

The Honorable Mitch Carmichael, Chair

**JOINT COMMITTEE ON
GOVERNMENT AND FINANCE**

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June 26, 2017



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INTERIM COMMITTEE ATTENDANCE - RESULTS

MONDAY, JUNE 26, 2017 - 02:00 PM

JOINT COMMITTEE ON GOVERNMENT AND FINANCE

Attended:

- Delegate Shott
- Delegate Nelson, E.
- Delegate Miller, C.
- Delegate Cowles
- Delegate Boggs
- Speaker Armstead
- Senator Trump
- Senator Hall
- Senator Blair
- President Carmichael

Submitter:

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AGENDA
JOINT COMMITTEE ON GOVERNMENT AND FINANCE
June 26, 2017

2:00 - 3:00pm

Senate Finance Room

1. **Approval of June 5, 2017 minutes**

2. **Committee Reports/Requests:**

3. **Other Business:**

Discussion of Report Regarding Glenville State College

4. **Adjournment**

JOINT COMMITTEE ON GOVERNMENT AND FINANCE

June 5, 2017

2:00 pm – 3:00 pm

Senate	House
Carmichael, Chair	Armstead, Chair
Blair	Cowles
Ferns	Miller, C.
Hall	Nelson, E.
Plymale (Absent)	Shott (Absent)
Prezioso (Absent)	Boggs (Absent)
Trump	Miley

Speaker Armstead: “The Committee will come to order. The first item on the agenda is the approval of the February 7, 2017 minutes. President Carmichael is recognized.”

President Carmichael: “I move the minutes of the February 7, 2017 meeting of the Joint Committee on Government and Finance as contained in the members packets be approved.”

Speaker Armstead: “President Carmichael moves the minutes be approved. Discussion? All in favor say aye, opposed no. The ayes appear to have it, the ayes do have it. The minutes are approved.”

Speaker Armstead: “I recognize the President for a motion.”

President Carmichael: “I move that the 2017-2018 Interim Meetings be held on: August 20th through the 22nd; September 17th through the 19th; October 15th through the 17th; November 12th through the 14th; December 3rd through the 5th; and January 7th through the 9th.”

Speaker Armstead: “Is there any discussion on the dates? If not, all in favor of the President’s motion say aye, those opposed no. The ayes appear to have it. The ayes do have it. I declare the motion adopted and the meetings scheduled.”

Speaker Armstead: “I recognize President Carmichael.”

President Carmichael: “I move that the President and Speaker be authorized to set additional dates for the 2017-2018 Interim Meetings and to approve interim committees, when necessary, to meet outside of the interim dates, as they deem appropriate.”

Speaker Armstead: “On the President’s motion, is there discussion? If not, all those in favor of the motion say aye, those opposed no. The ayes appear to have it. The ayes do have it. I declare the motion adopted.”

Speaker Armstead: “I recognize President Carmichael for an additional motion.”

President Carmichael: “Thank you Mr. Speaker. I move that the Senate President and the Speaker be authorized to jointly assign study topics to the interim committees as they deem appropriate.”

Speaker Armstead: “On the motion is there discussion? If not, all in favor of the President’s motion say aye, those opposed no. Ayes appear to have it. The ayes do have it. I declare the motion adopted.”

Speaker Armstead: “I will just note, that as we have done in previous years, the Legislative Manager will be posting a list of topics on the Legislative Website so we will know which topics are assigned.”

Speaker Armstead: “I recognize the President for a motion.”

President Carmichael: “Thank you Mr. Speaker. I move that for all committees, subcommittees and commissions meeting during the interim period for which there are an unequal number of Delegates and Senators, all motions considered must be adopted by a separate majority vote of the committee members from each legislative body.”

Speaker Armstead: “Per the President’s motion, is there discussion? If not, all in favor of the motion say aye, those opposed no. The ayes appear to have it, the ayes do have it, I declare the motion adopted. Next, on the Agenda is the monthly and quarterly reports. The status reports on Lottery, Unemployment Compensation Fund, General Revenue Fund & State Road Fund in the packets. Mr. Spencer, the Director, I believe is here.”

William Spencer: “Yes, Mr. Speaker.”

Speaker Armstead: “Good afternoon Mr. Spencer. Any questions for Mr. Spencer?”

William Spencer: “Thank you, Mr. Speaker, Mr. President, and members of the Committee. My name is William Spencer and I am the Director of Legislative Budget Review. I am here to answer any questions if you have them.”

Speaker Armstead: “Senator Hall.”

Senator Hall: “On the General Revenue Fund, the monthly revenue estimates... the report...obviously it’s pretty good. I want to ask some questions about that. It appears to be \$59M over the estimates. I’m correct on that aren’t I? Now, we may need to have somebody from Revenue to answer a couple of questions I’ve got.”

William Spencer: “Okay. Yes sir. What question do you have?”

Senator Hall: “Well, during the regular session, we had a supplemental appropriation over \$100M to fill in the gap for this fiscal year.”

William Spencer: “Yes.”

Senator Hall: “And, this particular number is pretty strong for this month...we’ve got one more month to go, which is an indication of the \$42M. Is that supplemental appropriation money...is it factored into these revenues?”

William Spencer: “Again, like you said, I will have to ask the Budget Division. There’s a lot of revenue enhancements that came through for this year that closed the gap of this year’s budget.”

Senator Hall: “Right.”

William Spencer: “And then, like you said, the \$60M in the budget cuts, so...”

Senator Hall: “You know, I think what we’re getting at is that is this number a surprise and what will happen if we did a supplemental and was that necessary? I mean... I know what happens. If you create a surplus it happens automatically and goes into the revenue shortfall reserve fund and then, the other part becomes a part of the surplus section of the budget for the next fiscal year, department of surplus section. Is there anybody here from Revenue?”

William Spencer: “Yeah, see, from my understanding, is...they basically...the bill that was passed basically closed this year’s revenue gap. So, as far as...”

Senator Hall: “But, is it reflected in?... Where is it? Where is it on this sheet? For example, I am seeing personal income tax collections \$123M; the estimate \$106M; so you’re \$16.3M up there. Severance tax is up \$15M. Insurance tax, I’m not exactly sure that’s...maybe the insurance commission...somebody from Insurance can answer why that’s \$14M as opposed to \$1.6M in estimate, and up \$12M. And so, those are the kinds of things... I am sure... Or else, is this just the effect of... you know, we know April is when you have people send in their annual income tax or whatever... Was this unexpected? Or was it right on? Or is it a surprise?”

William Spencer: “Yes. I will have to ask Mark Muchow.”

Senator Hall: “Is he here?”

William Spencer: “No, Sir. He is not here right now, but I can get you that.”

Senator Hall: “Yeah. Well, okay. It would serve the point to know the answer. I could see if it was... if you were adding to the revenue?... And I expect...Mike is not here... and I could probably figure this out. But, I was hoping that someone might be able to answer that. So, if you can't, you can't and we will defer until later. Is there somebody who is going to give a report from the Insurance Commissioner's Office? Yes, Allan. With leave, can you bring him forward?”

Allan McVey: “Allan McVey with the West Virginia Insurance Commissioner's Office.”

Senator Hall: “You know, your insurance tax number is \$14M as opposed to an estimate of \$1.6M.”

Allan McVey: “I think it is a timing issue. I have looked at year to year and they look pretty similar quite frankly. Is that the annual? Year to date?”

Senator Hall: “Yes, you are right. It is timing because it is \$256M.”

Allan McVey: “I know our year to year was pretty similar.”

Senator Hall: “Yes, I see that on the other lines too that you are still way under... But you are only \$42M under. Maybe if we find that in the special revenue transfer... that may be where it is. So, that's where it is. I'm sorry, I may have answered my own question. It's down in the special revenue transfer line which I didn't see it in the first column. That's probably where that money comes from. Alright, thank you.”

Allan McVey: “I'll be back.”

Senator Hall: “That's ok.”

Speaker Armstead: “Thank you. Any more questions of Mr. Spencer? Alright, if not, we will move on. Thank you. Next is Workforce West Virginia Unemployment Compensation Trust Fund Distribution- Connie Kirk.”

Connie Kirk: “Good afternoon, Mr. President, Mr. Speaker and Members of the Committee. The projected trust fund balance for June 2017 is \$64,753,951M. If you have any questions, I will be perfectly happy to answer them.”

Speaker Armstead: “Any questions of the Committee? If not? Delegate Nelson.”

Delegate Nelson: “Thank you Mr. Speaker. As you mentioned, in the first five lines are those actual numbers?”

Connie Kirk: “They are actual numbers, I believe until May and we were not able to... May just ended so we didn’t actually put the actual number in for May. But, I actually have the trust fund balance for you as of June 5, today if you would like that.”

Delegate Nelson: “And does your notes still hold true that you still hold the \$50M in loan proceeds?”

Connie Kirk: “No, we do not.”

Delegate Nelson: “You paid that back?”

Connie Kirk: “We did.”

Delegate Nelson: “When did you pay that back?”

Connie Kirk: “We paid that back on May 4, and we do not anticipate borrowing any money. If the trends hold true, through the way unemployment is doing right now, and we keep continuing to decrease on claims, we do not anticipate borrowing any money throughout the rest of 2017.”

Delegate Nelson: “Do we have to demand those funds during March of that balance?(Inaudible)”

Connie Kirk: “We did until the money, the revenue came in.”

Delegate Nelson: “Thank you.”

Connie Kirk: “Thank you. Thank you, Mr. Speaker.”

Speaker Armstead: “Senator Trump.”

Senator Trump: “Thank you Mr. Speaker. Connie, I’ll operate at blank and ask you what is that trust fund number that you have today?”

Connie Kirk: “Well, it’s pretty good. It’s \$74,423,973.40.”

Senator Trump: “The projections or distributions for that fund for the remainder of the year we believe are way under in aggregate for what was in 2016.”

Connie Kirk: “They are. They are.”

Senator Trump: “And that’s based on what improving rates of unemployment?”

Connie Kirk: “It’s improving rates of unemployment. That’s correct.”

Senator Trump: “Very good. Thank you.”

Speaker Armstead: “Any further questions for Ms. Kirk? If not, thank you.”

Connie Kirk: “Thank you.”

Speaker Armstead: “Next, we have the monthly and quarterly reports for PEIA, BRIM and Real Estate Report. Mr. Myers, Secretary of Department of Administration.”

John Myers: “Good afternoon. My name is John Myers, Secretary of Administration.”

Speaker Armstead: “Good to have you with us. Do you have anything you wish to present?”

John Myers: “In your packets today, we have provided reports for BRIM, PEIA, and the Real Estate Division. I have directors and personnel here to answer any questions that you may have at this time.”

Speaker Armstead: “Are there questions for Secretary Myers? If not, thank you very much. Next, we have Department of Health and Human Resources, Medicaid Report and Medicaid Waiver and the CHIP Program. Melanie Pagliaro, glad to have you here.”

Melanie Pagliaro: “Mr. President, Mr. Speaker, members of the Committee. Melanie Pagliaro of DHHR. We have CHIP, Medicaid Waiver and Medicaid Report in your packet and we have staff here that can answer your questions.

Speaker Armstead: “Are there any questions? Senator Hall.”

Senator Hall: “I wanted to briefly... I was looking and we just got this today...Let me see what page this is on.”

Melanie Pagliaro: “Medicaid.”

Senator Hall: “Yeah, it’s Medicaid, just to get it out in the open here... page three. Your total...correct me if I’m wrong... your total projected expenditure for 2017 is \$4.2B? Is that correct? \$4.246B? I’m looking at these...Can we go over them?... I would just like to go over these lines real quick? Is that alright?”

Melanie Pagliaro: “We can try to answer questions and if not, this is Sarah Young, our

Deputy Commissioner, and unfortunately Commissioner Beane and Tony Atkins, our financial person, isn't here but we would be glad to take your questions and if we can't answer them, we can get them answered for you."

Senator Hall: "Well, obviously in our budget crisis situation, Medicaid has been discussed. Well, actually one budget had passed with a cut. And, obviously, that's been vetoed. But, I'm looking at the actuals for 2016, and the actuals for 2017. You see that on page three?"

Melanie Pagliaro: "Yes."

Senator Hall: "And it's about a \$500M difference. Am I correct?"

Melanie Pagliaro: "Yes."

Senator Hall: "Is there an explanation as to the increase of the \$500M? I mean, we have to go through these expenditures, I'm sure, if the committee time will allow, but..."

Melanie Pagliaro: "We can get you those answers."

Senator Hall: "Ok, and then, you've got net expenditures and CMS-64 Adjustments. What does CMS-64 adjustments...?"

Melanie Pagliaro: "CMS-64 is a report that we send to CMS for all our expenditures."

Senator Hall: "Okay. CMS stands for? What is that? That's the federal..."

Melanie Pagliaro: "It is."

Senator Hall: "Yes. Center for Medicaid. Alright, well, if you could talk about...year to year increase and then what the budget is for next year. Alright, thanks."

Melanie Pagliaro: "Thank you."

Speaker Armstead: "Are there any other questions? If not, thank you. Next, we have the Investment Management Board Distribution, Tom Sauvageot, the Fixed Income & Real Estate Investment Officer."

Tom Sauvageot: "Good afternoon. I am Tom Sauvageot with the Investment Management Board. I believe you have the April report in front of you and looking at fiscal year to date through April has really been a fantastic performance in the markets and all parts of the portfolio are doing well. So, pension plans are in the 12.6-12.7 percent range year to date. We don't have final May numbers yet, but I think they are also going to look pretty strong. General market looks good in May. It's certainly too early in June,

but barring something extraordinary negative happen we should end the year on a strong note.”

Speaker Armstead: “Are there any questions for Mr. Sauvageot? Senator Hall?”

Senator Hall: “Obviously, your July number affects our budget next year. Maybe not your... or maybe it is your... do you see what sort of impact it may have on what will be required to contribute to the Teacher Retirement System?”

Tom Sauvageot: “You know, the CPRB actuaries over there kind of calculate that.”

Senator Hall: “They do that. Ok.”

Tom Sauvageot: “And also, one thing, I forget it’s TRS or PERS were on a smooth...”

Senator Hall: “Yes, well TRS was smooth this year. I’d say, what was that 40 some million? So, next year they will have a good upside number. We’re still going to save money but it wouldn’t be as much because it’s smooth.”

Tom Sauvageot: “I wouldn’t haphazard to guess on that.”

Senator Hall: “Alright, thank you.”

Speaker Armstead: “Any further questions? If not, thank you. Next, we have Worker’s Compensation Allan McVey, Insurance Commissioner.”

Allan McVey: “Thank you Mr. Speaker, Mr. President, esteemed members of the committee. Glad to be here today. The status report of the workers compensation funds that we manage were sent to you electronically. Having reviewed these over the last couple of months, I see very little change from the last report in January, other than the fact that the claims have stabilized somewhat, and we don’t see the uptake we saw in three of the funds mainly because of disease claims. So, I think we are trending in the right way now and those are stabilized. I would be happy to answer any questions about any of the funds or any other information that you may want to ask.

Speaker Armstead: “Any questions for Mr. McVey? Thank you for being here.

Allan McVey: “Thank you.”

Speaker Armstead: “There is a Board of Treasury Report in your packet. Is there any further business before the Committee?”

Senator Hall: “I think some folks... Excuse me, Mr. Speaker.

Speaker Armstead: Senator Hall.

Senator Hall: “I think there may be people here in the room now who might be able to answer the question about the general revenue. Maybe not.”

Aaron Allred: “They literally walked across the walkway so they should only be a few seconds.”

Speaker Armstead: “Alright, ok.”

Senator Hall: “Do you want to wait?”

Speaker Armstead: “I suggest we go on leave for a moment? Just hold on a few minutes for these folks.”

Senator Hall: “It would kind of help us go through the numbers in terms of...”

Speaker Armstead: “Delegate Cowles.”

Delegate Cowles: “I’m sorry, I thought we were on pause, but I’m just going to make a couple comments Mr. Speaker, if I may. And, I noticed looking through the book this time that the General Revenue is up that Senator Hall was talking about \$59M just for May alone. And the roads fund is up \$20M for May alone and up to \$52M dollars a year to date. You flip further through the book and we get to the unemployment trust fund and its... as Senator Trump noted...\$75M projection by the time we get to December. A much healthier balance than the \$31M dollars in 2016 and we have already paid back the \$50M loan. In PEIA, the net position is \$127M up from the budgeted net position and up from the \$78M a year ago. And clearly, Mr. Speaker, I just wanted to note that this is the best meeting that I have had today... and we are clearly...we have a rebound underway. I just wanted to make sure that we recorded all those things together.”

Speaker Armstead: “Alright. Senator Hall did you have?”

Senator Hall: “Yes. If one of them, Mike or Mark, one would want to come forward. We are going to look at the General Revenue Monthly Revenue Estimate Report. Do you have a copy of that there? Do you have a copy?”

Mark Muchow: “Mark Muchow, Department of Revenue.”

Senator Hall: “Okay, we’re on the same page here. On the General Revenue Monthly Collection Report, just a couple of questions. Under the Yearly Collections Over Estimates, I see the Special Revenue Transfer is \$59M. That’s the yearly estimate. Is that, although it is not showing up in this month’s estimate or is it?”

Mark Muchow: “There is \$6.1M that showed up in May. Year to date is \$59.3M. Of course, those are all of the gap fill monies that have come in to help close the budget gap.”

Senator Hall: “And, so, the \$6.1M is part of the gap filled monies?”

Mark Muchow: “That’s correct.”

Senator Hall: “How much more of that is there to go?”

Mark Muchow: “There’s another... about \$43M.”

Senator Hall: “Which is basically Revenue Shortfall Fund?”

Mark Muchow: “The Revenue Shortfall Reserve Fund is \$40M and will trickle beyond that.”

Senator Hall: “This is the Special Revenue Transfer so I am assuming that that is not the line that would show up in.”

Mark Muchow: “It would show up in that line when it comes in.”

Senator Hall: “Ok. So, you haven’t actually put that \$40M in there yet?”

Mark Muchow: “That’s not gone there yet, that’s correct.”

Senator Hall: “Ok. Next question then is...”

