Development Agreement.

(b) The Purchaser has full power and authority to execute and deliver an Investor Letter in substantially the form attached as Exhibit B to the Fifth Supplemental Indenture (the "Investor Letter") with respect to its purchase of the Series 2026 B Bonds, and the representations on the part of the Purchaser contained therein with respect to its qualification to purchase the Series 2026 B Bonds shall be true and correct as of the Closing Date.

(c) No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any governmental body, agency or court having jurisdiction over the Purchaser, other than those that have been made or obtained, is necessary or required for the performance by the Purchaser of its obligations under this Agreement or to consummate the transactions contemplated herein.

(d) This Agreement has been duly authorized, executed and delivered by the Purchaser.

(e) The Purchaser is not in violation of, or in default under, any term of its organizational documents or any provision of any mortgage, indenture, contract, agreement or instrument to which it is a party or by which it is bound, or of any judgment, decree, order, writ or any statute, rule or regulation applicable to the Purchaser, which would prevent the Purchaser from performing any material obligation set forth in this Agreement. The execution, delivery and performance of and compliance with this Agreement, and the consummation of the transactions contemplated herein, will not, with or without the passage of time or giving of notice, result in any such material violation, or be in conflict with or constitute a default under any such term, or result in the suspension, revocation, impairment, forfeiture or non-renewal of any permit, license, authorization or approval applicable to the Purchaser, its business or operations or any of its assets or properties, which would prevent the Purchaser from performing any material obligation set forth in this Agreement.

(f) The Purchaser is an "accredited investor" within the meaning of 17 C.F.R. § 230.501(a) or a "qualified institutional buyer" within the meaning of 17 C.F.R. § 230.144A, and is purchasing the Series 2026 B Bonds solely for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof.

(g) The Purchaser acknowledges that no official statement or other offering document has been or will be prepared in connection with the Series 2026 B Bonds; that, as the developer of the TIF District, it has had access to such financial and other information concerning the Issuer, the TIF District, the 2026B Project and the Series 2026 B Bonds as it has deemed necessary to make an independent decision to purchase the Series 2026 B Bonds, including the opportunity, at a reasonable time prior to its purchase of the Series 2026 B Bonds, to ask questions and receive answers concerning the Issuer and the terms and conditions of the offering of the Series 2026 B Bonds; that it has made its own independent credit analysis and investment decision; and that it understands that there will be no secondary market for the Series 2026 B Bonds and that the Series 2026 B Bonds may be transferred only in accordance with Section 2.05 of the Fifth Supplemental Indenture.

5. **Closing, Delivery and Payment of the Purchase Price of the Series 2026 B Bonds.** The closing of the transactions contemplated herein (the "Closing") shall be held by 12:00 noon, Eastern Time, on [December 1], 2026 (the "Closing Date"), at the offices of Steptoe & Johnson PLLC, Bridgeport, West Virginia, or at such other time or place as the Purchaser and the Issuer may mutually determine, simultaneously with the closing of the Series 2026 A Bonds. On the Closing Date, the Purchaser will accept delivery of the Series 2026 B Bonds from the Issuer, duly executed and authenticated by the Trustee, and of the Closing Documents (as hereinafter defined), and shall make payment of the initial advance of the Purchase Price of the Series 2026 B Bonds in the amount of $[_____] by certified check or wire transfer of immediately available funds to the Trustee for deposit as provided in the Fifth Supplemental Indenture. The Series 2026 B Bonds shall initially be issued as a single fully registered bond, numbered BR-1, registered in the name of the Purchaser, and shall not be registered with The Depository Trust Company.

6. **Closing Documents.** The "Closing Documents" shall consist of the following, each properly executed, certified or otherwise verified, dated as of the Closing Date and in such form as may be satisfactory to Bond Counsel and the Purchaser:

(a) An opinion of Steptoe & Johnson PLLC, as Bond Counsel, addressed to the Issuer and the Purchaser, opining as to the due authorization, legality, validity and enforceability of the Series 2026 B Bonds and the Indenture, the validity of the pledge of and lien on the Trust Estate (subject to the liens in favor of the Series 2021 A Bonds and the Series 2026 A Bonds), the exemption of interest on the Series 2026 B Bonds from State income taxation, and certain legal matters relating to the Issuer and its issuance, sale and delivery of the Series 2026 B Bonds;

(b) An opinion of counsel to the Issuer, addressed to the Purchaser and the Placement Agent, in form and substance satisfactory to the Purchaser;

(c) An opinion of counsel to the Purchaser, addressed to the Issuer and the Placement Agent, with respect to, among other things, the due organization and valid existence of the Purchaser and its authority to execute and deliver this Agreement, the Development Agreement, the Investor Letter and any other documents to which the Purchaser is a party in connection with the issuance of the Series 2026 B Bonds (the "Purchaser Documents"), and the enforceability of such documents against the Purchaser;

(d) The executed Investor Letter of the Purchaser in substantially the form attached as Exhibit B to the Fifth Supplemental Indenture, indicating its qualification to purchase the Series 2026 B Bonds as an "accredited investor" pursuant to 17 C.F.R. § 230.501(a) or a "qualified institutional buyer" pursuant to 17 C.F.R. § 230.144A, and stating the Purchaser's understanding and acceptance of certain risks associated with its purchase of the Series 2026 B Bonds;

(e) A closing certificate of the Issuer confirming, as of the Closing Date: (i) the representations and warranties made by the Issuer in this Agreement; (ii) that no legislation has been enacted affecting the powers or existence of the Issuer or the TIF District, or the validity or enforceability of the Series 2026 B Bonds or any of the other Transaction Documents; (iii) that the Bond Order has not been modified, amended or repealed, and the Series 2026 B Bonds and each of the other Transaction Documents have been executed and delivered by the Issuer and, assuming the due authorization, execution and delivery thereof by the other parties thereto, constitute legal, valid and binding agreements, except as enforceability thereof may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally and as to the availability of equitable remedies and public policy considerations; and (iv) the adoption and present effectiveness of the Bond Order;

(f) A closing certificate of the Purchaser confirming, as of the Closing Date: (i) the representations and warranties made by the Purchaser in this Agreement; (ii) that no event has occurred that has affected the powers or existence of the Purchaser, or the validity or enforceability of the Purchaser Documents; (iii) that the Purchaser Documents have been executed and delivered by the Purchaser and, assuming the due authorization, execution and delivery thereof by the other parties thereto, constitute legal, valid and binding

agreements, except as enforceability thereof may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally and as to the availability of equitable remedies and public policy considerations; and (iv) that it has all requisite power and authority to undertake and complete the transactions and obligations on its part described in the Purchaser Documents, and that the undertaking of such activities by the Purchaser will not cause a default or violate the terms of any agreement, contract or financing arrangement to which it is a party;

(g) A certificate of the Placement Agent confirming, as of the Closing Date, certain material terms of the Series 2026 B Bonds and such other matters as may be reasonably required by the Issuer and agreed to by the Placement Agent;

(h) The Bond Order, the adoption of which shall be certified by the County Clerk of the Issuer;

(i) Fully executed counterpart originals of the Transaction Documents, including the Fifth Supplemental Indenture and the Development Agreement;

(j) Evidence satisfactory to the Purchaser of the simultaneous issuance and delivery of the Series 2026 A Bonds pursuant to the Fourth Supplemental Indenture, as required by Section 2.04 of the Fifth Supplemental Indenture;

(k) A certificate of the Trustee as to its acceptance of the trusts under the Fifth Supplemental Indenture, its authority, and the authentication and delivery of the Series 2026 B Bonds, together with the documents required to be filed with the Trustee under Section 2.04 of the Fifth Supplemental Indenture; and

(l) Such additional certificates, proceedings, opinions, instruments and other documents as the Purchaser, the Placement Agent or the Issuer may reasonably request in connection with the transactions contemplated by this Agreement.

7. **Conditions of the Obligations of the Purchaser and the Issuer.** The Purchaser has entered into this Agreement in reliance upon the representations and agreements of the Issuer set forth herein. The obligations of the Purchaser to purchase and pay for the Series 2026 B Bonds will be subject to the completeness and correctness, on the date of this Agreement and on the Closing Date, of the representations and warranties of the Issuer made in this Agreement and in the Indenture; to the performance by the Issuer of its obligations and covenants under this Agreement; to the delivery of the Closing Documents; and to the following additional conditions precedent: (i) the Series 2026 B Bonds and the other Transaction Documents shall have been duly authorized and executed by the Issuer and shall constitute valid and binding obligations; (ii) the Bond Order shall have been duly adopted by the Issuer; (iii) this Agreement, the Indenture, the Development Agreement and the Bond Order shall be in full force and effect and shall not have been amended, modified or supplemented; (iv) the Series 2026 A Bonds shall be issued and delivered simultaneously with the Series 2026 B Bonds; and (v) there shall have been taken, in connection with the issuance of the Series 2026 B Bonds and with the transactions contemplated by the Transaction Documents, all such actions as, in the reasonable opinion of the Purchaser, are necessary and appropriate.

8. **Risks.**

(a) The Purchaser is aware that the assessment and collection of Tax Increment Revenues from the TIF District involve certain economic variables and risks, outside of the control or influence of the Issuer, that could adversely affect the security for, or its investment in, the Series 2026 B Bonds, including, without limitation, (i) potential negative financial conditions, including, but not limited to, bankruptcy or insolvency proceedings, of major property owners within the TIF District; (ii) declining assessed values within the TIF District due to economic conditions, valuation methodologies utilized by the Harrison County Assessor or the West Virginia State Tax Department or changes in applicable law or regulations with respect to property valuation; (iii) the risk of catastrophic loss of properties within the TIF District; (iv) the discretion of the Office of the Assessor of Harrison County in determining the assessed value of the real and personal property in the TIF District; (v) the current ownership or acquisition of property located in the TIF District by entities which are exempt from or not subject to ad valorem taxation of real and personal property pursuant to applicable law, including, but not limited to, Section 9 of Chapter 11, Article 3 of the Code of West Virginia, 1931, as amended; (vi) the successful appeal by taxpayers within the TIF District of the assessed values and/or property taxes payable with respect to property located in the TIF District; (vii) exonerations of property taxes otherwise due and payable by the Issuer sitting as a Board of Equalization and Review, a Board of Assessment Appeals or otherwise; (viii) the reduction of property tax levy rates by the applicable levying bodies; (ix) the assessment of ad valorem property taxes on operating public utility property located within the TIF District by the West Virginia Board of Public Works and the payment of the applicable property tax associated therewith to the West Virginia Auditor's Office rather than the Sheriff of Harrison County, with the result that the incremental property tax revenues associated therewith are not deposited into the TIF Fund for the TIF District (i.e., the operating public utility property within the TIF District owned by Eastern Gas Transmission and Storage, Inc. f/k/a Dominion Energy Transmission, Inc. and/or its affiliates); (x) the failure of anticipated future development in the TIF District, including the residential, office and automotive dealership development reflected in the projections of Net Property Tax Increment, to be completed on the schedule or at the values assumed; and (xi) the subordination of the lien of the Series 2026 B Bonds on the Tax Increment Revenues to the lien thereon in favor of the Series 2021 A Bonds and any Additional Bonds and the lien on Surplus TIF Revenues in favor of the Series 2026 A Bonds and any Additional Subordinate Bonds.

(b) The Purchaser acknowledges and understands that the projections of Tax Increment Revenues and Surplus TIF Revenues for the TIF District are based substantially upon a schedule of anticipated future development and related values provided by the Purchaser, as the Developer, and upon certified assessed values provided by the Harrison County Assessor as of July 1, 2025; that such projections are preliminary, speculative and dependent upon investments by third parties and general market conditions; and that there are no assurances or guarantees that the Surplus TIF Revenues will be sufficient to pay debt service on the Series 2026 B Bonds. The Purchaser further acknowledges that the projections of Surplus TIF Revenues available for the Series 2026 B Bonds show that only nominal amounts are projected to be available in each Bond Year through the Bond Year ending June 1, 2035, that interest on the Series 2026 B Bonds is not projected to be paid

on a current basis prior to June 1, 2036, and that the Series 2026 B Bonds are projected to be repaid principally from Surplus TIF Revenues becoming available following the projected retirement of the Series 2026 A Bonds on June 1, 2036.

(c) **[The Purchaser further acknowledges that on November 20, 2024, the Issuer entered an Order extending the termination date of the TIF District from October 4, 2037 (the "Original Termination Date") to October 4, 2052, pursuant to Section 10 of the Act; that in (i) City of Bridgeport, West Virginia v. Hooker, Case No. CC-20-2025-C-70, before the Circuit Court of Kanawha County, West Virginia (the "State Court Case"), and (ii) Genesis Partners, Limited Partnership v. City of Bridgeport, West Virginia and G. Andrew Lang, Civil Action No. 1:24-CV-106, before the United States District Court for the Northern District of West Virginia (the "Federal Court Case" and, together with the State Court Case, the "Pending Cases"), various parties are litigating, among other things, the ability to use Section 10 of the Act to extend the termination date of a tax increment financing district beyond thirty years from its creation date; that on March 24, 2026, the Circuit Court of Kanawha County entered an Order Declaring Certain Provisions of W. Va. Code Section 7-11B-10 (2023) Unconstitutional and Entering Final Judgment; and that on June 3, 2026, the Supreme Court of Appeals of West Virginia granted expedited review of such order. The Purchaser acknowledges that, for purposes of the Series 2026 B Bonds, the Termination Date is October 4, 2037, and agrees that, pursuant to Section 2.06 of the Fifth Supplemental Indenture, any principal of and interest on the Series 2026 B Bonds which remains due and payable following the Termination Date shall be waived by the Purchaser and the Trustee, and the Series 2026 B Bonds shall thereupon be considered legally discharged, satisfied and cancelled.] [Bond Counsel to review/comment]**

(d) The Purchaser acknowledges that (i) it shall not constitute a default or Event of Default if available Surplus TIF Revenues or funds on deposit in the TIF Fund and the Revenue Fund are insufficient to pay in full or in part the accrued interest on the Series 2026 B Bonds on any Interest Payment Date or the Maturity Date, or to pay the principal of the Series 2026 B Bonds on the Maturity Date; (ii) interest will not accrue on delinquent interest on the Series 2026 B Bonds; (iii) the total amount of delinquent interest that may accrue and become due and payable on the Series 2026 B Bonds may not exceed $[_____], and any accrued interest in excess of such sum shall be waived and discharged and shall not be due and payable; (iv) an Event of Default occurs under the Fifth Supplemental Indenture only in the limited circumstances set forth in Section 5.01 thereof, and an Event of Default with respect to the Series 2026 B Bonds shall not constitute an Event of Default with respect to the Series 2021 A Bonds or the Series 2026 A Bonds; and (v) the principal of the Series 2026 B Bonds is not subject to acceleration.

9. **Placement Agent Role and Responsibilities.** The Issuer and the Purchaser acknowledge and agree that: (i) Piper Sandler & Co. is serving solely as Placement Agent and as an intermediary for the Issuer with the placement of the Series 2026 B Bonds by the Issuer directly with the Purchaser; (ii) the Placement Agent is not underwriting the Series 2026 B Bonds, nor acting or serving as a municipal advisor, financial advisor or fiduciary to the Issuer or the Purchaser, and has not assumed any fiduciary responsibility to the Issuer or the Purchaser with

respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto; (iii) the Issuer and the Purchaser, respectively, will consult with their own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent each party deems appropriate; and (iv) the Placement Agent assumes no financial or underwriting risk in the transaction, but is only entitled to a fee from the Issuer for its services rendered as Placement Agent. The Issuer further acknowledges and agrees that if it wishes to engage the services of a municipal advisor that would have a legal fiduciary duty to the Issuer, then the Issuer is free to so engage a municipal advisor to serve in that capacity. The Purchaser acknowledges that the Placement Agent has not independently verified the information provided to the Purchaser, has not made any investigation of the Series 2026 B Bonds, the credit of the Issuer or the Trust Estate, and makes no representation or warranty, express or implied, as to the accuracy or completeness of such information. Notwithstanding the foregoing, the Issuer and the Purchaser may rely on certain financial information provided by the Placement Agent, specifically bond sizing (e.g., par amount of the Series 2026 B Bonds) and projections of Surplus TIF Revenues and debt service for the Series 2026 B Bonds included in the transcript of proceedings with respect to the issuance of the Series 2026 B Bonds and incorporated herein. The Issuer and the Purchaser further understand that such financial information was prepared in reliance upon certain information provided by third parties, including certified assessed values provided by the Harrison County Assessor and anticipated development schedules provided by the Purchaser, as the Developer, and the Placement Agent does not guarantee the accuracy or completeness of such information provided by third parties, including the Purchaser.

10. **No Third-Party Beneficiaries; Survival of Representations.** This Agreement is made solely for the benefit of the parties hereto, and no other person shall acquire or have any right under or by virtue of this Agreement. All representations, warranties and agreements of the Issuer and the Purchaser shall remain in full force and effect regardless of any investigation made by or on behalf of the other party and shall survive the delivery of the Series 2026 B Bonds.

11. **Notice.** Except as otherwise provided herein, it shall be sufficient service of any notice, request, demand, authorization, direction, consent, waiver or other paper required or permitted by this Agreement to be made, given or furnished to or filed with the following persons upon receipt by such person, if the same shall be delivered in person, by nationally recognized overnight courier, or duly mailed by registered or certified mail, postage prepaid, return receipt requested, at the following addresses:

To the Issuer: The County Commission of Harrison County, 301 West Main Street, Clarksburg, West Virginia 26301, Attention: President

To the Purchaser: High Tech Corridor Development, LLC, 600 White Oaks Boulevard Bridgeport, West Virginia 26330 Attention: Manager

12. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State. The parties hereto acknowledge and agree that any contract claims and/or actions arising out of this transaction will be brought in the Circuit Court of Harrison County, West Virginia.

13. **Severability.** If any section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement.

14. **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures delivered by facsimile, PDF or other electronic means shall be deemed original signatures for all purposes.

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Respectfully submitted,

HIGH TECH CORRIDOR DEVELOPMENT, LLC

By: _____
Name:
Title:

ACCEPTANCE BY THE ISSUER:

Accepted this ___ day of December, 2026, for and on behalf of the Issuer, pursuant to the Bond Order.

THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

By: _____
Name:
Title: President

EXHIBIT A

BOND TERMS

Issuer	The County Commission of Harrison County, West Virginia (the "Issuer").
Junior Subordinate Bonds	$675,000 Junior Subordinate Tax Increment Revenue and Improvement Bonds, Series 2026 B (Taxable) (Development District No. 3 – White Oaks) (the "Series 2026 B Bonds"). Interest on the Series 2026 B Bonds is not excludable from gross income for federal income tax purposes. The Series 2026 B Bonds are exempt from all State income taxes, whether imposed on individuals, corporations or other persons, from State business franchise taxes and from ad valorem property taxes.
Purchaser / Method of Offering	The Series 2026 B Bonds will be placed directly with High Tech Corridor Development, LLC, a West Virginia limited liability company (the "Purchaser" or the "Developer").
Use of Proceeds	Proceeds of the Series 2026 B Bonds will be applied to (i) paying or reimbursing costs of the design, acquisition and construction of future infrastructure and site improvements in the TIF District contemplated by Second Amended Project Plan No. 2 (the "2026B Project") and (ii) paying costs of issuance of the Series 2026 B Bonds.
Issue Date / Closing Date	[December 1], 2026.
Security	The Series 2026 B Bonds are special, limited obligations of the Issuer payable solely from the Trust Estate, consisting of (i) Surplus TIF Revenues, being Tax Increment Revenues deposited from time to time in the TIF Fund and the Revenue Fund, subject to the prior liens described below, and (ii) amounts held in the funds and accounts established for the Series 2026 B Bonds under the Fifth Supplemental Indenture, other than the Series 2026 B Bonds Costs of Issuance Fund. The Series 2026 B Bonds do not constitute general obligation debt of the Issuer or a pledge of its full faith and credit or taxing power. THE PLEDGE AND LIEN SECURING THE SERIES 2026 B BONDS IS JUNIOR AND SUBORDINATE IN ALL RESPECTS TO THE PLEDGE AND LIEN IN FAVOR OF (i) THE ISSUER'S SENIOR TAX INCREMENT REFUNDING REVENUE BONDS, SERIES 2021 A TAX-EXEMPT (DEVELOPMENT DISTRICT NO. 3 – WHITE OAKS), ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF $20,573,000, OF WHICH $15,333,000 IS CURRENTLY OUTSTANDING,

	AND ANY ADDITIONAL BONDS, AND (ii) THE ISSUER'S SUBORDINATE TAX INCREMENT REVENUE REFUNDING BONDS, SERIES 2026 A (TAXABLE) (DEVELOPMENT DISTRICT NO. 3 – WHITE OAKS), ISSUED IN THE PRINCIPAL AMOUNT OF $6,291,000, AND ANY ADDITIONAL SUBORDINATE BONDS.
Interest Rate	A fixed rate of 5.00% per annum, computed on the basis of a 360-day year of twelve 30-day months, accruing only on the principal amount advanced and not theretofore repaid.
Interest Payments	Interest is payable annually on June 1 of each year, commencing June 1, 2027, from available Surplus TIF Revenues. Any insufficiency of Surplus TIF Revenues to pay interest shall not constitute a default or Event of Default. Interest will not accrue on delinquent interest. Delinquent interest may not exceed $[_____] in the aggregate, and any accrued interest in excess of such amount is waived and discharged.
Principal / Maturity Date	There are no scheduled principal payments for the Series 2026 B Bonds. All principal advanced and not theretofore redeemed, together with accrued and unpaid interest, is due on June 1, 2037 (the "Maturity Date"). Projected payoff from mandatory redemption with Surplus TIF Revenues is June 1, 2037.
Authorized Denominations	$100,000 and any integral multiple of $0.01 in excess thereof.
Optional Redemption	Subject to redemption prior to maturity at the option of the Issuer, as a whole or in part at any time, at a Redemption Price equal to 100% of the principal amount redeemed, plus accrued interest to the redemption date, without premium. Optional redemptions must be in $1,000 increments as directed by the Issuer and, unless all remaining principal is being paid in full, must leave an Authorized Denomination Outstanding. The Issuer must give the Trustee at least 45 days' notice of an optional redemption.
Mandatory Redemption	The Series 2026 B Bonds are subject to mandatory redemption prior to maturity, in $1,000 increments, at a Redemption Price equal to 100% of the principal amount redeemed plus accrued interest, on June 1 of each Bond Year, commencing June 1, 2027 (or on any later date that permits the required notice to be given, unless the Bondholder waives notice), from Surplus TIF Revenues transferred from the Revenue Fund to the Series 2026 B Bonds Redemption Account after the required transfers for interest on the Series 2026 B Bonds. Redemptions are effected equally and proportionately and, unless the Series 2026 B Bonds are paid in full, an Authorized Denomination must remain Outstanding.

Extraordinary Mandatory Redemption	Subject to extraordinary mandatory redemption in whole or in part on the earliest possible date at 100% of the principal amount redeemed plus accrued interest, from any funds remaining in the Series 2026 B Bonds Project Fund on [_____], 2029, that have been transferred to the Series 2026 B Bonds Redemption Account.
Additional Bonds	So long as the Series 2026 A Bonds remain Outstanding, no Additional Bonds or Additional Subordinate Bonds may be issued without the prior written consent of the Original Purchaser of the Series 2026 A Bonds. No Additional Bonds, Additional Subordinate Bonds or bonds with a lien junior to the Subordinate Bonds may be issued, other than refunding bonds that achieve lower Annual Debt Service in each Bond Year, without the consent of the Developer.
TIF District Termination	Under Section 10 of the Act and Section 2.06 of the Fifth Supplemental Indenture, any principal of or interest on the Series 2026 B Bonds that remains due and payable after October 4, 2037 (the "Termination Date"). Any principal of or interest on the Series 2026 B Bonds that remains due and payable after the Termination Date is waived, and the Series 2026 B Bonds will then be deemed legally discharged, satisfied and cancelled.
Transfer Restrictions	The Series 2026 B Bonds may be transferred only in accordance with Section 2.05 of the Fifth Supplemental Indenture, only to a Qualified Institutional Buyer, an Accredited Investor, or an entity all of whose equity owners are Accredited Investors and in Authorized Denominations.
Projections	The Calculation of Net Property Tax Increment for the Series 2026 B Bonds was prepared by Piper Sandler & Co., as Placement Agent on behalf of the Issuer, based on a number of assumptions, including certified assessed values of the TIF District provided by the Harrison County Assessor as of July 1, 2025, and a schedule of anticipated future development and related values provided by the Developer.

BOND AUTHORIZING RESOLUTION AND ORDER OF THE COUNTY COMMISSION OF HARRISON COUNTY

A RESOLUTION AND ORDER AUTHORIZING AND DIRECTING THE ISSUANCE BY THE COUNTY COMMISSION OF NOT MORE THAN $16,500,000 AGGREGATE PRINCIPAL AMOUNT OF ITS TAX INCREMENT REVENUE BONDS, SERIES 2026 A (HARRISON COUNTY DEVELOPMENT DISTRICT NO. 6 – NORTH CENTRAL WEST VIRGINIA AIRPORT) (THE "SERIES 2026 A BONDS"); AUTHORIZING THE USE OF THE PROCEEDS OF THE SERIES 2026 A BONDS TO REPAY IN FULL THE 2025 WVEDA LOAN (DEFINED HEREIN), FINANCE COSTS OF THE DESIGN, ACQUISITION, CONSTRUCTION AND EQUIPPING OF THE 2026 A PROJECT (DEFINED HEREIN) FOR THE COUNTY COMMISSION OF HARRISON COUNTY DEVELOPMENT DISTRICT NO. 6 – NORTH CENTRAL WEST VIRGINIA AIRPORT (THE "TIF DISTRICT"), FUND A RESERVE FUND FOR THE SERIES 2026 A BONDS AND PAY COSTS OF ISSUANCE OF THE SERIES 2026 A BONDS AND RELATED COSTS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE OF TRUST, A DEVELOPMENT AGREEMENT, A BOND PURCHASE AGREEMENT, A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT WITH RESPECT TO THE SERIES 2026 A BONDS, A CONTINUING DISCLOSURE AGREEMENT AND OTHER DOCUMENTS, INSTRUMENTS, AGREEMENTS AND CERTIFICATES IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2026 A BONDS, THE REPAYMENT IN FULL OF THE 2025 WVEDA LOAN AND THE DESIGN, ACQUISITION, CONSTRUCTION AND EQUIPPING OF THE 2026 A PROJECT; AUTHORIZING AND DIRECTING THE EXECUTION AND DELIVERY OF SUCH BONDS; PROVIDING PARAMETERS FOR THE PRINCIPAL AMOUNTS, MATURITIES, INTEREST RATES AND OTHER TERMS OF SUCH BONDS AND AUTHORIZING THE PRESIDENT OF THE COUNTY COMMISSION TO APPROVE, EXECUTE AND DELIVER A BOND PURCHASE AGREEMENT RELATING TO THE FINAL TERMS OF THE SERIES 2026 A BONDS; APPOINTING A TRUSTEE, REGISTRAR, PAYING AGENT AND OTHER PARTICIPANTS IN THE FINANCING; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS RELATING TO THE ISSUANCE OF THE SERIES 2026 A BONDS AND RELATED MATTERS.

WHEREAS, The County Commission of Harrison County, a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia (the "Issuer" or "County Commission"), under Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended (the "TIF Act" or "Act"), has plenary power and authority to issue tax increment financing obligations to finance the costs of acquisition, construction and equipping of a project or projects included in a development or redevelopment plan approved by the West Virginia Division of Economic Development, formerly known as the West Virginia Development Office (the "Development Office"), and adopted by the governing body of the Issuer that are located within a development or redevelopment district, which project costs may include (i) interest prior to and during the acquisition, construction and equipping of a project and for a reasonable time thereafter; (ii) such reserves as may be required; (iii) reimbursement of costs of any interim financing or cash expenditures entered on behalf of projects in the development or redevelopment district; and (iv) any and all other expenses incidental to planning, carrying out and financing the project;

WHEREAS, pursuant to the Act, the Issuer, on October 31, 2018, following all necessary actions, publications, public hearings and approvals, entered an Order (the "District and Project Approval Order"), approving and creating a development district in Harrison County (the "County") to be known as "The County Commission of Harrison County Development District No. 6 – North Central West Virginia Airport" (the "TIF District"), approving a project plan for the TIF District known as Project Plan No. 1 (the "Project Plan") and establishing a tax increment financing fund for the TIF District (the "TIF Fund");

WHEREAS, the Benedum Airport Authority, a public corporation created by the Issuer and The County Commission of Marion County to administer and operate the North Central West Virginia Airport (the "Benedum Airport Authority"), has utilized proceeds of a loan from the West Virginia Economic Development Authority (the "2025 WVEDA Loan") to pay costs of constructing a new airport terminal, parking area and related buildings and facilities at the North Central West Virginia Airport (the "Terminal Facilities");

WHEREAS, the Issuer desires to authorize the issuance of tax increment revenue bonds to be designated "The County Commission of Harrison County Tax Increment Revenue Bonds, Series 2026 A (Harrison County Development District No. 6 – North Central West Virginia Airport) (the "Series 2026 A Bonds") for the purposes of (i) repaying in full the 2025 WVEDA Loan; (ii) financing costs of a portion of the Project Plan (the "2026 A Project"); (iii) funding a reserve fund for the Series 2026 A Bonds; and (iv) paying costs of issuance of the Series 2026 A Bonds and related costs;

WHEREAS, the Series 2026 A Bonds will be issued pursuant to an Indenture of Trust (the "Indenture"), by and between Wesbanco Bank, Inc. (the "Trustee") and the Issuer, and the Issuer will approve the final terms of the Series 2026 A Bonds pursuant to a Bond Purchase Agreement to be dated the date of sale of the Series 2026 A Bonds, by and between the Issuer and Piper Sandler & Co., as purchaser of the Bonds (the "Underwriter"), to be executed and delivered by the Issuer in connection with the sale and issuance of the Series 2026 A Bonds (the "Bond Purchase Agreement");

WHEREAS, the repayment of the 2025 WVEDA Loan and the financing of the 2026 A Project by the Issuer will benefit the inhabitants of the County, will increase opportunities for employment in the County and will help in establishing a diversified and balanced economy within the County, and the health, happiness, right of gainful employment and general welfare of the citizens and residents of the County will be promoted by the repayment of the 2025 WVEDA Loan and the construction of the 2026 A Project as aforesaid, and the financing of the same is a public purpose of the Issuer under the TIF Act; and

WHEREAS, the Issuer desires to take all steps necessary to authorize the foregoing actions as expeditiously as possible.

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND ENTERED OF RECORD BY THE COUNTY COMMISSION OF HARRISON COUNTY, AS FOLLOWS:

Section 1. It is hereby found and determined that (i) the repayment in full of the 2025 WVEDA Loan and the design, acquisition, construction and equipping of the 2026 A Project will benefit the inhabitants of the County, will increase opportunities for employment in the County and will help in establishing a diversified and balanced economy within the County; (ii) the health, happiness, right of gainful employment and general welfare of the citizens and residents of the County will be promoted by the repayment in full of the 2025 WVEDA Loan and the design, acquisition, construction and equipping of the 2026 A Project; and (iii) the same constitutes a public purpose of the Issuer under the Act. Therefore, the Issuer hereby authorizes and directs the repayment in full of the 2025 WVEDA Loan and the design, acquisition, construction and equipping of the 2026 A Project in the manner and pursuant to the terms and conditions as more particularly described and provided for in the Indenture and Development Agreement (hereinafter defined), the forms of which have been presented at the meeting in which this Resolution and Order have been adopted and are hereby approved, and the financing of costs of the same pursuant to the issuance of its Series 2026 A Bonds.

Section 2. To accomplish the purposes of the Act, the Issuer hereby authorizes the issuance of the Series 2026 A Bonds in an aggregate principal amount not to exceed $16,500,000, for the purposes of: (i) repaying in full the 2025 WVEDA Loan; (ii) financing costs of the 2026 A Project; (iii) funding a reserve fund for the Series 2026 A Bonds; and (iv) paying costs of issuance of the Series 2026 A Bonds and related costs. The Series 2026 A Bonds shall be dated such date or dates, shall bear interest payable at such times and at such rates (not to exceed an average overall rate or true interest cost of 7.50% per annum over the entire issue of the Series 2026 A Bonds), shall mature on such dates and in such principal amounts (with final maturity no later than October 31, 2048), shall have such provisions for redemption and shall have such other provisions as are set forth in the Indenture and as approved by the Issuer pursuant to the execution and delivery of the Bond Purchase Agreement by the President of the Issuer.

Section 3. The Issuer hereby authorizes and approves the issuance of the Series 2026 A Bonds within the parameters set forth in Section 2 above, and hereby further authorizes the President of the Issuer to approve the final terms thereof and the purposes for which the proceeds thereof shall be used as shall be set forth in the Bond Purchase Agreement to be executed by the President of the Issuer, which Series 2026 A Bonds may be issued in one or more series or with

different designations, all as may be set forth in the Indenture. The President is authorized to execute and deliver the Series 2026 A Bonds and the County Clerk is authorized to affix the seal of the Issuer to the Series 2026 A Bonds and to attest the same, which Series 2026 A Bonds shall be in substantially the form attached to the Indenture, with such changes as shall be approved by the President. The execution and delivery of the Series 2026 A Bonds by the President shall be conclusive evidence of such approval.

Section 4. The Series 2026 A Bonds, together with the interest thereon and other costs incidental thereto, shall be secured solely by the pledges effected by the Indenture herein authorized and defined, and by the TIF Fund and Tax Increment Revenues and other revenues and properties pledged for their payment in accordance with the Act and the Indenture. The Series 2026 A Bonds, 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 Tax Increment Revenues and other revenues and properties pledged for their payment under the Indenture and pursuant to the Act. Neither the Series 2026 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 and credit or taxing power, if any, of the State of West Virginia (the "State") or the Issuer, except as to such property expressly provided therefor in the Indenture, nor shall the same ever constitute an indebtedness of the State or the Issuer within the meaning of any constitutional provision or statutory limitation or constitute or give rise to a pecuniary liability of the State or the Issuer. No recourse shall be had for the payment of the principal of and interest on the Series 2026 A Bonds against the Issuer or any official or member of the Issuer. The holders of the Series 2026 A Bonds shall have no right to have taxes levied by the legislature of the State or the taxing authority, if any, of the Issuer for the payment of the principal of, premium, if any, or interest on the Series 2026 A Bonds, but the Series 2026 A Bonds shall be payable solely from the Tax Increment Revenues deposited into the TIF Fund and pledged therefor under the Indenture.

Section 5. The Indenture to be dated on or prior to the date of delivery of the Series 2026 A Bonds, by and between the Issuer and the Trustee, substantially in the form submitted to this meeting and made a part of this Resolution and Order as though set forth in full herein, shall be and the same is hereby approved. The President of the Issuer is hereby authorized and directed to execute, acknowledge, if necessary, and deliver the Indenture, with such changes, insertions, variations and omissions as may be approved by the President, and the County Clerk is authorized and directed to affix the seal of the Issuer thereto and to attest the same. The execution of the Indenture by the President shall be conclusive evidence of such approval.

Section 6. The Project Development Agreement with respect to the design, acquisition, construction and equipping of the 2026 A Project (the "Development Agreement"), to be dated on or prior to the date of delivery of the Series 2026 A Bonds, by and between the Issuer and Benedum Airport Authority, substantially in the form presented at the meeting in which this Resolution and Order was adopted and made a part of this Resolution and Order as though set forth in full herein, shall be and the same is hereby approved. The President of the Issuer is hereby authorized and directed to execute, acknowledge, if necessary, and deliver the Development Agreement, with such changes, insertions, variations and omissions as may be approved by the President, and the County Clerk is authorized and directed to affix the seal of the Issuer thereto

and to attest the same, as necessary. The execution of the Development Agreement by the President shall be conclusive evidence of such approval.

Section 7. The Bond Purchase Agreement, substantially in the form submitted to this meeting and made a part of this Resolution and Order as though set forth in full herein, shall be and the same hereby is approved. The President of the Issuer is hereby authorized and directed to execute and deliver the Bond Purchase Agreement, with such changes, insertions, variations and omissions as may be approved by the President. The execution of the Bond Purchase Agreement by the President shall be conclusive evidence of the approval of such changes, insertions, variations and omissions.

Section 8. The form of the Preliminary Official Statement for the Series 2026 A Bonds (the "Preliminary Official Statement"), substantially in the form submitted to this meeting, shall be and the same is hereby approved. The distribution of the Preliminary Official Statement with respect to the marketing and sale of the Series 2026 A Bonds is hereby authorized, directed and approved. The President is hereby authorized and directed to execute and deliver a final Official Statement (the "Official Statement") on behalf of the Issuer, with such changes, insertions and omissions as may be required to reflect the terms of the sale of the Series 2026 A Bonds and such other modifications, additions, deletions and changes thereto as the President may approve, the execution of the Official Statement by the President to be conclusive evidence of such approval. Copies of the Official Statement are hereby authorized to be prepared and furnished to the Underwriter for distribution in connection with the marketing and sale of the Series 2026 A Bonds. The distribution of the Official Statement by the Underwriter in connection with the offering and sale of the Series 2026 A Bonds is hereby approved, ratified and confirmed.

Section 9. The form of the Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") to be dated the date of delivery of the Series 2026 A Bonds, by and between the Issuer and MuniCap, Inc., as initial dissemination agent (the "Dissemination Agent"), substantially in the form submitted to this meeting, shall be and the same is hereby approved. The President is hereby authorized and directed to execute and deliver the Continuing Disclosure Agreement with such changes, insertions, variations and omissions as may be approved by the President. The execution of the Continuing Disclosure Agreement by the President shall be conclusive evidence of the approval of such changes, insertions, variations and omissions.

Section 10. The Series 2026 A Bonds shall be issued in fully registered form in accordance with the provisions of the Indenture and shall be delivered to the Trustee to be authenticated, registered and delivered to the purchaser thereof in accordance with the terms of the Indenture. The President and County Clerk of the Issuer shall execute the Series 2026 A Bonds as necessary and affix, imprint or otherwise reproduce the official seal of the Issuer thereto and the Series 2026 A Bonds shall contain a recital to the effect that they are issued pursuant to the Act.

Section 11. The President and County Clerk and any other proper officers and employees of the Issuer, together with all other members and employees thereof, are hereby authorized and directed to execute, acknowledge, if necessary, and deliver any and all papers, documents, agreements, certificates and instruments, to affix the seal of the Issuer and attest the same for and on behalf of the Issuer and to do and cause to be done any and all acts and things

necessary or proper for carrying out the transactions contemplated by this Resolution and Order, the Indenture, the Bond Purchase Agreement and other documents relating thereto.

Section 12. All covenants, stipulations, obligations and agreements of the Issuer contained herein and contained in the Indenture, the Bond Purchase Agreement, the Continuing Disclosure Agreement and other documents relating thereto 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 Indenture, as applicable, 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.

Section 13. No covenant, stipulation, obligation or agreement herein contained or contained in the Indenture, or other documents relating thereto 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 2026 A Bonds shall be subject to any personal liability or accountability by reason of the issuance of the Series 2026 A Bonds. No member of the Issuer or officer or employee of the Issuer shall be individually or personally liable for the payment of the principal of or the interest on any of the Series 2026 A Bonds, but nothing herein contained shall relieve any such member, official or employee from the performance of any official duty provided by law or this Resolution and Order.

Section 14. Steptoe & Johnson PLLC is hereby appointed as bond counsel to the Issuer, Piper Sandler & Co. is hereby appointed as Underwriter for the Series 2026 A Bonds and Wesbanco Bank, Inc. is hereby appointed as trustee, registrar and paying agent for the Series 2026 A Bonds under the Indenture. MuniCap, Inc. is appointed as the revenue consultant to the Issuer to prepare projections of Tax Increment Revenues and related reports as well as serving as Dissemination Agent pursuant to the Continuing Disclosure Agreement. The President of the Issuer is authorized to negotiate, execute and deliver such engagement letters with such entities as shall be appropriate in the circumstances upon such terms and with such levels of compensation as shall be approved by the President as evidenced by their execution and delivery of such engagement letters.

Section 15. The designation of any of the Series 2026 A Bonds may be modified without further action by the Issuer to reflect series designation, issuance dates or other matters.

Section 16. The laws of the State of West Virginia shall govern the construction of this Resolution and Order and the Series 2026 A Bonds issued hereunder.

Section 17. If any section, paragraph, clause or provision of this Resolution and Order shall be held invalid, such invalidity shall not affect any of the remaining provisions of this Resolution and Order.

Section 18. All previous ordinances, orders, resolutions or parts thereof in conflict with the provisions of this Resolution and Order are, to the extent of such conflict, hereby repealed.

Section 19. 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 entry of this Resolution and Order 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 applicable thereto; and that the President, County Clerk and Commissioners of the Issuer were at all times, when any actions in connection with this Resolution and Order occurred, and are duly in office and duly qualified for such office.

Section 20. This Resolution and Order shall take effect immediately upon adoption and entry thereof.

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Adopted and entered of record this 18th day of November, 2026.

THE COUNTY COMMISSION OF
HARRISON COUNTY

By:_____
Its President

CERTIFICATION

The undersigned, being the duly qualified, elected and acting Clerk of The County Commission of Harrison County, does hereby certify that the foregoing Resolution and Order was duly adopted and entered of record by The County Commission of Harrison County at a regular meeting duly held, pursuant to proper notice thereof, on November 18, 2026, a quorum being present and acting throughout, and which Resolution and Order has not been modified, amended or revoked and is a true, correct and complete copy thereof as of this ____ day of _____, 2026.

By: _____
Its County Clerk

This Preliminary Official Statement and the information contained herein are subject to completion and amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED NOVEMBER __, 2026

New Issue - Book-Entry-Only **NON RATED**

In the opinion of Steptoe & Johnson PLLC, Bond Counsel, based on the analysis of existing laws, regulations, rulings, and court decisions and assuming continuing compliance with certain covenants and the accuracy of certain representations, interest on the Series 2026 A Bonds (as defined herein) is excludable from gross income of the holders thereof for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended, and regulations thereunder (the "Code"), and is not an item of tax preference for purposes of the federal alternative minimum tax imposed by the Code; however, with respect to certain corporations, interest on the Series 2026 A Bonds is taken into account in determining the annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on corporations. In the opinion of Bond Counsel, under existing laws of the State of West Virginia (the "State"), the Series 2026 A Bonds, all income and the interest therefrom, are exempt from all state income taxes imposed by the State, whether imposed on individuals, corporations, or other persons, from state business franchise taxes and from ad valorem property taxes. The above opinions are subject to certain limitations and exceptions. See "TAX MATTERS" herein and the form of Opinion of Bond Counsel attached hereto as APPENDIX D.

$_____*
THE COUNTY COMMISSION OF HARRISON COUNTY
TAX INCREMENT REVENUE BONDS
SERIES 2026 A
(HARRISON COUNTY DEVELOPMENT DISTRICT NO. 6 – NORTH CENTRAL WEST VIRGINIA AIRPORT)

Dated: Date of Delivery **Due: June 1, as shown below**

The County Commission of Harrison County Tax Increment Revenue Bonds, Series 2026 A (Harrison County Development District No. 6 – North Central West Virginia Airport) (the "Series 2026 A Bonds") are being issued by The County Commission of Harrison County, West Virginia (the "County Commission" or the "Issuer"), pursuant to (i) an Indenture of Trust dated as of December __, 2026 (the "Indenture"), between the Issuer and Wesbanco Bank, Inc., as trustee (the "Trustee"), (ii) a Bond Authorizing Resolution and Order adopted and entered by the County Commission on November 18, 2026 (together with any resolution which may be adopted by the County Commission which is supplemental thereto, the "Bond Order"), and (iii) Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended (the "TIF Act" or "Act"). The Series 2026 A Bonds are being issued for the purposes of (i) repaying in full the 2025 WVEDA Loan (defined herein); (ii) financing the a portion of the costs of the design, acquisition, construction and equipping of the 2026 A Project (as defined herein) for the development district created by the County Commission pursuant to the TIF Act and designated as "The County Commission of Harrison County Development District No. 6 – North Central West Virginia Airport" (the "TIF District"); (iii) funding the Series 2026 A Bonds Reserve Fund to the Reserve Requirement (as such terms are defined herein); and (iv) paying costs of issuance of the Series 2026 A Bonds and related costs.

The TIF District is located in Harrison County, and lies within the City of Bridgeport, West Virginia, and includes approximately 752 acres of contiguous real property located to the east of Interstate 79, generally between W. Va. Route 131 and US Route 50, and bisected by W. Va. Route 279 at or near the TIF District's northern boundary. The TIF District is comprised of the real property and improvements constituting the North Central West Virginia Airport (the "Airport") and surrounding properties. The boundaries of the TIF District are provided in the map included herein under "THE TIF DISTRICT."

The Series 2026 A Bonds are issuable only as fully registered bonds and, when issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the Series 2026 A Bonds. Purchases of beneficial interests in the Series 2026 A Bonds will be made in book-entry-only form, in denominations of $5,000 or any integral multiple thereof. So long as Cede & Co. is the registered owner of the Series 2026 A Bonds, purchasers of beneficial interests ("Beneficial Owners") will not receive certificates representing their interests in the Series 2026 A Bonds, payments of the principal of and interest on the Series 2026 A Bonds will be made directly to DTC or Cede & Co., and references herein to the registered owners or holders of the Series 2026 A Bonds shall mean Cede & Co. See "THE SERIES 2026 A BONDS – Book-Entry-Only System." The Series 2026 A Bonds will bear interest at the fixed rates set forth on the inside cover, calculated on the basis of a 360-day year comprised of twelve thirty-day months. Interest on the Series 2026 A Bonds will be payable semi-annually on each June 1 and December 1, commencing June 1, 2027. See "THE SERIES 2026 A BONDS – General." The Series 2026 A Bonds are subject to redemption prior to maturity as described herein.

THE SERIES 2026 A BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE ISSUER, PAYABLE SOLELY FROM THE REVENUES AS DEFINED IN THE INDENTURE. THE SERIES 2026 A BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION OF THE ISSUER, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF AND DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE ISSUER, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED OR OBLIGATED TO THE PAYMENT OF THE SERIES 2026 A BONDS.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors should read the entire Official Statement to obtain information essential to making an informed investment decision.

The Series 2026 A Bonds are offered when, as and if issued by the County Commission, subject to prior sale, withdrawal or modification of the offer without any notice and to the approving opinion of Steptoe & Johnson PLLC, Bond Counsel. Certain legal matters will be passed upon for the County Commission by Steptoe & Johnson PLLC, special project counsel, and for the Underwriter by its counsel, Jackson Kelly PLLC. It is expected that the Series 2026 A Bonds will be available for delivery through the facilities of DTC on or about December __, 2026.

PIPER | SANDLER

Dated: _____, 2026

* Preliminary, subject to change.

$_____*
THE COUNTY COMMISSION OF HARRISON COUNTY
TAX INCREMENT REVENUE BONDS
SERIES 2026 A
(HARRISON COUNTY DEVELOPMENT DISTRICT NO. 6 –
NORTH CENTRAL WEST VIRGINIA AIRPORT)

AMOUNTS, INTEREST RATES, MATURITIES, YIELDS, PRICES, AND CUSIPS**

Series 2026 A Term Bonds

$_____* _____% Term Bond Due June 1, 20__ Yield: _____ Price: _____ CUSIP**: _____ __

$_____* _____% Term Bond Due June 1, 20__ Yield: _____ Price: _____ CUSIP**: _____ __

_____

* Preliminary, subject to change.

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This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2026 A Bonds in any jurisdiction in which it is unlawful to make such offer, solicitation or sale. No dealer, broker, salesman or other person has been authorized by the County Commission or the Underwriter to give any information or to make any representations, other than as contained in this Official Statement. If given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. The information set forth herein has been obtained from the County Commission and other sources, which are believed to be reliable but is not guaranteed as to accuracy or completeness and is not to be construed as a representation by the Underwriter. The information and any expression of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall under any circumstances create any implication that there has been no change in the affairs of the County Commission, as it relates to the TIF District, since the date hereof. This Official Statement is submitted in connection with the sale of securities referred to herein, and may not be reproduced or used, in whole or in part, for any other purposes.

The information contained in this Official Statement has been obtained from the County Commission and other sources believed to be reliable, but the accuracy or completeness of such information is not guaranteed by and should not be construed as a promise by any of the foregoing. The presentation of such information is intended to show recent historic information and is not intended to indicate future or continuing trends. No representation is made that the past experience, as shown by such financial and other information, will necessarily continue or be repeated in the future. This Official Statement contains, in part, estimates and matters of opinion, whether or not expressly stated to be such, which are not intended as statements or representations of fact or certainty, and no representation is made as to the correctness of such estimates and opinions, or that they will be realized. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the County Commission.

The Series 2026 A Bonds shall not be or constitute an indebtedness of the County Commission within the meaning of any constitutional, statutory or charter limitation of indebtedness but shall be payable solely from the Tax Increment Revenues (as defined in the Indenture) generated by the TIF District (excluding the PAYGO Revenues, as defined herein), the moneys and securities held in the TIF Fund (excluding the PAYGO Revenues Subaccount therein, as described herein) and certain funds and accounts created in the Indenture (but not the TIF District Administrative Expense Fund, the Series 2026 A Bonds Rebate Fund or the Series 2026 A Bonds Cost of Issuance Fund, as such funds are described in the Indenture). No Holder or Holders of the Series 2026 A Bonds issued hereunder shall ever have the right to compel the exercise of the taxing power of the County Commission to pay the Series 2026 A Bonds or the interest thereon.

Forward-Looking Statements

This Official Statement contains statements relating to future results that are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. When used in this Official Statement, the words "estimated," "forecasted," "intended," "expected," "anticipated," "projected" and similar expressions identify forward-looking statements. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. For a discussion of certain of such risks and possible variations in results, see the information under "BONDHOLDERS' RISKS" herein.

YOU SHOULD MAKE YOUR OWN DECISION WHETHER THIS OFFERING MEETS YOUR INVESTMENT OBJECTIVES AND RISK TOLERANCE LEVEL. NO FEDERAL OR STATE SECURITIES COMMISSION HAS APPROVED, DISAPPROVED, ENDORSED OR RECOMMENDED THIS OFFERING. NO INDEPENDENT PERSON HAS CONFIRMED THE ACCURACY OR TRUTHFULNESS OF THIS DISCLOSURE, NOR WHETHER IT IS COMPLETE. THE COUNTY COMMISSION IS RELYING ON AN EXEMPTION FROM REGISTRATION BY QUALIFICATION UNDER THE WEST VIRGINIA SECURITIES ACT.

The Indenture has not been qualified under the Trust Indenture Act of 1939, as amended, because of available exemptions therefrom.

The information on any third-party website referenced in this Official Statement, which may be in the form of a hyperlink, has been provided by such third party, and the County Commission makes no representation as to the accuracy or completeness thereof. Unless specified otherwise, such information or links contained in any such third-party website are not incorporated into, and are not part of, this Official Statement for purposes of Rule 15c2-12.

THE FOLLOWING SENTENCE HAS BEEN PROVIDED BY THE UNDERWRITER FOR INCLUSION IN THIS OFFICIAL STATEMENT: THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS A PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

The Series 2026 A Bonds will not be registered under the Securities Act of 1933, as amended, or any state securities law, and will not be listed on any stock or other securities exchange. Neither the Securities and Exchange Commission nor any other federal, state or other governmental entity or agency has determined or confirmed the accuracy of this Official Statement.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2026 A BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

Commissioners

David Hinkle **Commissioner**	**Susan J. Thomas** **President**	**Patsy S. Trecost, II** **Commissioner**

Laura Pysz
County Administrator

Michelle Tonkin
Assistant County Administrator

BENEDUM AIRPORT AUTHORITY

Richard Rock
North Central West Virginia Airport Director

Shawn Long
North Central West Virginia Airport Deputy Director

Anthony Bellotte
Director of Special Projects

FINANCING TEAM

Piper Sandler & Co.
Underwriter

Steptoe & Johnson PLLC
Bond Counsel
Special Project Counsel to the Issuer

Jackson Kelly PLLC
Underwriter's Counsel

MuniCap, Inc.
Revenue Consultant

Wesbanco Bank, Inc.
Trustee

Crews Municipal Advisors
Municipal Advisor to the Airport Authority

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THE COUNTY COMMISSION OF HARRISON COUNTY
DEVELOPMENT DISTRICT NO. 6 – NORTH CENTRAL WEST VIRGINIA AIRPORT



[Insert Pictures]

OFFICIAL STATEMENT

**$_____*
THE COUNTY COMMISSION OF HARRISON COUNTY
TAX INCREMENT REVENUE BONDS
SERIES 2026 A
(HARRISON COUNTY DEVELOPMENT DISTRICT NO. 6 –
NORTH CENTRAL WEST VIRGINIA AIRPORT)**

INTRODUCTION

This Official Statement, including the cover page, inside cover page and appendices hereto, is provided to set forth certain information in connection with the issuance and sale of the Tax Increment Revenue Bonds, Series 2026 A (Harrison County Development District No. 6 – North Central West Virginia Airport) (the "Series 2026 A Bonds"). All capitalized terms used in this Official Statement, to the extent not otherwise defined herein, have the meanings assigned to them in "APPENDIX A – FORM OF INDENTURE OF TRUST".

The Series 2026 A Bonds are being issued by The County Commission of Harrison County (West Virginia) (the "County Commission" or the "Issuer"), a public corporation and governing body of Harrison County (the "County"), a political subdivision of the State of West Virginia (the "State"), pursuant to (i) an Indenture of Trust dated as of December __, 2026 (the "Indenture"), between the Issuer and Wesbanco Bank, Inc., as trustee (the "Trustee"), (ii) a Bond Authorizing Resolution and Order adopted and entered by the County Commission on November 18, 2026 (together with any resolution which may be adopted by the County Commission which is supplemental thereto, the "Bond Order"), and (iii) Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended (the "TIF Act" or "Act"). The Series 2026 A Bonds are being issued for the purposes of (i) repaying in full the 2025 WVEDA Loan (as defined herein); (ii) financing a portion of the costs of the design, acquisition, construction and equipping of the 2026 A Project (as defined herein) for the development district created by the County Commission pursuant to the TIF Act and designated as "The County Commission of Harrison County Development District No. 6 – North Central West Virginia Airport" (the "TIF District"); (iii) funding the Series 2026 A Bonds Reserve Fund to the Reserve Requirement (as such terms are hereinafter defined); and (iv) paying costs of issuance of the Series 2026 A Bonds and related costs.

THE SERIES 2026 A BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE ISSUER, PAYABLE SOLELY FROM THE REVENUES AS DEFINED IN THE INDENTURE. THE SERIES 2026 A BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION OF THE ISSUER, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF AND DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE ISSUER, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED OR OBLIGATED TO THE PAYMENT OF THE SERIES 2026 A BONDS.

The TIF District

Pursuant to Section 9(c) of the Act and following a public hearing held on June 27, 2018, and the approval of the Executive Director of the Development Office (defined herein), the County Commission

* Preliminary, subject to change.

entered an Order on October 31, 2018 (the "District Creation Order"), (i) creating the TIF District, (ii) approving the establishment of a tax increment financing fund for the TIF District (the "TIF Fund), and (iii) approving a development project plan designated as "Project Plan No. 1" ("Project Plan"). The TIF District is located in the County, and lies within the City of Bridgeport, West Virginia, and includes approximately 752 acres of contiguous real property located to the east of Interstate 79, generally between W. Va. Route 131 and US Route 50, and bisected by W. Va. Route 279 at or near the TIF District's northern boundary. The TIF District is comprised of the real property and improvements constituting the North Central West Virginia Airport (the "Airport"), the West Virginia AeroTech Park (the "AeroTech Park"), and surrounding properties. The TIF District has been created by the County Commission for the purposes of facilitating the planning, design, acquisition, construction and equipping of capital improvements within the TIF District or on land not in the TIF District which contains infrastructure or other facilities which serve the TIF District.

Proceeds of the Series 2026 A Bonds will finance that portion of the Project Plan (the "2026 A Project") as more particularly described below and in a Project Development Agreement dated December __, 2026 (the "Development Agreement"), between the Issuer and the Benedum Airport Authority (the "Airport Authority"), as further described below. See "INTRODUCTION – The 2026 A Project" below.

The base assessed value of the real and personal property, excluding personal motor vehicles, personal trailers, personal boats, personal campers, personal motor homes, personal ATVs, personal motorcycles and other personal property excluded by the Act (collectively, the "Items Excluded by the Act"), within the TIF District is $38,283,901 (the "Base Assessed Value"), and the current assessed value for tax year 2026 of the real and personal property, excluding the Items Excluded by the Act, within the TIF District is $132,112,710. Business personal property, including buildings that tenants construct on land owned by the Airport Authority, accounts for 89.7% of the TIF District's assessed value. Further, the business personal property of one taxpayer in the TIF District, Pratt & Whitney Engine Services, Inc. ("Pratt & Whitney"), alone accounts for 72.0% of the TIF District's assessed value. See "THE TIF DISTRICT" herein and "APPENDIX B – TAX INCREMENT REVENUE REPORT" hereto.

The TIF District terminates on October 31, 2048 (the "Termination Date"). See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 A BONDS – Termination Date of TIF District" herein.

See "INTRODUCTION – West Virginia Tax Increment Financing" and "TAX INCREMENT FINANCING IN WEST VIRGINIA AND COLLECTION OF TAX INCREMENT REVENUES" herein for additional information regarding development or redevelopment districts and tax increment financing in the State.

The 2026 A Project

The 2026 A Project is primarily focused on improvements, including, but not limited to, acquisition of real and personal properties and design, acquisition, construction and equipping of renovations and improvements in and for the benefit of the TIF district as permitted pursuant to the TIF Act specifically including, but not limited to the design, permitting, acquisition, construction and equipping of site, infrastructure and other improvements that will facilitate industrial and/or commercial development within the TIF District, including, but not limited to, the design, acquisition, construction and equipping of a road (the "Airport Road") within the TIF District from West Virginia Route 279, also known as Jerry Dove Drive, providing access to the Terminal Facilities (defined herein), the Aerotech Park and surrounds, as more particularly described in the Development Agreement. See "INTRODUCTION – TIF District".

The 2025 WVEDA Loan

A portion of the proceeds of the Series 2026 A Bonds will repay in full the Promissory Note, dated May 22, 2025, pursuant to which the Airport Authority promised to pay to the order of the West Virginia Economic Development Authority (the "WVEDA") the sum of $10,000,000 (the "2025 WVEDA Loan"). The 2025 WVEDA Loan was provided by the WVEDA to fund a portion of the cost of constructing the new airport terminal, parking area and related buildings and facilities constructed by the Airport Authority at the Airport (the "Terminal Facilities") at an approximate cost of $27,235,000.

West Virginia Tax Increment Financing

In November 2002, West Virginia voters ratified Amendment One to the Constitution of the State, which authorizes West Virginia county commissions and certain West Virginia municipalities to use tax increment financing to fund expenditures in development and redevelopment districts located within the county or municipality.

The TIF Act sets the requirements related to the establishment of development or redevelopment districts. County commissions and the governing bodies of certain municipalities may propose the creation of a development or redevelopment district, either upon their own initiative or upon the application of an agency or a developer. The county commission or governing body of the municipality must then hold a public hearing regarding the proposed creation of a development or redevelopment district. Following the public hearing, the county commission or governing body of the municipality must submit a development or redevelopment project plan to the Executive Director of the West Virginia Division of Economic Development, formerly the West Virginia Development Office (the "Development Office"). After receiving final approval of the plan from the Executive Director of the Development Office, the county commission must enter an order or the governing body of the municipality must enact an ordinance that creates the development or redevelopment district and describes the parameters of the development or redevelopment projects within the district. The order or ordinance must establish a tax increment financing fund into which all tax increment revenues or other revenues shall be deposited, and from which all project costs will be paid. Each year, the county commission, or its designee, and the governing body of a municipality, or its designee, that has approved a development or redevelopment plan is required to prepare an annual report giving the status of the plan and each development and redevelopment project included in the plan and file it with the Executive Director of the Development Office by the first day of October each year.

In order to finance the development or redevelopment project, a county or municipality may issue tax increment financing obligations. Tax increment financing obligations are payable solely from the tax increment or other revenues deposited into the tax increment financing fund, and every tax increment financing bond, note or other obligation must recite on its face that it is a special obligation payable solely from the tax increment and other revenues pledged for its repayment. In order to issue tax increment financing obligations, a county commission must adopt an order or the governing body of a municipality must enact an ordinance authorizing such obligations to be issued. The tax increment financing obligations may not be issued in an amount exceeding the estimated aggregate costs of the development or redevelopment project, together with the funding of a reserve and such other accounts and the payment of all costs of issuance in connection therewith and must mature over a period not to exceed thirty years. The tax increment financing obligations, together with the interest and income therefrom, are exempt from state income taxes, state business franchise taxes, and ad valorem property taxes.

The tax increment is the amount of regular levy property taxes payable upon the amount by which the current assessed value of real and tangible personal property, excluding personal motor vehicles, personal trailers, personal boats, personal campers, personal motor homes, personal ATVs and personal

motorcycles, having a tax situs in a development or redevelopment district exceeds the base assessed value of such property in the development or redevelopment district. The current assessed value is the annual taxable assessed value of all real and tangible personal property, excluding personal motor vehicles, personal trailers, personal boats, personal campers, personal motor homes, personal ATVs and personal motorcycles, having a tax situs within a development or redevelopment district as shown upon the landbooks and personal property records of the county assessor. The base assessed value is the taxable assessed value of all real and tangible personal property, excluding personal motor vehicles, personal trailers, personal boats, personal campers, personal motor homes, personal ATVs and personal motorcycles, having a tax situs within a development or redevelopment district as shown upon the landbooks and personal property books of the assessor on the first day of July of the calendar year preceding the effective date of the order or ordinance creating and establishing the development or redevelopment district.

Each year, the county assessor (the assessor for Harrison County, West Virginia is referred to herein as the "County Assessor") provides to each levying body with the power to levy taxes on property within the development or redevelopment district notice of the base assessed value of the taxable property, the then current assessed value of that property, the incremental increase in assessed value of that property, and the tax increment associated with that property. The notice also explains that the tax increment amount, determined by multiplying the incremental increase in assessed value of that property by the regular levy rates on property in the project area or district ("tax increment revenues"; the tax increment revenues from the applicable TIF district are referred to herein as the "Tax Increment Revenues"), is paid into the tax increment financing fund for that project area or district.

Using the calculations by the county assessor, the county sheriff (the sheriff for Harrison County, West Virginia is referred to herein as the "County Sheriff") allocates the taxes on the taxable property included in the development or redevelopment district. The regular levy taxes on the lower of the current assessed value or base assessed value of the taxable property are distributed to the appropriate levying bodies. In each year in which there is a positive tax increment, the county sheriff collects and deposits the positive tax increment in the tax increment financing fund for the development or redevelopment district. The county sheriff also allocates payments in lieu of property taxes, if any, in the same manner as the tax increment revenues.

Funds in the tax increment financing fund may be invested in the same manner as other funds of the county commission or the municipality that established the fund.

In any year in which there are excess funds in the tax increment financing fund above what is needed to pay project costs and debt service on any tax increment financing obligations issued for a project, the county or municipality may, according to the procedures set out in its application for the development or redevelopment project area or district, decide to leave the money in the tax increment financing fund, use the money to pay for other projects within the development or redevelopment district, redeem bonds or redistribute the excess moneys to the levying bodies based on their proportionate share of the regular levy taxes collected on the base assessed value of property in the project area or district.

Revenue Report

MuniCap, Inc. ("MuniCap") prepared the summary of assessed values and tax rates for properties in the TIF District, which includes properties that are currently fully assessed and projects that are completed or under construction in the TIF District, entitled "The County Commission of Harrison County Development District No. 6 – North Central West Virginia Airport Revenue Report" and dated _____, 2026 (the "Revenue Report"), which is attached hereto as APPENDIX B. See "TAX INCREMENT REVENUE REPORT" herein.

