

## **SUPPLEMENTAL PARAMETERS RESOLUTION OF WHEELING MUNICIPAL BUILDING COMMISSION**

**WHEREAS**, the Wheeling Municipal Building Commission (the “Building Commission”) has, by a Bond Authorizing Ordinance, enacted on April 5, 2022, following a public hearing thereon (the “Ordinance”), authorized the issuance of not to exceed \$9,000,000 in aggregate principal amount of the Wheeling Municipal Building Commission Lease Revenue Bonds, Series 2022 A (Fire Department Headquarters) (the “Series 2022 A Bonds”) for the purposes of (i) financing all or a portion of the costs of the design, acquisition, construction, improvement, furnishing and equipping of the real estate and improvements thereon, located East of Wood Street, between 17<sup>th</sup> Street and Lane 15, Wheeling West Virginia 26003, (the foregoing real estate together with the improvements thereon, including without limitation any renovations, improvements, furnishings or equipment resulting from the Project, as hereinafter defined, and together with all easements and rights of way in connection therewith are referred to herein as the “Property”) in accordance with the plans and specifications prepared by M&G Architects and Engineers, a copy of which is on file with the City (the “Project”), to be used by The City of Wheeling (the “City”); and (ii) paying costs of issuing the Series 2022 A Bonds and related costs;

**WHEREAS**, the principal of and the premium, if any, and interest on the Series 2022 A Bonds and all other payments provided for in a Bond Indenture and Security Agreement to be dated as of May 18, 2022, but effective as of May 19, 2022 (the “Indenture”), between the Building Commission and Wesbanco Bank, Inc., as trustee (the “Trustee”), will be secured by a pledge of a first lien on Rentals (as defined in the Lease, which is defined herein), except for the Unassigned Issuer’s Rights (as defined in the Lease), to be paid to the Building Commission pursuant to the Lease, the Indenture, an Assignment of Leases to be executed by the Building Commission in favor of the Trustee (the “Assignment of Leases”), and a Credit Line Deed of Trust, Fixture Filing and Security Agreement (herein referred to as the “Deed of Trust”), to be dated on or prior to the date of Closing, to be executed and delivered by the Building Commission and the City as grantors, to the trustees named therein for the benefit and security of the Trustee under the Indenture, granting a first priority lien on the Property, as further described in the Deed of Trust;

**WHEREAS**, the Ordinance authorized the leasing of the Property by the Building Commission to the City pursuant to a Lease Agreement (the “Lease”), to be dated as of or prior to the date of Closing;

**WHEREAS**, the Building Commission has determined to issue the Series 2022 A Bonds for the purposes of financing all or a portion of the costs of the Project and paying costs of issuing the Series 2022 A Bonds;

**WHEREAS**, due to a scrivener’s error, the Ordinance incorrectly referenced the location of the real property as “West” of Wood Street, between 17<sup>th</sup> Street and Lane 15, Wheeling, West Virginia 26003, when the correct location of the real property is East of Wood Street, between 17<sup>th</sup> Street and Lane 15, Wheeling, West Virginia 26003;

**WHEREAS**, the Ordinance initially contemplated that the Series 2022 A Bonds would be either privately placed with a banking institution (the “Private Placement”) or sold to an investment banker/underwriter to be marketed for sale to the public (the “Public Offering”);

**WHEREAS**, the Building Commission and the City determined it was in the best interests of the Building Commission and the City to pursue a Private Placement for the Series 2022 A Bonds with a financial institution in lieu of a Public Offering;

**WHEREAS**, on March 22, 2022, Piper Sandler & Co. (the “Piper Sandler”), as placement agent (the “Placement Agent”), submitted a Request for Indications of Interest (the “Request for Indications of Interest”) to financial institutions for the proposed purchase of the Series 2022 A Bonds;

**WHEREAS**, nine (9) separate proposals were received from financial institutions in response to the Request for Indications of Interest;

**WHEREAS**, the Building Commission and the City reviewed and considered all proposals, including the interest rates offered, the requirements of payment, the costs of issuance, and other terms;