Mark Muchow: “There is also... Mike mentioned to me... there is \$24M in re-appropriations that are also not in there at the present time. The re-appropriations will be a tally end adjustment and will not show up necessarily on the revenue side of the equation but it will there. So, you got that piece plus \$40M in the Rainy Day Fund.”

Senator Hall: “Alright, I can accept... understand what that means. So, that means there is \$64M yet to be added in some form or fashion.”

Mark Muchow: “That’s right.”

Senator Hall: “Ok, now, obviously, it appears that the year to date, based upon adding this money in that was done, you are only down \$42M. So...”

Mark Muchow: “That’s the good news. The severance tax is really been picking up significantly in the last few months. And, now, at the end of May there’s almost \$40M in net estimate by itself. That’s the annual severance tax though. In June, unlike the May

estimate, May we were way above and April we were way below. If you add April and May together we are about close to even, not quite even. In June, we will be below estimate, just a matter of how much. But, I can easily see us being about \$30M below estimate in June. To start off June investing the lottery transfer number... where's that at? It's about three quarters of a way down the page. Then, yet in May, we had \$65M dollars in lottery transfers and we are under estimate by about \$11.5M. The estimate appropriated amount, the total amount for the year will be \$65M which means that the \$11.5M that was earmarked for June has already been deflected. That's one factor. The second factor will be the personal income tax, the June estimate is fairly aggressive, and unless we have a really tremendous amount of influx in June we should end up with a low estimate of personal income tax. The jury is still a little bit out on corporate income tax. Last couple of months have been sort of ok, but the corporate debt, for the most part of during the year has been running significantly lower than the estimate and the sales tax also continues to be weak as the year goes on. Put all of those together, probably about \$30M or so...give or take a little bit. So, that's still good news because that's the worse case scenario on the revenue gap before we got into all of this fixing was about 192. That's what we call we called the worse case never get above scenario and we doubled that for the last six months. Because the activity in energy has improved so significantly, we are going to be better than that. It's just a matter of how much better than that we will be."

Senator Hall: "Would you estimate then when you close out the year at the end of June and half of the surplus has to go, what do you see, among other things about what the surplus will be this year?"

Mark Muchow: "That's a good question. On the revenue side, after we use budget cuts and that, it could be in the neighborhood of as much as \$40M, give or take a little bit."

Senator Hall: "So, let's just walk through what happens to that \$40M. \$20M of that will go to Revenue Shortfall."

Mark Muchow: "\$20M will go to Revenue Shortfall and \$20M will be available for surplus appropriations."

Senator Hall: "Surplus appropriations."

Mark Muchow: "Overall, that is about half of one percent. So, it's pretty close."

Senator Hall: "Is that \$40M currently being factored into all of our budget discussions for next year?"

Mark Muchow: "If it is, I am not aware it is."

Senator Hall: “Ok. We will note that alright? Ok. I mean we need to know that Mr. Chairman.”

Mark Muchow: “Okay, evidently, the \$16M is because there is \$8M dollars in surplus appropriations already in the plan.”

Senator Hall: “Yeah. Well, okay.”

Mark Muchow: “So, some of that is already in the plan.”

Senator Hall: “Okay, but the other \$12M might not be?”

Mark Muchow: “And again, some movement in the wrong direction on us one way or another, we could still be about where we are.”

Senator Hall: “I understand that.”

Mark Muchow: “The news is generally good on the energy side. Things have shown significant improvement.”

Senator Hall: “Would you say that based on this improvement in the severance tax collection, do you think it is going to be ongoing?”

Mark Muchow: “Yes. I think severance tax will do better than the estimate that is currently...”

Senator Hall: “Is it currently reflected in the revenue estimate that we have in our possession for next year’s budget?”

Mark Muchow: “The \$4.055M dollar number is based upon the November forecast which is the official numbers right now, and does not reflect... and obviously does not reflect what is going on in energy right now. I have sort of a mathematical depiction and where we bottomed out... you can see this severance tax goes all over the place. But, we bottomed out in December at \$245M, on a twelve month growing base, to \$245M. And, about five months later, a mere five months later, the twelve month growing trend is now \$325M. That’s an \$80M dollar improvement in a span of just five months. Natural gas is a big factor there. Coal is helping out too, but the big factor is natural gas prices.”

Senator Hall: “So, in a potential change of the revenue estimate, you could look at an extra \$80M dollars next year that is not factored in the \$4.055M?”

Mark Muchow: “You could certainly look at least an \$80M next year. And, again, that’s not in the \$4.055M, including the Governor has put out some...”

Senator Hall: “Now, let’s just do simple math here. I’ve got \$32M from the previous conversation and \$80M from that one. (inaudible)”

Mark Muchow: “The economic estimates for next year in 2018 that have been presented by the Governor are very spot on. Yeah, that’s the right date.”

Senator Hall: “Ok.”

Mark Muchow: “But a good part of it is...”

Senator Hall: “But, currently, as we go through the budget crisis, it’s not something we can refer back currently as a revenue to help balance our 4.35 budget?”

Mark Muchow: “That’s correct. That’s the reason why that this tax package or whatever it might be... is coming up quite a bit short...of whatever that gap is between 4055 and...43?”

Senator Hall: “I think everybody here understands what we are saying here. Alright? Ok? Thank you very much.”

Speaker Armstead: “Any other questions? A quick point. Looking at the far right column in the Yearly Collections Over Estimates, I am looking at the... and obviously, the severance tax is, as you discussed is \$39M. You have kind of projected that needed in the upcoming fiscal year. I noticed as well that lottery transfers are \$11M over. What would you attribute that to and do you expect that to?”

Mark Muchow: “We get the monthly estimates from the Lottery Commission each year and the Lottery Commission tends to be a little bit conservative on their flows. It’s just the fact that they got the flow earlier. It is appropriated in the month. That means we will get zero in June and will restart in June and that \$11.5M will hold for that month because it’s just the nature of their estimates in time.”

Speaker Armstead: “So, it’s not really an increase overall for the year?”

Mark Muchow: “No. It ultimately, at the end of year, it’s got to be zero so it’s going to go back. That 11.5 that we have in surplus remains and will disappear and when the June numbers come in and we get zero in Lottery in June.”

Speaker Armstead: “As far as the other numbers... and I see that personal income tax on consumer sales is between \$68-\$66M under there. Do you see that bottoming out any or does it slow down in terms of...?”

Mark Muchow: “It’s bottomed out. It’s basically the 2017 estimates which were developed in November of 2015 and just a little bit... assuming there will be some growth

and that growth in retail sales and that growth will be able to materialize and basically flatlined or even just slightly negative. The negative number during the year on sales tax has improved a little bit. It was closer to 1% negative. Back in July it was far worse than that. It's now a fraction of a percent not quite .4 negative but it's still slightly negative. I see that with the energy prices improving on the natural gas side and coal sales are up quite a bit this year. The latest estimates from Energy Information Administration shows about a 19% increase on coal sales or coal shipments. The year to date, that's from January to end of May occurred last year. Especially, in northern Appalachia, that's where most of the gains are. Some recovery going on there but that's going to involve great levels of income and its sales tax collection as those prices inflate again. A major change, the Dominion Pipeline back in October or November, we were averaging only about one third of the national average price. At one time below a dollar in (inaudible). Now, we are easily above two dollars on a consistent basis in the 2.50 neighborhood. Not quite exactly at the national average but a whole lot closer than we were. So, they made some improvements in their distribution system and it's greatly helping us out."

Speaker Armstead: "Alright. Any further questions? Thank you very much. Appreciate it."

Mark Muchow: "Thank you."

Speaker Armstead: "Any further business to come before the Committee? If not, I recognize President Carmichael for a motion."

President Carmichael: "I move that we adjourn."

Speaker Armstead: "President Carmichael moves that we adjourn. All those in favor say aye, opposed no. The ayes appear to have it, the ayes do have it, the meeting is adjourned."



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Writer's Contact Information

June 9, 2017

HAND DELIVERED

Mr. Aaron Allred
Legislative Auditor
Room E132, Building 1
1900 Kanawha Boulevard East
Charleston, West Virginia 25305

RE: Submission of Financing and Refunding Proposal Related to the Issuance by the
Glenville State College Board of Governors of its Improvement and Refunding Revenue
Bonds, Series 2017

Mr. Allred:

Pursuant to West Virginia Code Section 18B-19-13 the information below is submitted
on behalf of the Board of Governors of Glenville State College.

1. Report summarizing the proposed acquisition of certain real property by Glenville
State College.
2. Drafts of the real estate purchase contracts related to such acquisitions.

Please contact me if you have any questions. My direct line is 304-353-8178 and my
cell phone number is 304-654-9217.

Sincerely,


Fred Willhars

LEGISLATIVE MANAGER

JUN 9 2017

RECEIVED

**REPORT BY THE BOARD OF GOVERNORS OF GLENVILLE STATE COLLEGE
TO THE JOINT COMMITTEE ON GOVERNMENT AND FINANCE PURSUANT TO
WEST VIRGINIA CODE SECTION 18B-19-13 RELATING TO
REAL PROPERTY CONTRACTS AND AGREEMENTS**

Dated: June 9, 2017

Submitted by Fred Williams, Steptoe & Johnson PLLC, on behalf of the Board of Governors of
Glenville State College

This report provides information for the Joint Committee on Government and Finance's review of three separate transactions whereby real estate is being acquired by the Board of Governors of Glenville State College (the "College") with the consideration paid in each case exceeding \$1,000,000. In each case the transferor of the real estate is the Glenville State College Housing Corporation (the "Housing Corporation"). Copies of the relevant agreements are attached as exhibits hereto. At its regularly scheduled meeting on June 23, 2017 the Higher Education Policy Commission will consider the approval of the acquisition of these various parcels of real property and the improvements thereon as part of its consideration of the issuance by the College of its Improvement and Refunding Revenue Bonds, Series 2017 (the "Series 2017 Bonds").

Acquisition of the 2009 Project from the Glenville State College Housing Corporation.

On December 21, 2009 The County Commission of Gilmer County issued \$25,500,000 in principal amount of its Commercial Development Revenue Bonds, (Glenville State College Housing Corporation Project), Series 2009 (the "Series 2009 Bonds"), pursuant to Chapter 13, Article 2C of the Code of West Virginia, 1931, as amended (together with Chapter 13, Article 2E of the West Virginia Code the "Commercial Development Bond Act"), and pursuant to a Bond Purchase Agreement dated as of December 21, 2009, between the County Commission, the Housing Corporation and Branch Banking and Trust Company, for the purposes of (i) acquiring, constructing and equipping a new student housing facility containing approximately 484 beds and consisting generally of four floors and approximately 121,867 square feet in the aggregate to provide student housing and other related uses and located on certain real property in the City of Glenville, West Virginia (the "2009 Project") to be leased to the College by the Housing Corporation and (ii) paying the costs of issuance of the Series 2009 Bonds and related costs. The Housing Corporation is a nonprofit corporation organization described in Section 501(c)(3) of the Internal Revenue Code which was formed to assist the College in various ways.

The real property upon which the 2009 Project is located consists of three tracts of land. Two of such tracts are owned by the College and were ground leased by the College to the Housing Corporation pursuant to a Lease Agreement dated December 21, 2009 (the "2009 Ground Lease"). A copy of the 2009 Ground Lease is attached to this report as Exhibit A. The 2009 Ground Lease provides for a term of 40 years subject to cancellation when all of the

principal and interest on the Series 2009 is paid in full. The third tract upon which the 2009 Project is located is owned by the Housing Corporation.

The Housing Corporation leased the 2009 Project to the College pursuant to Contract of Lease/Purchase (the "2009 Lease-Purchase Agreement") entered into between the Housing Corporation and the College dated December 21, 2009. A copy of the 2009 Lease-Purchase Agreement is attached to this report as Exhibit B. The 2009 Lease-Purchase Agreement provides that the College will pay rent equal to the debt service on the Series 2009 Bonds. Section 18 of the 2009 Lease-Purchase Agreement further grants the College the right to purchase the 2009 Project upon payment in full of the amount necessary to redeem or otherwise satisfy the Series 2009 Bonds and that, in such event, the Housing Corporation will deliver a deed transferring title to all three tracts of real property and all improvements located thereon to the College.

The College is currently in the process of obtaining approval to issue the Series 2017 Bonds, a portion of the proceeds of which will be used to pay in full all of the outstanding Series 2009 Bonds and, as a result, acquire the 2009 Project. The debt service on the Series 2017 Bonds will be paid from and secured by a pledge of certain of the College's auxiliary revenues.

The contract submitted for review by the Joint Committee is the 2009 Lease-Purchase Agreement which is attached hereto as Exhibit B. The consideration to be paid by the College to acquire the 2009 Project and the real estate related thereto is the amount needed to pay in full the outstanding Series 2009 Bonds. The Series 2009 Bonds are currently outstanding in the approximate amount of \$23,033,000. There is no real estate agent involved in the transaction.

Acquisition of 2011 Project from the Glenville State College Housing Corporation

On May 25, 2011 The County Commission of Gilmer County issued \$4,245,000 in principal amount of its Commercial Development Revenue Bonds, (Glenville State College Housing Corporation Project), Series 2011A (the "Series 2011A Bonds") and \$60,000 in principal amount of its Taxable Commercial Development Revenue Bonds, (Glenville State College Housing Corporation Project), Series 2011B (the "Series 2011B Bonds" and together with the Series 2011A Bonds, the "Series 2011 Bonds"), pursuant to the Commercial Development Bond Act and pursuant to a Bond Purchase Agreement dated as of May 25, 2011, between the County Commission, the Housing Corporation and Branch Banking and Trust Company, for the purposes of (i) refunding the County Commission's Commercial Development Revenue Bonds (Glenville State College Housing Corporation Project), Series 2000A the proceeds of which were used to pay all or part of the cost of constructing ten (10) two-story apartment buildings, each containing four (4) units to be used as student housing (the "2000 Project") to be leased by the College and (ii) paying the costs of issuance of the Series 2011 Bonds and related costs.

The real property upon which the 2000 Project is located consists of approximately 5.084 acres of land as described more fully in the legal description attached to the 2011 Lease-Purchase Agreement (as defined below). Such real property is owned by the College and was ground leased by the Board of Directors of the State College System of West Virginia, as Lessor, to the Housing Corporation, as Lessee, pursuant to a Lease Agreement dated as January 25, 2000, as

supplemented and amended by an Amended and Restated Lease Agreement dated September 1, 2000 between the West Virginia Higher Education Interim Governing Board, as successor to the Board of Directors of the State College System of West Virginia, and the Housing Corporation, of record in the office of the Clerk of the County Commission of Gilmer County, West Virginia, in Deed Book No. 435, page 279 (the "2000 Ground Lease"). The College is the successor to the West Virginia Higher Education Interim Governing Board pursuant to the provisions of West Virginia Code Section 18B-1-3(e). A copy of the Ground Lease is attached hereto as Exhibit C. Section 6 of the 2000 Ground Lease provides that it will terminate when the financing for the 2011 Project is paid in full and all deeds of trust or other liens securing such financing have been satisfied and released.

The Housing Corporation leased the 2011 Project to the College pursuant to Contract of Lease/Purchase entered into between the Housing Corporation and the College dated as of May 1, 2011 (the "2011 Lease-Purchase Agreement"). A copy of the 2011 Lease-Purchase Agreement is attached hereto as Exhibit D. The 2011 Lease-Purchase Agreement provides that the College will pay rent equal to the debt service on the Series 2011 Bonds. Section 18 of the 2011 Lease-Purchase Agreement further grants the College the right to purchase the 2011 Project upon payment in full of the amount necessary to redeem or otherwise satisfy the Series 2011 Bonds that the Housing Corporation will deliver a deed transferring title to the real property and all improvements located thereon to the College.

The College is currently in the process of obtaining approval to issue the Series 2017 Bonds a portion of the proceeds of which will be used to pay in full all of the outstanding Series 2011 Bonds. The debt service on the Series 2017 Bonds will be paid from and secured by a pledge of the College's auxiliary revenues.

The contract submitted for review by the Joint Committee with respect to the acquisition of this real property is the 2011 Lease-Purchase Agreement pursuant to which any interest that the Housing Corporation has in the subject real property will be conveyed to the College. The consideration to be paid by the College to acquire the 2011 Project and the real estate related thereto is the amount needed to pay in full the outstanding Series 2011 Bonds. The Series 2011A Bonds are currently outstanding in the approximate amount of \$3,409,000 and the Series 2011B Bonds have already been paid in full. There is no real estate agent involved in the transaction.

Acquisition of Bank Loan Project which is currently owned by the Housing Corporation by the College

On July 1, 2011 the Housing Corporation borrowed \$2,525,000 from United Bank, Inc. (the "2011 Bank Loan") and used the proceeds of such loan to (i) refinance two prior bank loans the proceeds of which were used to finance the purchase of the Conrad Motel in Glenville, West Virginia for College use and the purchase of the former Kinney Shoe Factory in Glenville, West Virginia for College use and which is now The Morris Criminal Justice Training Center and (ii) finance improvements to the Conrad Hotel and The Morris Criminal Justice Training Center (collectively, the "2011 Bank Loan Project").

The College is currently in the process of obtaining approval to issue the Series 2017 Bonds a portion of the proceeds of which will be used to pay off the 2011 Bank Loan. The debt service on the Series 2017 Bonds will be paid from and secured by a pledge of certain of the College's auxiliary revenues.

The contract submitted for review by the Joint Committee with respect to the acquisition of this real property is a draft of a Real Estate Purchase Agreement to be entered into by the Housing Corporation and the College whereby the 2011 Bank Loan Project and the real estate upon which it is located will be conveyed to the College. The Housing Corporation is the owner of the subject property. A copy of the Real Estate Purchase Agreement is attached hereto as Exhibit E. The outstanding balance of the 2011 Bank Loan is currently in the approximate amount of \$2,025,000. The consideration for the transfer of this real property to the College is the payment in full of the 2011 Bank Loan. There is no real estate agent involved in the transaction.