THE REVENUE REPORT IS CONSIDERED AN INTEGRAL PART OF THIS OFFICIAL STATEMENT AND PROSPECTIVE INVESTORS SHOULD READ IT IN ITS ENTIRETY. SEE "TAX INCREMENT REVENUE REPORT" ATTACHED HERETO AS APPENDIX B. THE ISSUER, THE UNDERWRITER, AND THEIR RESPECTIVE COUNSEL MAKE NO REPRESENTATION AS TO THE ACCURACY OF THE REVENUE REPORT.

Bondholders' Risks

The purchase of the Series 2026 A Bonds involves significant investor risks. See "BONDHOLDERS' RISKS" herein for a discussion of certain risks that could affect payment to be made with respect to the Series 2026 A Bonds.

Limitations Concerning Information Contained Herein

This Official Statement contains brief descriptions of, among other things, the TIF District, the Series 2026 A Bonds, the security for the Series 2026 A Bonds, bondholders' risks and other information, together with summaries of certain provisions of the Series 2026 A Bonds. Such descriptions and information do not purport to be complete, comprehensive or definitive. All such descriptions are qualified in their entirety by reference to such documents.

HARRISON COUNTY, WEST VIRGINIA

Harrison County was created from Monongalia County, Virginia, in 1784. It was named after Benjamin Harrison—a signer of the Declaration of Independence. Located in the heart of North Central West Virginia, Harrison County's county seat is located in Clarksburg, West Virginia and is situated approximately 120 miles south of Pittsburgh, Pennsylvania and 230 miles west of Washington, D.C. Harrison County is bordered by Doddridge County to the west; Wetzel and Marion counties to the north; Taylor and Barbour counties to the east; and Upshur and Lewis counties to the south.

In total, Harrison County encompasses an area of approximately 418 square miles. Its leading industries are aerospace, healthcare, oil and gas, biometrics, and manufacturing. As of 2025, Harrison County had an estimated population of 64,221.

THE BENEDUM AIRPORT AUTHORITY AND THE NORTH CENTRAL WEST VIRGINIA AIRPORT

The Benedum Airport Authority (as previously defined, the "Airport Authority") is the public corporation created in 1960 by the County Commission and The County Commission of Marion County to administer and operate the North Central West Virginia Airport (the "Airport"). The Airport was first opened in 1935 and expanded in 1938. In 1944, the Airport was named Benedum Airport after Michael Late Benedum, a native of Bridgeport, West Virginia, and pioneer of the oil and gas industry in Western Pennsylvania and West Virginia in the late 19th and early 20th centuries. In 1960, the West Virginia Legislature authorized the creation of the Airport Authority and authorized the County Commission to convey the Airport property to the Airport Authority. As the Airport continued to grow, the runways were replaced and/or extended on several occasions, with an extension of the runway to 7,800 feet completed in 1999.

The current members of the board of the Airport Authority and their terms are as follows:

Name	Title	Term Expires
David Hinkle	President	
Ernie VanGilder	Vice President	
Richard Rock	Treasurer	
Dean Ramsey	Secretary	
Kris Cinalli	Member	
Bobby DeVaul	Member	
Roger Diaz	Member	
Michael J. Romano	Member	
Randy Kerns	Member	
Mike DeVault	Member	
Randy Elliot	Member	
Vacant	Member	

The Authority adopted a resolution on November 17, 2026, which, among other things, approved and authorized, as the case may be, the issuance of the Series 2026 A Bonds, the undertaking of the 2026 A Project and the entering of the Development Agreement with the County Commission.

The Airport is located in Bridgeport, West Virginia and primarily serves the communities of Bridgeport, Clarksburg, Fairmont, Morgantown, Weston, and the surrounding north-central region of West Virginia. The Airport is currently served by two commercial airlines: Allegiant and United Express. Allegiant offers year-round less-than-daily service to Orlando/Sanford, Florida as well as seasonal service to Tampa/St. Pete/Clearwater, Florida, Myrtle Beach, South Carolina and Destin-Fort Walton Beach, Florida. United Express offers global connectivity through daily flights to Chicago O'Hare and Washington Dulles airports. The Airport encompasses approximately 665 acres and is home to the longest commercial service runway in West Virginia at 7,800 feet. With a full ILS to Runway 21 and an Aircraft Rescue and Firefighting Index B, the Airport is fully capable of handling a wide variety of aviation needs.

The Airport is conveniently situated in the middle of the I-79 High Tech Corridor, providing easy access between Charleston and Morgantown in West Virginia, and Pittsburgh, Pennsylvania. As the Official Airport of West Virginia University Athletics, the Airport provides seamless travel for Mountaineer enthusiasts across the country. Coupled with reliable daily service to a large hub airport, year-round less-than-daily opportunities as well as seasonal flights, passenger numbers continue to climb.

The Airport's Aerotech Park complex has consistently grown over the years to include several commercial and industrial company tenants, which primarily provide aviation maintenance and related support services. These include such companies as Aurora Flight Sciences (advanced composite and metallic manufacturing, aviation and autonomous systems), EASW (full-service aviation maintenance), Engine Management Specialist (Pratt & Whitney turbo engine services), HQ Aero (aviation staffing support), KCI Aviation (aircraft maintenance, repair and overhaul services), Lockheed Martin (C-130 Hercules subassembly), MHIRJ (comprehensive maintenance, repair and overhaul services for CRJ Series aircraft, VSE Aviation (formerly known as Northstar Technologies, LLC; maintenance, repair, and overhaul services for commercial, cargo, business, and general aviation engines and components), and Pratt & Whitney Engine Services (maintenance, repair and overhaul center for Gulfstream G500 and G600 Series Aircraft). Additionally, the Airport includes educational training program facilities in connection with both Fairmont State University and Pierpont Community & Technical College, and also provides space to the Fixed Wing Army National Guard Aviation Training Site.

An economic impact study completed in 2019 by _____ found that the Airport generates a total annual economic impact of $1.1 billion dollars, creates over 1,480 full-time jobs, and would be the

sixth-largest employer in the region if it was a single employer. Tourism benefits from the Airport are estimated to be $5.6 million dollars annually.

The Airport property includes [70] acres that is ready to lease with full infrastructure and is runway accessible. This includes 40 acres of land in the AeroTech Park, 1 acre of land in the Benedum Logistics Park, and 8 acres of land in the Harrison Regional Industrial Park.

THE ISSUER

The County Commission governs the County and has three members, who are elected for six-year terms on a staggered two-year basis. The day-to-day activities of the County are managed by the County Administrator, who is appointed by the County Commission. Law enforcement and property tax collections are administered by an elected County Sheriff, and the valuation of property is performed and administered by an elected County Assessor.

The County Commission, under the TIF Act, has plenary power and authority to issue tax increment financing obligations to finance the costs of acquisition, construction and equipping of a project or projects included in a development or redevelopment plan approved by the Development Office, and enacted by the County Commission that are located within a development or redevelopment district or on land not in the district which contains infrastructure or other facilities which serve the district, which project costs may include, but are not limited to, (i) interest prior to and during the acquisition, construction and equipping of a project and for a reasonable time thereafter; (ii) such bond reserves as may be required; (iii) reimbursement of costs of any interim financing or cash expenditures entered on behalf of projects in the development or redevelopment district; and (iv) any and all other expenses incidental to planning, carrying out and financing the project.

THE TIF ACT HAS BEEN IN EXISTENCE IN THE STATE SINCE NOVEMBER 2002 AND HAS BEEN AMENDED A NUMBER OF TIMES SINCE ITS ENACTMENT. IT IS NOT POSSIBLE TO PREDICT WHETHER THE ACT MAY BE AMENDED IN THE FUTURE WHILE THE SERIES 2026 A BONDS ARE OUTSTANDING OR WHAT EFFECT, IF ANY, SUCH AMENDMENTS WOULD HAVE ON THE TAX INCREMENT REVENUES OR THE SERIES 2026 A BONDS.

The County Commission approved and entered the Bond Order on November 18, 2026. The Bond Order provides authorization for the issuance of the Series 2026 A Bonds to finance (i) repaying in full the 2025 WVEDA Loan; (ii) financing a portion of the costs of the design, acquisition, construction and equipping of the 2026 A Project; (iii) funding the Series 2026 A Bonds Reserve Fund to the Reserve Requirement; and (iv) paying costs of issuance of the Series 2026 A Bonds and related costs.

Financial Information

The audited financial statements of the County Commission for the fiscal year ending June 30, 2025 are attached hereto as APPENDIX C. The reader of these financial statements should note that the only financial resources of the County Commission that are available for the repayment of the Series 2026 A Bonds are the TIF Fund (excluding the PAYGO Revenues Subaccount therein, as described herein) and the funds and accounts established with the Trustee under the Indenture. The remaining funds and accounts described in the financial statements as well as the balances therein are not available for the repayment of the Series 2026 A Bonds.

The audit of the financial statements of the County Commission for the fiscal year ending June 30, 2025 received an adverse opinion on the financial statements as a whole from the auditor. It is the auditor's

opinion that such financial statements do not present fairly the financial position of Harrison County, West Virginia, as of June 30, 2025, or the changes in financial position thereof. The basis for such adverse opinion was as follows:

- Management has not properly implemented Governmental Accounting Standards Board (GASB) Statement No. 87, *Leases*. Accounting principles generally accepted in the United States of America require that a lessee recognize a lease liability and an intangible right-to-use asset, and a lessor recognize a lease receivable and a deferred inflow of resources. The amount by which this departure would affect the assets, liabilities, deferred inflows of resources, fund balance/net position, revenues, and expenditures/expenses of the governmental activities and the aggregate remaining fund information has not been determined.

- Management has not adopted a methodology for accurately maintaining taxes receivable and Community Enhancement District assessments receivable. Accordingly, taxes receivable, tax revenues, and Community Enhancement District assessments could not be properly audited. Accounting principles generally accepted in the United States of America require that adequate record be provided detailing receivables, which could change the assets, net position/fund balances, and revenues in the governmental activities, General Fund, Vital Services Excess Levy Fund, TIF Debt Service Fund, and the aggregate remaining fund information. The amount by which this departure could affect the assets, net position/fund balances, and revenues in the governmental activities, General Fund, Vital Services Excess Levy Fund, TIF Debt Service Fund, and the aggregate remaining fund information is not reasonably determinable.

- The financial statements of the Harrison County Development Authority have not been audited, and the auditor was not engaged to audit the Harrison County Development Authority financial statements as part of its audit of the County's basic financial statements. The Harrison County Development Authority financial activities are included in the County's basic financial statements as a part of the aggregate discretely presented component units and represent 42 percent, 34 percent, and 8 percent of the assets, net position, and revenues, respectively, of the County's aggregate discretely presented component units.

See "BONDHOLDERS' RISKS – Adverse Opinion on the Issuer's Audited Financial Statements" herein and "APPENDIX C – Audited Financial Statements for the Fiscal Year Ending June 30, 2025 of the County Commission of Harrison County, West Virginia" hereto.

THE TIF DISTRICT

The information in this section that is qualified as "planned," "anticipated," "projected," or "expected" is based upon current plans and information, is forward-looking, and involves certain assumptions and judgements regarding future events, which cannot be assured or guaranteed. The actual development of the TIF District will vary from the following information, and the variations may be material. See the discussion herein under the caption "FORWARD-LOOKING STATEMENTS."

Overview

The map below provides the boundaries of the TIF District.



On October 31, 2018, the County Commission approved and entered an order creating "The County Commission of Harrison County Development District No. 6 – North Central West Virginia Airport" (as previously defined herein, the "TIF District"). The TIF District is located in the County, and lies within the City of Bridgeport, West Virginia, and includes approximately 752 acres of contiguous real property located to the east of Interstate 79, generally between W. Va. Route 131 and US Route 50, and bisected by W. Va. Route 279 at or near the TIF District's northern boundary. The TIF District is located in the 16th (Bridgeport) property tax district of Harrison County and includes real property and improvements constituting the Airport and surrounding properties. The TIF District terminates on October 31, 2048 (as

previously defined, the "Termination Date"). See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 A BONDS – Termination Date of TIF District" herein.

The TIF District is comprised of ___ real and personal property tax accounts as of tax year 2025. The TIF District includes the real property and improvements constituting the Airport and surrounding properties. Most of the real property in the TIF District is owned by the Airport Authority, the United States, the City of Bridgeport, and other entities exempt from property taxes. As a result, business personal property, particularly buildings that tenants construct on land owned by the Airport Authority, accounts for 89.7% of the TIF District's assessed value.

The Base Assessed Value of the real and personal property, excluding the Items Excluded by the Act, within the TIF District is $38,283,901, and the current assessed value for tax year 2026 of the real and personal property, excluding the Items Excluded by the Act, within the TIF District is $132,112,710.

An existing pay-go arrangement relating to the TIF District, and the existing and certain proposed development within the TIF District is described below.

The Pratt & Whitney PAYGO Agreement

Pursuant to the TIF Act and a resolution adopted by the Issuer on November 12, 2019, the County Commission and Pratt & Whitney Engine Services, Inc. ("Pratt & Whitney") entered into a Pay-As-You-Go Tax Increment Revenue Agreement, dated March 4, 2020 (the "PAYGO Agreement"), pursuant to which Pratt & Whitney may submit requisitions each September 1 through September 1, 2037, for an amount equal to the tax increment revenues associated with certain of Pratt & Whitney's facilities deposited into the TIF Fund through the conclusion of the tax year ending June 30, 2037, in order to assist with financing of a portion of certain improvements to Pratt & Whitney's facilities. Only the tax increment revenues associated with personal property tax account no. 03074698 deposited by the Sheriff of Harrison County into the TIF Fund through June 30, 2037 are available to be requisitioned by Pratt & Whitney pursuant to the PAYGO Agreement (the "PAYGO Revenues"). The County Commission is obligated to make payment of the PAYGO Revenues to Pratt & Whitney by October 1 of each year in which Pratt & Whitney has submitted a requisition through and including October 1, 2037. The PAYGO Revenues are deposited into the PAYGO Revenues Subaccount, which is a segregated subaccount of the TIF Fund specifically excluded from the lien of the Indenture. **THE PAYGO REVENUES ARE NOT AVAILABLE FOR REPAYMENT OF THE SERIES 2026 A BONDS AND ARE NOT SUBJECT TO THE LIEN OF THE INDENTURE.**

Existing Development within the TIF District

The principal taxpayers in the TIF District include Pratt & Whitney, Aurora Flight Sciences, and MHI RJ Aviation, Inc., which together account for 89.9% of the TIF District's assessed value. Pratt & Whitney alone accounts for 72.0% of the TIF District's assessed value.

The following provides information regarding the activities of the principal taxpayers in the TIF District:

- **Pratt & Whitney:** a maintenance, repair, and overhaul center for engines on Gulfstream G500 and G600 series aircraft and for military trainer aircraft, in a facility of approximately 201,688 square feet at the Airport since 1971.

- **Aurora Flight Sciences:** a Boeing company engaged in advanced composite and metallic manufacturing and aviation and autonomous systems, employing approximately 250 people on a campus of approximately 227,000 square feet.

- **MHI RJ Aviation, Inc.:** comprehensive maintenance, repair, and overhaul services for CRJ series aircraft, including two hangars totaling more than 100,000 square feet built as part of an expansion announced in 2021.

- **Lockheed Martin:** subassembly work for the C-130 Hercules aircraft.

- **VSE Aviation:** formerly NorthStar Technologies, providing maintenance, repair, and overhaul services for commercial, cargo, business, and general aviation engines and components.

- **KCI Aviation:** aircraft maintenance, repair, and overhaul services, including on-aircraft engine support under a Pratt & Whitney preferred service provider contract.

- **Other tenants:** EASW, Engine Management Specialist, and HQ Aero.

Below is a chart providing the duration of the leases of the current tenants of the Airport which are, or are anticipated to be, a source of material Tax Increment Revenues in the TIF District:

[Insert lease table]

In 2025, the Airport Authority completed its Terminal Facilities project, which included a new airport terminal, parking area and related buildings and facilities.

Future Development

Future development includes a $16 million aircraft and maintenance facility that KCI Aviation is constructing next to the Airport's new Terminal Facilities, on land leased from the Airport Authority (the "KCI Facility"), which is expected to have the following components:

1. Phase 1 includes an approximately 30,000 square foot maintenance hangar that was completed in _____, 2026; and
2. Phase 2 includes approximately 50,000 square feet of additional workspace that is anticipated to be completed in _____, 2027.

The Airport property also includes [70] acres that is ready to lease with full infrastructure and is runway accessible. This includes 40 acres of land in the AeroTech Park, 1 acre of land in the Benedum Logistics Park, and 8 acres of land in the Harrison Regional Industrial Park.

PLAN OF FINANCE AND SOURCES AND USES OF FUNDS

The Series 2026 A Bonds are being issued for the purposes of (i) repaying in full the 2025 WVEDA Loan; (ii) paying a portion of the costs of the design, acquisition, construction and equipping of the 2026 A Project; (iii) funding the Series 2026 A Bonds Reserve Fund to the Reserve Requirement; and (iv) paying costs of issuance of the Series 2026 A Bonds and related costs.

The following table shows the sources and uses of funds relating to the Series 2026 A Bonds.

Sources of Funds:	
Par Amount	$_____.00*
[Net] Original Issue [Premium][Discount]	
Total Sources of Funds:	$
Uses of Funds:	
Series 2026 A Bonds Project Fund	$
Payoff 2025 WVEDA Loan	
Series 2026 A Bonds Reserve Fund	
Series 2026 A Bonds Costs of Issuance Fund**	
Total Uses of Funds:	$

* Preliminary, subject to change.

** Includes fees and expenses of Bond Counsel, counsel to the Issuer, counsel to the Underwriter, Trustee, counsel to Trustee, Underwriter's discount, fees and expenses of MuniCap, and printing costs and other miscellaneous expenses associated with issuance of the Series 2026 A Bonds.

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DEBT SERVICE REQUIREMENTS FOR THE SERIES 2026 A BONDS

The following table sets forth the preliminary debt service requirements on the Series 2026 A Bonds.

[ADD TABLE]

THE SERIES 2026 A BONDS

The following is a summary of certain terms and provisions of the Series 2026 A Bonds and of the Indenture. Reference is hereby made to the Series 2026 A Bonds and the provisions with respect to the Series 2026 A Bonds in the Indenture for the detailed terms and provisions thereof. Certain terms used within this section are defined in "APPENDIX A – FORM OF INDENTURE OF TRUST".

General

The Series 2026 A Bonds are being issued pursuant to and in compliance with the statutes of the State, including particularly the Act. The Series 2026 A Bonds will be issuable as fully registered bonds, without coupons, in denominations of $5,000 and integral multiples thereof (the "Authorized Denominations"). The Series 2026 A Bonds will be dated the date of delivery.

The Series 2026 A Bonds shall become due in the amounts of the stated maturities, subject to redemption and payment prior to their stated maturities, and shall bear interest at the rates, set forth on the inside cover of this Official Statement (computed on the basis of a 360-day year of twelve 30-day months). With respect to the Series 2026 A Bonds, interest payment dates shall be June 1 and December 1 of each year, commencing June 1, 2027.

The Series 2026 A Bonds, when issued, will be registered in the name of Cede & Co., as nominee for DTC. While the Series 2026 A Bonds are in the book-entry-only system payment of the principal and interest on each Series 2026 A Bond as of each Record Date will be made, and notices and other communications to Bondholders will be given, directly to DTC or its nominee, Cede & Co., by the Trustee. In the event the Series 2026 A Bonds are not in a book-entry-only system, payment of the principal of, redemption premium, if any, and interest on the Series 2026 A Bonds will be made and such notices and communications will be given as described in the Indenture. See "THE SERIES 2026 A BONDS – Book-Entry-Only System."

THE SERIES 2026 A BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE ISSUER, PAYABLE SOLELY FROM AND SECURED SOLELY BY THE REVENUES, AS DEFINED IN THE INDENTURE. THE SERIES 2026 A BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION OF THE ISSUER, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF AND DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE ISSUER, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED OR OBLIGATED TO THE PAYMENT OF THE SERIES 2026 A BONDS.

Redemption

Optional Redemption of Series 2026 A Bonds.

The Series 2026 A Bonds are subject to optional redemption prior to their stated maturity on and after June 1, 20__, at the option of the Issuer, as a whole, or in part, at any time, at a Redemption Price equal to 100% of the principal amount thereof then being redeemed, plus interest thereon to the date set for redemption.

Mandatory Sinking Fund Redemption of Series 2026 A Bonds.

The Series 2026 A Bonds maturing June 1, 20__ and June 1, 20__ are subject to mandatory redemption prior to maturity on June 1 of each year as set forth below (each, a "Mandatory Redemption Date") from Sinking Fund Installments, at a redemption price of 100% of the principal amount redeemed, plus interest accrued to the applicable Mandatory Redemption Date in the principal amounts set forth below:

Series 2026 A Bonds Maturing June 1, 20__

Year	Principal Amount
	$
	$
	$
	$
*	$

*Final Maturity

Series 2026 A Bonds Maturing June 1, 20__

Year	Principal Amount
	$
	$
	$
	$
*	$

*Final Maturity

The aggregate amount of the Revenues which are to be transferred by the Trustee to the Series 2026 A Bonds Redemption Account of the Series 2026 A Bonds Debt Service Fund prior to each Mandatory Redemption Date must include amounts sufficient to redeem on the next succeeding Mandatory Redemption Date the principal amount of Series 2026 A Bonds required to be redeemed on such Mandatory Redemption Date (less the amount of any applicable credit described below).

The Issuer has the option to deliver to the Registrar for cancellation Series 2026 A Bonds acquired in any manner whatsoever in any aggregate principal amount and to receive a credit against the then current Sinking Fund Installment (and corresponding mandatory redemption obligation) of the Issuer with respect to the Series 2026 A Bonds. That option must be exercised by the Issuer on or before the 45th day preceding the applicable Mandatory Redemption Date, by furnishing the Trustee a certificate, executed by the Authorized Officer, setting forth the extent of the credit to be applied with respect to the then current Sinking Fund Installment (and corresponding mandatory redemption obligation). A credit against the then current Sinking Fund Installment (and corresponding mandatory redemption obligation) also must be received by the Issuer for any Series 2026 A Bonds that have been purchased for cancellation or redeemed (other than from moneys on deposit in the Series 2026 A Bonds Reserve Fund) other than through the operation of the Sinking Fund Installments.

Each Series 2026 A Bond so delivered, redeemed previously or purchased and canceled must be credited by the Trustee at 100% of the principal amount thereof against the then current Sinking Fund Installment. Any excess of that amount over the then current Sinking Fund Installment with respect to the Series 2026 A Bonds will be credited against subsequent Sinking Fund Installments with respect to the Series 2026 A Bonds in the order directed by the Issuer.

Extraordinary Mandatory Redemption from Series 2026 A Bonds Project Fund.

The Series 2026 A Bonds are subject to extraordinary mandatory redemption and payment prior to maturity at the option of the Issuer at a Redemption Price equal to 100% of the principal amount thereof then being redeemed, with no redemption premium or penalty, plus accrued interest from any funds remaining on deposit in the Series 2026 A Bonds Project Fund on the earlier of either (i) the date on which the Certificate of Completion is filed with the Issuer, or (ii) the date which is three (3) years from the Date of Issue of the Series 2026 A Bonds, which funds have been transferred to the Series 2026 A Bonds Redemption Account within the Series 2026 A Bonds Debt Service Fund pursuant to the Indenture.

Purchase in Lieu of Redemption.

In lieu of redeeming the Series 2026 A Bonds, the Trustee shall, at the written direction of the Issuer use funds otherwise available for redemption of the Series 2026 A Bonds to purchase Series 2026 A Bonds in the open market within seven (7) days prior to the redemption date then applicable at a price less than and not exceeding the Redemption Price then applicable. Any Series 2026 A Bonds so purchased in lieu of redemption shall be delivered to the Trustee for cancellation and shall be cancelled. If such purchase cannot be made within the constraints of timing and/or price, the written direction of the Issuer shall be null and void with no liability on the part of the Trustee. In the case of any optional redemption or purchase and cancellation of Series 2026 A Bonds, the Issuer shall receive credit against its Sinking Fund Installment with respect to the Series 2026 A Bonds of the maturity redeemed or purchased by lot as selected by the Trustee; provided, however, that following such reduction each such Sinking Fund Installment payment is made in an Authorized Denomination.

Notice of Redemption.

The Issuer shall give notice to the Trustee of its intent to exercise an optional redemption at least 45 days prior to the redemption date of any Series 2026 A Bonds, or such fewer number of days as shall be acceptable to the Trustee. Upon receipt of such notice, the Trustee shall give notice in the name of the Issuer of its election to redeem such Series 2026 A Bonds. All official notices of redemption shall be dated and shall state:

(1) the redemption date;

(2) the Redemption Price;

(3) the principal amount of Series 2026 A Bonds to be redeemed and, if less than all Series 2026 A Bonds of a maturity are to be redeemed, the identification numbers (and, in the case of partial redemption, the respective principal amounts and maturity dates) of the Series 2026 A Bonds to be redeemed;

(4) that on the redemption date the redemption price will become due and payable upon each such Series 2026 A Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and

(5) the place where the Series 2026 A Bonds to be redeemed are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Trustee or other Paying Agent.

The failure of any owner of the Series 2026 A Bonds to receive notice given as provided in the Indenture, or any defect therein, shall not affect the validity of any proceedings for the redemption of any

Bonds. Any notice mailed as provided in the Indenture shall be conclusively presumed to have been duly given and shall become effective upon mailing, whether or not any owner receives such notice.

The notice will be given by the Trustee on behalf of the Issuer by mailing a copy of the official redemption notice to each Registered Owner by first class mail or transmission via Electronic Means at least 30 days and not more than 60 days prior to the redemption date, to the owner of each Series 2026 A Bond subject to redemption in whole or in part at the owner's address shown on the Bond Register; provided, however, that with respect to an extraordinary mandatory redemption of Series 2026 A Bonds in part pursuant to the Indenture, the period shall be not less than 10 days nor more than 30 days prior to the redemption date. In addition, further notice shall be given by the Trustee on behalf of the Issuer at least 2 days before the date of mailing of such notice to the Registered Owners by registered or certified mail, overnight delivery service, facsimile transmission, or Electronic Means, including any electronic method which, in the sole opinion of the Trustee, shall be commonly used in the municipal securities industry and shall be acceptable to The Depository Trust Company, to one or more information repositories which have been designated to receive continuing disclosure filings by the Municipal Securities Rulemaking Board (including, if applicable, the EMMA system maintained by the Municipal Securities Rulemaking Board).

If at the time of mailing of any notice of redemption the Issuer shall not have deposited with the Trustee moneys sufficient to redeem all the Series 2026 A Bonds called for redemption, such notice shall state that it is subject to the deposit of such moneys with the Trustee not later than the opening of business on the redemption date and such redemption notice and redemption shall be of no effect unless such moneys are so deposited. If such moneys are not deposited by such date and time, the Trustee promptly shall notify the Registered Owners of all Series 2026 A Bonds called for redemption of such fact. Such failure to redeem shall not constitute an Event of Default under the Indenture.

Payment of Redeemed Series 2026 A Bonds.

Notice of redemption having been given as aforesaid, the Series 2026 A Bonds so to be redeemed shall, on the redemption date set therefor, become due and payable at the Redemption Price therein specified and from and after such date (unless the Issuer shall default in the payment of the Redemption Price or unless a condition described in a conditional redemption notice was not met) such Series 2026 A Bonds shall cease to bear interest. Upon surrender of any such Series 2026 A Bond for redemption in accordance with said notice, such Series 2026 A Bond shall be paid by the Trustee at the Redemption Price. Installments of interest with a due date on or prior to the redemption date shall be payable to the Registered Owners on the relevant Record Dates according to the terms of such Series 2026 A Bonds.

Payment and Discharge

The Series 2026 A Bonds will be deemed to be paid and discharged and no longer Outstanding under the Indenture and will cease to be entitled to any lien, benefit or security of the Indenture if the Issuer shall pay or provide for the payment of such Series 2026 A Bonds in any one or more of the following ways:

(a) by paying or causing to be paid the principal of and redemption premium, if any, and interest on such Series 2026 A Bonds, as and when the same become due and payable;

(b) by delivering such Series 2026 A Bonds to the Trustee for cancellation; or

(c) by depositing in trust with the Trustee or other Paying Agent moneys and/or Defeasance Obligations in an amount, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, sufficient to pay or redeem (when redeemable) and discharge the indebtedness

on such Series 2026 A Bonds at or before their respective maturity or redemption dates (including the payment of the principal of and redemption premium, if any, and interest on such Series 2026 A Bonds to the maturity or redemption date thereof); provided that, if any such Series 2026 A Bonds are to be redeemed prior to the maturity thereof, notice of such redemption is given in accordance with the requirements of the Indenture or provision satisfactory to the Trustee is made for the giving of such notice.

Book-Entry-Only System

General.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Series 2026 A Bonds. Initially, the Series 2026 A Bonds will be issued as fully-registered bonds in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2026 A Bond certificate will be issued for each maturity of each series of the Series 2026 A Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC. The following discussion will not apply to any Series 2026 A Bonds issued in certificate form due to the discontinuance of the DTC Book-Entry-Only System, as described below.

So long as Cede & Co., as nominee of DTC, is the registered owner of the Series 2026 A Bonds, the Beneficial Owners of the Series 2026 A Bonds will not receive or have the right to receive physical delivery of the Series 2026 A Bonds, and references herein to the Bondholders or registered owners of the Series 2026 A Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners of the Series 2026 A Bonds. During such period, the Trustee and the Issuer will recognize DTC or its partnership nominee as the owner of all of the Series 2026 A Bonds for all purposes, including the payment of the principal of, the redemption premium, if any, and interest on the Series 2026 A Bonds, as well as the giving of notices and voting.

DTC and its Participants.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of bond certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation, and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities, brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchase of Ownership Interests.

Purchases of Series 2026 A Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2026 A Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2026 A Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2026 A Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2026 A Bonds, except in the event that use of the book-entry system for the Series 2026 A Bonds is discontinued.

Transfers.

To facilitate subsequent transfers, all Series 2026 A Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2026 A Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2026 A Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2026 A Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Notices.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Voting.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2026 A Bonds unless authorized by a Direct Participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2026 A Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments of Principal and Interest.

Payments of principal of and interest on the Series 2026 A Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from the Issuer or the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time.

Payment of principal and interest on the Series 2026 A Bonds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

Discontinuation of Book-Entry System.

DTC may discontinue providing its services as securities depository with respect to the Series 2026 A Bonds at any time by giving notice to the Issuer or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2026 A Bond certificates are required to be printed and delivered. The use of the system of book-entry transfers through DTC (or a successor securities depository) may be discontinued as described in the Indenture. In that event, Series 2026 A Bond certificates will be printed and delivered to Beneficial Owners.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Issuer and the Underwriter believe to be reliable, but the Issuer and the Underwriter take no responsibility for the accuracy thereof and neither the DTC Direct Participants, the Indirect Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters but should instead confirm the same with Direct Participants or Indirect Participants, as the case may be.

None of the Issuer, the Underwriter or the Trustee will have any responsibility or obligations to any Direct Participants or Indirect Participants or the persons for whom they act with respect to (i) the accuracy of any records maintained by DTC or any such Direct Participant or Indirect Participant; (ii) the payment by any Direct Participant or Indirect Participant of any amount due to any Beneficial Owner in respect of principal of and interest on the Series 2026 A Bonds; (iii) the delivery by any such Direct Participant or Indirect Participant of any notice to any Beneficial Owner that is required or permitted under the terms of the Indenture to be given to Bondholders; (iv) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Series 2026 A Bonds; or (v) any consent given or other action taken by DTC as Bondholder.

Registration, Transfer and Exchange

Any Series 2026 A Bond may be transferred or exchanged only upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Trustee, as Bond Registrar, duly executed by the Bondholder thereof or his attorney or legal representative duly authorized in writing. Upon any such transfer, the Issuer shall execute, and the Trustee shall authenticate and deliver in exchange for such Series 2026 A Bond, a new fully registered Series 2026 A Bond or Bonds of the same series, registered in the name of the transferee, of any Authorized Denomination.

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 A BONDS

General

The Series 2026 A Bonds are special, limited obligations of the Issuer, payable solely from the Tax Increment Revenues (excluding the PAYGO Revenues) and the earnings on the Series 2026 A Bonds Project Fund, the Series 2026 A Bonds Reserve Fund, the TIF District Administrative Expense Fund and the TIF District Revenue Fund maintained under the Indenture (collectively, the "Revenues"). THE SERIES 2026 A BONDS SHALL NOT CONSTITUTE A GENERAL OBLIGATION DEBT OF THE ISSUER OR PLEDGE OF THE ISSUER'S FULL FAITH AND CREDIT OR TAXING POWER. THE

REVENUES WILL BE THE ONLY REVENUE SOURCE FOR REPAYMENT OF THE SERIES 2026 A BONDS.

TIF District Revenue Fund

All Tax Increment Revenues generated in the TIF District other than the PAYGO Revenues shall be deposited upon receipt by the County Sheriff into the TIF Fund. All of the Tax Increment Revenues deposited into the TIF Fund (excluding the PAYGO Revenues) shall be transferred by the Chief Financial Officer of the Issuer on or before the tenth day of each month (or as soon thereafter as practical) to the Trustee for deposit into the TIF District Revenue Fund. Pursuant to the PAYGO Agreement, all of the PAYGO Revenues shall be deposited into the PAYGO Revenues Subaccount of the TIF Fund and shall not be subject to transfer to the TIF District Revenue Fund, as set forth in Indenture.

Following delivery of the Series 2026 A Bonds, (i) on or before each Interest Payment Date, (ii) on or before each Mandatory Redemption Date in which a Sinking Fund Installment is due and payable on the Series 2026 A Bonds pursuant to the Indenture, (iii) on or before the stated maturity date of the Series 2026 A Bonds, and (iv) on any other date required for the payment of any other obligations relating to the TIF District, the Trustee shall withdraw from the TIF District Revenue Fund and transfer the following amounts to the following funds in the following order of priority:

(i) To the Series 2026 A Bonds Rebate Fund and to the applicable rebate fund established for any Additional Bonds, any amounts required to be transferred thereto pursuant to the Indenture;

(ii) To the TIF District Administrative Expense Fund, such amounts as are requisitioned from time to time by the Issuer for the purposes of paying the Administrative Expenses of the TIF District;

(iii) To the Series 2026 A Bonds Debt Service Fund and to the applicable debt service fund for any Additional Bonds, the amount necessary, taking into account any available amounts then on deposit in such applicable funds or sub-accounts thereof which are available to pay interest on the Series 2026 A Bonds and such Additional Bonds, to make the amount in the Series 2026 A Bonds Debt Service Fund and the applicable debt service fund for such Additional Bonds equal to the interest coming due on the Series 2026 A Bonds and such Additional Bonds during the current Bond Year;

(iv) To the Series 2026 A Bonds Debt Service Fund and to the applicable debt service fund for any Additional Bonds, the amounts necessary, taking into account any available amounts then on deposit in such applicable funds or sub-accounts thereof, to make the amount in (a) the Series 2026 A Bonds Redemption Account and the applicable redemption account for such Additional Bonds equal to the mandatory Sinking Fund Installment which is due and payable on the Series 2026 A Bonds on the immediately succeeding Mandatory Redemption Date pursuant to the Indenture, and (b) the Series 2026 A Bonds Debt Service Fund and the applicable debt service fund for such Additional Bonds, on a maturity date of the Series 2026 A Bonds or such Additional Bonds, equal to the remaining principal amount of the Series 2026 A Bonds or such Additional Bonds which has not theretofore been repaid pursuant to optional redemption or mandatory redemption or otherwise, together with all interest on the Series 2026 A Bonds and such Additional Bonds which has accrued and then remains due and payable; and

(v) To the Series 2026 A Bonds Reserve Fund any amounts required to be transferred thereto pursuant to Section 4.05 of the Indenture in order to restore such Fund to the Reserve

Requirement therefore and to the applicable reserve fund for any Additional Bonds any amounts required by the applicable provisions of a Supplemental Indenture to be transferred to a reserve fund for Additional Bonds.

Any funds remaining in the TIF District Revenue Fund following the transfers set forth and described above or required by any Supplemental Indenture to pay principal of or interest on any Additional Bonds or Subordinate Bonds then Outstanding shall be deemed "Surplus TIF Revenues" hereunder. Surplus TIF Revenues will be disbursed by the Trustee to the Issuer, or to another party identified by the Issuer, upon written request of the Issuer for application to the payment or reimbursement of costs contemplated by the Project Plan or any approved modification or amendment thereof.

If the Trustee shall have transferred moneys from the Series 2026 A Bonds Reserve Fund pursuant to the Indenture, or shall have transferred moneys from the applicable reserve fund or funds for any Additional Bonds pursuant to a Supplemental Indenture, the Series 2026 A Bonds Reserve Fund and/or the applicable reserve fund or funds for any such Additional Bonds shall be replenished pro-rata based upon the principal amount of each Series of Bonds then Outstanding from amounts on deposit in the TIF District Revenue Fund in the ordinary course pursuant to the flow of funds in the TIF District Revenue Fund as provided in the Indenture and any applicable Supplemental Indenture.

Series 2026 A Bonds Project Fund

The Airport Authority shall, so long as funds remain on deposit in the Series 2026 A Bonds Project Fund, no more frequently than monthly, unless permitted more frequently by the Issuer, prepare Project Cost Requisitions for the payment of the Costs of the Project as the same are incurred, which Project Cost Requisitions shall be in the form of Exhibit B attached to the Indenture, and submit the same to the Issuer for approval. Any request for information reasonably deemed necessary by the Issuer to approve a payment request for the Costs of the Project shall be made within seven (7) days of receipt of such Project Cost Requisition by the Issuer from the Airport Authority. Upon receiving a Project Cost Requisition which has been duly executed by the Airport Authority, and which contains supporting invoices and/or statements, or other similar supporting information, for payments requested, including proof of payment if the Airport Authority is seeking reimbursement for invoices and/or statements previously paid, and upon receipt of any additional information reasonably deemed necessary by the Issuer, the Issuer shall consider such Requisition for approval at its next succeeding meeting in which such item can be legally placed on the agenda of the Issuer for such meeting.

The Issuer agrees that approval of a Project Cost Requisition shall not be withheld by the Issuer as long as such Project Cost Requisition is consistent with the Project Plan and the requirements of the Development Agreement, is supported by satisfactory invoices and/or statements, as well as proof of prior payment of the same in the case of requested reimbursement, which have been submitted therewith, requests payment or reimbursement of Costs of the Project then due and owing and not theretofore paid and/or reimbursed, and such costs are otherwise allowable expenditures under the TIF Act, the Project Plan and the Indenture. If a dispute arises regarding payment of any Project Cost Requisition, the Airport Authority and Issuer agree to meet and confer within five (5) Business Days in an effort to resolve such dispute as expeditiously as possible.

If the Issuer has approved a Project Cost Requisition, the Issuer shall then submit such Requisition to the Trustee for the payment or reimbursement of the Costs of the Project within two (2) Business Days of such approval. Upon receiving a Project Cost Requisition which has been duly prepared and executed by the Airport Authority and which has been executed by the Issuer, and which has all supporting information attached thereto, the Trustee shall thereupon, within two (2) Business Days disburse funds from the Series 2026 A Bonds Project Fund to the parties and in the amounts indicated in the Requisition.

Any funds remaining in the Series 2026 A Bonds Project Fund on the earlier of (i) the date on which the Certificate of Completion is filed with the Issuer, the Trustee and the Airport Authority; or (ii) the date which is three (3) years from the Date of Issue of the Series 2026 A Bonds shall be transferred by the Trustee to the Series 2026 A Bonds Debt Service Fund and applied by the Trustee as directed pursuant to an Officer's Certificate of the Issuer to either the payment of scheduled debt service on the Series 2026 A Bonds as the same becomes due and payable or the redemption of principal of the Series 2026 A Bonds by depositing such funds into the Series 2026 A Bonds Redemption Account pursuant to Section 3.04 of the Indenture.

Series 2026 A Bonds Reserve Fund

As additional security for the Series 2026 A Bonds, the Series 2026 A Bonds Reserve Fund will be established under the Indenture and funded with Series 2026 A Bond proceeds in the amount of the Reserve Requirement, which shall be the least of (a) 10% of the stated principal amount of the Series 2026 A Bonds, (b) the Maximum Annual Debt Service on the Series 2026 A Bonds, or (c) 125% of the average Annual Debt Service on the Series 2026 A Bonds.

If on any Interest Payment Date or any date on which the principal amount of any Series 2026 A Bond becomes due by mandatory sinking fund redemption, maturity or otherwise, the amount credited to the Series 2026 A Bonds Debt Service Fund or the amount on deposit in the Series 2026 A Bonds Redemption Account and available to pay a mandatory Sinking Fund Installment of the Series 2026 A Bonds on any Mandatory Redemption Date shall be less than the amount of the principal of and the interest on the Series 2026 A Bonds due on such date or subject to mandatory sinking fund redemption, the Trustee forthwith shall transfer moneys from the Series 2026 A Bonds Reserve Fund to the Series 2026 A Bonds Debt Service Fund or to the Series 2026 A Bonds Redemption Account in the case of mandatory sinking fund redemption, to the extent necessary to make good any deficiency.

If at any time the balance of funds on deposit in the Series 2026 A Bonds Reserve Fund shall be less than the Reserve Requirement such deficiency shall be restored pursuant to the transfer of Tax Increment Revenues from the TIF District Revenue Fund into the Series 2026 A Bonds Reserve Fund as provided in the Indenture.

Whenever the balance in the Series 2026 A Bonds Reserve Fund equals or exceeds the amount required to redeem or pay all Outstanding Series 2026 A Bonds secured thereby, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, upon the written direction of the Issuer, the Trustee shall transfer the amount in such Series 2026 A Bonds Reserve Fund to the Series 2026 A Bonds Redemption Account of the Series 2026 A Bonds Debt Service Fund and thereupon apply the same to the repayment and redemption of the Series 2026 A Bonds after providing notice of such redemption as specified in the Indenture. In the event that the amount to be transferred exceeds the amount required to pay and redeem the Outstanding Series 2026 A Bonds secured thereby, the amount of the excess shall be transferred to the Issuer and may be used for any lawful purpose permitted by the Act, in either case free and clear of the lien of the Indenture.

For a further description of the Series 2026 A Bonds Reserve Fund, see "APPENDIX A – FORM OF INDENTURE OF TRUST".

Other Accounts Created under the Indenture

For a description of other accounts created under the Indenture, including the Series 2026 A Bonds Debt Service Fund, the TIF District Administrative Expense Fund, the 2025 WVEDA Loan Prepayment

Fund, the Series 2026 A Bonds Costs of Issuance Fund, and the Series 2026 A Bonds Rebate Fund, see "APPENDIX A – FORM OF INDENTURE OF TRUST".

Special, Limited Obligations; Sources of Payment

General. The Series 2026 A Bonds and the interest thereon are special, limited obligations of the Issuer, payable solely from the Revenues, including the Tax Increment Revenues (excluding the PAYGO Revenues), and certain moneys and securities held under the Indenture, including amounts in the TIF District Revenue Fund, the Series 2026 A Bonds Reserve Fund and interest earnings thereon, the Series 2026 A Bonds Debt Service Fund, and the TIF Fund (excluding the PAYGO Revenues Subaccount therein), each such fund assigned and pledged to the Trustee except for moneys and securities held in the 2025 WVEDA Loan Prepayment Fund, Series 2026 A Bonds Costs of Issuance Fund, the TIF District Administrative Expense Fund, and the Series 2026 A Bonds Rebate Fund.

Tax Increment Revenues with Respect to the TIF District. Under the TIF Act, holders of the Series 2026 A Bonds have a lien against the TIF Fund (excluding the PAYGO Revenues Subaccount therein) for payment of the Series 2026 A Bonds and interest thereon. HOLDERS OF THE SERIES 2026 A BONDS DO NOT HAVE A LIEN ON THE PROPERTY OR THE PROPERTY TAXES FROM WHICH THE TAX INCREMENT REVENUES ARE DERIVED.

Pursuant to Chapter 11A, Article 1 of the Code of West Virginia, 1931, as amended, the real property taxes assessed on property located in the TIF District that are due and owing will constitute a lien against such property, which may be foreclosed upon by the Sheriff of the County (but not by the Trustee) in the event of non-payment. The lien relating to real property taxes on the applicable portion of the property located in the TIF District will have first priority over any mortgage on the applicable portion of the property located in the TIF District and a parity lien with other assessments against the property located in the TIF District. The County Commission, the Sheriff and the State Auditor (the "Auditor") are required to take all actions available to collect delinquent real and tangible personal property taxes levied on the applicable portion of the property located in the TIF District and, with respect to real property, to cause the lien securing the applicable portion of the real property located in the TIF District to be enforced through prompt and timely foreclosure proceedings, including, but not necessarily limited to, filing and prosecution of mandamus or other appropriate proceedings to induce institution of such prompt and timely foreclosure proceedings. THE SERIES 2026 A BONDS ARE NOT SECURED BY A MORTGAGE OR OTHER SECURITY INSTRUMENT ON ALL OR ANY OF THE PROPERTY LOCATED IN THE TIF DISTRICT. See "TAX INCREMENT FINANCING IN WEST VIRGINIA AND COLLECTION OF TAX INCREMENT REVENUES" herein.

THE SERIES 2026 A BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE ISSUER, PAYABLE SOLELY FROM THE REVENUES AS DEFINED IN THE INDENTURE. THE SERIES 2026 A BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION OF THE ISSUER, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF AND DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE ISSUER, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED OR OBLIGATED TO THE PAYMENT OF THE SERIES 2026 A BONDS.

Additional Bonds and Subordinate Bonds

Issuance of Additional Bonds.

A. In addition to the Series 2026 A Bonds, the Issuer may issue from time to time Additional Bonds under and secured by the Indenture, subject to the further provisions of the Indenture, (i) to refund any Outstanding Bonds or Subordinate Bonds; (ii) to obtain funds necessary to finance or refinance the acquisition or construction of any Additional Projects; (iii) to obtain funds necessary to finance or refinance the completion of the acquisition or construction of the 2026 A Project or any Additional Projects; or (iv) to resolve claims or pay judgments impacting the TIF District. The issuance of Additional Bonds shall be authorized by a Supplemental Indenture, which shall specify all matters required to be provided in the Indenture. "Additional Bonds" means any Bonds issued by the Issuer pursuant to the Indenture which have a shared first priority lien upon the Tax Increment Revenues of the TIF District (excluding the PAYGO Revenues), the TIF Fund (excluding the PAYGO Revenues Subaccount therein) and the TIF District Revenue Fund with the pledge and lien thereon which is created by the Indenture in favor of the Series 2026 A Bonds and any Additional Bonds.

B. Prior to issuing Additional Bonds for the purpose of refunding any Outstanding Bonds for debt service savings, the Issuer shall deliver to the Trustee a certificate of the Issuer to the effect that the refunding will not result in an increase in the debt service requirement on the Bonds in any Bond Year. The Issuer may also issue Additional Bonds to refund any Outstanding Bonds when debt service savings are not being achieved in order to eliminate or amend covenants or structural impediments which are inhibiting the efficient development of the TIF District.

C. Prior to issuing Additional Bonds for any purpose other than refunding any Outstanding Bonds for debt service savings, the Trustee shall receive a certificate of the underwriter or placement agent, as applicable, for the Additional Bonds proposed to be issued confirming that:

(i) the projected Tax Increment Revenues that will be available for each future Bond Year based on the estimated Tax Increment Revenues using the most recent certified assessed values of the property in the TIF District, as calculated by an Independent Financial Consultant (whose credentials are satisfactory to the Issuer and the underwriter or placement agent, as applicable, for such Additional Bonds), will not be less than 125% of the Maximum Annual Debt Service on the Bonds then Outstanding, any Additional Bonds previously issued in accordance with the Indenture and then Outstanding and the Additional Bonds then proposed to be issued; or

(ii) the projected Tax Increment Revenues that will be available for each future Bond Year based on revenue projections prepared by an Independent Financial Consultant (whose credentials are satisfactory to the Issuer and the underwriter or placement agent, as applicable, for such Additional Bonds) will not be less than 130% of the Maximum Annual Debt Service on the Bonds then Outstanding, any Additional Bonds previously issued in accordance with the Indenture and then Outstanding and the Additional Bonds then proposed to be issued.

D. Each Series of Additional Bonds shall share a first priority lien upon the Tax Increment Revenues (excluding the PAYGO Revenues), the TIF Fund (excluding the PAYGO Revenues Subaccount therein) and the funds on deposit from time to time in the TIF District Revenue Fund with the Series 2026 A Bonds and any Additional Bonds then Outstanding. The Supplemental Indenture authorizing the issuance of any Series of Additional Bonds shall specify the terms of such Additional Bonds and the form,

denominations, and other details of such Additional Bonds. Any Supplemental Indenture authorizing the issuance of Additional Bonds may provide for the creation of separate funds and accounts for such bonds. Any Supplemental Indenture authorizing the issuance of Additional Bonds shall provide that such Additional Bonds shall be secured by a separate reserve fund.

E. The Bonds of each Series of Additional Bonds shall be executed by the Issuer and delivered to the Trustee whereupon the Trustee shall authenticate such Additional Bonds and deliver such Additional Bonds to or upon the order of the Issuer, but only upon receipt by the Trustee of the purchase price of such Additional Bonds, or the initial advance thereof in the case of draw down obligations, and each of the following:

(i) a copy of the applicable Supplemental Indenture authorizing the issuance of such Additional Bonds, executed by the Issuer and the Trustee;

(ii) a copy of the order adopted and entered of record by the Issuer authorizing the issuance of such Additional Bonds pursuant to the Act, specifying the maximum principal amount of such Additional Bonds and other matters relative thereto, certified by an Authorized Officer;

(iii) copies of the certificates and revenue reports required by subsections (B) or (C) above, if applicable;

(iv) an Opinion of Bond Counsel to the effect that (a) the Supplemental Indenture authorizing the issuance of such Additional Bonds is in full force and effect and is valid and binding upon the Issuer and is authorized under the Indenture; and (b) the Issuer is duly authorized and entitled to issue such Additional Bonds and, upon the execution, authentication and delivery thereof as provided in such Supplemental Indenture, such Additional Bonds will be duly and validly issued and will constitute valid and binding special obligations of the Issuer;

(v) an order of an Authorized Officer directing the authentication and delivery of such Additional Bonds, designating the purchasers to whom such Additional Bonds are to be delivered, stating the purchase price of such Additional Bonds and stating that all items required by the Indenture are therewith delivered to the Trustee in form and substance satisfactory to the Issuer; and

(vi) moneys or securities authorized for the investment of the reserve fund in an amount equal to the amount, if any, required to make the amount on deposit in the reserve fund for such Additional Bonds equal to the amount required to be initially deposited therein by the applicable Supplemental Indenture.

F. Additional Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, including but not limited to any Subordinate Bonds, the lien of which on the Tax Increment Revenues (excluding the PAYGO Revenues), the TIF Fund (excluding the PAYGO Revenues Subaccount therein) and the funds on deposit from time to time in the TIF District Revenue Fund is subordinate to the prior and superior first priority lien of the Bonds.

Issuance of Subordinate Bonds.

The Issuer may issue Subordinate Bonds at any time without the consent of the Trustee, the Registered Owners or any other party and without complying with any other terms and conditions of the

Indenture. The Supplemental Indenture authorizing the issuance of any Series of Subordinate Bonds shall specify the terms of such Subordinate Bonds and the form, denominations, and other details of such Subordinate Bonds. Any Supplemental Indenture authorizing the issuance of Subordinate Bonds may provide for the creation of separate funds and accounts for such bonds.

No Acceleration

THERE IS NO PROVISION IN THE SERIES 2026 A BONDS OR THE INDENTURE FOR AN ACCELERATION OF THE SCHEDULED PRINCIPAL AND INTEREST PAYMENTS ON THE SERIES 2026 A BONDS IN ANY EVENT, SPECIFICALLY INCLUDING BUT NOT LIMITED TO, THE FAILURE BY THE ISSUER TO MAKE PAYMENTS OF PRINCIPAL OR INTEREST ON THE SERIES 2026 A BONDS WHEN DUE.

Termination Date of TIF District

THE TIF DISTRICT TERMINATES ON OCTOBER 31, 2048 (AS PREVIOUSLY DEFINED, THE "TERMINATION DATE"). PURSUANT TO THE INDENTURE, THE BONDHOLDERS AND THE TRUSTEE ON BEHALF OF THE BONDHOLDERS AGREE THAT ANY PRINCIPAL OF AND INTEREST ON ANY SERIES 2026 A BONDS WHICH REMAINS DUE AND PAYABLE FOLLOWING THE TERMINATION DATE SHALL BE WAIVED BY THE BONDHOLDERS AND THE TRUSTEE AND THE BONDHOLDERS AGREE THAT SUCH BONDS SHALL THEREUPON BE CONSIDERED LEGALLY DISCHARGED, SATISFIED AND CANCELLED.

FORWARD-LOOKING STATEMENTS

Certain statements included in or incorporated by reference in this Official Statement that are not purely historical are "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and reflect current expectations, hopes, intentions or strategies regarding the future. Such statements may be identifiable by the terminology used such as "project," "plan," "expect," "estimate," "budget," "intend," "anticipate" or other similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVES KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. INCLUDED IN SUCH RISKS AND UNCERTAINTIES ARE (I) THOSE RELATING TO THE POSSIBLE INVALIDITY OF THE UNDERLYING ASSUMPTIONS AND ESTIMATES, (II) POSSIBLE CHANGES OR DEVELOPMENTS IN SOCIAL, ECONOMIC, BUSINESS, INDUSTRY, MARKET, LEGAL AND REGULATORY CIRCUMSTANCES, AND (III) CONDITIONS AND ACTIONS TAKEN OR OMITTED TO BE TAKEN BY THIRD PARTIES, INCLUDING CUSTOMERS, SUPPLIERS, USERS, BUSINESS PARTNERS AND COMPETITORS, AND LEGISLATIVE, JUDICIAL AND OTHER GOVERNMENTAL AUTHORITIES AND OFFICIALS. ASSUMPTIONS RELATED TO THE FOREGOING INVOLVE JUDGMENTS WITH RESPECT TO, AMONG OTHER THINGS, FUTURE ECONOMIC, COMPETITIVE, AND MARKET CONDITIONS AND FUTURE BUSINESS DECISIONS, ALL OF WHICH ARE DIFFICULT OR IMPOSSIBLE TO PREDICT ACCURATELY. FOR THESE REASONS, THERE CAN BE NO

ASSURANCE THAT THE FORWARD-LOOKING STATEMENTS INCLUDED IN THIS OFFICIAL STATEMENT WILL PROVE TO BE ACCURATE.

UNDUE RELIANCE SHOULD NOT BE PLACED ON FORWARD-LOOKING STATEMENTS. ALL FORWARD-LOOKING STATEMENTS INCLUDED IN THIS OFFICIAL STATEMENT ARE BASED ON INFORMATION AVAILABLE ON THE DATE HEREOF, EXCLUDING APPENDIX B HERETO (SEE THE TAX INCREMENT REVENUE REPORT INCLUDED IN APPENDIX B FOR ADDITIONAL INFORMATION), AND THE ISSUER AND UNDERWRITER ASSUME NO OBLIGATION TO UPDATE ANY SUCH FORWARD-LOOKING STATEMENTS IF OR WHEN EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR OR FAIL TO OCCUR, OTHER THAN AS INDICATED UNDER THE CAPTION "CONTINUING DISCLOSURE."

TAX INCREMENT REVENUE REPORT

MuniCap prepared the Revenue Report which is attached hereto as APPENDIX B. MuniCap is a public finance consulting firm based in Columbia, Maryland that specializes in the public finance aspects of public private partnerships. MuniCap has assisted with over [680] transactions in [31] states and the District of Columbia, totaling over $[14.4] billion in public financing for those transactions.

The Revenue Report includes a description of the real and personal property currently in and planned for the TIF District, a discussion of general economic conditions, historical Tax Increment Revenues and a projection of Tax Increment Revenues based on certain assumptions as set forth therein. The Revenue Report is intended for the information of the Underwriter and the Issuer, for general planning purposes and for disclosure within this Official Statement. MuniCap has consented to inclusion of the Revenue Report in this Official Statement and has reviewed and consented to the provisions of this caption. This caption contains summaries of certain provisions of the Revenue Report, but such summaries do not purport to be comprehensive or definitive. All references herein to the Revenue Report are qualified in their entirety by reference to the definitive form of such report in APPENDIX B.

Prospective purchasers should read the Revenue Report carefully in its entirety and form their own opinions about the validity and reasonableness of the assumptions and projections included therein. The projections contained in the Revenue Report and included or reflected in this Official Statement are based on various assumptions concerning facts and events over which the Issuer has no control. No representation or warranty is, or can be, made about the amount or timing of any future income, loss, occupancy, valuation, increased revenues, or that actual results will be consistent with the Revenue Report or with the forecasts contained therein. The information in the Revenue Report is based on various assumptions, estimates and opinions. There is no assurance that actual events will correspond with the projections or the assumptions, estimates and opinions on which they are based. No representation or warranty (express or implied) as to the accuracy or completeness of any financial, technical or statistical data or any estimates, projections, assumptions or expressions of opinion or any other item set forth in the Revenue Report is made by the Issuer, the Underwriter or their legal counsel.

The Revenue Report is forward-looking and involves certain assumptions and judgments regarding future events. Although the Revenue Report is based on currently available information, it is also based on assumptions about the future state of the national and regional economy as well as assumptions about the future actions by various parties, which cannot be assured or guaranteed. The Revenue Report is not a prediction or assurance that a certain level of Tax Increment Revenues will be realized or that certain events will occur. The actual Tax Increment Revenues realized will vary from the projections included within the Revenue Report, and the variations may be material. See the discussion herein under the captions

"FORWARD-LOOKING STATEMENTS" and "BONDHOLDERS' RISKS" herein and in "APPENDIX B – TAX INCREMENT REVENUE REPORT" hereto.

PROJECTED TAX INCREMENT REVENUES, DEBT SERVICE ON THE SERIES 2026 A BONDS AND PROJECTED DEBT SERVICE COVERAGE

The projection period for the Series 2026 A Bonds is for the bond years ending June 1, 2027, through June 1, 2048. Projected additional development within the TIF District includes construction of The KCI Facility. See 'Future Development' above with the caption "THE TIF DISTRICT" for additional discussion.

The Revenue Report includes two scenarios.

Scenario A – Base Scenario. The base scenario provides for projections of existing development based on current taxable assessed values. The base scenario also provides for completion of the KCI Facility as outlined below, with an assumed completion date of 2027. Both existing and in-progress development property values assume no increase in property values beyond those assigned in the Revenue Report and applicable tax rates remain static.

Completion of the KCI Facility is expected to have the following components:

1. Phase 1 includes an approximately 30,000 square foot maintenance hangar that was completed in _____, 2026; and
2. Phase 2 includes approximately 50,000 square feet of additional workspace that is anticipated to be completed in _____, 2027.

Scenario B – Appreciation. The appreciation scenario includes the assumptions in the base scenario, except that property values are projected to increase at a rate of 1.00% annually.

The following tables present a summary of the projected assessed values and tax increment revenues at stabilization. For additional information, see the full Revenue Report which is attached hereto as APPENDIX B.

Projected Assessed Values- Stabilization, no appreciation

Development	Projected Assessed Value	Base Assessed Value	Incremental Assessed Value
Existing			
Future			
Sub-total			
Total Development			

Projected Tax Increment Revenues

Development Class	Projected Tax Increment Revenues			
	Bond Year 20__[(a)]		Cumulative Through 20__	
	Scenario A	Scenario B	Scenario A	Scenario B
Class IV				
Total				
Less: Administrative Expenses[(b)]				
Available for Debt Service				

[(a)] In Scenarios A and B, Future Development is fully built in 20__, and revenues are stabilized as of Bond Year 20__.

[(b)] Administrative Expenses are assumed to be $_____ annually, escalating by __% per year. For details, see Appendices A-8.c and B-8.c of the Revenue Report.

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The following table sets forth the projected Tax Increment Revenues, projected debt service on the Series 2026 A Bonds and the resulting projected debt service coverage ratio, using Scenario A from the Revenue Report.

[ADD DEBT SERVICE TABLE FOR SCENARIO A]

*_Preliminary._ Estimated Debt Service.

The following table sets forth the projected Tax Increment Revenues, projected debt service on the Series 2026 A Bonds and the resulting projected debt service coverage ratio, using Scenario B from the Revenue Report.

[ADD DEBT SERVICE TABLE FOR SCENARIO B]

**Preliminary*. Estimated Debt Service.

TAX INCREMENT FINANCING IN WEST VIRGINIA AND COLLECTION OF TAX INCREMENT REVENUES

The following describes the collection of tax increment revenues pursuant to the Act, including the Tax Increment Revenues from taxable real and tangible personal property located in a tax increment financing district, including the TIF District.

Assessment of Property in a Development or Redevelopment District

Valuation of property located in a development or redevelopment district is determined in the same manner as all real and personal property subject to ad valorem taxation. State statutes provide that all property (except public utility property) must annually be assessed as of the first day of July. Assessment on this day is the basis for the following year's property taxes. The county assessor must complete the compilation of the land and personal property books not later than February 1. The county commission, not later than February 1 of the tax year, must meet for the purpose of sitting as a board of equalization and review of such assessment books. After completion of the review and assessment, the commission certifies and returns the property books to the county assessor.

Beginning with property tax year 2023, taxpayers may elect to file the initial valuation protest with either the county commission sitting as a board of equalization and review or the West Virginia Office of Tax Appeals. Taxpayers electing to use the board of equalization and review process must file a protest with the county commission on or before February 20 of the property tax year. Appeal of an order entered by the board of equalization and review may be made to the West Virginia Office of Tax Appeals by March 31 of the property tax year. Valuation protests filed directly with the West Virginia Office of Tax Appeals also require that a petition for appeal be filed on or before March 31 of the property tax year. An appeal of a West Virginia Office of Tax Appeals decision may be filed with the Intermediate Court of Appeals. Taxpayers must timely pay first and second half installment payments of taxes levied for the current tax year on or before they become due and any reduction in assessed value that is administratively or judicially determined in a decision that becomes final results in a credit being established against subsequent tax year, except as otherwise stated in the decision. The county assessor annually, not later than March 3, must furnish a certified statement to certain governmental bodies in the county, including the board of education, showing the aggregate value of all real and personal property.

During the month of March, the county commission, the county board of education and municipal governments prepare their budgets for the fiscal year which begins on July 1. After budgets are approved, the levying bodies officially set the tax rate for the coming tax year sufficient to pay budgeted expenses not expected to be paid from other sources. For example, the 2026 tax year assessments are made as of July 1, 2025, with taxes levied and collected during the fiscal year from July 1, 2026 through June 30, 2027. First half taxes for tax year 2026 are due on or before September 1, 2026 in order to receive a 2.5% discount, and second half taxes for tax year 2026 are due on or before March 1, 2027 in order to receive a 2.5% discount. First half taxes for property tax year 2026 become delinquent if not paid before October 1, 2026, and second half taxes for property tax year 2026 become delinquent if not paid before April 1, 2027.

The State Tax Commissioner has the responsibility for preparing tentative valuations for all public utility property in the State and providing these valuations to the Board of Public Works of the State for actual assessment of such property. The Board of Public Works reviews all assessments made, makes such corrections as it deems proper, conducts hearings to entertain protests from the public utilities involved, and fixes the assessments in final form. After such assessments are made, they are allocated by the Auditor to the various counties in which the utility property is located, such allocation being approved by the Board of Public Works.

Assessment of Business Personal Property

Owners of business personal property report the original cost and year of acquisition of their property to the County Assessor each year. The County Assessor values the property by applying trend factors, which adjust historical cost to current cost, and percent good tables, which reflect remaining value and depreciation over the expected life of each class of property. The Property Tax Division of the West Virginia State Tax Department publishes these tables each year.