**WHEREAS**, the Term Sheet received from Community Bank (the “Purchaser”), dated April 12, 2022 (the “Commitment Letter”), attached hereto as Exhibit A, offered a fixed interest rate of 3.31% per annum and contained other favorable terms;

**WHEREAS**, the Building Commission has determined that it is in the best interests of the Building Commission and the City that the Series 2022 A Bonds be privately placed with the Purchaser, pursuant to the terms of the Commitment Letter and a Bond Purchase Agreement (defined herein);

**WHEREAS**, the Building Commission desires to approve the forms, terms and provisions of the Indenture, the Lease, the Deed of Trust, the Tax Regulatory Agreement executed by the Building Commission and City (the “Tax Regulatory Agreement”), and the Assignment of Leases, in connection with the issuance of the Series 2022 A Bonds, as well as the final terms and provisions of the Bond Purchase Agreement relating to the Series 2022 A Bonds, and to authorize the leasing of the Property to the City pursuant to the Lease; and

**WHEREAS**, capitalized terms used herein and not defined herein shall have the meanings assigned to them in the Ordinance.

**NOW, THEREFORE, BE IT RESOLVED** by the Wheeling Municipal Building Commission, as follows:

1. The Series 2022 A Bonds shall be issued in the aggregate principal amount of \$9,000,000, or such lesser principal amount as determined by the Chairman of the Building Commission as provided in the Bond Purchase Agreement relating to the Series 2022 A Bonds (the “Bond Purchase Agreement”), by and between the Building Commission and the Purchaser, as executed by the Chairman of the Building Commission and acknowledged and agreed to by the Mayor of the City.

2. The Chairman of the Building Commission is hereby authorized and directed to execute and deliver on behalf of the Building Commission the Bond Purchase Agreement, substantially in the form presented at this meeting, with such modifications, additions, deletions and other changes thereto as may be approved by the Chairman of the Building Commission, the execution of the said Bond Purchase Agreement by said Chairman to be conclusive evidence of such approval.

3. The Series 2022 A Bonds shall be sold to the Purchaser pursuant to the terms of the Commitment Letter and the Bond Purchase Agreement for such purchase price as may be set forth in the Bond Purchase Agreement as executed by the Chairman of the Building Commission and the Series 2022 A Bonds shall be dated as of their date of delivery, or such other date as said Chairman shall approve, the execution of the Series 2022 A Bonds to be conclusive evidence of such approval, shall bear interest at such rates, shall mature on such dates and shall be subject to mandatory and optional redemption as provided in the Bond Purchase Agreement as executed by the Chairman of the Building Commission; provided that said Series 2022 A Bonds shall mature no later than thirty (30) years from the date of issuance and shall bear interest at a rate or rates not to exceed six percent (6.0%) per annum.

4. The Indenture, the Lease, the Deed of Trust, the Tax Regulatory Agreement, and the Assignment of Leases substantially in the respective forms presented at this meeting are hereby approved. The Chairman, Vice Chairman, Secretary, and other officers of the Building Commission are each hereby authorized and directed to execute and deliver, and, if applicable, to affix the seal of the Building Commission thereon, the Indenture, the Lease, the Deed of Trust, the Tax Regulatory Agreement, and the Assignment of Leases relating to the Series 2022 A Bonds, substantially in the forms thereof presented at this meeting, with such modifications, additions, deletions and other changes thereto as may be approved by the Chairman of the Building Commission, the execution of the respective documents by said Chairman to be conclusive evidence of such approval.

5. The Indenture, the Lease, the Deed of Trust, the Tax Regulatory Agreement, and the Assignment of Leases shall each be dated as of such date as the Chairman of the Building Commission shall approve.

6. The form of the Series 2022 A Bonds and other details with respect thereto shall be as set forth in the Indenture as executed by the Chairman and shall be substantially in the form of **Exhibit B** attached hereto and made a part hereof with such changes as shall be approved by the Chairman as evidenced by his execution and delivery of the definitive Series 2022 A Bonds

7. As further provided in Section 9 of the Ordinance, the Chairman of the Building Commission shall have the power and authority to execute and deliver a Certificate of Determinations, if necessary, which may modify any of the foregoing and which may make additional determinations with respect to the Series 2022 A Bonds and the documents relating thereto.