EXHIBIT A
2009 GROUND LEASE

No 4464

LEASE AGREEMENT

THIS LEASE AGREEMENT, made as of the 21st day of December, 2009, by and between the GLENVILLE STATE COLLEGE BOARD OF GOVERNORS, party of the first part, sometimes hereinafter referred to as the "Lessor," and GLENVILLE STATE COLLEGE HOUSING CORPORATION, a West Virginia nonprofit corporation, party of the second part, sometimes hereinafter referred to as the "Lessee;"

WHEREAS, the Lessor and the Lessee share a common interest in the construction of standard, high-quality, student housing units on the campus of Glenville State College; and

WHEREAS, the Lessee is willing to arrange financing for and construct and equip such units on the Glenville State College campus; and

WHEREAS, the Lessee is also willing to hold legal title to these housing units and thereafter grant Lessor an exclusive, irrevocable license or lease to utilize the same in its missions; and

WHEREAS, Lessor is willing to accept such exclusive, irrevocable license or lease; and

WHEREAS, the Lessor is of the opinion that the construction of such units by the Lessee, and the contributions of these units to the missions of Glenville State College would be of immeasurable benefit and advance the purpose and goals of the Lessor in the furtherance and management of higher education in West Virginia;

NOW, THEREFORE, WITNESSETH: That for and in consideration of the Lessee's covenant to erect suitable student housing units thereon, the Lessor does hereby lease to the Lessee, for a term of forty years, that is until the 21st day of December, 2049, to have and to hold for the purposes hereinbefore recited, all that certain lot or parcel of real estate in Glenville Corporation District, Gilmer County, West Virginia, more particularly described in Exhibit A attached hereto and made a part hereof, on the following terms and conditions, to with:

1. Lessee covenants that the construction of the initial buildings or facilities shall be in conformance with plans and specifications approved by Lessor, and all buildings and facilities shall also conform to all applicable building codes and ADA requirements.

2. Lessee covenants that when construction of the student housing units is completed, the Lessee shall hold legal title to the units, but shall immediately grant Lessor an exclusive, irrevocable license or lease to utilize the same as housing for residential students of said College pursuant to a Contract of Lease/Purchase between the Lessee and the Lessor. The project will be funded with revenues generated from the rental of the units to the Lessor. Lessor acting through Glenville State College shall manage the rentals of the units, and shall pay to the Lessee as rent a set monthly rate pursuant to said Contract of Lease/Purchase sufficient to pay the debt service and other costs related to the financing for the project until such time as any financing (and any refinancing thereof) obtained by the Lessee for such project has been paid in

RETURN NOS 4464, 4466, 4467 TO: WEST & JONES
PO BOX 2348
CLARKSBURG, WV 26302-2348
12/31/09

full and all deeds of trust or other liens securing such financing have been satisfied and released, at which time the Lessee shall transfer title to the units to Lessor and this Lease shall terminate. (Upon obtaining all information on the exact cost of and financing arrangements for the project, the Lessee and the Lessor shall enter into said Contract of Lease/Purchase which shall establish the term and aforementioned monthly rent and other terms and conditions of such lease to the Lessor.)

3. Lessee covenants that the contractor constructing the facility shall be required to secure insurance and grant construction warranties suitable to the Lessor, and to provide a performance bond and a labor and material payment bond for the full value of the contract.

4. This Lease may not be cancelled until such time as all principal, interest, redemption premium, if any, and other costs relating to all financing (and any refinancings thereof) obtained by the Lessee for such project has been paid in full and all deeds of trust and other liens securing such financing have been satisfied and released, and any attempt to do so shall be null and void and of no force or effect.

5. This Lease shall inure to the benefit of, be binding upon and be enforceable by the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed by their duly authorized officers as of the date and year first written above.

GLENVILLE STATE COLLEGE
BOARD OF GOVERNORS

By: Sue Morrea
Its: Chairperson

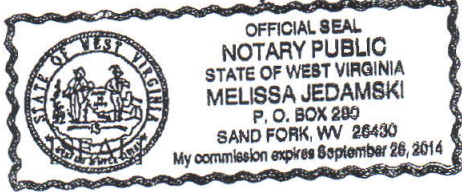
GLENVILLE STATE COLLEGE
HOUSING CORPORATION

By: Peter B. Barr
Peter B. Barr
Its: President

STATE OF WEST VIRGINIA,
COUNTY OF GILMER, to-wit:

Dec. The foregoing instrument was acknowledged before me this 18th day of ~~November~~, 2009 by Shue Morris, Chairperson of GLENVILLE STATE COLLEGE BOARD OF GOVERNORS, on behalf of the Board of Governors.

My commission expires: Sept 28, 2014

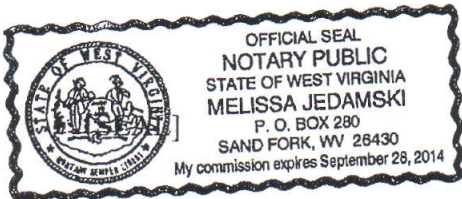


Melissa Jedamski
NOTARY PUBLIC

STATE OF WEST VIRGINIA,
COUNTY OF GILMER, to-wit:

Dec. The foregoing instrument was acknowledged before me this 18th day of ~~November~~ 2009 by Peter B. Barr, President of Glenville State College Housing Corporation, on behalf of the Corporation.

My commission expires: Sept 28, 2014



Melissa Jedamski
NOTARY PUBLIC

This instrument was prepared by:

West and Jones
300 Washington Avenue
P. O. Box 2348
Clarksburg, West Virginia 26302-2348

Darrell V. McGraw, Jr.
Attorney General of the State of West Virginia

Approved as to form this 21st day of December, 2009.



Deputy Attorney General

EXHIBIT A

REAL ESTATE DESCRIPTION

Leasehold Interest in and to the following tracts nos. 1 and 2 of land:

TRACT NO. 1:

A lot or parcel of land lying and being situate in Linn Addition to the City of Glenville, in Glenville Corporation District, Gilmer County, West Virginia;

Beginning at an "X" in concrete side walk at the right-of-way junction of Linn Street and Court Street, from which a 1-inch Iron Pipe, found, corner to Cottrill and Montgomery tracts, bears N 58-48-20 E at 140.00 feet, thence with Court Street;

S 55-48-20 W 50.00 feet to a Railroad Spike, set at the junction of Court Street and Church Street, thence with Church Street;

N 33-58-40 W 194.13 feet to a PK Nail, set, corner to Glenville State College Housing Corp., thence leaving Church Street and with said Housing Corp. for the next three (3) lines and part of a fourth;

N 56-15-30 E 59.89 feet to a Point within an active CONSTRUCTION SITE, thence;

S 33-44-30 E 40.00 feet to a Point within said SITE, thence;

S 56-15-30 W 10.00 feet to a Point within said SITE, thence;

S 34-04-50 E at 9.95 feet passing the right-of-way junction of Linn Street, in all, 153.73 feet to the place of beginning, containing 0.231 acres, more or less as surveyed by Smith Land Surveying, Inc. in September 2008 and December 2009, as shown on a PLAT OF ALTA/ACSM LAND TITLE SURVEY FOR GLENVILLE STATE COLLEGE HOUSING CORP. AND GLENVILLE STATE COLLEGE BOARD OF GOVERNORS.

Being the same lots or parcels granted to the Glenville State College Board of Governors by two (2) separate Civil Actions dated the 25th day of June 2009, and the 26th day of October 2009, both under Civil Action No. 09-C-19 and said Orders being recorded in the Office of the County Clerk of Gilmer County, in Deed Book 489 at Page 287 and in Deed Book 490 at Page 385.

TRACT NO. 2:

A lot or parcel of land lying and being situate in Linn Addition to the City of Glenville, in Glenville Corporation District, Gärmer County, West Virginia;

Beginning a 2-Inch Aluminum Disk, found, corner to Glenville State College Lot 3 in Linn Addition, thence with the northern right-of-way of Linn Street;

S 56-26-00 W 60.00 feet to a PK Nail, set, corner to Glenville State College Housing Corp. Lot 1 in Linn Addition, thence with said Lot 1;

N 33-34-00 W 132.96 feet to a PK Nail, set on the southern right-of-way of Church Street, thence with said right-of-way;

N 40-33-10 E 62.38 feet to a PK Nail, set, corner to said Lot 3, thence with Lot 3;

S 33-34-00 E 150.03 feet to the place of beginning, containing 0.195 acres, more or less, as surveyed by Smith Land Surveying, Inc. in September 2008 and December 2009, as shown on a PLAT OF ALTAIACSM LAND TITLE SURVEY FOR GLENVILLE STATE COLLEGE HOUSING CORP. AND GLENVILLE STATE COLLEGE BOARD OF GOVERNORS.

Being designated as Lot 2 in said Linn Addition as more recently conveyed to the Glenville State College Board of Governors by the West Virginia Higher Education Policy Commission as Item No. 2 in a deed dated the 13th day of December 2002, as recorded in the Office of the County Clerk of Gärmer County, West Virginia, in Deed Book 449 at Page 29.

FILED
2009 DEC 21 PM 2:43

GILMER COUNTY CLERK
GLENVILLE, W.VA.

EXHIBIT B
2009 LEASE-PURCHASE AGREEMENT

CONTRACT OF LEASE/PURCHASE

This Contract of Lease/Purchase ("Lease"), made as of the 21st day of December, 2009, by and between GLENVILLE STATE COLLEGE HOUSING CORPORATION, a West Virginia nonprofit corporation ("Lessor"), and the STATE OF WEST VIRGINIA, BY THE GLENVILLE STATE COLLEGE BOARD OF GOVERNORS (the "Lessee").

WHEREAS, pursuant to provisions of Section 18B-5-4(v) of the Code of West Virginia, 1931, as amended, the President of Glenville State College has certified:

- (A) That the Facilities, as hereinafter defined, to be leased pursuant to this Lease are necessarily required for the proper function of Glenville State College;
- (B) That Glenville State College will be responsible for all rent and other necessary payments in connection with this Lease;
- (C) That satisfactory grounds, buildings, office space or other space is not available on grounds and in buildings currently owned or leased by Glenville State College; and
- (D) The Lessee has determined the fair rental value for the rental of the Facilities, as hereinafter defined, to be leased pursuant to this Lease, in the condition in which they exist or will exist after construction thereof in accordance with the provisions of this Lease, and the rentals to be paid by Lessee under this Lease do not exceed the fair rental value.

WHEREAS, the Lessee by executing this lease, hereby leases the premises from Lessor and Lessee will pay the rentals therefor solely from the following account number(s):

4497

4496

WHEREAS, Lessor has financed the costs of the acquisition and construction of the Facilities, as hereinafter defined, with proceeds of commercial development revenue bonds of Gilmer County, West Virginia, acting by and through The County Commission of Gilmer County, West Virginia (the "Issuer"), issued in the aggregate principal amount of \$25,500,000 designated "Commercial Development Revenue Bonds (Glenville State College Housing Corporation Project) Series 2009 (the "Bonds"). The interest on the Bonds is intended to be excludable from gross income for federal income tax purposes; and the parties herein covenant that they will take any and all action reasonably necessary to maintain the exemption for federal income taxation of the interest on the Bonds, and that they will not perform or fail to perform any act or enter into any agreement or use or permit the use of the Facilities or any portion thereof in a manner that shall have the effect of terminating or denying the exemption from federal income taxation of the interest on the Bonds.

NOW, THEREFORE, THIS LEASE WITNESSETH:

That for and in consideration of the full and complete performance of the covenants, terms and conditions hereinafter set forth, the Lessor hereby leases unto the Lessee for use by Glenville State College the following described premises (consisting of the fee and leasehold estates further described below), together with any and all improvements now existing or hereafter constructed or placed thereon (collectively, the "Facilities") located in Glenville Corporation District, Gilmer County, West Virginia, and being more particularly described as follows:

All that certain tract or parcel of land situate in Glenville Corporation District, Gilmer County, West Virginia and being more particularly bounded and described in Exhibit A attached hereto.

A portion of the premises constituting a portion of the Facilities is land owned by the Lessor and a portion is a leasehold estate created by that certain Lease dated December 21, 2009 between the Glenville State College Board of Governors, as Lessor, and Glenville State College Housing Corporation (Lessor herein), as Lessee.

The parties hereto covenant and bind themselves as follows:

1. Terms and Notices:

(a) The term of the Lease shall be for a period of approximately twenty-nine and one-half (29.5) years, subject to the provisions herein, beginning upon occupancy of the Facilities by the Lessee, the date expected to be June 5, 2011, which is the date the Lessee expects to occupy the Facilities and ending November 5, 2040. This Lease shall be considered renewed for each ensuing fiscal year for the term of the Lease unless it is cancelled by the Lessee before the end of the then current fiscal year. If not sooner terminated, this Lease shall terminate as of the date of payment in full of the Bonds at which time the Lessor shall promptly convey the Facilities to the Lessee as provided in Section 18 herein.

(b) Notices may be given by personal service upon the party(s) entitled to such notice, or by certified mail, duly stamped and directed to the last-known address of the party to be notified, and deposited in the post office. The proper mailing of such notice and not the receipt thereof shall constitute the giving of such notice by either party to the other. A copy of any notice given pursuant to this Lease shall be delivered to Branch Banking and Trust Company, as the original purchaser of the Bonds, or its successors and assigns as the owner of the Bonds (Branch Banking and Trust Company, as the original purchaser of the Bonds, and its successors and assigns as the owner of the Bonds are referred to herein as the "Original Purchaser"), at the address set forth below. Notices shall be directed as follows:

To the Lessor:	President Glenville State College Housing Corporation 200 High Street Glenville, West Virginia 26351
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To the Lessee: Office of the President
Glennville State College
200 High Street
Glennville, West Virginia 26351

To the Original Purchaser: Branch Banking and Trust Company
496 High Street
Morgantown, West Virginia 26505

Any of the persons listed above may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, such further or different address to be effective thirty (30) days after notice of such further or different address is sent.

2. Rent.

(a) The Lessee shall pay unto the Lessor as rent for the Facilities monthly on or before the fifth day of each month during the term of this Lease for the preceding month, the sum of money specified on the Lease Payment Schedule attached hereto as Exhibit B. As further described in 1(a) hereof, it is anticipated that Lessee will take occupancy of the Facilities on or about June 5, 2011. Each fiscal year for the term of this Lease shall commence July 1st and end June 30th. Rental payments for a partial period shall be pro-rated based on the number of days of occupancy by the Lessee. The rent payable by Lessee as set forth in the Lease Payment Schedule attached hereto as Exhibit B shall be subject to change from time to time to provide for rent sufficient to pay timely the regular installments of interest and/or principal payable by Lessor with respect to the Bonds (expressly excluding however any acceleration of the principal of the Bonds prior to the scheduled maturity date of the Bonds of November 5, 2040) after taking into consideration any interest rate swap or other interest rate hedge entered into by Lessor with respect thereto. In the event that any change in the Lease Payment Schedule attached hereto as Exhibit B shall be required as contemplated by the immediately preceding sentence, then the Lessor shall provide a copy of the amended Lease Payment Schedule to the Lessee and thereafter said amended Lease Payment Schedule shall be substituted for and replace the Payment Schedule attached hereto as Exhibit B. In the event the Lessor fails to amend the Lease Payment Schedule in a timely manner, then the Original Purchaser shall be authorized on behalf of the Lessor to provide a copy of the amended Lease Payment Schedule to the Lessee and thereafter said amended Lease Payment Schedule shall be substituted for and replace the Payment Schedule attached hereto as Exhibit B.

(b) The Lessee hereby covenants that the Lessee shall make all rental payments to the Lessor, in care of Branch Banking and Trust Company, or at such other address as the Lessor, with the written consent of the Original Purchaser, may direct in writing.

(c) The rentals payable hereunder shall be applied by the Lessor, as required by the Bonds and the documents relating thereto, to the payment of the principal of and interest on the Bonds, as more particularly described below, which are being issued to fund construction of the leased Facilities, but in no event shall the Lessee become responsible for

payment of Lessor's obligations, including without limitation any obligations relating to the Bonds or any expenses relating thereto. The Bonds are being issued in the aggregate principal amount of \$25,500,000, bear interest at a variable rate equal to the sum of (i) 68% of 30-day LIBOR and (ii) 1.625%, as adjusted monthly with changes in LIBOR, provided that, if the interest on the Bonds is determined to be includable in the gross income of the holder(s) thereof for federal income tax purposes, then the interest rate shall be equal to the sum of the 30-day LIBOR and 2.50%, as adjusted monthly with changes in LIBOR, and, provided further, the default rate on the Bonds shall be the Original Purchaser's Prime Rate plus 2.00% per annum with a 6.00% per annum floor and the Bonds finally mature on November 5, 2040. In the event that such rental payments are invested by the Lessor or the Original Purchaser prior to the same being applied to the principal of and interest on the Bonds, such investment earnings shall likewise be applied to the principal of and interest on the Bonds to the extent the same is not subject to rebate to the United States of America pursuant to Section 148(f) of the Internal Revenue Code of 1986, as amended. In the event of default or termination by the Lessee during the term of the Lease, and the deed of trust hereinafter described to be placed on the Facilities is not foreclosed upon by the holder thereof, Lessor shall sell or liquidate the Facilities at fair market value and shall satisfy the remainder of the lien outstanding to the extent the proceeds of such sale or liquidation are sufficient for such purpose. In the event there are insufficient funds, Lessee shall not be responsible for the balance. Any excess funds as a result of any such liquidation or foreclosure shall be paid to the Lessee.

(d) Upon payment of the amount required to redeem or otherwise satisfy or defease the Bonds as provided in Section 18 herein, the Lessor shall, at the Lessor's expense, make and deliver to the Lessee a good and proper deed, fully executed and acknowledged and otherwise suitable for recording, with transfer stamps attached thereto as may be required by law, with covenants of general warranty, conveying to Lessee good and marketable title to the leased Facilities and all property upon which the leased Facilities are situated, and all other improvement situated upon said property, subject to reservation, exceptions, conditions, easements, rights-of-way, or other like limitations of record under and by which Lessor is bound in ownership of said property.

3. Utilities and Other Related Services: Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service and other public utilities of every kind furnished to the Facilities incurred after the commencement of the term of this Lease, and shall have all such utilities placed in the name of the Lessee.