Per the County Assessor's office, buildings constructed by or for tenants on land owned by the Airport Authority are valued as business personal property. Such buildings are generally assigned a thirty-year life and depreciate at 3.0% a year, but the depreciation is offset by a cost modifier that reflects changes in construction costs. In recent years the two have offset each other or produced a slight increase in value. For furniture, fixtures, and leasehold improvements, the State Tax Department's trend factors for tax year 2027 are 1.06 for property acquired in 2025, 1.09 for 2024, 1.11 for 2023, and 1.13 for 2022. Much of the inventory held by the Airport Authority's tenants, including certain engine parts, is exempt from taxation, while ordinary furniture, fixtures, and equipment and some inventory are taxable. See "APPENDIX B – TAX INCREMENT REVENUE REPORT" hereto.

Determination of Tax Increment Amounts

Subsection 3(b) of the Act defines the "tax increment" as "the amount of regular levy property taxes attributable to the amount by which the current assessed value of real and tangible personal property having a tax situs in a development or redevelopment district exceeds the base assessed value of the property." The current assessed value is the annual taxable assessed value of all real and tangible personal property, excluding personal motor vehicles, personal trailers, personal boats, personal campers, personal motor homes, personal ATVs and personal motorcycles, having a tax situs within a development or redevelopment district as shown upon the landbooks and personal property records of the county assessor. The base assessed value is the taxable assessed value of all real and tangible personal property, excluding personal motor vehicles, personal trailers, personal boats, personal campers, personal motor homes, personal ATVs and personal motorcycles, having a tax situs within a development or redevelopment district as shown upon the landbooks and personal property books of the county assessor on the first day of July of the calendar year preceding the effective date of the order or ordinance creating and establishing the development or redevelopment district.

Each year, the county assessor will provide to each levying body with the power to levy taxes on property within a tax increment financing district notice of the base assessed value of the taxable property, the then current assessed value of that property, the incremental increase in assessed value of that property, and the tax increment associated with that property. The notice will also explain that the tax increment amount determined by multiplying the incremental increase in assessed value of that property by the regular levy rates on property in the project area or a tax increment financing district will be paid into the tax increment fund for that project area or tax increment financing district.

Using the calculations by the county assessor, the sheriff will allocate the taxes on the taxable property included in the tax increment financing district. The regular levy taxes on the base assessed value of the taxable property will be distributed to the appropriate levying bodies. In each year in which there is a positive tax increment, the tax increment will be paid by the sheriff to the county or municipality creating the applicable tax increment financing district and thereby deposited in the tax increment fund for that project area or tax increment financing district.

In any year in which there are excess funds in the tax increment fund that are not associated with a development or redevelopment project, the county or municipality will according to the procedures set out

in its application for the area or tax increment financing district, decide whether to leave the money in the tax increment financing fund or to redistribute the excess moneys to the levying bodies based on their proportionate share of the regular levy taxes collected on the base-assessed value of property in the tax increment financing district. Funds in the tax increment fund may be invested temporarily in the same manner as other funds of the county commission or the municipality that established the fund.

Determination of Tax Increment Revenues in the TIF District. As described above, the County Sheriff is to deposit the Tax Increment Revenues in the TIF Fund in accordance with the TIF Act.

The following tables show the current assessed values of the TIF District since its creation and provide the Tax Increment Revenues levied and collected during those periods.

Tax Year	Fiscal Year Ending (06/30)	Real		Personal	Total		
		Class II	Class IV	Class IV	Class II	Class IV	Total
20__	20__						
20__	20__						
20__	20__						
20__	20__						
20__	20__						
20__	20__						
20__	20__						
20__	20__						

Source: County Commission.

Tax Year	Fiscal Year Ending (06/30)	Gross Tax Increment Levy	Gross Tax Increment Levy Less Credits	Collections	% Collected
20__	20__				
20__	20__				
20__	20__				
20__	20__				
20__	20__				
20__	20__				
20__	20__				
20__	20__				
20__	20__*				

Source: County Commission.

* Fiscal Year 2026 unaudited.

The following tables provide the ten largest assessed values in the TIF District for Tax Year 2026 for both real and personal property.

Owner	TY 2026 Real Assessed Value	% of Total Real	% of Total Assessed Value

Source: County Commission.

Owner	TY 2026 Personal Assessed Value	% of Total Personal	% of Total Assessed Value

Source: County Commission.

Collection of Tax Increment Amounts

The procedures for the collection of tax increment revenues are the same as the procedures for the assessment and collection of ad valorem property taxes in West Virginia.

Overview. All taxes for real estate and personal property in a county are collected by the county sheriff and are remitted by him or her to the State and other local levying bodies and in the case of the tax increment revenues from a TIF district are to be remitted to the applicable TIF fund. Public utility taxes are collected directly by the Auditor and are remitted to the sheriff for distribution. Tax statements are mailed by the sheriff's office in July, and the taxes may be paid in two installments. The first half of the tax is

subject to a 2.5% discount if paid by September 1; thereafter, the amount payable is net until October 1, after which a 9% penalty is added. Likewise, the second half is subject to a 2.5% discount if paid by March 1, net to April 1, and 9% penalty is added thereafter.

Property Classification. Article X, Section 1, of the Constitution of the State and Chapter 11, Article 8, Section 5 of the Code of West Virginia of 1931, as amended, created four classifications of property for which the tax rates, but not the assessed values, are limited. These tax classifications are as follows: Class I – all tangible personal property employed exclusively in agriculture, all products of agriculture while owned by the producer, all notes, bonds, bills, and accounts receivable, stocks and any other intangible personal property; Class II – owner-occupied residential property and certain farm lands; Article 10, Section 1b of the Constitution of the State and Chapter 11, Article 6B, Section 3 of the West Virginia Code of 1931, as amended, provides that the first twenty thousand dollars of assessed valuation of any real property, or of personal property in the form of a mobile home, used exclusively for residential purposes and occupied by the owner or one of the owners thereof as his residence, who is a citizen of the State and is sixty-five years of age or older or is certified as being permanently disabled, shall be exempt from ad valorem property taxation provided the owner has been or will be a resident of the State for the two calendar years preceding the tax year to which the homestead exemption relates. Only one exemption shall be allowed for each homestead used and occupied exclusively for residential purposes by the owner thereof, regardless of the number of qualified owners residing therein; Class III – all real and personal property, other than Class I and II property, situate outside of municipalities; and Class IV – all real and personal property not included in Class I or II and which is located inside of municipalities. Public utility property falls within Class III or Class IV, as appropriate.

County Tax Rates. The maximum tax rates allowed by the Constitution of the State for the four classifications of property are as follows: Class I – $0.50 per $100 assessed valuation; Class II – $1.00 per $100 assessed valuation; Class III – $1.50 per $100 assessed valuation; Class IV - $2.00 per $100 assessed valuation. However, under Chapter 11, Article 8 of the Code of West Virginia of 1931, as amended, the maximum levy rates available to the County without approval by the voters are as follows: Class I – $0.143 per $100 assessed valuation; Class II – $0.286 per $100 assessed valuation; Class III – $0.572 per $100 assessed valuation; and Class IV – $0.572 per $100 assessed valuation.

These rates of levy may not be exceeded except that a local levying body may provide for an election to increase such rates within the respective taxing unit at a regularly scheduled general or primary election. If at least 60% of the voters voting in the election cast their ballots in favor, property tax levy rates may be increased by up to 50% by municipalities and counties. If at least 50% of the voters voting in the election cast their ballots in favor, property tax levy rates may be increased by up to 100% by boards of education. The increased levies may not continue for more than five years in the case of municipalities and counties, or for more than five years in the case of boards of education without resubmission to the voters.

School Tax Rates. Taxes for school purposes are uniform throughout the State. In accordance with Chapter 11, Article 8, Section 6c of the Code of West Virginia of 1931, as amended, the tax limit for school current expenses and school permanent improvement purposes combined is $0.2295 per $100 assessed valuation in respect to Class I, $0.4590 per $100 in respect to Class II, $0.9180 per $100 in respect to Classes III, and $0.9180 per $100 in respect to Class IV. By favorable vote of at least a simple majority of the voters in an election, the above limitations may be increased for a period of five years, after which an election must again be held. Further, a county board of education is required to levy outside the rates provided by Chapter 11, Article 8, Section 6c, sufficient to pay the principal and interest requirements on bonds issued by the school district not exceeding five percent of the assessed value of all taxable property in the school district, in the manner provided by the Better Schools Amendment, section 10, article X of the Constitution of the State.

Although the above county and school levy rates are the maximum rates, the levying bodies may assess at lower amounts.

Procedure for Collection of Delinquent Tax Increment Amounts

The following is a general description of property tax delinquency procedures under State law. The implementation of these procedures may vary in practice among West Virginia counties and is subject to the procedures described below. Delinquent tax increment amounts are pursued in the same manner as delinquent property taxes.

The sheriff, after ascertaining which taxes are delinquent, shall on or before May 1 next succeeding the year for which taxes are assessed, prepare delinquent lists, which shall be posted at the front door of the courthouse and published as a legal advertisement at least two weeks prior to the presentation to the county commission for examination, with such presentation required on or before May 15. After examination and correction, the commissioners shall certify such lists pertaining to real property to the Auditor not later than June 1. On or before September 10, the sheriff shall prepare a second list of delinquent taxes, as of September 1, together with a notice of sale for properties upon which such taxes are due. Such properties shall be certified to the Auditor for disposition on October 31. Upon certification to the Auditor, tax liens on the subject properties shall be sold at public auction that take place beginning March 1 following the year of certification. No such sale shall be made for any sum less than the total amount of taxes, interest and charges then due. If any tracts or lots remain unsold after the Auditor's public auction, they are subject to sale by the Auditor without additional advertising or public auction on such terms as the Auditor deems appropriate. After certification to the Auditor, any tracts or lots may be redeemed by any person entitled to pay the taxes thereon at any time prior to the sale by payment to the Auditor of the total amount of taxes, interest, and charges due thereon up to the date of redemption. The Auditor reports monthly to the sheriff, the county assessor and the clerk of the county commission all properties in the county that were redeemed in his office during the preceding month. The Auditor, each month, draws his warrant upon the State treasury payable to the sheriff of the county for that part of the taxes, interest and charges received by him or her upon the redemption of the property included in his report that was owing to any of the taxing units in the county. The sheriff accounts for and pays over such money as if it had been paid to him or her before sale and redemption.

BONDHOLDERS' RISKS

An investment in the Series 2026 A Bonds is subject to a number of significant risk factors. The following is a discussion of certain risks that could affect payments to be made with respect to the Series 2026 A Bonds. Such discussion is not, and is not intended to be, exhaustive and should be read in conjunction with all other parts of this Official Statement and should not be considered as a complete description of all risks that could affect such payments. Prospective purchasers of the Series 2026 A Bonds should analyze carefully the information contained in this Official Statement, including the appendices hereto, and additional information in the form of the complete documents summarized herein, copies of which are available as described in this Official Statement. THERE CAN BE NO ASSURANCE THAT THE TAX INCREMENT REVENUES GENERATED BY THE TIF DISTRICT WILL BE SUFFICIENT TO PAY PRINCIPAL OF AND INTEREST ON THE SERIES 2026 A BONDS.

Limited Obligations

The Series 2026 A Bonds are special, limited obligations of the Issuer, payable solely from the Revenues, as defined in the Indenture. The Series 2026 A Bonds do not constitute a general obligation of the Issuer, the State or any political subdivision thereof and do not constitute an indebtedness of the Issuer, the State or any political subdivision thereof within the meaning of any constitutional or statutory provision

or limitation. Neither the full faith and credit nor the taxing power of the Issuer, the State or any political subdivision thereof is pledged or obligated to the payment of the Series 2026 A Bonds.

Termination of TIF District

The Series 2026 A Bonds mature on June 1, 2048 and the TIF District terminates on October 31, 2048 (as previously defined, the "Termination Date"). The principal of and interest on any outstanding Bonds which remain due and payable following the Termination Date shall be waived by the Bondholders and shall be deemed to be discharged and satisfied pursuant to the Indenture.

Risks Relating to Airport Development and Operations

The development and economic performance of the Airport and related industrial tenants may materially affect the amount of Tax Increment Revenues available for payment of the Series 2026 A Bonds. The anticipated development and operation of the Airport may depend upon the completion of airport infrastructure, the availability of financing, the recruitment and retention of industrial tenants, the demand for aviation and industrial facilities, and the ability of the Airport and its tenants to operate successfully over the term of the Series 2026 A Bonds.

There can be no assurance that the Airport will continue operations, expand its operations, attract and retain industrial tenants, or continue the level of economic activity contemplated by the development projections. Delays in construction or infrastructure improvements, changes in aviation or industrial market conditions, increases in operating costs, or the failure of tenants to commence or continue operations could adversely affect the development and taxable assessed valuation of property within the TIF District.

The successful operation of the Airport does not necessarily result in Tax Increment Revenues sufficient to pay debt service on the Series 2026 A Bonds. The amount of revenues available for debt service will depend upon the taxable assessed valuation of property within the TIF District, the applicable property tax levy rates, the collection of property taxes, and the amount of such revenues legally available for deposit into the TIF Fund. Airport activity, employment, cargo volume, aircraft operations and other measures of economic activity may not correspond directly to increases in taxable assessed valuation or Tax Increment Revenues.

Accordingly, there can be no assurance that the Airport's development or operating performance will result in Tax Increment Revenues sufficient to pay principal of and interest on the Series 2026 A Bonds when due.

Risks Relating to Industrial Tenants

The principal taxpayers in the TIF District include Pratt & Whitney, Aurora Flight Sciences, and MHI RJ Aviation, Inc., which together account for 89.9% of the TIF District's assessed value. Pratt & Whitney alone accounts for 72.0% of the TIF District's assessed value.

The generation of Tax Increment Revenues may depend substantially upon the development, occupancy and continued operation of industrial facilities within the TIF District. The financial performance of the TIF District may be adversely affected if industrial tenants fail to occupy their facilities, terminate or decline to renew leases, reduce their operations, experience financial difficulties, or cease business operations.

Industrial tenants may be affected by changes in economic conditions, demand for their products or services, supply-chain disruptions, labor availability, energy costs, transportation costs, technological

changes and other factors beyond the control of the County Commission or the Airport Authority. The loss of a significant industrial tenant or the failure of an anticipated tenant to commence operations could delay development, reduce taxable assessed valuation, or otherwise adversely affect Tax Increment Revenues.

The presence of a lease, development agreement, letter of intent or other arrangement with a prospective tenant does not necessarily assure that the tenant will complete its contemplated investment or remain in the TIF District throughout the term of the Series 2026 A Bonds.

Concentration of Industrial Tenants and Taxable Property

The anticipated Tax Increment Revenues is dependent upon a limited number of industrial tenants of the Airport. If one or more significant tenants fail to commence or continue operations, vacate their facilities, reduce their investment, or experience financial difficulties, the resulting effect on the TIF District may be disproportionate to the number of tenants or properties affected.

In addition, the taxable assessed valuation of the TIF District is currently concentrated in a limited number of industrial facilities or other properties. A reduction in the assessed valuation of any significant property, a successful property tax assessment appeal, a change in the property's taxable status, or a failure to complete anticipated improvements could materially reduce the Tax Increment Revenues available for payment of the Series 2026 A Bonds.

The extent of this risk will depend upon the number and financial condition of the industrial tenants, the diversity of their industries and sources of revenue, the ownership and taxable status of their facilities, and the extent to which the projected tax increment depends upon individual properties or development projects. There can be no assurance that the loss or reduction of taxable assessed valuation attributable to any significant tenant or property would be offset by increases in the assessed valuation of other property within the TIF District.

Risks Relating to Airport Property and Taxable Assessed Valuation

The amount of Tax Increment Revenues generated by activity at the Airport will depend upon the taxable assessed valuation of property within the TIF District and the applicable statutory method for calculating the tax increment. The ownership, use and taxable status of airport land, runways, terminals, hangars, industrial buildings, equipment and other improvements may affect the amount of taxable assessed valuation attributable to the development.

Property owned by a governmental entity or otherwise exempt from property taxation may not generate property tax revenues in the same manner as privately owned taxable property. Similarly, the ownership, classification and assessment of leasehold interests, privately constructed improvements, industrial equipment and other property associated with airport operations may affect the amount of taxable assessed valuation attributable to the TIF District.

Accordingly, the total investment in the Airport and its related facilities, the amount of private capital invested in the District, the number of jobs created, or the level of airport activity may not correspond directly to the amount of taxable assessed valuation or Tax Increment Revenues generated. The actual treatment of particular properties and improvements will depend upon applicable law and the facts and circumstances of their ownership, use and assessment.

There can be no assurance that the taxable assessed valuation attributable to the airport and its industrial tenants will equal the amounts assumed in the projections of Tax Increment Revenues.

Regulatory and Operational Risks Relating to the Airport

Airport development and operations may be subject to federal, state and local laws, regulations, permits and approvals, including requirements relating to aviation safety, airport operations, environmental protection, land use, construction and infrastructure. Changes in applicable requirements, delays in obtaining or maintaining necessary approvals, or the failure of airport facilities or tenants to comply with applicable requirements could delay development, increase costs, restrict operations or adversely affect the ability of industrial tenants to conduct business.

Airport operations may also be affected by changes in aviation demand, aircraft operations, cargo and passenger activity, access to transportation infrastructure, and the ability of the Airport to attract and retain users and tenants. Certain industrial uses may depend upon the availability of specialized airport facilities, transportation connections, utilities or other infrastructure.

No assurance can be given that all anticipated airport facilities and related industrial improvements will be completed and operated as contemplated, or that the airport will attract sufficient industrial investment to generate the taxable assessed valuation assumed in the revenue projections. Any material delay, restriction or reduction in anticipated development or operations could adversely affect Tax Increment Revenues and the ability to pay debt service on the Series 2026 A Bonds.

Infrastructure Completion and Cost Risks

The development of an airport and associated industrial facilities may require substantial investment in runways, taxiways, hangars, access roads, utilities, drainage, site preparation and other public or private infrastructure. The timing and cost of these improvements may be affected by construction cost escalation, labor and material availability, site conditions, environmental requirements, permitting, contractor performance and other factors.

There can be no assurance that all anticipated improvements will be completed within the budgets or time periods assumed in the development plan or revenue projections. Delays or cost overruns may postpone the occupancy of industrial facilities, increase the cost of development, or impair the ability of the Airport to attract anticipated tenants.

If infrastructure necessary to support the anticipated industrial development is not completed when required, the resulting delay in development and taxable assessed valuation may reduce or postpone the generation of Tax Increment Revenues available for payment of the Series 2026 A Bonds.

Environmental and Site-Condition Risks

Airport and industrial development may be subject to environmental risks associated with site conditions, construction, fuel storage, aircraft operations, industrial processes, hazardous materials, contamination, stormwater management and other activities. The discovery of environmental contamination or the imposition of additional environmental requirements could result in remediation expenses, construction delays, restrictions on property use or other costs.

The existence or discovery of environmental conditions could also affect the marketability, occupancy or taxable assessed valuation of property within the TIF District. Such circumstances could delay anticipated development or reduce Tax Increment Revenues available for payment of the Series 2026 A Bonds.

The extent of any environmental risk will depend upon the existing conditions of the property, the nature of airport and industrial operations, the applicable regulatory requirements, and the responsibility of the relevant property owners and operators for investigation, remediation and compliance.

Failure to Complete Development of the TIF District

Land development is subject to comprehensive federal, State and local laws and regulations. Approvals are required from various entities in connection with the layout and design of developments, the nature and extent of improvements, construction activity, environmental requirements, health requirements and numerous other matters. Development of land is also subject to economic considerations. The failure to complete development in the TIF District, including the required infrastructure, or substantial delays in the completion thereof due to litigation, the inability to obtain required funding or financing by any individual site operators of property located in the TIF District, or other causes may reduce the value of the property located in the TIF District and may adversely affect the ability to collect Tax Increment Revenues, to issue Additional Bonds for the TIF District or to repay Outstanding Bonds.

Financial Feasibility of Additional Development within the TIF District

The financial feasibility of additional development within the TIF District depends in large part upon the ability to attract and retain sufficient numbers of owners or tenants to achieve and then to maintain substantial occupancy of real property in the TIF District throughout the term of the Series 2026 A Bonds. Except for the Revenue Report, no feasibility study has been completed in connection with the issuance of the Series 2026 A Bonds. Failure to maintain adequate occupancy could adversely affect the ability or willingness of the owners or tenants of real property in the TIF District to pay the tax increments in an amount sufficient to pay debt service on the Series 2026 A Bonds.

Dependence on Tax Increment Revenues

The amount of the Tax Increment Revenues available to pay principal of and interest on the Series 2026 A Bonds is determined by the assessed value of the property located in the TIF District, the tax rate set by the County Commission and the other levying bodies, and the percentage of taxes collected and paid into the TIF Fund.

There can be no guarantee that the real or personal property located in the TIF District will be assessed at levels sufficient to generate adequate Tax Increment Revenues or that the assessed value of the real or personal property will not decrease. The value of tangible personal property is self-reported by property owners in the TIF District and is subject to fluctuation. Property owners have the right to protest the appraised value of their real property located in the TIF District and are not required to tender their property for ad valorem taxation at any agreed upon level. The appraised value of the real property and improvements of real property in the TIF District will finally be determined and certified in accordance with the procedures described in West Virginia law and may ultimately be assessed at a value lower than originally set by the County Assessor.

The amount of the Tax Increment Revenues is also dependent on the property tax rate then in effect with respect to the TIF District. If the tax levy rates used to calculate the amount of the tax increments due are lowered or are not sustained by the levying bodies, the resulting Tax Increment Revenues may be less than projected.

Uncertainty of Methodology of Calculation, Accounting for and Collection of Tax Increment Revenues

Tax Increment Revenues due are calculated based upon the assessed value of the real and tangible personal property in the TIF District. The method of assessing the real property in the TIF District could have a significant impact on the Tax Increment Revenues that become available. Taxes on tangible personal property are assessed based on self-reporting of the value of tangible personal property. The assessment method or combination of methods that the County Assessor uses with respect to the real property in the TIF District is within the discretion of the County Assessor and may change from time to time. The use of a particular method or combination of methods of appraisal with respect to the property in the TIF District may, over time, cause a decrease in the assessed value of the property in the TIF District and, therefore, result in a reduction in the Tax Increment Revenues available to pay debt service on the Series 2026 A Bonds. The accounting for, and collection of, the Tax Increment Revenues involves extensive administration by the County Assessor and the County Sheriff and is subject to error.

Dependence on Projections

The expected amount of Tax Increment Revenues that will be available to pay Debt Service on the Series 2026 A Bonds is unknown at the present time. The projections set forth in the section entitled "PROJECTED TAX INCREMENT REVENUES, DEBT SERVICE ON THE SERIES 2026 A BONDS AND PROJECTED DEBT SERVICE COVERAGE" herein, which set forth amounts which are projected to be available to meet the obligations under the Indenture, are based on the assumptions and limitations included in such projections. These projections constitute "forward-looking" statements within the meaning of Section 2lE of the Exchange Act, and as such may involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance and achievements to be different from the future results, performance or achievements expressed or implied by such forward-looking statements. Investors are cautioned that the actual results could differ materially from those set forth in the forward-looking statements.

Moreover, information in the projections is based on various assumptions and estimates. The actual results will vary from the projections and the variations may be material. There is no assurance that actual events will correspond with the projections or the assumptions, estimates and opinions on which they are based. The Revenue Report attached hereto as APPENDIX B should be read in its entirety.

No Security Interest in Property within the TIF District to Secure the Series 2026 A Bonds

Payment of the Series 2026 A Bonds is not secured by any deed of trust, mortgage or other contractual lien on the real or personal property within the TIF District or any portion thereof.

Adverse Opinion on the Issuer's Audited Financial Statements

The Issuer's audited financial statements for the fiscal year ended June 30, 2025 were audited by the Chief Inspector Division of the West Virginia State Auditor's Office, which issued an adverse opinion with respect to such financial statements. An adverse opinion is the most unfavorable type of audit opinion and indicates that, in the auditor's judgment, the financial statements, taken as a whole, do not fairly present the financial position, results of operations and/or cash flows of the Issuer in accordance with generally accepted accounting principles ("GAAP").

The basis for the adverse opinion is described in the independent auditor's report accompanying the audited financial statements included in APPENDIX C to this Official Statement. Prospective investors

are encouraged to review the auditor's report and the accompanying financial statements in their entirety to understand the matters giving rise to the adverse opinion.

As a result of the adverse opinion, prospective investors should exercise caution in relying upon the Issuer's audited financial statements as an indication of its financial condition, operating results or financial performance. The matters giving rise to the adverse opinion may affect the comparability, usefulness and reliability of the financial information contained in such financial statements and may limit the ability of prospective investors to evaluate historical financial trends and the Issuer's financial condition.

The Issuer has engaged MuniCap to prepare the Revenue Report evaluating the financial condition and financial performance of the TIF District. Such report is included in APPENDIX B to this Official Statement. However, the MuniCap's report is not an audit of the Issuer's financial statements and should not be viewed as a substitute for audited financial statements or as a modification, withdrawal or replacement of the adverse opinion issued by the independent auditor.

Prospective investors should carefully consider the adverse opinion, the matters giving rise to such opinion and the consultant's report, together with the other information contained in this Official Statement, in evaluating an investment in the Series 2026 A Bonds.

Changes in State and Local Tax Laws

Any change in the current system of collection and distribution of real and personal property taxes and tax increments in the County or the State could adversely affect the availability of Tax Increment Revenues to pay debt service on the Series 2026 A Bonds. There can be no assurance that the current system of collection and distribution of the real and tangible personal property taxes and tax increments in the County or the State will not be changed by any competent authority having jurisdiction to do so, including without limitation the State, the County, the board of education, the courts or the voters.

In November 2022, voters in West Virginia rejected proposed Amendment 2 to the West Virginia Constitution, the "Authorize Tax Exemptions for Vehicles and Personal Property Used in Business Amendment." Had it passed, Amendment 2 would have amended Article X of the West Virginia Constitution and given the legislature the authority to exempt tangible personal property for business, such as machinery, equipment and inventory, and personal motor vehicles from ad valorem property taxes.

Limitations on Remedies

The remedies available upon a default under the Indenture and other legal documents relating to the Series 2026 A Bonds will, in many respects, be dependent upon judicial actions, which are often subject to discretion and delay. Under existing constitutional and statutory laws and judicial decisions, including the United States Bankruptcy Code, the remedies specified in the Indenture, and other legal documents may not be readily available or may be limited. The various legal opinions to be delivered in connection with the issuance of the Series 2026 A Bonds will be expressly subject to the qualification that the enforceability of the Indenture and other legal documents is limited by bankruptcy, reorganization, insolvency, moratorium and other similar laws affecting the rights of creditors generally and by general principles of equity and the exercise of judicial discretion in appropriate cases.

Changes in Economic and Demographic Conditions

Adverse economic conditions could cause a downturn in business activity at one or more current or future businesses in the TIF District leading to a closure of one or more businesses in the TIF District, which could decrease the assessed valuations of the real and tangible personal property of such business or

businesses resulting in lower Tax Increment Revenues within the TIF District. Further, one or more individual owners or tenants in the TIF District may experience adverse economic conditions, including bankruptcy, which would adversely impact collection of Tax Increment Revenues from such current or future owners or tenants in the TIF District. Additionally, it is possible that a change in economic conditions may result in changes in plans for future proposed development in the TIF District, including but not limited to delay or cancellation of such development.

Competition

Other airports in the region may provide competition for industrial and other occupants of the TIF District. Such competition could adversely impact the performance of the industrial and other current and future owners and tenants in the TIF District adversely affecting the assessed value of the property values in the TIF District and adversely affecting the collection of Tax Increment Revenues. Additionally, it is possible that such competition may result in changes in plans for future proposed development in the TIF District, including but not limited to delay or cancellation of such development.

Lack of Rating and Market for the Series 2026 A Bonds

At the time of issuance, the Series 2026 A Bonds have not received a credit rating by any rating agency. The absence of a rating could adversely affect the ability of Bondholders to sell their Series 2026 A Bonds or the price at which their Series 2026 A Bonds can be sold. No assurance can be given that a secondary market for the Series 2026 A Bonds will develop following the completion of the initial offering of the Series 2026 A Bonds.

Loss of Tax Exemption

As discussed under the heading "TAX MATTERS," the interest on the Series 2026 A Bonds could become includable in gross income for federal income tax purposes and applied retroactively to the date of issuance of the Series 2026 A Bonds as a result of either a failure of the Issuer to comply with certain provisions of the Code or a change in applicable tax law or regulations with respect to the treatment of interest on municipal bonds generally or alternatively, with respect to the particular aspects of the financing undertaken pursuant to the issuance of the Series 2026 A Bonds. See also "TAX MATTERS—Changes in Federal and State Tax Law" herein. Should such an event of taxability occur, the Series 2026 A Bonds are not subject to early redemption for _____ (__) years* and may remain Outstanding to maturity or until redeemed under the redemption provisions of the Indenture.

This section does not purport to summarize all risks that may be associated with purchasing or owning the Series 2026 A Bonds. Prospective purchasers are advised to read this Official Statement in its entirety (inclusive of appendices) for a more complete description of investment considerations relating to the Series 2026 A Bonds.

Additional Bonds

Upon satisfaction of the requirements of the Act and the Indenture, the Issuer may issue Additional Bonds on parity with the Series 2026 A Bonds. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 A BONDS – Additional Bonds and Subordinate Bonds" herein. Tax Increment Revenues will be used to pay scheduled principal and interest, redemptions and deposits to the debt service reserve fund, if any, with respect to any Additional Bonds as provided in the supplemental indenture for such Additional Bonds. The issuance of Additional Bonds may reduce the Tax Increment Revenues

* Preliminary, subject to change.

available to pay the Series 2026 A Bonds. In the event of a shortfall of available Tax Increment Revenues, such Bonds Outstanding shall be entitled to pro rata payments from available Tax Increment Revenues.

Debt Service Reserve Fund

The Series 2026 A Bonds Reserve Fund initially will be funded to the Reserve Requirement from proceeds of the Series 2026 A Bonds and invested in permitted investments. Any reduction in interest earnings on the Series 2026 A Bonds Reserve Fund, any withdrawals from the Series 2026 A Bonds Reserve Fund, or any decline in value of the Series 2026 A Bonds Reserve Fund investments during the term of the Series 2026 A Bonds may require the deposit of additional Tax Increment Revenues to maintain the Series 2026 A Bonds Reserve Fund at the Reserve Requirement and to make scheduled payments on the Series 2026 A Bonds.

LITIGATION

To the knowledge of the appropriate officials of the Issuer, no litigation or administrative action or proceeding is pending or threatened restraining or enjoining, or seeking to restrain or enjoin, the issuance and delivery of the Series 2026 A Bonds, or the collection of Tax Increment Revenues to pay the principal of, redemption premium, if any, and interest on the Series 2026 A Bonds or contesting or questioning the proceedings and authority under which the Series 2026 A Bonds are to be authorized and are to be issued, sold, executed or delivered, or the validity of the Series 2026 A Bonds. A no-litigation certification to such effect will be delivered to the Underwriter at the time of original delivery of the Series 2026 A Bonds to the purchasers thereof.

The Issuer is a party to various legal proceedings seeking damages or injunctive relief and generally incidental to its operations. These proceedings are unrelated to the Series 2026 A Bonds, or the security therefor. The ultimate disposition of such proceedings is not presently determinable, but will not, in the opinion of County Commission officials, have a material adverse effect on the Series 2026 A Bonds or the security therefor.

LEGAL MATTERS

Legal matters incident to the authorization, issuance and sale of the Series 2026 A Bonds by the Issuer and the tax-exempt status of the Series 2026 A Bonds for federal and State income tax purposes are subject to the approving legal opinion of Steptoe & Johnson PLLC, Bond Counsel, whose approving opinion will be delivered with the Series 2026 A Bonds. A copy of the proposed form of such opinion is attached hereto as APPENDIX D. The engagement of Bond Counsel with respect to the Series 2026 A Bonds ends with the issuance of the Series 2026 A Bonds, and unless separately engaged, Bond Counsel is not obligated to defend the Issuer or the beneficial owners regarding the Series 2026 A Bonds. Certain legal matters will be passed upon for the Issuer by Steptoe & Johnson PLLC, as special project counsel, and for the Underwriter by its counsel, Jackson Kelly PLLC. The legal opinions to be delivered concurrently with the delivery of the Series 2026 A Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein.

By rendering a legal opinion, the opinion provider does not become an insurer or guarantor of that expression of professional judgment, of the transactions opined upon or of the future performance of parties to such transaction, and the rendering of an opinion does not guarantee the outcome of any legal dispute that may arise out of the transaction. Legal counsel rendering opinions in connection with the closing on the issuance of the Series 2026 A Bonds are being compensated from the proceeds of the Series 2026 A Bonds and their engagements with their clients provide that their fees and costs are payable only in the event that the Series 2026 A Bonds are issued. These contingent fee arrangements could present a conflict

of interest for legal counsel in rendering their opinions in connection with the issuance of the Series 2026 A Bonds.

TAX MATTERS

The following discussion of "Tax Matters" is a brief discussion of certain income tax matters with respect to the Series 2026 A Bonds under existing applicable law. It does not purport to deal with all aspects of taxation that may be relevant to the owner of a Series 2026 A Bond. Prospective investors, particularly those who may be subject to special rules, are advised to consult their own tax advisors regarding the tax consequences of owning and disposing of the Series 2026 A Bonds.

General

In the opinion of Steptoe & Johnson PLLC, Bond Counsel, under existing laws, regulations, published rulings and judicial decisions of the United States of America, as presently written and applied, the interest on the Series 2026 A Bonds (i) is excludable from gross income of the holders thereof for federal income tax purposes, assuming compliance with certain provisions described herein pertaining to the Code; and (ii) is not a specific item of tax preference, under Section 57(a)(5) of the Code, in computing the federal alternative minimum tax imposed on individuals; however, with respect to certain corporations, interest on the Series 2026 A Bonds is taken into account in determining the annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on corporations.

The opinions described in this section are subject to the condition that the Issuer complies on a continuing basis with all requirements of the Code, and regulations thereunder that must be satisfied for interest on the Series 2026 A Bonds to be or continue to be excluded from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements could cause the interest on the Series 2026 A Bonds to be included in the gross income of the recipients thereof for purposes of federal income taxation, including retroactively to the date of issuance of the Series 2026 A Bonds.

Bond Counsel's opinion may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. Bond Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Indenture and the Tax Certificate relating to the Series 2026 A Bonds permit certain actions to be taken or to be omitted if a favorable opinion of a bond counsel is provided with respect thereto. Bond Counsel expresses no opinion as to the effect on the exclusion from gross income for federal income tax purposes of interest on any Series 2026 A Bond if any such action is taken or omitted based upon the advice of counsel other than Bond Counsel.

The Internal Revenue Service (the "IRS") has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Series 2026 A Bonds will be selected for audit by the IRS. It is also possible that the market value of the Series 2026 A Bonds might be affected as a result of such an audit of the Series 2026 A Bonds (or by an audit of similar bonds). No assurance can be given that in the course of an audit, as a result of an audit, or otherwise, United States Congress or the IRS might not change the Code (or interpretation thereof) subsequent to the issuance of the Series 2026 A Bonds to the extent that it adversely affects the exclusion from gross income of interest on the Series 2026 A Bonds or their market value.

Individual Circumstances

Although Bond Counsel is of the opinion that interest on the Series 2026 A Bonds is excludable from gross income for federal income tax purposes, the ownership or disposition of, or the accrual or receipt

of interest on, the Series 2026 A Bonds may otherwise affect an owner's federal liability. The nature and extent of these other tax consequences will depend upon the tax status of the owner or the owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

Backup Withholding

Interest paid on tax-exempt obligations such as the Series 2026 A Bonds is generally required to be reported by payors to the IRS and to recipients in the same manner as interest on taxable obligations. In addition, such interest may be subject to "backup withholding" if the Bondholder fails to provide the information required on IRS Form W-9, Request for Taxpayer Identification Number and Certification, or the IRS has specifically identified the Bondholder as being subject to backup withholding because of prior underreporting. Neither the information reporting requirement nor the backup withholding requirement affects the excludability of interest on the Series 2026 A Bonds from gross income for federal tax purposes.

Changes in Federal and State Tax Law

Bond Counsel has not undertaken to advise in the future whether any events after the date of issuance of the Series 2026 A Bonds, including legislation, court decisions, or administrative actions, whether at the federal or state level, may affect the tax-exempt status of interest on the Series 2026 A Bonds or the tax consequences of ownership of the Series 2026 A Bonds. No assurance can be given that future legislation, if enacted into law, will not contain provisions which could directly or indirectly reduce the benefit of the exclusion of the interest on the Series 2026 A Bonds from gross income for federal income tax purposes or any state tax benefit. Tax reform proposals and deficit reduction measures, including the limitation of federal tax expenditures, are expected to be under ongoing consideration by the United States Congress. These efforts to date have included proposals to reduce the benefit of the interest exclusion from income for certain holders of tax-exempt bonds, including bonds issued prior to the proposed effective date of the applicable legislation. Future proposed changes could affect the market value or marketability of the Series 2026 A Bonds, and, if enacted, could also affect the tax treatment of all or a portion of the interest on the Series 2026 A Bonds for some or all holders. Holders should consult their own tax advisors with respect to any of the foregoing tax consequences.

In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Series 2026 A Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Series 2026 A Bonds or the market value thereof would be impacted thereby. Purchasers of the Series 2026 A Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Series 2026 A Bonds and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

[Original Issue Premium

The Series 2026 A Bonds maturing on June 1, 20__ (the "Premium Bonds") were sold to the public at a price in excess of their stated redemption price (the principal amount) at their call date prior to maturity. The difference between the amount payable at the call date of the Premium Bonds that minimizes the yield to a purchaser of a Premium Bond and the tax basis to a purchaser (in either case, other than a purchaser who holds a Premium Bond as inventory, stock in trade or for sale to customers in the ordinary course of business) will be "bond premium." A purchaser of a Premium Bond will be required to decrease his or her

adjusted basis in the Premium Bond by the amount of amortizable bond premium attributable to each taxable year he or she holds the Premium Bond. The amount of amortizable bond premium attributable to a taxable year will be determined at a constant interest rate compounded annually. The amortizable bond premium attributable to a taxable year is not deductible for federal income tax purposes. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Bond.

Owners of Premium Bonds should consult their own tax advisors as to the determination for federal income tax purposes of the amount of bond premium properly accruable in any period with respect to the Premium Bonds as to other federal tax consequences, and the treatment of the bond premium for purposes of state and local taxes on, or based on, income.]

[Original Issue Discount

Original issue discount ("OID") is the excess, if any, of the stated redemption price at maturity over the issue price of the Series 2026 A Bonds. The issue price is the initial offering price to the public, excluding underwriters and other intermediaries, at which price a substantial amount of the debt instrument was sold. The Series 2026 A Bonds maturing on June 1, 20__ (the "Discount Bonds") were sold with OID. For federal income tax purposes, OID accrues to the owner of a Discount Bond over the period to maturity based on the constant yield method, compounded annually (or over a shorter permitted compounding interval selected by the owner). The portion of the OID that accrues during the period of ownership of a Discount Bond (i) will be interest excludable from the owners' gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Series 2026 A Bonds, and (ii) will be added to the owner's tax basis for purposes of determining a gain or loss on the maturity, redemption, prior sale or other disposition of that Discount Bond. A purchaser of a Discount Bond in the initial public offering at the price for that Discount Bond stated on the inside front cover page of this Official Statement who holds that Discount Bond to maturity will realize no gain or loss upon the retirement of that Discount Bond.

Owners of Discount Bonds should consult their own tax advisors as to the determination for federal income tax purposes of the amount of OID properly accruable in any period with respect to the Discount Bonds as to other federal tax consequences, and the treatment of the OID for purposes of state and local taxes on, or based on, income.]

State Income Tax Exemption

In the opinion of Bond Counsel, under the Act, as presently written and applied, the Series 2026 A Bonds and the income and interest therefrom are exempt from all state income taxes imposed by the State, whether imposed on individuals, corporations or other persons, from State business franchise taxes, and from ad valorem property taxes.

CONTINUING DISCLOSURE

The Issuer has agreed to execute and deliver contemporaneously with the issuance of the Series 2026 A Bonds an agreement to undertake for the benefit of the Registered Owners of the Series 2026 A Bonds to provide certain financial information (the "Annual Information") not later than the last day of the fiscal year immediately following the end of each fiscal year of the Issuer, commencing with the report due for the fiscal year ending June 30, 2026, to the Electronic Municipal Market Access System ("EMMA") and to provide notice of the occurrence of the enumerated events listed therein to EMMA as required by Rule 15c2-12 promulgated by the U.S. Securities and Exchange Commission (the "Rule"). See "APPENDIX E – FORM OF CONTINUING DISCLOSURE AGREEMENT" attached hereto. The Annual

Information and each notice of Enumerated Events will be filed electronically by MuniCap, as dissemination agent, on behalf of the Issuer, with EMMA.

This continuing disclosure obligation is being undertaken by the Issuer to assist the Underwriter in complying with the Rule. The Issuer has agreed to give notice in a timely manner to EMMA of any failure to supply the requested information. However, any such failure will not constitute a default under the terms of the Series 2026 A Bonds or the Indenture. Registered Owners may contact the County Administrator of the County Commission, 229 South 3rd Street, Clarksburg, West Virginia 26301 for more information. Under the Continuing Disclosure Agreement, a Bondholder's sole remedy for such failure is to seek an order for specific performance. Any failure to comply with the continuing disclosure requirements described above shall not, however, constitute an event of default under the Series 2026 A Bonds or the Indenture.

Prior Continuing Disclosure Compliance

The Issuer is subject to continuing disclosure obligations under existing continuing disclosure agreements entered (each a "Prior Undertaking") into by the Issuer pursuant to the Rule with respect to the outstanding (i) The County Commission of Harrison County, West Virginia Tax Increment Revenue and Refunding Bonds (Charles Pointe Project No. 2 – North Land Bay Improvements), Series 2008 A, (ii) The County Commission of Harrison County, West Virginia Tax Increment Revenue and Refunding Bonds (Charles Pointe Project No. 2 – South Land Bay Improvements), Series 2008 B; and (iii) Harrison County Building Commission Lease Revenue Bonds, Series 2020 (General Services Administration Building Project) (the "2020 Lease Revenue Bonds"). The Issuer has not maintained compliance with all of the filing requirements contained in the Prior Undertaking for the 2020 Lease Revenue Bonds during the past five years. Instances of such non-compliance are described in the following paragraph. The Issuer has not made a determination as to the materiality of such failures to comply with its Prior Undertaking for the 2020 Lease Revenue Bonds.

2020 Lease Revenue Bonds

In the past five years, in connection with the Prior Undertaking for the 2020 Lease Revenue Bonds, the Issuer failed to timely file its audited financial statements for the fiscal years ending June 30, 2021 through 2024, and, for the fiscal years ending June 30, 2023 and 2024, failed to file its unaudited financial statements in the event the audited financial statements were not available when due, as required by the Prior Undertaking for the 2020 Lease Revenue Bonds. For the fiscal years ending June 30, 2021 and 2022, the Issuer did file its unaudited financial statements when the audited financial statements were not available when due, albeit not timely. In each of the foregoing instances, the Issuer also failed to file Notices of Failure to File in connection with each of foregoing failures to file. All such audited financial statements have since been filed as of the date hereof.

The Issuer has put procedures in place to help ensure that the unaudited and audited financial statements of the Issuer are filed with EMMA in a timely fashion as required by the Issuer's continuing disclosure undertakings.

NO RATING

The Issuer has not and does not contemplate making application to any rating agency for assignment of a rating to the initial offering of the Series 2026 A Bonds.

TRUSTEE

Wesbanco Bank, Inc., which is acting as the Trustee, is a West Virginia banking corporation duly organized and existing under the laws of the State and is duly authorized to exercise corporate trust powers in the State. The Trustee's principal corporate trust office is located at One Bank Plaza, Wheeling, West Virginia 26003.

EXPERTS

The references herein to MuniCap, as the consultant for the TIF District, have been approved by it, and the attached "APPENDIX B – TAX INCREMENT REVENUE REPORT" included in this Official Statement should be read in its entirety for complete information with respect to the subjects discussed therein.

The Airport Authority has retained Crews Municipal Advisors, a division of First Security Municipal Advisors, Inc. ("Crews"), as municipal advisor in connection with certain aspects of the issuance of the Series 2026 A Bonds. In its role as municipal advisor, Crews has not audited, authenticated or otherwise verified the information in this Official Statement, including the appendices, or other information available to the Airport Authority with respect to the appropriateness, accuracy and completeness of disclosure of the information, and no guaranty, warranty or other representation is made by Crews respecting the accuracy and completeness of the information or any other matter related to the information. Crews has provided advice to the Airport Authority regarding the Series 2026 A Bonds, including the structuring of the Series 2026 A Bonds. Crews has also commented on certain legal documents, including this Official Statement.

UNDERWRITER

Piper Sandler & Co., as Underwriter, has agreed, subject to certain conditions, to purchase from the Issuer the Series 2026 A Bonds at an aggregate purchase price (net of accrued interest) of $_____ (par less Underwriter's discount of $_____ [plus][less] a [net] original issue [premium][discount] of $_____). The Underwriter will be obligated to purchase all of the Series 2026 A Bonds if any are purchased. The Series 2026 A Bonds may be offered and sold to certain dealers (including investment trusts, certain of which may be sponsored or managed by the Underwriter) at prices lower than the public offering price stated on the cover page of this Official Statement, and such public offering price also may be changed without prior notice, from time to time, by the Underwriter.

Piper Sandler & Co. has entered into a distribution agreement ("Distribution Agreement") with Charles Schwab & Co., Inc. ("CS&Co.") for the retail distribution of certain securities offerings, including the Series 2026 A Bonds, at the original issue prices. Pursuant to the Distribution Agreement, CS&Co. will purchase Series 2026 A Bonds from Piper Sandler & Co. at the original issue price less a negotiated portion of the selling concession applicable to any Series 2026 A Bonds that CS&Co. sells.

MISCELLANEOUS

The references herein to the Act, the Indenture and all other documents are brief outlines of certain provisions of such documents and do not purport to be complete. Reference is made to the Act, the Indenture and all other documents referenced herein for full and complete statements of their provisions. The form of the Indenture is attached hereto as APPENDIX A and, following delivery of the Series 2026 A Bonds, the Indenture will be on file at the office of the Trustee.

Copies of the Bond Order, the Indenture, the Act, the Continuing Disclosure Agreement and other applicable documents may be obtained from the Issuer at the following address:

The County Commission of Harrison County
Attention: County Administrator
229 South 3rd Street
Clarksburg, West Virginia 26301

The agreements of the Issuer with the Holders of the Series 2026 A Bonds are fully set forth in the Indenture, and neither any advertisement of the Series 2026 A Bonds nor this Official Statement is to be construed as constituting a contract or agreement among the Issuer, the Trustee, the Underwriter or the Owners of any Series 2026 A Bonds. Any statement made in this Official Statement involving matters of opinion or of estimates or projections, whether expressly so stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates or projections will be realized. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the information presented herein since the date hereof.

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The delivery and use of this Official Statement have been authorized by the Issuer.

THE COUNTY COMMISSION OF HARRISON COUNTY

By: _____
Title: President

APPENDIX A

FORM OF INDENTURE OF TRUST

APPENDIX B

TAX INCREMENT REVENUE REPORT

APPENDIX C

AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDING JUNE 30, 2025 OF THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

APPENDIX D

FORM OF OPINION OF BOND COUNSEL

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT

DRAFT 11.10.26

BOND PURCHASE AGREEMENT

between

THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

and

PIPER SANDLER & CO.

Dated as of December __, 2026

$_____
Tax Increment Revenue Bonds
Series 2026 A
(Harrison County Development District No. 6 –
North Central West Virginia Airport)

BOND PURCHASE AGREEMENT

1. Parties and Relevant Dates

Issuer: The County Commission of Harrison County, West Virginia

Underwriter: Piper Sandler & Co.

Securities: $_____ Tax Increment Revenue Bonds, Series 2026 A (Harrison County Development District No. 6 – North Central West Virginia Airport)

Acceptance Deadline: December __, 2026, ____ p.m. (eastern prevailing time).

Effective Date and Time of Formal Award: December __, 2026, 10:00 a.m. (eastern prevailing time).

Closing Date: December __, 2026

2. Defined Terms

All capitalized terms used in this Agreement and not otherwise defined are used as defined in the Authorizing Law or the Official Statement:

Acceptance Deadline: The date set forth in Section 1, being the date and time by which the Issuer must accept this Agreement.

Accountants: West Virginia State Auditor, the public accountants of the Issuer.

Act: Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended.

Agreement: This Bond Purchase Agreement, dated the Effective Date, including **Schedule I** attached hereto.

Authorizing Law: The bond authorizing resolution and order adopted and entered by the Issuer on November __, 2026, authorizing the issuance of the Securities, as amended and supplemented to the Closing Date.

Bond Counsel: Steptoe & Johnson PLLC.

Closing Date: The date set forth in Section 1 of this Agreement, being the date of the issuance and delivery of the Securities.

Continuing Disclosure Undertaking: The continuing disclosure undertaking or agreement entered into by the Issuer with respect to the Securities in accordance with Rule 15c2-12.

Creditors' Rights Laws: Limitations on enforceability as may result from bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally from time to time in effect and from the application of general principles of equity and from public policy limitations on the exercise of any rights to indemnification and contribution.

DTC: The Depository Trust Company.

Effective Date and Time: The date and time that this Agreement is effective, as set forth in Section 1 of this Agreement.

End of the Underwriting Period: The later of (i) the Closing Date or (ii) when the Underwriter no longer retains an unsold balance of the Securities.

Exchange Act: The Securities Exchange Act of 1934, as amended.

Excluded Sections: For purposes of the representations and warranties of the Issuer set forth in Section 9(a)(viii), the indemnification provisions set forth in Section 16 and the opinion of Issuer's Counsel required pursuant to Section 13, the "Excluded Sections" of the Preliminary Official Statement and the Official Statement shall be: (i) the section describing DTC and its book-entry-only procedures and (ii) the section captioned "UNDERWRITING" if provided in writing by the Underwriter.

Good Faith Deposit: The amount to be provided as a good faith deposit by the Underwriter to the Issuer, if and to the extent set forth in this Agreement under Section 7.

Indenture: The Indenture of Trust dated December __, 2026, between the Issuer and the Trustee.

Issuer: The Issuer of the Securities, identified in Section 1.

Issuer Documents: All financing documents to which the Issuer is a party relating to the issuance of and security for the Securities, as such documents are amended and supplemented to the Closing Date, including, but not limited to:

(i) this Agreement,

(ii) the Continuing Disclosure Undertaking, and

(iii) other applicable financing or operative documents to which the Issuer is a party, as such documents are amended and supplemented to the Closing Date, including the Indenture.

Issuer's Counsel: Steptoe & Johnson PLLC.

Official Statement: Official Statement dated December __, 2026, relating to the Securities, together with all appendices or exhibits, any materials incorporated by reference therein and any amendments or supplements thereto.

MSRB: Municipal Securities Rulemaking Board.

Paying Agent: Wesbanco Bank, Inc., acting as paying agent for the Securities.

Preliminary Official Statement: Preliminary Official Statement dated November __, 2026, relating to the Securities, together with all appendices or exhibits, any materials incorporated by reference therein and any amendments or supplements thereto.

Primary Offering Disclosure Period: The period commencing with the first submission to an underwriter of an order for the purchase of the Securities or the purchase of such Securities from the Issuer, whichever first occurs, and ending 25 days after the final delivery by the Issuer or its agent of all Securities to or through the underwriting syndicate or sole underwriter.

Purchase Price: The amount specified in Section 5 as the Purchase Price to be paid by the Underwriter at the Closing for the purchase of the Securities on the Closing Date.

Rule 15c2-12: Rule 15c2-12 promulgated by the SEC under the Exchange Act.

Rule G-34 Documents: (i) The Indenture and any supplemental indentures or any other authorizing document under which the Securities were issued; (ii) any amendments, extensions, renewals, replacements or terminations thereof; and (iii) any other document required to comply with MSRB Rule G-34(c), as it may be amended from time to time; and, in each case where required to be delivered, such delivery shall be by electronic means in a word-searchable PDF file labeled with the following information: (a) CUSIP number; (b) name of issuer; (c) name of transaction; (d) name of document; and (e) whether the document is an execution version or a redacted version.

SEC: Securities and Exchange Commission of the United States.

Securities: The Securities identified in Section 1 on the first page of this Agreement, as more specifically described in **Schedule I**.

Securities Act: The Securities Act of 1933, as amended.

State: State of West Virginia.

Trustee: Wesbanco Bank, Inc., acting as trustee and/or paying agent for the Securities.

Trust Estate: The taxes, revenues and/or other funds pledged or otherwise identified by the Issuer as security or the source of payment for the Securities as set forth in the Indenture.

Trust Indenture Act: Trust Indenture Act of 1939, as amended.

Underwriter: The firm identified as such in Section 1 of this Agreement.

Underwriter's Counsel: Jackson Kelly PLLC.

3. Offer to Purchase the Securities; Execution of Terms and Acceptance

The Issuer and the Underwriter are entering into this Agreement, to provide for the purchase and sale of the Securities. The Securities are further described in **Schedule I**.

The Underwriter hereby offers to purchase all (but not less than all) of the Securities from, and to enter into this Agreement with, the Issuer. This offer is subject to acceptance by the Issuer by the Acceptance Deadline and, if not so accepted, will be subject to withdrawal by the Underwriter by written notice delivered to the Issuer at any time prior to acceptance. The Issuer shall accept this Agreement by their execution hereof. Upon such execution, the Agreement will be binding upon the Underwriter and the Issuer. This Agreement is effective as of the Effective Date and Time.

4. Purchase of the Securities

The Underwriter shall purchase from the Issuer, and the Issuer shall sell to the Underwriter, all (but not less than all) of the Securities on the Closing Date at the aggregate Purchase Price set forth below, plus accrued interest, if any. The Securities shall bear interest at the rates per annum, mature on the dates, be sold to the public at the prices and be subject to optional and mandatory redemption prior to maturity and to such other terms and provisions, all as set forth in **Schedule I**. The Securities otherwise shall be as

described in the Official Statement, the Authorizing Law and the Issuer Documents. The Underwriter's agreement to purchase the Securities from the Issuer is made in reliance upon the Issuer's representations, covenants and warranties and on the terms and conditions set forth in this Agreement.

The Issuer acknowledges and agrees that: (i) the primary role of Piper Sandler & Co., as an underwriter, is to purchase securities for resale to investors in an arms-length commercial transaction between the Issuer and Piper Sandler & Co. and that Piper Sandler & Co. has financial and other interests that differ from those of the Issuer; (ii) Piper Sandler & Co. is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer or any other person or entity and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether Piper Sandler & Co. has provided other services or is currently providing other services to the Issuer on other matters); (iii) the only obligations Piper Sandler & Co. has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (iv) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein.

5. Purchase Price

The Purchase Price of the Securities is $_____ (representing the principal amount of the Securities, less an Underwriter's discount of $_____.00, and plus/less an [a net] original issue premium/discount of $_____), plus accrued interest, if any, to the Closing Date. The Purchase Price shall be payable on the Closing Date by the Underwriter to or as directed by the Issuer by wire transfer in immediately available funds. In accordance with Section 18, the Underwriter also will be reimbursed for those out-of-pocket expenses described therein.

6. Public Offering

The Underwriter agrees to make a bona fide initial public offering of all the Securities in compliance with federal and state securities laws, at a price not in excess of the initial offering price set forth in the Official Statement. The Underwriter may change the initial offering price or prices as they deem necessary in connection with the offering of the Securities without any requirement of prior notice and may offer and sell the Securities to certain institutions at prices lower than those stated in the Official Statement. Upon the request of Bond Counsel, the Underwriter shall execute and deliver prior to the Closing an issue price certificate or similar certificate in form and substance reasonably satisfactory to Bond Counsel and the Underwriter.

7. Good Faith Deposit

No Good Faith Deposit will be delivered.

8. Official Statement

The Issuer hereby consents to and ratifies the use and distribution by the Underwriter of the Preliminary Official Statement in connection with the public offering of the Securities by the Underwriter, and further confirms the authority of the Underwriter to use, and consents to the use of, the final Official Statement with respect to the Securities in connection with the public offering and sale of the Securities. The Issuer hereby represents and warrants that the Preliminary Official Statement previously furnished to the Underwriter was "deemed final" by the Issuer as of its date for purposes of Rule 15c2-12, except for permitted omissions.

(a) The Issuer, at its cost, shall provide, or cause to be provided, to the Underwriter within seven business days after the date of this Agreement (or within such shorter period as may be approved by the Underwriter or required by applicable rule) such number of copies of a final Official Statement as reasonably requested by the Underwriter, but in sufficient quantity to permit the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12, and Rule G-32 and any other applicable rules of the SEC and the MSRB.

(b) The Issuer authorizes the Underwriter to file, to the extent required by any applicable SEC or MSRB rule, and the Underwriter agrees to so file, the Official Statement with the MSRB or its designee. If an amended Official Statement is prepared during the "primary offering disclosure period," and if required by any applicable SEC or MSRB rule, the Underwriter also shall make the required filings of the amended Official Statement. The Issuer shall provide the Underwriter with the information necessary to complete MSRB Form G-32 for all filings to be made under this Section 8.

(c) The Preliminary Official Statement and the Official Statement may be delivered in printed and a "designated electronic format" as defined in the MSRB's Rule G-32 and as may be agreed by the Issuer and the Underwriter. If the Official Statement has been prepared in electronic form, the Issuer hereby confirms that it does not object to distribution of the Official Statement in electronic form.

(d) The Issuer shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter. The Issuer covenants to notify the Underwriter promptly if, on or prior to the 25th day after the End of the Underwriting Period (or such other period as may be agreed to by the Issuer and the Underwriter), any event shall occur, or information comes to the attention of the Issuer, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and if in the opinion of the Underwriter such event requires the preparation and distribution of a supplement or amendment to the Official Statement, to prepare and furnish to the Underwriter, at the Issuer's expense, such number of copies of the supplement or amendment to the Official Statement, in (i) a "designated electronic format" consistent with the requirements of the MSRB's Rule G-32 and (ii) a printed format form in substance mutually agreed upon by the Issuer and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the Closing Date, the Issuer also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

9. Representations and Warranties

(a) Representations and Warranties of the Issuer. The Issuer hereby agrees with, and makes the following representations and warranties to, the Underwriter, as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing:

(i) The Issuer is duly created and existing under the constitution and laws of the State and has full legal right, power and authority under the constitution and laws of the State, including the Act, to enact the Authorizing Law, to execute and deliver the Issuer Documents and the Official Statement, to issue, sell and deliver the

Securities as provided herein, and to carry out and to consummate the transactions contemplated by the Authorizing Law, the Issuer Documents and the Official Statement.

(ii) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized and approved (A) the distribution of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement for use by the Underwriter in connection with the public offering of the Securities; (B) the issuance and sale of the Securities upon the terms set forth herein and as contemplated by the Authorizing Law, the Issuer Documents and the Official Statement; and (C) the execution and delivery of, and the performance by the Issuer of the obligations on its part contained in, the Securities, the Authorizing Law and the Issuer Documents.

(iii) At the time of its enactment, the Issuer had all necessary power and authority to enact the Authorizing Law and the Authorizing Law remains a valid resolution and order of the Issuer, enforceable in accordance with its terms.

(iv) The Issuer duly enacted the Authorizing Law at meetings duly called and held in accordance with applicable law and procedures of the Issuer, and since that time the Authorizing Law has not been rescinded, amended or modified.

(v) The Securities will be issued in conformity with and entitled to the benefit and security of the Authorizing Law and the Issuer Documents, including the pledge or application thereunder of the Trust Estate.

(vi) This Agreement constitutes a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms; the other Issuer Documents, when duly executed and delivered, will constitute the legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms; and the Securities, when issued, authenticated and delivered in accordance with the Issuer Documents and sold to the Underwriter as provided herein, will be the legal, valid and binding obligations of the Issuer enforceable in accordance with their terms; in all cases, except as the enforceability of this Agreement, the other Issuer Documents and the Securities may be limited by application of Creditors' Rights Laws.

(vii) Except as may be described in the Preliminary Official Statement or the Official Statement, the Issuer is not in breach of or default in any material respect under (if applicable) its charter documents, its articles of incorporation or its bylaws or under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is, or any of its property or assets are, otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the Issuer under any of the foregoing.

(viii) The adoption, execution and delivery of the Securities, the Authorizing Law and the Issuer Documents, and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a breach of or default under

any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its property or assets are otherwise subject, and such adoption, execution, delivery or compliance will not result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature upon the Trust Estate or the property or assets, if any, of the Issuer to be pledged to secure the Securities or under the terms of any such law, regulation or instrument, except as provided by the Securities, the Authorizing Law and the Issuer Documents.

(ix) All authorizations, approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect, the issuance of the Securities or the due performance by the Issuer of its obligations under the Authorizing Law, the Issuer Documents and the Securities have been duly obtained or will be obtained prior to the Closing, except for: (A) such authorizations, approvals, consents and orders, if any, as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Securities, and (B) authorizations, approvals, consents and orders that are required to be obtained or renewed periodically, such as budgets, licenses and permits.

(x) The Preliminary Official Statement as of its date did not, and the Official Statement as of its date does not and as of the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, that the Issuer makes no statement as to the Excluded Sections of the Preliminary Official Statement or the Official Statement.

(xi) The financial statements of the Issuer contained in the Preliminary Official Statement and the Official Statement fairly present the financial position and results of operations of the Issuer as of the dates and for the periods therein set forth in accordance with generally accepted accounting principles consistently applied, and, since the date thereof, there has been no material adverse change in the financial position or results of operations of the Issuer.

(xii) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, agency, public board or body, pending or, to the knowledge of the Issuer, threatened against the Issuer: (A) affecting the existence of the Issuer or the titles of its officers to their respective offices; (B) seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Securities or the pledge or collection by the Issuer of the Trust Estate or the making of any other required deposits with respect to the Securities; (C) in any way contesting or affecting the validity or enforceability of, or the power or authority of the Issuer to issue, adopt or to enter into (as applicable) the Securities, the Authorizing Law or the Issuer Documents; (D) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereto; (E) except as disclosed in the Official Statement, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the Issuer or would result in any material adverse change in the ability of the Issuer to pledge or apply the Trust Estate or to pay debt

service on the Securities; or (F) contesting the status of the interest on the Securities as excludable from gross income for federal income tax purposes or as exempt from any applicable state tax, in each case as described in the Official Statement.

(xiii) Subject to the exceptions identified herein, the Issuer has received all licenses, permits or other regulatory approvals required, if any, or will acquire same prior to such time in which they are required, for the pledge, collection and/or application by the Issuer of the Trust Estate and the completion of the 2026 A Project and the Issuer is not in material default, and no event has occurred which would constitute or result in a material default, under any such licenses, permits or approvals.

(xiv) The Issuer has entered or will enter into the Continuing Disclosure Undertaking and, unless otherwise described in the Official Statement or set forth below, the Issuer has not failed during the previous five years to comply in all material respects with any previous undertakings in a written continuing disclosure contract or agreement under Rule 15c2-12.

(xv) The Authorizing Law, the Issuer Documents and the Securities conform to the description thereof contained in the Official Statement.

(xvi) The Issuer has the legal authority to apply proceeds of the Securities for the purposes contemplated by the Authorizing Law and the Issuer Documents, including for the payment or reimbursement of incidental expenses in connection with the marketing, issuance and delivery of the Securities to the extent required by this Agreement and in compliance with applicable law.

(b) Covenants of the Issuer.

The Issuer hereby covenants with the Underwriter that:

(i) Prior to the Closing Date, except as otherwise contemplated by the Official Statement, the Issuer shall not create, assume or guarantee any indebtedness payable from, or pledge or otherwise encumber, the Trust Estate or other assets, properties, funds or interests that will be pledged as security for the Securities pursuant to the Issuer Documents.

(ii) The Issuer shall cooperate with the Underwriter in the qualification of the Securities for offering and sale and the determination of their eligibility for investment under the laws of such jurisdictions, to the extent applicable, as the Underwriter may request; provided, that the Issuer shall not be required to qualify as a foreign corporation in, or submit to the general jurisdiction of, any other state or to file any general or special consents to service of process under the laws of any jurisdiction.