8. The Ordinance, except to the extent expressly amended or supplemented by this Supplemental Parameters Resolution, shall remain in full force and effect, and the same is

hereby ratified and affirmed and all prior actions taken by the Building Commission in connection therewith and in connection with the Series 2022 A Bonds are likewise ratified and affirmed.

*[Remainder of Page Intentionally Left Blank]*

Duly adopted by the Wheeling Municipal Building Commission, a West Virginia public corporation, in Wheeling, West Virginia, on May 13, 2022.

**WHEELING MUNICIPAL  
BUILDING COMMISSION**

By: \_\_\_\_\_  
Its Chairman

[SEAL]

ATTEST:

\_\_\_\_\_  
Its Secretary

CERTIFICATION

The undersigned, being the duly appointed and qualified Secretary of the Wheeling Municipal Building Commission does hereby certify that the foregoing Supplemental Parameters Resolution was duly adopted by the Wheeling Municipal Building Commission at a regular meeting duly held, pursuant to proper notice thereof, on May 13, 2022, quorum being present and acting throughout, and which Supplemental Parameters Resolution was not been amended, modified, rescinded, repealed, annulled, revoked or otherwise altered, as witness my hand and the seal of the Wheeling Municipal Building Commission, this 13<sup>th</sup> day of May, 2022.

**WHEELING MUNICIPAL  
BUILDING COMMISSION**

[SEAL]

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Its Secretary

**EXHIBIT A**

**COMMITMENT LETTER**

(attached hereto)

## **EXHIBIT B**

### **FORM OF 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 BOND INDENTURE AND SECURITY AGREEMENT AS EXHIBIT F 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 BONDHOLDERS MUST AT ALL TIMES HOLD AN AUTHORIZED DENOMINATION OF THE SERIES 2022 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 2022 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.

No. AR-1

UNITED STATES OF AMERICA  
STATE OF WEST VIRGINIA

WHEELING MUNICIPAL BUILDING COMMISSION  
LEASE REVENUE BONDS  
SERIES 2022 A  
(FIRE DEPARTMENT HEADQUARTERS)

<u>Bond No.</u>	<u>Bond Date</u>	<u>Interest Rate (Per Annum)</u>	<u>Maturity Date</u>
AR-1	May 19, 2022	3.31%	June 1, 2047

REGISTERED OWNER: COMMUNITY BANK

PRINCIPAL AMOUNT: NINE MILLION AND 00/100 DOLLARS (\$9,000,000.00)

KNOW ALL PERSONS BY THESE PRESENTS: That WHEELING MUNICIPAL BUILDING COMMISSION, a public corporation of the State of West Virginia (the "Issuer"), for value received, hereby promises to pay (but only from the sources pledged therefor as hereinafter described) to the Registered Owner identified above, or registered assigns, the Principal Amount stated above, or such lesser amount as shall have been advanced to or upon the order of the Issuer from time to time as indicated in EXHIBIT B – RECORD OF ADVANCES hereto, together with interest from the date hereof on such principal amount that may be advanced from time to time at the fixed rate of 3.31% per annum. Such principal and interest shall be payable as follows:

- (a) Accrued interest only shall be due and payable semi-annually on June 1 and December 1 of each year, commencing on December 1, 2022, and continuing through such date as shall be provided in the Indenture (the "Interest Only Period"); and
- (b) The principal amount of this Bond which shall have been advanced to or upon the order of the Issuer on or prior to June 1, 2023 (the "Interest Only Termination Date"), as indicated in EXHIBIT B – RECORD OF ADVANCES hereto, together with the interest that shall accrue thereon, shall be payable annually on June 1 of each year, commencing on June 1, 2023, or on such other dates as shall be provided in the Indenture, and continuing to and including June 1, 2047, which shall be the maturity date hereof (the "Maturity Date"). If the entire Principal Amount of the Bonds shall have been advanced and the Project has been completed as of the Interest Only Termination Date, the installments of principal and interest shall be due and payable on such dates and in such