4. Construction:

(a) Lessor covenants that Lessor shall, at its expense, complete all construction and improvements as designated and specified by the Lessor's architect and approved by Lessee for the Facilities herein leased as further described in the plans dated October 29, 2009, relating to such Facilities and that the Facilities shall be substantially complete and ready for occupancy by the Lessee on or before June 5, 2011. For the purposes of this Lease, "substantially complete" shall be defined as the stage in the progress of construction of the Facilities when they are sufficiently complete so that the Lessee can occupy and utilize the Facilities for their intended use. Lessor further covenants that upon completion of all construction and improvements to the Facilities, that the Facilities will be in compliance with all

building codes applicable for occupancy by the Lessee and shall be free from asbestos, and shall comply with requirements of the Americans with Disabilities Act (ADA). Lessee shall immediately occupy the Facilities upon receipt of a certificate of substantial completion issued by the architect on the Project.

(b) The Lessee shall have the right to approve or reject all construction change orders.

(c) During the term of this Lease, if Lessee desires to make structural or other changes to the Facilities and the changes have been approved by the Original Purchaser and such changes do not materially decrease the value of the Facilities, the Lessee may cause such changes to be made at its own cost and expense.

5. Additional Encumbrances: After completion of construction and improvements provided for in paragraph 4, Lessor shall not add additional encumbrances or liens to the Facilities or property upon which it is located for a purpose other than to construct the Facilities for use by the Lessee and shall obtain written agreement of the Lessee and the Original Purchaser prior to incurring such additional encumbrance or liens.

6. Maintenance; Compliance with Laws: Lessee shall maintain the leased premises in a clean and presentable condition. The Lessee shall be responsible for making such major and minor repairs or improvements as are required to keep the leased premises in habitable condition for the purposes of the Lessee. The Lessee shall take all actions necessary for the Facilities and the operation thereof to be in compliance with all applicable laws, rules, regulations and ordinances.

7. Taxes, Assessments and Municipal/County Fees: The parties hereto recognize that the Lessor and Lessee are tax-exempt and that no taxes or assessments are required to be paid by the Lessor under present state law. However, the Lessee shall be responsible for paying any and all municipal or county fees, such as a fire service fee, that may be applicable to the leased Facilities. All taxes and assessments required to be paid by the Lessor shall be the sole responsibility of the Lessor.

8. Suitability: The Lessor warrants the Facilities to be suitable as student housing facilities and for the conduct of Lessee's business.

9. Liability Insurance:

(a) Lessee shall maintain or cause to be maintained through the West Virginia Board of Risk and Insurance Management insurance coverage for the premises providing general liability coverage with limits of not less than \$1,000,000.00 per occurrence. A certificate of insurance shall be delivered to Lessor upon Lessee's acceptance of the Facilities.

(b) It is further agreed that the Issuer, and Glenville State College Housing Corporation, Lessor herein, will be listed as an additional liability insured insofar as concerns the premises herein leased.

10. Transfer or Assignment of Lease: Lessee shall not transfer or assign this Lease or sublease the subject premises without the prior written consent of Lessor and the Original Purchaser, provided that Lessee shall be permitted to transfer or assign this Lease or sublease the subject premises to another agency of the State of West Virginia so long as such transfer, assignment or subleasing, as the case may be, does not adversely affect the exclusion of the interest on the Bonds from the gross income of the holders thereof for federal income tax purposes. Any transfer or assignment of the premises by the Lessor shall be made expressly subject to the terms of this Lease. Lessee acknowledges and agrees that Lessor has assigned this Lease to the Original Purchaser of the Bonds. Lessor covenants that it shall make no further assignment without the prior written consent of Lessee and the Original Purchaser, which consent shall not be unreasonably withheld.

11. Neglect of Premises: Lessee shall not commit waste on the premises herein leased, and that premises will be returned to the Lessor at any termination of this Lease in substantially as good condition as at the commencement thereof, damages from natural elements, normal depreciation and decay excepted.

12. Default by Lessee: In the event Lessee defaults in any of the covenants contained herein, the Lessor or Original Purchaser shall notify the Lessee, in writing, of such default and if such default is not corrected within sixty (60) days after receipt of notification, the Lessor or Original Purchaser may notify Lessee that the Lease is terminated, and re-enter the premises herein leased, provided that, the Lessor may not terminate this Lease without the prior written consent of the Original Purchaser.

13. Provisions for Immediate Termination: It is agreed by and between the parties hereto that this Lease shall be considered cancelled without further obligation of the Lessee if the Legislature of West Virginia or the federal government should subsequently fail to appropriate sufficient funds theretofore or should otherwise act to impair this Lease or cause it to be cancelled (West Virginia Code Section 18B-5-4(v)(2)(B), or in the event it shall become unlawful to maintain a State facility on leased premises. In the event of a termination in accordance with this section, the Lessee shall redeliver possession of the premises to the Lessor within thirty (30) days and Lessee shall thereupon be relieved from any and all obligation hereunder or concerning the premises except for the responsibilities of Lessee for the rent accruing prior to such date of redelivery.

14. Cancellation of Lease: It is further agreed by and between the parties hereto that the Lessee shall have the right to cancel this Lease without further obligation on the part of the Lessee upon giving thirty (30) days written notice, such notice being given at least thirty (30) days prior to the last day of the succeeding month in accordance with West Virginia Code Section 18B-5-4(v)(2)(A). In the event of a termination or cancellation of this Lease pursuant to Section 13 or Section 14 hereof, the Lessor agrees to indemnify and hold harmless the Lessee and the State of West Virginia for any costs and expenses, other than the ordinary costs and expenses, resulting from such termination or cancellation.

15. Removal of Machinery and Equipment: It is understood and agreed that all machinery and equipment installed by Lessee, or placed upon the premises herein leased incident to Lessee's business, whether annexed to the freehold or not, shall remain the personal property

of Lessee, and Lessee shall have the privilege and right to remove the same at any time during the term of this Lease, provided the premises are restored to as good condition as existed prior to the installation of said machinery and equipment, reasonable wear and tear excepted.

16. Quiet Enjoyment of Facilities: The Lessor covenants that as of the date of this Lease, Lessor is the owner of the Facilities, in fee simple with respect to the improvements and a leasehold interest with respect to a portion of the land and a fee interest with respect to a portion of the land, free of all liens, encumbrances and any outstanding interests whatsoever excepting only the obligations noted hereinbefore in paragraph 2, and that upon payment of the rentals as hereinbefore set forth, it will warrant and defend the title of Lessee against any and all claims whatsoever, not arising hereunder, during the term of this Lease; and the Lessee shall, at all times during the term of this Lease, peaceably and quietly have, hold and enjoy the Facilities.

17. Damage to Facilities by Fire, etc.: It is agreed by and between the parties hereto that the Lessee shall insure the Facilities with all risk insurance coverage in an amount equal to at least the replacement value of the Facilities, for the term of this Contract of Lease or until termination of the Contract of Lease, whichever occurs first. In the event of any loss due to fire, natural elements, or other cause to such an extent that continued occupancy by the Lessee would be impractical, the Lessee shall give immediate notice thereof to the Lessor and the Original Purchaser, and may, at its option, vacate the premises without further obligation or exercise its right to purchase the Facilities pursuant to paragraph 18 herein. The proceeds of any insurance claim upon the premises shall go to the Lessor, Lessee and Original Purchaser of the Bonds, as their interests may appear.

18. Right to Purchase: Lessor hereby grants unto Lessee the right to purchase the leased Facilities prior to expiration of the lease period, and for a period of 120 days thereafter, unless otherwise agreed by the parties hereto, together with all improvements thereon, at any time for a sum equal to the amount required to redeem or otherwise satisfy or defease the Bonds on the date of such purchase and payment therefor. Lessor at the time of consummation of said transfer or sale shall make and deliver to Lessee a good and proper deed, duly executed and acknowledged, and otherwise suitable for recording, together with such transfer stamps as may be required by law, with covenants of general warranty, conveying good and marketable title to the Facilities, subject to all reservations, exceptions, conditions, easements, rights-of-way or other like limitation of record under and by which Lessor is bound in ownership of the Facilities.

19. Deed of Trust: The parties hereto acknowledge and agree that the Lessor shall be permitted to execute and deliver a first priority lien credit line deed of trust and security agreement on the Facilities to secure the Bonds and any obligations of Lessor relating thereto. The parties further acknowledge and agree that this Lease shall be subject to and subordinate to such deed of trust. The parties hereto further acknowledge and agree that, at the option of the purchaser of the Facilities at a foreclosure under such deed of trust, this Lease may be cancelled or may be continued in full force and effect in accordance with its terms.

20. Deposits to Debt Service and Maintenance Reserve Fund: On June 5, 2011, Lessor shall determine the monthly amounts, if any, that Lessor is required to deposit into the debt service and maintenance reserve fund established in connection with the Bonds and shall

promptly provide a schedule thereof to the Lessee to be attached to this Lease and such amounts shall be payable by Lessee hereunder as additional rent in such amounts and at such times as set forth in such schedule. If at any time thereafter Lessor is required to deposit additional amounts into the debt service and maintenance reserve fund established in connection with the Bonds, Lessor shall likewise promptly provide a schedule thereof to the Lessee to be attached to this Lease and such amounts shall be payable by Lessee hereunder as additional rent in such amounts and at such times as set forth in such schedule. In the event the Lessor fails to submit any such additional rental schedule to Lessee in a timely manner, then the Original Purchaser shall be authorized on behalf of the Lessor to provide the additional rental schedule to the Lessee and thereafter said additional rental schedule shall be attached to this Lease and such amounts shall be payable by Lessee hereunder as additional rent in such amounts and at such times as set forth in such schedule.

21. Fees: The fees charged by the Lessee to the students utilizing the Facilities shall at all times be adequate to produce revenues sufficient to pay all operating expenses of the Facilities, excluding however any interest, taxes, depreciation and amortization, and to make the payments required to be paid by Lessee hereunder. Such fees charged by the Lessee to the students utilizing the Facilities shall be changed and readjusted whenever necessary so that the aggregate of fees will be sufficient for such purposes. In order to assure full and continuous performance of this covenant, with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Lessee hereby covenants and agrees that the fees charged by the Lessee to the students utilizing the Facilities from time to time, commencing with the fiscal year ending June 30, 2013 and each fiscal year thereof during the term of this Lease, shall be sufficient (i) to provide for all reasonable expenses of operation, repair and maintenance of the Facilities, excluding however any interest, taxes, depreciation and amortization, and (ii) to leave a balance each fiscal year equal to at least 110% of the maximum amount required in any year for payment of principal of and interest on the Bonds.

22. Parties Bound: The covenants and conditions herein obtained shall apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto.

23. Maintaining Exemption from Federal Income Tax: The parties covenant that they will take any and all action reasonably necessary to maintain the exemption from federal income taxation of the interest on the Bonds, and that they will not perform or fail to perform any act or enter into any agreement or use or permit the use of the Facilities or any portion thereof in a manner that shall have the effect of terminating or denying the exemption from federal income taxation of the interest on the Bonds, including, without limitation, leasing all or any portion of the Facilities or contracting with a third party for use or operation of all or any portion of the Facilities if entering into such lease or contract will have such effect.

24. Time of the Essence: Time is of the essence of this Lease, and of each and every covenant, term, conditions and provision hereof.


25. Headings: The headings to the various paragraphs of this Lease have been inserted for reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

26. Severability: Any provisions of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Lease.


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IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed to this Contract of Lease.

GLENVILLE STATE COLLEGE
HOUSING CORPORATION

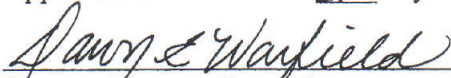
By: 
Its: President

GLENVILLE STATE COLLEGE
BOARD OF GOVERNORS

By: 
President, Glenville State College

Darrell V. McGraw, Jr.
Attorney General of the State of West Virginia

Approved as to form this 21st day of December, 2009.

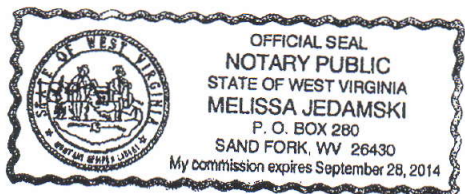

Deputy Attorney General

STATE OF WEST VIRGINIA,
COUNTY OF GILMER, to-wit:

The foregoing instrument was acknowledged before me this 18th day of December, 2009 by Peter B. Barr, President of the GLENVILLE STATE COLLEGE HOUSING CORPORATION, on behalf of the corporation.

My commission expires: Sept 28, 2014.

Melissa Jedamski
NOTARY PUBLIC



STATE OF WEST VIRGINIA,
COUNTY OF GILMER, to-wit:

The foregoing instrument was acknowledged before me this 18th day of December, 2009 by Peter B. Barr, President of Glenville State College and authorized representative of GLENVILLE STATE COLLEGE BOARD OF GOVERNORS, on behalf of Glenville State College Board of Governors.

My commission expires: Sept 28, 2014.

Melissa Jedamski
NOTARY PUBLIC

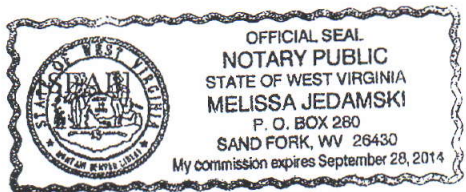


EXHIBIT A

REAL ESTATE DESCRIPTION

TRACT NO. 1:

A lot or parcel of land lying and being situate in Linn Addition to the City of Glenville, in Glenville Corporation District, Gilmer County, West Virginia;

Beginning at an "X" in concrete side walk at the right-of-way junction of Linn Street and Court Street, from which a 1-inch Iron Pipe, found, corner to Cottrill and Montgomery tracts, bears N 58-48-20 E at 140.00 feet, thence with Court Street;

S 55-48-20 W 50.00 feet to a Railroad Spike, set at the junction of Court Street and Church Street, thence with Church Street;

N 33-58-40 W 194.13 feet to a PK Nail, set, corner to Glenville State College Housing Corp., thence leaving Church Street and with said Housing Corp. for the next three (3) lines and part of a fourth;

N 56-15-30 E 59.89 feet to a Point within an active CONSTRUCTION SITE, thence;

S 33-44-30 E 40.00 feet to a Point within said SITE, thence;

S 56-15-30 W 10.00 feet to a Point within said SITE, thence;

S 34-04-50 E at 8.95 feet passing the right-of-way junction of Linn Street, in all, 153.73 feet to the place of beginning, containing 0.231 acres, more or less as surveyed by Smith Land Surveying, Inc. in September 2008 and December 2009, as shown on a PLAT OF ALTA/ACSM LAND TITLE SURVEY FOR GLENVILLE STATE COLLEGE HOUSING CORP. AND GLENVILLE STATE COLLEGE BOARD OF GOVERNORS.

Being the same lots or parcels granted to the Glenville State College Board of Governors by two (2) separate Civil Actions dated the 25th day of June 2009, and the 26th day of October 2009, both under Civil Action No. 09-C-19 and said Orders being recorded in the Office of the County Clerk of Gilmer County, in Deed Book 489 at Page 287 and in Deed Book 490 at Page 385.

TRACT NO. 2:

A lot or parcel of land lying and being situate in Linn Addition to the City of Glenville, in Glenville Corporation District, Gilmer County, West Virginia;

Beginning a 2-Inch Aluminum Disk, found, corner to Glenville State College Lot 3 in Linn Addition, thence with the northern right-of-way of Linn Street;

S 55-26-00 W 60.00 feet to a PK Nail, set, corner to Glenville State College Housing Corp. Lot 1 in Linn Addition, thence with said Lot 1;

N 33-34-00 W 132.96 feet to a PK Nail, set on the southern right-of-way of Church Street, thence with said right-of-way;

N 40-33-10 E 62.38 feet to a PK Nail, set, corner to said Lot 3, thence with Lot 3;

S 33-34-00 E 150.03 feet to the place of beginning, containing 0.195 acres, more or less, as surveyed by Smith Land Surveying, Inc. in September 2008 and December 2009, as shown on a **PLAT OF ALTA/ACSM LAND TITLE SURVEY FOR GLENVILLE STATE COLLEGE HOUSING CORP. AND GLENVILLE STATE COLLEGE BOARD OF GOVERNORS.**

Being designated as Lot 2 in said Linn Addition as more recently conveyed to the Glenville State College Board of Governors by the West Virginia Higher Education Policy Commission as Item No. 2 in a deed dated the 13th day of December 2002, as recorded in the Office of the County Clerk of Gilmer County, West Virginia, in Deed Book 449 at Page 29.

TRACT NO. 3:

A lot or parcel of land lying and being situate in Linn Addition to the City of Glenville, in Glenville Corporation District, Gilmer County, West Virginia;

Beginning at a PK Nail set on the northern right-of-way of Linn Street, Corner to Glenville State College Board of Governors Lot 2 of Linn Addition, thence with Linn Street;

S 56-26-00 W 118.74 feet to a Point at the right-of-way junction of Linn Street, within an active CONSTRUCTION SITE, corner to Glenville State College Board of Governors property, thence with said Board property for the next four (4) lines;

N 34-04-50 W 9.95 feet to a Point within said SITE, thence;

N 56-15-30 E 10.00 feet to a Point within said SITE, thence;

N 33-44-30 W 40.00 feet to a Point within said SITE, thence;

S 56-15-30 W 59.89 feet to a PK Nail, set on eastern right-of-way of Church Street, thence leaving said Board of Governors' lot and with Church Street for the next two (2) lines;

N 33-44-30 W 35.10 feet to a PK Nail, set at the junction of right-of-ways of Church Street, thence with the southern right-of-way of Church Street;

N 40-33-10 E 175.68 feet to a PK Nail, set, corner to said Lot 2, thence with said Lot 2;

S 33-34-00 E 132.96 feet to the place of beginning, containing 0.360 acres, more or less surveyed by Smith Land Surveying, Inc. in September 2008 and December 2008, as shown on a PLAT OF ALTA/ACSM LAND TITLE SURVEY FOR GLENVILLE STATE COLLEGE HOUSING CORP. AND GLENVILLE STATE COLLEGE BOARD OF GOVERNORS. Subject 0.360 acres ± includes four (4) separate tax parcels, namely 5-50, 5-52, 5-53 and 5-53.1.