(iii) Unless the Securities are being issued as taxable Securities, the Issuer shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from any applicable state tax, of the interest on the Securities.

(c) Representations and Warranties of the Underwriter. The Underwriter hereby agrees with, and makes the following representations and warranties to, the Issuer, as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing:

(i) The Underwriter is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.

(ii) This Agreement has been duly authorized, executed and delivered by the Underwriter and, assuming the due authorization, execution and delivery by the Issuer, is the legal, valid and binding obligation of the Underwriter enforceable in accordance with its terms, except as the enforceability of this Agreement may be limited by application of Creditors' Rights Laws.

(iii) The Underwriter represents that it is licensed by and registered with the Financial Industry Regulatory Authority as a broker-dealer and the MSRB as a municipal securities dealer.

10. Third-Party Credit Enhancement or Support

No Policy or Support Facility will be provided with respect to the Securities.

11. Ratings

No rating will be obtained with respect to the Securities.

12. Closing

(a) The delivery of and payment for the Securities shall be the "Closing" for the Securities and shall occur at or prior to 1:00 p.m., New York City time, on the Closing Date, or at such other time or on such other date as may be mutually agreed by the Underwriter and the Issuer.

(b) At the Closing, the Issuer shall deliver or cause to be delivered the Securities to DTC or to the Trustee or Paying Agent on behalf of the Underwriter, as further described in paragraph (c) below. The Securities shall be delivered in definitive form, duly executed by the Issuer and authenticated by the Trustee or Paying Agent, together with the other documents identified in Section 13. Subject to satisfaction of the conditions contained in this Agreement, the Underwriter will accept delivery of the Securities as described above and pay the Purchase Price, plus accrued interest, if any, on the Securities from their dated date to, but not including, the Closing Date, in immediately available funds, payable to the order of the Trustee or as otherwise directed by the Issuer. If as set forth in **Schedule I** the Underwriter is to be paid an underwriting commission (in lieu of receiving an underwriting discount), the Issuer shall pay the underwriting commission to the Underwriter in immediately available funds on the Closing Date.

(c) Delivery of the definitive Securities shall be made through the facilities of DTC's book-entry-only system in New York, New York, or at such other location as may be designated by the Underwriter prior to the Closing. The Securities will be delivered as fully-registered bonds, bearing CUSIP numbers, with a single bond for each maturity of each series of the Securities (or, if so provided in **Schedule I**, for each separate interest rate within a maturity), and registered in the name of Cede & Co., as nominee of DTC, which will act

as securities depository for the Securities. Unless otherwise requested by the Underwriter, the Securities will be delivered under DTC's FAST delivery system.

13. Closing Conditions

The Underwriter shall receive on the Closing Date, in form and substance satisfactory to Bond Counsel and to the Underwriter, each item specified below, unless waived by the Underwriter:

(a) The approving opinion of Bond Counsel, addressed to the Underwriter (or addressed to the Issuer with a reliance letter addressed to the Underwriter), dated the Closing Date, and in substantially the form included as APPENDIX D to the Official Statement.

(b) The supplemental opinion of Bond Counsel, addressed to the Underwriter and the Issuer, dated the Closing Date, to the effect that:

(i) this Agreement has been duly authorized, executed and delivered by the Issuer and constitutes the legal, valid and binding agreement of the Issuer, enforceable against the Issuer in accordance with its terms, except as such enforceability may be limited by Creditors' Rights Laws;

(ii) the statements and information contained in the Preliminary Official Statement as of its date and the Official Statement, as of its date and as of the date of such opinion, in the sections entitled "THE SERIES 2026 A BONDS" (except the subsection entitled "BOOK-ENTRY-ONLY SYSTEM"), "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 A BONDS," and "TAX MATTERS," relating to the Securities, the security and sources of payment for the Securities and the tax status of the Securities fairly and accurately summarize the provisions of the documents or matters of law indicated therein, as of such dates, and the statements describing the Authorizing Law and the Issuer Documents contained in the Official Statement in the sections entitled "THE SERIES 2026 A BONDS" (except the subsection entitled "BOOK-ENTRY-ONLY SYSTEM"), "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2026 A BONDS," "TAX INCREMENT FINANCING IN WEST VIRGINIA AND COLLECTIONS OF TAX INCREMENT REVENUES," and "CONTINUING DISCLOSURE" (except the subsection entitled "Prior Continuing Disclosure Compliance"), as of its date and as of the date of such opinion, fairly and accurately summarize the provisions of such documents purported to be summarized as of such dates provided that, no view need be expressed as to, any financial, forecast, technical or statistical data or as to the Excluded Sections of the Preliminary Official Statement as of its date and the Official Statement; and

(iii) the Securities are exempt from registration pursuant to the Securities Act and the Authorizing Law and any related trust indenture is exempt from qualification as an indenture pursuant to the Trust Indenture Act.

(c) The opinion of Issuer's Counsel addressed to the Underwriter and the Issuer, dated the Closing Date, to the effect that:

(i) the Issuer is duly created and existing under the constitution and laws of the State and has full legal right, power and authority under the constitution and laws of the State, including the Act, to adopt the Authorizing Law, to execute and deliver the

Issuer Documents and the Official Statement, and to issue the Securities and apply the proceeds thereof pursuant to the Authorizing Law and the Issuer Documents, and compliance with the provisions of each thereof will not conflict with or constitute a violation or breach of or default under any existing law or administrative rule or regulation, or, to the best of the knowledge of such counsel, any court order or decree, or any agreement, contract or other instrument to which the Issuer is a party or is otherwise subject or bound;

(ii) by all necessary official action of the Issuer, the Issuer has duly authorized and approved (1) the distribution of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement; (2) the issuance and sale of the Securities upon the terms set forth in the Authorizing Law, the Issuer Documents and the Official Statement; (3) the execution and delivery of, and the performance by the Issuer of the obligations on its part contained in, the Securities, the Authorizing Law and the Issuer Documents; and (4) the creation of the TIF District through the entering of the District Creation Order (as such term is defined in the Indenture);

(iii) the Authorizing Law and any other resolutions of the Issuer approving and authorizing the issuance and sale of the Securities, the distribution of the Preliminary Official Statement and the execution and delivery of the Issuer Documents and the Official Statement were duly adopted at one or more meetings of the Issuer that were called and held pursuant to all applicable laws and regulations, and with all public notice required by all applicable laws and regulations and at which a quorum was present and acting throughout;

(iv) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, agency, public board or body pending, or, to the knowledge of such counsel, threatened against the Issuer: (1) affecting the existence of the Issuer or the titles of its officers to their respective offices; (2) seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Securities or the pledge or collection by the Issuer of the Trust Estate or the making of any other required deposits with respect to the Securities; (3) in any way contesting or affecting the validity or enforceability of, or the power or authority of the Issuer to issue, adopt or to enter into (as applicable), the Securities, the Authorizing Law or the Issuer Documents; (4) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereto; (5) except as disclosed in the Official Statement, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the TIF District or would result in any material adverse change in the ability of the Issuer to pledge the Trust Estate or to pay debt service on the Securities; (6) contesting the status of the interest on the Securities as excludable from gross income for federal income tax purposes or as exempt from any applicable state tax, in each case as described in the Official Statement; (7) affecting the creation of the TIF District; or (8) seeking to prohibit, restrain or enjoin the completion of the 2026 A Project;

(v) the distribution of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement have been duly authorized by the Issuer; nothing has come to the attention of such counsel that would lead them to believe that the information and statements in the Preliminary Official Statement as of its

date and the Official Statement, as of its date and as of the date of such opinion, contained or contain any untrue statement of a material fact or omitted or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, no view need be expressed as to any financial, forecast, technical or statistical data or as to the Excluded Sections of the Preliminary Official Statement as of its date and the Official Statement; and

(vi) all authorizations, approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction that are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect, the due performance by the Issuer of its obligations under the Authorizing Law, the Issuer Documents and the Securities have been duly obtained, except for: (1) such approvals, consents and orders as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Securities and (2) authorizations, approvals, consents and orders that are required to be obtained or renewed periodically, such as budgets, licenses and permits.

(d) The opinion of counsel to the Trustee addressed to the Underwriter and the Issuer, dated the Closing Date, addressing such matters as reasonably may be requested by the Underwriter and Bond Counsel.

(e) The opinion of Underwriter's Counsel, addressed to the Underwriter, dated the Closing Date, to the effect that the Securities are exempt from registration under the Securities Act and the Authorizing Law and any related trust indenture are exempt from qualification under the Trust Indenture Act. In addition, such counsel shall state in its letter containing the foregoing opinion or in a separate letter addressed to the Underwriter that, without having undertaken to determine independently, or to assume responsibility for, the accuracy, completeness or fairness thereof, and based solely on their participation in meetings and telephone conferences at which representatives of the Issuer, Bond Counsel and the Underwriter were at various times present, nothing has come to the attention of such counsel that would lead them to believe that the information and statements in the Preliminary Official Statement as of its date and the Official Statement, as of its date and as of the date of such letter, contained or contain any untrue statement of a material fact or omitted or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, that no view need be expressed as to the financial statements of the Issuer, any other financial, forecast, technical or statistical data, and any information in the Preliminary Official Statement as of its date and the Official Statement respecting DTC.

(f) A certificate dated the Closing Date of an authorized officer of the Issuer to the effect that:

(i) the representations and warranties of the Issuer contained in this Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date;

(ii) the Issuer has complied with all of the agreements and satisfied all of the conditions on its part contained in this Agreement to be performed or satisfied at or prior to the Closing;

(iii) no event affecting the Issuer has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the Closing Date any statement or information contained in the Preliminary Official Statement or the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect; and

(iv) there is no action, suit, proceeding or investigation before or by any court or public board or body pending or threatened against the Issuer to restrain or enjoin the issuance, execution or delivery of the Securities or in any manner questioning the proceedings or authority for the issuance of the Securities or affecting directly or indirectly the validity of the Securities or of any provisions made or authorized for their payment or contesting the existence of the Issuer or the title of any of its officers to their respective offices.

(g) A certificate of an officer of the Trustee, acceptable to the Underwriter, dated the Closing Date, to the effect that the Issuer Documents and other financing or operative documents relating to the Securities to which the Trustee is a party have been duly authorized, executed and delivered by the Trustee and, assuming due authorization, execution and delivery thereof by the Issuer and the other parties thereto, constitute valid and binding agreements of the Trustee enforceable against the Trustee in accordance with their terms, and the Securities have been authenticated in accordance with the Authorizing Law and the Issuer Documents by a duly authorized officer or signatory of the Trustee; and an incumbency certificate of the Trustee, in form and content acceptable to the Underwriter and Bond Counsel, dated the Closing Date, with respect to the officers or other signatories of the Trustee who have executed, authenticated and delivered the Securities, the Issuer Documents to which the Trustee is a party, and all other financing or operative documents relating to the Securities to be signed by the Trustee.

(h) A tax certificate or tax regulatory agreement, executed by a duly authorized officer of the Issuer, in form and substance satisfactory to Bond Counsel, setting forth, among other things, in the manner permitted by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the reasonable expectations of the Issuer as of the Closing Date as to the use of proceeds of the Securities and of any other funds of the Issuer expected to be used to pay debt service on the Securities and the facts and estimates on which such expectations are based, and stating that, to the best of knowledge and belief of such certifying officer, the expectations set forth therein are reasonable.

(i) A certificate, dated as of the Closing Date, of an authorized representative of each consultant, if any, to the Issuer, consenting to the references to the consultant in the Preliminary Official Statement and the Official Statement and, if applicable, consenting to the inclusion of any report of that consultant as an appendix to the Preliminary Official Statement and the Official Statement; and, to the effect that the information contained in the Official Statement with respect to the consultant and its report under the applicable specified caption(s) and appendix is accurate and did not as of its date and does not as of the Closing Date contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(j) An Information Return for Tax-Exempt Bond Issues (Internal Revenue Service Form 8038-G), with respect to the Securities in a form satisfactory to Bond Counsel for filing, executed by a duly authorized officer of the Issuer.

(k) A copy of the Blanket Letter of Representations to DTC relating to the Securities signed by the Issuer.

(l) A copy of the District Creation Order (as such term is defined in the Indenture).

(m) True and complete copies of all opinions, certificates and other documents delivered to the Trustee under the Authorizing Law and the Issuer Documents; and such additional legal opinions, certificates, instruments and other documents as the Underwriter or Bond Counsel reasonably may request, in form and substance satisfactory to the Underwriter or Bond Counsel, as the case may be, to evidence (A) compliance by the Issuer with legal requirements reasonably relating to the transactions contemplated by the Official Statement and this Agreement; (B) the truth and completeness, as of the date thereof, of the statements and information contained in the Preliminary Official Statement; (C) the truth and completeness, as of the date thereof and as of the time of the Closing, of the statements and information contained in the Official Statement; (D) the truth and completeness, as of the time of the Closing, of the representations and warranties of the Issuer contained in this Agreement and the certificates and other documents referred to in this Agreement; and (E) the due performance or satisfaction by the Issuer at or prior to the Closing of all agreements then to be satisfied.

14. Issue Price Certificate

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Securities and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Securities.

(b) The Issuer will treat the first price at which 10% of each maturity of the Securities (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Securities. If at that time the 10% test has not been satisfied as to any maturity of the Securities, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Securities of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Securities of that maturity or (ii) the 10% test has been satisfied as to the Securities of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Issuer or bond counsel. For purposes of this Section, if Securities mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Securities.

(c) The Underwriter confirms that it has offered the Securities to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. Schedule I also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Securities for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree

that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Securities, the Underwriter will neither offer nor sell unsold Securities of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5^{th}) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Securities to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Securities to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(1) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Securities to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Securities of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Securities of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Securities of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Securities that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Securities to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(2) any selling group agreement relating to the initial sale of the Securities to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Securities to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Securities of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Securities of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer

that the 10% test has been satisfied as to the Securities of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Issuer acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Securities to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Securities, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Securities, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Securities to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Securities, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Securities, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Securities, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Securities.

(f) The Underwriter acknowledges that sales of any Securities to any person that is a related party to an underwriter participating in the initial sale of the Securities to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) "public" means any person other than an underwriter or a related party,

(2) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Securities to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Securities to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Securities to the public),

(3) a purchaser of any of the Securities is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(4) "sale date" means the date of execution of this Bond Purchase Agreement by all parties.

15. Accountants' Letter

No Accountants' letters consenting to inclusion of the Issuer's audit in the Preliminary Official Statement and Official Statement will be delivered in connection with issuance of the Securities.

16. Indemnification and Contribution

(a) To the extent permitted by applicable law, the Issuer agrees to indemnify and hold harmless the Underwriter, and each person, if any, who controls (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) the Underwriter, and their directors, officers, agents and employees, against any and all losses, claims, damages, liabilities and expenses to which the Underwriter may become subject, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof), arise out of or are based upon (i) a claim in connection with the public offering of the Securities to the effect that the Securities or any related security are required to be registered under the Securities Act or any indenture is required to be qualified under the Trust Indenture Act, or (ii) any statement or information supplied by the Issuer and contained in the Preliminary Official Statement or in the Official Statement that is or is alleged to be untrue or incorrect in any material respect, or any omission or alleged omission of any statement or information supplied by the Issuer and contained in the Preliminary Official Statement or the Official Statement (other than in the Excluded Sections) that is necessary in order to make the statements therein not misleading. The foregoing indemnity agreement shall be in addition to any liability that the Issuer otherwise may have.

(b) The Underwriter will indemnify and hold harmless the Issuer, their members, directors, officers, agents and employees, and each person who controls the Issuer within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, to the same extent as the foregoing indemnity from the Issuer to the Underwriter, but only with reference to the statements under the caption "Underwriting" in the Preliminary Official Statement and the Official Statement.

(c) In case any claim shall be made or action brought against an indemnified party for which indemnity may be sought against any indemnifying party as provided above, the indemnified party shall promptly notify the indemnifying party in writing setting forth the particulars of such claim or action; but the omission to so notify the indemnifying party (i) shall not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) shall not relieve it from any liability which it may have to any indemnified party otherwise than under paragraph (a) or (b) above. The indemnifying party shall assume the defense thereof, including the retention of counsel acceptable to such indemnified party and the payment of all expenses and shall have the right to negotiate and consent to settlement. An indemnified party shall have the right to retain separate counsel in any such action and to participate in the defense thereof but the fees and expenses of such counsel shall be at the expense of such indemnified party unless the employment of such counsel has been specifically authorized by the indemnifying party or the indemnifying party shall not have employed counsel reasonably acceptable to the indemnified party to have charge of the defense of such action or proceeding or the indemnified party shall have reasonably concluded that there may be defenses available to it which are different from or additional to those available to the indemnifying party (in which case the indemnifying party shall not have the right to direct the defense of such action or proceeding on behalf of the indemnified party), in any of

which events, such legal or other expenses shall be borne by the indemnifying party. No party shall be liable for any settlement of any action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any action with or without written consent of the indemnifying party, the indemnifying party agrees to indemnify and hold harmless the indemnified parties to the extent of the indemnities set forth above from and against any loss or liability by reason of such settlement or judgment. Any such settlement must include an unconditional release of each indemnified party from all liability arising out of such action.

(d) If the indemnification provided for above is unenforceable, or is unavailable to an indemnifying party in respect of any losses, claims, damages or liabilities (or actions in respect thereof) of the type subject to indemnification herein, then the indemnifying party shall, in lieu of indemnifying such person, contribute to the amount paid or payable by such person as a result of such losses, claims, damages, or liabilities (or actions in respect thereof) to the extent permitted by law. In the case of the Issuer and the Underwriter, contribution shall be in such proportion as is appropriate to reflect the relative benefits received by the Issuer, on the one hand, and the Underwriter, on the other, from the sale of the Securities. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then the indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Issuer, on the one hand, and the Underwriter, on the other, in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or action in respect thereof), as well as any other relevant equitable considerations, to the extent permitted by law. The relative benefits received by the Issuer on the one hand and the Underwriter on the other shall be deemed to be in the same proportion as the total net proceeds of sale of the Securities paid to the Issuer pursuant to this Agreement (before deducting expenses) bear to the underwriting discount or commission received by the Underwriter. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Issuer or the Underwriter and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Issuer and the Underwriter agree that it would not be just and equitable if contribution pursuant to this paragraph were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this paragraph. The amount paid or payable by any person as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above shall be deemed to include any legal or other expenses reasonably incurred by such person in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this paragraph, however, the Underwriter shall not be required to contribute an amount in excess of the amount of the underwriting discount or commission applicable to the purchase of the Securities. No person guilty of fraudulent misrepresentation (within the meaning of Section 10(b) of the Securities Act) shall be entitled to contribution or indemnification from any person who was not guilty of such fraudulent misrepresentation.

17. Termination

The Underwriter shall have the right to cancel its obligation to purchase the Securities and to terminate this Agreement by written notice to the Issuer if, between the Effective Date to and including the

Closing Date, in the Underwriter's sole and reasonable judgment any of the following events shall occur (each a "Termination Event"):

(a) the market price or marketability of the Securities, or the ability of the Underwriter to enforce contracts for the sale of the Securities, shall be materially adversely affected by any of the following events:

(i) legislation shall have been enacted by the Congress of the United States or the Legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Securities, provided that this paragraph (a)(i) shall not apply if the Securities are being issued as taxable Securities; or

(ii) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere; or

(iii) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(iv) legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Securities, the Bond Legislation or the Issuer Documents, or any comparable securities of the Issuer, are not exempt from the registration, qualification or other requirements of the Securities Act or the Trust Indenture Act or otherwise, or would be in violation of any provision of the federal securities laws; or

(v) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the Issuer shall have occurred; or

(b) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Official Statement but should be

reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Issuer refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Securities or the ability of the Underwriter to enforce contracts for the sale of the Securities; or

(c) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(d) a material disruption in securities settlement, payment or clearance services affecting the Securities shall have occurred; or

(e) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(f) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Securities, including the underlying obligations as contemplated by this Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Securities, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act.

Upon the occurrence of a Termination Event and the termination of this Agreement by the Underwriter, all obligations of the Issuer and the Underwriter under this Agreement shall terminate, without further liability, except that the Issuer and the Underwriter shall pay their respective expenses as set forth in Section 18 of this Agreement.

18. Payment of Expenses

(a) The Underwriter shall be under no obligation to pay, and the Issuer shall pay from available funds or direct the Trustee under the Authorizing Law and the Issuer Documents to pay from the proceeds of the Securities (to the extent permitted under applicable law) or from other funds of the TIF District, all expenses that are incidental to the performance of the Issuer's obligations under this Agreement, including but not limited to: all expenses in connection with the printing of the Preliminary Official Statement, the Official Statement and any amendment or supplement to either; all expenses in connection with the printing, issuance and delivery of the Securities; the fees and expenses of Bond Counsel, Issuer's Counsel and Underwriter's Counsel; the fees and expenses of the Issuer's financial advisors, Accountants, any verification consultant and all other consultants; the fees and disbursements of any Trustee, any Paying Agent and any escrow agent, and their respective counsel; all expenses of the Issuer in connection with the preparation, printing, execution and delivery, and any recording or filing, of the Authorizing Law, any Issuer Document or any other instrument; the Issuer's administrative fees; all fees and expenses in connection with any interest rate swap agreement and related transactions; and all other expenses and costs of the Issuer incident to its obligations in connection with the authorization, issuance,

sale and distribution of the Securities. Unless the Issuer and the Underwriter otherwise agree, the Issuer shall pay for all incidental costs (including, but not limited to, transportation, lodging, meals and entertainment of Issuer personnel) incurred by or on behalf of the Issuer in connection with the marketing, issuance and delivery of the Securities.

(b) The Underwriter shall pay the costs of qualifying the Securities for sale in the various states chosen by the Underwriter, all advertising expenses in connection with the public offering of the Securities and all other expenses incurred by the Underwriter in connection with the public offering and distribution of the Securities.

19. Notices

Any notice or other communication to be given to the Issuer under this Agreement may be given by certified mail or by delivering the same in writing to the Issuer at: The County Commission of Harrison County, 229 South 3rd Street, Clarksburg, West Virginia 26301, Attention: County Administrator; and any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to the Underwriter at: Piper Sandler & Co., 405 Capitol Street, Suite 501, Charleston, West Virginia 25301, Attention: Managing Director, or to such other addresses as one party shall furnish the other in writing for receipt of notice.

20. Governing Law

This Agreement shall be governed by the laws of the State of West Virginia.

21. Miscellaneous

This Agreement is made solely for the benefit of the signatories hereto (including the Underwriter and its successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof. Neither the Issuer nor the Underwriter may assign this Agreement. The term "successor" shall not include any holder of any Securities merely by virtue of such holding. All representations, warranties, agreements and indemnities contained in this Agreement shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Securities and any termination of this Agreement. Section headings have been included in this Agreement as a matter of convenience of reference only and are not to be used in the interpretation of any provisions of this Agreement. If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, because it conflicts with any provisions of any constitution, statute, rule of public policy or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

22. Counterparts

This Agreement may be executed in one or more counterparts with the same force and effect as if all signatures appeared on a single instrument.

23. Signatures

Upon execution by the Issuer and the Underwriter, this Agreement shall be binding upon the Issuer and the Underwriter as of the Effective Date and Time.

ACCEPTED AND AGREED:

THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

By:_____
Name: Susan J. Thomas
Title: President

PIPER SANDLER & CO.

By:_____
Name: Joseph Nassif
Title: Managing Director

Schedule I
Terms of the Securities

$_____
The County Commission of Harrison County
Tax Increment Revenue Bonds
Series 2026 A
(Harrison County Development District No. 6 –
North Central West Virginia Airport)

$_____ _____% Term Bond Due June 1, 20__ Price: _____ Yield _____% CUSIP: _____
$_____ _____% Term Bond Due June 1, 20__ Price: _____ Yield _____% CUSIP: _____

Optional Redemption:

The Series 2026 A Bonds are subject to optional redemption prior to their stated maturity on and after June 1, 20__, at the option of the Issuer, as a whole, or in part, at any time, at a Redemption Price equal to 100% of the principal amount thereof then being redeemed, plus interest thereon to the date set for redemption.

Mandatory Redemption:

A. Mandatory Sinking Fund Redemption. The Series 2026 A Bonds maturing June 1, 20__ and June 1, 20__, are subject to mandatory redemption prior to maturity from Sinking Fund Installments on June 1 of each year as set forth below (each, a "Mandatory Redemption Date").

The Series 2026 A Bonds maturing on June 1, 20__ and June 1, 20__, are subject to mandatory redemption prior to maturity on the applicable Mandatory Redemption Dates from Sinking Fund Installments, at a Redemption Price of 100% of the principal amount redeemed, plus interest accrued to the applicable Mandatory Redemption Date in the principal amounts set forth below:

Series 2026 A Bonds Maturing on June 1, 20__:

Date (June 1)	**Principal Amount**
20__*	$

* Final Maturity

Series 2026 A Bonds Maturing on June 1, 20__:

Date (June 1)	**Principal Amount**
20__*	$

* Final Maturity

Extraordinary Mandatory Redemption from Project Fund:

The Series 2026 A Bonds are subject to extraordinary mandatory redemption and payment prior to maturity at the option of the Issuer at a Redemption Price equal to 100% of the principal amount thereof then being redeemed, with no redemption premium or penalty, plus accrued interest from any funds remaining on deposit in the Series 2026 A Bonds Project Fund on the earlier of either (i) the date on which the Certificate of Completion is filed with the Issuer, the Trustee and the Benedum Airport Authority, or (ii) the date which is three (3) years from the Date of Issue of the Series 2026 A Bonds which funds have been transferred to the Series 2026 A Bonds Redemption Account within the Series 2026 A Bonds Debt Service Fund pursuant to Section 4.03B of the Indenture.

EXHIBIT A
FORM OF ISSUE PRICE CERTIFICATE

$_____
The County Commission of Harrison County
Tax Increment Revenue Bonds
Series 2026 A
(Harrison County Development District No. 6 –
North Central West Virginia Airport)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of PIPER SANDLER & CO. (the "Underwriter"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Series 2026 A Bonds").

1. Sale of the General Rule Maturities. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of each such Maturity of the Series 2026 A Bonds was sold to the Public is the respective price listed in Schedule A.

2. Initial Offering Price of the Hold-the-Offering-Price Maturities.

(a) Select Maturities Use Hold-the-Offering-Price Rule: The Underwriter has offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Series 2026 A Bonds is attached to this certificate as Schedule B.

(b) Select Maturities Use Hold-the-Offering-Price Rule: For each Maturity of the Hold-the-Offering-Price Maturities, the Underwriter will neither offer nor sell any of the unsold Series 2026 A Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "Hold-the-Offering-Price Rule"). No Underwriter has offered or sold any unsold Series 2026 A Bonds of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Series 2026 A Bonds during the Holding Period.

3. Defined Terms.

(a) "General Rule Maturities" means those Maturities of the Series 2026 A Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) "Hold-the-Offering-Price Maturities" means those Maturities of the Series 2026 A Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) "Holding Period" means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (December __, 2026), or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) "Issuer" means The County Commission of Harrison County, West Virginia.

(e) "Maturity" means Series 2026 A Bonds with the same credit and payment terms. Series 2026 A Bonds with different maturity dates, or Series 2026 A Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) "Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Series 2026 A Bonds. The Sale Date of the Series 2026 A Bonds is December __, 2026.

(h) "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2026 A Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2026 A Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2026 A Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Series 2026 A Bonds, and by Steptoe & Johnson PLLC in connection with rendering its opinion that the interest on the Series 2026 A Bonds is excludable from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Series 2026 A Bonds.

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PIPER SANDLER & CO.

By:_____
Its: Managing Director

Dated: _____, 2026

SCHEDULE A
SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

GENERAL RULE MATURITIES

$_____ _____% Term Bond Due June 1, 20__ Price: _____ Yield _____% CUSIP: _____
$_____ _____% Term Bond Due June 1, 20__ Price: _____ Yield _____% CUSIP: _____

HOLD-THE-OFFERING-PRICE MATURITIES

N/A

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION

CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** dated as of December __, 2026 (this "***Disclosure Agreement***") is executed and delivered by The County Commission of Harrison County, West Virginia (the "***Issuer***"), and MuniCap, Inc., as dissemination agent (the "***Dissemination Agent***"), in connection with the issuance by the Issuer of its $_____ Tax Increment Revenue Bonds, Series 2026 A (Harrison County Development District No. 6 – North Central West Virginia Airport) (the "***Series 2026 A Bonds***") pursuant to a Indenture of Trust, dated December __, 2026 (the **"*Indenture*"**), between the Issuer and Wesbanco Bank, Inc., as trustee (the **"*Trustee*"**). The Series 2026 A Bonds are to be issued by the Issuer, pursuant to and in accordance with the provisions of Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended (the **"*TIF Act*"**). In accordance with the Indenture and in consideration of the mutual covenants and agreements herein, the Issuer and the Dissemination Agent, as applicable, covenant as follows:

1. Purpose of Agreement. The Issuer and Dissemination Agent are entering into this Disclosure Agreement for the benefit of the Beneficial Owners (defined herein) of the Series 2026 A Bonds and in order to assist the Underwriter (defined herein) in complying with the Rule (defined herein). In the event of any conflict between the Rule and this Disclosure Agreement, this Disclosure Agreement shall be interpreted and/or modified, as appropriate, so that it complies with and is consistent with the Rule.

2. Definitions. In addition to the definitions set forth in the Official Statement (defined herein) and the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Disclosure Agreement, the following capitalized terms shall have the following meanings:

"Annual Financial Information" means the financial information (which shall be based on financial statements prepared in accordance with generally accepted accounting principles ("GAAP")) and Operating Data with respect to the Issuer, provided at least annually, which Annual Financial Information shall include Audited Financial Statements if available on the Due Date, and, if not then available, unaudited financial statements.

"Audited Financial Statements" means the Issuer's annual financial statements, prepared in accordance with GAAP, which financial statements shall have been audited by a firm of independent certified public accountants.

"*Beneficial Owner*" means any registered owner of any of the Series 2026 A Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2026 A Bonds (including persons holding Series 2026 A Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2026 A Bonds for federal income tax purposes.

"*Business Day*" means any day other than a Saturday, Sunday or day on which the Dissemination Agent is scheduled in the normal course of its operations to close and is closed for conduct of its operations.

"*Disclosure Representative*" shall mean the County Administrator of the Issuer or such person's designee, or such other person as the Issuer shall designate in writing from time to time.

"***Dissemination Agent***" means MuniCap, Inc., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer.

"Due Date" means the last day of the Fiscal Year immediately following each Fiscal Year end.

"*EMMA*" means the Electronic Municipal Market Access system for municipal securities disclosures operated by the MSRB, which can be accessed at www.emma.msrb.org.

"Event of Bankruptcy" shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) in this definition; *provided however*, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"***Fiscal Year***" means the fiscal year of the Issuer, which as of the date hereof is July 1 through June 30 of the following year.

"*Material Events*" means any of the events listed in **Section 4(a)** hereof.

"*MSRB*" means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

"***Official Statement***" means the Official Statement dated December __, 2026, used in connection with the offering of the Series 2026 A Bonds.

"Operating Data" shall mean the operating data of the type included in that section of the Official Statement entitled "TAX INCREMENT FINANCING IN WEST VIRGINIA AND COLLECTIONS OF TAX INCREMENT REVENUES" and specifically operating data regarding the TIF District and the Tax Increment Revenues for the most recent fiscal year, as reflected in the "Form of Filing of Operating Data" attached hereto as **EXHIBIT A**. The Issuer may amend and/or modify the Form of Filing of Operating Data one or more times prior to the maturity of the Series 2026 A Bonds if such amendment or modification, in the reasonable opinion of the Issuer, at its sole discretion, provides either more information, or additional clarity with respect to information being provided.

"Rule" means Rule 15c2-12, promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"*Underwriter*" means Piper Sandler & Co., as the underwriter for the Series 2026 A Bonds required to comply with the Rule in connection with the offering of the Series 2026 A Bonds.

3. Provision of Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than each Due Date, commencing with the report for the Fiscal Year ending June 30, 2026, provide to EMMA Annual Financial Information, which is consistent with the requirements of this **Section 3**.

(b) The Annual Financial Information shall contain or include by reference the following information:

(i) The Issuer's Audited Financial Statements for the preceding Fiscal Year if available on the Due Date, and if not then available, unaudited financial statements with the Issuer's Audited Financial Statements to be provided promptly upon becoming available and in any event no later than thirty (30) days after receipt thereof from the Issuer's auditors; and

(ii) Operating Data of the Issuer for such preceding Fiscal Year, prepared from the records of the Issuer, specifically and in the form attached as **EXHIBIT A** hereto, consisting of updates to the tables set forth therein.

(c) Any or all of the items listed in subsection (b) above may be included by specific reference to other documents, including official statements or limited offering memoranda of debt issues with respect to which the Issuer is an "obligated person" (as defined by the Rule), which have been filed with the MSRB and are available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement or limited offering memorandum, it must be available from the MSRB on EMMA. The Issuer shall clearly identify each such other document so included by reference. In each case, the Annual Financial Information may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in this Section 3. The Annual Financial Information shall be provided to the MSRB in such manner and format as prescribed by the MSRB.

(d) Not later than five **(5)** Business Days before each Due Date, the Issuer shall either (1) provide the Annual Financial Information to the Dissemination Agent, with written instructions to file the Annual Financial Information as specified in **Section 3(b)**, or (2) provide written notice to the Dissemination Agent that the Issuer has filed the Annual Financial Information with the MSRB (or will do so prior to the applicable Due Date).

(e) Unless the Issuer has filed the Annual Financial Information with the MSRB, the Dissemination Agent shall file the Annual Financial Information promptly following receipt of the Annual Financial Information, with the MSRB and file a report with the Issuer (and the Trustee if the Trustee is not the Dissemination Agent) confirming that the Annual Financial Information has been filed pursuant to this Disclosure Agreement, and stating the date it was filed with the MSRB.

(f) The Dissemination Agent shall send written notice (which may be by e-mail), no later than thirty **(30)** days prior to each Due Date, reminding the Issuer, of its obligation to provide to the Dissemination Agent the information required in the Annual Financial Information.

(g) If the Dissemination Agent shall not have received the Annual Financial Information by the Due Date, the Dissemination Agent shall so notify the MSRB within five **(5)** Business Days following the Due Date. Such notice shall be in substantially the form attached hereto as **Exhibit B**.

4. Reporting of Material Events.

(a) No later than ten **(10)** Business Days after the occurrence of any of the following events, the Issuer shall give, or cause to be given to the MSRB by the Dissemination Agent, through EMMA, notice of the occurrence of any of the following events with respect to the Series 2026 A Bonds:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions; the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2026 A Bonds, or other material events affecting the tax status of the Series 2026 A Bonds;

(7) modifications to rights of holders of Series 2026 A Bonds, if material;

(8) bond calls, if material, and, whether or not material, tender offers;

(9) defeasances;

(10) release, substitution or sale of property securing repayment of the Series 2026 A Bonds, if material;

(11) rating changes;

(12) an Event of Bankruptcy or similar event of the Issuer;

(13) the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, or the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions other than pursuant to its terms, in each case if material;

(14) the appointment of a successor or additional trustee, whether or not material, or the change of name of a trustee, if material;

(15) incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

(b) If the Dissemination Agent shall obtain actual knowledge of the occurrence of any event that it believes may constitute a Material Event, the Dissemination Agent shall promptly contact the Disclosure Representative, or such other person as the Issuer shall designate in writing to the Dissemination Agent from time to time, in writing and inform such person of such event, and request that the Issuer promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection (d) of this **Section 4**. If in response to a request under this subsection (b), the Issuer determines that the event does not constitute a Material Event, the Issuer shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent whether or not to report the occurrence pursuant to subsection (d) of this **Section 4**.

(c) Whenever the Issuer obtains knowledge of the occurrence of a Material Event, because of a notice from the Dissemination Agent pursuant to **Section 4(b)** hereof or otherwise, the Issuer shall promptly notify and instruct the Dissemination Agent in writing to report the occurrence pursuant to **Section 4(d)** hereof.

(d) If the Dissemination Agent receives written instructions from the Issuer to report the occurrence of a Material Event pursuant to this **Section 4**, the Dissemination Agent shall promptly file a notice of such occurrence with the MSRB, with a copy to the Issuer. If the Indenture provides that notice of either of the Material Events described in subsections (a)(8) and (9) of this **Section 4** be provided to the registered owners of affected Series 2026 A Bonds, then notwithstanding the foregoing requirements of this subsection, notice of such Material Event need not be given under this subsection any earlier than the notice of the underlying event provided under the Indenture.

5. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2026 A Bonds. If the Issuer's obligations, respectively, under this Disclosure Agreement or the Indenture are assumed in full by some other entity, such person shall be responsible for compliance with this Disclosure Agreement in the same manner as if it were the Issuer, as applicable, and the Issuer, as applicable, shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Series 2026 A Bonds, the Issuer, as applicable, shall give notice of such termination or substitution in the same manner as for a Material Event under **Section 4(b)** hereof.

6. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign as dissemination agent hereunder at any time upon 30 days prior written notice to the Issuer. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation any Annual Financial Information) prepared by the Issuer pursuant to this Disclosure Agreement. The initial Dissemination Agent is MuniCap, Inc.

7. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the Issuer and the Dissemination Agent with its written opinion that the undertaking of the Issuer contained herein, as so amended or after giving effect to such waiver,

is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Disclosure Agreement.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment or waiver in the next Annual Financial Information, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (1) notice of such change shall be given in the same manner as for a Material Event under **Section 4** hereof, and (2) the Annual Financial Information for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

8. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Financial Information or notice of occurrence of a Material Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Financial Information or notice of occurrence of a Material Event, in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall not have any obligation under this Disclosure Agreement to update such information or include it in any future Annual Financial Information or notice of occurrence of a Material Event.

9. Default. If the Issuer or the Dissemination Agent fails to comply with any provision of this Disclosure Agreement, the Underwriter, any Beneficial Owner or the Trustee may (and, at the request of the Underwriter or the Owners of more than 50% aggregate principal amount of Outstanding Series 2026A Bonds and receipt of indemnity satisfactory to the Trustee, shall) take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an event of default under the Indenture, the Development Agreement or the Series 2026 A Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer or the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance.

10. Duties and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The obligations of the Issuer under this Disclosure Agreement shall survive the resignation or removal of the Dissemination Agent. The Issuer or its successors or assigns shall pay or cause to be timely paid, the fees, charges and expenses of the Dissemination Agent in connection with the performance of its duties under this Disclosure Agreement, and, to the extent permitted by law, the Issuer agrees to indemnify and hold the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall not be responsible for the information provided to it by the Issuer or any other party for inclusion in the Annual Financial Information or the Issuer's failure to submit a complete Annual Financial Information to the MSRB. The Dissemination Agent is not responsible for ensuring the compliance with any rule or regulation of the Issuer or the Underwriter in connection with the filing of information herein but is merely responsible for the filing of any such information provided to the Dissemination Agent by the Issuer

11. Notices. Any notices or communications to or among any of the parties to this Disclosure Agreement may be given by registered or certified mail, return receipt requested, or by confirmed facsimile, or delivered in person or by overnight courier, and will be deemed given on the second day following the date on which the notice or communication is so mailed, as follows:

To the Issuer:	The County Commission of Harrison County, West Virginia 229 South 3rd Street Clarksburg, West Virginia 26301 Attention: County Administrator
To the Dissemination Agent:	MuniCap, Inc. 8965 Guilford Road, Suite 210 Columbia, Maryland 21046 Attention: President

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

12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Trustee, the Underwriter, and Beneficial Owners from time to time of the Series 2026 A Bonds and shall create no rights in any other person or entity.

13. Severability. If any provision in this Disclosure Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14. Governing Law. This Disclosure Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

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

16. Electronic Transactions. The arrangement described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[*Signatures appear on the following pages*]

IN WITNESS WHEREOF, the Issuer and the Dissemination Agent have caused this Disclosure Agreement to be executed as of the day and year first above written.

THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

By:_____
Name: Susan J. Thomas
Title: President

MUNICAP, INC.,
as Dissemination Agent

By:_____
Name: Keenan Rice
Title: President

EXHIBIT A

FORM OF FILING OF OPERATING DATA

This report is prepared and delivered pursuant to the Continuing Disclosure Agreement dated as of December __, 2026, between The County Commission of Harrison County, West Virginia, and MuniCap, Inc., as dissemination agent.

Operating Data for Fiscal Year ended:	June 30, 20__.
Name of Issuer:	The County Commission of Harrison County, West Virginia
Name of Bond Issue:	$_____ The County Commission of Harrison County Tax Increment Revenue Bonds, Series 2026 A (Harrison County Development District No. 6 – North Central West Virginia Airport)
CUSIP Nos.	_____
Name of Obligated Person:	The County Commission of Harrison County, West Virginia
Date of Issuance:	December __, 2026

MuniCap, Inc., as Dissemination Agent
on behalf of The County Commission of Harrison County, West Virginia

[ADD INFORMATION]

EXHIBIT B

NOTICE OF FAILURE TO FILE ANNUAL FINANCIAL INFORMATION

Name of Issuer:	The County Commission of Harrison County, West Virginia
Name of Bond Issue:	$_____ The County Commission of Harrison County Tax Increment Revenue Bonds, Series 2026 A (Harrison County Development District No. 6 – North Central West Virginia Airport)
CUSIP Nos.	_____
Name of Obligated Person:	The County Commission of Harrison County, West Virginia
Date of Issuance:	December __, 2026

NOTICE IS HEREBY GIVEN that the Issuer has not filed Annual Financial Information with respect to the above-named Bonds as required by the Continuing Disclosure Agreement dated as of _____, 2026, between the Issuer and MuniCap, Inc., as Dissemination Agent. [The Issuer has informed the Dissemination Agent that the Issuer anticipates that the Annual Financial Information will be filed by _____.]

Dated: _____ ___, _____

MuniCap, Inc., as Dissemination Agent
on behalf of The County Commission of Harrison County, West Virginia

cc: The County Commission of Harrison County, West Virginia

PROJECT DEVELOPMENT AGREEMENT

by and between

THE COUNTY COMMISSION OF HARRISON COUNTY
as Issuer

And

BENEDUM AIRPORT AUTHORITY
as Project Developer

Dated _____, 2026

$_____
The County Commission of Harrison County
Tax Increment Revenue Bonds
Series 2026 A
(Harrison County Development District No. 6 – North Central West Virginia Airport)

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PROJECT DEVELOPMENT AGREEMENT

THIS PROJECT DEVELOPMENT AGREEMENT dated _____, 2026, by and between **THE COUNTY COMMISSION OF HARRISON COUNTY**, a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia (the "Issuer") and **BENEDUM AIRPORT AUTHORITY**, a West Virginia public corporation (the "Project Developer").

RECITALS

WHEREAS, the Issuer is authorized by the West Virginia Tax Increment Financing Act, Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended (the "Act"), to create a development or redevelopment project area or district, cause project plans to be prepared and establish a special tax increment financing fund with respect to such development or redevelopment district, into which certain incremental real and personal property tax revenues generated therein are deposited for the purpose of providing funds for the development, redevelopment, revitalization and renovation of the development or redevelopment district and to issue bonds from time to time to fulfill one or more of the purposes of the Act;

WHEREAS, pursuant to the Act, the Issuer, on October 31, 2018, following all necessary actions, publications, public hearings and approvals, entered an Order (the "District and Project Approval Order") approving and creating a development district in Harrison County (the "County") to be known as The County Commission of Harrison County Development District No. 6 – North Central West Virginia Airport (the "TIF District") as a development district under the provisions of the Act and, approving a project plan for the TIF District known as Project Plan No. 1 (the "Project Plan") and establishing a tax increment financing fund for the TIF District (the "TIF Fund");

WHEREAS, the initial Project Plan for the TIF District provides for the design, permitting, acquisition, construction and equipping of site, infrastructure and other improvements, both public and private, that will facilitate industrial and/or commercial development within the TIF District, including, but not limited to, the following:

- Waterworks, sewerage, stormwater, telecommunications, cable, fiber optic, electric, natural gas and related infrastructure improvements;
- Construction of roads, sidewalks, street lighting, traffic signals and other roadway and streetscape improvements and related appurtenances;
- Acquisition of land within the TIF District or outside of the TIF District but contiguous to the TIF District and which contain or will contain infrastructure or other facilities which serve the TIF District in order to facilitate industrial and/or commercial development;
- Demolition, site preparation and excavation and other earthwork necessary for and incidental to the construction and installation of infrastructure and other

improvements, both public and private, that will facilitate industrial and/or commercial development within the TIF District;

- Demolition, site preparation, excavation and other earthwork necessary for and incidental to the construction of new private industrial and/or commercial development projects within the TIF District;
- Other related improvements, extensions, renovations and additions, both public and private; and
- All professional service fees and consultant fees in connection with the foregoing, including but not limited to engineering and other design fees, legal fees, fees of property tax revenue consultants, property tax consultants, trustees, continuing disclosure agents and all fees and costs incurred in connection with the preparation and approval of the Project Plan.

WHEREAS, the Project Developer has utilized proceeds of the 2025 WVEDA Loan (hereinafter defined) to pay costs of constructing the Terminal Facilities (hereinafter defined);

WHEREAS, the Project Developer has completed the construction of the Terminal Facilities and now desires to repay in full and discharge the 2025 WVEDA Loan;

WHEREAS, the Project Developer desires to undertake the design, acquisition, construction and equipping of a portion of the Project Plan (the "2026 A Project") initially contemplated to include the design, acquisition, construction and equipping of a road within the TIF District from West Virginia Route 279, also known as Jerry Dove Drive, providing access to the Terminal Facilities, the West Virginia Aerotech Park and surrounds (the "Airport Road");

WHEREAS, the Issuer has heretofore entered on _____, 2026, a Bond Authorizing Resolution and Order (the "Bond Authorizing Order" or "Bond Order") authorizing the issuance of (a) its Tax Increment Revenue Bonds, Series 2026 A (Harrison County Development District No. 6 – North Central West Virginia Airport) (the "Series 2026 A Bonds"), for the purposes of: (i) repaying in full the 2025 WVEDA Loan; (ii) financing costs of the 2026 A Project; (iii) funding a reserve fund for the Series 2026 A Bonds; and (iv) paying costs of issuance of the Series 2026 A Bonds and related costs;

WHEREAS, the Project Developer will be the contracting party with respect to the construction of the 2026 A Project;

WHEREAS, the Issuer hereby appoints the Project Developer as developer for the 2026 A Project and desires for the Project Developer to proceed with the 2026 A Project as expeditiously as possible in the manner provided for herein;

WHEREAS, the repayment of the 2025 WVEDA Loan and the financing and construction of the 2026 A Project will benefit the inhabitants of the County, will increase opportunities for employment in the County and will help in establishing a balanced and diversified economy within the County, and the health, happiness, right of gainful employment and general welfare of the citizens and residents of the County will be promoted by the

repayment of the 2025 WVEDA Loan and the financing and construction of the 2026 A Project as aforesaid, and such actions are public purposes under the TIF Act; and

WHEREAS, the Project Developer and the Issuer wish to provide (a) for the repayment in full of the 2025 WVEDA Loan; (b) for the design, acquisition, construction and equipping of the 2026 A Project; and (c) for the requisitioning and disbursement of proceeds of the Series 2026 A Bonds for the (i) repayment in full of the 2025 WVEDA Loan, (ii) payment of costs of the 2026 A Project, (iii) payment of Costs of Issuance (hereinafter defined) of the Series 2026 A Bonds, and (iv) payment of Administrative Expenses (hereinafter defined) of the TIF District, together with other matters relating thereto by entering into this Project Development Agreement and issuing the Series 2026 A Bonds under the Act, the Bond Authorizing Order and the Indenture (hereinafter defined).

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the receipt and adequacy of which is hereby acknowledged by the parties hereto, the Issuer and the Project Developer hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions.

The following terms shall have the meanings ascribed to them in this Article I for purposes of this Project Development Agreement. Unless otherwise indicated, any other terms, capitalized or not, when used herein and if defined in the Indenture, shall have the meanings ascribed to them in the Indenture.

"Act" means the West Virginia Tax Increment Financing Act, Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended.

"Administrative Expenses" shall have the meaning as provided in the Indenture.

"Airport Road" means the road to be constructed within the TIF District from West Virginia Route 279, also known as Jerry Dove Drive, providing access to the Terminal Facilities, the West Virginia Aerotech Park and surrounds.

"Annual Report" means the reports regarding the TIF District required to be published and submitted to the Secretary of the West Virginia Division of Economic Development prior to each October 1, as set forth and described in Section 15 of the Act.

"Authorized Officer" means, with respect to the Issuer, the President of the Issuer or such other officer or employee as shall be designated by resolution of the Issuer and with respect to the Project Developer, the Executive Director or President of the Project Developer or such other officer or officers or members of the Project Developer as shall be designated by resolution of the Project Developer, all for the purpose of executing notices, requisitions, certificates and other documents delivered in connection with this Project Development Agreement.

"Authorizing Legislation" means, collectively, the Act and the Bond Authorizing Order.

"Bond Authorizing Order" or **"Bond Order"** means the Resolution and Order adopted by the Issuer on _____, 2026, authorizing the issuance of the Series 2026 A Bonds by the Issuer and related matters.

"Bond Counsel" means any attorney or firm of attorneys selected by the Issuer and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities, and shall initially mean Steptoe & Johnson PLLC, Bridgeport, West Virginia.

"Code" means the Internal Revenue Code of 1986, as amended, and Treasury Regulations issued thereunder, regarding the exemption from federal income taxation of interest on the Series 2026 A Bonds.

"Completion Date" means the date on which the 2026 A Project is completed as evidenced by a Certificate of Completion, the form of which is attached as **Exhibit B - Form of Certificate of Completion**, attached hereto, delivered by the Resident Project Representative to the Project Developer, the Issuer and the Trustee.

"Construction Contracts" means the Construction Contracts, by and between the Project Developer and the contractors named therein, relating to the design, acquisition, construction and equipping of the 2026 A Project.

"Consulting Engineer" means any consulting engineer or architect engaged by the Project Developer in connection with the design, acquisition, construction and equipping of the 2026 A Project.

"Costs of Issuance" means costs directly related and necessary to the issuance of the Series 2026 A Bonds which are paid or reimbursed from proceeds of the Series 2026 A Bonds.

"Cost of Issuance Requisition" means a requisition for payment of the Costs of Issuance of the Series 2026 A Bonds in the form attached as Exhibit C to the Indenture.

"Costs of the 2026 A Project" means the costs of design, acquisition, construction and equipping of the 2026 A Project permitted by the Act and the Indenture and anticipated to be paid or reimbursed from proceeds of the Series 2026 A Bonds.

"County" means Harrison County, West Virginia.

"District and Project Approval Order" means the Order entered by the Issuer on October 31, 2018, following all necessary actions, publications, public hearings and approvals, which, among other things, approved and created the TIF District, approved the Project Plan and established the TIF Fund for the TIF District.

"Effective Date" means the date on which the Series 2026 A Bonds are issued pursuant to the Indenture.

"Enabling Legislation" means Chapter 31 (Senate Bill No. 15), Acts of the West Virginia Legislature of 1960, which said Act was amended and reenacted by Chapter 213 (House Bill No. 1088), Acts of the Legislature of 1967, as supplemented by Chapter 8, Article 29 of the West Virginia Code.

"Indenture" means the Indenture of Trust for the Series 2026 A Bonds, dated _____, 2026, by and between the Issuer and the Trustee as the same is supplemented and amended from time to time.

"Issuer" means The County Commission of Harrison County, a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia.

"Marion County Commission" means The County Commission of Marion County, a public corporation and governing body of Marion County, a political subdivision of the State of West Virginia.

"Payment Request" means a request for payment of Costs of the 2026 A Project, Costs of Issuance, or Administrative Expenses accompanied by either (i) **Exhibit B** to the Indenture **- Form of Requisition for Payment from Series 2026 A Bonds Project Fund**, (ii) **Exhibit C** to the Indenture - **Form of Requisition for Payment from Series 2026 A Bonds Costs of Issuance Fund**, or (iii) **Exhibit D** to the Indenture – **Form of Requisition for Payment From TIF District Administrative Expense Fund**.

"Payment Security" and **"Performance Security"** means the payment and performance bonds as prescribed in the Construction Contracts.

"Project Cost Requisition" means a requisition for payment of the Costs of the 2026 A Project in the form attached as **Exhibit B** to the Indenture.

"Project Developer" means Benedum Airport Authority, a West Virginia public corporation.

"Project Development Agreement" means this Project Development Agreement dated _____, 2026, by and between the Issuer and the Project Developer, as amended and supplemented from time to time.

"**Project Plan"** means the Project Plan for the TIF District approved by the District and Project Approval Order and known as Project Plan No. 1.

"Resident Project Representative" means a representative of the Consulting Engineer for the 2026 A Project, or its successor, as designated in writing by the Project Developer to the Issuer and the Trustee from time to time.

"Series 2026 A Bonds" means The County Commission of Harrison County Tax Increment Revenue Bonds, Series 2026 A (Harrison County Development District No. 6 – North Central West Virginia Airport) authorized to be issued pursuant to the Indenture.

"Series 2026 A Bonds Costs of Issuance Fund" means the fund by that name created by Section 4.01 of the Indenture.

"Series 2026 A Bonds Project Fund" means the fund by that name created by Section 4.01 of the Indenture.

"State" means the State of West Virginia.

"Tax Certificate" means the Tax Certificate and Agreement of the Issuer, with certain provisions agreed to by the Project Developer, dated as of the date of this Project Development Agreement, relating to compliance of the Issuer and the Project Developer with certain provisions of the Code regarding maintenance of the exemption of interest on the Series 2026 A Bonds from gross income of the holder thereof.

"Tax Increment Revenues" means the regular levy property taxes attributable to the amount by which the current assessed value of real and tangible personal property, excluding personal motor vehicles, personal trailers, personal boats, personal campers, personal motor

homes, personal ATVs and personal motorcycles, having a tax situs in the TIF District exceeds the base assessed value of such property.

"Terminal Facilities" means the new airport terminal, parking area and related buildings and facilities constructed by the Benedum Airport Authority at the North Central West Virginia Airport at an approximate cost of $27,235,000.

"TIF District" means that certain property tax increment financing district created by the Issuer pursuant to the District and Project Approval Order under and pursuant to the Act and designated as The County Commission of Harrison County Development District No. 6 – North Central West Virginia Airport.

"TIF District Administrative Expense Fund" means the fund by that name created by Section 4.01 of the Indenture.

"TIF Fund" means the tax increment financing fund created and established by the Issuer for the TIF District pursuant to the District and Project Approval Order.

"Trustee" means the trustee for the Series 2026 A Bonds pursuant to the Indenture and shall initially mean Wesbanco Bank, Inc., Wheeling, West Virginia.

"2025 WVEDA Loan" means the Promissory Note, dated May 22, 2025, pursuant to which the Benedum Airport Authority promised to pay to the order of the West Virginia Economic Development Authority the sum of $10,000,000 which financing was provided by the West Virginia Economic Development Authority to fund a portion of the cost of constructing the Terminal Facilities.

"2026 A Project" means the capital improvements located in the TIF District or on land not in the TIF District that is contiguous to the TIF District and which contain infrastructure or other facilities which serve the TIF District which are included in the Project Plan and financed with proceeds of the Series 2026 A Bonds, initially contemplated to include the design, acquisition, construction and equipping of the Airport Road.

ARTICLE II
DESIGN, ACQUISITION, CONSTRUCTION AND EQUIPPING OF THE 2026 A PROJECT; REPAYMENT OF 2025 WVEDA LOAN

Section 2.01. Duty of the Project Developer to Design, Permit, Acquire, Construct and Equip the 2026 A Project.

(a) The Project Developer shall be responsible for the design, permitting, acquisition, construction and equipping of the 2026 A Project within or contiguous to and benefitting the TIF District in accordance with the plans and specifications prepared therefor by the Consulting Engineer and the Project Developer shall enter into all Construction Contracts which are necessary in connection therewith. In undertaking the design, acquisition, construction and equipping of the 2026 A Project, the Project Developer shall comply and shall ensure compliance by all of its contractors and sub-contractors, in all respects, with the provisions of the Act with respect to the public bidding and local labor market quota provisions contained in Section 14 of the Act. The Project Developer shall otherwise comply, and assure compliance by its contractors and subcontractors, with all applicable laws, rules, regulations and ordinances relating to the design, acquisition, construction and equipping of the 2026 A Project, including but not limited to, all permitting, land use, subdivision, building code and other requirements. The Project Developer has provided a cost estimate for the 2026 A Project planned to be paid or reimbursed with proceeds of the Series 2026 A Bonds, which is set forth and described in **Exhibit A** hereto.

(b) The Issuer must approve the public bidding of the 2026 A Project, or any component thereof, by the Project Developer before the Project Developer may proceed with such action. The bid specifications for design and/or construction of the 2026 A Project or any portion thereof will be prepared by or on behalf of the Project Developer and provided to the Issuer, along with a cost estimate, proposed construction schedule and schematic design of the Project, for review at least two weeks, or such lesser amount of time as is agreeable to the Issuer, prior to publication of the advertisement for bids. The bid specifications will comply with Chapter 5G, Article 1, Chapter 5, Article 22 and Chapter 5, Article 22A of the Code of the State of West Virginia, 1931, as amended (collectively, the "Bidding Statutes"), as applicable.

(c) Upon approval of the Issuer, the Project Developer will be responsible for the publication of all bid advertisements and all costs in connection therewith. Bid opening will be held at a mutually agreeable location in the presence of representatives of the Issuer and the Project Developer. The Project Developer will, in accordance with the provisions of the applicable Bidding Statutes, award each Construction Contract to the lowest qualified responsible bidder who shall have furnished satisfactory payment and performance bonds as well as required insurance coverages, subject to the right of the Project Developer to reject any and all bids.

Section 2.02. Independent Contractor.

In performing its obligations under the Construction Contracts and this Project Development Agreement, the Project Developer shall be deemed to be and is an independent

contractor and not the agent or employee of the Issuer. Except from the proceeds of the Series 2026 A Bonds, the Issuer shall not be responsible for making any payments under the Construction Contracts or construction subcontracts or pursuant to any other arrangements to any contractor, subcontractor, agent, consultant, employee or supplier of the Project Developer with respect to the design, acquisition, construction and equipping of the 2026 A Project, and the Project Developer shall be responsible for all such payments.

Section 2.03 Filing of Certificate of Completion.

The 2026 A Project shall be deemed to be completed upon the filing of a Certificate of Completion, the form of which is attached hereto and made a part hereof as **Exhibit B**, by the Resident Project Representative with the Issuer, the Trustee and the Project Developer.

Section 2.04 Repayment of 2025 WVEDA Loan.

At the time of closing on the issuance of the Series 2026 A Bonds the Issuer will utilize a portion of the Bond proceeds to repay in full, discharge and satisfy the 2025 WVEDA Loan.

ARTICLE III
CONSTRUCTION CONTRACTS

Section 3.01. Obligation of the Project Developer under Construction Contracts.

The Construction Contracts shall be entered into by the Project Developer and the Project Developer shall be entitled to carry out, amend, modify, and otherwise deal with the Construction Contracts as if this Project Development Agreement was not in effect, including the right to enforce or collect upon any Performance Security or Payment Security, the release of any collateral therefor, the approval of change orders (except as herein described), the acceptance of the improvements described therein, and the amendment, modification or termination of any Construction Contracts.

The Project Developer shall have the right to approve all change orders with respect to the construction of the 2026 A Project, or any component thereof, which do not materially change the design of the 2026 A Project, or any component thereof, as approved by the Issuer for public bidding as provided in Section 2.01 hereof. Any change order which would materially change the approved design of the 2026 A Project, or any component thereof, or any change order which, when combined with all previous change orders, would increase the Costs of the 2026 A Project by 10% or more, must be approved by the Issuer prior to execution and delivery by the Project Developer. A copy of all executed change orders shall be provided by the Project Developer to the Issuer upon request.

Section 3.02. Modification of Construction Contracts.

The Project Developer may change or modify any of the Construction Contracts, so long as such changes or modifications are consistent with the Authorizing Legislation, the Indenture and the Project Plan, and will provide notice to the Issuer of any such material changes or modifications. Notwithstanding the foregoing, all material change orders under the Construction Contracts shall follow the approval process described in Section 3.01 above.

Section 3.03. Performance Security and Payment Security.

Release of Performance Security and Payment Security required pursuant to the Construction Contracts shall be controlled by the terms of the Construction Contracts. Neither the submission of a Payment Request by the Project Developer pursuant to this Project Development Agreement nor the approval by the Issuer of any payment for the Costs of the 2026 A Project as provided herein shall be construed as the Issuer's approval or acceptance of the 2026 A Project or any portion thereof pursuant to the Construction Contracts, all of which shall be governed exclusively by the Construction Contracts applicable to the 2026 A Project or such portion thereof.

ARTICLE IV
FUNDING

Section 4.01. Scope of Project Development Agreement; Funding of 2026 A Project.

This Project Development Agreement is intended to facilitate the repayment in full of the 2025 WVEDA Loan as well as the funding or reimbursement by the Issuer of the Costs of the 2026 A Project from proceeds of the Series 2026 A Bonds and other moneys, if any, deposited in the Series 2026 A Bonds Project Fund, as applicable, and the subaccounts thereof which are held by the Trustee under the Indenture. This Project Development Agreement shall not involve the expenditure of, or an encumbrance on, any other funds or monies of the Issuer, general or special.

Section 4.02. Issuer Proceedings.

The Issuer has completed all necessary proceedings under the Act for the creation and establishment of the TIF District and the TIF Fund, the approval of the Project Plan and the issuance, sale and delivery of the Series 2026 A Bonds, and the principal amounts, rates, terms and conditions of the sale of the Series 2026 A Bonds have been approved and completed in all respects in accordance with the Authorizing Legislation.

Section 4.03. No Obligation of Issuer.

Neither the Issuer nor the Trustee shall be obligated to fund the Costs of the 2026 A Project, except from the proceeds of the Series 2026 A Bonds. The Issuer makes no warranty, express or implied, that the proceeds of the Series 2026 A Bonds and other funds deposited and held in the Series 2026 A Bonds Project Fund and the subaccounts thereof, together with any investment earnings thereon, or any other amounts on deposit with the Trustee pursuant to the Indenture and available to pay Costs of the 2026 A Project will be sufficient for the funding of all of the Costs of the 2026 A Project. The Project Developer shall complete, or cause to be completed, the 2026 A Project and pay all costs for components of the 2026 A Project for which a bid has been awarded and a construction contract executed, regardless of whether the proceeds of the Series 2026 A Bonds or moneys otherwise available pursuant to the Indenture are sufficient therefor.

Section 4.04. Funds.

The Issuer shall have no responsibility whatsoever to the Project Developer with respect to any investment of funds made by the Trustee under the Indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment provided that the Issuer does not direct the Trustee to make any investment not permitted to be made under the Indenture. The Project Developer acknowledges that the obligation of any owner of real property in the TIF District, including the Project Developer or any of its affiliates, members, officers, employees or related parties, to the extent of their ownership of any property in the TIF District, to pay property taxes, is not in any way affected by the availability of amounts in the Series 2026 A Bonds Project Fund to pay for all or any portion of the Costs of the 2026 A

Project, or the alleged or actual misconduct of the Issuer in the performance of its obligations under this Project Development Agreement, the Indenture, or any other agreement to which the Project Developer and the Issuer are signatories.

Section 4.05. Effect on Construction Contracts.

The Project Developer acknowledges that any lack of availability of proceeds of Series 2026 A Bonds to fund the Costs of the 2026 A Project shall in no way diminish the obligations of the Project Developer under the Construction Contracts.

ARTICLE V
PAYMENT

Section 5.01. Payment Generally.