amounts as are described in EXHIBIT C – DEBT SERVICE SCHEDULE attached hereto. If the aggregate principal amount of the Bonds is not needed to complete the Project, then, upon the earlier of (i) the date a redemption notice is provided in accordance with Article III of the Indenture, in connection with the redemption of the Series 2022 A Bonds from monies remaining in the Acquisition Fund, or (ii) May 18, 2023 (if any required notice of redemption is waived by the Purchaser), such redemption to occur on the Interest Only Termination Date, as hereinafter provided, the Registered Owner shall prepare a revised debt service schedule and provide the same to the Issuer and attach as Exhibit B hereto and this Bond shall thereafter be payable as indicated therein.

This Bond is one of an authorized issue of the Wheeling Municipal Building Commission Lease Revenue Bonds, Series 2022 A (Fire Department Headquarters) (the “Bonds”), issued in the aggregate principal amount of \$9,000,000 pursuant to a Bond Indenture and Security Agreement, dated as of May 18, 2022, but effective as of May 19, 2022 (the “Indenture”) from the Issuer to Wesbanco Bank, Inc., Wheeling, West Virginia, as Trustee, for acquiring, constructing, improving, furnishing and equipping of the real estate and improvements thereon located East of Wood Street, between 17<sup>th</sup> Street and Lane 15, Wheeling, Ohio County, West Virginia (the “Property”), for use by The City of Wheeling, West Virginia (the “City”) as the Wheeling Fire Department’s Headquarters. This Bond will be payable solely from the rent payable by the City pursuant to a Lease Agreement between the City and the Issuer, dated as of May 18, 2022, but effective as of May 19, 2022 (the “Lease”), and any other lease of all or any portion of the Property (the Lease and any such other lease of the Property permitted by the Indenture are collectively referred to herein as the “Leases”). Pursuant to the Lease, the Property will be leased initially by the Issuer to the City.

As security for the payment of the Bonds, the Issuer has assigned to the Trustee all of its right, title and interest in the Leases and has granted the Trustee a security interest in the Property under the Indenture and has encumbered the Property under a Credit Line Deed of Trust, Fixture Filing and Security Agreement by the Issuer and the City, as grantors, to the trustees named therein for the benefit and security of the Trustee in the repayment of the Bonds, dated as of May 18, 2022, but effective as of May 19, 2022 (the “Deed of Trust”).

The Bonds are issued under and are equally and ratably secured by and entitled to the protection of the Indenture. Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security, rights, duties and obligations of the Issuer, the Trustee and the holders of the Bonds. The Bonds are also issued pursuant to and in accordance with the provisions of Chapter 8, Article 33, and Chapter 8, Article 16 of the Code of West Virginia, 1931, as amended.

The Bonds shall be subject to redemption as follows:

#### EXTRAORDINARY OPTIONAL REDEMPTION OF BONDS.

(a) In the event of damage to or destruction of the Property or any portion thereof, or in the event of the condemnation of the Property or any portion thereof, the Bonds

shall be subject to redemption prior to maturity in whole or in part (provided that the aggregate principal amount of Bonds being redeemed in part shall not be less than \$50,000) on any date, at the option of the Issuer at the direction of the City in any multiple of \$100,000 and \$0.01 increments in excess thereof, at a redemption price equal to the principal amount thereof, without premium, plus accrued interest to the date fixed for redemption.