Being a portion of Lot 1 of Linn Addition and more recently the subject 0.360 acres ± being conveyed to Glenville State College Housing Corporation by two (2) separate deeds, both of record in the Office of the County Clerk of Gilmer County, West Virginia, in Deed Book 478 at Page 584 and in Deed Book 490 at Page 102.

Exhibit B
Glenville State College
Lease Payment Schedule

Date	Principal	Interest	Total Lease Payment	Purchase Option (1)
Prior to 7/5/2011	-	-	-	25,500,000.00
7/5/2011	11,531.40	92,225.00	103,756.40	25,488,468.60
8/5/2011	8,479.40	95,256.07	103,735.47	25,479,989.20
9/5/2011	8,511.30	95,224.38	103,735.68	25,471,477.90
10/5/2011	11,635.40	92,121.85	103,757.25	25,459,842.50
11/5/2011	8,587.10	95,149.09	103,736.19	25,451,255.40
12/5/2011	11,708.90	92,048.71	103,757.61	25,439,546.50
1/5/2012	8,663.60	95,073.24	103,736.84	25,430,882.90
2/5/2012	8,696.10	95,040.86	103,736.96	25,422,186.80
3/5/2012	14,900.80	88,878.79	103,779.59	25,407,286.00
4/5/2012	8,785.00	94,952.67	103,737.67	25,398,501.00
5/5/2012	11,901.00	91,857.91	103,758.91	25,386,600.00
6/5/2012	8,862.70	94,875.37	103,738.07	25,377,737.30
7/5/2012	29,058.40	91,782.82	120,841.22	25,348,678.90
8/5/2012	26,087.20	94,733.65	120,820.85	25,322,591.70
9/5/2012	26,185.30	94,636.15	120,821.45	25,296,406.40
10/5/2012	29,354.60	91,488.67	120,843.27	25,267,051.80
11/5/2012	26,394.30	94,428.59	120,822.89	25,240,657.50
12/5/2012	29,557.60	91,287.04	120,844.64	25,211,099.90
1/5/2013	26,604.90	94,219.48	120,824.38	25,184,495.00
2/5/2013	26,705.10	94,120.05	120,825.15	25,157,789.90
3/5/2013	35,967.10	84,921.52	120,888.62	25,121,822.80
4/5/2013	26,940.80	93,885.83	120,826.63	25,094,882.00
5/5/2013	30,088.40	90,759.82	120,848.22	25,064,793.60
6/5/2013	27,155.40	93,672.70	120,828.10	25,037,638.20
7/5/2013	36,917.80	90,552.79	127,470.59	25,000,720.40
8/5/2013	34,017.50	93,433.25	127,450.75	24,966,702.90
9/5/2013	34,145.50	93,306.12	127,451.62	24,932,557.40
10/5/2013	37,300.60	90,172.75	127,473.35	24,895,256.80
11/5/2013	34,414.30	93,039.11	127,453.41	24,860,842.50
12/5/2013	37,561.70	89,913.38	127,475.08	24,823,280.80
1/5/2014	34,685.20	92,770.12	127,455.32	24,788,595.60
2/5/2014	34,815.80	92,640.49	127,456.29	24,753,779.80
3/5/2014	43,961.20	83,557.76	127,518.96	24,709,818.60
4/5/2014	35,112.10	92,346.08	127,458.18	24,674,706.50
5/5/2014	38,239.60	89,240.19	127,479.79	24,636,466.90
6/5/2014	35,388.20	92,071.95	127,460.15	24,601,078.70
7/5/2014	41,805.10	88,973.90	130,779.00	24,559,273.60
8/5/2014	38,976.00	91,783.46	130,759.46	24,520,297.60
9/5/2014	39,122.70	91,637.80	130,760.50	24,481,174.90
10/5/2014	42,241.60	88,540.25	130,781.85	24,438,933.30
11/5/2014	39,428.90	91,333.72	130,762.62	24,399,504.40
12/5/2014	42,539.10	88,244.87	130,783.97	24,356,965.30
1/5/2015	39,737.30	91,027.39	130,764.69	24,317,228.00
2/5/2015	39,886.80	90,878.88	130,765.68	24,277,341.20

**Glenville State College
Lease Payment Schedule**

Date	Principal	Interest	Total Lease Payment	Purchase Option (1)
3/5/2015	48,877.90	81,949.51	130,827.41	24,228,463.30
4/5/2015	40,220.90	90,547.15	130,768.05	24,188,242.40
5/5/2015	43,308.40	87,480.81	130,789.21	24,144,934.00
6/5/2015	40,535.30	90,234.98	130,770.28	24,104,398.70
7/5/2015	44,113.70	87,177.58	131,291.28	24,060,285.00
8/5/2015	41,353.70	89,918.63	131,272.33	24,018,931.30
9/5/2015	41,509.30	89,764.08	131,273.38	23,977,422.00
10/5/2015	44,576.10	86,718.34	131,294.44	23,932,845.90
11/5/2015	41,833.40	89,442.36	131,275.76	23,891,012.50
12/5/2015	44,890.80	86,405.83	131,296.63	23,846,121.70
1/5/2016	42,159.60	89,118.26	131,277.86	23,803,962.10
2/5/2016	42,318.40	88,960.70	131,279.10	23,761,643.70
3/5/2016	48,246.30	83,073.35	131,319.65	23,713,397.40
4/5/2016	42,659.20	88,622.24	131,281.44	23,670,738.20
5/5/2016	45,693.00	85,609.17	131,302.17	23,625,045.20
6/5/2016	42,991.60	88,292.04	131,283.64	23,582,053.60
7/5/2016	46,015.90	85,288.43	131,304.33	23,536,037.70
8/5/2016	43,326.50	87,959.40	131,285.90	23,492,711.20
9/5/2016	43,489.50	87,797.48	131,286.98	23,449,221.70
10/5/2016	46,499.70	84,808.02	131,307.72	23,402,722.00
11/5/2016	43,828.20	87,461.17	131,289.37	23,358,893.80
12/5/2016	46,828.60	84,481.33	131,309.93	23,312,065.20
1/5/2017	44,169.30	87,122.37	131,291.67	23,267,895.90
2/5/2017	44,335.50	86,957.30	131,292.80	23,223,560.40
3/5/2017	52,959.60	78,392.42	131,352.02	23,170,600.80
4/5/2017	44,701.70	86,593.68	131,295.38	23,125,899.10
5/5/2017	47,677.10	83,638.67	131,315.77	23,078,222.00
6/5/2017	45,049.30	86,248.44	131,297.74	23,033,172.70
7/5/2017	48,014.80	83,303.31	131,318.11	22,985,157.90
8/5/2017	45,399.60	85,900.64	131,300.24	22,939,758.30
9/5/2017	45,570.30	85,730.97	131,301.27	22,894,188.00
10/5/2017	48,520.90	82,800.65	131,321.55	22,845,667.10
11/5/2017	45,924.40	85,379.33	131,303.73	22,799,742.70
12/5/2017	48,864.90	82,459.07	131,323.97	22,750,877.80
1/5/2018	46,281.10	85,025.09	131,306.19	22,704,596.70
2/5/2018	46,455.30	84,852.12	131,307.42	22,658,141.40
3/5/2018	54,881.40	76,483.82	131,365.22	22,603,260.00
4/5/2018	46,836.60	84,473.41	131,310.01	22,556,423.40
5/5/2018	49,750.90	81,579.06	131,329.96	22,506,672.50
6/5/2018	47,200.10	84,112.44	131,312.54	22,459,472.40
7/5/2018	50,104.00	81,228.43	131,332.43	22,409,368.40
8/5/2018	47,566.20	83,748.79	131,314.99	22,361,802.20
9/5/2018	47,745.20	83,571.02	131,316.22	22,314,057.00
10/5/2018	50,633.60	80,702.51	131,336.11	22,263,423.40
11/5/2018	48,115.40	83,203.36	131,318.76	22,215,308.00
12/5/2018	50,993.20	80,345.36	131,338.56	22,164,314.80

**Glenville State College
Lease Payment Schedule**

Date	Principal	Interest	Total Lease Payment	Purchase Option (1)
1/5/2019	48,488.40	82,832.97	131,321.37	22,115,826.40
2/5/2019	48,670.80	82,651.76	131,322.56	22,067,155.60
3/5/2019	56,890.10	74,488.91	131,379.01	22,010,265.50
4/5/2019	49,068.10	82,257.25	131,325.35	21,961,197.40
5/5/2019	51,918.60	79,426.33	131,344.93	21,909,278.80
6/5/2019	49,448.10	81,879.84	131,327.94	21,859,830.70
7/5/2019	52,287.70	79,059.72	131,347.42	21,807,543.00
8/5/2019	49,830.90	81,499.63	131,330.53	21,757,712.10
9/5/2019	50,018.40	81,313.41	131,331.81	21,707,693.70
10/5/2019	52,841.70	78,509.49	131,351.19	21,654,852.00
11/5/2019	50,405.50	80,928.99	131,334.49	21,604,446.50
12/5/2019	53,217.70	78,136.08	131,353.78	21,551,228.80
1/5/2020	50,795.50	80,541.73	131,337.23	21,500,433.30
2/5/2020	50,986.60	80,351.90	131,338.50	21,449,446.70
3/5/2020	56,385.90	74,989.65	131,375.55	21,393,060.80
4/5/2020	51,390.60	79,950.62	131,341.22	21,341,670.20
5/5/2020	54,174.70	77,185.71	131,360.41	21,287,495.50
6/5/2020	51,787.90	79,556.10	131,344.00	21,235,707.60
7/5/2020	54,560.60	76,802.48	131,363.08	21,181,147.00
8/5/2020	52,188.10	79,158.65	131,346.75	21,128,958.90
9/5/2020	52,384.50	78,963.61	131,348.11	21,076,574.40
10/5/2020	55,140.10	76,226.94	131,367.04	21,021,434.30
11/5/2020	52,789.10	78,561.77	131,350.87	20,968,645.20
12/5/2020	55,533.10	75,836.60	131,369.70	20,913,112.10
1/5/2021	53,196.70	78,156.95	131,353.65	20,859,915.40
2/5/2021	53,396.90	77,958.14	131,355.04	20,806,518.50
3/5/2021	61,174.90	70,233.56	131,408.46	20,745,343.60
4/5/2021	53,828.00	77,529.96	131,357.96	20,691,515.60
5/5/2021	56,542.30	74,834.31	131,376.61	20,634,973.30
6/5/2021	54,243.40	77,117.48	131,360.88	20,580,729.90
7/5/2021	56,945.80	74,433.64	131,379.44	20,523,784.10
8/5/2021	54,661.80	76,701.94	131,363.74	20,469,122.30
9/5/2021	54,867.50	76,497.66	131,365.16	20,414,254.80
10/5/2021	57,552.00	73,831.55	131,383.55	20,356,702.80
11/5/2021	55,290.50	76,077.52	131,368.02	20,301,412.30
12/5/2021	57,962.90	73,423.44	131,386.34	20,243,449.40
1/5/2022	55,716.70	75,654.27	131,370.97	20,187,732.70
2/5/2022	55,926.40	75,446.04	131,372.44	20,131,806.30
3/5/2022	63,468.10	67,956.03	131,424.13	20,068,338.20
4/5/2022	56,375.70	74,999.84	131,375.54	20,011,962.50
5/5/2022	59,017.00	72,376.60	131,393.60	19,952,945.50
6/5/2022	56,809.90	74,568.59	131,378.49	19,896,135.60
7/5/2022	59,438.80	71,957.69	131,396.49	19,836,696.80
8/5/2022	57,247.30	74,134.14	131,381.44	19,779,449.50
9/5/2022	57,462.80	73,920.20	131,383.00	19,721,986.70
10/5/2022	60,073.00	71,327.85	131,400.85	19,661,913.70

**Glenville State College
Lease Payment Schedule**

Date	Principal	Interest	Total Lease Payment	Purchase Option (1)
11/5/2022	57,905.00	73,480.94	131,385.94	19,604,008.70
12/5/2022	60,502.70	70,901.16	131,403.86	19,543,506.00
1/5/2023	58,350.60	73,038.42	131,389.02	19,485,155.40
2/5/2023	58,570.20	72,820.36	131,390.56	19,426,585.20
3/5/2023	65,865.10	65,575.52	131,440.62	19,360,720.10
4/5/2023	59,038.50	72,355.31	131,393.81	19,301,681.60
5/5/2023	61,603.60	69,807.75	131,411.35	19,240,078.00
6/5/2023	59,492.40	71,904.45	131,396.85	19,180,585.60
7/5/2023	62,044.60	69,369.78	131,414.38	19,118,541.00
8/5/2023	59,949.80	71,450.24	131,400.04	19,058,591.20
9/5/2023	60,175.40	71,226.19	131,401.59	18,998,415.80
10/5/2023	62,708.00	68,710.94	131,418.94	18,935,707.80
11/5/2023	60,637.80	70,766.95	131,404.75	18,875,070.00
12/5/2023	63,157.20	68,264.84	131,422.04	18,811,912.80
1/5/2024	61,103.60	70,304.30	131,407.90	18,750,809.20
2/5/2024	61,333.60	70,075.94	131,409.54	18,689,475.60
3/5/2024	66,101.80	65,340.48	131,442.28	18,623,373.80
4/5/2024	61,813.10	69,599.69	131,412.79	18,561,560.70
5/5/2024	64,298.90	67,130.98	131,429.88	18,497,261.80
6/5/2024	62,287.70	69,128.38	131,416.08	18,434,974.10
7/5/2024	64,759.90	66,673.16	131,433.06	18,370,214.20
8/5/2024	62,765.80	68,653.57	131,419.37	18,307,448.40
9/5/2024	63,002.00	68,419.00	131,421.00	18,244,446.40
10/5/2024	65,453.70	65,984.08	131,437.78	18,178,992.70
11/5/2024	63,485.40	67,938.94	131,424.34	18,115,507.30
12/5/2024	65,923.30	65,517.75	131,441.05	18,049,584.00
1/5/2025	63,972.30	67,455.31	131,427.61	17,985,611.70
2/5/2025	64,213.10	67,216.23	131,429.33	17,921,398.60
3/5/2025	70,981.10	60,494.68	131,475.78	17,850,417.50
4/5/2025	64,721.80	66,710.98	131,432.78	17,785,695.70
5/5/2025	67,124.30	64,324.93	131,449.23	17,718,571.40
6/5/2025	65,218.00	66,218.24	131,436.24	17,653,353.40
7/5/2025	67,606.30	63,846.29	131,452.59	17,585,747.10
8/5/2025	65,717.80	65,721.84	131,439.64	17,520,029.30
9/5/2025	65,965.10	65,476.24	131,441.34	17,454,064.20
10/5/2025	68,332.00	63,125.53	131,457.53	17,385,732.20
11/5/2025	66,470.40	64,974.34	131,444.74	17,319,261.80
12/5/2025	68,822.90	62,638.00	131,460.90	17,250,438.90
1/5/2026	66,979.60	64,468.72	131,448.32	17,183,459.30
2/5/2026	67,231.60	64,218.41	131,450.01	17,116,227.70
3/5/2026	73,717.80	57,776.78	131,494.58	17,042,509.90
4/5/2026	67,762.00	63,691.65	131,453.65	16,974,747.90
5/5/2026	70,077.50	61,392.00	131,469.50	16,904,670.40
6/5/2026	68,280.70	63,176.51	131,457.21	16,836,389.70
7/5/2026	70,581.40	60,891.61	131,473.01	16,765,808.30
8/5/2026	68,803.30	62,657.55	131,460.85	16,697,005.00

**Glenville State College
Lease Payment Schedule**

Date	Principal	Interest	Total Lease Payment	Purchase Option (1)
9/5/2026	69,062.20	62,400.42	131,462.62	16,627,942.80
10/5/2026	71,340.50	60,137.73	131,478.23	16,556,602.30
11/5/2026	69,590.50	61,875.70	131,466.20	16,487,011.80
12/5/2026	71,853.70	59,628.03	131,481.73	16,415,158.10
1/5/2027	70,122.80	61,347.09	131,469.89	16,345,035.30
2/5/2027	70,386.60	61,085.03	131,471.63	16,274,648.70
3/5/2027	76,578.20	54,935.98	131,514.18	16,198,070.50
4/5/2027	70,939.70	60,535.79	131,475.49	16,127,130.80
5/5/2027	73,164.30	58,326.46	131,490.76	16,053,966.50
6/5/2027	71,482.00	59,997.24	131,479.24	15,982,484.50
7/5/2027	73,691.00	57,803.32	131,494.32	15,908,793.50
8/5/2027	72,028.20	59,454.70	131,482.90	15,836,765.30
9/5/2027	72,299.30	59,185.51	131,484.81	15,764,466.00
10/5/2027	74,485.00	57,014.82	131,499.82	15,689,981.00
11/5/2027	72,851.70	58,636.95	131,488.65	15,617,129.30
12/5/2027	75,021.50	56,481.95	131,503.45	15,542,107.80
1/5/2028	73,408.10	58,084.31	131,492.41	15,468,699.70
2/5/2028	73,684.30	57,809.97	131,494.27	15,395,015.40
3/5/2028	77,699.20	53,822.68	131,521.88	15,317,316.20
4/5/2028	74,254.00	57,244.21	131,498.21	15,243,062.20
5/5/2028	76,383.80	55,129.07	131,512.87	15,166,678.40
6/5/2028	74,820.90	56,681.25	131,502.15	15,091,857.50
7/5/2028	76,934.40	54,582.22	131,516.62	15,014,923.10
8/5/2028	75,391.90	56,114.10	131,506.00	14,939,531.20
9/5/2028	75,675.60	55,832.35	131,507.95	14,863,855.60
10/5/2028	77,764.70	53,757.61	131,522.31	14,786,090.90
11/5/2028	76,253.00	55,258.91	131,511.91	14,709,837.90
12/5/2028	78,325.60	53,200.58	131,526.18	14,631,512.30
1/5/2029	76,834.70	54,681.21	131,515.91	14,554,677.60
2/5/2029	77,123.90	54,394.06	131,517.96	14,477,553.70
3/5/2029	82,686.30	48,869.79	131,556.09	14,394,867.40
4/5/2029	77,725.20	53,796.82	131,522.02	14,317,142.20
5/5/2029	79,755.70	51,780.33	131,536.03	14,237,386.50
6/5/2029	78,317.80	53,208.28	131,526.08	14,159,068.70
7/5/2029	80,331.30	51,208.63	131,539.93	14,078,737.40
8/5/2029	78,914.90	52,615.37	131,530.27	13,999,822.50
9/5/2029	79,211.80	52,320.45	131,532.25	13,920,610.70
10/5/2029	81,199.70	50,346.21	131,545.91	13,839,411.00
11/5/2029	79,815.40	51,720.95	131,536.35	13,759,595.60
12/5/2029	81,786.10	49,763.87	131,549.97	13,677,809.50
1/5/2030	80,423.60	51,117.01	131,540.61	13,597,385.90
2/5/2030	80,726.20	50,816.45	131,542.65	13,516,659.70
3/5/2030	85,952.30	45,626.24	131,578.54	13,430,707.40
4/5/2030	81,353.40	50,193.54	131,546.94	13,349,354.00
5/5/2030	83,280.00	48,280.16	131,560.16	13,266,074.00
6/5/2030	81,972.90	49,578.27	131,551.17	13,184,101.10