The Issuer and the Project Developer shall only requisition proceeds of the Series 2026 A Bonds on deposit in the Series 2026 A Bonds Project Fund to pay Costs of the 2026 A Project in the manner provided herein, subject to the requirements of the Indenture. The Issuer shall only requisition proceeds of the Series 2026 A Bonds on deposit in the Series 2026 A Bonds Costs of Issuance Fund to pay Costs of Issuance of the Series 2026 A Bonds and shall only requisition the TIF District Administrative Expense Fund to pay Administrative Expenses of the TIF District in the manner provided herein, subject to the requirements of the Indenture. In no event may the Issuer or the Project Developer be required to requisition funds from any fund or account prior to the time that payment of the applicable Costs of the 2026 A Project, Costs of Issuance or Administrative Expenses are due and owing.

Section 5.02. Agreement to Fund Costs.

The Issuer agrees to cause amounts on deposit in the Series 2026 A Bonds Project Fund to be used to fund the Costs of the 2026 A Project and the amounts on deposit in the Series 2026 A Bonds Costs of Issuance Fund to be used to fund Costs of Issuance of the Series 2026 A Bonds, in accordance with the terms and conditions of this Project Development Agreement, subject to the requirements of the Indenture, and for no other purpose, unless this Project Development Agreement is terminated by the Issuer for default as provided herein.

Section 5.03. Payment Requests; Payment.

A. Series 2026 A Bonds Project Fund. Project Developer shall, so long as funds remain on deposit in the Series 2026 A Bonds Project Fund, no more frequently than monthly, unless permitted more frequently by the Issuer, prepare Project Cost Requisitions for the payment of the Costs of the 2026 A Project as the same are incurred, which Project Cost Requisitions shall be in the form of Exhibit B attached to the Indenture, and submit the same to the Issuer for approval. Any request for information reasonably deemed necessary by the Issuer to approve a payment request for the Costs of the 2026 A Project shall be made within seven (7) days of receipt of such Project Cost Requisition by the Issuer from the Project Developer. Upon receiving a Project Cost Requisition which has been duly executed by the Project Developer, and which contains supporting invoices and/or statements, or other similar supporting information, for payments requested, including proof of payment if the Project Developer is seeking reimbursement for invoices and/or statements previously paid, and upon receipt of any additional information reasonably deemed necessary by the Issuer, the Issuer shall consider such Requisition for approval at its next succeeding meeting in which such item can be legally placed on the agenda of the Issuer for such meeting.

The Issuer agrees that approval of a Project Cost Requisition shall not be withheld by the Issuer as long as such Project Cost Requisition is consistent with the Project Plan and the requirements of this Project Development Agreement, is supported by satisfactory invoices

and/or statements, as well as proof of prior payment of the same in the case of requested reimbursement, which have been submitted therewith, requests payment or reimbursement of Costs of the 2026 A Project then due and owing and not theretofore paid and/or reimbursed, and such costs are otherwise allowable expenditures under the TIF Act, the Project Plan and the Indenture. If a dispute arises regarding payment of any Project Cost Requisition, the Project Developer and Issuer agree to meet and confer within five (5) Business Days in an effort to resolve such dispute as expeditiously as possible.

If the Issuer has approved a Project Cost Requisition, the Issuer shall then submit such Requisition to the Trustee for the payment or reimbursement of the Costs of the 2026 A Project within two (2) Business Days of such approval. Upon receiving a Project Cost Requisition which has been duly prepared and executed by the Project Developer and which has been executed by the Issuer, and which has all supporting information attached thereto, the Trustee shall thereupon, within two (2) Business Days disburse funds from the Series 2026 A Bonds Project Fund to the parties and in the amounts indicated in the Requisition.

Any approved Payment Request for Costs of the 2026 A Project which cannot be paid due to an insufficiency of funds in the Series 2026 A Bonds Project Fund, as applicable, shall be paid in accordance with Section 5.05 of this Project Development Agreement.

B. Series 2026 A Bonds Costs of Issuance Fund. The Issuer shall submit a Costs of Issuance Requisition in the form of Exhibit C attached to the Indenture, with all supporting invoices attached, to the Trustee for payment of the Costs of Issuance of the Series 2026 A Bonds from the Series 2026 A Bonds Costs of Issuance Fund to the parties and in the amounts indicated in the Costs of Issuance Requisition on the Closing Date.

C. TIF District Administrative Expense Fund. The Issuer shall submit an Administrative Expenses Requisition to the Trustee, substantially in the form attached to the Indenture as Exhibit D from time to time, as may be necessary in order to pay the Administrative Expenses of the TIF District as the same become due and payable. Upon receiving an Administrative Expenses Requisition which has been completed and executed by the Issuer, with all supporting invoices attached, the Trustee shall disburse funds on deposit in the TIF District Administrative Expense Fund to the payees and in the amounts as set forth in the Administrative Expenses Requisition within two (2) Business Days of its receipt of such Requisition.

Section 5.04. Restrictions on Payments.

The following restrictions shall apply to any payments made pursuant to this Article V:

(a) Limitation on Amount of Payments. The Issuer shall not be obligated to cause the Trustee to make any disbursement in excess of the amount duly and properly designated in the Payment Request, or to make any disbursement beyond the available funds in the Series 2026 A Bonds Project Fund, the Series 2026 A Bonds Costs of Issuance Fund or the TIF District Administrative Expense Fund. The Project Developer shall be responsible for payment of any Costs of the 2026 A Project due for payment that are in excess of funds then available in the Series 2026 A Bonds Project Fund. The parties hereto acknowledge and agree that all

payments to the Project Developer for payment of Costs of the 2026 A Project are intended to be reimbursements to the Project Developer for moneys already expended by the Project Developer.

(b) Joint or Third-Party Payments. The Trustee shall make all payments directly to any contractor, service provider, or supplier of materials, or other payee set forth in a Payment Request, unless the Project Developer has previously made such payment from its own funds. All payments, whether directly to third parties or as reimbursement to the Project Developer, shall only be made upon submittal by the Project Developer of a duly completed Payment Request supported by invoices or statements identifying the costs to be paid or containing proof of payment for Costs of the 2026 A Project previously paid by the Project Developer.

(c) Indenture Requirements. The Project Developer acknowledges that, under certain circumstances, the Indenture requires that amounts in the Series 2026 A Bonds Project Fund be transferred to the Series 2026 A Bonds Debt Service Fund or other fund, and in such event will no longer be available to fund the Costs of the 2026 A Project hereunder.

(d) Payments Authorized under Project Plan and Act. The Project Developer covenants that it will not requisition funds from the Series 2026 A Bonds Project Fund to pay Costs of the 2026 A Project except as permitted under the Indenture, the Project Plan, the Authorizing Legislation and the provisions of this Project Development Agreement.

Section 5.05. Insufficiency of Funds.

Any shortfall in available funds in the Series 2026 A Bonds Project Fund shall not diminish any obligation of the Project Developer with respect to any of the Construction Contracts or the obligation of the Project Developer to pay Costs of the 2026 A Project beyond the available funds on deposit pursuant to the Indenture.

Section 5.06. Use of Monies by Issuer.

The Issuer and Project Developer agree not to take any action or direct the Trustee to take any action to expend, disburse or encumber the monies held in the Series 2026 A Bonds Project Fund and any monies to be transferred thereto for any purpose other than the purposes permitted by the Indenture, the Authorizing Legislation, the provisions of this Project Development Agreement and the Project Plan. Prior to the Completion Date for the 2026 A Project, the Issuer agrees not to modify or supplement the Indenture without the written approval of the Project Developer if as a result or as a consequence of such modification or supplement, (a) the amount of monies that would otherwise have been available under the Indenture for disbursement for the Costs of the 2026 A Project is reduced, delayed or deferred, (b) the obligations or liabilities of the Project Developer are or may be increased or otherwise adversely affected in any manner, or (c) the rights of the Project Developer are or may be modified, limited, restricted or otherwise adversely affected in any manner.

Section 5.07. No Liability of Issuer for Application of Funds.

The Issuer shall have no liability or responsibility for the proper application of proceeds of the Series 2026 A Bonds except as set forth herein and in the Indenture. Execution of

Payment Requests for payment of Costs of the 2026 A Project or Costs of Issuance shall not cause the Issuer to be engaged in a joint venture with the Project Developer.

ARTICLE VI
OWNERSHIP AND OPERATION OF THE 2026 A PROJECT

Section 6.01. Ownership and Operation.

A. The 2026 A Project is to be constructed by the Project Developer in accordance with the design, plans and specifications prepared by the Consulting Engineer and the Project Plan as soon as practicable. Following completion of the 2026 A Project, in exchange and in consideration for the Issuer paying or reimbursing the costs of the 2026 A Project, the Project Developer shall convey, dedicate or otherwise transfer to the Issuer or to an entity designated by the Issuer, in the manner requested by the Issuer, the real property, personal property, fixtures and associated appurtenances which constitute the public infrastructure improvements constructed pursuant to the 2026 A Project. The Issuer and the Project Developer hereby agree that the amount of proceeds of the Series 2026 A Bonds expended to pay or reimburse the costs of the 2026 A Project constitutes the purchase price of and consideration for the conveyance of the public infrastructure constructed pursuant to the 2026 A Project. The Issuer shall thereafter convey or transfer such public infrastructure components of the 2026 A Project to the appropriate public body, public utility or governmental entity which shall thereafter be responsible for the operation and maintenance of such improvements, which public body, public utility or governmental entity shall thereafter operate such improvements for their intended use as public infrastructure available for public use and enjoyment. The Issuer and the Project Developer further agree that, as a condition of the acquisition by the Issuer of the public infrastructure components of the 2026 A Project, as set forth above, such public infrastructure shall be constructed in accordance with the design, plans and specifications prepared by the Consulting Engineer which are acceptable to the public body, public utility or governmental entity which shall ultimately own and operate such public infrastructure.

B. Notwithstanding the foregoing provisions of Section 6.01 A. above, and in recognition that aviation and public airport facilities are a heavily regulated industry, the Issuer and the Project Developer will consult with one another and determine whether the Project Developer, as a public corporation created by the Issuer and the Enabling Legislation, may retain ownership and responsibility for operation and maintenance of the public infrastructure components of the 2026 A Project due to requirements of State or federal law, including but not limited to the Federal Aviation Administration, or requirements of any State or federal grants that the Project Developer may be a recipient of from time to time all in the interests of public safety, convenience and necessity.

C. No entity receiving all or any portion of the 2026 A Project, through sale, lease or other conveyance, shall assume any rights under this Project Development Agreement, including specifically, any right to receipt of moneys deposited in any funds or accounts under the Indenture, without the written consent of the Issuer and the Project Developer.

ARTICLE VII
INSURANCE

Section 7.01. Developer's and Subcontractor's Insurance.

The Project Developer shall not commence work under any Construction Contract until the Project Developer has obtained satisfactory Payment Security, Performance Security and all insurance required under this Article; nor shall the Project Developer allow any contractor or subcontractor to commence work until the Payment Security, Performance Security and insurance required has been so obtained and approved, unless such Payment Security, Performance Security and insurance is covered by the Project Developer, who is, in effect responsible to the Issuer. These requirements extend to all tiers of subcontracting.

Section 7.02. Compensation and Employer's Liability Insurance.

The Project Developer shall obtain and maintain in force, during the life of the Construction Contract, the statutory Workmen's Compensation and Employer's Liability Insurance for all of the Project Developer's employees to be engaged in work covered by such Construction Contract and if any such work is contracted or subcontracted, the Project Developer shall require the contractor or subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the contractor's and subcontractor's employees to be engaged in such work.

Section 7.03. Bodily Injury Liability and Property Damage Liability Insurance.

The Project Developer shall, during the period of construction under any Construction Contract require that all contractors and subcontractors maintain the bodily injury and property damage liability insurance herein described, and the Project Developer and the Issuer shall be named as additional insureds on all such liability insurance policies.

The Issuer will not be responsible for damage or loss of materials stored on or within the site of the 2026 A Project. The Project Developer shall provide necessary insurance coverage to save both itself and the Issuer harmless from any such damage or loss of material or require the applicable contractor or subcontractor to maintain such coverage.

The Project Developer shall obtain and maintain or ensure that the applicable contractor or subcontractor maintains Bodily Injury Liability Insurance with respect to the 2026 A Project in an amount not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for injuries including wrongful death to any person or persons. The insurance certificate provided to the Issuer shall have clearly indicated thereon all exclusions and deductibles which have been written into the policy.

The Project Developer shall obtain and maintain or ensure that the applicable contractor or subcontractor maintains Property Damage insurance in the amount not less than $1,000,000 for damages on account of any one accident, and in an amount not less than $2,000,000 for damages on account of all accidents.

Section 7.04. Special Hazards Insurance.

In the event of the possibility of special hazards existing in the work contemplated under any of the Construction Contracts, such hazards shall be insured in amounts not less than those normally required for similar hazards. If any special hazard is encountered during the performance of any of the Construction Contracts, the Project Developer shall, before performing any work involving the special hazard, immediately proceed with the procuring of this insurance.

Section 7.05. Builders' Risk Insurance (Fire and Extended Coverage).

The Project Developer shall have adequate fire and standard extended coverage, with a company or companies acceptable to the Issuer, in force for the construction of the 2026 A Project. The insurance shall provide protection at all times against loss by the Issuer and the Project Developer until conditional acceptance of the work under any of the Construction Contracts applicable thereto.

Section 7.06. Proof of Carriage of Insurance.

The Project Developer shall furnish the Issuer with certificates showing type, amount, class of operations, effective dates and date of expiration of policies. Such certificates shall contain substantially the following statement: "The insurance covered by this certification shall not be canceled or materially altered, except after 30 days written notice has been received by the Project Developer and the Issuer."

ARTICLE VIII
REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 8.01. Representations, Covenants and Warranties of the Project Developer.

The Project Developer represents, warrants and covenants for the benefit of the Issuer as follows:

(a) Organization. The Project Developer is a public corporation duly organized pursuant to the Enabling Act and official actions of the Issuer and the Marion County Commission, validly existing under the laws of the State, is in material compliance with the laws of the State and has the power and authority to own its properties and assets and to carry on its business in the State as now being conducted and as hereby contemplated.

(b) Authority. The Project Developer has the power and authority to enter into this Project Development Agreement, to perform its obligations thereunder, to undertake the design, acquisition, construction and equipping of the 2026 A Project contemplated hereby and to thereafter convey ownership of the public infrastructure components of the 2026 A Project or any component thereof to the appropriate public body or public utility if deemed appropriate as provided in Section 6.01 hereof, has taken all action necessary to authorize this Project Development Agreement and the execution and delivery thereof, and has in fact caused this Project Development Agreement to be properly executed and delivered.

(c) Binding Obligation. This Project Development Agreement is a legal, valid and binding obligation of the Project Developer, enforceable against the Project Developer in accordance with its terms, subject to bankruptcy and other equitable principles.

(d) Compliance with Laws. The Project Developer shall not, to its knowledge, commit, suffer or permit any act to be done in, upon or to the lands of the Project Developer, if any, in the TIF District, or with respect to the 2026 A Project, in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the 2026 A Project.

(e) Requests for Payment. (i) The Project Developer will not request payment from the Issuer for any improvements that are not part of the 2026 A Project or for any Costs of the 2026 A Project not theretofore incurred and then due and owing or costs previously paid by the Project Developer for which reimbursement is then due, and (ii) the Project Developer will follow all procedures set forth in this Project Development Agreement and in the Indenture with respect to the Payment Requests.

(f) Financial Records. The Project Developer will maintain proper books of record and account in accordance with requirements of the Governmental Accounting Standards Board (GASB) for the Costs of the 2026 A Project and all costs related thereto for not less than three (3) years after final payment of the Series 2026 A Bonds and any bonds issued to refund the same. Such accounting books shall be available for inspection by the Issuer or its agents at any reasonable time during regular business hours on reasonable notice.

(g) Plans. The Project Developer has obtained or will obtain approval of the plans and specifications for the 2026 A Project and all required permits to perform the work under such plans and specifications from all appropriate departments of the Issuer, the State of West Virginia, and from any other public entity or public utility from which such approval must be obtained, including but not limited to any requirements of the Federal Aviation Administration. The 2026 A Project will be constructed in compliance with the Construction Contracts, the plans and specifications for which have been approved by the Issuer pursuant to Section 2.01, together with any change orders which have been executed and delivered pursuant to Section 3.01.

Section 8.02. No Limitation on Liability.

No provision of this Project Development Agreement shall in any way limit the Project Developer's responsibility for payment or performance of its obligations under any of the Construction Contracts.

Section 8.03. Representations of the Issuer.

The Issuer represents to the Project Developer as follows:

(a) The Issuer is a public corporation and governing body of Harrison County, West Virginia, a political subdivision of the State of West Virginia and has the full legal right, power and authority to enter into this Project Development Agreement, to enter into the Indenture, to issue, sell and deliver the Series 2026 A Bonds, and to carry out and consummate the transactions on its part contemplated by the Bond Authorizing Order, the Indenture and this Project Development Agreement;

(b) The Issuer, by all necessary official action of the Issuer, has duly authorized and approved the adoption, or execution and delivery by the Issuer of, and the performance by the Issuer of the obligations on its part contained in the Bond Authorizing Order, the Indenture and this Project Development Agreement, and such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

(c) The Issuer has duly authorized the issuance and sale of the Series 2026 A Bonds pursuant to the Bond Authorizing Order, the Indenture, and the Act, and such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded.

(d) The Issuer has completed all necessary proceedings under the Act for the creation and establishment of the TIF District and the TIF Fund and the approval of the Project Plan.

(e) The Issuer shall comply in all material respects with all requirements of the laws of the State to the extent required to assure the timely collection of Tax Increment Revenues for the repayment of the Series 2026 A Bonds.

(f) This Project Development Agreement is a legal, valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms.

Section 8.04. No Challenge to Authorizing Legislation, etc.

The Project Developer agrees not to institute any judicial or administrative proceedings or actions challenging (a) the validity, due authorization or adoption or enforceability of the Authorizing Legislation, (b) the creation of the TIF District, (c) the approval of the Project Plan, or (d) the issuance of the Series 2026 A Bonds.

Section 8.05. No Approval by Issuer.

Nothing contained in this Project Development Agreement shall constitute, be deemed to constitute or imply that members of the Issuer or any department, office, or agency, officer, or employee of the Issuer approves, favors, authorizes, or consents to any action or activity within or required for the development of the TIF District, including any land use approval, subdivision requirements, requirements for the provision of public utilities or services, or any administrative, judicial, quasi-judicial, or legislative action.

Section 8.06. Annual Report.

The Issuer shall timely prepare, publish and file each year the Annual Report prescribed by Section 15 of the Act. All costs of such preparation, publication and filing shall constitute Administrative Expenses under the Indenture. The Project Developer shall assist and cooperate with the Issuer in providing necessary information to ensure the timely filing of each Annual Report.

ARTICLE IX
TERMINATION

Section 9.01. Mutual Consent.

Except as provided in Section 9.02, this Project Development Agreement may be terminated only by the mutual, written consent of the Issuer and the Project Developer, in which event the Issuer may either execute contracts for or perform any remaining work related to the 2026 A Project not accepted by the Issuer or other appropriate entity and use all or any portion of monies in the Series 2026 A Bonds Project Fund, as appropriate in the circumstances, or other amounts transferred to the Series 2026 A Bonds Project Fund, as appropriate in the circumstances, under the terms of the Indenture to pay for same, or apply amounts in the Series 2026 A Bonds Project Fund, as appropriate in the circumstances, to any other purpose permitted under the Indenture and the Project Developer shall have no claim or right to any further payments to fund the Costs of the 2026 A Project hereunder, except as otherwise may be provided in such written consent. The Issuer's remedies under this Project Development Agreement for completion of the 2026 A Project are not exclusive, and do not limit the Issuer's rights under any Construction Contract or any Performance Security or Payment Security.

Section 9.02. Issuer Election for Cause.

The following events shall constitute grounds for the Issuer, at its option, to terminate this Project Development Agreement, without the consent of the Project Developer or any other party:

(a) The Project Developer shall voluntarily file for liquidation, reorganization or other relief under any federal or State bankruptcy or insolvency law;

(b) The Project Developer shall have any involuntary bankruptcy or insolvency action filed against it, or shall suffer a trustee in bankruptcy or insolvency or receiver to take possession of the assets of the Project Developer, or shall suffer an attachment or levy of execution to be made against the property it owns in excess of $100,000 unless, in any of such cases, such circumstance shall have been terminated or released within 60 days thereafter;

(c) The Project Developer shall abandon development or construction of all or a substantial portion of the 2026 A Project;

(d) The Project Developer shall breach any material covenant or default in the performance of any material obligation hereunder;

If any event described in clause (c) or (d) above occurs, the Issuer shall give written notice of its knowledge thereof to the Project Developer, which notice shall state with particularity the nature of the breach or default and the remedy requested, and the Project Developer agrees to meet and confer with the Issuer's staff and consultants as to options available to assure timely completion of the 2026 A Project. If the Issuer elects to terminate this Project Development Agreement, the Issuer shall first notify the Project Developer (and any mortgagee or trust deed beneficiary specified in writing by the Project Developer to the Issuer

to receive such notice) of the grounds for such termination and allow the Project Developer a minimum of 30 days to eliminate or mitigate to the satisfaction of the Issuer the grounds for such termination. Such period shall be extended if the Project Developer is proceeding with diligence to eliminate or mitigate such grounds for termination. If at the end of such period (and any extension thereof), the Project Developer has not eliminated or mitigated such grounds, or if any event described in clause (a) or (b) above occurs, the Issuer may terminate this Project Development Agreement. In the event of the termination of this Project Development Agreement, the Project Developer is entitled to reimbursement for Costs of the 2026 A Project expended prior to the termination date of this Project Development Agreement solely from the Series 2026 A Bonds Project Fund according to the terms and conditions set forth in this Project Development Agreement.

In the event that this Project Development Agreement is terminated by the Issuer for cause, the Issuer may either execute contracts for or perform any remaining work related to the unfinished 2026 A Project and first use all or any portion of the monies in the Series 2026 A Bonds Project Fund until the same is exhausted and the Project Developer shall have no claim or right to any further payments to fund the Costs of the 2026 A Project, except as otherwise may be provided upon the mutual written consent of the Issuer and the Project Developer. The Issuer's remedies under this section for completion of the 2026 A Project are not exclusive, and do not limit the Issuer's rights under the Construction Contracts. Notwithstanding the foregoing, the Issuer shall not be required to complete the 2026 A Project and shall not be responsible in any manner for the satisfactory completion of the 2026 A Project.

Section 9.03. Force Majeure.

Whenever performance is required of a party hereunder, that party shall use all due diligence and take all necessary measures in good faith to perform, but if completion of performance is delayed by reasons of floods, earthquakes or other acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, damage to work in progress by casualty or by any other cause beyond the reasonable control of the party, then the specified time for performance shall be extended by the amount of the delay actually so caused.

ARTICLE X
MISCELLANEOUS

Section 10.01. Limited Liability of Issuer.

The Project Developer agrees that any and all obligations of the Issuer arising out of, or related to, this Project Development Agreement are special and limited obligations of the Issuer and do not constitute general obligation debt of the Issuer or a pledge of the Issuer's full faith and credit or taxing power, and the Issuer's obligations to make any payments hereunder or under the Indenture are restricted entirely to the monies, if any, in the TIF Fund, the TIF District Revenue Fund and the Series 2026 A Bonds Project Fund and from no other source. The Project Developer shall not have any claim against the Issuer or any of its officers, officials, agents, or employees for damages suffered as a result of the Issuer's failure to perform in any respect any covenant, undertaking, or obligation under this Project Development Agreement, the Indenture, the Series 2026 A Bonds or any other agreement, document, instrument or certificate executed, delivered or approved in connection with the issuance, sale and delivery of the Series 2026 A Bonds (collectively, the "Bond Documents") or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to any obligation, undertaking, representation or covenant of the Issuer that is properly payable pursuant to the Act, and in accordance with this Project Development Agreement or in accordance with the Bond Documents. Any such claim shall be payable only from Tax Increment Revenues or the proceeds of the Series 2026 A Bonds that may be made available for such purposes under the Act and the Indenture. Nothing contained herein shall be construed to preclude any action or proceeding in any court or before any governmental body, agency or instrumentality against the Issuer or any of its officers, officials, agents, or employees to enforce the provisions of this Project Development Agreement or any of the documents executed in connection with the issuance of the Series 2026 A Bonds.

Section 10.02. Notices.

Any notice, payment or instrument required or permitted by this Project Development Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

(a) To the Issuer at:

The County Commission of Harrison County
229 South 3rd Street
Clarksburg, West Virginia 26301
Attention: County Administrator

(b) To the Project Developer at:

Benedum Airport Authority
2000 Aviation Way
Bridgeport, West Virginia 26330
Attention: Executive Director

Each party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

Section 10.03. Severability.

If any part of this Project Development Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Project Development Agreement shall be given effect to the fullest extent possible.

Section 10.04. Successors and Assigns.

It is understood by the Issuer and the Project Developer that subsequent to issuance of the Series 2026 A Bonds this Project Development Agreement may be assigned in its entirety by the Project Developer to another party, provided that no Construction Contract shall be construed as a partial assignment of the Project Development Agreement, so long as the Project Developer retains ultimate responsibility for the obligations to be performed under this Project Development Agreement. Such assignment may be made only if such action is not prohibited by the Project Plan or the Tax Certificate and if consented to in advance and in writing by the Issuer (which consent shall not be unreasonably withheld) and so long as the assignee assumes all of the obligations of the Project Developer hereunder. In connection with any such consent of the Issuer, the Issuer may condition its consent upon the acceptability of the financial condition of the proposed assignee, upon a demonstration of the proposed assignee's experience and capability to undertake and complete the development and construction of the Project Plan and upon the assignee's express assumption of all obligations of the Project Developer hereunder or upon any other reasonable factor which the Issuer deems relevant in the circumstances. In any event, any such assignment shall be in writing, shall clearly identify the scope of the rights and obligations assigned and shall not be effective until approved in writing by the Issuer.

This Project Development Agreement shall be binding upon and, to the extent provided herein, inure to the benefit of the permitted successors and assigns of the parties hereto.

Section 10.05. Other Agreements.

The obligations of the Project Developer hereunder shall be those of a party hereto and not as an owner of property in the TIF District. Nothing herein shall be construed as affecting the Issuer's or the Project Developer's rights or duties to perform their respective obligations under other agreements, use regulations or subdivision requirements relating to the development of the lands in the TIF District. This Project Development Agreement shall not confer any

additional rights, or waive any rights given, by either party hereto under any other agreements to which they are a party.

Section 10.06. No Other Liability of Project Developer.

The obligations of the Project Developer hereunder are strictly limited to the express obligations undertaken. In no event shall the Project Developer be liable for the payment of the principal of, or premium (if any) or interest on, the Series 2026 A Bonds or any of the obligations of the Issuer under the Indenture.

Section 10.07. Waiver.

Failure by a party to insist upon the strict performance of any of the provisions of this Project Development Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Project Development Agreement thereafter.

Section 10.08. Merger.

No other agreement, statement or promise made by any party or any employee, officer or agent of any party with respect to any matters covered hereby that is not in writing and signed by all the parties to this Project Development Agreement shall be binding.

Section 10.09. Parties in Interest.

Nothing in this Project Development Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the Issuer or the Project Developer any rights, remedies or claims under or by reason of this Project Development Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Project Development Agreement contained by or on behalf of the Issuer or the Project Developer shall be for the sole and exclusive benefit of the Issuer and the Project Developer; provided, however, that, without limiting the generality of the foregoing, the Trustee and the registered owners of the Series 2026 A Bonds are intended to be third-party beneficiaries of the provisions of this Project Development Agreement.

Section 10.10. Amendment.

This Project Development Agreement may be amended, from time to time in a manner consistent with the Authorizing Legislation, by written supplement hereto and executed by the Issuer and the Project Developer. Prior written notice of any such written supplement shall be provided by the Project Developer to the Trustee no later than 7 Business Days prior to execution and delivery of such supplement, and copies of such supplement shall be delivered by the Project Developer to the Trustee within 5 Business Days after execution and delivery of such supplement.

Section 10.11. Counterparts.

This Project Development Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 10.12. Effective Date.

This Project Development Agreement shall be effective as of the Effective Date.

Section 10.13. Applicable Law.

This Project Development Agreement shall be governed by and enforced in accordance with the laws of the State of West Virginia applicable to contracts made and performed in the State of West Virginia.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties have executed this Project Development Agreement as of the day and year first above written.

THE COUNTY COMMISSION OF HARRISON COUNTY

By: _____
Its President

ATTEST:

By: _____
Its County Clerk

BENEDUM AIRPORT AUTHORITY, as Project Developer

By: _____
Its President

By: _____
Its Executive Director

EXHIBIT A

2026 A PROJECT DESCRIPTION AND ESTIMATED COSTS

DESCRIPTION	ESTIMATED COST
The capital improvements located in the TIF District or on land not in the TIF District that is contiguous to the TIF District and which contain infrastructure or other facilities which serve the TIF District which are included in the Project Plan and financed with proceeds of the Series 2026 A Bonds, initially contemplated to include the design, acquisition, construction and equipping of the Airport Road	$_____

EXHIBIT B

$_____
The County Commission of Harrison County
Tax Increment Revenue Bonds
Series 2026 A
(Harrison County Development District No. 6 – North Central West Virginia Airport)

FORM OF CERTIFICATE OF COMPLETION

The 2026 A Project described in the Project Development Agreement for the Series 2026 A Bonds, dated _____, 2026, by and between The County Commission of Harrison County, a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia and Benedum Airport Authority, as Project Developer (the "Project Development Agreement"), has been reviewed and found, to the best knowledge, information and belief of the Resident Project Representative, to be substantially complete, as such term is defined in the American Institute of Architects (AIA) Document 2704™ 2000 Certificate of Substantial Completion, or as contemplated by the Construction Contract(s) for the 2026 A Project.

Date: _____

_____,
as Resident Project Representative

By: _____
Its _____

INDENTURE OF TRUST

by and between

THE COUNTY COMMISSION OF HARRISON COUNTY

and

WESBANCO BANK, INC.,

as Trustee

Dated _____, 2026

$_____
The County Commission of Harrison County
Tax Increment Revenue Bonds
Series 2026 A
(Harrison County Development District No. 6 - North Central West Virginia Airport)

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INDENTURE OF TRUST

THIS INDENTURE OF TRUST (as supplemented or amended from time to time, this "Indenture") dated _____, 2026, is by and between **THE COUNTY COMMISSION OF HARRISON COUNTY,** a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia (the "Issuer" or the "County Commission"), and **WESBANCO BANK, INC.**, as trustee (the "Trustee").

RECITALS

WHEREAS, the Issuer, under Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended (the "TIF Act" or "Act"), has plenary power and authority to issue tax increment financing obligations to finance the costs of acquisition, construction and equipping of a project or projects included in a development or redevelopment plan approved by the West Virginia Division of Economic Development, formerly known as the West Virginia Development Office (the "Development Office"), and adopted by the governing body of the Issuer that are located within a development or redevelopment district, which project costs may include (i) interest prior to and during the acquisition, construction and equipping of a project and for a reasonable time thereafter; (ii) such reserves as may be required; (iii) reimbursement of costs of any interim financing or cash expenditures entered on behalf of projects in the development or redevelopment district; and (iv) any and all other expenses incidental to planning, carrying out and financing the project;

WHEREAS, the County Commission prepared a Tax Increment Financing Application (the "Application"), dated May 10, 2018, relating to the proposed creation and establishment of a development district in Harrison County (the "County") to be known and designated as "The County Commission of Harrison County Development District No. 6 – North Central West Virginia Airport" (the "TIF District"), and the approval of a project plan for the TIF District to be known and designated as "Project Plan No. 1" (the "Project Plan");

WHEREAS, following a public hearing held on June 27, 2018, the Issuer submitted the Application to the Executive Director of the Development Office seeking approval for the Issuer to create the TIF District and approve the Project Plan;

WHEREAS, pursuant to the approval of the Executive Director of the Development Office by his letter to the Issuer dated October 10, 2018, the Issuer, by Order entered on October 31, 2018 (the "District Creation Order"), created and established the TIF District, approved the Project Plan, and established a tax increment financing fund for the TIF District (the "TIF Fund");

WHEREAS, pursuant to the TIF Act and a Resolution adopted by the Issuer on November 12, 2019, the Issuer entered into a Pay-As-You-Go Tax Increment Revenue Agreement, dated March 4, 2020 (the "PAYGO Agreement"), with Pratt & Whitney Engine Services, Inc. ("Pratt & Whitney"), pursuant to which Pratt & Whitney may submit requisitions each September 1 through September 1, 2036, for the tax increment revenues associated with Pratt & Whitney's Company Facilities (as defined in the PAYGO Agreement) deposited into the TIF Fund through the

conclusion of the tax year ending June 30, 2036, in order to assist with financing of a portion of the Project (as defined in the PAYGO Agreement);

WHEREAS, pursuant to the PAYGO Agreement, only the tax increment revenues associated with personal property tax account no. 03074698 deposited by the Sheriff of Harrison County into the TIF Fund through June 30, 2036 (the "PAYGO Revenues") are available to be requisitioned by Pratt & Whitney;

WHEREAS, the Benedum Airport Authority (hereinafter defined) has utilized proceeds of the 2025 WVEDA Loan (hereinafter defined) to pay costs of constructing the Terminal Facilities (hereinafter defined);

WHEREAS, the Issuer now desires to repay in full the 2025 WVEDA Loan as well as finance all or a portion of the Project Plan (the "2026 A Project"), through the issuance of its tax increment revenue bonds to be designated "The County Commission of Harrison County Tax Increment Revenue Bonds, Series 2026 A (Harrison County Development District No. 6 – North Central West Virginia Airport) (the "Series 2026 A Bonds");

WHEREAS, the Issuer has heretofore adopted and entered of record on _____, 2026, a Bond Authorizing Resolution and Order (the "Bond Order") authorizing the issuance of the Series 2026 A Bonds for the purposes of (i) repaying in full the 2025 WVEDA Loan; (ii) financing costs of the 2026 A Project; (iii) funding a reserve fund for the Series 2026 A Bonds; and (iv) paying costs of issuance of the Series 2026 A Bonds and related costs;

WHEREAS, the repayment of the 2025 WVEDA Loan and the financing of the 2026 A Project by the Issuer will benefit the inhabitants of the County, will increase opportunities for employment in the County and will help in establishing a balanced economy within the County, and the health, happiness, right of gainful employment and general welfare of the citizens and residents of the County will be promoted by the repayment of the 2025 WVEDA Loan and the construction of the 2026 A Project as aforesaid, and the financing of the same is a public purpose of the Issuer under the TIF Act;

WHEREAS, as further provided in the TIF Act and this Indenture, the Series 2026 A Bonds are special, limited obligations of the Issuer payable solely from the following sources: (i) the Tax Increment Revenues (hereinafter defined) generated in the TIF District and deposited into the TIF Fund (excluding the PAYGO Revenues), (ii) the monies and securities held in the TIF Fund from time to time (excluding the PAYGO Revenues Subaccount (as hereinafter defined)), and (iii) the monies on deposit from time to time in certain funds and accounts created pursuant to this Indenture (certain funds and accounts will only secure certain series of Bonds as herein described), and shall not constitute a general obligation debt of the Issuer or a pledge of the Issuer's full faith and credit or taxing power; and

WHEREAS, the Trustee agrees to accept and administer the trusts created hereby.

GRANTING CLAUSES

To declare the terms and conditions upon which the Bonds are to be authenticated, issued and delivered and to secure the payment of all of the Bonds issued and Outstanding under this Indenture from time to time according to their tenor and effect and to secure the performance and observance by the Issuer of all the covenants, agreements and conditions contained in this Indenture and in the Bonds, and in consideration of the premises, the acceptance by the Trustee of the trusts created by this Indenture, and the purchase and acceptance of the Bonds by the Owners thereof, the Issuer hereby transfers in trust, pledges and assigns to the Trustee, and hereby grants a senior, first priority security interest and lien to the Trustee in and on, the following property and interests (said property referred to herein as the "Trust Estate"):

(a) All right, title and interest of the Issuer in and to (i) the Tax Increment Revenues (as hereinafter defined) of the TIF District which are deposited into the TIF Fund (excluding the PAYGO Revenues), and (ii) all of the funds on deposit from time to time in the TIF Fund (excluding the PAYGO Revenues Subaccount);

(b) All moneys and securities (except moneys and securities held in the Series 2026 A Bonds Costs of Issuance Fund, the TIF District Administrative Expense Fund, and the Series 2026 A Bonds Rebate Fund (as such terms are hereinafter defined)) from time to time held by the Trustee in the funds and accounts established pursuant to the terms of this Indenture; provided, however, that the moneys and securities held from time to time in any funds and accounts created by any Supplemental Indenture authorizing the issuance of Additional Bonds or Subordinate Bonds shall secure solely the payment of the principal or Redemption Price of, and interest on, such Additional Bonds or Subordinate Bonds to the extent provided in such Supplemental Indenture; and

(c) Any and all other property (real, personal or mixed) of every kind and nature from time to time, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security under this Indenture by the Issuer or by anyone on its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

All monies and securities in the Series 2026 A Bonds Project Fund, the Series 2026 A Bonds Debt Service Fund, the Series 2026 A Bonds Redemption Account, and the Series 2026 A Bonds Reserve Fund (as such terms are hereinafter defined), shall only be pledged to and serve as security for the Series 2026 A Bonds. The Owners of the Series 2026 A Bonds shall have a first lien and pledge of all funds and securities on deposit in the TIF District Revenue Fund on a parity with the lien and pledge thereof in favor of any Additional Bonds. To the extent provided in a Supplemental Indenture, each Series (as hereinafter defined) of Additional Bonds or Subordinate Bonds shall be secured by a separate reserve fund that will be fully funded in accordance with the Reserve Requirement (as hereinafter defined) therefor.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in trust and assigns forever upon the terms and trusts herein set forth for the equal and ratable benefit, protection and security of the Registered Owners of the Series 2026 A Bonds and, to the extent provided herein and in any Supplemental Indenture authorizing the issuance of Additional Bonds, the Registered Owners of such Additional Bonds, all of which Bonds, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any Bond over any other Bond except as expressly provided herein or permitted hereby;

PROVIDED, HOWEVER, that if the Issuer shall well and truly pay, or cause to be paid, the principal or Redemption Price of and interest on the Bonds according to the true intent and meaning thereof, or shall provide for the payment thereof as permitted by Article VIII herein, and shall perform and observe all the covenants and conditions of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then, upon compliance with Article VIII, the lien of this Indenture shall be discharged and satisfied with respect to such Bonds; otherwise this Indenture shall be and remain in full force and effect with respect to all Outstanding Bonds.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the receipt and adequacy of which are hereby acknowledged by both parties hereto, the Issuer covenants and agrees with the Trustee, for the equal and proportionate benefit of the respective Owners of the Bonds, that all Bonds are to be issued, authenticated and delivered and the Trust Estate is to be held and applied by the Trustee, subject to the further covenants, conditions and trusts hereinafter set forth, as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. Definitions. Terms used in this Indenture shall have the meanings set forth below, unless a different meaning clearly appears from the context.

"Additional Bonds" means any Bonds issued by the Issuer from time to time pursuant to Section 2.08 of this Indenture which have a shared first priority lien upon the Tax Increment Revenues of the TIF District (excluding the PAYGO Revenues), the TIF Fund (excluding the PAYGO Revenues Subaccount) and the TIF District Revenue Fund with the pledge and lien thereon which is created by this Indenture in favor of the Series 2026 A Bonds and any Additional Bonds.

"Additional Projects" means any projects, other than the 2026 A Project, financed in whole or in part by the issuance of Additional Bonds or Subordinate Bonds, or on a "pay-as-you-go" basis in accordance with the TIF Act and consistent with the Project Plan.

"Administrative Expenses" means costs directly related to the administration of the TIF District and the Bonds and any Subordinate Bonds, consisting of, but not limited to, fees and costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under this Indenture; the costs of the Issuer or its designee (including legal counsel) of complying with the disclosure, reporting and other provisions of the TIF Act and this Indenture and all other documents delivered in connection with the issuance of the Bonds and any Subordinate Bonds; an allocable share of the salaries of the Issuer staff directly related to the foregoing and a proportionate amount of Issuer general administrative overhead related thereto. Administrative Expenses shall also include amounts advanced by the Issuer for any administrative costs of the Bonds and any Subordinate Bonds, including, but not limited to, costs of credit enhancement, rebate, financial, tax and other professional consultants, including, but not limited to, MuniCap, Inc. or any other administrator of the TIF District that may be engaged by the Issuer from time to time.

"Administrative Expense Requisition" means a Requisition for Payment from the TIF District Administrative Expense Fund created pursuant to Section 4.01 hereof, the form of which is attached hereto and made a part hereof as **Exhibit D**.

"Annual Debt Service" means, for each Fiscal Year, the sum of principal and interest that will be payable on the Outstanding Bonds or Subordinate Bonds in such Fiscal Year whether, in the case of principal, at maturity, pursuant to scheduled payments or by mandatory sinking fund redemption; provided, however, that any interest payable shall be reduced by the amount of Capitalized Interest which is on deposit or will be on deposit with the Trustee and dedicated to the payment of such interest.

"**Application**" means the Tax Increment Financing Application, dated May 10, 2018, relating to the proposed creation and establishment of the TIF District and the TIF Fund as well as the proposed approval of the Project Plan.

"Authorized Denomination" or **"Authorized Denominations"** means (i) in the case of the Series 2026 A Bonds, $5,000 and integral multiples thereof; and (ii) in the case of any Additional Bonds or Subordinate Bonds, such denominations as shall be specified in the Supplemental Indenture authorizing the issuance thereof.

"Authorized Officer" means, with respect to the Issuer, the President of the Issuer or such other officer or officers as shall be designated by the Issuer, all for the purpose of executing notices, certificates and other documents delivered in connection with this Indenture.

"**Benedum Airport Authority**" means the public corporation created by the County Commission and The County Commission of Marion County to administer and operate the North Central West Virginia Airport.

"Bond Counsel" means any attorney or firm of attorneys selected by the Issuer and nationally or regionally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Order" means the Bond Authorizing Resolution and Order of the Issuer adopted and entered of record on _____, 2026, authorizing the issuance, sale and delivery of the Series 2026 A Bonds.

"Bond Register" means the books for the registration and transfer of Bonds and any Subordinate Bonds maintained by the Registrar under Section 2.10 of this Indenture.

"Bond Year" means the 12-month periods during the term of the Bonds and any Subordinate Bonds beginning on the 2nd day of June of each calendar year and ending on the 1st day of June of the succeeding calendar year. The first Bond Year begins on the Date of Issue of the Series 2026 A Bonds and ends on June 1, 2027.

"Bondholder", **"Holder"**, **"Owner"** or **"Registered Owner"** means any person who shall be the registered owner of any Outstanding Bond or Subordinate Bond.

"Bonds" means the Series 2026 A Bonds and any Additional Bonds that may hereafter be issued by the Issuer pursuant to this Indenture and any applicable Supplemental Indenture.

"Business Day" means any day other than a Saturday, Sunday or legal holiday in the State of West Virginia observed as such by the Issuer or the Trustee or any day in which the New York Stock Exchange is closed.

"Capitalized Interest" means interest on a Series of Bonds or Subordinate Bonds, as applicable, which is payable from the proceeds of such Series of Bonds or Subordinate Bonds, as applicable.

"Certificate of Completion" means the filing of a Certificate of Completion with respect to the 2026 A Project with the Issuer, the Trustee and the Benedum Airport Authority pursuant to Section 2.03 of the Development Agreement.

"Clerk" means the County Clerk of the Issuer, or in the absence of the County Clerk, a duly appointed acting or deputy Clerk.

"Closing Date" shall mean the date of the initial delivery of any Series of Bonds or any Subordinate Bonds in exchange for the initial advance or payment in full therefor, as applicable.

"Code" means the Internal Revenue Code of 1986, as in effect on the date of issuance of any Series of Bonds or Subordinate Bonds and as it may be amended to apply to any Bonds or Subordinate Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published under the Code.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement with respect to the Series 2026 A Bonds, dated the Closing Date, by and between the Issuer and the Dissemination Agent.

"Costs of Issuance" means items of expense permitted under the TIF Act, payable or reimbursable directly or indirectly by the Issuer related to the authorization, sale and issuance of the Bonds and any Subordinate Bonds, including (without limitation) expenses incurred in connection with the proceedings to create the TIF District and to prepare and approve the Project Plan and any future proceedings to modify the TIF District or approve additional project plans for the TIF District.

"Costs of Issuance Requisition" means a Requisition for Payment from Series 2026 A Bonds Costs of Issuance Fund, the form of which is attached hereto and made a part hereof as **Exhibit C**.

"**Costs of the Project**" means costs permitted under the TIF Act and the Bond Order to be paid or reimbursed from proceeds of the Bonds and any Subordinate Bonds with respect to the Project Plan, including the total of all reasonable or necessary expenses incidental to the design, acquisition, construction, and equipping of all or a portion of the 2026 A Project which are identified in Project Cost Requisitions and all other necessary and incidental expenses.

"**County**" means Harrison County, West Virginia.

"Date of Issue" means (i) with respect to the Series 2026 A Bonds, the date of issuance and delivery of the Series 2026 A Bonds to the Original Purchaser, being the Closing Date, and (ii) with respect to any Series of Additional Bonds or Subordinate Bonds, the date of issuance and delivery thereof set forth in the Supplemental Indenture related thereto.

"Debt Service" means the sum of the principal of and the interest payable on the Outstanding Bonds or Subordinate Bonds, as applicable, during any period, whether, in the case of principal, at maturity or by mandatory sinking fund redemption.

"**Defeasance Obligations**" means:

(a) Government Obligations which are not subject to redemption prior to maturity; or

(b) Cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with Government Obligations).

"Development Agreement" means the Project Development Agreement, dated _____, 2026, by and between the Issuer and the Benedum Airport Authority regarding the utilization of the proceeds of the Series 2026 A Bonds to repay the 2025 WVEDA Loan and construct the 2026 A Project and related matters.

"Development Office" means the West Virginia Division of Economic Development, formerly known as the West Virginia Department of Economic Development and the West Virginia Development Office.

"Dissemination Agent" means the dissemination agent as provided for from time to time pursuant to the Continuing Disclosure Agreement. The initial Dissemination Agent shall be MuniCap, Inc.

"District Creation Order" means the order of the Issuer entered on October 31, 2018, which approved the Project Plan as well as the creation of the TIF District and TIF Fund.

"Electronic Means" shall mean the following communications methods: S.W.I.F.T., e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

"Event of Default" has the meaning given it in Section 9.01 of this Indenture.

"Favorable Opinion of Bond Counsel" means, when used with respect to or in connection with any action, a written opinion of Bond Counsel to the effect that such action will not adversely affect the excludability from gross income, for federal income tax purposes, of interest paid on any Tax-Exempt Bonds then Outstanding.

"Federal Securities" means any of the following which are non-callable and which at the time of investment are legal investments under the laws of the State of West Virginia for funds held by the Trustee or the Issuer (as the case may be):

(a) Government Obligations; and

(b) Any of the following obligations of the following agencies of the United States of America: (i) direct obligations of the Export-Import Bank, (ii) certificates of beneficial ownership issued by the Rural Economic Community Development Administration, (iii) participation certificates issued by the General Services Administration, (iv) mortgage-backed bonds or pass-through obligations issued and guaranteed by the Government National Mortgage Association, (v) public improvement notes issued by the United States Department of Housing and Urban Development, (vi) debt obligations of the Federal Home Loan Mortgage Corp. or the Federal National Mortgage Association, and (vii) public housing notes and bonds guaranteed by the United States of America.

"**Financial Officer of the Issuer**" means the County Administrator, Assistant County Administrator or other chief financial officer of the Issuer.

"**Fiscal Year**" means the Issuer's fiscal year, which is currently July 1 to June 30 of the succeeding year, both dates inclusive, or as it may hereafter be determined by the Issuer.

"Government Obligations" means direct obligations of, or obligations the timely payment of the principal of and the interest on which are unconditionally guaranteed by, the United States of America.

"Indenture" means this Indenture of Trust, as it may be amended or supplemented from time to time by any Supplemental Indenture adopted pursuant to the provisions hereof.

"Independent Financial Consultant" means any consultant or firm of consultants appointed by the Issuer and who, or each of whom, has the following qualifications: (i) has prior expertise in matters relating to real estate developments and the preparation of market studies and the projection of Tax Increment Revenues related to developments such as the TIF District; (ii) is in fact independent with respect to the Issuer and the Benedum Airport Authority; (iii) does not have any interest, direct or indirect, with or in the Issuer or any owner or lessee of property in the TIF District or any successor or predecessor of any of the foregoing, or with any employee of any of the foregoing; and (iv) is not an officer or employee of the Issuer, but who may be regularly retained to make reports to the Issuer.

"Interest Payment Dates" means (a) with respect to the Series 2026 A Bonds, June 1 and December 1 of each year, commencing June 1, 2027, and (b) with respect to any Additional Bonds or Subordinate Bonds, the dates established in the Supplemental Indenture authorizing the issuance thereof.

"Issuer" or **"County Commission"** means The County Commission of Harrison County, West Virginia, a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia.

"Maturity Date" means the date on which the principal of the Bonds together with all interest thereon remaining unpaid at such time becomes due and payable.

"Maximum Annual Debt Service" means, as of any date of calculation, the largest Annual Debt Service for the then current or any Bond Year after such date of calculation.

"Officer's Certificate" means a written certificate of the Issuer signed by an Authorized Officer.

"**Opinion of Bond Counsel**" means a written opinion of any legal counsel acceptable to the Issuer and the Trustee who shall be nationally or regionally recognized as expert in matters pertaining to the validity of obligations of governmental issuers and the exemption from federal income taxation of interest on such obligations.

"**Opinion of Counsel**" means a written opinion in the form described in Sections 10.03 and 10.04 hereof of any legal counsel acceptable to the Issuer and the Trustee, who may be an employee of or counsel to the Trustee or the Issuer.

"Original Purchaser" means the Underwriter.

"Outstanding" or **"outstanding"** means, as of any particular date, all Bonds or Subordinate Bonds, as applicable in the circumstance, authenticated and delivered under this Indenture except (a) any Bond or Subordinate Bond, as applicable in the circumstance, canceled by the Trustee (or delivered to the Trustee for cancellation) at or before such date, (b) any Bond or Subordinate Bond, as applicable in the circumstance, that has been paid or discharged pursuant to Section 8.01 of this Indenture and (c) any Bond or Subordinate Bond, as applicable in the circumstance, in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to Article II.

"PAYGO Agreement" means the Pay-As-You-Go Tax Increment Revenue Agreement, dated March 4, 2020, between the Issuer and Pratt Whitney.

"PAYGO Revenues" means the tax increment revenues associated with personal property tax account no. 03074698 deposited by the Sheriff of Harrison County into the TIF Fund through June 30, 2036 which are available to be requisitioned by Pratt & Whitney pursuant to the PAYGO Agreement.

"PAYGO Revenues Subaccount" means the segregated subaccount of the TIF Fund into which the PAYGO Revenues are deposited.

"Pratt & Whitney" means Pratt & Whitney Engine Services, Inc.

"Paying Agent" shall mean the Trustee.

"Permitted Investments" shall mean the following, to the extent permitted by the laws of the State:

(1) Cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with Government Obligations);

(2) Government Obligations, and any other obligations of, or obligations guaranteed as to principal and interest by, the United States of America or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the United States;

(3) Obligations of government-sponsored agencies that are not backed by the full faith and credit of the U.S. Government and which are rated in the highest rating category by at least two Rating Agencies;

(4) Certificates of deposit or time deposits of any bank (including the Trustee), trust company, savings bank or savings and loan association which certificates of deposit or time deposits are fully insured by a federally sponsored deposit insurance program;

(5) U.S. dollar denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks which have the highest short-term rating on their short-term certificates of deposit on the date of purchase as rated by at least one of the Rating Agencies and maturing not more than 360 calendar days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);

(6) Commercial paper which is rated at the time of purchase in the single highest classification by at least two of the Rating Agencies and which matures not more than 270 calendar days after the date of purchase;

(7) Investments in a money market fund rated in the highest rating category by at least one Rating Agency;

(8) Advance-Refunded Municipal Bonds defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (a) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category by at least one Rating Agency; or (b) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph (2) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate.

(9) Municipal obligations rated in the highest rating category by at least two Rating Agencies or general obligations of States or local governments with a rating in one of the top three rating categories by at least two Rating Agencies; and

(10) Collateralized Investment Agreements or Repurchase Agreements satisfying the safe harbor to the automatic stay provisions of the United States Bankruptcy Code and Forward Delivery Agreements provided by an institution with a rating in one of the top three rating categories at the time of entering into the agreement, without regard to qualifier, numerical or otherwise, as rated by at least two of the Rating Agencies.

"Person" means any natural person, firm, joint venture, association, partnership, business trust, corporation, limited liability company, organization, business, public or governmental body, agency or political subdivision thereof, or any other similar entity.

"Prepayment Agreement" means the Prepayment Agreement by and among the Issuer, the Trustee and the Benedum Airport Authority which provides for the repayment in full of the 2025 WVEDA Loan.

"Project Cost Requisition" means a Requisition for Payment from Series 2026 A Bonds Project Fund, the form of which is attached hereto and made a part hereof as **Exhibit B**.

"Project Plan" shall have the meaning set forth in the recitals hereof.

"Rating Agency" means Fitch Ratings, Kroll Ratings, Moody's Investors Service or Standard & Poor's Financial Services LLC, and any successor of any of the foregoing.

"Record Date" means, with respect to the Bonds or any Subordinate Bonds unless otherwise set forth in the applicable Supplemental Indenture, the fifteenth day (whether or not a Business Day) of the calendar month preceding any Interest Payment Date.

"Registered Owner" or **"Registered Owners"** means the owner or owners of any Bonds or Subordinate Bonds, as applicable in the circumstance, as indicated on the Bond Register maintained by the Registrar.

"Registrar" means the Trustee in its capacity as Registrar under this Indenture.

"Regular Record Date" means the 15th day (whether or not a Business Day) of the calendar month next preceding an Interest Payment Date.

"Reserve Requirement" means (i) when used with respect to the Series 2026 A Bonds, the least of (a) 10% of the stated principal amount of the Series 2026 A Bonds, (b) the Maximum Annual Debt Service on the Series 2026 A Bonds, or (c) 125% of the average Annual Debt Service on the Series 2026 A Bonds; and (ii) when used with respect to any Series of Additional Bonds or Subordinate Bonds, such amount which shall be designated by the Supplemental Indenture pursuant to which such Additional Bonds or Subordinate Bonds are issued.

"Revenues" means the Tax Increment Revenues and together with the earnings on the Series 2026 A Bonds Project Fund, the Series 2026 A Bonds Reserve Fund, the TIF District Administrative Expense Fund and the TIF District Revenue Fund maintained under this Indenture.

"Securities Depository" means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, or any successor thereto or assignee thereof, as securities depository for the Bonds or any Subordinate Bonds, as applicable.

"Series" means any series of Bonds or Subordinate Bonds issued hereunder.

"Series 2026 A Bonds" means The County Commission of Harrison County Tax Increment Revenue Bonds, Series 2026 A (Harrison County Development District No. 6 – North Central West Virginia Airport) authorized to be issued pursuant to this Indenture.

"Series 2026 A Bonds Costs of Issuance Fund" means the fund by that name created with the Trustee pursuant to Section 4.01 of this Indenture.

"Series 2026 A Bonds Debt Service Fund" means the fund by that name created with the Trustee pursuant to Section 4.01 of this Indenture.

"Series 2026 A Bonds Project Fund" means the fund by that name created with the Trustee pursuant to Section 4.01 of this Indenture.

"Series 2026 A Bonds Rebate Fund" means the fund by that name created with the Trustee pursuant to Section 4.01 of this Indenture.

"Series 2026 A Bonds Redemption Account" means the account by that name created within the Series 2026 A Bonds Debt Service Fund pursuant to Section 4.01 of this Indenture.

"Series 2026 A Bonds Reserve Fund" means the fund by that name created with the Trustee pursuant to Section 4.01 of this Indenture.

"Sinking Fund Installment" means the amount of money provided in this Indenture to periodically redeem or pay at maturity Term Bonds on any particular date and in any particular amount, as provided in this Indenture.

"State" means the State of West Virginia.

"Subordinate Bonds" means tax increment revenue bonds or other obligations issued by the Issuer, the lien on and security interest in the Tax Increment Revenues generated in the TIF District and the pledge of the funds on deposit from time to time in the TIF Fund and the TIF District Revenue Fund shall be junior and subordinate to the lien and pledge thereof in favor of the Bonds.

"Supplemental Indenture" means an indenture of trust which has been duly executed by the President of the Issuer pursuant to an order duly entered of record by the Issuer and which indenture is amendatory of or supplemental to this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

"Tax Certificate" means the Tax Certificate and Agreement dated the Closing Date, executed and delivered by the Issuer in connection with the closing of the Series 2026 A Bonds.

"Tax-Exempt Bonds" means any Bonds or Subordinate Bonds, as applicable, with respect to which there shall have been delivered to the Issuer an Opinion of Bond Counsel to the effect that the interest on such Bonds or Subordinate Bonds, as applicable, is excludable from gross income of the owners thereof for federal income tax purposes.

"Tax Increment" means the amount of regular levy property taxes attributable to the amount by which the current assessed value (as defined by the TIF Act) of real and tangible personal property, excluding personal motor vehicles, personal trailers, personal boats, personal

campers, personal motor homes, personal ATVs, personal motorcycles and other personal property excluded by the TIF Act, having a tax situs in the TIF District exceeds the base assessed value (as defined in the TIF Act) of such property.

"Tax Increment Revenues" shall mean, subject to the exceptions and qualifications set forth in the TIF Act, all Tax Increment funds paid to the Sheriff of Harrison County and deposited into the TIF Fund pursuant to the TIF Act (excluding the PAYGO Revenues), as well as any payments pursuant to a payments in lieu of taxes agreement or any contributions paid over to the Trustee for deposit in the TIF District Revenue Fund pursuant to any agreement entered into on or subsequent to the date of creation of the TIF District with respect to tax-exempt or other property located within the TIF District.

"Term Bonds" means the Bonds or Subordinate Bonds, as applicable, of any Series payable prior to or at their stated maturity from Sinking Fund Installments.

"Terminal Facilities" means the new airport terminal, parking area and related buildings and facilities constructed by the Benedum Airport Authority at the North Central West Virginia Airport at an approximate cost of $27,235,000.

"Termination Date" means the termination date of the TIF District, which date is October 31, 2048.

"TIF Act" or "Act" means the West Virginia Tax Increment Financing Act, Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended.

"TIF District" shall have the meaning set forth in the recitals hereto.

"TIF District Administrative Expense Fund" means the fund by that name created pursuant to Section 4.01 hereof.

"TIF District Revenue Fund" means the fund by that name created by Section 4.01 hereof.

"TIF Fund" means the Tax Increment Financing Fund for the TIF District created and established by the Issuer pursuant to the District Creation Order and as provided for under the TIF Act.

"Trustee" means Wesbanco Bank, Inc. and its successors, and any other corporation that may at any time be substituted in its place as provided in this Indenture.

"Trust Estate" means the Trust Estate described in the Granting Clauses of this Indenture.

"Underwriter" means, with respect to the Series 2026 A Bonds, Piper Sandler & Co., Charleston, West Virginia.

"2025 WVEDA Loan" means the Promissory Note, dated May 22, 2025, pursuant to which the Benedum Airport Authority promised to pay to the order of the West Virginia Economic

Development Authority the sum of $10,000,000 which financing was provided by the West Virginia Economic Development Authority to fund a portion of the cost of constructing the Terminal Facilities.

"2025 WVEDA Loan Prepayment Fund" means the fund by that name created pursuant to Section 4.01 hereof.

"2026 A Project" means the portion of the Project Plan financed by proceeds of the Series 2026 A Bonds as more particularly described in the Development Agreement.

Section 1.02. Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Indenture:

A. Words importing the singular number include the plural number and words importing the plural number include the singular number.

B. Words of the masculine gender include correlative words of the feminine and neuter genders.

C. The headings and the table of contents set forth in this Indenture are solely for convenience of reference and shall not constitute a part of this Indenture, nor shall they affect its meaning, construction or effect.

D. Words importing persons include any individual, corporation, public corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

E. Any reference to a particular percentage or proportion of the holders of Bonds or Subordinate Bonds shall mean the holders at the particular time of the specified percentage or proportion in aggregate principal amount of all Bonds or Subordinate Bonds, as applicable, then Outstanding under this Indenture, except Bonds or Subordinate Bonds held by or for the account of the Issuer, whether or not pledged to or by the Issuer; however, Bonds or Subordinate Bonds so pledged may be regarded as Outstanding for the purposes of this paragraph if the pledgee establishes to the satisfaction of the Trustee the pledgee's right to vote such Bonds. Any reference herein to Bonds or Subordinate Bonds the consent or direction of a specified proportion of the holders of which is required or permitted prior to the taking of any action hereunder shall mean the holders of such proportion of Outstanding Bonds or Outstanding Subordinate Bonds as shall be affected thereby.

F. Any reference to the TIF District Administrative Expense Fund, the TIF District Revenue Fund, the Series 2026 A Bonds Costs of Issuance Fund, the Series 2026 A Bonds Debt Service Fund, the Series 2026 A Bonds Project Fund, the Series 2026 A Bonds Rebate Fund and the Series 2026 A Bonds Reserve Fund shall be to the fund or account so designated that is created under Article IV. If any Supplemental Indenture provides for the establishment of separate funds and accounts for any series of Bonds or Subordinate Bonds, then any provision of this Indenture requiring or permitting the application of amounts on deposit in any fund or account to the payment of any Bonds or Subordinate Bonds, as applicable, or the transfer of amounts on deposit in any

fund or account maintained for any Bonds or Subordinate Bonds, as applicable, to any other fund or account shall refer to the fund or account maintained for such Bonds or Subordinate Bonds.

G. Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

H. Any reference herein to the terms "Bond," "Bonds," "Bondholder" or "Bondholders" in a context in which such terms can be logically construed as comprehending all tax increment financing obligations issued pursuant to this Indenture and the holders thereof, including Subordinate Bonds and the Bondholders of Subordinate Bonds, shall include Subordinate Bonds and the Bondholders of Subordinate Bonds and the provisions of this Indenture in which such terms appear shall apply to any Supplemental Indenture pursuant to which such Subordinate Bonds are issued to the extent that such provisions do not conflict with the provisions of such Supplemental Indenture.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE SERIES 2026 A BONDS; ADDITIONAL BONDS

Section 2.01. Series 2026 A Bonds Authorized; Additional Bonds. There is hereby authorized under this Indenture the issuance of a series of bonds in the aggregate principal amount of $_____ which shall be designated "The County Commission of Harrison County Tax Increment Revenue Bonds, Series 2026 A (Harrison County Development District No. 6 – North Central West Virginia Airport)" for the purposes of (i) repaying in full the 2025 WVEDA Loan; (ii) financing costs of the 2026 A Project, (iii) funding a reserve fund for the Series 2026 A Bonds; and (iv) paying costs of issuance of the Series 2026 A Bonds and related costs.

Section 2.02. Details of Series 2026 A Bonds. The Series 2026 A Bonds shall be dated the date of initial delivery thereof, and shall bear interest at the rates designated below from their dates (computed on the basis of a year of 360 days and twelve 30-day months) until payment of principal has been made or provided for, payable on each Interest Payment Date, commencing June 1, 2027, except that Series 2026 A Bonds which are reissued upon transfer, exchange or other replacement shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or if no interest has been paid, from the date of the Series 2026 A Bonds. The Series 2026 A Bonds shall be numbered, shall bear interest and shall mature on June 1 in the years and principal amounts as follows:

Bond No.	Principal Amount	Maturity Date	Interest Rate	CUSIP*
AR-1	$_____	June 1, 2048	_____%	_____

*The referenced CUSIP information has been provided by a third party and neither the Issuer nor the Trustee assumes any responsibility for the accuracy of such information either now or in the future.