(b) If there should occur a Determination of Taxability, the Bonds shall be redeemed in whole on the Taxable Redemption Date, at a price equal to 100% of the principal amount of the Bonds to be redeemed plus accrued interest thereon to the Taxable Redemption Date. The term "Taxable Redemption Date" means either (a) that date which is set by the Issuer by written notice provided to the Trustee within one hundred eighty (180) days of the first to occur of (i) the date when the Trustee notifies the Issuer of the occurrence of a Determination of Taxability, or (ii) the date when the Issuer otherwise becomes aware of any Determination of Taxability, which date shall be not less than forty-five (45) days nor more than one hundred eighty (180) days subsequent to the date when such notice is provided by the Issuer, or, (b) if the Trustee has not received such a notice prior to the expiration of such one hundred eighty (180) day period, the first date following the expiration of such one hundred eighty (180) day period for which the required notice of redemption may be given, as determined by the Trustee in its sole discretion.

"Determination of Taxability" shall mean a determination that the interest income on any of the Bonds does not qualify as exempt interest under the Code, which determination shall be deemed to have been made upon the occurrence of the first to occur of the following:

- (i) the date on which the Trustee receives an opinion of Bond Counsel that the interest income on any of the Bonds does not qualify as exempt interest; or
- (ii) the date on which any change in law or regulation becomes effective or on which the Internal Revenue Service issues any private ruling, technical advice or any other written communication with or to the effect that the interest income on any of the Bonds does not qualify as exempt interest; or
- (iii) the date on which the Issuer shall receive notice from the Trustee in writing that the Trustee has been advised by any Bondholder or former Bondholder that the Internal Revenue Service has issued a thirty-day letter or other notice which asserts that the interest on such Bondholder's Bonds does not qualify as exempt interest; or
- (iv) any failure that, according to a written opinion of Bond Counsel, addressed and delivered to the Trustee, will adversely affect the tax-exempt status of the Bonds.

provided, however, that in the case of any event described in clause (i), (ii), (iii) or (iv) of the preceding sentence, such event shall not become a Determination of Taxability if the Issuer shall have notified the Trustee within twenty-one (21) days following notice to the Issuer of the occurrence of such event that the Issuer has elected to contest at its own expense any opinion

described in (a) above, any conclusion as to the effect on the tax-exempt status of the Bonds of the events described in (b) or (d) or any assessment noticed by the thirty-day letter described in (c) above unless and until either (A) no final determination by a court of competent jurisdiction or ruling or technical advice memorandum from the United States Internal Revenue Service to the effect that interest on the Bonds has not become subject to federal income taxation (except in the case of a “substantial user” or “related person” as aforesaid) has been obtained prior to the earliest of (1) the date which is one hundred thirty-five days (135) subsequent to the date on which the Determination of Taxability would have been deemed to have occurred but for such contest, (2) the date when any opportunity to contest such determination in the courts of the United States or before the United States Internal Revenue Service shall have expired, or (3) such earlier time at which the Issuer elects to discontinue such contest; or (B) there has been a final determination that interest on the Bonds has become subject to federal income taxation; provided, however, the date of occurrence of the Determination of Taxability shall not be postponed pending any such contest unless the Trustee shall have been furnished with the written legal opinion of Bond Counsel to the effect that such contest is not frivolous and that the Issuer has reasonable legal grounds for asserting that interest on the Bonds has not become subject to federal income taxation (except in the case of a substantial user or related person, as aforesaid). The Bondholder shall have no obligation to notify the Issuer of any Determination of Taxability or to participate or cooperate in any contest thereof. Notwithstanding anything else herein contained, a “Determination of Taxability” shall not be deemed to have occurred solely by virtue of the fact that interest on the Bonds may be deemed to be an item of tax preference for purposes of alternative minimum tax.

(c) The Bonds are subject to extraordinary optional redemption and payment prior to maturity at a price equal to 100% of the principal amount of the Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption from funds transferred by the Trustee from the Acquisition Fund to the Principal Account in the Bond Fund pursuant to Section 6.02 of the Indenture.

#### OPTIONAL REDEMPTION OF BONDS.

The Bonds are subject to redemption at the option of the Issuer, at the direction of the City, prior to maturity, in whole or in part, at any time, at the price of 100% of the principal amount of the Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption. Partial redemptions may be made in any principal amount; provided, that such redemption shall at all times leave an Authorized Denomination of the Bonds outstanding.