**Glenville State College
Lease Payment Schedule**

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Lease Payment</u>	<u>Purchase Option (1)</u>
7/5/2030	83,881.80	47,682.50	131,564.30	13,100,219.30
8/5/2030	82,597.10	48,958.43	131,555.53	13,017,622.20
9/5/2030	82,907.90	48,649.75	131,557.65	12,934,714.30
10/5/2030	84,790.00	46,780.55	131,570.55	12,849,924.30
11/5/2030	83,538.90	48,023.02	131,561.92	12,766,385.40
12/5/2030	85,403.00	46,171.76	131,574.76	12,680,982.40
1/5/2031	84,174.70	47,391.65	131,566.35	12,596,807.70
2/5/2031	84,491.40	47,077.07	131,568.47	12,512,316.30
3/5/2031	89,365.90	42,236.02	131,601.92	12,422,950.40
4/5/2031	85,145.70	46,427.33	131,573.03	12,337,804.70
5/5/2031	86,963.80	44,621.73	131,585.53	12,250,840.90
6/5/2031	85,793.30	45,784.11	131,577.41	12,165,047.60
7/5/2031	87,592.90	43,996.92	131,589.82	12,077,454.70
8/5/2031	86,445.80	45,136.13	131,581.93	11,991,008.90
9/5/2031	86,771.10	44,813.06	131,584.16	11,904,237.80
10/5/2031	88,542.70	43,053.66	131,596.36	11,815,695.10
11/5/2031	87,430.80	44,157.88	131,588.68	11,728,264.30
12/5/2031	89,183.50	42,417.22	131,600.72	11,639,080.80
1/5/2032	88,095.40	43,497.83	131,593.23	11,550,985.40
2/5/2032	88,426.90	43,168.60	131,595.50	11,462,558.50
3/5/2032	91,542.50	40,074.38	131,616.88	11,371,016.00
4/5/2032	89,104.20	42,496.01	131,600.21	11,281,911.80
5/5/2032	90,809.00	40,802.91	131,611.91	11,191,102.80
6/5/2032	89,781.20	41,823.64	131,604.84	11,101,321.60
7/5/2032	91,466.60	40,149.78	131,616.38	11,009,855.00
8/5/2032	90,463.20	41,146.27	131,609.47	10,919,391.80
9/5/2032	90,803.60	40,808.19	131,611.79	10,828,588.20
10/5/2032	92,459.80	39,163.39	131,623.19	10,736,128.40
11/5/2032	91,493.30	40,123.30	131,616.60	10,644,635.10
12/5/2032	93,129.70	38,498.10	131,627.80	10,551,505.40
1/5/2033	92,188.00	39,433.32	131,621.32	10,459,317.40
2/5/2033	92,534.90	39,088.79	131,623.69	10,366,782.50
3/5/2033	96,658.40	34,993.65	131,652.05	10,270,124.10
4/5/2033	93,246.90	38,381.74	131,628.64	10,176,877.20
5/5/2033	94,833.10	36,806.37	131,639.47	10,082,044.10
6/5/2033	93,954.60	37,678.84	131,633.44	9,988,089.50
7/5/2033	95,520.60	36,123.59	131,644.19	9,892,568.90
8/5/2033	94,667.60	36,970.73	131,638.33	9,797,901.30
9/5/2033	95,023.90	36,616.93	131,640.83	9,702,877.40
10/5/2033	96,559.30	35,092.07	131,651.37	9,606,318.10
11/5/2033	95,744.80	35,900.95	131,645.75	9,510,573.30
12/5/2033	97,259.60	34,396.57	131,656.17	9,413,313.70
1/5/2034	96,471.10	35,179.65	131,650.75	9,316,842.60
2/5/2034	96,834.10	34,819.11	131,653.21	9,220,008.50
3/5/2034	100,556.10	31,122.65	131,678.75	9,119,452.40
4/5/2034	97,576.90	34,081.42	131,658.32	9,021,875.50

**Glenville State College
Lease Payment Schedule**

Date	Principal	Interest	Total Lease Payment	Purchase Option (1)
5/5/2034	99,039.30	32,629.12	131,668.42	8,922,836.20
6/5/2034	98,316.80	33,346.62	131,663.42	8,824,519.40
7/5/2034	99,758.00	31,915.35	131,673.35	8,724,761.40
8/5/2034	99,062.20	32,606.37	131,668.57	8,625,699.20
9/5/2034	99,434.90	32,236.15	131,671.05	8,526,264.30
10/5/2034	100,844.10	30,836.66	131,680.76	8,425,420.20
11/5/2034	100,188.60	31,487.67	131,676.27	8,325,231.60
12/5/2034	101,576.20	30,109.59	131,685.79	8,223,655.40
1/5/2035	100,947.90	30,733.63	131,681.53	8,122,707.50
2/5/2035	101,327.70	30,356.36	131,684.06	8,021,379.80
3/5/2035	104,630.10	27,076.61	131,706.71	7,916,749.70
4/5/2035	102,102.80	29,586.65	131,689.45	7,814,646.90
5/5/2035	103,435.60	28,262.97	131,698.57	7,711,211.30
6/5/2035	102,876.20	28,818.51	131,694.71	7,608,335.10
7/5/2035	104,186.90	27,516.81	131,703.71	7,504,148.20
8/5/2035	103,655.40	28,044.67	131,700.07	7,400,492.80
9/5/2035	104,045.50	27,657.29	131,702.79	7,296,447.30
10/5/2035	105,322.70	26,388.82	131,711.52	7,191,124.60
11/5/2035	104,833.30	26,874.83	131,708.13	7,086,291.30
12/5/2035	106,088.00	25,628.75	131,716.75	6,980,203.30
1/5/2036	105,627.00	26,086.57	131,713.57	6,874,576.30
2/5/2036	106,024.50	25,691.82	131,716.32	6,768,551.80
3/5/2036	108,066.70	23,663.61	131,730.31	6,660,485.10
4/5/2036	106,830.10	24,891.71	131,721.81	6,553,655.00
5/5/2036	108,027.70	23,702.39	131,730.09	6,445,627.30
6/5/2036	107,638.70	24,088.74	131,727.44	6,337,988.60
7/5/2036	108,813.10	22,922.39	131,735.49	6,229,175.50
8/5/2036	108,453.20	23,279.81	131,733.01	6,120,722.30
9/5/2036	108,861.30	22,874.50	131,735.80	6,011,861.00
10/5/2036	110,000.70	21,742.90	131,743.60	5,901,860.30
11/5/2036	109,684.90	22,056.56	131,741.46	5,792,175.40
12/5/2036	110,800.80	20,948.37	131,749.17	5,681,374.60
1/5/2037	110,514.60	21,232.56	131,747.16	5,570,860.00
2/5/2037	110,930.50	20,819.54	131,750.04	5,459,929.50
3/5/2037	113,336.20	18,430.30	131,766.50	5,346,593.30
4/5/2037	111,774.40	19,981.41	131,755.81	5,234,818.90
5/5/2037	112,830.50	18,932.60	131,763.10	5,121,988.40
6/5/2037	112,619.60	19,142.01	131,761.61	5,009,368.80
7/5/2037	113,651.50	18,117.22	131,768.72	4,895,717.30
8/5/2037	113,471.10	18,296.38	131,767.48	4,782,246.20
9/5/2037	113,898.10	17,872.32	131,770.42	4,668,348.10
10/5/2037	114,893.40	16,883.86	131,777.26	4,553,454.70
11/5/2037	114,759.00	17,017.27	131,776.27	4,438,695.70
12/5/2037	115,729.70	16,053.28	131,782.98	4,322,966.00
1/5/2038	115,626.40	16,155.88	131,782.28	4,207,339.60
2/5/2038	116,061.50	15,723.76	131,785.26	4,091,278.10

Glenville State College
Lease Payment Schedule

Date	Principal	Interest	Total Lease Payment	Purchase Option (1)
3/5/2038	117,988.10	13,810.34	131,798.44	3,973,290.00
4/5/2038	116,942.20	14,849.07	131,791.27	3,856,347.80
5/5/2038	117,850.40	13,947.12	131,797.52	3,738,497.40
6/5/2038	117,825.70	13,971.60	131,797.30	3,620,671.70
7/5/2038	118,708.60	13,094.76	131,803.36	3,501,963.10
8/5/2038	118,715.80	13,087.61	131,803.41	3,383,247.30
9/5/2038	119,162.60	12,643.95	131,806.55	3,264,084.70
10/5/2038	120,007.20	11,805.11	131,812.31	3,144,077.50
11/5/2038	120,062.60	11,750.12	131,812.72	3,024,014.90
12/5/2038	120,881.50	10,936.85	131,818.35	2,903,133.40
1/5/2039	120,969.30	10,849.65	131,818.95	2,782,164.10
2/5/2039	121,424.50	10,397.57	131,822.07	2,660,739.60
3/5/2039	122,850.40	8,981.47	131,831.87	2,537,889.20
4/5/2039	122,343.70	9,484.66	131,828.36	2,415,545.50
5/5/2039	123,097.30	8,736.22	131,833.52	2,292,448.20
6/5/2039	123,267.30	8,567.39	131,834.69	2,169,180.90
7/5/2039	123,994.50	7,845.20	131,839.70	2,045,186.40
8/5/2039	124,197.80	7,643.32	131,841.12	1,920,988.60
9/5/2039	124,665.10	7,179.16	131,844.26	1,796,323.50
10/5/2039	125,352.30	6,496.70	131,849.00	1,670,971.20
11/5/2039	125,606.00	6,244.79	131,850.79	1,545,365.20
12/5/2039	126,266.20	5,589.07	131,855.27	1,419,099.00
1/5/2040	126,553.80	5,303.49	131,857.29	1,292,545.20
2/5/2040	127,030.00	4,830.53	131,860.53	1,165,515.20
3/5/2040	127,791.00	4,074.77	131,865.77	1,037,724.20
4/5/2040	127,988.90	3,878.21	131,867.11	909,735.30
5/5/2040	128,581.00	3,290.21	131,871.21	781,154.30
6/5/2040	128,954.40	2,919.35	131,873.75	652,199.90
7/5/2040	129,518.80	2,358.79	131,877.59	522,681.10
8/5/2040	129,927.00	1,953.38	131,880.38	392,754.10
9/5/2040	130,416.00	1,467.81	131,883.81	262,338.10
10/5/2040	130,938.60	948.79	131,887.39	131,399.50
11/5/2040	131,399.50	491.07	131,890.57	
Total	25,500,000.00	20,410,878.65	45,910,878.65	

(1) Purchase option amount after timely payment of scheduled lease payment amount on such date (if any), plus any accrued interest.

FILED

2009 DEC 21 PM 2:43

GILMER COUNTY CLERK
GLENVILLE, W.VA.

STATE OF WEST VIRGINIA,

GILMER COUNTY COMMISSION CLERK'S OFFICE

December 21, 2009

The foregoing writing, together with the certificate thereto annexed, was this day admitted to record in said office.

TESTE: *Beverly Marks*, CLERK.

EXHIBIT C
2011 GROUND LEASE

OCTOBER 4, 2000 RETURNED TO:
R TERRY BUTCHER, ATTY AT LAW
GLENVILLE WV 26351

BOOK 435 PAGE 279

No. 3529

AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT, made as of the 1st day of September, 2000, by and between the WEST VIRGINIA HIGHER EDUCATION INTERIM GOVERNING BOARD, as successor to the BOARD OF DIRECTORS OF THE STATE COLLEGE SYSTEM OF WEST VIRGINIA, a West Virginia public corporation, party of the first part, sometimes hereinafter referred to as "Board" or "Lessor," and the GLENVILLE STATE COLLEGE HOUSING CORPORATION, a West Virginia non-profit corporation, party of the second part, sometimes hereinafter referred to as "Corporation" or "Lessee;"

WHEREAS, this Amended and Restated Lease Agreement amends and restates that certain unrecorded Lease dated January 25, 2000 between the Board of Directors of the State College System of West Virginia and the Corporation; and

WHEREAS, the Board and the Corporation share a common interest in the construction of standard, high-quality, residential-style student housing units on the campus of Glenville State College; and

WHEREAS, the Corporation is willing to arrange financing for and construct and equip such units on the Glenville State College campus; and

WHEREAS, the Corporation is also willing to hold legal title to these housing units and thereafter grant Glenville State College an exclusive, irrevocable license or lease to utilize the same in its missions; and

WHEREAS, Glenville State College is willing to accept such exclusive, irrevocable license or lease; and

WHEREAS, the Board is of the opinion that the construction of such units by the Corporation, and the contributions of these units to the missions of Glenville State College would be of immeasurable benefit and advance the purpose and goals of the Board in the furtherance and management of higher education in West Virginia;

NOW, THEREFORE, WITNESSETH: That for and in consideration of the Corporation's covenant to erect suitable student housing units thereon, the Board does hereby lease to the Corporation, for a term of ninety-nine (99) years, that is until the 25th day of January, 2099, to have and to hold for the purposes hereinbefore recited, all that certain lot or parcel of real estate on the campus of Glenville State College, in Glenville District, Gilmer County, West Virginia, more particularly described in Exhibit A attached hereto and made a part hereof, on the following terms and conditions, to with:

1. If the Corporation should not commence construction of student housing units on the property herein leased within two (2) years from the date of this instrument, then this lease shall automatically terminate and said real estate shall revert to and become the property of the Board or its successor without any action on the part of such Board or its successor.

2. Corporation covenants that the initial buildings or facilities shall not be constructed on the real estate herein described and leased unless and until the plans for such buildings or facilities have been approved by the President of Glenville State College, or his designated project supervisor, and the Board.

3. Corporation covenants that the construction of the initial buildings or facilities shall be in conformance with the wishes of Glenville State College, and all buildings and facilities shall also conform to all applicable building codes and ADA requirements.

4. Corporation covenants that when construction of the student housing units is completed, the Corporation shall hold legal title to the units, but shall immediately grant Glenville State College an exclusive, irrevocable license or lease to utilize the same as housing for residential students of said College pursuant to a Contract of Lease/Purchase between the Corporation and the College. The project will be funded with revenues generated from the rental of the units to the College. The College shall manage the rentals of the units, and shall pay to the Corporation as rent a set monthly rate pursuant to said Contract of Lease/Purchase sufficient to pay the debt service and other costs related to the financing for the project until such time as any financing (and any refinancing thereof) obtained by the Corporation for such project has been paid in full and all deeds of trust or other liens securing such financing have been satisfied and released, at which time the Corporation shall transfer title to the units to Glenville State College and this Lease shall terminate. (Upon obtaining all information on the exact cost of and financing arrangements for the project, the

Corporation and the College shall enter into said Contract of Lease/Purchase which shall establish the term and aforementioned monthly rent and other terms and conditions of such lease to the College.)

5. Corporation covenants that the contractor constructing the facility shall be required to secure insurance and grant construction warranties suitable to Glenville State College, and to provide a performance bond and a labor and material payment bond for the full value of the contract.

6. This Lease may not be cancelled until such time as all principal, interest, redemption premium, if any, and other costs relating to all financing (and any refinancings thereof) obtained by the Corporation for such project has been paid in full and all deeds of trust and other liens securing such financing have been satisfied and released, and any attempt to do so shall be null and void and of no force or effect.

7. This Lease shall inure to the benefit of, be binding upon and be enforceable by the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Lease Agreement to be executed by their duly authorized officers as of the date and year first written above.

WEST VIRGINIA HIGHER EDUCATION
INTERIM GOVERNING BOARD

By: 

Interim Chancellor

GLENVILLE STATE COLLEGE
HOUSING CORPORATION

By: 

THOMAS H. POWELL

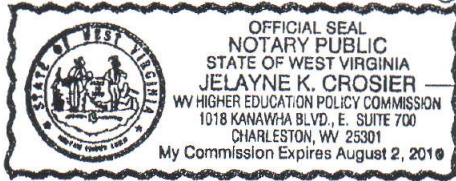
Its: President

STATE OF WEST VIRGINIA,
COUNTY OF Kanawha, to-wit:

The foregoing instrument was acknowledged before me this 26 day of September, 2000 by John F. Shultz, Interim Chancellor of the West Virginia Higher Education Interim Governing Board, on behalf of the Board.

My commission expires: Aug 2, 2010

[SEAL]



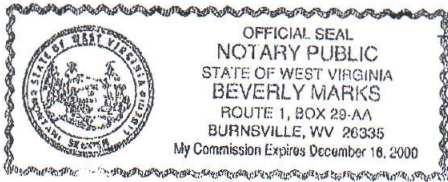
Jelayne K. Crosier
NOTARY PUBLIC

STATE OF WEST VIRGINIA,
COUNTY OF Hilmer, to-wit:

The foregoing instrument was acknowledged before me this 22 day of September, 2000 by Thomas H. Powell, President of Glenville State College Housing Corporation, on behalf of the Corporation.