The principal of the Series 2026 A Bonds shall not be subject to acceleration upon an Event of Default, default or otherwise, provided that nothing in this Section shall in any way prohibit the prepayment or redemption of Series 2026 A Bonds under Article III, or the defeasance of the Series 2026 A Bonds and discharge of this Indenture under Section 8.01. The principal of the Series 2026 A Bonds shall be subject to optional and mandatory redemption as provided in Article III of this Indenture. The Series 2026 A Bonds are being purchased in their entirety by the Original Purchaser.

Section 2.03. Minimum Denominations, Numbers, Letters and Form. The Series 2026 A Bonds shall be issued in fully registered form, in Authorized Denominations. The Series 2026 A Bonds shall be numbered separately from 1 upward preceded by the letters "AR" prefixed to the number. The Series 2026 A Bonds shall be in the form of **Exhibit A** hereto with such changes, variations or amendments as are permitted by this Indenture. Additional Bonds and Subordinate Bonds shall be in such forms and such denominations and have such numbers as shall be set forth in the applicable Supplemental Indenture.

Section 2.04. Place and Manner of Payment. The Debt Service on the Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. The principal of and premium, if any, on all Bonds when repayable in full shall be payable upon presentation and surrender of such Bonds at the corporate trust operations office of the Trustee, currently located in Wheeling, West Virginia. With respect to the Series 2026 A Bonds which are subject to optional redemption in part pursuant to Section 3.02 of this Indenture, mandatory sinking fund redemption as provided for in Section 3.03 of this Indenture, extraordinary mandatory redemption in part as provided for in Section 3.04 of this Indenture, the Trustee shall make the principal payment directly to the Registered Owner and update its records to reflect the remaining principal balance due and owing on such Series 2026 A Bonds without the necessity of the Registered Owner tendering such Series 2026 A Bond to the principal corporate trust office of the Trustee for payment and issuance of a new Bond or Bonds, except for the final payment of principal of such Series 2026 A Bonds on their Maturity Date or redemption in full, which shall require tender to the Trustee for payment.

Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person who is the Registered Owner of such Bond and at the address appearing on the Bond Register at the close of business on the Record Date pertaining to such Interest Payment Date; and to any Registered Owner of $1,000,000 or more in aggregate principal amount of the Bonds as of the commencement of business of the Trustee on the Record Date for a particular Interest Payment Date who so elects, by wire transfer of funds to such wire transfer address within the continental United States as such Registered Owner shall have furnished to the Trustee in writing not less than five days prior to such Record Date and upon compliance with the reasonable requirements of the Trustee; provided, however, that, if and to the extent the Issuer shall default in the payment or provision for payment of interest on any Bond on any Interest Payment Date, such interest in default shall cease to be payable to the person who was the holder of such Bond as of the Record Date. Whenever moneys become available for the payment of such delinquent interest, the Trustee shall establish a Special Record Date for the payment of such delinquent interest, which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment, and the Trustee shall cause notice of the proposed payment and of such Special Record Date to be mailed by first class mail, postage prepaid, to each Bondholder at his address as it appears on the Bond Register not less than 10 days prior to such Special Record Date. Such notice having been so mailed, the delinquent interest shall be payable to the persons who are the holders of the Bonds (or their respective predecessor Bonds) at the close of business on such Special Record Date. Interest will not accrue on delinquent interest.

Subject to the foregoing, each Bond delivered under this Indenture and the indentures supplemental hereto upon transfer thereof, or in exchange for or in lieu of any other Bond, shall carry the rights to interest accrued and unpaid, and to accrue on such Bond, or which were carried by such replaced Bond.

Section 2.05. Execution. The Bonds shall be executed in the name and on behalf of the Issuer by the manual or facsimile signature of its President, sealed with its corporate seal (or a facsimile thereof) and attested by the manual or facsimile signature of its County Clerk. In case any officer whose manual or facsimile signature appears on the Bonds shall cease to be such officer before delivery of such Bonds, such signature, nevertheless, shall be valid and sufficient for all

purposes as if such officer had remained in office until such delivery, and the Issuer may adopt and use for the execution of Bonds the manual or the facsimile signature of any person who shall have been at the time the proper officer to execute such Bonds, notwithstanding the fact that such person may not have been such officer on the date of such Bonds or that such person may have ceased to be such officer at the time when such Bonds shall be actually authenticated and delivered.

Section 2.06. Authentication. All Bonds shall have endorsed thereon a certificate of authentication and registration duly executed by the Trustee. None of the Bonds shall be valid or entitled to any security or benefit under this Indenture unless and until such certificate of authentication shall have been duly executed manually by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder. The Certificate of Authentication shall be in substantially the form set forth in **Exhibit A** hereto with respect to the Series 2026 A Bonds.

Section 2.07. Conditions Precedent to Issuance of Series 2026 A Bonds. The Series 2026 A Bonds shall be executed by the Issuer and delivered to the Trustee, whereupon the Trustee, as Registrar, shall authenticate the Series 2026 A Bonds and, upon payment of the net proceeds of the Series 2026 A Bonds by the Original Purchaser, shall deliver the Series 2026 A Bonds upon the order of the Issuer, but only upon delivery to the Trustee of:

A. A copy of this Indenture executed by the Issuer and the Trustee;

B. A request and authorization to the Trustee on behalf of the Issuer, executed by an Authorized Officer, to authenticate the Series 2026 A Bonds and deliver said Series 2026 A Bonds to the Original Purchaser upon payment to the Trustee, for the account of the Issuer, of an amount equal to the net proceeds of the Series 2026 A Bonds. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the names of the purchasers and the net proceeds;

C. A copy, certified by the County Clerk, of the Bond Order;

D. An Opinion of Bond Counsel to the effect that the Issuer is duly authorized and entitled to issue the Series 2026 A Bonds and, upon the execution, authentication and delivery thereof as provided in this Indenture, the Series 2026 A Bonds will be duly and validly issued and will constitute valid and binding special, limited obligations of the Issuer payable solely from the sources provided therefor in this Indenture, that the interest on the Series 2026 A Bonds is excludable from gross income of the owners thereof for federal income tax purposes and that the Series 2026 A Bonds and the income therefrom are exempt from all state income taxes, whether imposed on individuals, corporations or other persons, from state business franchise taxes and from ad valorem property taxes; and

E. Any other documents that may be required by the Trustee or the Original Purchaser.

When the documents specified above have been filed with the Trustee, and when the Series 2026 A Bonds shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Series 2026 A Bonds to or upon the order of the Original Purchaser thereof, but only upon payment to the Trustee of the net proceeds of the Series 2026 A Bonds. The net proceeds of the Series 2026 A Bonds shall be immediately paid over to the Trustee, and the Trustee shall deposit and apply such proceeds as provided in Article IV hereof.

Section 2.08. Authorization of Additional Bonds; Conditions Precedent to Issuance of Additional Bonds.

A. In addition to the Series 2026 A Bonds, the Issuer may issue from time to time Additional Bonds under and secured by this Indenture, subject to the further provisions of this Section, (i) to refund any Outstanding Bonds or Subordinate Bonds; (ii) to obtain funds necessary to finance or refinance the acquisition or construction of any Additional Projects; (iii) to obtain funds necessary to finance or refinance the completion of the acquisition or construction of the 2026 A Project or any Additional Projects; or (iv) to resolve claims or pay judgments impacting the TIF District. The issuance of Additional Bonds shall be authorized by a Supplemental Indenture, which shall specify all matters required to be provided in this Section. Additional Bonds means any Bonds issued by the Issuer pursuant to this Section 2.08 which have a shared first priority lien upon the Tax Increment Revenues of the TIF District, the TIF Fund and the TIF District Revenue Fund with the pledge and lien thereon which is created by this Indenture in favor of the Series 2026 A Bonds and any Additional Bonds.

B. Prior to issuing Additional Bonds for the purpose of refunding any Outstanding Bonds for debt service savings, the Issuer shall deliver to the Trustee a certificate of the Issuer to the effect that the refunding will not result in an increase in the debt service requirement on the Bonds in any Bond Year. The Issuer may also issue Additional Bonds to refund any Outstanding Bonds when debt service savings is not being achieved in order to eliminate or amend covenants or structural impediments which are inhibiting the efficient development of the TIF District.

C. Prior to the issuance of Additional Bonds for any purpose other than refunding any Outstanding Bonds for debt service savings, the Trustee shall receive a certificate of the underwriter or placement agent, as applicable, for the Additional Bonds proposed to be issued confirming that (1) the projected Tax Increment Revenues that will be available for each future Bond Year based on the estimated Tax Increment Revenues using the most recent certified assessed values of the property in the TIF District, as calculated by an Independent Financial Consultant (whose credentials are satisfactory to the Issuer and the underwriter or placement agent, as applicable, for such Additional Bonds), will not be less than 125% of the Maximum Annual Debt Service on the Bonds then Outstanding, any Additional Bonds previously issued in accordance with this Indenture and then Outstanding and the Additional Bonds then proposed to be issued, or (2) the projected Tax Increment Revenues that will be available for each future Bond Year based on revenue projections prepared by an Independent Financial Consultant (whose credentials are satisfactory to the Issuer and the underwriter or placement agent, as applicable, for such Additional Bonds) will not be less than 130% of the Maximum Annual Debt Service on the Bonds then Outstanding, any Additional Bonds previously issued in accordance with this Indenture and then Outstanding and the Additional Bonds then proposed to be issued.

D. Each Series of Additional Bonds authorized in accordance with this section shall share a first priority lien upon the Tax Increment Revenues, the TIF Fund and the funds on deposit from time to time in the TIF District Revenue Fund with the Series 2026 A Bonds and any Additional Bonds then Outstanding. The Supplemental Indenture authorizing the issuance of any Series of Additional Bonds shall specify the terms of such Additional Bonds and the form, denominations, and other details of such Additional Bonds. Any Supplemental Indenture authorizing the issuance of Additional Bonds may provide for the creation of separate funds and accounts for such bonds. Any Supplemental Indenture authorizing the issuance of Additional Bonds shall provide that such Additional Bonds shall be secured by a separate reserve fund.

E. The Bonds of each Series of Additional Bonds shall be executed by the Issuer and delivered to the Trustee whereupon the Trustee shall authenticate such Additional Bonds and deliver such Additional Bonds to or upon the order of the Issuer, but only upon receipt by the Trustee of the purchase price of such Additional Bonds, or the initial advance thereof in the case of draw down obligations, and each of the following:

(i) a copy of the applicable Supplemental Indenture authorizing the issuance of such Additional Bonds, executed by the Issuer and the Trustee;

(ii) a copy of the order adopted and entered of record by the Issuer authorizing the issuance of such Additional Bonds pursuant to the Act, specifying the maximum principal amount of such Additional Bonds and other matters relative thereto, certified by an Authorized Officer;

(iii) copies of the certificates and revenue reports required by Sections 2.08B or 2.08C hereof;

(iv) an Opinion of Bond Counsel to the effect that (a) the Supplemental Indenture authorizing the issuance of such Additional Bonds is in full force and effect and is valid and binding upon the Issuer and is authorized under this Indenture; and (b) the Issuer is duly authorized and entitled to issue such Additional Bonds and, upon the execution, authentication and delivery thereof as provided in such Supplemental Indenture, such Additional Bonds will be duly and validly issued and will constitute valid and binding special obligations of the Issuer;

(v) an order of an Authorized Officer directing the authentication and delivery of such Additional Bonds, designating the purchasers to whom such Additional Bonds are to be delivered, stating the purchase price of such Additional Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the Issuer; and

(vi) moneys or securities authorized for the investment of the reserve fund in an amount equal to the amount, if any, required to make the amount on deposit in the reserve fund for such Additional Bonds equal to the amount required to be initially deposited therein by the applicable Supplemental Indenture.

F. Additional Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, including but not limited to any Subordinate Bonds, the lien of which on the Tax Increment Revenues, the TIF Fund and the funds on deposit from time to time in the TIF District Revenue Fund is subordinate to the prior and superior first priority lien of the Bonds.

Section 2.09. Subordinate Bonds. The Issuer may issue Subordinate Bonds at any time without the consent of the Trustee, the Registered Owners or any other party and without complying with any other terms and conditions of this Indenture. The Supplemental Indenture authorizing the issuance of any Series of Subordinate Bonds shall specify the terms of such Subordinate Bonds and the form, denominations, and other details of such Subordinate Bonds. Any Supplemental Indenture authorizing the issuance of Subordinate Bonds may provide for the creation of separate funds and accounts for such bonds.

Section 2.10. Registration, Transfer and Exchange. The Trustee shall cause to be kept at its principal corporate trust office a register (referred to herein as the "Bond Register") in which, subject to such reasonable regulations as it may prescribe, the Trustee shall provide for the registration, transfer and exchange of Bonds and Subordinate Bonds as herein provided. The Trustee is hereby appointed "Registrar" for the purpose of registering Bonds and Subordinate Bonds and transfers of Bonds and Subordinate Bonds as herein provided.

Bonds and Subordinate Bonds may be transferred or exchanged only upon the Bond Register maintained by the Trustee as provided in this Section. Upon surrender for transfer or exchange of any Bonds or Subordinate Bonds at the principal corporate trust office of the Trustee, the Issuer shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds or Subordinate Bonds of the same series and maturity, of any authorized denominations and of a like aggregate principal amount.

Every Bond or Subordinate Bond presented or surrendered for transfer or exchange shall (if so required by the Issuer or the Trustee, as Registrar) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Trustee, as Registrar, duly executed by the Bondholder thereof or his attorney or legal representative duly authorized in writing.

All Bonds or Subordinate Bonds surrendered upon any exchange or transfer provided for in this Indenture shall be promptly cancelled by the Trustee and thereafter disposed of as required by applicable law or in the absence of applicable law pursuant to the procedures of the Trustee.

All Bonds or Subordinate Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the Issuer, evidencing the same debt, and entitled to the same security and benefits under this Indenture, as the Bonds or Subordinate Bonds surrendered upon such transfer or exchange.

No service charge shall be made for any registration, transfer or exchange of Bonds or Subordinate Bonds, but the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any such transfer or exchange,

and such charge shall be paid before any such new Bond or Subordinate Bond shall be delivered. The fees and charges of the Trustee for making any transfer or exchange and the expense of any bond printing necessary to effect any such transfer or exchange shall be paid by the Bondholder requesting such transfer or exchange. In the event any Bondholder fails to provide a correct taxpayer identification number to the Trustee, the Trustee may impose a charge against such Bondholder sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Trustee from amounts otherwise payable to such Bondholder hereunder or under the Bonds or Subordinate Bonds.

The Trustee shall not be required (i) to transfer or exchange any Bond or Subordinate Bond during a period beginning at the opening of business 15 days before the day of the first publication or the mailing (if there is no publication) of a notice of redemption of such Bond or Subordinate Bond and ending at the close of business on the day of such publication or mailing, or (ii) to transfer or exchange any Bond or Subordinate Bond so selected for redemption in whole or in part, during a period beginning at the opening of business on any Regular Record Date for such series of Bonds or Subordinate Bonds and ending at the close of business on the relevant Interest Payment Date therefor.

The Person in whose name any Bond or Subordinate Bond shall be registered on the Bond Register shall be deemed and regarded as the absolute owner thereof for all purposes, except as otherwise provided in this Indenture, and payment of or on account of the principal of and premium, if any, and interest on any such Bond or Subordinate Bond shall be made only to or upon the order of the Bondholder thereof or his legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond or Subordinate Bond to the extent of the sum or sums so paid.

The Trustee will keep on file at its principal corporate trust office a list of the names and addresses of the last known owners of all Bonds and Subordinate Bonds and the identification numbers of such Bonds and Subordinate Bonds held by each of such owners. At reasonable times and under reasonable regulations established by the Trustee, the list may be inspected and copied by the Issuer or the owners of 10% or more in principal amount of Bonds Outstanding or Subordinate Bonds Outstanding, as applicable, or the authorized representative thereof, provided that the ownership of such owner and the authority of any such designated representative shall be evidenced to the satisfaction of the Trustee.

Section 2.11. Mutilated, Destroyed, Lost and Stolen Bonds. If (i) any mutilated Bond or Subordinate Bond is surrendered to the Trustee, or the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Bond or Subordinate Bond, and (ii) there is delivered to the Issuer and the Trustee such security or indemnity as may be required by it to save the Trustee and the Issuer harmless, then, in the absence of notice to the Trustee that such Bond or Subordinate Bond has been acquired by a bona fide purchaser, the Issuer shall execute and upon its request the Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond or Subordinate Bond, a new Bond or Subordinate Bond of the same series and maturity and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost or stolen Bond or Subordinate Bond has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Bond or Subordinate Bond, pay the same.

Upon the issuance of any new Bond or Subordinate Bond under this Section, the Issuer and the Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith.

Every new Bond or Subordinate Bond issued pursuant to this Section in lieu of any destroyed, lost or stolen Bond or Subordinate Bond, shall constitute an original additional contractual obligation of the Issuer, whether or not the destroyed, lost or stolen Bond or Subordinate Bond shall be at any time enforceable by anyone, and shall be entitled to all the security and benefits of this Indenture equally and ratably with all other Outstanding Bonds or Outstanding Subordinate Bonds, as applicable in the circumstances.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds and Subordinate Bonds.

Section 2.12. Cancellation of Bonds. All Bonds or Subordinate Bonds surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Trustee, shall be promptly cancelled by the Trustee, and, if surrendered to any Paying Agent other than the Trustee, shall be delivered to the Trustee and, if not already cancelled, shall be promptly cancelled by the Trustee. The Issuer may at any time deliver to the Trustee for cancellation any Bonds or Subordinate Bonds previously authenticated and delivered hereunder, which the Issuer may have acquired in any manner whatsoever, and all Bonds or Subordinate Bonds so delivered shall be promptly cancelled by the Trustee. No Bond or Subordinate Bond shall be authenticated in lieu of or in exchange for any Bond or Subordinate Bond cancelled as provided in this Section, except as expressly provided by this Indenture. The Trustee shall execute and deliver to the Issuer a certificate describing the Bonds or Subordinate Bonds so cancelled. All cancelled Bonds or Subordinate Bonds held by the Trustee shall be disposed of in accordance with applicable law.

Section 2.13. Payment of Debt Service Following Termination of TIF District. The Bondholders of all of the Bonds and Subordinate Bonds and the Trustee on behalf of such Bondholders hereby agree that any principal of and interest on any Bonds or Subordinate Bonds which remains due and payable following the Termination Date shall be waived by the Bondholders and the Trustee and such Bondholders agree that such Bonds and Subordinate Bonds shall thereupon be considered legally discharged, satisfied and cancelled. As soon thereafter as may be practical following the Termination Date, the Issuer shall cause the Sheriff to transfer all funds then on deposit in the TIF Fund to the Trustee for deposit of such funds in the TIF District Revenue Fund to be applied by the Trustee, first to the payment of the Administrative Expenses of the TIF District to the extent that such funds are sufficient therefore, and then to the payment to the Bondholders of all Bonds and Subordinate Bonds issued by the Issuer under and pursuant to the TIF Act with respect to the TIF District and then Outstanding in their order of priority and based upon the amount of Tax Increment Revenues allocable to such Bonds and Subordinate

Bonds as described in this Indenture and all Supplemental Indentures.

Section 2.14. Book-Entry Bonds; Securities Depository. The Series 2026 A Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing their respective interests in the Series 2026 A Bonds, except in the event the Trustee issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Series 2026 A Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit notices of redemption with respect to the Series 2026 A Bonds and payment of principal of, premium, if any, and interest on, the Series 2026 A Bonds to the Participants until and unless the Trustee authenticates and delivers Replacement Bonds to the beneficial owners as described in this Section.

If the Trustee receives written notice from Participants having interests in not less than 50% of the Series 2026 A Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Series 2026 A Bonds being issued to any bondowner other than the Securities Depository is no longer in the best interests of the beneficial owners of the Series 2026 A Bonds, then the Trustee shall notify the bondowners of such determination or such notice and of the availability of certificates to owners requesting the same, and the Trustee shall register in the name of and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that the Issuer, with the consent of the Trustee, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository or the Trustee as its agent, has possession of at least one Series 2026 A Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Trustee, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Trustee or bondowners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Trustee shall authenticate and cause delivery of Replacement Bonds to bondowners, as provided herein. The Trustee may rely on information from the Securities Depository and its Participants as to the names, addresses and principal amounts held of the beneficial owners of the Series 2026 A Bonds. The cost of printing, registration, authentication, payment, transfer and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Trustee upon its receipt of a Series 2026 A Bond for cancellation shall cause

the delivery of Series 2026 A Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

ARTICLE III

REDEMPTION OF BONDS

Section 3.01. Limitation on Redemption. The Series 2026 A Bonds shall be subject to redemption prior to their stated maturity date in whole or in part only as described in this Article III. Any Additional Bonds or Subordinate Bonds issued pursuant to this Indenture, and any Supplemental Indenture shall be subject to redemption prior to their stated maturity date in accordance with the terms of the Supplemental Indenture authorizing the issuance thereof.

Section 3.02. Optional Redemption. The Series 2026 A Bonds are subject to optional redemption prior to their stated maturity on and after June 1, 20__, at the option of the Issuer, as a whole, or in part, at any time, at a Redemption Price equal to 100% of the principal amount thereof then being redeemed, plus interest thereon to the date set for redemption.

Section 3.03. **Mandatory Sinking Fund Redemption**.

The Series 2026 A Bonds maturing June 1, 20__, are subject to mandatory redemption prior to maturity from Sinking Fund Installments on June 1 of each year as set forth below (each, a "Mandatory Redemption Date"). The aggregate amount of the Revenues which are to be transferred by the Trustee to the Series 2026 A Bonds Redemption Account of the Series 2026 A Bonds Debt Service Fund prior to each Mandatory Redemption Date must include amounts sufficient to redeem on the next succeeding Mandatory Redemption Date the principal amount of Series 2026 A Bonds required to be redeemed on such Mandatory Redemption Date (less the amount of any applicable credit described below).

(i) The Series 2026 A Bonds maturing on June 1, 20__, are subject to mandatory redemption prior to maturity on the applicable Mandatory Redemption Dates from Sinking Fund Installments, at a redemption price of 100% of the principal amount redeemed, plus interest accrued to the applicable Mandatory Redemption Date in the principal amounts set forth below:

Mandatory Redemption Date	Sinking Fund Installment	Mandatory Redemption Date	Sinking Fund Installment
June 1, 20__	$	June 1, 20__	$
June 1, 20__	$	June 1, 20__	$
June 1, 20__	$	June 1, 20__	$
June 1, 20__	$	June 1, 20__	$
June 1, 20__	$	June 1, 20__	$
June 1, 20__	$	June 1, 20__	$
June 1, 20__	$	June 1, 20__	$
June 1, 20__	$	June 1, 20__*	$

* Maturity Date of such Series 2026 A Bond

(ii) The Issuer has the option to deliver to the Registrar for cancellation Series 2026 A Bonds acquired in any manner whatsoever in any aggregate principal amount and to receive a

credit against the then current Sinking Fund Installment (and corresponding mandatory redemption obligation) of the Issuer with respect to the Series 2026 A Bonds. That option must be exercised by the Issuer on or before the 45th day preceding the applicable Mandatory Redemption Date, by furnishing the Trustee a certificate, executed by the Authorized Officer, setting forth the extent of the credit to be applied with respect to the then current Sinking Fund Installment (and corresponding mandatory redemption obligation). A credit against the then current Sinking Fund Installment (and corresponding mandatory redemption obligation) also must be received by the Issuer for any Series 2026 A Bonds that have been purchased for cancellation or redeemed (other than from monies on deposit in the Series 2026 A Bonds Reserve Fund) other than through the operation of the Sinking Fund Installments.

Each Series 2026 A Bond so delivered, redeemed previously or purchased and canceled must be credited by the Trustee at 100% of the principal amount thereof against the then current Sinking Fund Installment. Any excess of that amount over the then current Sinking Fund Installment with respect to the Series 2026 A Bonds will be credited against subsequent Sinking Fund Installments with respect to the Series 2026 A Bonds in the order directed by the Issuer.

Section 3.04. Extraordinary Mandatory Redemption from Project Fund. The Series 2026 A Bonds are subject to extraordinary mandatory redemption and payment prior to maturity at the option of the Issuer at a Redemption Price equal to 100% of the principal amount thereof then being redeemed, with no redemption premium or penalty, plus accrued interest from any funds remaining on deposit in the Series 2026 A Bonds Project Fund on the earlier of either (i) the date on which the Certificate of Completion is filed with the Issuer, the Trustee and the Benedum Airport Authority, or (ii) the date which is three (3) years from the Date of Issue of the Series 2026 A Bonds which funds have been transferred to the Series 2026 A Bonds Redemption Account within the Series 2026 A Bonds Debt Service Fund pursuant to Section 4.03B of this Indenture.

Section 3.05. Purchase In Lieu of Redemption. In lieu of redeeming the Series 2026 A Bonds, the Trustee shall, at the written direction of the Issuer use funds otherwise available for redemption of the Series 2026 A Bonds to purchase Series 2026 A Bonds of the same series and maturity in the open market within seven (7) days prior to the redemption date then applicable at a price less than and not exceeding the redemption price then applicable. Any Series 2026 A Bonds so purchased in lieu of redemption shall be delivered to the Trustee for cancellation and shall be cancelled. If such purchase cannot be made within the constraints of timing and/or price, the written direction of the Issuer shall be null and void with no liability on the part of the Trustee. In the case of any optional redemption or purchase and cancellation of Series 2026 A Bonds, the Issuer shall receive credit against its Sinking Fund Installment with respect to the Series 2026 A Bonds of the maturity redeemed or purchased by lot as selected by the Trustee; provided, however, that following such reduction each such Sinking Fund Installment payment is made in an Authorized Denomination.

Section 3.06. Selection of Bonds to Be Redeemed. If fewer than all of the Bonds are to be redeemed at the option of the Issuer the Series and maturities of the Bonds to be redeemed shall be selected by the Issuer. If fewer than all of the Bonds of a particular maturity of a Series shall be called for redemption, the Trustee shall select or cause to be selected the particular Bonds or portions of Bonds of such Series to be redeemed from such maturity by lot or in such other manner

as the Trustee in its discretion may deem proper, provided that the portion of the Bond that shall remain Outstanding upon such redemption shall be in a principal amount equal to an Authorized Denomination for such Bond and, in selecting Bonds for redemption, each Bond shall be treated as representing that number of Bonds that is obtained by dividing the principal amount of such Bond by the smallest Authorized Denomination for such Bond. With respect to Bonds which are subject to optional redemption in part pursuant to Section 3.02 of this Indenture, mandatory sinking fund redemption as provided for in Section 3.03 of this Indenture, extraordinary mandatory redemption in part as provided for in Section 3.04 of this Indenture, the Trustee shall make the principal payment directly to the Registered Owner and update its records to reflect the remaining principal balance due and owing on such Bonds without the necessity of the Registered Owner tendering such Bond to the principal corporate trust office of the Trustee for payment and issuance of a new Bond or Bonds, except for the final payment of principal of such Bonds on their Maturity Date or redemption in full, which shall require tender to the Trustee for payment.

Section 3.07. Notice of Redemption.

A. The Issuer shall give notice to the Trustee of its election to redeem Bonds pursuant to Section 3.02 hereof. Each such notice shall be given at least 45 days prior to the redemption date of such Bonds, or such fewer number of days as shall be acceptable to the Trustee. Upon receipt of such notice, the Trustee shall give notice in the name of the Issuer of the Issuer's election to redeem such Bonds as hereinafter provided.

Unless waived by any owner of Series 2026 A Bonds to be redeemed, official notice of any redemption pursuant to Section 3.02 or Section 3.03 hereof shall be given by the Trustee on behalf of the Issuer by mailing a copy of an official redemption notice to each Registered Owner by first class mail or transmission via Electronic Means, at least 30 days and not more than 60 days prior to the redemption date; provided, however, that with respect to an extraordinary mandatory redemption of Series 2026 A Bonds in part pursuant to Section 3.04 hereof, the period shall be not less than 10 days nor more than 30 days prior to the redemption date. Such notice may state that the proposed redemption is conditioned on there being on deposit in the Series 2026 A Bonds Redemption Account within the Series 2026 A Bonds Debt Service Fund on the redemption date an amount of money sufficient to pay the redemption price of all the Series 2026 A Bonds which are to be redeemed on that date.

Following the mailing or transmission of any notice of redemption pursuant to this Section, the Trustee shall promptly notify the Issuer in writing of the Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

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

(1) the redemption date;

(2) the redemption price;

(3) the principal amount of Bonds of the series to be redeemed and, if less than all Bonds of a maturity of a series are to be redeemed, the identification numbers (and, in the case of

partial redemption, the respective principal amounts and maturity dates) of the Bonds to be redeemed;

(4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and

(5) the place where the Bonds to be redeemed are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Trustee or other Paying Agent.

The failure of any owner of Bonds to receive notice given as provided in this Section, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bonds. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given and shall become effective upon mailing, whether or not any owner receives such notice.

In addition to the foregoing notice, further notice shall be given by the Trustee on behalf of the Issuer at least 2 days before the date of mailing of such notice to the Registered Owners by registered or certified mail, overnight delivery service, facsimile transmission, or Electronic Means, including any electronic method which, in the sole opinion of the Trustee, shall be commonly used in the municipal securities industry and shall be acceptable to the Securities Depository, to one or more information repositories which have been designated to receive continuing disclosure filings by the Municipal Securities Rulemaking Board (including, if applicable, the EMMA system maintained by the Municipal Securities Rulemaking Board). Each further notice of redemption given shall contain the information required above for an official notice of redemption plus (i) the CUSIP numbers of all Bonds being redeemed; (ii) the date of issue of the Bonds as originally issued; (iii) the rate of interest borne by each Bond being redeemed; (iv) the maturity date of each Bond being redeemed; and (v) any other descriptive information needed to identify accurately the Bonds being redeemed. No defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Trustee shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Trustee, the Securities Depository, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

B. If at the time of mailing of any notice of redemption the Issuer shall not have deposited with the Trustee moneys sufficient to redeem all the Bonds called for redemption, such notice shall state that it is subject to the deposit of such moneys with the Trustee not later than the opening of business on the redemption date and such redemption notice and redemption shall be of no effect unless such moneys are so deposited. If such moneys are not deposited by such date and time, the Trustee promptly shall notify the Owners of all Bonds called for redemption of such

fact. Such failure to redeem shall not constitute an Event of Default hereunder or on the Series 2026 A Bonds.

C. Notwithstanding any other provisions herein to the contrary, the Trustee shall cause copies of any notices delivered pursuant to this Section 3.07 to be delivered to the Original Purchaser.

Section 3.08. Deposit of Redemption Price. Prior to or on any redemption date, the Issuer shall deposit with the Trustee or with a Paying Agent, an amount of money sufficient to pay the Redemption Price of all the Bonds which are to be redeemed on that date. Such money shall be transferred to the Series 2026 A Bonds Redemption Account and held in trust for the benefit of the Registered Owners entitled to such Redemption Price and shall not be deemed to be part of the Trust Estate.

Section 3.09. Bonds Payable on Redemption Date. Notice of redemption having been given as aforesaid, the Bonds so to be redeemed shall, on the redemption date set therefor, become due and payable at the Redemption Price therein specified and from and after such date (unless the Issuer shall default in the payment of the Redemption Price or unless a condition described in a conditional redemption notice was not met) such Bonds shall cease to bear interest. Upon surrender of any such Bond for redemption in accordance with said notice, such Bond shall be paid by the Trustee at the Redemption Price. Installments of interest with a due date on or prior to the redemption date shall be payable to the Registered Owners on the relevant Record Dates according to the terms of such Bonds.

Upon the payment of the Redemption Price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear or have enclosed identifying information, such as the issue and maturity of the Bonds being redeemed with the proceeds of such check or other transfer.

If any Bond called for redemption shall not be so paid upon surrender thereof for redemption, or as otherwise provided in this Article in lieu of surrender, the principal and premium, if any, shall, until paid, bear interest from the redemption date at the rate prescribed therefor in the Bond.

Section 3.10. Partial Redemption of Bonds. There may not be a redemption of Bonds in part unless the unredeemed portion of any Bond will be in an Authorized Denomination. Upon surrender of any Bond for redemption in part only, the Issuer shall execute, and the Trustee shall register, authenticate and deliver to the Owner thereof a new Bond or Bonds of Authorized Denominations, in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered.

Redemption of a portion of the principal amount of the Series 2026 A Bonds in part pursuant to optional redemption as provided in Section 3.02 of this Indenture or pursuant to mandatory sinking fund redemption in part as provided in Section 3.03 of this Indenture or pursuant to extraordinary mandatory redemption in part as provided in Section 3.04 of this Indenture may be effected by the Trustee making payments directly to the Registered Owner

thereof without surrender thereof and the Registered Owner agrees that it will not sell, transfer or otherwise dispose of such Series 2026 A Bonds unless prior to delivery thereof such Registered Owner shall present such applicable Series 2026 A Bonds to the Trustee for notation thereon of the portion of the principal thereof redeemed or shall surrender such applicable Series 2026 A Bonds in exchange for a new Series 2026 A Bond or Series 2026 A Bonds for the unredeemed balance of the principal of the surrendered Series 2026 A Bond.

Section 3.11. Effect of Redemption. If any Bond is subject by its terms to prior redemption and has been duly called for redemption and notice of the redemption thereof has been duly given as hereinbefore provided and if moneys for the payment of such Bond at the Redemption Price and the interest to accrue to the redemption date on such Bond (or the principal amount thereof to be redeemed) are held for the purpose of such payment by the Trustee, then such Bond (or the principal amount thereof to be redeemed) so called for redemption shall on the redemption date designated in such notice be deemed paid, and interest on such Bond (or the principal amount thereof to be redeemed), so called for redemption shall cease to accrue. All moneys held by the Trustee or a Paying Agent for the redemption of particular Bonds shall be held in trust for the account of the Holders and will be paid to them, respectively, upon presentation and surrender of those Bonds.

ARTICLE IV

FUNDS AND ACCOUNTS

Section 4.01. Creation of Funds and Accounts. The following funds and accounts are hereby created and shall be maintained under this Indenture:

A. TIF District Revenue Fund;

B. TIF District Administrative Expense Fund;

C. Series 2026 A Bonds Project Fund;

D. 2025 WVEDA Loan Prepayment Fund;

E. Series 2026 A Bonds Costs of Issuance Fund;

F. Series 2026 A Bonds Debt Service Fund, and therein,

(i) Series 2026 A Bonds Redemption Account;

G. Series 2026 A Bonds Reserve Fund; and

H. Series 2026 A Bonds Rebate Fund;

The above created funds and accounts shall be held by the Trustee hereunder separate and apart from all other moneys and funds of the Trustee and the Issuer and with the exception of the Series 2026 A Bonds Costs of Issuance Fund, the Series 2026 A Bonds Rebate Fund and the TIF District Administrative Expense Fund, such funds and accounts and the monies and investments on deposit therein or allocated thereto are hereby pledged to the repayment of the Series 2026 A Bonds.

Additional funds and accounts may be created and pledged with respect to any Additional Bonds or Subordinate Bonds which may be issued from time to time pursuant to the terms of this Indenture and any permitted Supplemental Indenture. Otherwise, with the exception of the TIF District Revenue Fund, none of the above created funds and accounts will be pledged by the Issuer to the repayment of any obligations hereafter issued by the Issuer for the benefit of the TIF District without the Bondholders of the Series 2026 A Bonds and any then Outstanding Additional Bonds having provided their prior written consent thereto.

For the purposes of internal accounting, the funds and accounts created or maintained pursuant to this Section may contain one or more accounts and sub-accounts, as the Issuer shall direct. The Trustee shall open the above created funds and accounts at such time said funds and accounts are required for purposes of this Indenture.

Section 4.02. Deposit of Bond Proceeds and Other Funds. The net proceeds derived from the sale of the Series 2026 A Bonds in the amount of $_____ (representing the par amount of $_____, less [plus] an [a net] original issue discount [premium] of $_____ and less an underwriter's discount of $_____) shall be paid by the Original Purchaser on the Closing Date by one or more certified checks, bank checks or wire transfers in immediately available funds and thereupon deposited by the Trustee on the Closing Date as follows:

(i) to the Series 2026 A Bonds Costs of Issuance Fund: $_____;

(ii) to the Series 2026 A Bonds Reserve Fund: $_____;

(iii) to the Series 2026 A Bonds Project Fund: $_____; and

(iv) to the 2025 WVEDA Loan Prepayment Fund $_____.

The monies on deposit in the Series 2026 A Bonds Costs of Issuance Fund shall be subject to requisitioning by the Issuer for the purpose of paying Costs of Issuance of the Series 2026 A Bonds as provided for the Series 2026 A Bonds Costs of Issuance Fund pursuant to Section 4.04 of this Indenture.

Proceeds of the Series 2026 A Bonds deposited into the Series 2026 A Bonds Reserve Fund shall be available to pay debt service on the Series 2026 A Bonds on the due dates for such payments when other funds available pursuant to this Indenture are insufficient therefor as provided pursuant to Section 4.05 of this Indenture.

Proceeds of the Series 2026 A Bonds deposited into the Series 2026 A Bonds Project Fund shall be subject to requisitioning by the Issuer and the Benedum Airport Authority for the purpose of paying Costs of the Project as provided for the Series 2026 A Bonds Project Fund pursuant to Section 4.03 of this Indenture.

Proceeds of the Series 2026 A Bonds deposited into the 2025 WVEDA Loan Prepayment Fund shall be applied on the Closing Date to the repayment in full of the 2025 WVEDA Loan in the amount of $_____ pursuant to the Prepayment Agreement.

Section 4.03. Series 2026 A Bonds Project Fund.

A. Benedum Airport Authority shall, so long as funds remain on deposit in the Series 2026 A Bonds Project Fund, no more frequently than monthly, unless permitted more frequently by the Issuer, prepare Project Cost Requisitions for the payment of the Costs of the Project as the same are incurred, which Project Cost Requisitions shall be in the form of Exhibit B attached hereto and made a part hereof, and submit the same to the Issuer for approval. Any request for information reasonably deemed necessary by the Issuer to approve a payment request for the Costs of the Project shall be made within seven (7) days of receipt of such Project Cost Requisition by the Issuer from the Benedum Airport Authority. Upon receiving a Project Cost Requisition which has been duly executed by the Benedum Airport Authority, and which contains supporting invoices and/or statements, or other similar supporting information, for payments requested, including

proof of payment if the Benedum Airport Authority is seeking reimbursement for invoices and/or statements previously paid, and upon receipt of any additional information reasonably deemed necessary by the Issuer, the Issuer shall consider such Requisition for approval at its next succeeding meeting in which such item can be legally placed on the agenda of the Issuer for such meeting.

The Issuer agrees that approval of a Project Cost Requisition shall not be withheld by the Issuer as long as such Project Cost Requisition is consistent with the Project Plan and the requirements of the Development Agreement, is supported by satisfactory invoices and/or statements, as well as proof of prior payment of the same in the case of requested reimbursement, which have been submitted therewith, requests payment or reimbursement of Costs of the Project then due and owing and not theretofore paid and/or reimbursed, and such costs are otherwise allowable expenditures under the TIF Act, the Project Plan and this Indenture. If a dispute arises regarding payment of any Project Cost Requisition, the Benedum Airport Authority and Issuer agree to meet and confer within five (5) Business Days in an effort to resolve such dispute as expeditiously as possible.

If the Issuer has approved a Project Cost Requisition, the Issuer shall then submit such Requisition to the Trustee for the payment or reimbursement of the Costs of the Project within two (2) Business Days of such approval. Upon receiving a Project Cost Requisition which has been duly prepared and executed by the Benedum Airport Authority and which has been executed by the Issuer, and which has all supporting information attached thereto, the Trustee shall thereupon, within two (2) Business Days disburse funds from the Series 2026 A Bonds Project Fund to the parties and in the amounts indicated in the Requisition.

B. Any funds remaining in the Series 2026 A Bonds Project Fund on the earlier of (i) the date on which the Certificate of Completion is filed with the Issuer, the Trustee and the Benedum Airport Authority; or (ii) the date which is three (3) years from the Date of Issue of the Series 2026 A Bonds shall be transferred by the Trustee to the Series 2026 A Bonds Debt Service Fund and applied by the Trustee as directed pursuant to an Officer's Certificate of the Issuer to either the payment of scheduled debt service on the Series 2026 A Bonds as the same becomes due and payable or the redemption of principal of the Series 2026 A Bonds by depositing such funds into the Series 2026 A Bonds Redemption Account pursuant to Section 3.04 of this Indenture.

Section 4.04. Series 2026 A Bonds Costs of Issuance Fund. The Issuer shall submit a Costs of Issuance Requisition in the form of **Exhibit C** attached hereto, with all supporting invoices attached, to the Trustee for payment of the Costs of Issuance of the Series 2026 A Bonds from the Series 2026 A Bonds Costs of Issuance Fund to the parties and in the amounts indicated in the Costs of Issuance Requisition on the Closing Date. Upon the written direction of an Authorized Officer of the Issuer, or if no such written direction has been received within 90 days following the Closing Date, the Trustee shall transfer any moneys remaining in the Series 2026 A Bonds Costs of Issuance Fund to the Series 2026 A Bonds Debt Service Fund to be thereupon applied by the Trustee to the payment of principal or interest when the same becomes due and payable. When no amounts remain in the Series 2026 A Bonds Costs of Issuance Fund, such Fund shall be closed.

Section 4.05. Series 2026 A Bonds Reserve Fund.

A. Upon issuance of the Series 2026 A Bonds, the Trustee shall deposit an amount equal to the Reserve Requirement into the Series 2026 A Bonds Reserve Fund, as provided in Section 4.02.

B. If on any Interest Payment Date or any date on which the principal amount of any Series 2026 A Bond becomes due by mandatory sinking fund redemption, maturity or otherwise, the amount credited to the Series 2026 A Bonds Debt Service Fund or the amount on deposit in the Series 2026 A Bonds Redemption Account and available to pay a mandatory Sinking Fund Installment of the Series 2026 A Bonds on any Mandatory Redemption Date shall be less than the amount of the principal of and the interest on the Series 2026 A Bonds due on such date or subject to mandatory sinking fund redemption, the Trustee forthwith shall transfer moneys from the Series 2026 A Bonds Reserve Fund to the Series 2026 A Bonds Debt Service Fund or to the Series 2026 A Bonds Redemption Account in the case of mandatory sinking fund redemption, to the extent necessary to make good any deficiency.

C. Whenever transfer is made from the Series 2026 A Bonds Reserve Fund to the Series 2026 A Bonds Debt Service Fund or the Series 2026 A Bonds Redemption Account due to a deficiency in such funds and accounts, the Trustee shall provide written notice thereof to the Issuer and the Bondholders, specifying the amount withdrawn and the purpose for the withdrawal.

D. The Trustee shall determine the value of the assets of the Series 2026 A Bonds Reserve Fund on each Interest Payment Date and on any other date at the request of an Authorized Officer. If the amount in the Series 2026 A Bonds Reserve Fund exceeds the Reserve Requirement, the Trustee shall provide written notice to the Issuer of the amount of the excess and shall transfer the excess from the Series 2026 A Bonds Reserve Fund to the Series 2026 A Bonds Debt Service Fund for application to the payment of the principal of and interest on the Series 2026 A Bonds as the same becomes due and payable. If the amount in the Series 2026 A Bonds Reserve Fund is less than the Reserve Requirement, the Trustee shall provide written notice to the Issuer and such Fund shall be replenished in the ordinary course pursuant to the flow of funds in the TIF District Revenue Fund as provided in Section 4.07B(v) hereof.

E. If at any time the balance of funds on deposit in the Series 2026 A Bonds Reserve Fund shall be less than the Reserve Requirement such deficiency shall be restored pursuant to the transfer of Tax Increment Revenues from the TIF District Revenue Fund into the Series 2026 A Bonds Reserve Fund as provided pursuant to Section 4.07B(v) of this Indenture.

F. Whenever the balance in the Series 2026 A Bonds Reserve Fund equals or exceeds the amount required to redeem or pay all Outstanding Series 2026 A Bonds secured thereby, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, upon the written direction of the Issuer, the Trustee shall transfer the amount in such Series 2026 A Bonds Reserve Fund to the Series 2026 A Bonds Redemption Account of the Series 2026 A Bonds Debt Service Fund and thereupon apply the same to the repayment and redemption of the Series 2026 A Bonds after providing notice of such redemption as specified in this Indenture. In the event that the amount to be transferred exceeds the amount required to pay and redeem the

Outstanding Series 2026 A Bonds secured thereby, the amount of the excess shall be transferred to the Issuer and may be used for any lawful purpose permitted by the TIF Act, in either case free and clear of the lien of this Indenture.

G. To the extent required in the Supplemental Indenture relating to a Series of Additional Bonds, each Series of Additional Bonds shall be secured by a reserve fund that will be fully funded in accordance with the requirements of such Supplemental Indenture.

Section 4.06. Series 2026 A Bonds Debt Service Fund.

A. On each Interest Payment Date, each Principal Payment Date, on any date in which an optional or mandatory redemption of Series 2026 A Bonds is to be effected pursuant to Article III of this Indenture, and upon the Maturity Date of the Series 2026 A Bonds, the Trustee shall withdraw from the Series 2026 A Bonds Debt Service Fund (and the appropriate subaccounts within such Fund, including the Series 2026 A Bonds Redemption Account) and pay to the Bondholders of the Series 2026 A Bonds the principal of and interest on such Series 2026 A Bonds then due and payable.

B. Subject to the provisions of paragraph A of this Section, excess funds which may be on deposit in the Series 2026 A Bonds Debt Service Fund (including the subaccounts thereof) shall be applied by the Trustee at the option of the Issuer as directed in an Officer's Certificate either to the purchase or redemption of Series 2026 A Bonds or to the payment of principal of and interest on the Series 2026 A Bonds as the same becomes due and payable. Moneys required to pay the principal or Redemption Price of or interest on any Series 2026 A Bonds under paragraph A of this section shall not be deemed to be available for application as provided in this section.

C. If the Issuer shall determine to provide for the payment of any Series 2026 A Bonds as provided in Section 8.01, amounts on deposit in the Series 2026 A Bonds Debt Service Fund (or any subaccount thereof) for the payment of the principal or Redemption Price of or interest on such bonds shall be paid to the escrow deposit agent for such bonds upon the order of the Issuer.

Section 4.07. TIF District Revenue Fund.

A. Pursuant to the PAYGO Agreement, all of the PAYGO Revenues shall be deposited into the PAYGO Revenues Subaccount of the TIF Fund and shall not be subject to transfer to the TIF District Revenue Fund as set forth in this Section 4.07. All of the Tax Increment Revenues generated in the TIF District other than the PAYGO Revenues shall be deposited upon receipt by the Sheriff of Harrison County into the TIF Fund. All of the Tax Increment Revenues deposited into the TIF Fund (excluding the PAYGO Revenues) shall be transferred by the Financial Officer of the Issuer on or before the tenth day of each month (or as soon thereafter as practical) to the Trustee for deposit in the TIF District Revenue Fund.

B. Following the Closing Date of the Series 2026 A Bonds, (i) on or before each Interest Payment Date, (ii) on or before each Mandatory Redemption Date in which a Sinking Fund Installment is due and payable on the Series 2026 A Bonds pursuant to Section 3.03 of this Indenture, (iii) on or before the stated maturity date of the Series 2026 A Bonds, and (iv) on any other date required for the payment of any other obligations relating to the TIF District, the Trustee shall withdraw from the TIF District Revenue Fund and transfer the following amounts to the following funds in the following order of priority:

(i) To the Series 2026 A Bonds Rebate Fund and to the applicable rebate fund established for any Additional Bonds, any amounts required to be transferred thereto pursuant to Section 5.08 hereof and the applicable provisions of any Supplemental Indenture;

(ii) To the TIF District Administrative Expense Fund, such amounts as are requisitioned from time to time by the Issuer for the purposes of paying the Administrative Expenses of the TIF District as provided pursuant to Section 4.08 of this Indenture;

(iii) To the Series 2026 A Bonds Debt Service Fund and to the applicable debt service fund for any Additional Bonds, the amounts necessary, taking into account any available amounts then on deposit in such applicable funds or sub-accounts thereof which are available to pay interest on the Series 2026 A Bonds and such Additional Bonds, to make the amount in the Series 2026 A Bonds Debt Service Fund and the applicable debt service fund for such Additional Bonds equal to the interest coming due on the Series 2026 A Bonds and such Additional Bonds during the current Bond Year;

(iv) To the Series 2026 A Bonds Debt Service Fund and to the applicable debt service fund for any Additional Bonds, the amounts necessary, taking into account any available amounts then on deposit in such applicable funds or sub-accounts thereof, to make the amount in (a) the Series 2026 A Bonds Redemption Account and the applicable redemption account for such Additional Bonds equal to the mandatory Sinking Fund Installment which is due and payable on the Series 2026 A Bonds on the immediately succeeding Mandatory Redemption Date pursuant to Section 3.03 of this Indenture and the applicable provisions of any Supplemental Indenture, and (b) the Series 2026 A Bonds Debt Service Fund and the applicable debt service fund for such Additional Bonds, on a maturity date of the Series 2026 A Bonds or such Additional Bonds, equal to the remaining principal amount of the Series 2026 A Bonds or such Additional Bonds which has not theretofore been repaid pursuant to optional redemption or mandatory redemption or otherwise, together with all interest on the Series 2026 A Bonds and such Additional Bonds which has accrued and then remains due and payable; and

(v) To the Series 2026 A Bonds Reserve Fund any amounts required to be transferred thereto pursuant to Section 4.05 of this Indenture in order to restore such Fund to the Reserve Requirement therefor and to the applicable reserve fund for any Additional Bonds any amounts required by the applicable provisions of a Supplemental Indenture to be transferred to a reserve fund for Additional Bonds.

C. Any funds remaining in the TIF District Revenue Fund following the transfers set forth and described in subsection B above or required by any Supplemental Indenture to pay principal of or interest on any Additional Bonds or Subordinate Bonds then Outstanding shall be deemed "Surplus TIF Revenues" hereunder. Surplus TIF Revenues will be disbursed by the Trustee to the Issuer, or to another party identified by the Issuer, upon written request of the Issuer for application to the payment or reimbursement of costs contemplated by the Project Plan or any approved modification or amendment thereof.

D. If the Trustee shall have transferred moneys from the Series 2026 A Bonds Reserve Fund pursuant to Section 4.05B hereof, or shall have transferred moneys from the applicable reserve fund or funds for any Additional Bonds pursuant to a Supplemental Indenture, the Series 2026 A Bonds Reserve Fund and/or the applicable reserve fund or funds for any such Additional Bonds shall be replenished pro-rata based upon the principal amount of each Series of Bonds then Outstanding from amounts on deposit in the TIF District Revenue Fund in the ordinary course pursuant to the flow of funds in the TIF District Revenue Fund as provided in Section 4.07B(v) hereof and any applicable Supplemental Indenture.

Section 4.08. TIF District Administrative Expense Fund. The Issuer shall submit an Administrative Expenses Requisition to the Trustee, substantially in the form attached hereto and made a part hereof as **Exhibit D** from time to time, as may be necessary in order to pay the Administrative Expenses of the TIF District as the same become due and payable. Upon receiving an Administrative Expenses Requisition which has been completed and executed by the Issuer, with all supporting invoices attached, the Trustee shall disburse funds on deposit in the TIF District Administrative Expense Fund to the payees and in the amounts as set forth in the Administrative Expenses Requisition within two (2) Business Days of its receipt of such Requisition.

Section 4.09. Series 2026 A Bonds Rebate Fund. There shall be deposited in the Series 2026 A Bonds Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Certificate. All amounts on deposit at any time in the Series 2026 A Bonds Rebate Fund shall be held by the Trustee in trust to the extent required to pay rebatable arbitrage to the United States of America, and neither the Issuer nor any Owner of any Series 2026 A Bonds shall have any rights in or claim to such money. All amounts held in the Series 2026 A Bonds Rebate Fund shall be governed by this Section and by the Tax Certificate (which are incorporated herein by reference).

Pursuant to the Tax Certificate, the Issuer shall remit all required rebate installments and a final rebate payment to the United States. Neither the Trustee nor the Issuer shall have any obligation to pay any amounts required to be rebated pursuant to this Section and the Tax Certificate, other than from moneys held in the Series 2026 A Bonds Rebate Fund created under this Indenture as provided in this Indenture or from Tax Increment Revenues generated in the TIF District. Any moneys remaining in the Series 2026 A Bonds Rebate Fund after redemption and payment of all of the Series 2026 A Bonds and payment and satisfaction of any rebatable arbitrage shall be withdrawn and paid to the Issuer free and clear of the lien of this Indenture.

The obligation to pay arbitrage rebate to the United States and to comply with all other requirements of this Section and the Tax Certificate shall survive the defeasance or payment in full of the Series 2026 A Bonds until all rebatable arbitrage shall have been paid.

Section 4.10. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of principal of or premium, if any, or the due date for payment of interest on the Series 2026 A Bonds or the date fixed for redemption of any Series 2026 A Bonds shall be a day other than a Business Day, then payment of principal or premium, if any, or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on such Interest Payment Date, the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 4.11. Nonpresentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been deposited with the Trustee, all liability of the Issuer to the owner thereof for the payment of such Bonds, shall forthwith cease, determined and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds in trust in a separate trust account, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Indenture or on or with respect to said Bond. If any Bond shall not be presented for payment within two years following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall repay to the Issuer the funds theretofore held by it for payment of such Bond without liability for interest thereon, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money; provided, that such obligation of the Issuer shall be payable only from Revenues and shall not constitute a general obligation of the Issuer.

Section 4.12. Investments.

A. Moneys in any fund or account established pursuant to this Indenture and held by the Trustee shall be invested by the Trustee as directed pursuant to an Officer's Certificate of the Issuer filed with the Trustee, but only in Permitted Investments. In the absence of any such Officer's Certificate, the Trustee shall invest any such moneys in Permitted Investments described in clause (l) or (2) of the definition thereof.

B. Moneys in any fund or account established pursuant to this Indenture and held by the Issuer shall be invested by the Issuer in any lawful investment for funds of the Issuer.

C. The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. Neither the Trustee nor the Issuer shall incur any liability for losses arising from any investments made in accordance with this Section. The Trustee shall not be required to determine the legality of any investments.

D. In determining the value of the assets of the funds and accounts created by this Indenture, investments and accrued interest thereon shall be deemed a part thereof. Investments shall be valued by the Trustee or its agent on each Interest Payment Date or with such greater frequency as may be requested in writing at current market value. Interest earned, profits realized

and losses suffered by reason of any investment of the funds and accounts created by this Indenture shall be credited or charged, as the case may be, to the fund or account for which such investment shall have been made.

E. Investments in any and all funds and accounts may be commingled for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the Trustee or the Issuer hereunder, provided that the Trustee or the Issuer, as applicable, shall at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in this Indenture.

F. The Trustee will furnish the Issuer with monthly statements of the funds and accounts established hereunder that are held by the Trustee, which statements shall include detail for all investment transactions made by the Trustee hereunder.

Section 4.13. Application of Funds for Retirement of Bonds. If the Issuer shall determine to provide for the payment or redemption of all Outstanding Series 2026 A Bonds, amounts on deposit in any fund or account created by this Indenture, with the exception of the Series 2026 A Bonds Costs of Issuance Fund, the Series 2026 A Bonds Rebate Fund or the TIF District Administrative Expense Fund, shall be transferred to the Series 2026 A Bonds Redemption Account of the Series 2026 A Bonds Debt Service Fund or any escrow agent for the Bonds for the payment of the principal or Redemption Price of or interest on such Bonds upon authorization thereof by resolution or order of the Issuer.

Section 4.14. Repayment to the Issuer. Any amounts on deposit in any fund or account created under this Indenture on account of the Bonds or any Series thereof and remaining in such fund or account after payment in full of the principal of and the premium, if any, and interest on the Bonds or any Series thereof (or provision for the payment thereof as provided in this Indenture) shall be repaid to the Issuer for use in accordance with the TIF Act.

ARTICLE V

COVENANTS OF THE ISSUER

Section 5.01. Payment of Bonds. The Issuer covenants that it will promptly pay or cause to be paid, but solely out of amounts derived from, or in connection with, the Revenues or other assets constituting the Trust Estate hereunder, the principal of and premium, if any, and interest on every Bond on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof.

Section 5.02. Performance of Covenants. The Issuer covenants that it will at all times comply with all provisions contained in this Indenture, in any Bond and in all proceedings pertaining thereto. The Issuer warrants that it is duly authorized under the Constitution and laws of the State, including particularly and without limitation the TIF Act, to issue and sell the Bonds, to enter the Bond Order, to pledge the Trust Estate to the Trustee and to execute and deliver this Indenture; that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken; and that the Bonds in the hands of the Owners thereof are and will be valid and enforceable special and limited obligations of the Issuer, payable from the applicable Trust Estate as provided herein, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights to the extent applicable and their enforcement may be subject to the exercise of judicial discretion in appropriate cases.

Section 5.03. Bonds Constitute Special, Limited Obligations. The Bonds are special, limited obligations of the Issuer payable solely from and secured solely by the Trust Estate and do not constitute general obligation debt of the Issuer or pledge the Issuer's full faith and credit or taxing power. The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the State or of any political subdivision or body politic thereof, including the Issuer, within the meaning of any state constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit or taxing power of the Issuer, the State or of any political subdivision or body politic thereof, but shall be payable solely from the funds provided for in this Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the Issuer, the State or any political subdivision or body politic thereof, including the Issuer, to levy any form of taxation therefor or to make any appropriation for their payment. The State shall not in any event be liable for the payment of the principal of or premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Issuer.

Section 5.04. Encumbrances. The Issuer shall not create and, to the extent Tax Increment Revenues are available for the discharge thereof, shall not suffer to remain, any lien, encumbrance or charge upon the Trust Estate, except the pledge created for the security of the Bonds and any Subordinate Bonds and the lien upon the Tax Increment Revenues in favor of the Bonds and any Subordinate Bonds, and except as otherwise permitted by this Indenture. To the extent Tax Increment Revenues are available to the Issuer therefor, the Issuer will cause to be discharged, or will make adequate provisions to satisfy and discharge, within 120 days after the same shall accrue, all lawful claims and demands that, if unpaid, might by law become a lien upon the Trust Estate.

Nothing contained in this Section shall require the Issuer to pay or cause to be discharged, or make provision for, any such lien, encumbrance or charge so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings.

Section 5.05. Books and Records. The Issuer will keep, or cause to be kept, proper books of record and account in which complete and correct entries shall be made of all transactions relating to the Revenues. Such books shall be subject to the inspection of the Trustee and any duly authorized representative of Bondholders of not less than ten percent of the Bonds, upon written request to the Issuer by the Trustee or such representative, as applicable. The Issuer shall provide the Trustee or such representative, as applicable, an opportunity to inspect such books and records during the Issuer's regular business hours and on a mutually agreeable date not later than 30 days after the Issuer receives such request.

Section 5.06. Collection of Tax Increment Revenues; Pledge of TIF Fund.

A. The Issuer shall comply in all material respects with all requirements of the laws of the State to the extent required to assure the timely collection of Tax Increment Revenues for the payment of the Bonds and Subordinate Bonds and other amounts payable hereunder.

B. On or before the tenth day of each month (or as soon thereafter as practical), the Issuer will transfer the Tax Increment Revenues received from the Sheriff and deposited into the TIF Fund to the Trustee at such time and as required pursuant to Section 4.07 hereof.

C. Pursuant to Section 24 of the TIF Act, the Issuer hereby irrevocably pledges all of the Tax Increment Revenues and the TIF Fund to the repayment of the Bonds and any Subordinate Bonds. Such pledge shall immediately terminate and be of no force or effect upon the repayment of the Bonds and Subordinate Bonds.

Section 5.07. Further Assurances. The Issuer will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture, and for better assuring and confirming unto the Bondholders the rights and benefits provided in this Indenture.

Section 5.08. Bonds Not to Be Arbitrage Bonds; Rebate Fund. The President of the Issuer shall be the official of the Issuer responsible for issuing the Tax-Exempt Bonds (the "Section 148 Certifying Official"). The Section 148 Certifying Official shall execute and deliver (on the date of each issuance of Tax-Exempt Bonds) a certificate of the Issuer (each such certificate, as it may be amended and supplemented from time to time in accordance with this Section, being referred to herein as a "Section 148 Certificate") that complies with the requirements of Section 148 of the Code or any successor to such Section in effect on the date of issuance of such Bonds or Subordinate Bonds ("Section 148"). The Issuer shall set forth in such Section 148 Certificate its reasonable expectations as to relevant facts, estimates and circumstances relating to the use of the proceeds of such Bonds and Subordinate Bonds, or of any moneys, securities or other obligations that may be deemed to be proceeds of such Bonds and Subordinate Bonds within the meaning of Section 148 (collectively, "Bond Proceeds").

The Issuer covenants that (i) the facts, estimates and circumstances set forth in each Section 148 Certificate will be based on the Issuer's reasonable expectations on the date of delivery of such Certificate and will be, to the best of the Section 148 Certifying Official's knowledge, true, correct and complete as of that date, and (ii) the Section 148 Certifying Official will make reasonable inquiries to ensure such truth, correctness and completeness.

The Issuer further covenants that it will not make, or (to the extent it exercises control or direction) permit any other person to make, any use of the Bond Proceeds that would cause any Tax-Exempt Bonds to be "arbitrage bonds" within the meaning of Section 148. The Issuer further covenants that it will comply with those provisions of Section 148 that are applicable to any Tax-Exempt Bonds on the date of issuance of such Bonds and with those provisions of Section 148 that may subsequently be lawfully made applicable to such Bonds. To the extent that provisions of Section 148 apply only to a portion of any Tax-Exempt Bonds, it is intended that the covenants of the Issuer contained in this Section be construed so as to require the Issuer to comply with Section 148 only to the extent of such applicability.

The Issuer shall (i) hold and invest Bond Proceeds within its control (if such proceeds are invested), and (ii) direct the Trustee to transfer amounts on deposit in any fund or account created by this Indenture to the Series 2026 A Bonds Rebate Fund for the payment of rebates or payments in lieu thereof to the United States of America, all in accordance with the expectations of the Issuer set forth in the Section 148 Certificates.

The Issuer shall make timely payment, but only from the Series 2026 A Bonds Rebate Fund, the Tax Increment Revenues, and other property pledged under this Indenture, of any rebate amount or payment in lieu thereof (or installment of either) required to be paid to the United States of America in order to preserve the excludability from gross income, for federal income tax purposes, of interest paid on the Tax-Exempt Bonds and shall include with any such payment such other documents, certificates or statements as shall be required to be included therewith under then-applicable law and regulations.

Upon the written direction of the Issuer, the Trustee shall transfer amounts on deposit in any fund or account created by this Indenture to the Series 2026 A Bonds Rebate Fund, any other provision of this Indenture to the contrary notwithstanding. Amounts on deposit in the Series 2026 A Bonds Rebate Fund from time to time required to be paid to the United States of America pursuant to Section 148 as a rebate or payment in lieu thereof shall be made available by the Trustee to the Issuer for such payments upon the written direction of the Issuer. Upon the written direction of the Issuer, the Trustee shall transfer amounts on deposit in the Series 2026 A Bonds Rebate Fund to any fund or account created by this Indenture, provided that the amount set forth by the Issuer in such written direction to be transferred shall not exceed the excess of the amount on deposit in the Series 2026 A Bonds Rebate Fund over the rebate liability as of the date of calculation, less amounts theretofore paid to the United States as rebate with respect to the Bonds.

The Section 148 Certifying Official may execute an amendment or supplement to any Section 148 Certificate upon delivery to the Trustee of a Favorable Opinion of Bond Counsel with respect to the actions to be taken by the Issuer in accordance with such amendment or supplement.

Neither the Issuer nor the Trustee shall incur any liability in connection with any action as contemplated herein so long as the Issuer and the Trustee act in good faith.

Section 5.09. Inspection of Books. The Issuer covenants and agrees that all books and documents in its possession relating to the Bonds, this Indenture, the TIF District and the transactions relating thereto shall at all reasonable times be open to inspection by the Trustee. The Trustee covenants and agrees that all books and documents in its possession relating to the Bonds, this Indenture, the TIF District and the transactions relating thereto, shall be open to inspection by the Issuer during business hours upon reasonable notice.