Notice of optional redemption will be given by the Trustee by first-class mail, postage prepaid, mailed not more than sixty (60), nor less than thirty (30), days prior to the date fixed for redemption, to each registered owner of the Bonds to be redeemed at his registered address as it appears in the Bond Register kept by the Trustee as Registrar. Failure to mail or any defect in the mailed notice shall not affect the validity of the redemption proceedings for Bonds as to which no such failure or defect has occurred.

Notice having been so given, the Bonds shall on the date fixed for redemption specified in such notice become due and payable at the proper redemption price and from and after the date fixed for redemption (unless the Issuer shall default in the payment of the

redemption price) interest on such Bonds shall cease to accrue, and upon presentation and surrender of such Bonds at the office of any Paying Agent, such Bonds shall be paid at the designated redemption price.

The registration of transfer of this Bond, as provided in the aforesaid Indenture, may be made only upon the Bond Register of the Issuer kept for that purpose at the office of the Trustee as Bond Registrar, by the registered owner hereof in person or by his duly authorized attorney or legal representative, upon surrender of this Bond to the Registrar together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney or legal representative, and thereupon the Issuer shall execute and the Bond Registrar shall authenticate and deliver new Bonds of the same maturity and interest rate in any authorized denominations and registered in such name or names as may be requested.

The Registrar shall not be obliged to make any registration, transfer or exchange of any Bonds after the date the same is selected by the Trustee for redemption.

The Bonds are special obligations of the Issuer and are payable solely out of the property pledged under the Indenture including, but not limited to, the revenues derived from, or in connection with, the Leases. This Bond and any other obligations, agreements, covenants or representations contained in the Indenture, shall never constitute an indebtedness of the State of West Virginia, the City or the Issuer within the meaning of any constitutional provision or statutory limitation and shall never give rise to a pecuniary liability of the State of West Virginia, the City (except as provided in the Lease) or the Issuer. Neither shall this Bond nor the interest payable hereon be a charge against the general credit or taxing power of the City or the State of West Virginia.

Holder of Bonds shall have no right to enforce the provisions of the Indenture, the Leases or the Deed of Trust or to institute an action to enforce the covenants therein, or to take any actions 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. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture, the Leases, the Deed of Trust or any supplements thereto, or waivers thereunder, may be made only to the extent and in the circumstances permitted by the Indenture.

This Bond shall not be valid or obligatory unless authenticated by the Trustee, its successor or successors, by the execution of the Trustee's certificate of authentication endorsed hereon.

Additional bonds on a parity with the Bonds may be issued by the Issuer, subject to the conditions set forth in the Indenture.

All acts, conditions and things required to exist, happen and to be performed precedent to and in connection with the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law. The issuance of this Bond and

the issue of which it is a part, together with all other obligations of the Issuer, does not exceed or violate any constitutional or statutory limitation.

*[Remainder of Page Intentionally Left Blank]*

IN TESTIMONY WHEREOF, the Wheeling Municipal Building Commission, has caused this Bond to be executed by the manual or facsimile signature of its Chairman, has caused its corporate seal or a facsimile thereof to be impressed or printed hereon, duly attested by the manual or facsimile signature of its Secretary, and has caused this Bond to be dated as of the Dated Date set forth above.

**WHEELING MUNICIPAL  
BUILDING COMMISSION**

[SEAL]

By: \_\_\_\_\_  
Its Chairman

Attest:

By: \_\_\_\_\_  
Its Secretary

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This is to certify that this Bond is one of the Bonds described in and issued under the provisions of the within-mentioned Indenture.

**WESBANCO BANK, INC.,**  
as Trustee and Registrar

By: \_\_\_\_\_  
Its Authorized Officer

Dated: \_\_\_\_\_, 2022.

## ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney to register the transfer of said Bond on the Bond Register, with full power of substitution in the premises.

\_\_\_\_\_  
Registered Owner

Dated:

Signature Guaranteed: \_\_\_\_\_

Social Security Number or  
Employer Identification

Number of Transferee: \_\_\_\_\_

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