My commission expires: Dec 16, 2000

[SEAL]



Beverly Marks
NOTARY PUBLIC

This instrument was prepared by:
Bruce R. Walker
Attorney at Law
1018 Kanawha Boulevard, East
Suite 700
Charleston, West Virginia 25301

Camden P. Siegrist
Attorney at Law
600 Quarrier Street
Charleston, West Virginia 25301

DESCRIPTION OF PARTITION SURVEY

FOR

GLENVILLE STATE COLLEGE HOUSING CORPORATION

A tract or parcel of land lying along County Route 119/8, known as Mineral Road, and being situate on the waters of Sycamore Run in Glenville District, Gilmer County, West Virginia, and more particularly described as follows:

Beginning at a Point in the center of County Route 119/8 just north of the intersection of the road to College Housing, from which a Fire Hydrant bears S 38-50-10 W at 39.38 feet, a 1 1/2-inch Brass Disk in concrete known as GSC Station "Azimuth Mark" bears N 18-37-47 W at 552.85 feet, thence with the center of said road for the next two (2) calls;

N 09-37-00 E 242.71 feet to a Point, thence;

N 09-59-30 E 643.66 feet to a Point, in the center of said road, from which a 1-inch galvanized Iron Pipe with a yellow plastic cap, found at the southwest corner of the Beall 40.971 acre tract that is shown on a map recorded in Plat Book 4 on Page 36 bears N 07-35-50 E at 338.45 feet, thence leaving the center of said road and with three (3) new partition lines through the parent tract of 78.25 acres;

S 43-12-40 E at 17.41 feet passing 0.6 feet right of a Sign Post, at 18.85 feet passing a 3/4-inch by 30-inch Reinforcing Rod with a yellow plastic cap stamped "SLS INC 462-5634" hereinafter referred to as a "Rebar", set, in all 386.00 feet to a Rebar, set, thence;

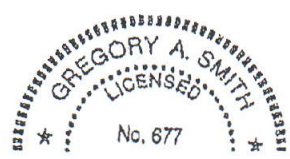
S 09-58-30 W at 286.00 feet passing a Rebar set, on the south side of a small drain, in all 620.60 feet to a Rebar, set, thence;

N 89-56-10 W 204.01 feet to a Rebar, set, from which a Plugged Gas Well bears S 00-43-20 W at 161.14 feet, thence;

N 79-40-40 W at 87.94 feet passing a 14-inch Scotch Pine, in all 106.56 feet to the place of beginning, containing a total of 5.387 acres, more or less, however there is hereby excepted and reserved 0.303 acres, more or less, contained in the right-of-way of County Route 119/8, thereby leaving a net area of 5.084 acres, more or less, as surveyed by Smith Land Surveying, Inc. in August 2000, and as shown on a plat attached hereto and made apart of this description.

Being a portion of the same tract or parcel of land that was conveyed to the State Board of Control from E. G. Rohrbough et ex., by deed dated the 12th day of September, 1919, and recorded in the Office of the County Clerk of Gilmer County, West Virginia, in Deed Book 88 on Page 494.

Smith Land Surveying, Inc.
 P.O. Box 150
 Glenville, WV 26351



THIS SURVEY ORDERED TO THE GLENVILLE STATE COLLEGE HOUSING UNIT IS REFERENCED TO TRUE NORTH AND WAS ESTABLISHED FROM THE TWO G.S.C. STATIONS AS SHOWN HEREON.



PLAT OF PARTITION SURVEY FOR GLENVILLE STATE COLLEGE HOUSING CORPORATION

BEING A PORTION OF THE SAME TRACT OR PARCELS OF LAND AS CONVERTED TO THE STATE BOARD OF CONTROL FROM E.G. ROHRBROUGH ET UX BY A DEED DATED THE 12TH DAY OF SEPTEMBER, 1919, AND RECORDED IN THE OFFICE OF THE COUNTY CLERK OF GILMER COUNTY, WEST VIRGINIA, IN DEED BOOK 88 ON PAGE 494.

**5.387 ACRES ± TOTAL
-0.303 ACRES ± FOR R/W
5.084 ACRES ± NET AREA**

PROJECT SURVEYOR: OCTOBER A. SMITH P.S. 1637
 ROADED BY: JUNE SWARTZ 08/29/00X09/15/00
 FIELD SURVEY: AUGUST 2000
 S.S. COO ME F. 4908 DMC

SMITH LAND SURVEYING, INC.
 P.O. BOX 150 GLENVILLE, WV 26335
 PHONE: 304-634-1234 FAX: 304-634-5555 EMAIL: 3SR@TOL.NET

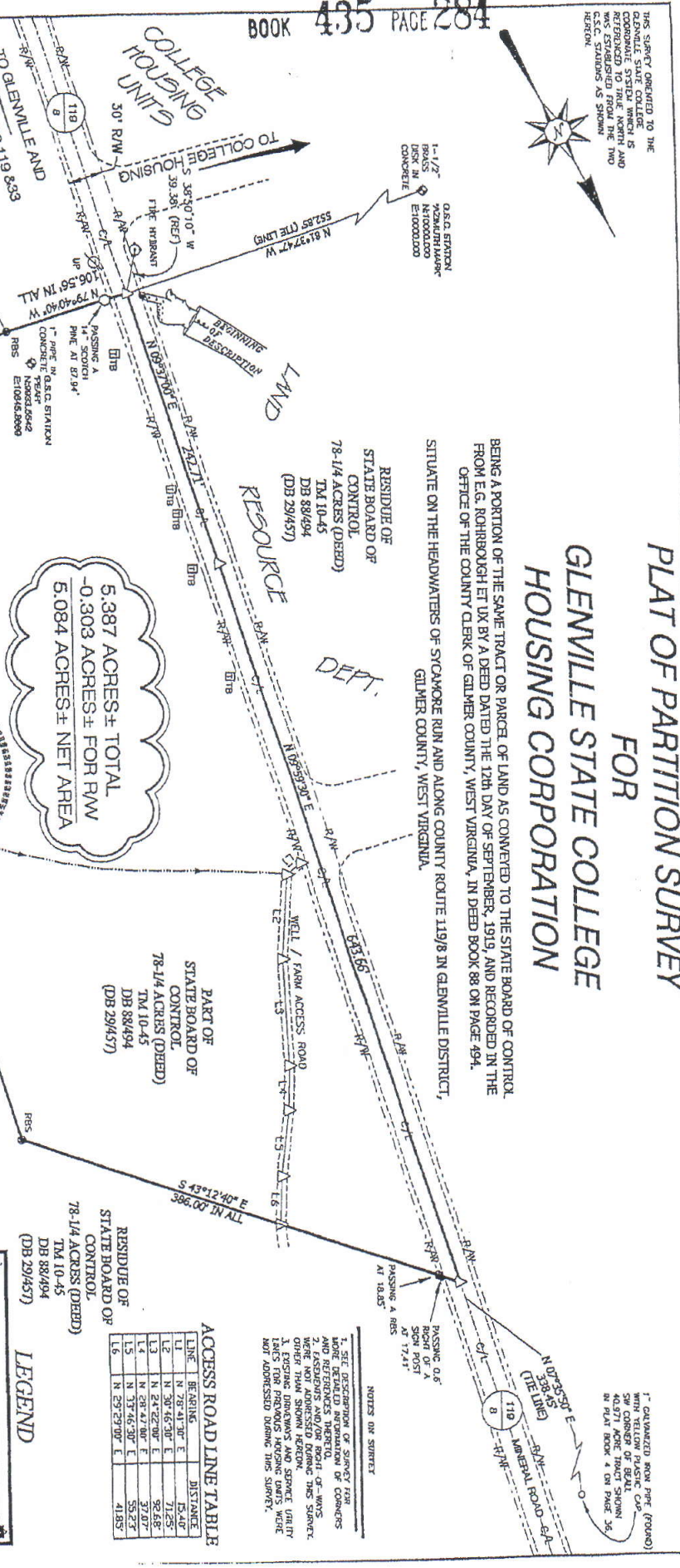
4508

RESIDUE OF STATE BOARD OF CONTROL
 78-1/4 ACRES (DEED)
 TM 10-45
 DB 88/494
 (DB 29/457)

PART OF STATE BOARD OF CONTROL
 78-1/4 ACRES (DEED)
 TM 10-45
 DB 88/494
 (DB 29/457)

RESIDUE OF STATE BOARD OF CONTROL
 78-1/4 ACRES (DEED)
 TM 10-45
 DB 88/494
 (DB 29/457)

RESIDUE OF STATE BOARD OF CONTROL
 78-1/4 ACRES (DEED)
 TM 10-45
 DB 88/494
 (DB 29/457)



ACCESS ROAD LINE TABLE

LINE	BEARING	DISTANCE
L1	N 78°41'30" E	15.40'
L2	N 30°46'30" E	71.25'
L3	N 24°42'00" E	92.68'
L4	N 28°42'00" E	37.07'
L5	N 15°46'30" E	55.23'
L6	N 29°29'00" E	41.85'

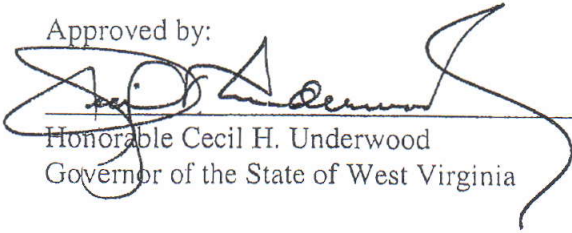
NOTES ON SURVEY

1. SET REVISIONS OF SURVEY FOR THIS SURVEY.
2. REFERENCED INFORMATION OF CORNERS AND REFERENCES HERETO.
3. RESERVES AND/OR RIGHTS OF ANY KIND ARE NOT SHOWN UNLESS OTHERWISE NOTED.
4. EXISTING DRAINAGES AND SERVICE UTILITIES FOR PREVIOUS HOUSING UNITS WERE NOT ADDED TO THIS SURVEY.

LEGEND

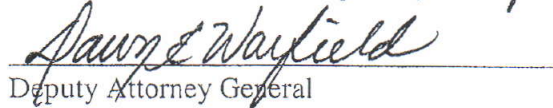
- SURVEYED LINE
- NON-SURVEYED LINE
- PROPOSED TRAVELWAY
- CENTER OF ROAD
- STREAM/DRAIN
- CRESTING FENCE
- TELEPHONE BOX
- IRON PIPE FOUND
- REDUCED POINTS
- CALCULATED SURVEY POINT
- TREE OR SHRUB
- WELL BOOK/PAGE
- 00 000/000
- 00 00

Approved by:


Honorable Cecil H. Underwood
Governor of the State of West Virginia

Darrell V. McGraw, Jr.
Attorney General of the State of West Virginia

Approved as to form this 29th day of September, 2000.


Deputy Attorney General

FILED

00 SEP 28 AM 10:24

GILMER COUNTY CLERK
GLENNVILLE, W.VA.

STATE OF WEST VIRGINIA,
GILMER COUNTY COMMISSION CLERK'S OFFICE September 28, 2000

The foregoing writing, together with the certificate thereto annexed, was this day admitted to record in said office.

TESTE: Beverly Marks, CLERK.

EXHIBIT D
2011 LEASE-PURCHASE AGREEMENT

NOW, THEREFORE, THIS LEASE WITNESSETH:

That for and in consideration of the full and complete performance of the covenants, terms and conditions hereinafter set forth, the Lessor hereby leases unto the Lessee for use by Glenville State College the following described premises (consisting of the leasehold estate further described below), together with any and all improvements now existing or hereafter constructed or placed thereon (collectively, the "Facilities") located in Glenville District, Gilmer County, West Virginia, and being more particularly described as follows:

All that certain tract or parcel of land situate in Glenville District, Gilmer County, West Virginia and being more particularly bounded and described in Exhibit A attached hereto.

The premises constituting a portion of the Facilities is a leasehold estate created by that certain Lease dated January 25, 2000 between the Board of Directors of the State College System of West Virginia, as Lessor, and Glenville State College Housing Corporation (Lessor herein), as Lessee, as supplemented and amended by that certain Amended and Restated Lease Agreement dated September 1, 2000 between the West Virginia Higher Education Interim Governing Board, as successor to the Board of Directors of the State College System of West Virginia, as Lessor, and Glenville State College Housing Corporation, as Lessee, of record in the office of the Clerk of the County Commission of Gilmer County, West Virginia, in Deed Book No. 435, page 279.

The parties hereto covenant and bind themselves as follows:

1. Term and Notices.

(a) The term of the Lease shall be for a period of approximately nineteen and one-half (19.5) years, subject to the provisions herein, beginning on May 25, 2011, the Lessee and Glenville State College being the current occupant of the Facilities. This Lease shall be considered renewed for each ensuing fiscal year for the term of the Lease unless it is cancelled by the Lessee before the end of the then current fiscal year. If not sooner terminated, this Lease shall terminate as of the date of payment in full of the Bonds at which time the Lessor shall promptly convey the Facilities to the Lessee as provided in Section 18 herein.

(b) Notices may be given by personal service upon the party(s) entitled to such notice, or by certified mail, duly stamped and directed to the last-known address of the party to be notified, and deposited in the post office. The proper mailing of such notice and not the receipt thereof shall constitute the giving of such notice by either party to the other. A copy of any notice given pursuant to this Lease shall be delivered to United Bank, Inc., as Trustee with respect to the Bonds (the "Trustee"), at the address set forth below. Notices shall be directed as follows:

To the Lessor: President
Glennville State College Housing Corporation
200 High Street
Glennville, West Virginia 26351

To the Lessee: Office of the President
Glennville State College
200 High Street
Glennville, West Virginia 26351

To the Trustee: United Bank, Inc.
500 Virginia Street, East
Charleston, West Virginia 25301
Attn: Corporate Trust Department

2. Rent.

(a) The Lessee shall pay unto the Lessor as rent for the Facilities monthly on or before the first day of each month during the term of this Lease commencing July 1, 2011, for the preceding month, the sum of money specified on the Payment Schedule attached hereto as Exhibit B. As described in 1(a) hereof, Lessee and Glennville State College have taken occupancy of the Facilities. Each fiscal year for the term of this Lease shall commence July 1st and end June 30th.

(b) The Lessee hereby covenants that the Lessee shall make all rental payments to the Lessor, in care of United Bank, Inc., 500 Virginia Street, East, Charleston, West Virginia 25301, or at such other address as the Lessor may direct in writing.

(c) The rentals payable hereunder shall be applied by the Lessor, as required by the Bonds and the documents relating thereto, to the payment of the principal of and interest on the Bonds, as more particularly described below, which are being issued to refund the commercial development revenue bonds previously issued to fund construction of the leased Facilities, but in no event shall the Lessee become responsible for payment of Lessor's obligations, including without limitation any obligations relating to the Bonds or any expenses relating thereto. The Series 2011A Bonds are being issued in the aggregate principal par amount of \$4,245,000, bear interest at rates of between 1.5% and 5.25% per annum and finally mature on October 1, 2030 and the Series 2011B Bonds are being issued in the aggregate principal par amount of \$60,000, bear interest at the rate of 4.5% per annum and mature on October 1, 2012. In the event that such rental payments are invested by the Lessor or United Bank, Inc., as Trustee for the Bonds, prior to the same being applied to the principal of and interest on the Bonds, such investment earnings shall likewise be applied to the principal of and interest on the Bonds to the extent the same is not subject to rebate to the United States of America pursuant to Section 148(f) of the Internal Revenue Code of 1986, as amended. In the event of default or termination by the Lessee during the term of the Lease, and the deed of trust hereinafter described to be placed on the Facilities is not foreclosed upon by the holder thereof, Lessor shall sell or liquidate

the Facilities at fair market value and shall satisfy the remainder of the lien outstanding to the extent the proceeds of such sale or liquidation are sufficient for such purpose. In the event there are insufficient funds, Lessee shall not be responsible for the balance. Any excess funds as a result of any such liquidation or foreclosure shall be paid to the Lessee.

(d) Upon payment of the amount required to redeem or otherwise satisfy or defease the Bonds as provided in Section 18 herein, the Lessor shall, at the Lessor's expense, make and deliver to the Lessee a good and proper deed, fully executed and acknowledged and otherwise suitable for recording, with transfer stamps attached thereto as may be required by law, with covenants of general warranty, conveying to Lessee good and marketable title to the leased Facilities and all property upon which the leased Facilities are situated, and all other improvement situated upon said property, subject to reservation, exceptions, conditions, easements, rights-of-way, or other like limitations of record under and by which Lessor is bound in ownership of said property.

3. Utilities and Other Related Services. Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service and other public utilities of every kind furnished to the Facilities incurred after the commencement of the term of this Lease, and shall have all such utilities placed in the name of the Lessee.

4. Construction.

(a) Lessor covenants that Lessor has, at its expense, completed all construction and improvements as designated and specified by the Lessee's architect and approved by Lessor for the Facilities herein leased as further described in the plans dated June 14, 2000, relating to such Facilities. Lessor further covenants that the Facilities are in compliance with all building codes applicable for occupancy by the Lessee, are free from asbestos, and are in substantial compliance with the requirements of the Americans with Disabilities Act (ADA).

(b) During the term of this Lease, if Lessee desires to make structural or other changes to the Facilities and such changes do not materially decrease the value of the Facilities, the Lessee may cause such changes to be made at its own cost and expense.

5. Additional Encumbrances. Lessor shall not add additional encumbrances or liens to the Facilities or property upon which it is located for a purpose other than to construct additions or improvements to the Facilities for use by the Lessee and shall obtain written agreement of the Lessee prior to incurring such additional encumbrance or liens.

6. Maintenance; Compliance with Laws. Lessee shall maintain the leased premises in a clean and presentable condition. The Lessee shall be responsible for making such major and minor repairs or improvements as are required to keep the leased premises in habitable condition for the purposes of the Lessee. The Lessee shall take all actions necessary for the Facilities and the operation thereof to be in compliance with all applicable laws, rules, regulations and ordinances.

7. Taxes, Assessments and Municipal/County Fees. The parties hereto recognize that the Lessor and Lessee are tax-exempt entities and that no taxes or assessments are required to be paid by the Lessor or Lessee under present state law. However, the Lessee shall be responsible for paying any and all municipal or county fees, such as a fire service fee, that may be applicable to the leased Facilities. All taxes and assessments required to be paid by the Lessor shall be the sole responsibility of the Lessor.