Section 5.10. Continuing Disclosure. Under the Continuing Disclosure Agreement with respect to the Series 2026 A Bonds, the Issuer has undertaken all responsibility for compliance with continuing disclosure requirements with respect to S.E.C. Rule 15c2-12 (the "Rule"). The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Indenture, failure of the Issuer or any Dissemination Agent to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default under this Indenture or pursuant to the Series 2026 A Bonds, and the sole remedy in the event of such failure shall be such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause such Person to comply with its obligations under the Continuing Disclosure Agreement.

ARTICLE VI

THE TRUSTEE

Section 6.01. Acceptance of Trust. The Trustee hereby accepts the trusts imposed upon it by this Indenture and agrees to perform said trusts, but only upon and subject to the following express terms and conditions:

(a) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall be answerable for the conduct of the same in accordance with the standard specified below, and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action taken in good faith and in reliance upon such opinion or advice, except in the event of its gross negligence or willful misconduct. If an Event of Default of which the Trustee has notice has occurred (which has not been cured or waived), the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in the exercise of such rights and powers as an ordinary, prudent man would exercise or use in the conduct of his own affairs.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of the Trustee endorsed on the Bonds), or for the validity of the execution by the Issuer of this Indenture or of any Supplements hereto or instruments of further assurance, or the sufficiency of the security for the Bonds; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Issuer, except as hereinafter set forth, but the Trustee may require of the Issuer full information and advice as to the performance of the covenants, conditions and agreements aforesaid. The Trustee shall have no obligation to perform any of the duties of the Issuer. Except as otherwise specifically set forth herein, the Trustee shall not be responsible for reviewing any financial information of the Issuer that it receives. No provision of this Indenture shall be deemed to require the Trustee to expend or risk its own funds or otherwise incur any financial liability (except for its own gross negligence or willful misconduct) in the performance of any of its duties, or in the exercise of any of its rights or powers. Except during the continuance of an Event of Default, the Trustee shall be obligated to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder after such Bonds shall have been delivered in accordance with instructions of the Issuer.

(d) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate of

the Issuer signed by its President or any Officer's Certificate as sufficient evidence of the facts therein contained and, prior to the occurrence of a default of which the Trustee has knowledge as provided in Section 6.02, shall also be at liberty to accept a similar certificate to the effect than any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the President of the Issuer under its seal to the effect that a resolution or order in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution or order has been duly adopted and is in full force and effect.

(e) The permissive right of the Trustee (indicated by the word "may" and not by the word "shall") to do things enumerated in this Indenture shall not be done as a duty, and the Trustee shall not be answerable for other than its gross negligence or willful misconduct. The Trustee shall not be required to expend or risk its own funds or otherwise incur individual liability in the performance of any of its duties or in the exercise of any of its rights or powers as Trustee, except as may result from its own gross negligence or willful misconduct.

(f) The Trustee shall not be personally liable for any debts contracted or for damages to persons or property, or for salaries or non-fulfillment of contracts during any period in which it may be in the possession of or managing the real and tangible personal property pursuant to this Indenture.

(g) At any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right to inspect any and all of the property and all books, papers and records of the Issuer pertaining to the Revenues and the Bonds; provided, that the exercise of such right is not required, and the failure to inspect such property shall not constitute the failure of the Trustee to perform any duty hereunder.

(h) The Trustee shall not be required to give any bond or security in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(i) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of requesting the authentication of any Bonds, the withdrawal of any cash, the release of any property or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the Issuer to the authentication of any Bonds, the withdrawal of any cash or the taking of any other action by the Trustee.

(j) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received.

Section 6.02. Notice of Potential Default to Owners; Presumed Knowledge. Within 30 days after the occurrence of any event which would with the passage of time or giving of notice or both be an Event of Default hereunder of which the Trustee has actual knowledge, the Trustee

shall, unless such event no longer exists, give written notice thereof to all Owners; provided, however, that, except upon the happening of an Event of Default specified in Subsection 9.01(a), such notice to the Bondholders need not be given if the Trustee determines that to give such notice is not in the best interest of the Owners.

For purposes of this Indenture, the Trustee shall not be deemed to have actual knowledge of any such event unless a trust officer, assistant trust officer or other person charged with the administration of the obligations of the Trustee hereunder shall, during the course of his duties, have actual knowledge thereof. Such person shall be deemed to have actual knowledge if notified in writing of such by the Issuer or by the Owners of at least 15% in aggregate principal amount of Bonds then Outstanding.

Section 6.03. Rights and Powers During Default. Subject to its responsibility to act upon the written direction of Owners (in the event of a default hereunder), the Trustee shall exercise such of the rights and remedies vested in it by this Indenture and shall use the same degree of care in their exercise as a prudent man would exercise or use in the circumstances in the conduct of his own affairs; provided, that, if in the opinion of the Trustee such action may tend to involve expense or liability, it shall not be obligated to take such action unless it is furnished with indemnity satisfactory to it.

Section 6.04. Trustee as Registrar, Paying Agent and Transfer Agent. The Trustee is hereby designated and agrees to act as Registrar, Paying Agent and Transfer Agent for and in respect to the Series 2026 A Bonds and, except as otherwise provided in any Supplemental Indenture, any Additional Bonds or Subordinate Bonds.

Section 6.05. Trustee Entitled to Indemnity. The Trustee shall be under no obligation to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified to its satisfaction against any and all costs and expenses, outlays and counsel fees and other reasonable disbursements, and against all liability except as a consequence of an action or omission taken by it in bad faith or of its own gross negligence or willful misconduct. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its reasonable judgment proper to be done by it as the Trustee under this Indenture, without indemnity, and in such case the Issuer shall reimburse the Trustee from the Tax Increment Revenues or amounts on deposit in the TIF District Administrative Expense Fund, for all costs and expenses, outlays and counsel fees and other reasonable disbursements properly incurred in connection therewith. If the Issuer shall fail to make such reimbursement, the Trustee may reimburse itself from any moneys in its possession under the provisions of this Indenture and shall be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 6.06. Responsibilities of the Trustee. The recitals contained in this Indenture and in the Bonds shall be taken as the statements of the Issuer and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representation as to the validity or sufficiency of this Indenture or the Bonds or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise

expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the Issuer or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; or (iv) any calculation of arbitrage or rebate under the Code.

The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture.

The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for actions or omissions taken in bad faith or its own gross negligence or willful misconduct.

Section 6.07. Property Held in Trust. All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 6.08. Trustee Protected in Relying on Certain Documents. The Trustee may rely upon any resolution, order, ordinance, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel, who may or may not be Bond Counsel or counsel to the Issuer, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith.

Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by an Officer's Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such Officer's Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but in its discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision hereof by the Issuer to the Trustee shall be sufficiently executed if executed in the name of the Issuer by an Authorized Officer.

The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any person of notice of the provisions hereof, except as otherwise specifically provided in this Indenture.

Section 6.09. Compensation. Unless otherwise provided by contract with the Trustee, the Issuer shall pay to the Trustee from the Tax Increment Revenues or amounts on deposit in the Series 2026 A Bonds Costs of Issuance Fund or the TIF District Administrative Expense Fund, from time to time, reasonable compensation for all services rendered by it hereunder, including its services as Registrar, Paying Agent and Transfer Agent, together with all its reasonable expenses, charges and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by specific agreement, and the Trustee shall have a lien therefor on any and all funds at any time held by it hereunder prior to any Bonds Outstanding. The Issuer, solely from the Tax Increment Revenues or amounts on deposit in the Series 2026 A Bonds Costs of Issuance Fund or the TIF District Administrative Expense Fund, shall indemnify and hold the Trustee harmless against any expenses and liabilities that the Trustee may incur in the exercise and performance of its powers and duties hereunder that are not due to an action or omission taken in bad faith, or its gross negligence or willful misconduct. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the Issuer shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys in its possession under the provisions of this Indenture and shall be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 6.10. Permitted Acts. The Trustee and its directors, officers, employees or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds and may join in any action that any holder of Bonds may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the Issuer or any committee formed to protect the rights of holders of Bonds or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not such committee shall represent the holders of a majority of the Bonds.

Section 6.11. Resignation of Trustee. The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' notice, specifying the date when such resignation shall take effect, to the Issuer and each Bondholder of any Outstanding Bond. Such resignation shall take effect upon the appointment of a successor as provided in Section 6.13 and the acceptance of and qualification of such appointment by such successor.

Section 6.12. Removal of Trustee. The Trustee may be removed at any time by (i) the Owners of a majority in aggregate principal amount of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Bondholders or by their attorneys-in-fact, duly authorized and delivered to the Issuer, or (ii) so long as no Event of Default shall have occurred and be continuing under this Indenture, the Issuer. Copies of each such instrument shall be delivered by the Issuer to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing

to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the Issuer or the Owners of not less than 10% of the Bonds. The Trustee must be given no less than 30 days' written notice of any removal under this Section.

Section 6.13. Successor Trustee. If the Trustee shall resign, be removed, be dissolved or become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant upon the appointment of a successor trustee and the acceptance of such appointment by such successor.

If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee shall be appointed by the Issuer or, if a default shall have occurred and be continuing hereunder, by the Owners of at least 25% in aggregate principal amount of the Bonds by an instrument or concurrent instruments in writing delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and, in the case of any appointment made by the Bondholders, the Issuer.

If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 6.11 or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Bondholder of Bonds may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor.

Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least $50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

Each successor Trustee shall mail, in accordance with the provisions of the Bonds, notice of its appointment to the Trustee and each of the Bondholders of the Bonds.

Section 6.14. Transfer of Rights and Property to Successor Trustee. Any successor Trustee appointed under the provisions of Section 6.13 shall execute, acknowledge and deliver to its predecessor and the Issuer an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the Issuer or of such successor, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required in order to more fully and certainly vest and confirm in such successor all the rights, immunities, powers and trusts of such Trustee and all the right, title and

interest of such Trustee in and to the Trust Estate, and shall pay over, assign and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the Issuer be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties or obligations, any and all such deeds, conveyances and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged and delivered by the Issuer.

Section 6.15. Merger, Conversion or Consolidation of Trustee. Any company into which the Trustee may be merged or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such company shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 6.13.

Section 6.16. Trustee to File Financing Statements and Continuation Statements. The Issuer shall file or cause to be filed, at the expense of the Issuer, but solely from Revenues or amounts on deposit in the TIF District Administrative Expense Fund, such initial financing statements as may be required by the West Virginia Uniform Commercial Code, as from time to time in effect (the "UCC"), in order to perfect the security interest of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC. The Trustee shall file or cause to be filed, at the expense of the Issuer, but solely from amounts on deposit in the TIF District Administrative Expense Fund, such continuation statements as may be required by the UCC, in order to perfect and to continue perfection of the security interest of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC. Upon repayment or legal defeasance of all Bonds or Subordinate Bonds, the Trustee shall file such termination statements as may be required by the UCC to terminate the security interests securing repayment of the Bonds or Subordinate Bonds in favor of the Trustee.

Section 6.17. Construction of Indenture. The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Holders of the Bonds.

Section 6.18. Intervention by Trustee. The Trustee may intervene on behalf of the Bondholders in any judicial proceeding to which the Issuer is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of the Bondholders, and shall intervene if it is requested in writing by the Owners of at least 50% in aggregate principal amount of the Bonds then Outstanding and if provided with satisfactory indemnity for its costs, expenses and attorney fees. The rights and obligations of the Trustee under this Section 6.18 are subject to the approval of a court of competent jurisdiction.

Section 6.19. Retention of Dissemination Agent. The Issuer and the Trustee approve the engagement of MuniCap, Inc. to serve as the initial Dissemination Agent under the Continuing Disclosure Agreement and the payment of all fees and costs of MuniCap, Inc., or any other dissemination agent, for such services as an Administrative Expense. MuniCap, Inc., or any other dissemination agent, may be replaced from time to time under the circumstances and in the manner provided in the Continuing Disclosure Agreement.

ARTICLE VII

SUPPLEMENTAL INDENTURES; MODIFICATION OR AMENDMENT OF INDENTURE

Section 7.01. Modification or Amendment Without Consent. Without notice to or the consent of the Bondholders, the Issuer at any time and from time to time may enter into Supplemental Indentures supplementing, modifying or amending this Indenture or any Supplemental Indenture for one or more of the following purposes:

A. to grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Trustee for the benefit of such holders;

B. to add to the covenants and agreements of the Issuer contained in this Indenture, other covenants and agreements thereafter to be observed relative to the acquisition, construction, equipping, operation, maintenance, development or administration of the Project Plan or relative to the application, custody, use or disposition of the proceeds of Bonds or any security for the Bonds;

C. to surrender any right, power or privilege reserved to or conferred upon the Issuer by this Indenture;

D. to confirm, as further assurance, any pledge under, and the subjection to any lien on, or claim or pledge of (whether created or to be created by this Indenture), the Revenues, Trust Estate or any other property pledged hereunder;

E. to cure any ambiguity or to cure or correct any defect or inconsistent provisions contained in this Indenture or to make such provisions in regard to matters or questions arising under this Indenture as may be necessary or desirable and not contrary to or inconsistent with this Indenture;

F. to permit the qualification of this Indenture or any Supplemental Indenture under any federal statute now or hereafter in effect or under any state blue sky law and, in connection therewith, to add to this Indenture or any Supplemental Indenture such other terms, conditions and provisions as may be permitted or required by such federal statute or state blue sky law;

G. to authorize the issuance of any Additional Bonds or Subordinate Bonds, including (without limitation) any modifications or amendments required to grant to or otherwise secure for the holders of such Additional Bonds pursuant to Section 2.08 of this Indenture a pledge of a portion of the Tax Increment Revenues and the funds on deposit from time to time in the TIF Fund and the TIF District Revenue Fund which are pledged to the repayment of the Series 2026 A Bonds or to grant to or otherwise secure for the holders of such Subordinate Bonds a subordinate pledge and lien upon any portion of the Trust Estate pursuant to Section 2.09 of this Indenture;

H. to obtain or to maintain any ratings on any Bonds from any Rating Agency;

I. to preserve the excludability from gross income for federal income tax purposes of the interest paid on any Tax-Exempt Bonds theretofore issued;

J. to make any other change in this Indenture which the Trustee determines shall not prejudice in any material respect the rights of the Owners of the Bonds at the date as of which such change shall become effective; or

K. to evidence the appointment of a successor trustee.

Section 7.02. Supplemental Indentures Requiring Consent of Bondholders. In addition to Supplemental Indentures permitted by Section 7.01, with the prior written consent of the Owners of not less than a majority of the Bonds or Subordinate Bonds, as applicable, directly impacted thereby, the Issuer at any time and from time to time may enter into Supplemental Indentures amending or supplementing this Indenture, any Supplemental Indenture or any Bond or Subordinate Bond to modify any of the provisions thereof or to release the Issuer from any of the obligations, covenants, agreements, limitations, conditions or restrictions therein contained, provided that nothing contained herein shall permit, without the unanimous consent of the Owners of all Bonds or Subordinate Bonds, as applicable, directly impacted thereby (a) a change in any terms of redemption or purchase of any Bond or Subordinate Bond, the due date for the payment of the principal of or interest on any Bond or Subordinate Bond or any reduction in the principal, Redemption Price or purchase price of or interest rate on any Bond or Subordinate Bond without the consent of the Bondholder of such Bond or Subordinate Bond; (b) modification of the obligation of the Issuer to make payment on the Bonds or Subordinate Bonds; (c) the release of any lien ranking prior to or, except as permitted under Section 2.08 hereof, on a parity with the lien of this Indenture with respect to the Trust Estate or terminate the lien of this Indenture on any property at any time subject hereto or deprive the Owner of any Bond or Subordinate Bond, as applicable, of the security afforded by the lien of this Indenture; or (d) a preference or priority of any Bond or Subordinate Bond over any other Bond or Subordinate Bond, as applicable, or a reduction in the percentage of Bonds or Subordinate Bonds, as applicable, the consent of the Bondholders of which is required for any modification of this Indenture.

Section 7.03. Execution of Supplemental Indentures. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, and, subject to Article VI, shall be fully protected in relying upon, the Opinion of Bond Counsel required by Section 7.06 hereof. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Section 7.04. Effect of Supplemental Indentures. Upon the execution of any Supplemental Indenture under this Article, this Indenture shall be modified in accordance therewith and such Supplemental Indenture shall form a part of this Indenture for all purposes; and every owner of Bonds and Subordinate Bonds theretofore or thereafter authenticated and delivered hereunder shall be bound.

Section 7.05. Reference in Bonds to Supplemental Indentures. Bonds and Subordinate Bonds authenticated and delivered after the execution of any Supplemental Indenture pursuant to this Article may, and if required by the Trustee shall, bear a notation in form approved by the Trustee as to any matter provided for in such Supplemental Indenture. If the Issuer shall so determine, new Bonds or Subordinate Bonds so modified as to conform, in the opinion of the Trustee and the Issuer, to any such Supplemental Indenture may be prepared and executed by the Issuer and authenticated and delivered by the Trustee in exchange for Outstanding Bonds or Outstanding Subordinate Bonds.

Section 7.06. Opinion of Bond Counsel. Notwithstanding anything to the contrary in Sections 7.01 or 7.02 hereof, before the Issuer and the Trustee enter into any Supplemental Indenture pursuant to Sections 7.01 or 7.02 hereof, there shall have been delivered to the Trustee an Opinion of Bond Counsel stating that such Supplemental Indenture is authorized or permitted by this Indenture and the TIF Act, complies with their respective terms, will, upon the execution and delivery thereof, be valid and binding upon the Issuer in accordance with its terms and, if applicable, will not adversely affect the exclusion from federal gross income of interest on any Tax-Exempt Bonds then Outstanding.

ARTICLE VIII

SATISFACTION AND DISCHARGE

Section 8.01. Payment, Discharge and Defeasance of Bonds. Bonds will be deemed to be paid and discharged and no longer Outstanding under this Indenture and will cease to be entitled to any lien, benefit or security of this Indenture if the Issuer shall pay or provide for the payment of such Bonds in any of the following ways:

(a) by paying or causing to be paid the principal of and premium, if any, and interest on such Bonds, as and when the same become due and payable;

(b) by delivering such Bonds to the Trustee for cancellation; or

(c) by depositing in trust with the Trustee or other Paying Agent moneys and/or Defeasance Obligations in an amount, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on such Bonds at or before their respective maturity or redemption dates (including the payment of the principal of and premium, if any, and interest payable on such Bonds to the maturity or redemption date thereof); provided that, if any such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption is given in accordance with the requirements of this Indenture or provision satisfactory to the Trustee is made for the giving of such notice.

The Bonds may be defeased in advance of their maturity or redemption dates only with cash or Defeasance Obligations pursuant to subsection (c) above, subject to receipt by the Trustee and the Issuer of (1) if such Bonds are to be redeemed more than ninety (90) days after the deposit of cash or Defeasance Obligations with the Trustee, a verification report in form and substance satisfactory to the Trustee prepared by independent certified public accountants, or other verification agent, satisfactory to the Trustee and (2) an Opinion of Bond Counsel addressed and delivered to the Trustee and the Issuer in form and substance satisfactory to the Trustee to the effect that the payment of the principal of and premium, if any, and interest on all of the Bonds then Outstanding which are being redeemed and any and all other amounts required to be paid under the provisions of this Indenture has been provided for in the manner set forth in this Indenture and to the effect that so providing for the payment of any Tax-Exempt Bonds will not cause the interest on such Tax-Exempt Bonds to be included in gross income for federal income tax purposes, notwithstanding the satisfaction and discharge of this Indenture.

The foregoing notwithstanding, the liability of the Issuer in respect of such Bonds shall continue, but the owners thereof shall thereafter be entitled to payment only out of the moneys and Defeasance Obligations deposited with the Trustee as aforesaid.

Moneys and Defeasance Obligations so deposited with the Trustee pursuant to this Section shall not be a part of the Trust Estate but shall constitute a separate trust fund for the benefit of the Registered Owners entitled thereto. Such moneys and Defeasance Obligations shall be applied by the Trustee to the payment (either directly or through any Paying Agent, as the Trustee may

determine) to the Persons entitled thereto, of the principal of and premium, if any, and interest on the Bonds for whose payment such moneys and Defeasance Obligations have been deposited with the Trustee.

Section 8.02. Satisfaction and Discharge of Indenture. This Indenture and the liens, rights and interests created by this Indenture shall cease, determine and become null and void (except as to any surviving rights pursuant to Section 8.03 hereof) if the following conditions are met:

(a) the principal of and premium, if any, and interest on all Bonds and Subordinate Bonds issued pursuant to a Supplemental Indenture have been paid or are deemed to be paid and discharged by meeting the conditions of Section 8.01;

(b) all other sums payable under this Indenture with respect to the Bonds and Subordinate Bonds are paid or provision satisfactory to the Trustee is made for such payment;

(c) the Trustee and the Issuer receive an Opinion of Bond Counsel (which may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that so providing for the payment of any Bonds or Subordinate Bonds will not cause the interest on the Tax-Exempt Bonds to be included in gross income for federal income tax purposes, notwithstanding the satisfaction and discharge of this Indenture;

(d) the Trustee and the Issuer receive an Opinion of Counsel to the effect that all conditions precedent in this Section to the satisfaction and discharge of this Indenture have been complied with; and

(e) if such Bonds or Subordinate Bonds are to be redeemed or final payment is to occur on a date which is more than 90 days from the date of the deposit under this Section, the Issuer and the Trustee shall have received (1) the report of a verification agent acceptable to and addressed to the Issuer, confirming the mathematical accuracy of the calculations used to determine the sufficiency of the moneys or Defeasance Obligations; and (2) the escrow deposit agreement.

This Indenture and the liens, rights and interests created by this Indenture shall also cease, determine and become null and void (except as to any surviving rights pursuant to Section 8.03 hereof) as of the Termination Date.

Thereupon, the Trustee shall execute and deliver to the Issuer a termination statement and such instruments of satisfaction and discharge of this Indenture as may be necessary at the written request of the Issuer, and shall pay, assign, transfer and deliver to the Issuer, or other Persons entitled thereto, all moneys, securities and other property then held by it under this Indenture as a part of the Trust Estate, other than moneys or Defeasance Obligations held in trust by the Trustee as herein provided for the payment of the principal of and premium, if any, and interest on the Bonds.

Section 8.03. Rights Retained After Discharge. Notwithstanding the satisfaction and discharge of this Indenture, the rights of the Trustee under Section 6.05 shall survive, and the Trustee shall retain such rights, powers and duties under this Indenture as may be necessary and convenient for the payment of amounts due or to become due on the Bonds and the registration, transfer and exchange of Bonds as provided herein. Nevertheless, any moneys held by the Trustee or any Paying Agent for the payment of the principal of or premium, if any, or interest on any Bond remaining unclaimed for two years after the principal of all Bonds has become due and payable, whether at maturity or upon proceedings for redemption or by declaration as provided herein, shall then be paid to the Issuer without liability for interest thereon, and the Owners of any Bonds not theretofore presented for payment shall thereafter be entitled to look only to the Issuer for payment thereof and all liability of the Trustee or any Paying Agent with respect to such moneys shall thereupon cease; provided, that such liability of the Issuer shall not be considered a general obligation or debt of the Issuer within the meaning of any constitutional or statutory limitation, and the Issuer shall not be obligated to make such payment except from the Tax Increment Revenues.

ARTICLE IX

DEFAULTS AND REMEDIES

Section 9.01. Events of Default. Each of the following shall be an "Event of Default" under this Indenture:

(a) Failure to pay the principal of, or the premium, if any, or interest on any of the Bonds when the same shall become due and payable at maturity, upon redemption or on an Interest Payment Date, as applicable; or

(b) Failure by the Issuer to perform any of its covenants, conditions, agreements and provisions contained in the Bonds or in this Indenture other than as specified in (a) above, and such failure shall continue beyond the period, and after the notice, specified in Section 9.02 hereof; or

(c) Failure to maintain a balance on deposit in the Series 2026 A Bonds Reserve Fund or any reserve fund established in connection with the issuance of Additional Bonds, in an amount equal to the Reserve Requirement therefor for a period of 180 consecutive days.

Section 9.02. Notice of Default; Opportunity to Cure Such Default. No default under Subsection 9.01(b) hereof shall constitute an Event of Default until actual notice of such default shall be given to the Issuer by the Trustee or by the Owners of not less than a majority in aggregate principal amount of all Bonds Outstanding and until the Issuer shall have had 60 days after receipt of such notice to correct such default, and shall not have corrected it; **provided, however,** if said default be such that it cannot be corrected within such 60 day period, it shall not constitute an Event of Default if corrective action is instituted by the Issuer within a commercially reasonable period of time after having received such notice and diligently pursued in good faith.

In the event that any payment referred to in Subsection 9.01(a) is not timely made, the Trustee shall immediately notify the Issuer by telephone that such payment has not been made and shall confirm such notice in writing.

Section 9.03. Priority of Payments Following Default. On any date on which the principal or Redemption Price of or interest on any Bond becomes due, if the amounts on deposit in the funds and accounts established pursuant to this Indenture and available for the payment thereof shall not be sufficient to provide for such payments, amounts held by the Trustee hereunder, together with any moneys thereafter becoming available for such purpose, shall be applied as follows:

> FIRST: To the payment of Administrative Expenses of the TIF District and the Bonds and the costs and expenses of the Trustee in administering the Trust Estate and the rights and remedies of the Trustee and the Bondholders provided in this Indenture and any permitted Supplemental Indenture.

SECOND: To the payment to the persons entitled thereto of all installments of interest then due on the Bonds Outstanding, in the order in which such installments became due and payable and, if the amount available shall not be sufficient to pay in full any particular installment, then such amounts available shall be applied pro-rata to the payment of such installment of interest on the Bonds, ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference, except as to any difference in the respective rates of interest specified in such Bonds.

THIRD: To the payment to the persons entitled thereto of the unpaid principal of any Outstanding Bonds that shall have become due and payable by mandatory sinking fund redemption or otherwise, in the order of their due dates, and if the amount available shall not be sufficient to pay in full the principal of such Bonds due and payable on any particular date, then the amount available shall be applied to the payment of principal on such Bonds, ratably, according to the amount of principal due on such date with respect to all of such Bonds, to the persons entitled thereto, without any discrimination or preference.

FOURTH: To the payment of the interest on and the principal of the Bonds Outstanding as the same become due and payable.

FIFTH: To the payment of any other claims on the Tax Increment Revenues, the TIF Fund and the TIF District Revenue Fund in their order of priority and as their interests may appear.

Notwithstanding the foregoing provisions of this Section, (a) amounts on deposit in any fund or account maintained for any particular Series of Bonds shall be applied solely to the payment of amounts due on Bonds of such Series; (b) any other amounts held by the Trustee or the Issuer hereunder shall be allocated pro rata on the basis of the amounts of principal and interest then due on such Bonds and after giving effect to the application of amounts on deposit in the debt service fund and the reserve fund maintained for such Bonds; and (c) prior to the application of any moneys that constitute proceeds of any Series of Tax-Exempt Bonds or the investment earnings on such proceeds to the payment of any Bond of any other Series, the Trustee shall obtain a Favorable Opinion of Bond Counsel.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. The setting aside of such moneys in trust for the benefit of all holders of Bonds Outstanding shall constitute proper application by the Trustee, and the Trustee shall incur no liability whatsoever to the Issuer, to any Bondholder or to any other person for any delay in applying any such moneys, so long as the Trustee acts with reasonable diligence, having due regard to the circumstances, and ultimately applies the same in accordance with such provisions of this Indenture as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying such moneys, it shall fix the date (which shall be an

Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made, and upon such date interest on the amounts of principal of the Bonds to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date. The provisions of this paragraph shall be subject in all respects to the provisions of the Bonds with respect to the payment of delinquent interest on the Bonds.

Section 9.04. Waiver and Rescission of Default. If, after the Trustee has begun to institute remedies in connection with an Event of Default, all arrears and other sums payable under this Indenture shall have been paid by or on behalf of the Issuer, and the Issuer also shall have performed all other things in respect of which it may have been in default hereunder, and shall have paid the reasonable charges of the Trustee, its counsel and the Owners of the Bonds, including reasonable attorneys fees paid or incurred, then and in every such case, the Owners of not less than a majority in aggregate principal amount of Bonds then Outstanding may, by written notice to the Issuer and to the Trustee, waive such default and rescind and annul its consequences, and such waiver shall be binding upon the Trustee and upon all Owners of Bonds; but no such waiver, rescission and annulment shall extend to or affect any subsequent default or impair any right or remedy consequent thereon.

Section 9.05. Powers of Trustee. Upon the happening and continuance of any Event of Default, then and in every such case the Trustee may, and upon the written request of the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding hereunder shall, proceed, subject to the provisions of Article VI hereof, to protect and enforce its rights and the rights of the Owners under the laws of the State and under this Indenture by such suits, actions or special proceedings in equity or law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant, condition or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce such rights. The Trustee may maintain any proceedings without the possession of any of the Bonds or the production thereof in connection with said proceeding.

If any proceeding taken by the Trustee on account of any Event of Default is discontinued or abandoned for any reason, or determined adversely to the Trustee, then and in every case the Issuer, the Trustee and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as though no such proceeding had been taken.

Section 9.06. Limitations on Owners. No Bondholder shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust hereunder, or any other remedy hereunder or on the Bonds, unless:

(a) Such Bondholder previously shall have given to the Trustee written notice of an Event of Default on account of which such proceeding is to be instituted;

(b) The Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have made written request of the Trustee, after the right to exercise such

powers or rights of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers hereinabove granted or to institute such action, suit or proceeding in its or their name;

(c) There shall have been offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby; and

(d) The Trustee shall have refused or neglected to comply with such request within a reasonable time.

Such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture or to any other remedy hereunder; it being understood and intended that no Owner shall have any right in any manner whatever by his action to affect, disturb or prejudice the security of this Indenture, or to enforce any right hereunder or under the Bonds, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of all Owners of Outstanding Bonds affected thereby, subject to the provisions of this Indenture.

Section 9.07. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or the Owners of the Bonds is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Notwithstanding any other term or provision contained in this Indenture or in the Bonds, the principal amount of the Bonds shall at no time be subject to acceleration due to the occurrence of an Event of Default under the terms of this Indenture or otherwise.

Section 9.08. Delay or Omission of Trustee. No delay or omission of the Trustee or of any Owner of the Bonds to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein; and every power and remedy given by this Article IX to the Trustee and to the Owners of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 9.09. Severability of Remedies. It is the purpose and intention of this Article IX to provide rights and remedies to the Trustee and Owners which may be lawfully granted under the provisions of the TIF Act, but, should any right or remedy herein granted be held to be unlawful, the Trustee and the Owners shall be entitled, as above set forth, to every other right and remedy provided in this Indenture.

ARTICLE X

NOTICES, CONSENTS AND OTHER ACTS

Section 10.01. Notices. Except as otherwise provided herein, it shall be sufficient service of any notice, request, demand, authorization, direction, consent, waiver or other paper required or permitted by this Indenture to be made, given or furnished to or filed with the following entities if the same shall be delivered in person or duly mailed by registered or certified mail, postage prepaid, return receipt requested, at the following addresses:

(a) To the Issuer at:

The County Commission of Harrison County
229 South 3rd Street
Clarksburg, WV 26301
Attention: President

(b) To the Trustee at:

Wesbanco Bank, Inc.
One Bank Plaza
Wheeling, WV 26003
Attention: Corporate Trust Department

(c) To the Underwriter:

Piper Sandler & Co.
405 Capitol Street, Suite 501
Charleston, WV 25301
Attention: Managing Director

A copy of the form of any notice from the Trustee to the Bondholders shall be given by the Trustee to the Issuer and the Underwriter.

If, because of the temporary or permanent suspension of mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such delivery of notice in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient notice.

Notice to Bondholders shall be given by first class mail at the address of the Bondholders as shown on the Bond Register maintained by the Trustee, and neither the failure to receive such notice, nor any defect in any notice so mailed, shall affect the sufficiency of such notice. Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by the Bondholders shall be filed with the Trustee,

but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 10.02. Acts of Bondholders. Any notice, request, demand, authorization, direction, consent, waiver or other action provided by this Indenture to be given or taken by the Bondholders may be embodied in and evidenced by one or more substantially concurrent instruments of similar tenor signed by such Bondholders in person or by an agent duly appointed in writing. Except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee, and, where it is hereby expressly required, to the Issuer. Proof of execution of any such instrument or of a writing appointing any such agent, or of the ownership of Bonds other than the assignment of the ownership of a Bond, shall be sufficient for any purpose of this Indenture and conclusive in favor of the Issuer and the Trustee, if made in the following manner:

(a) The fact and date of the execution by any Bondholder of any such instrument or writing may be proved by the certificate of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof, or by the affidavit of a witness of such execution. Whenever such execution is by an officer of a corporation or a member of a partnership on behalf of such corporation or partnership, such certificate or affidavit shall also constitute sufficient proof of his authority.

(b) The fact and date of execution of any such instrument or writing and the authority of any Bondholder executing the same may also be proved in any other manner which the Trustee deems sufficient; and the Trustee may in any instance require further proof with respect to any of the matters referred to in this Section.

(c) The ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same, shall be proved by the Bond Register maintained by the Trustee.

In determining whether the Bondholders of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Bonds registered on the Bond Register in the name of the Issuer shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Issuer has identified in writing to the Trustee as being owned by the Issuer or an affiliate thereof shall be so disregarded.

Any notice, request, demand, authorization, direction, consent, waiver or other action by the Owner of any Bond shall bind every future owner of the same Bond and the owner of every Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Issuer in reliance thereon, whether or not notation of such action is made upon such Bond.

Section 10.03. Form and Contents of Documents Delivered. Whenever several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to the other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

Any certificate or opinion of an Authorized Officer may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion is based is or are erroneous. Any Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an Authorized Officer stating that the information with respect to such factual matters is in the possession of the Issuer, unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters is or are erroneous.

Whenever any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

Wherever in this Indenture, in connection with any application or certificate or report to the Trustee, it is provided that the Issuer shall deliver any document as a condition of the granting of such application, or as evidence of the Issuer's compliance with any term hereof, it is intended that the truth and accuracy, at the time of the granting of such application or at the effective date of such certificate or report (as the case may be), of the facts and opinions stated in such document shall in such case be conditions precedent to the right of the Issuer to have such application granted or to the sufficiency of such certificate or report.

Section 10.04. Compliance Certificates and Opinions. Upon any application or request by the Issuer to the Trustee to take any action under any provision of this Indenture, the Issuer shall furnish to the Trustee an Authorized Officers' Certificate stating that all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with and an Opinion of Counsel stating that in the opinion of counsel rendering such opinion all such conditions precedent, if any, have been complied with, except that in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture relating to such particular application or request, no additional certificate or opinion need be furnished.

Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(a) a statement that each individual signing such certificate or opinion has read such condition or covenant and the definitions herein relating thereto;

(b) a statement that, in the opinion of each such individual, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such condition or covenant has been complied with; and

(c) a statement as to whether, in the opinion of each such individual, such condition or covenant has been complied with.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Limitation of Liability of Issuer. The Issuer shall not incur any responsibility in respect of the Bonds or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The Issuer shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds, or as to the existence of a default or event of default thereunder.

No provision of this Indenture, the Bonds, or any agreement, document, instrument or certificate executed, delivered or approved in connection with the issuance, sale, delivery or administration of the Bonds (the "Bond Documents") shall require the Issuer to expend or risk its own general funds, the obligations and liabilities of the Issuer hereunder being payable solely from the Tax Increment Revenues and other property pledged hereunder. Anything to the contrary in this Indenture notwithstanding, the Issuer shall not have any expense, financial liability or financial obligation of any kind in connection with the Bonds except from the Trust Estate pledged by this Indenture or as shall be reimbursed from Bond proceeds.

Neither the Bondholders nor any other person shall have any claim against the Issuer or any officer, official, agent or employee of the Issuer for damages suffered as a result of the Issuer's failure to perform in any respect any covenant, undertaking or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking representation or covenant of the Issuer, such as the payment of debt service on the Bonds, that is properly payable pursuant to the TIF Act, and in accordance with the Bond Documents and any such liability shall be limited to funds available from the Trust Estate and Tax Increment Revenues.

In order to perform its duties and obligations hereunder, the Issuer may employ such agents as it deems necessary or advisable.

Section 11.02. Benefits of Indenture Limited to Parties. Nothing in this Indenture, expressed or implied, is intended to give to any person other than the Issuer, the Trustee and the Bondholders any right, remedy or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Bondholders and the Trustee.

Section 11.03. Execution of Documents and Proof of Ownership of Bonds. Any request, direction, consent or other instrument in writing required or permitted by this Indenture to be signed or executed by Owners may be in any number of concurrent instruments of similar tenor and may be signed or executed by such Owners in person or by their duly appointed attorneys or legal representatives. Proof of the execution of any such instrument and of the ownership of Bonds shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the

Trustee with regard to any action taken by it under such instrument if made in the following manner:

(a) The fact and date of the execution by any person or any such instrument may be proved by the verification of any officer in any jurisdiction who, by the laws thereof, has power to take affidavits within such jurisdiction, to the effect that such instrument was subscribed and sworn to before him, or by an affidavit of a witness to such execution, and where such execution is by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such verification or affidavit shall also constitute sufficient proof of this authority.

(b) Except as otherwise herein expressly provided, the ownership of Bonds and the amount, maturity, number and date of holding of the same shall be proved by the Bond Register.

Nothing contained in this Section 11.03 shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which may be sufficient. Any request or consent of the Owner of any Bond shall bind every future Owner of the same Bond or any Bond issued in place thereof in respect of anything done by the Trustee in pursuance of such request or consent.

Notwithstanding any of the foregoing provisions of this Section 11.03, the Trustee shall not be required to recognize any person as an Owner of any Bond or to take any action at his request unless such Bond shall be deposited with it.

Section 11.04. Moneys and Funds Held for Particular Bonds. Amounts held by the Trustee for the payment of the principal or Redemption Price of and interest on Bonds due on any date shall be set aside and held in trust by it solely for the holders of such Bonds pending such payment and shall not be available to pay the principal or Redemption Price of or interest on any other Bonds.

Section 11.05. Waiver of Personal Liability. No officer, official, agent or employee of the Issuer shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds or Subordinate Bonds; but nothing herein contained shall relieve any such officer, official, agent or employee from the performance of any official duty provided by law.

Section 11.06. Severability. The parties hereto agree that the provisions contained in each Section of this Indenture, and within the subsections of such Sections are intended to be separate and divisible and if, for any reason, any one or more of them shall be held to be illegal, invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, then (a) the same shall not be held to affect the validity of any other provision contained in this Indenture and (b) the same shall be deemed to be modified to the minimum extent necessary for it to be legally enforceable. The parties hereto hereby expressly request and authorize any court of competent jurisdiction to enforce any such provision or to modify any such term thereof so that it shall be enforced by such court to the fullest extent permitted by applicable law. The Issuer hereby declares that, in the event a court of competent jurisdiction declares any Section, paragraph, sentence, clause

or phrase of this Indenture to be illegal, invalid or unenforceable but is unable to modify it as authorized herein, it would have nevertheless adopted this Indenture and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant thereto irrespective of the illegality, invalidity or unenforceability of any such Section, paragraph, sentence, clause or phrase.

Section 11.07. Applicable Law. This Indenture shall be governed by and enforced in accordance with the laws of the State of West Virginia applicable to contracts made and performed in the State of West Virginia. Any judicial proceeding arising out of or relating to this Indenture (including any declaratory judgments) shall be filed exclusively in the State and Federal courts located in West Virginia, and each party hereby consents to, and will submit to, the personal and subject matter jurisdiction of such courts in any proceeding to enforce any of its obligations under this Indenture and shall not contend that any such court is an improper or inconvenient venue. The foregoing shall not limit the right of any party to obtain execution of judgment in any other jurisdiction.

Section 11.08. Conflict with Act. In the event of a conflict between any provision of this Indenture with any provision of the TIF Act as in effect on the date hereof, the provision of the TIF Act shall prevail over the conflicting provision of this Indenture.

Section 11.09. Payment or Performance on Business Days. Except as otherwise expressly provided herein, if any date specified herein for the payment of any Bond or the performance of any act shall not be a Business Day, such payment or performance shall be made on the next succeeding Business Day with the same effect as if made on such date.

Section 11.10. Intention as to Seal and Contract. It is intended that this Indenture, when signed on behalf of the Issuer and the Trustee and duly delivered between them, shall constitute a contractual obligation under seal under the laws of the State of West Virginia with force and effect as an agreement and indenture of trust.

Section 11.11. Counterparts. This Indenture may be executed in counterparts, each of which shall be deemed an original.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Indenture of Trust to be executed and delivered by duly authorized officers thereof as of the day and year first written above.

THE COUNTY COMMISSION OF
HARRISON COUNTY

[SEAL]

By: _____
Its President

Attest:

By:_____
Its County Clerk

WESBANCO BANK, INC., as Trustee

[SEAL]

By: _____
Its Authorized Officer

Attest:

By:_____
Its _____

EXHIBIT A

FORM OF SERIES 2026 A BOND

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC" OR THE "SECURITIES DEPOSITORY"), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS OR ANY OTHER APPLICABLE SECURITIES LAWS. NEITHER THIS BOND NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THE HOLDER OF THIS SECURITY BY ITS ACCEPTANCE HEREOF AGREES THAT IT WILL COMPLY WITH THE FOREGOING RESTRICTIONS.

UNITED STATES OF AMERICA

Registered
No. AR-_____

Registered
$_____

THE COUNTY COMMISSION OF HARRISON COUNTY
TAX INCREMENT REVENUE BONDS
SERIES 2026 A
(HARRISON COUNTY DEVELOPMENT DISTRICT NO. 6 – NORTH CENTRAL WEST VIRGINIA AIRPORT)

Interest Rate	Maturity Date	Bond Date	CUSIP
	June 1, 2048	_____, 2026	

Registered Owner: CEDE & CO. Taxpayer I.D. No. 13-2555119
Principal Amount: _____ DOLLARS ($_____)

THE COUNTY COMMISSION OF HARRISON COUNTY, West Virginia, a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia (the "Issuer"), for value received, hereby promises to pay, but solely from the sources herein specified, to the Registered Owner named above, or registered assigns, the Principal Amount stated above on the Maturity Date stated above, except as the provisions herein set forth with respect to redemption prior to maturity may become applicable hereto, and in like manner to pay interest on said Principal Amount at the Interest Rate per annum stated above (computed on the basis of a 360-day year of twelve 30-day months) from the Bond Date stated above or from the most recent interest payment date to which interest has been paid or duly provided for, payable semi-annually on each June 1 and December 1 (the "Interest Payment Dates"), beginning on June 1, 2027, until said Principal Amount is paid in full.

The principal of and interest on this Series 2026 A Bond shall be payable in any coin or currency of the United States of America, which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The principal of and redemption premium, if any, on this Series 2026 A Bond shall be payable by check or draft to the Registered Owner at the Maturity Date or redemption date upon presentation and surrender of this Series 2026 A Bond at the principal corporate trust office of Wesbanco Bank, Inc., in Wheeling, West Virginia (the "Trustee"). With respect to Bonds which are subject to optional redemption in part pursuant to Section 3.02 of the Indenture (defined herein), mandatory sinking fund redemption as provided for in Section 3.03 of the Indenture, and extraordinary mandatory redemption in part as provided for in Section 3.04 of the Indenture, the Trustee shall make the principal payment directly to the Registered Owner and update its records to reflect the remaining principal balance due and owing on such Bonds without the necessity of the Registered Owner tendering such Bond to the principal corporate trust office of the Trustee for payment and issuance of a new Bond or Bonds, except for the final payment of principal of such Bonds on their Maturity Date or redemption in full, which

shall require tender to the Trustee for payment. The interest payable on this Series 2026 A Bond on any Interest Payment Date shall be paid by the Trustee to the Registered Owner of this Series 2026 A Bond appearing on the bond register maintained by the Trustee at the close of business on the Record Date for such Interest Payment Date, which date shall be the 15th day (whether or not a business day) of the calendar month next preceding such Interest Payment Date. As long as Cede & Co. is the registered owner of the Series 2026 A Bonds, said principal and interest payments shall be made to Cede & Co. by wire transfer in immediately available funds. In the event that the Issuer shall default in the payment or provision for payment of interest on any Series 2026 A Bond on any Interest Payment Date, such interest in default shall cease to be payable to the person who was the holder of such Bond as of the Record Date. Whenever moneys become available for the payment of such defaulted interest, the Trustee shall establish a Special Record Date for the payment of such defaulted interest, which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. Notice of any Special Record Date will be given as hereinafter provided to the Registered Owner hereof not later than 10 days before the Special Record Date. Such interest shall be paid by (1) check or draft of the Trustee mailed to such Registered Owner at his address as it appears on such bond register or at such other address furnished in writing by such Registered Owner to the Trustee, or (2) at the written request addressed to the Trustee by any Registered Owner of Series 2026 A Bonds in the aggregate principal amount of at least $1,000,000, by electronic transfer to the bank for credit to the ABA routing number and account number filed with the Trustee no later than 5 days preceding a Regular Record Date. Any such written notice for electronic transfer shall be signed by such owner and shall include the name of the bank (which shall be in the continental United States), its address, its ABA routing number and the name, number and contact name related to such owner's account at such bank to which the payment is to be credited. Interest will not accrue on delinquent interest.

The Principal Amount shall not be subject to acceleration, provided that nothing herein shall in any way prohibit the prepayment, redemption or defeasance of the Series 2026 A Bonds prior to the maturity thereof.

The principal of, premium, if any, and interest on the Series 2026 A Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. If any payment of the principal or redemption price of or interest on this Series 2026 A Bond shall be due on a day other than a Business Day (as defined in the Indenture), such payment shall be made on the next Business Day with like effect as if made on the originally scheduled date. As provided in the TIF Act (defined herein) and the Bond Order (defined herein), the Series 2026 A Bonds are special, limited obligations of the Issuer, payable solely from and secured solely by the Trust Estate specified herein. Neither the Series 2026 A Bonds nor the interest thereon shall ever constitute an indebtedness of the Issuer within the meaning of any constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Issuer. Moreover, neither the Series 2026 A Bonds nor the interest thereon shall constitute a charge against the general credit or taxing power of the Issuer.

Pursuant to Section 2.13 of the Indenture, the Registered Owners of the Series 2026 A Bonds and the Trustee on behalf of such Registered Owners have agreed that any principal of or interest on the Series 2026 A Bonds which remains due and payable following the October 31, 2048 Termination Date of the TIF District shall be waived by the Registered Owners and by the

Trustee on behalf of the Registered Owners and the Series 2026 A Bonds shall thereupon be considered legally discharged and satisfied pursuant to the terms of the Indenture assuming that all monies available for payment of the principal of and interest on the Series 2026 A Bonds have been applied thereto.

1. Indenture. This Series 2026 A Bond is one of a duly authorized series of bonds of the Issuer designated "Tax Increment Revenue Bonds, Series 2026 A (Harrison County Development District No. 6 – North Central West Virginia Airport)" (the "Series 2026 A Bonds"), issued in the aggregate principal amount of _____ and 00/100 Dollars ($_____), duly issued by the Issuer under and pursuant to (i) the West Virginia Tax Increment Financing Act, Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended (the "TIF Act"), (ii) certain proceedings of the Issuer, including a Bond Authorizing Resolution and Order adopted and entered of record by the Issuer on _____, 2026 (the "Order"), and (iii) the Indenture of Trust, dated _____, 2026 (the "Indenture"), by and between the Issuer and the Trustee. The terms of the Series 2026 A Bonds include those stated in the Indenture, and the Series 2026 A Bonds are subject to all such terms. All capitalized terms used herein and not otherwise defined herein shall have the meanings as provided in the Indenture.

The Series 2026 A Bonds are being issued for the purposes of (i) repaying in full the 2025 WVEDA Loan, (ii) financing costs of the 2026 A Project, (iii) funding a reserve fund for the Series 2026 A Bonds; and (iv) paying costs of issuance of the Series 2026 A Bonds and related costs.

The Series 2026 A Bonds are payable from and secured by a pledge of the Tax Increment Revenues of the TIF District (excluding the PAYGO Revenues (as defined in the Indenture)), the TIF Fund (excluding the subaccount thereof into which the PAYGO Revenues are deposited) and monies on deposit in certain funds and accounts held by the Trustee with respect to the Series 2026 A Bonds pursuant to the Indenture.

Reference is made hereby to the Indenture for a description of the funds and accounts, revenues and property pledged thereunder, the nature and extent of the security created or to be created, and the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Trustee and the owners of the Series 2026 A Bonds. By the acceptance of this Series 2026 A Bond, the owner hereof assents to all of the provisions of the Indenture. Certified copies of the Indenture are on file at the office of the Trustee in Wheeling, West Virginia, and the office of the Issuer in Clarksburg, West Virginia.

2. Trust Estate; Tax Increment Revenues. In the Indenture, the Issuer has covenanted to pay the principal of, and interest on, the Series 2026 A Bonds solely from the Trust Estate, which includes all right title and interest in the Issuer to the Tax Increment Revenues (excluding the PAYGO Revenues) and the TIF Fund (excluding the subaccount thereof into which the PAYGO Revenues are deposited), together with any interest earnings thereon and all moneys and securities (except in the Series 2026 A Bonds Costs of Issuance Fund, the Series 2026 A Bonds Rebate Fund and the TIF District Administrative Expense Fund) from time to time held by the Trustee in the funds and accounts created for the Series 2026 A Bonds under the terms of the Indenture.

3. Authorized Denominations. The Series 2026 A Bonds are issued in the Authorized Denominations of $5,000 and integral multiples thereof.

4. Additional Bonds and Subordinate Bonds. The Indenture provides that Additional Bonds (as defined in the Indenture) may be issued within the limitations and provisions of the Indenture (the Series 2026 A Bonds and any Additional Bonds being referred to herein, collectively, as the "Bonds"). All Additional Bonds issued within the limitations and provisions of the Indenture shall be secured equally and ratably by a first lien upon the Tax Increment Revenues of the TIF District (excluding the PAYGO Revenues), the TIF Fund (excluding the subaccount thereof wherein the PAYGO Revenues are deposited), the TIF District Revenue Fund and certain other property pledged under the Indenture, to the extent provided in the Indenture. The Indenture provides that Subordinate Bonds (as defined in the Indenture) may be issued at any time without the consent of the Trustee, the Registered Owners or any other party and without complying with any other terms of the Indenture. All Subordinate Bonds shall be secured by a lien upon the Tax Increment Revenues of the TIF District, the TIF Fund and the TIF District Revenue Fund which is subordinate to the lien thereon in favor of the Bonds.

5. Redemption. The Series 2026 A Bonds at the time outstanding are subject to redemption prior to their respective maturities as follows:

Optional Redemption. The Series 2026 A Bonds are subject to optional redemption prior to their stated maturity on and after June 1, 20__, at the option of the Issuer, as a whole, or in part, at any time, at a Redemption Price equal to 100% of the principal amount thereof then being redeemed, plus interest thereon to the date set for redemption.

Mandatory Sinking Fund Redemption.

The Series 2026 A Bonds maturing June 1, 20__, are subject to mandatory redemption prior to maturity from Sinking Fund Installments on June 1 of each year as set forth below (each, a "Mandatory Redemption Date"). The aggregate amount of the Revenues which are to be transferred by the Trustee to the Series 2026 A Bonds Debt Service Fund prior to each Mandatory Redemption Date must include amounts sufficient to redeem on the next succeeding Mandatory Redemption Date the principal amount of Series 2026 A Bonds required to be redeemed on such Mandatory Redemption Date (less the amount of any applicable credit described below).

(i) The Series 2026 A Bonds maturing on June 1, 20__, are subject to mandatory redemption prior to maturity on the applicable Mandatory Redemption Dates from Sinking Fund Installments, at a redemption price of 100% of the principal amount redeemed, plus interest accrued to the applicable Mandatory Redemption Date in the principal amounts set forth below:

Mandatory Redemption Date	Sinking Fund Installment	Mandatory Redemption Date	Sinking Fund Installment
June 1, 20__	$	June 1, 20__	$
June 1, 20__	$	June 1, 20__	$
June 1, 20__	$	June 1, 20__	$
June 1, 20__	$	June 1, 20__	$

June 1, 20__	$	June 1, 20__	$
June 1, 20__	$	June 1, 20__*	$
June 1, 20__	$		

* Maturity Date of such Series 2026 A Bond

(ii) The Issuer has the option to deliver to the Registrar for cancellation Series 2026 A Bonds acquired in any manner whatsoever in any aggregate principal amount and to receive a credit against the then current Sinking Fund Installment (and corresponding mandatory redemption obligation) of the Issuer with respect to the Series 2026 A Bonds. That option must be exercised by the Issuer on or before the 45th day preceding the applicable Mandatory Redemption Date, by furnishing the Trustee a certificate, executed by the Authorized Officer, setting forth the extent of the credit to be applied with respect to the then current Sinking Fund Installment (and corresponding mandatory redemption obligation). A credit against the then current Sinking Fund Installment (and corresponding mandatory redemption obligation) also must be received by the Issuer for any Series 2026 A Bonds that have been purchased for cancellation or redeemed (other than from monies on deposit in the Series 2026 A Bonds Reserve Fund) other than through the operation of the Sinking Fund Installments.

Each Series 2026 A Bond so delivered, redeemed previously or purchased and canceled must be credited by the Trustee at 100% of the principal amount thereof against the then current Sinking Fund Installment. Any excess of that amount over the then current Sinking Fund Installment with respect to the Series 2026 A Bonds will be credited against subsequent Sinking Fund Installments with respect to the Series 2026 A Bonds in the order directed by the Issuer.

Extraordinary Mandatory Redemption. The Series 2026 A Bonds are subject to extraordinary mandatory redemption and payment prior to maturity at the option of the Issuer at a Redemption Price equal to 100% of the principal amount thereof then being redeemed, with no redemption premium or penalty, plus accrued interest from any funds remaining on deposit in the Series 2026 A Bonds Project Fund on the earlier of either (i) the date on which the Certificate of Completion is filed with the Issuer, the Trustee and the Benedum Airport Authority, or (ii) the date which is three (3) years from the Date of Issue of the Series 2026 A Bonds which funds have been transferred to the Series 2026 A Bonds Redemption Account within the Series 2026 A Bonds Debt Service Fund pursuant to Section 4.03B of the Indenture.

Purchase In Lieu of Redemption. In lieu of redeeming the Series 2026 A Bonds, the Trustee shall, at the written direction of the Issuer use funds otherwise available for redemption of the Series 2026 A Bonds to purchase Series 2026 A Bonds of the same series and maturity in the open market within seven (7) days prior to the redemption date then applicable at a price less than and not exceeding the redemption price then applicable. Any Series 2026 A Bonds so purchased in lieu of redemption shall be delivered to the Trustee for cancellation and shall be cancelled. In the case of any optional redemption or purchase and cancellation of Series 2026 A Bonds, the Issuer shall receive credit against its Sinking Fund Installment with respect to the Series 2026 A Bonds of the maturity redeemed or purchased by lot as selected by the Trustee; provided, however, that following such reduction, each such Sinking Fund Installment payment is made in an Authorized Denomination.

Partial Redemption. There may not be a redemption of Bonds in part unless the unredeemed portion of any Bond will be in an Authorized Denomination. Upon surrender of any Bond for redemption in part only, the Issuer shall execute, and the Trustee shall register, authenticate and deliver to the Owner thereof a new Bond or Bonds of Authorized Denominations, in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered. With respect to Bonds which are subject to optional redemption in part pursuant to Section 3.02 of the Indenture, mandatory sinking fund redemption as provided for in Section 3.03 of the Indenture, and extraordinary mandatory redemption in part as provided for in Section 3.04 of the Indenture, the Trustee shall make the principal payment directly to the Registered Owner and update its records to reflect the remaining principal balance due and owing on such Bonds without the necessity of the Registered Owner tendering such Bond to the principal corporate trust office of the Trustee for payment and issuance of a new Bond or Bonds, except for the final payment of principal of such Bonds on their Maturity Date or redemption in full, which shall require tender to the Trustee for payment.

Payment of the redemption price of a portion of any Bond in order to effect a mandatory sinking fund redemption pursuant to Section 3.03 of the Indenture, in order to effect a mandatory extraordinary redemption pursuant to Section 3.04 of the Indenture, or in order to effect an optional redemption in part pursuant to Section 3.02 of the Indenture, may be made directly to the Registered Owner thereof without surrender thereof and the Registered Owner agrees that it will not sell, transfer or otherwise dispose of such Bond unless prior to delivery thereof such Registered Owner shall present such Bond to the Trustee for notation thereon of the portion of the principal thereof redeemed or shall surrender such Bond in exchange for a new Bond or Bonds for the unredeemed balance of the principal of the surrendered Bond.

Notice of Redemption. The Issuer shall give notice to the Trustee of its election to redeem Bonds pursuant to Section 3.02 of the Indenture. Each such notice shall be given at least 45 days prior to the redemption date of such Bonds, or such fewer number of days as shall be acceptable to the Trustee. Upon receipt of such notice the Trustee shall give notice in the name of the Issuer of the Issuer's election to redeem such Bonds.

Unless waived by any owner of Series 2026 A Bonds to be redeemed, official notice of any redemption pursuant to Section 3.02 or Section 3.03 hereof shall be given by the Trustee on behalf of the Issuer by mailing a copy of an official redemption notice to each Registered Owner by first class mail or transmission via Electronic Means, at least 30 days and not more than 60 days prior to the redemption date; provided, however, that with respect to an extraordinary mandatory redemption of Series 2026 A Bonds in part pursuant to Section 3.04 hereof, the period shall be not less than 10 days nor more than 30 days prior to the redemption date. Such notice may state that the proposed redemption is conditioned on there being on deposit in the Series 2026 A Bonds Redemption Account within the Series 2026 A Bonds Debt Service Fund on the redemption date an amount of money sufficient to pay the redemption price of all the Series 2026 A Bonds which are to be redeemed on that date.

In addition to the foregoing notice, further notice shall be given by the Trustee on behalf of the Issuer at least 2 days before the date of mailing or transmission of such notice to the registered owners by registered or certified mail, overnight delivery service, facsimile

transmission, or electronic means, including any electronic method which, in the sole opinion of the Trustee, shall be commonly used in the municipal securities industry and shall be acceptable to the Securities Depository and to one or more information repositories which have been designated to receive continuing disclosure filings by the Municipal Securities Rulemaking Board (including, if applicable, the EMMA system maintained by the Municipal Securities Rulemaking Board).

For so long as the Securities Depository is effecting book entry transfers of the Bonds, the Trustee shall provide a notice as specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Trustee, the Securities Depository, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

6. Defeasance. The Indenture prescribes the manner in which it may be discharged and provides that Series 2026 A Bonds shall be deemed to be paid if moneys or certain Defeasance Obligations (as defined in the Indenture), the principal of and premium, if any, and interest on which, when due, will be sufficient to pay the principal or redemption price of and interest on such Series 2026 A Bonds to the date of maturity or redemption thereof, shall have been deposited with the Trustee or other paying agent.

7. Book-Entry System. The Series 2026 A Bonds are initially being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Indenture. One Series 2026 A Bond certificate with respect to each date on which the Series 2026 A Bonds are stated to mature or with respect to each form of Series 2026 A Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository or the Trustee as its "FAST" agent and immobilized in its custody. The book-entry system will evidence positions held in the Series 2026 A Bonds by the Securities Depository's participants, beneficial ownership of the Series 2026 A Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Trustee will recognize the Securities Depository nominee, while the Registered Owner of this Series 2026 A Bond, as the owner of this Series 2026 A Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Series 2026 A Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Series 2026 A Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Trustee will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the registered owner of this Series 2026 A Bond, notwithstanding the provision hereinabove contained, payments of principal

of, redemption premium, if any, and interest on this Series 2026 A Bond shall be made in accordance with existing arrangements among the Issuer, the Trustee and the Securities Depository.

8. Persons Deemed Owners; Restrictions upon Actions by Individual Holders. The Issuer and the Trustee may deem and treat the person in whose name this Bond is registered as the absolute owner hereof (whether or not this Bond shall be overdue and notwithstanding any notation of ownership or other writing hereon made by anyone other than the Issuer or the Trustee) for the purpose of receiving payment of or on account of the principal, interest or redemption price of this Bond, and for all other purposes except as otherwise provided herein with respect to the payment of principal and interest on this Bond, and neither the Issuer nor the Trustee shall be affected by any notice to the contrary. All such payments so made to any such registered owner, or upon his order, shall be valid and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for moneys payable under this Bond.

The registered owner of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

9. Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE, THIS SERIES 2026 A BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Series 2026 A Bond may be transferred or exchanged, as provided in the Indenture, only upon the bond register maintained by the Trustee at its principal corporate trust office by the Registered Owner hereof in person or by his duly authorized attorney, upon surrender of this Series 2026 A Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or his duly authorized attorney, and thereupon a new Series 2026 A Bond or Series 2026 A Bonds of the same maturity and in the same aggregate principal amount, shall be issued to the transferee in exchange therefore as provided in the Indenture, and upon payment of the charges therein prescribed. The Issuer, the Trustee and any Paying Agent may deem and treat the person in whose name this Series 2026 A Bond is registered on the bond register maintained by the Trustee as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Series 2026 A Bonds are issuable in the form of fully registered Series 2026 A Bonds without coupons in the denominations of $5,000.

10. Modifications. Modifications or alterations of the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

11. Negotiability. As declared by the TIF Act, this Series 2026 A Bond shall be and be deemed to be for all purposes a negotiable instrument subject only to the provisions for registration and registration of transfer stated herein.

12. Governing Law. This Bond shall be governed by and construed in accordance with the laws of the State of West Virginia.

13. Notices. Except as otherwise provided in the Indenture and this Bond, when the Trustee is required to give notice to the owner of this Bond, such notice shall be mailed by first-class certified mail, return receipt requested, to the registered owner of this Bond at such owner's address as it appears on the registration books maintained by the Trustee. Any notice mailed as provided herein will be conclusively presumed to have been given, whether or not actually received by the addressee.

14. Due Procedure. All acts, conditions and things required by the Constitution and laws of the State of West Virginia and the rules and regulations of the Issuer to happen, exist and be performed precedent to and in the issuance of this Series 2026 A Bond and the execution and delivery of the Indenture have happened, exist and have been performed as so required.

15. No Personal Liability. No recourse shall be had for the payment of the principal or redemption price of and interest on this Series 2026 A Bond or for any claims based thereon or on the Indenture against any member or other officer of the Issuer or any person executing this Series 2026 A Bond, all such liability, if any, being expressly waived and released by the registered owner of this Series 2026 A Bond by the acceptance of this Series 2026 A Bond.

16. Special, Limited Obligation. As provided in the TIF Act and the Bond Order, this Series 2026 A Bond is a special, limited obligation of the Issuer payable solely from and secured solely by the Trust Estate specified herein. Neither this Series 2026 A Bond nor the interest hereon shall ever constitute an indebtedness of the Issuer within the meaning of any constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Issuer. Moreover, neither this Series 2026 A Bond nor the interest thereon shall constitute a charge against the general credit or taxing power of the Issuer.

17. Authentication of Series 2026 A Bond. This Series 2026 A Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, THE COUNTY COMMISSION OF HARRISON COUNTY, West Virginia, has caused this Bond to be executed in its name by the manual or facsimile signature of its President and its corporate seal (or a facsimile thereof) to be hereunto affixed, imprinted, engraved or otherwise reproduced, and attested by the manual or facsimile signature of its County Clerk.

THE COUNTY COMMISSION OF
HARRISON COUNTY

[SEAL]

By: _____
Its: President

ATTEST:

By: _____
Its: County Clerk

Certificate of Authentication and Registration

This Bond is one of the Bonds of the Series designated herein and issued under the provisions of the within-mentioned Indenture.

Date of Authentication and Registration: _____, 2026.

Wesbanco Bank, Inc.,
as Trustee

By: _____
Its: _____

ASSIGNMENT

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

_____

(Please Print or Typewrite Name, Address and Social Security Number or Taxpayer Identification Number of Transferee)

the within Series 2026 A Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____

Attorney

to transfer the within Series 2026 A Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Series 2026 A Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed By:

_____

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: _____

Title: _____

EXHIBIT B

FORM OF REQUISITION FOR PAYMENT FROM SERIES 2026 A BONDS PROJECT FUND

$_____
The County Commission of Harrison County
Tax Increment Revenue Bonds
Series 2026 A
(Harrison County Development District No. 6 – North Central West Virginia Airport)

REQUISITION FOR PAYMENT NO. __

THE COUNTY COMMISSION OF HARRISON COUNTY, a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia (the "Issuer"), and the BENEDUM AIRPORT AUTHORITY, a public corporation of the State of West Virginia (the "Authority") by their duly Authorized Officers, hereby certify, in connection with this Requisition for Payment from the Series 2026 A Bonds Project Fund (the "Requisition") under an Indenture of Trust for the above captioned Bonds (the "Series 2026 A Bonds"), dated as of _____, 2026 (the "Indenture") between the Issuer and Wesbanco Bank, Inc., as trustee thereunder (the "Trustee") and the Project Development Agreement for the Series 2026 A Bonds, dated as of _____, 2026 (the "Development Agreement"), between the Issuer and the Authority, that:

1. Terms used herein and not otherwise defined herein shall have the meanings given such terms in the Indenture and the Development Agreement.

2. The amount requested to be disbursed by this Requisition: (a) is a portion of the Costs of the Project authorized for funding under the Indenture and Development Agreement and has not been previously paid from the Project Fund; (b) includes only payments for work, materials, equipment and other costs that constitute capital costs of the 2026 A Project which have been incurred and remain unpaid or which have been paid by the Issuer or the Authority and qualify for reimbursement and have not been the subject of a previous disbursement request filed with the Trustee; (c) is an authorized expenditure under the Project Plan for the TIF District, the Indenture, the Development Agreement and the Act.

3. There has not been filed with or served upon the Issuer or the Authority any notice of claim of lien, right to a lien or attachment upon, or claims affecting the right of any person, firm or corporation named herein, to receive payment of any of the amounts payable to any of the persons named herein, that has not been released or will not be released simultaneously with the payment of such obligation.

4. This statement and all exhibits hereto, including **Schedule I**, shall be conclusive evidence of the facts and statements set forth herein and shall constitute full warrant, protection and authority to the Trustee for its actions taken pursuant hereto.

5. The Trustee acts in this transaction at the direction of the Issuer and has no knowledge or responsibility for reviewing any requisition or determining the appropriateness of any payment. If relying upon requisitions submitted by email or facsimile, any responsibility for fraud or loss shall be the sole responsibility of the Issuer and the Authority, and the Trustee shall have no responsibility or liability.

6. The total amount requested to be disbursed pursuant to this Requisition is $_____. As set forth in **Schedule I** attached hereto, of the total amount of such disbursement:

(a) $_____ is to be paid to the Issuer or the Authority as reimbursement to the Issuer or the Authority for an invoice or statement previously paid by the Issuer or the Authority to an entity that is not affiliated with the Issuer or the Authority; and

(b) $_____ is to be paid to a third party payee that is not affiliated with the Issuer or the Authority (including any contractor or supplier of materials) or on a joint basis to the Issuer or the Authority and such third party payee with respect to an expense previously incurred.

In either event, the amounts set forth herein and in **Schedule I** attached hereto are supported by the attached copies of invoices or statements.

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer and the Authority by their duly Authorized Representatives this _____, 20__.

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

BENEDUM AIRPORT AUTHORITY

By: _____
Its President

Schedule I
to Requisition

REIMBURSEMENT AND THIRD PARTY PAYMENTS

(1) Total Amount of disbursement pursuant to this Requisition: $_____

(2) Reimbursement to the Issuer or the Authority:

	Vendor	**Description of Expense**	**Date of Payment**	**Amount**
1.				
2.				
3.				
TOTAL				$ _____

(3) Payment to third party payees:

	Vendor	**Description of Expense**	**Amount**	**Payee Name(s)/ Address(es)**
1.				
2.				
3.				
TOTAL			$ _____	

The items listed for reimbursement to the Issuer or the Authority or payment to third party payees are supported by attached copies of invoices or statements.

Schedule I
to Requisition
(continued)

Copies of Invoices or Statements
(Attached)

EXHIBIT C

FORM OF REQUISITION FOR PAYMENT FROM
SERIES 2026 A BONDS COSTS OF ISSUANCE FUND

$_____
The County Commission of Harrison County
Tax Increment Revenue Bonds
Series 2026 A
(Harrison County Development District No. 6 – North Central West Virginia Airport)

REQUISITION FOR PAYMENT OF COSTS OF ISSUANCE

On this ___ day of _____, 2026, The County Commission of Harrison County, a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia (the "Issuer") by its duly Authorized Officer, hereby certifies, in connection with this Requisition for Payment from the Series 2026 A Bonds Costs of Issuance Fund (the "Requisition") under an Indenture of Trust for the above captioned Bonds (the "Series 2026 A Bonds"), dated as of _____, 2026 (the "Indenture"), between the Issuer and Wesbanco Bank, Inc., as bond trustee thereunder (the "Trustee") and pursuant to the Project Development Agreement (the "Development Agreement"), dated _____, 2026, by and between the Issuer and the Benedum Airport Authority, a public corporation of the State of West Virginia (the "Authority"), that:

1. Terms used herein and not otherwise defined herein shall have the meanings given such terms in the Indenture and in the Development Agreement.

2. The amount requested to be disbursed by this Requisition: (a) is a portion of the Costs of Issuance authorized for funding under the Indenture and the Development Agreement, and (b) is an authorized expenditure under the Project Plan for the TIF District, the Indenture, the Development Agreement and the TIF Act.

3. The total amount requested to be disbursed pursuant to this Requisition is $_____. As set forth in the invoices attached hereto, of the total amount of such disbursement:

(a) $_____ is to be paid to the Issuer or the Authority as reimbursement to the Issuer or the Authority for an invoice or statement previously paid by the Issuer or the Authority to an entity that is not affiliated with the Issuer or the Authority; and

(b) $_____ is to be paid to a third party payee that is not affiliated with the Issuer or the Authority or on a joint basis to the Issuer or the Authority and such a third party payee with respect to an expense previously incurred.

In either event, the amount set forth herein is supported by the attached copies of invoices or statements.

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer and the Authority by their duly Authorized Officers as of the date set forth above.

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

EXHIBIT D

FORM OF REQUISITION FOR PAYMENT FROM
TIF DISTRICT ADMINISTRATIVE EXPENSE FUND

$_____
The County Commission of Harrison County
Tax Increment Revenue Bonds
Series 2026 A
(Harrison County Development District No. 6 – North Central West Virginia Airport)

REQUISITION FOR PAYMENT NO. __

The County Commission of Harrison County, a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia (the "Issuer"), by its Authorized Officer, hereby certifies in connection with this Requisition for Payment from the TIF District Administrative Expense Fund (the "Requisition") pursuant to an Indenture of Trust (the "Indenture"), dated _____, 2026, by and between the Issuer and Wesbanco Bank, Inc., as Trustee (the "Trustee"), as amended and supplemented from time to time, and pursuant to the Project Development Agreement (the "Development Agreement"), dated _____, 2026, by and between the Issuer and the Benedum Airport Authority, a public corporation of the State of West Virginia (the "Authority"), that:

1. Terms used herein and not otherwise defined herein shall have the meanings given such terms in the Indenture and in the Development Agreement.

2. The amount requested to be disbursed by this Requisition: (a) is a portion of the Administrative Expenses authorized for funding under the Indenture and the Development Agreement, and (b) is an authorized expenditure under the Project Plan, the Indenture, the Development Agreement and the TIF Act.

3. The total amount requested to be disbursed pursuant to this Requisition is $_____. As set forth in the invoices attached hereto, of the total amount of such disbursement:

(a) $_____ is to be paid to the Issuer or the Authority as reimbursement to the Issuer or the Authority for an invoice or statement previously paid by the Issuer or the Authority; and

(b) $_____ is to be paid to a third party payee that is not affiliated with the Issuer or the Authority or on a joint basis to the Issuer or the Authority and such a third party payee with respect to an expense previously incurred.

In either event, the amount set forth herein is supported by the attached copies of invoices or statements.

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer by its Authorized Representative this _____ day of _____, 20___.

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

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BOND PRICING

Harrison County Commission (West Virginia)
Tax Increment Revenue Bonds, Series 2026
(Development District No. 6 - North Central West Virginia Airport)
WVEDA Loan Payoff and New Money
-Preliminary-

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Premium (-Discount)
Term Bond 2036:						
	06/01/2028	180,000	5.000%	5.250%	98.152	-3,326.40
	06/01/2029	275,000	5.000%	5.250%	98.152	-5,082.00
	06/01/2030	290,000	5.000%	5.250%	98.152	-5,359.20
	06/01/2031	305,000	5.000%	5.250%	98.152	-5,636.40
	06/01/2032	320,000	5.000%	5.250%	98.152	-5,913.60
	06/01/2033	335,000	5.000%	5.250%	98.152	-6,190.80
	06/01/2034	350,000	5.000%	5.250%	98.152	-6,468.00
	06/01/2035	370,000	5.000%	5.250%	98.152	-6,837.60
	06/01/2036	385,000	5.000%	5.250%	98.152	-7,114.80
		2,810,000				**-51,928.80**
Term Bond 2048:						
	06/01/2037	405,000	6.250%	6.375%	98.545	-5,892.75
	06/01/2038	730,000	6.250%	6.375%	98.545	-10,621.50
	06/01/2039	775,000	6.250%	6.375%	98.545	-11,276.25
	06/01/2040	825,000	6.250%	6.375%	98.545	-12,003.75
	06/01/2041	875,000	6.250%	6.375%	98.545	-12,731.25
	06/01/2042	930,000	6.250%	6.375%	98.545	-13,531.50
	06/01/2043	985,000	6.250%	6.375%	98.545	-14,331.75
	06/01/2044	1,045,000	6.250%	6.375%	98.545	-15,204.75
	06/01/2045	1,110,000	6.250%	6.375%	98.545	-16,150.50
	06/01/2046	1,180,000	6.250%	6.375%	98.545	-17,169.00
	06/01/2047	1,255,000	6.250%	6.375%	98.545	-18,260.25
	06/01/2048	1,335,000	6.250%	6.375%	98.545	-19,424.25
		11,450,000				**-166,597.50**
		14,260,000				**-218,526.30**

Dated Date	12/17/2026	
Delivery Date	12/17/2026	
First Coupon	06/01/2027	
Par Amount	14,260,000.00	
Original Issue Discount	-218,526.30	
Production	14,041,473.70	98.467558%
Underwriter's Discount	-285,200.00	-2.000000%
Purchase Price	13,756,273.70	96.467558%
Accrued Interest		
Net Proceeds	13,756,273.70	

Notes:
All figures are preliminary and subject to change.
Interest Rates as of 10/28/2026.
Assumes Non-Rated Transaction.
Planning interest rate for discussion purposes only.

SOURCES AND USES OF FUNDS

Harrison County Commission (West Virginia)
Tax Increment Revenue Bonds, Series 2026
(Development District No. 6 - North Central West Virginia Airport)
WVEDA Loan Payoff and New Money
-Preliminary-

Dated Date	12/17/2026
Delivery Date	12/17/2026

Sources:	
Bond Proceeds:	
Par Amount	14,260,000.00
Original Issue Discount	-218,526.30
	14,041,473.70
Additional Project Funds:	
Projected Surplus TIF Revenues on 6/01/2027	864,357.25
TIF Fund Balance as of 6/30/2026	268,437.00
	1,132,794.25
	15,174,267.95

Uses:	
Project Fund Deposits:	
WVEDA Loan Payoff	9,818,728.11
New Money	3,290,000.00
	13,108,728.11
Other Fund Deposits:	
Debt Service Reserve Fund	1,421,250.00
Delivery Date Expenses:	
Cost of Issuance	356,500.00
Underwriter's Discount	285,200.00
	641,700.00
Other Uses of Funds:	
Additional Proceeds	2,589.84
	15,174,267.95

Notes:
All figures are preliminary and subject to change.
Interest Rates as of 10/28/2026.
Assumes Non-Rated Transaction.
Estimated Cost of Issuance (2.5% of Par) including Legal Expenses, Feasibility Counsultant, Trustee and misc. expenses.
Estimated Underwriter's Discount (2.0% of Par).
Debt Service Reserve Fund funded at Maximum Annual Debt Service through 6/1/2048. Assumes annual interest earnings of 3.0%.

BOND DEBT SERVICE

Harrison County Commission (West Virginia)
Tax Increment Revenue Bonds, Series 2026
(Development District No. 6 - North Central West Virginia Airport)
WVEDA Loan Payoff and New Money
-Preliminary-

Dated Date	12/17/2026
Delivery Date	12/17/2026

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2027			390,012.50	390,012.50	390,012.50
12/01/2027			428,062.50	428,062.50	
06/01/2028	180,000	5.000%	428,062.50	608,062.50	1,036,125.00
12/01/2028			423,562.50	423,562.50	
06/01/2029	275,000	5.000%	423,562.50	698,562.50	1,122,125.00
12/01/2029			416,687.50	416,687.50	
06/01/2030	290,000	5.000%	416,687.50	706,687.50	1,123,375.00
12/01/2030			409,437.50	409,437.50	
06/01/2031	305,000	5.000%	409,437.50	714,437.50	1,123,875.00
12/01/2031			401,812.50	401,812.50	
06/01/2032	320,000	5.000%	401,812.50	721,812.50	1,123,625.00
12/01/2032			393,812.50	393,812.50	
06/01/2033	335,000	5.000%	393,812.50	728,812.50	1,122,625.00
12/01/2033			385,437.50	385,437.50	
06/01/2034	350,000	5.000%	385,437.50	735,437.50	1,120,875.00
12/01/2034			376,687.50	376,687.50	
06/01/2035	370,000	5.000%	376,687.50	746,687.50	1,123,375.00
12/01/2035			367,437.50	367,437.50	
06/01/2036	385,000	5.000%	367,437.50	752,437.50	1,119,875.00
12/01/2036			357,812.50	357,812.50	
06/01/2037	405,000	6.250%	357,812.50	762,812.50	1,120,625.00
12/01/2037			345,156.25	345,156.25	
06/01/2038	730,000	6.250%	345,156.25	1,075,156.25	1,420,312.50
12/01/2038			322,343.75	322,343.75	
06/01/2039	775,000	6.250%	322,343.75	1,097,343.75	1,419,687.50
12/01/2039			298,125.00	298,125.00	
06/01/2040	825,000	6.250%	298,125.00	1,123,125.00	1,421,250.00
12/01/2040			272,343.75	272,343.75	
06/01/2041	875,000	6.250%	272,343.75	1,147,343.75	1,419,687.50
12/01/2041			245,000.00	245,000.00	
06/01/2042	930,000	6.250%	245,000.00	1,175,000.00	1,420,000.00
12/01/2042			215,937.50	215,937.50	
06/01/2043	985,000	6.250%	215,937.50	1,200,937.50	1,416,875.00
12/01/2043			185,156.25	185,156.25	
06/01/2044	1,045,000	6.250%	185,156.25	1,230,156.25	1,415,312.50
12/01/2044			152,500.00	152,500.00	
06/01/2045	1,110,000	6.250%	152,500.00	1,262,500.00	1,415,000.00
12/01/2045			117,812.50	117,812.50	
06/01/2046	1,180,000	6.250%	117,812.50	1,297,812.50	1,415,625.00
12/01/2046			80,937.50	80,937.50	
06/01/2047	1,255,000	6.250%	80,937.50	1,335,937.50	1,416,875.00
12/01/2047			41,718.75	41,718.75	
06/01/2048	1,335,000	6.250%	41,718.75	1,376,718.75	1,418,437.50
	14,260,000		**12,865,575.00**	**27,125,575.00**	**27,125,575.00**

Notes:
All figures are preliminary and subject to change.
Interest Rates as of 10/28/2026.
Assumes Non-Rated Transaction.

NET DEBT SERVICE

Harrison County Commission (West Virginia)
Tax Increment Revenue Bonds, Series 2026
(Development District No. 6 - North Central West Virginia Airport)
WVEDA Loan Payoff and New Money
-Preliminary-

Date	Total Debt Service	Debt Service Reserve Fund	Net Debt Service	Annual Net D/S
06/01/2027	390,012.50	19,423.75	370,588.75	370,588.75
12/01/2027	428,062.50	21,318.75	406,743.75	
06/01/2028	608,062.50	21,318.75	586,743.75	993,487.50
12/01/2028	423,562.50	21,318.75	402,243.75	
06/01/2029	698,562.50	21,318.75	677,243.75	1,079,487.50
12/01/2029	416,687.50	21,318.75	395,368.75	
06/01/2030	706,687.50	21,318.75	685,368.75	1,080,737.50
12/01/2030	409,437.50	21,318.75	388,118.75	
06/01/2031	714,437.50	21,318.75	693,118.75	1,081,237.50
12/01/2031	401,812.50	21,318.75	380,493.75	
06/01/2032	721,812.50	21,318.75	700,493.75	1,080,987.50
12/01/2032	393,812.50	21,318.75	372,493.75	
06/01/2033	728,812.50	21,318.75	707,493.75	1,079,987.50
12/01/2033	385,437.50	21,318.75	364,118.75	
06/01/2034	735,437.50	21,318.75	714,118.75	1,078,237.50
12/01/2034	376,687.50	21,318.75	355,368.75	
06/01/2035	746,687.50	21,318.75	725,368.75	1,080,737.50
12/01/2035	367,437.50	21,318.75	346,118.75	
06/01/2036	752,437.50	21,318.75	731,118.75	1,077,237.50
12/01/2036	357,812.50	21,318.75	336,493.75	
06/01/2037	762,812.50	21,318.75	741,493.75	1,077,987.50
12/01/2037	345,156.25	21,318.75	323,837.50	
06/01/2038	1,075,156.25	21,318.75	1,053,837.50	1,377,675.00
12/01/2038	322,343.75	21,318.75	301,025.00	
06/01/2039	1,097,343.75	21,318.75	1,076,025.00	1,377,050.00
12/01/2039	298,125.00	21,318.75	276,806.25	
06/01/2040	1,123,125.00	21,318.75	1,101,806.25	1,378,612.50
12/01/2040	272,343.75	21,318.75	251,025.00	
06/01/2041	1,147,343.75	21,318.75	1,126,025.00	1,377,050.00
12/01/2041	245,000.00	21,318.75	223,681.25	
06/01/2042	1,175,000.00	21,318.75	1,153,681.25	1,377,362.50
12/01/2042	215,937.50	21,318.75	194,618.75	
06/01/2043	1,200,937.50	21,318.75	1,179,618.75	1,374,237.50
12/01/2043	185,156.25	21,318.75	163,837.50	
06/01/2044	1,230,156.25	21,318.75	1,208,837.50	1,372,675.00
12/01/2044	152,500.00	21,318.75	131,181.25	
06/01/2045	1,262,500.00	21,318.75	1,241,181.25	1,372,362.50
12/01/2045	117,812.50	21,318.75	96,493.75	
06/01/2046	1,297,812.50	21,318.75	1,276,493.75	1,372,987.50
12/01/2046	80,937.50	21,318.75	59,618.75	
06/01/2047	1,335,937.50	21,318.75	1,314,618.75	1,374,237.50
12/01/2047	41,718.75	21,318.75	20,400.00	
06/01/2048	1,376,718.75	1,442,568.75	-65,850.00	-45,450.00
	27,125,575.00	**2,336,061.25**	**24,789,513.75**	**24,789,513.75**

Notes:
All figures are preliminary and subject to change.
Interest Rates as of 10/28/2026.
Assumes Non-Rated Transaction.
Debt Service Reserve Fund funded at Maximum Annual Debt Service through 6/1/2048. Assumes annual interest earnings of 3.0%.

PROJECTED TAX INCREMENT REVENUES AND COVERAGE

Harrison County Commission (West Virginia)
Tax Increment Revenue Bonds, Series 2026
(Development District No. 6 - North Central West Virginia Airport)
WVEDA Loan Payoff and New Money
-Preliminary-

Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Reserve	Total Adj Debt Service	Projected Tax Increment Revenues	Projected Surplus Revenues	Debt Service Coverage
06/01/2027		390,013	-19,424	370,589	1,234,946	864,357	333%
06/01/2028	180,000	1,036,125	-42,638	993,488	1,299,404	305,917	131%
06/01/2029	275,000	1,122,125	-42,638	1,079,488	1,406,964	327,476	130%
06/01/2030	290,000	1,123,375	-42,638	1,080,738	1,406,756	326,018	130%
06/01/2031	305,000	1,123,875	-42,638	1,081,238	1,406,543	325,306	130%
06/01/2032	320,000	1,123,625	-42,638	1,080,988	1,406,327	325,339	130%
06/01/2033	335,000	1,122,625	-42,638	1,079,988	1,406,106	326,119	130%
06/01/2034	350,000	1,120,875	-42,638	1,078,238	1,405,881	327,643	130%
06/01/2035	370,000	1,123,375	-42,638	1,080,738	1,405,651	324,914	130%
06/01/2036	385,000	1,119,875	-42,638	1,077,238	1,405,417	328,179	130%
06/01/2037	405,000	1,120,625	-42,638	1,077,988	1,405,178	327,190	130%
06/01/2038	730,000	1,420,313	-42,638	1,377,675	1,777,123	399,448	129%
06/01/2039	775,000	1,419,688	-42,638	1,377,050	1,776,875	399,825	129%
06/01/2040	825,000	1,421,250	-42,638	1,378,613	1,776,621	398,009	129%
06/01/2041	875,000	1,419,688	-42,638	1,377,050	1,776,362	399,312	129%
06/01/2042	930,000	1,420,000	-42,638	1,377,363	1,776,098	398,736	129%
06/01/2043	985,000	1,416,875	-42,638	1,374,238	1,775,829	401,592	129%
06/01/2044	1,045,000	1,415,313	-42,638	1,372,675	1,775,555	402,880	129%
06/01/2045	1,110,000	1,415,000	-42,638	1,372,363	1,775,275	402,912	129%
06/01/2046	1,180,000	1,415,625	-42,638	1,372,988	1,774,989	402,001	129%
06/01/2047	1,255,000	1,416,875	-42,638	1,374,238	1,774,698	400,460	129%
06/01/2048	1,335,000	1,418,438	-1,463,888	-45,450	1,774,400	1,819,850	
	14,260,000	**27,125,575**	**-2,336,061**	**24,789,514**	**34,722,998**	**9,933,485**	

Notes:
All figures are preliminary and subject to change.
Interest Rates as of 10/28/2026.
Assumes Non-Rated Transaction.
Projected Tax Increment Revenues based on Tax Year 2026 Certified Assessed Values, 0% annual inflation rate.

BOND SUMMARY STATISTICS

Harrison County Commission (West Virginia)
Tax Increment Revenue Bonds, Series 2026
(Development District No. 6 - North Central West Virginia Airport)
WVEDA Loan Payoff and New Money
-Preliminary-

Dated Date	12/17/2026
Delivery Date	12/17/2026
Last Maturity	06/01/2048
Arbitrage Yield	6.277664%
True Interest Cost (TIC)	6.515441%
Net Interest Cost (NIC)	6.391711%
All-In TIC	6.806230%
Average Coupon	6.150886%
Average Life (years)	14.668
Duration of Issue (years)	9.382
Par Amount	14,260,000.00
Bond Proceeds	14,041,473.70
Total Interest	12,865,575.00
Net Interest	13,369,301.30
Total Debt Service	27,125,575.00
Maximum Annual Debt Service	1,421,250.00
Average Annual Debt Service	1,264,268.13
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	96.467558

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Term Bond 2036	2,810,000.00	98.152	5.000%	5.902	2,051.30
Term Bond 2048	11,450,000.00	98.545	6.250%	16.819	13,167.50
	14,260,000.00			**14.668**	**15,218.80**

	TIC	All-In TIC	Arbitrage Yield
Par Value	14,260,000.00	14,260,000.00	14,260,000.00
+ Accrued Interest			
+ Premium (Discount)	-218,526.30	-218,526.30	-218,526.30
- Underwriter's Discount	-285,200.00	-285,200.00	
- Cost of Issuance Expense		-356,500.00	
- Other Amounts			
Target Value	13,756,273.70	13,399,773.70	14,041,473.70
Target Date	12/17/2026	12/17/2026	12/17/2026
Yield	6.515441%	6.806230%	6.277664%

Notes:
All figures are preliminary and subject to change.
Interest Rates as of 10/28/2026.
Assumes Non-Rated Transaction.

BUSINESS PROMOTIONAL MATERIALS DISCLAIMER

Harrison County Commission (West Virginia)
Tax Increment Revenue Bonds, Series 2026
(Development District No. 6 - North Central West Virginia Airport)
WVEDA Loan Payoff and New Money
-Preliminary-

Piper Sandler is providing the information contained herein for discussion purposes only in anticipation of being engaged to serve as underwriter or placement agent on a future transaction and not as a financial advisor or municipal advisor. In providing the information contained herein, Piper Sandler is not recommending an action to you and the information provided herein is not intended to be and should not be construed as a ' recommendation' or 'advice' within the meaning of Section 15B of the Securities Exchange Act of 1934. Piper Sandler is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act or under any state law to you with respect to the information and material contained in this communication. As an underwriter or placement agent, Piper Sandler's primary role is to purchase or arrange for the placement of securities with a view to distribution in an arm's-length commercial transaction, is acting for its own interests and has financial and other interests that differ from your interests. You should discuss any information and material contained in this communication with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.

The information contained herein may include hypothetical interest rates or interest rate savings for a potential refunding. Interest rates used herein take into consideration conditions in today's market and other factual information such as credit rating, geographic location and market sector. Interest rates described herein should not be viewed as rates that Piper Sandler expects to achieve for you should we be selected to act as your underwriter or placement agent. Information about interest rates and terms for SLGs is based on current publically available information and treasury or agency rates for open-market escrows are based on current market interest rates for these types of credits and should not be seen as costs or rates that Piper Sandler could achieve for you should we be selected to act as your underwriter or placement agent. More particularized information and analysis may be provided after you have engaged Piper Sandler as an underwriter or placement agent or under certain other exceptions as describe in the Section 15B of the Exchange Act.

Notes:
All figures are preliminary and subject to change.
Interest Rates as of 10/28/2026.
Assumes Non-Rated Transaction.

SUN VALLEY PUBLIC SERVICE DISTRICT
POST OFFICE BOX 95
18 SABLE CIRCLE
REYNOLDSVILLE, WV 26422-0095
Phone: 304-623-9609, Fax: 304-623-3505
E-Mail: sunvalleypsd@sunvalleypsd.com
Website: sunvalleypsd.com

Richard Dale, Chairman
Connor Thompson, Treasurer
Sandra Patterson, Secretary
Kevin Short, General Manager

November 9, 2026

Harrison County Commission
Harrison County Court House, 3rd Floor
301 West Main Street
Clarksburg, WV 26301

Re: Reappointment of Connor L. Thompson

Dear Commissioners:

This letter is in reference to the reappointment of Mr. Connor L. Thompson to another term of office as a board member of the Sun Valley PSD. Mr. Thompson's term of office will expire on January 17, 2027. The other board members and the employees of Sun Valley PSD sincerely wish that the Commission will reinstate Mr. Thompson to his position as board member. Mr. Thompson has been a great asset to the Sun Valley PSD and it has been a privilege to have such a person on our team. With Mr. Thompson's candor and level of commitment there is no task this PSD cannot accomplish. Mr. Thompson reflects great credit upon himself, the PSD, and certainly our community.

Again, thank you for your willingness to consider reappointing Mr. Thompson to participate in the leadership of the Sun Valley PSD.

Sincerely,

Kevin C. Short, General Manager

Richard G. Dale, Chairman

Sandra J. Patterson, Secretary

This is an Equal Opportunity Program. Discrimination is prohibited by Federal Law. Complaints of discrimination may be filed with the US Department of Agriculture, Office of the Assistant Secretary, 1400 Independence Avenue, SW, Washington, DC 20250-9410. (866) 632-2992

A RESOLUTION AUTHORIZING THE APPLICATION FOR FUNDS FROM RACHAEL RAY NO-KILL EXCELLENCE GRANT ADOPTING ALL SPECIAL CONDITIONS AND ASSURANCES CONTAINED IN SAID GRANT; APPOINTING THE PRESIDENT OF THE HARRISON COUNTY COMMISSION TO ADMINISTER SAID GRANT

WHEREAS, the Harrison County Commission wishes to participate by applying for the Rachael Ray No-Kill Excellence Grant on behalf of the Harrison County Animal Control, and

WHEREAS, if awarded, the Harrison County Animal Control, will have the ability to sustain no-kill shelter status, and

WHEREAS, by the terms and provisions of said program, it is necessary for the Harrison County Commission to adopt an official resolution authorizing and directing the filing of an application for participation in the Rachael Ray No-Kill Excellence Grant, and

WHEREAS, the Harrison County Commission is also required to adopt by official resolution all special conditions and assurances contained in, and made a part of the Rachael Ray No-Kill Excellence Grant, and

WHEREAS, it is required that the Harrison County Commission appoint an official representative of the Harrison County Commission to administer said program and to provide all additional information required by the Rachael Ray No-Kill Excellence Grant, and

WHEREAS, it is required that the Harrison County Commission commits sufficient work force to operate and manage all equipment and other items requested.

NOW, THEREFORE, BE IT RESOLVED, by the Harrison County Commission that:

1. The Harrison County Commission authorizes the filing of the Harrison County application for funding from Rachael Ray No-Kill Excellence Grant not to exceed Fifty Thousand Dollars ($50,000) with the proper official and said application shall be in proper form and comply with all federal, state, and local laws.

2. The Harrison County Commission considers and adopts that certain document entitled *"Special Conditions and Assurances"* as contained in said application and made a part of said Resolution as if set forth herein.

3. The Harrison County Commission hereby appoints the President of the Harrison County Commission to serve as the official representative of the Harrison County Commission in administering said Grant, including providing necessary additional information to the Rachael Ray Foundation.

4. The Harrison County Commission hereby commits sufficient work force to operate and manage all equipment and other items.

PASSED by the Harrison County Commission on this the 18th day of November 2026.

_____

Susan J. Thomas, President
Harrison County Commission

ATTEST:

_____

John Spires, County Clerk

A-1

United States of America

State of West Virginia **County of Harrison, ss:**

Clerk's Fiduciary Report

Estate from Wednesday, October 28, 2026, through Tuesday, November 3, 2026

The County Commission of Harrison County this day proceeded to examine the report of the Clerk of the Commission of the Fiduciary and Probate matters had before his during the vacation of the Commission, and it appearing to the Commission that all of the proceedings had therefore ordered that the said report and matters thereto contained be and the same is hereby ratified and confirmed. Said report is in words and figures as follows, to-wit:

On, Thursday, October 29, 2026, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **BRADLEY MAX HINERMAN**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

ROBERT BRUCE HINERMAN, who was named in the last will and testament of **BRADLEY MAX HINERMAN**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

A duly certified copy of the last will and testament of **ROBERTA M GREEN**, deceased, a late resident of LEWIS, WEST VIRGINIA, was admitted to record.

A duly copy of the last will and testament of **W B RICHARDSON JR**, deceased, a late resident of WOOD, WEST VIRGINIA, was admitted to record.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **LORENDA GLOVER** was appointed and qualified as ADMINISTRATOR of the estate of **JOHN RICHARD CARLUCCI JR**, deceased. No bond was required.

On, Friday, October 30, 2026, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **MARY KATHLEEN ROTH**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

DANNY FARNSWORTH, who was named in the last will and testament of **MARY KATHLEEN ROTH**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

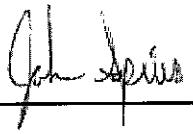
A duly exemplified copy of the last will and testament of **STEPHEN U WINING**, deceased, a late resident of PALM BEACH, FLORIDA, was admitted to record.

On, Monday, November 2, 2026, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **GEORGE A DAVIS**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

KAREN DIANE DAVIS, who was named in the last will and testament of **GEORGE A DAVIS**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **DAVID W BOLYARD JR** was appointed and qualified as ADMINISTRATOR of the estate of **ASHLEY DENISE WILLIAMS**, deceased. Bond was 80,000.00.



John R Spires
Clerk of the Harrison County Commission

Wednesday, November 18, 2026

Confirmed

Estate: 13999

C-1

Sun Valley Public Service District

Regular Board Meeting

Monday, October 12, 2026

With due notice published and a quorum present, Chairman Dale called the meeting to order: ROLL CALL

Present	Employees	Also Present
Gregg Dale	Kevin Short	Zack Dobbins
Connor Thompson		Cody Turner
Sandra Patterson		

1. **Approval of Minutes**
   Sandra Patterson made a motion to approve the minutes from the Regular Board meeting on Monday, September 14, 2026, as read. Connor Thompson seconded the motion. All in favor, none opposed and none abstained.

2. **CWCR**
   Kevin provided the Board with the CWCR (Cash Working Capital Reserve) Document showing any deposits and/or disbursements for water and sewer through today and discussed. After discussion, **Sandra Patterson made a motion to approve the current CWCR Document as provided. Connor Thompson seconded the motion. All in favor, none opposed and none abstained.**

3. **Signing of Checks**
   Sandra Patterson made a motion to approve the Check Signed Document dated 9/15/26 through 10/12/26. Connor Thompson seconded the motion. All in favor, none opposed and
   none abstained.

4. **Thrasher Engineering Progress Report**

   Phase IIIA
   Cody Turner informed the Board that Phase IIIA is closed out.

   Phase IIIB
   Zack Dobbins informed the Board that he had the 21st Payment Request for the Phase IIIB Sewer Collection System Upgrade Project. After discussion, **Sandra Patterson made a motion to approve Resolution #21 for the Phase IIIB Sewer Collection System Upgrades Project, with $11,520.00 going to Trombold Equipment, with $7,944.09 going to Jarco Enterprises, LLC and $2,160.27 going to Cleveland Brothers Equipment Company., Inc, for a grand total of $21,624.36, to be submitted to DEP Clean Water State Revolving Fund (SRF) Loan and Debt Forgiveness, WV Infrastructure Jobs and Development Council (IJDC) Grant, Economic Enhancement Grant (EEG), and Harrison County Commission (ARPA). Connor Thompson seconded the motion. All in favor, none opposed and none abstained.**

   Kevin provided the Board with a copy of the Property Damage Reimbursement and Release

from Pro Contracting, Inc., for Phase IIIB and Indian Run Projects. The following is the payments and list of properties that Pro Contracting covered; Check #012208 in the amount of $17,485.00; Check #012209 in the amount of $870.95 and the list of properties covered are, Alexis Lindsay-1452 Davisson Run Road, Aaron Swann-42 Fletcher Heights Road, Gerald Randolph-296 Fletcher Heights Road, Diana March-223 Old Davisson Run Road and Vicki L. Kiner-2958 Indian Run Road. Kevin said that we have a check sitting in the safe for $2,125.68 that is yet to be worked out because Brian Reger feels that Pro Contracting is not at fault. Kevin said he needs a motion made releasing Pro Contracting/Brian Reger for the problems stated above. After much discussion,

Connor Thompson made a motion to accept the proposal from Pro Contracting, Inc. to release them from any cost concerning the four property owners on Phase IIIB and one property owner on Indian Run Project as follows; Alexis Lindsey, Aaron Swann, Gerald Randolph and Diana Marsh for Phase IIIB and Vicki L. Kiner for Indian Run Project. Sandra Patterson seconded the motion. All in favor, none opposed and none abstained.

Cody said they had the final inspection for Phase IIIB with the DEP a couple weeks ago. The DEP seemed to be okay with everything. They did discuss the remaining funds on what they can use the money for and what they can't use it for. The DEP seemed to be in line with everything that we wanted to use the remaining funds for within the system. Cody said there are four remaining items that he and Kevin need to talk to the Contractor about, but they have already agreed to take care of them. Cody and Kevin and the Board continued discussion on these four items in detail.

5. **Budget Revision**

Sandra Patterson made a motion to approve the Budget Revision for the Harrison County ARPA to move $21,624.36 from sights and Land to Equipment and Land items. Connor Thompson seconded the motion. All in favor, none opposed and none abstained.

6. **Audit Review and Score Sheet**

Zack Dobbins said there needs to be a motion made to have the Board and the General Manager as the Audit Committee.

Connor Thompson made a motion to have the Board and the General Manager as the Audit Committee. Sandra Patterson seconded the motion. All in favor, none opposed and none abstained.

After the Board Members scored the sheets at hand, they selected BHM CPA Group, Inc. as the 2026, 2027, and 2028 Auditors.

Connor Thompson made a motion to accept BHM CPA Group, Inc. to do our Annual Audit for the next 3 years, 2026, 2027, and 2028, with each year costing $21,400.00. Sandra Patterson seconded the motion. All in favor, none opposed and none abstained.

7. **Manager's Report**

A. Kevin provided the Board with copies of the Delinquency report for water and sewer showing the total amounts still past due before disconnects were mailed and charges were created on September 24, 2026 and discussed.

B. Kevin provided the Board with copies of the Water and Sewer Bond Payment Schedule and

advised the Board that all of the Bond payments are paid to date.

C. Kevin provided the Board with a copy of the Water and Sewer spreadsheets that show the total amount billed compared to the total amount purchased for the month of September, 2026. Kevin and the Board discussed this in detail.

D. Kevin provided the Board with a copy of the Vendor Invoice Report dated 09/30/26 for Sun Valley PSD Water & Sewer and discussed.

E. Kevin provided the Board with a copy of the Water Loss Report for July 2026 through June 2027. Kevin informed the Board that we had a Water Loss of 38.00% for the month of September 2026. He said we had an adjusted Water Loss of 32.76% for FY 2026-2027. Kevin and the Board discussed this in detail.

F. Kevin informed the Board that the Waterline Extension for Robbie Swiger on Brandywine Road had an original cost estimate of $8,191.61 with the Customer's portion being $5,803.61 and our portion being $2,388.00. The total cost of the extension ended up being $8,502.74 making it over by $311.13. Kevin explained the reason for going over the original estimate and recommended we write-off the $311.13 instead of requesting the customer to pay more. After discussion, **Connor Thompson made a motion to write off $311.13 on the Robbie Swiger's Water Line Extension on Brandywine Road. Sandra Patterson seconded the motion. All in favor, none opposed and none abstained.**

G. Kevin informed the Board that Asphalt Kings prepared a Project Summary for 20 tons of hot mix asphalt base and 23 tons of hot mix asphalt wearing with the cost being $11.075.97. Kevin and the Board discussed in detail.

8. <u>Next Board Meeting</u>

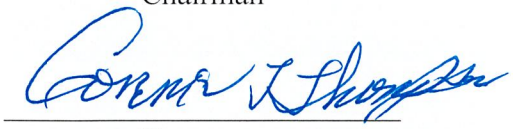
Sandra Patterson announced the next Board Meeting will be November 9, 2026 at 2:30 pm.

9. <u>Adjournment</u>

There being no further business, **Sandra Patterson made a motion to adjourn the meeting. Connor Thompson seconded the motion. All in favor, none opposed and none abstained.**



Chairman



Treasurer



Secretary

aja

C-2

V E N D O R I N V O I C E R E P O R T

** OPEN INVOICES ** DUE DATE: 10/31/26 ** BANK:ALL **

** BEGINNING DATE: 1/01/62 - ENDING DATE: 10/31/26 **

** PAY-TO VENDOR **

ALL FUNDS

	ACCOUNT #	TITLE	QUAN	AMOUNTS	QUAN	BALANCES
B	80 311 000 00	STRUCTURES & IMPROVMENTS	2	2,119.64	2	2,119.64
B	80 651 000 00	MAINTENANCE OF MAINS	1	640.13	1	640.13
B	80 651 100 00	MAINTENANCE OF MAINS	6	1,351.16	6	1,351.16
B	80 663 000 00	METER EXPENSES	1	685.07	1	685.07
B	80 923 400 00	OUTSIDE SERVICES-ACCOUNTING	6	14,831.65	6	14,831.65
	FUND# 80	WATER FUND	16	19,627.65	16	19,627.65
B	81 312 100 00	COLLECTING SYSTEM STR. & IMPRO	2	1,413.10	2	1,413.10
B	81 320 000 00	SERVICE CONNECTIONS	3	811.63	3	811.63
B	81 725 000 00	PUMPING MAINTENANCE	2	4,696.89	2	4,696.89
B	81 795 100 00	OUTSIDE SERVICES-ACCOUNTING	26	35,462.14	26	35,462.14
	FUND# 81	SEWER FUND	33	42,383.76	33	42,383.76
		ALL FUNDS	49	62,011.41	49	62,011.41

C-3

Enlarged Hepzibah Public Service District
Regular Board Meeting

Monday
November 9, 2026
4:30 PM

AGENDA

1. Call meeting to order
2. Reading of the Minutes and Approval of Check Signing Document
3. Manager's Report
4. Old Business
5. New Business
6. Public Comments
7. Adjournment

THIS MEETING WILL BE HELD AT SUN VALLEY PUBLIC SERVICE DISTRICT'S OFFICE, LOCATED AT 18 SABLE CIRCLE, REYNOLDSVILLE, WV 26422

C-4

Sun Valley Public Service District
Regular Board Meeting

Monday
November 9, 2026
2:30 PM

AGENDA

1. Call meeting to order

2. Reading of the Minutes, Approval of Check Signing Document and CWCR Document

3. Manager's Report

4. Old Business

5. New Business
   A. Review & Approve 22nd Payment Request for Phase III-B Sewer Collection System Upgrades Project
   B. Review & Approve 6th Payment Request for Indian Run Water Project

6. Public Comments

7. Adjournment

GHCPSD - WATER DIVISION
INCOME STATEMENT
FOR THE PERIOD
10/01/2026 - 10/31/2026

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	273,109.69	273,922.25	(812.56)	95.95%
COONS RUN O&M AGREEMENT	5,682.32	5,076.75	605.57	2.00%
FACILITIES CHARGE	-	-	-	0.00%
INTEREST INCOME	3,305.41	1,402.92	1,902.49	1.16%
MISCELLANEOUS/RECONNECT FEES	25.77	181.83	(156.06)	0.01%
QUIET DELL LEASE	1,500.00	500.00	1,000.00	0.53%
TAP FEES	1,000.00	437.50	562.50	0.35%
UNUSUAL CHARGE	-	-	-	0.00%
TOTAL INCOME	284,623.19	281,521.25	3,101.94	
EXPENSES				
ACCT, BILLING, & COLLECTING	6,319.02	7,309.67	(990.65)	2.12%
BRIDGEPORT SANITARY BOARD		-	-	0.00%
TOWN OF WORTHINGTON	-	-	-	0.00%
CHEMICALS	380.00	356.25	23.75	0.13%
CLARKSBURG SANITARY BOARD	-	-	-	0.00%
DEBT SERVICE	65,035.04	66,473.58	(1,438.54)	21.83%
DIRECTORS FEES	522.79	483.92	38.87	0.18%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	11,614.21	12,311.50	(697.29)	3.90%
LAB SERVICE	207.00	1,326.17	(1,119.17)	0.07%
LABOR	39,251.19	37,114.42	2,136.77	13.17%
MAINTENANCE	16,711.09	17,174.25	(463.16)	5.61%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	-	127.83	(127.83)	0.00%
OUTSIDE SERVICES/CONTRACT LABOR	6,385.35	6,556.08	(170.73)	2.14%
POWER PURCHASED	3,779.07	4,083.92	(304.85)	1.27%
PROPERTY/LIABILITY & INJURIES INSURANCE	257.21	2,468.25	(2,211.04)	0.09%
REGULATORY COMMISSION	-	744.17	(744.17)	0.00%
RENEWAL & REPLACEMENT	36,389.98	6,961.08	29,428.90	12.21%
RENT EXPENSE	2,500.00	2,500.00	-	0.84%
TAXES	3,395.23	3,111.08	284.15	1.14%
TRANSPORTATION	1,460.06	2,691.17	(1,231.11)	0.49%
UTILITIES	642.39	1,019.58	(377.19)	0.22%
WATER PURCHASED	103,094.20	97,045.50	6,048.70	34.60%
TOTAL EXPENSES	297,943.83	269,858.42	28,085.41	
NET SURPLUS (DEFICIT)	(13,320.64)	11,662.83	(24,983.47)	

GHCPSD - SEWER DIVISION
INCOME STATEMENT
FOR THE PERIOD
10/01/2026 - 10/31/2026

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	345,569.76	268,389.75	77,180.01	94.24%
COONS RUN O&M AGREEMENT	-	-	-	0.00%
FACILITIES CHARGE	2,500.00	2,500.00	-	0.68%
INTEREST INCOME	6,522.34	5,598.25	924.09	1.78%
MISCELLANEOUS/RECONNECT FEES	-	526.08	(526.08)	0.00%
QUIET DELL LEASE	-	-	-	0.00%
TAP FEES	-	200.00	(200.00)	0.00%
UNUSUAL CHARGE	12,107.02	10,432.83	1,674.19	3.30%
TOTAL INCOME	366,699.12	287,646.92	79,052.20	
EXPENSES				
ACCT, BILLING, & COLLECTING	1,809.82	2,103.50	(293.68)	0.62%
BRIDGEPORT SANITARY BOARD	9,826.88	6,808.75	3,018.13	3.37%
TOWN OF WORTHINGTON	4,122.50	3,446.00	676.50	1.41%
CHEMICALS	-	-	-	0.00%
CLARKSBURG SANITARY BOARD	3,058.28	2,625.92	432.36	1.05%
DEBT SERVICE	132,736.10	133,165.83	(429.73)	45.54%
DIRECTORS FEES	477.21	441.08	36.13	0.16%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	9,179.25	9,989.50	(810.25)	3.15%
LAB SERVICE	440.00	993.25	(553.25)	0.15%
LABOR	27,961.06	28,558.58	(597.52)	9.59%
MAINTENANCE	27,640.83	30,608.50	(2,967.67)	9.48%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	1,197.54	1,746.25	(548.71)	0.41%
OUTSIDE SERVICES/CONTRACT LABOR	13,724.98	14,287.92	(562.94)	4.71%
POWER PURCHASED	16,262.01	16,196.42	65.59	5.58%
PROPERTY/LIABILITY & INJURIES INSURANCE	484.79	2,275.92	(1,791.13)	0.17%
REGULATORY COMMISSION	150.00	824.92	(674.92)	0.05%
RENEWAL & REPLACEMENT	39,741.28	12,745.42	26,995.86	13.64%
RENT EXPENSE	-	-	-	0.00%
TAXES	1,747.71	1,988.58	(240.87)	0.60%
TRANSPORTATION	(596.69)	2,330.58	(2,927.27)	-0.20%
UTILITIES	1,486.74	1,604.00	(117.26)	0.51%
WATER PURCHASED	-	-	-	0.00%
TOTAL EXPENSES	291,450.29	272,740.92	18,709.37	
NET SURPLUS (DEFICIT)	75,248.83	14,906.00	60,342.83	

GHCPSD - COMBINED
INCOME STATEMENT
FOR THE PERIOD
10/01/2026 - 10/31/2026

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	618,679.45	542,312.00	76,367.45	94.99%
COONS RUN O&M AGREEMENT	5,682.32	5,076.75	605.57	0.87%
FACILITIES CHARGE	2,500.00	2,500.00	-	0.38%
INTEREST INCOME	9,827.75	7,001.17	2,826.58	1.51%
MISCELLANEOUS/RECONNECT FEES	25.77	707.92	(682.15)	0.00%
QUIET DELL LEASE	1,500.00	500.00	1,000.00	0.23%
TAP FEES	1,000.00	637.50	362.50	0.15%
UNUSUAL CHARGE	12,107.02	10,432.83	1,674.19	1.86%
TOTAL INCOME	651,322.31	569,168.17	82,154.14	
EXPENSES				
ACCT, BILLING, & COLLECTING	8,128.84	9,413.17	(1,284.33)	1.38%
BRIDGEPORT SANITARY BOARD	9,826.88	6,808.75	3,018.13	1.67%
TOWN OF WORTHINGTON	4,122.50	3,446.00	676.50	0.70%
CHEMICALS	380.00	356.25	23.75	0.06%
CLARKSBURG SANITARY BOARD	3,058.28	2,625.92	432.36	0.52%
DEBT SERVICE	197,771.14	199,639.42	(1,868.28)	33.55%
DIRECTORS FEES	1,000.00	925.00	75.00	0.17%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	20,793.46	22,301.00	(1,507.54)	3.53%
LAB SERVICE	647.00	2,319.42	(1,672.42)	0.11%
LABOR	67,212.25	65,673.00	1,539.25	11.40%
MAINTENANCE	44,351.92	47,782.75	(3,430.83)	7.53%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	1,197.54	1,874.08	(676.54)	0.20%
OUTSIDE SERVICES/CONTRACT LABOR	20,110.33	20,844.00	(733.67)	3.41%
POWER PURCHASED	20,041.08	20,280.33	(239.25)	3.40%
PROPERTY/LIABILITY & INJURIES INSURANCE	742.00	4,744.17	(4,002.17)	0.13%
REGULATORY COMMISSION	150.00	1,569.08	(1,419.08)	0.03%
RENEWAL & REPLACEMENT	76,131.26	19,706.50	56,424.76	12.92%
RENT EXPENSE	2,500.00	2,500.00	-	0.42%
TAXES	5,142.94	5,099.67	43.27	0.87%
TRANSPORTATION	863.37	5,021.75	(4,158.38)	0.15%
UTILITIES	2,129.13	2,623.58	(494.45)	0.36%
WATER PURCHASED	103,094.20	97,045.50	6,048.70	17.49%
TOTAL EXPENSES	589,394.12	542,599.33	46,794.79	
NET SURPLUS (DEFICIT)	61,928.19	26,568.83	35,359.36	

GHCPSD - WATER DIVISION
INCOME STATEMENT
FOR THE PERIOD
07/01/2026-10/31/2026

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	1,112,405.04	1,095,689.00	16,716.04	96.96%
COONS RUN O&M AGREEMENT	20,543.22	20,307.00	236.22	1.79%
FACILITIES CHARGE	-	-	-	0.00%
INTEREST INCOME	6,954.39	5,611.67	1,342.72	0.61%
MISCELLANEOUS/RECONNECT FEES	87.15	727.33	(640.18)	0.01%
QUIET DELL LEASE	1,500.00	2,000.00	(500.00)	0.13%
TAP FEES	5,800.00	1,750.00	4,050.00	0.51%
UNUSUAL CHARGE	-	-	-	0.00%
TOTAL INCOME	1,147,289.80	1,126,085.00	21,204.80	100.00%
EXPENSES				
ACCT, BILLING, & COLLECTING	25,110.94	29,238.67	(4,127.73)	2.10%
BRIDGEPORT SANITARY BOARD	-	-	-	0.00%
TOWN OF WORTHINGTON	-	-	-	0.00%
CHEMICALS	1,745.00	1,425.00	320.00	0.15%
CLARKSBURG SANITARY BOARD	-	-	-	0.00%
DEBT SERVICE	260,140.16	265,894.33	(5,754.17)	21.74%
DIRECTORS FEES	1,776.55	1,935.67	(159.12)	0.15%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	52,883.92	49,246.00	3,637.92	4.42%
LAB SERVICE	5,363.00	5,304.67	58.33	0.45%
LABOR	176,013.06	148,457.67	27,555.39	14.71%
MAINTENANCE	91,462.83	68,697.00	22,765.83	7.64%
MISCELLANEOUS EXPENSE	-	-	-	0.00%
OFFICE SUPPLIES & EXPENSE	668.10	511.33	156.77	0.06%
OUTSIDE SERVICES/CONTRACT LABOR	26,198.35	26,224.33	(25.98)	2.19%
POWER PURCHASED	14,382.96	16,335.67	(1,952.71)	1.20%
PROPERTY/LIABILITY & INJURIES INSURANCE	7,935.04	9,873.00	(1,937.96)	0.66%
REGULATORY COMMISSION	9,734.38	2,976.67	6,757.71	0.81%
RENEWAL & REPLACEMENT	83,080.98	27,844.33	55,236.65	6.94%
RENT EXPENSE	10,000.00	10,000.00	-	0.84%
TAXES	15,225.13	12,444.33	2,780.80	1.27%
TRANSPORTATION	16,872.98	10,764.67	6,108.31	1.41%
UTILITIES	2,677.25	4,078.33	(1,401.08)	0.22%
WATER PURCHASED	395,112.18	388,182.00	6,930.18	33.03%
TOTAL EXPENSES	1,196,382.81	1,079,433.67	116,949.14	100.00%
NET SURPLUS (DEFICIT)	(49,093.01)	46,651.33	(95,744.34)	

GHCPSD - SEWER DIVISION
INCOME STATEMENT
FOR THE PERIOD
07/01/26-10/31/2026

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	1,185,326.80	1,073,559.00	111,767.80	93.14%
COONS RUN O&M AGREEMENT	-	-	-	0.00%
FACILITIES CHARGE	10,000.00	10,000.00	-	0.79%
INTEREST INCOME	21,059.24	22,393.00	(1,333.76)	1.65%
MISCELLANEOUS/RECONNECT FEES	228.20	2,104.33	(1,876.13)	0.02%
QUIET DELL LEASE	-	-	-	0.00%
TAP FEES	1,850.00	800.00	1,050.00	0.15%
UNUSUAL CHARGE	54,177.78	41,731.33	12,446.45	4.26%
TOTAL INCOME	1,272,642.02	1,150,587.67	122,054.35	100.00%
EXPENSES				
ACCT, BILLING, & COLLECTING	7,719.12	8,414.00	(694.88)	0.65%
BRIDGEPORT SANITARY BOARD	27,993.50	27,235.00	758.50	2.36%
TOWN OF WORTHINGTON	18,058.91	13,784.00	4,274.91	1.52%
CHEMICALS	-	-	-	0.00%
CLARKSBURG SANITARY BOARD	12,160.46	10,503.67	1,656.79	1.03%
DEBT SERVICE	530,944.40	532,663.33	(1,718.93)	44.76%
DIRECTORS FEES	1,623.45	1,764.33	(140.88)	0.14%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	40,795.10	39,958.00	837.10	3.44%
LAB SERVICE	3,870.00	3,973.00	(103.00)	0.33%
LABOR	118,777.03	114,234.33	4,542.70	10.01%
MAINTENANCE	116,836.29	122,434.00	(5,597.71)	9.85%
MISCELLANEOUS EXPENSE	24.60	-	24.60	0.00%
OFFICE SUPPLIES & EXPENSE	5,690.13	6,985.00	(1,294.87)	0.48%
OUTSIDE SERVICES/CONTRACT LABOR	58,514.92	57,151.67	1,363.25	4.93%
POWER PURCHASED	79,763.22	64,785.67	14,977.55	6.72%
PROPERTY/LIABILITY & INJURIES INSURANCE	7,513.21	9,103.67	(1,590.46)	0.63%
REGULATORY COMMISSION	9,492.66	3,299.67	6,192.99	0.80%
RENEWAL & REPLACEMENT	120,485.28	50,981.67	69,503.61	10.16%
RENT EXPENSE	-	-	-	0.00%
TAXES	7,253.71	7,954.33	(700.62)	0.61%
TRANSPORTATION	13,594.33	9,322.33	4,272.00	1.15%
UTILITIES	4,964.45	6,416.00	(1,451.55)	0.42%
WATER PURCHASED	-	-	-	0.00%
TOTAL EXPENSES	1,186,074.77	1,090,963.67	95,111.10	100.00%
NET SURPLUS (DEFICIT)	86,567.25	59,624.00	26,943.25	

GHCPSD - COMBINED
INCOME STATEMENT
FOR THE PERIOD
07/01/2026 -10/31/2026

	ACTUAL	BUDGET	VARIANCE	% OF TOTAL
INCOME				
DOMESTIC SERVICE/LATE CHGS	2,297,731.84	2,169,248.00	128,483.84	94.95%
COONS RUN O&M AGREEMENT	20,543.22	20,307.00	236.22	0.85%
FACILITIES CHARGE	10,000.00	10,000.00	-	0.41%
INTEREST INCOME	28,013.63	28,004.67	8.96	1.16%
MISCELLANEOUS/RECONNECT FEES	315.35	2,831.67	(2,516.32)	0.01%
QUIET DELL LEASE	1,500.00	2,000.00	(500.00)	0.06%
TAP FEES	7,650.00	2,550.00	5,100.00	0.32%
UNUSUAL CHARGE	54,177.78	41,731.33	12,446.45	2.24%
TOTAL INCOME	2,419,931.82	2,276,672.67	143,259.15	100.00%
EXPENSES				
ACCT, BILLING, & COLLECTING	32,830.06	37,652.67	(4,822.61)	1.38%
BRIDGEPORT SANITARY BOARD	27,993.50	27,235.00	758.50	1.17%
TOWN OF WORTHINGTON	18,058.91	13,784.00	4,274.91	0.76%
CHEMICALS	1,745.00	1,425.00	320.00	0.07%
CLARKSBURG SANITARY BOARD	12,160.46	10,503.67	1,656.79	0.51%
DEBT SERVICE	791,084.56	798,557.67	(7,473.11)	33.20%
DIRECTORS FEES	3,400.00	3,700.00	(300.00)	0.14%
EMP. BEN./GROUP INSURANCE/PENSION COSTS	93,679.02	89,204.00	4,475.02	3.93%
LAB SERVICE	9,233.00	9,277.67	(44.67)	0.39%
LABOR	294,790.09	262,692.00	32,098.09	12.37%
MAINTENANCE	208,299.12	191,131.00	17,168.12	8.74%
MISCELLANEOUS EXPENSE	24.60	-	24.60	0.00%
OFFICE SUPPLIES & EXPENSE	6,358.23	7,496.33	(1,138.10)	0.27%
OUTSIDE SERVICES/CONTRACT LABOR	84,713.27	83,376.00	1,337.27	3.56%
POWER PURCHASED	94,146.18	81,121.33	13,024.85	3.95%
PROPERTY/LIABILITY & INJURIES INSURANCE	15,448.25	18,976.67	(3,528.42)	0.65%
REGULATORY COMMISSION	19,227.04	6,276.33	12,950.71	0.81%
RENEWAL & REPLACEMENT	203,566.26	78,826.00	124,740.26	8.54%
RENT EXPENSE	10,000.00	10,000.00	-	0.42%
TAXES	22,478.84	20,398.67	2,080.17	0.94%
TRANSPORTATION	30,467.31	20,087.00	10,380.31	1.28%
UTILITIES	7,641.70	10,494.33	(2,852.63)	0.32%
WATER PURCHASED	395,112.18	388,182.00	6,930.18	16.58%
TOTAL EXPENSES	2,382,457.58	2,170,397.33	212,060.25	100.00%
NET SURPLUS (DEFICIT)	37,474.24	106,275.33	(68,801.09)	

GREATER HARRISON COUNTY PSD - WATER
Statement of Cash Flows
October 2026

OPERATING ACTIVITIES		
Net Income (Loss)	$	(13,320.64)
Adjustments to reconcile Net Income to net cash provided by operations:		
Accounts Receivable	$	(1,018.54)
Accounts Payable	$	9,365.25
Customer Deposits	$	2,107.17
Due (From) To Sewer Fund	$	21,510.39
Net cash provided by Operating Activities	$	18,643.63
INVESTING ACTIVITIES		
Fixed Assets Projects	$	(217,052.52)
Interest Income	$	-
Net cash provided by Investing Activities	$	(217,052.52)
FINANCING ACTIVITIES		
5.5 Agreement	$	-
Grants/Loans	$	217,052.52
Net cash provided by Financing Activities	$	217,052.52
Net cash increase (decrease)for period	$	18,643.63
Cash at beginning of period	$	1,763,499.52
Cash at end of period	**$**	**1,782,143.15**
Unrestricted Cash	$	767,659.21
Restricted Cash		
Depreciation Reserve	$	242,398.63
Bond Commission Sweep	$	26,503.00
Construction	$	233.26
ARPA	$	100.00
SB 234	$	100,300.00
Customer Deposits	$	43,236.02
CD-Customer Deposits	$	69,297.90
CD-Depreciation Reserve	$	290,190.11
CD-SB 234	$	242,225.02
Total Restricted Cash	$	1,014,483.94
Total Unrestricted & Restricted Cash	**$**	**1,782,143.15**
	$	-

GREATER HARRISON COUNTY PSD - SEWER
Statement of Cash Flows
October 2026

OPERATING ACTIVITIES		
Net Income (Loss)	$	75,248.83
Adjustments to reconcile Net Income to net cash provided by operations:		
Accounts Payable	$	(23,111.62)
Customer Deposits	$	3,243.30
Payroll Liabilities	$	(1,704.53)
Due (From) To Water Fund	$	(21,510.39)
Net cash provided by Operating Activities	$	32,165.59
INVESTING ACTIVITIES		
Interest Income	$	-
Fixed Assets	$	(305,785.20)
Net cash provided by Investing Activities	$	(305,785.20)
FINANCING ACTIVITIES		
5.5 Agreements	$	-
Loan Payment	$	(848.89)
Draw on Bond & Grants	$	305,785.20
Net cash provided by Financing Activities	$	304,936.31
Net cash increase (decrease) for period	$	31,316.70
Cash at beginning of period	$	2,980,389.36
Cash at end of period	**$**	**3,011,706.06**
Unrestricted Cash	$	842,714.90
Restricted Cash		
Construction Account	$	1,846.60
Depreciation Reserve	$	724,644.74
Rural Development Reserve	$	-
Bond Commission Sweep	$	74,425.13
ARPA	$	100.00
SB 234	$	121,000.00
Customer Deposits	$	161,596.24
CD-Customer Deposits	$	115,416.45
CD-Depreciation Reserve	$	698,495.17
CD-Rural Development Reserve	$	29,290.66
CD-SB 234	$	242,176.17
Total Restricted Cash	$	2,168,991.16
Total Unrestricted & Restricted Cash	**$**	**3,011,706.06**
	$	-

C-6

GREATER HARRISON COUNTY P.S.D.

"Meeting held in Town of West Milford Council Chambers"

Agenda
November 19, 2026
9:00 am

Appointments
9:00 am – Call to order

ACTION ITEMS

1. Approve/Edit Previous Minutes
2. Public Comment Period
3. P&B Services, LLC
   - 3.1 Package Plant Report
4. Bennett and Dobbins, PLLC
   - 4.1 Drawdowns – Review, discuss and act.
5. Ruth Ann Messenger – Treasurer – Review, discuss and act
   - 5.1 Sewer Check Register and debit card transactions
   - 5.2 Water Check Register
6. The Thrasher Group, Inc.
   - 6.1 Sewer
     - 6.1.a. Quiet Dell – Review, discuss and act
       - Construction Update
       - Amendment #2 – Engineering Agreement
     - 6.1.b. Woodstock Heights Sanitary Sewer Extension Project- Review, discuss and act
       - Closeout
     - 6.1.c. River Crossings – Review, discuss and act
       - Design Update
     - 6.1.d. 10-year Plan – Review, discuss and act
       - 2026 Review – Annual Review
   - 6.2 Water
     - 6.2.a. Overall Water Project – Review, discuss and act
       - Construction Update
     - 6.2.b. Buffalo Lake Road Water Line Extension
       - Planning Update
     - 6.2.c. 10-year Plan – Review, discuss and act
       - 2026 Review – Annual Review
7. Matt Evans – Assistant General Manager
   - 7.1 Water
     - 7.1.a. Water Loss Report
     - 7.1.b. Water Leak Report
     - 7.1.c. General Updates

7.2 Sewer

7.2.a. General Updates

7.3 Good of the District

7.3.a. Add Matt Evans on signature card for signing of checks - Review, discuss and act

8. Sam Harrold – Mountain State Law

8.1 Available for general consult

9. Executive Session

Adjournment of meeting

"THIS IS AN EQUAL OPPORTUNITY PROGRAM. DISCRIMINATION IS PROHIBITED BY FEDERAL LAW." TO FILE A COMPLAINT OF DISCRIMINATION, WRITE USDA, DIRECTOR OFFICE OF CIVIL RIGHTS, 1400 INDEPENDENCE AVE., S.W., WASHINGTON, DC 20250-9410 OR CALL (800)795-3272(VOICE) OR (202)720-6382 (TDD).