8. Suitability. The Lessor warrants the Facilities to be suitable as student housing facilities and for the conduct of Lessee's business.

9. Liability Insurance.

(a) Lessee shall maintain or cause to be maintained through the West Virginia Board of Risk and Insurance Management insurance coverage for the premises providing general liability coverage with limits of not less than \$1,000,000.00 per occurrence. A certificate of insurance shall be delivered to Lessor.

(b) It is further agreed that the Issuer, Trustee and Glenville State College Housing Corporation, Lessor herein, will be listed as an additional liability insured insofar as concerns the premises herein leased.

10. Transfer or Assignment of Lease. Lessee shall not transfer or assign this Lease or sublease the subject premises without the prior written consent of Lessor, provided that Lessee shall be permitted to transfer or assign this Lease or sublease the subject premises to another agency of the State of West Virginia so long as such transfer, assignment or subleasing, as the case may be, does not adversely affect the exclusion of the interest on the Series 2011A Bonds from the gross income of the holders thereof for federal income tax purposes. Any transfer or assignment of the premises by the Lessor shall be made expressly subject to the terms of this Lease. Lessee acknowledges and agrees that Lessor has assigned this Lease to United Bank, Inc., as Trustee for the Owners of the Bonds. Lessor covenants that it shall make no further assignment without the prior written consent of Lessee and the Trustee, which consent shall not be unreasonably withheld, and the approval of the agreement by the Attorney General of West Virginia.

11. Neglect of Premises. Lessee shall not commit waste on the premises herein leased, and that premises will be returned to the Lessor at any termination of this Lease in substantially as good condition as at the commencement thereof, damages from natural elements, normal depreciation and decay excepted.

12. Default by Lessee. In the event Lessee defaults in any of the covenants contained herein, the Lessor shall notify the Lessee, in writing, of such default and if such default is not corrected within sixty (60) days after receipt of notification, the Lessor may notify Lessee that the Lease is terminated, and re-enter the premises herein leased, provided that, the Lessor may not terminate this Lease without the prior written consent of the Trustee.

13. Provisions for Immediate Termination. It is agreed by and between the parties hereto that this Lease shall be considered cancelled without further obligation of the Lessee if the Legislature of West Virginia or the federal government fails to appropriate sufficient funds for this Lease or should otherwise act to impair this Lease or cause it to be cancelled (West Virginia Code Section 18B-19-12(e)(2)), or in the event it shall become unlawful to maintain a State facility on leased premises. In the event of a termination in accordance with this section, the Lessee shall redeliver possession of the premises to the Lessor within thirty (30) days and Lessee shall thereupon be relieved from any and all obligation hereunder or concerning the premises except for the responsibilities of Lessee for the rent accruing prior to such date of redelivery.

14. Cancellation of Lease. It is further agreed by and between the parties hereto that the Lessee shall have the right to cancel this Lease without further obligation on the part of the Lessee upon giving thirty (30) days written notice to the Lessor, such notice being given at least thirty (30) days prior to the last day of the succeeding month in accordance with West Virginia Code Section 18B-19-12(e)(1). In the event of a termination or cancellation of this Lease pursuant to Section 13 or Section 14 hereof, the Lessor agrees to indemnify and hold harmless the Lessee and the State of West Virginia for any costs and expenses, other than the ordinary costs and expenses, resulting from such termination or cancellation.

15. Removal of Machinery and Equipment. It is understood and agreed that all machinery and equipment installed by Lessee, or placed upon the premises herein leased incident to Lessee's business, whether annexed to the freehold or not, shall remain the personal property of Lessee, and Lessee shall have the privilege and right to remove the same at any time during the term of this Lease, provided the premises are restored to as good condition as existed prior to the installation of said machinery and equipment, reasonable wear and tear excepted.

16. Quiet Enjoyment of Facilities. The Lessor covenants that as of the date of this Lease, Lessor is the owner of the Facilities, in fee simple with respect to the improvements and a leasehold interest with respect to the land, free of all liens, encumbrances and any outstanding interests whatsoever excepting only the obligations noted hereinbefore in paragraph 2, and that upon payment of the rentals as hereinbefore set forth, it will warrant and defend the title of Lessee against any and all claims whatsoever, not arising hereunder, during the term of this Lease; and the Lessee shall, at all times during the term of this Lease, peaceably and quietly have, hold and enjoy the Facilities.

17. Damage to Facilities by Fire, etc. It is agreed by and between the parties hereto that the Lessee shall insure the Facilities in an amount equal to at least the replacement value of the Facilities or the outstanding interest and principal due on the Bonds, whichever is greater, with all risk insurance coverage, for the term of this Contract of Lease/Purchase or until termination of the Contract of Lease/Purchase, whichever occurs first. In the event of any loss due to fire, natural elements, or other cause to such an extent that continued occupancy by the Lessee would be impractical, the Lessee shall give immediate notice thereof to the Lessor, and may, at its option, vacate the premises without further obligation or exercise its right to purchase the Facilities pursuant to paragraph 18 herein. The proceeds of any insurance claim upon the

premises shall go to the Lessor, Lessee and the Trustee for the Owners of the Bonds, as their interests may appear.

18. Right to Purchase. Lessor hereby grants unto Lessee the right to purchase the leased Facilities prior to expiration of the lease period, and for a period of 120 days thereafter, unless otherwise agreed by the parties hereto, together with all improvements thereon, at any time for a sum equal to the amount required to redeem or otherwise satisfy or defease the Bonds on the date of such purchase and payment therefor. Lessor at the time of consummation of said transfer or sale shall make and deliver to Lessee a good and proper deed, duly executed and acknowledged, and otherwise suitable for recording, together with such transfer stamps as may be required by law, with covenants of general warranty, conveying good and marketable title to the Facilities, subject to all reservations, exceptions, conditions, easements, rights-of-way or other like limitation of record under and by which Lessor is bound in ownership of the Facilities.

19. Deed of Trust. The parties hereto acknowledge and agree that the Lessor shall be permitted to execute and deliver a first priority lien credit line deed of trust and security agreement on the Facilities to secure the Bonds and any obligations of Lessor relating thereto. The parties further acknowledge and agree that this Lease shall be subject to and subordinate to such deed of trust. The parties hereto further acknowledge and agree that, at the option of the purchaser of the Facilities at a foreclosure under such deed of trust, this Lease may be cancelled or may be continued in full force and effect in accordance with its terms.

20. Parties Bound. The covenants and conditions herein obtained shall apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto.

21. Maintaining Exemption from Federal Income Tax. The parties covenant that they will take any and all action reasonably necessary to maintain the exemption from federal income taxation of the interest on the Series 2011A Bonds, and that they will not perform or fail to perform any act or enter into any agreement or use or permit the use of the Facilities or any portion thereof in a manner that shall have the effect of terminating or denying the exemption from federal income taxation of the interest on the Series 2011A Bonds, including, without limitation, leasing all or any portion of the Facilities or contracting with a third party for use or operation of all or any portion of the Facilities if entering into such lease or contract will have such effect.

22. Time of the Essence. Time is of the essence of this Lease, and of each and every covenant, term, conditions and provision hereof.

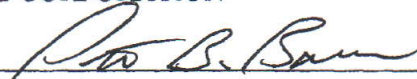
23. Headings. The headings to the various paragraphs of this Lease have been inserted for reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

24. Severability. Any provisions of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Lease.

[Rest of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed to this Contract of Lease/Purchase.

GLENVILLE STATE COLLEGE
HOUSING CORPORATION

By: 
Its: President

THE STATE OF WEST VIRGINIA, BY THE
GLENVILLE STATE COLLEGE
BOARD OF GOVERNORS

By: 
President, Glenville State College

Darrell V. McGraw, Jr.
Attorney General of the State of West Virginia

Approved as to form this 24th day of May, 2011.

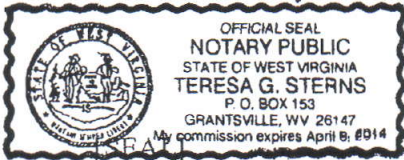

Deputy Attorney General

**APPROVED FOR
ONE FISCAL YEAR**

STATE OF WEST VIRGINIA,
COUNTY OF GILMER, to-wit:

The foregoing instrument was acknowledged before me this 19th day of MAY, 2011 by Peter B. Barr, President of the GLENVILLE STATE COLLEGE HOUSING CORPORATION, a West Virginia nonprofit corporation, on behalf of the corporation.

My commission expires: APRIL 6, 2014.

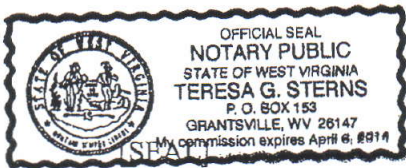


Teresa G. Sterns
NOTARY PUBLIC

STATE OF WEST VIRGINIA,
COUNTY OF GILMER, to-wit:

The foregoing instrument was acknowledged before me this 19th day of MAY, 2011 by Peter B. Barr, President of Glenville State College and authorized representative of the STATE OF WEST VIRGINIA, BY THE GLENVILLE STATE COLLEGE BOARD OF GOVERNORS, on behalf of Glenville State College Board of Governors.

My commission expires: APRIL 6, 2014.



Teresa G. Sterns
NOTARY PUBLIC

BOOK 499 PAGE 0682

EXHIBIT A

REAL ESTATE DESCRIPTION



DESCRIPTION OF PARTITION SURVEY

FOR

GLENVILLE STATE COLLEGE HOUSING CORPORATION

A tract or parcel of land lying along County Route 119/8, known as Mineral Road, and being situate on the waters of Sycamore Run in Glenville District, Gilmer County, West Virginia, and more particularly described as follows:

Beginning at a Point in the center of County Route 119/8 just north of the Intersection of the road to College Housing, from which a Fire Hydrant bears S 38-50-10 W at 39.38 feet, a 1 1/2-inch Brass Disk in concrete known as GSC Station "Azimuth Mark" bears N 18-37-47 W at 552.85 feet, thence with the center of said road for the next two (2) calls;

N 09-37-00 E 242.71 feet to a Point, thence;

N 09-59-30 E 643.66 feet to a Point, in the center of said road, from which a 1-inch galvanized Iron Pipe with a yellow plastic cap, found at the southwest corner of the Beall 40.971 acre tract that is shown on a map recorded in Plat Book 4 on Page 36 bears N 07-35-50 E at 338.45 feet, thence leaving the center of said road and with three (3) new partition lines through the parent tract of 78.25 acres;

S 43-12-40 E at 17.41 feet passing 0.6 feet right of a Sign Post, at 18.85 feet passing a 3/4-inch by 30-inch Reinforcing Rod with a yellow plastic cap stamped "SLS INC 462-5634" hereinafter referred to as a "Rebar", set, in all 386.00 feet to a Rebar, set, thence;

S 09-58-30 W at 286.00 feet passing a Rebar set, on the south side of a small drain, in all 620.60 feet to a Rebar, set, thence;

N 89-56-10 W 204.01 feet to a Rebar, set, from which a Plugged Gas Well bears S 00-43-20 W at 161.14 feet, thence;

N 79-40-40 W at 87.94 feet passing a 14-inch Scotch Pine, in all 106.56 feet to the place of beginning, containing a total of 5.387 acres, more or less, however there is hereby excepted and reserved 0.303 acres, more or less, contained in the right-of-way of County Route 119/8, thereby leaving a net area of 5.084 acres, more or less, as surveyed by Smith Land Surveying, Inc. in August 2000, and as shown on a plat attached hereto and made apart of this description.

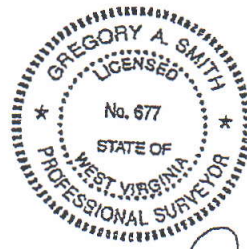
Being a portion of the same tract or parcel of land that was conveyed to the State Board of Control from E. G. Rohrbough et ex., by deed dated the 12th day of September, 1919, and recorded in the Office of the County Clerk of Gilmer County, West Virginia, in Deed Book 88 on Page 494.

Smith Land Surveying, Inc.
P.O. Box 150
Glenville, WV 26351

Gregory A. Smith, P.S.
Project Surveyor

September 14, 2000

GAS/mw
4508desc



Gregory A. Smith

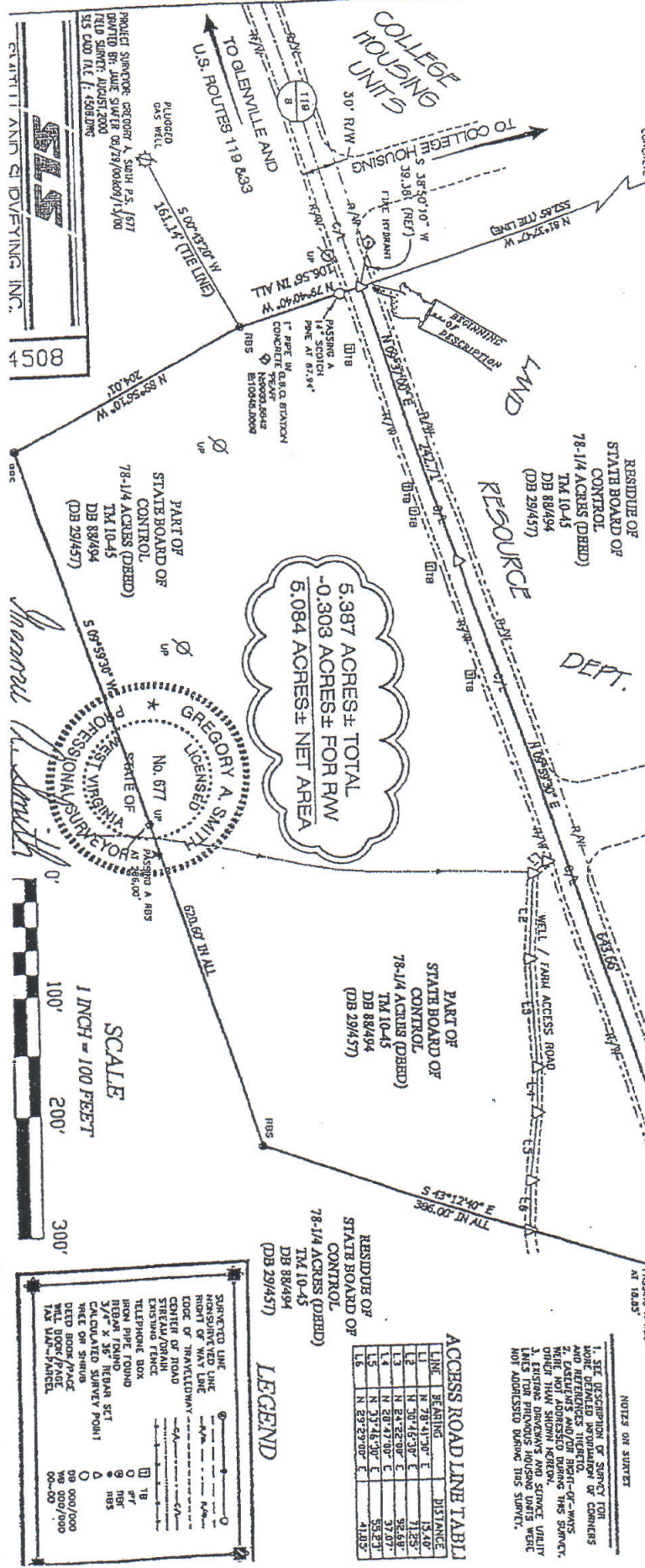
EXHIBIT A

THIS SURVEY ORIGINATED TO THE
 COLONIAL STATE COLLEGE WHICH IS
 RECORDED TO THE NORTH AND
 WAS ESTABLISHED FROM THE TWO
 O.G.S. STATIONS AS SHOWN
 HEREON.



PLAT OF PARTITION SURVEY FOR GLENVILLE STATE COLLEGE HOUSING CORPORATION

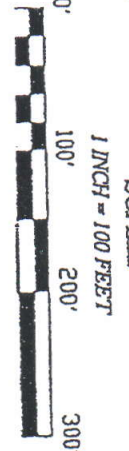
BEING A PORTION OF THE SAME TRACT OR PARCEL OF LAND AS CONVEYED TO THE STATE BOARD OF CONTROL
 FROM E.G. ROHRBOUGH ET UX BY A DEED DATED THE 12TH DAY OF SEPTEMBER, 1919, AND RECORDED IN THE
 OFFICE OF THE COUNTY CLERK OF GILMER COUNTY, WEST VIRGINIA, IN DEED BOOK 88 ON PAGE 494.
 SITUATE ON THE HEADWATERS OF STICKMORE RUN AND ALONG COUNTY ROUTE 119/B IN GLENVILLE DISTRICT,
 GILMER COUNTY, WEST VIRGINIA.



PROJECT SURVEYOR: GREGORY A. SMITTY P.S., 617
 REPORTED BY: JUNE SIVITER 08/28/0809/13/00
 FIELD SURVEY: AUGUST 2000
 S.S. CAD FILE #: 4508.DWG

4508

SCALE
 1 INCH = 100 FEET



LEGEND

	SURVEYED LINE
	NON-SURVEYED LINE
	RIGHT OF WAY LINE
	CENTER OF ROADWAY
	EXISTING FENCE
	TELEPHONE BOX
	IRON PIPE FOUND
	REBAR FOUND
	3/4" x 3/8" REBAR SET
	WELL BOOK PAGE
	TAX MAP PARCEL

ACCESS ROAD LINE TABLE

LINE	BEARING	DISTANCE
L1	N 78° 41' 30" E	13.40'
L2	N 50° 16' 30" E	11.25'
L3	N 84° 32' 00" E	58.59'
L4	N 28° 47' 00" E	37.07'
L5	N 57° 46' 30" E	35.13'
L6	N 83° 32' 00" E	41.85'

NOTES ON SURVEY

- SEE DESCRIPTION OF SURVEY FOR MORE DETAILS.
- EXISTING AND/OR RIGHT-OF-WAYS WERE NOT ADDED DURING THIS SURVEY. OTHER THAN SHOWN HEREON. SURVEY UNLESS SHOWN PREVIOUS HOUSING UNITS WERE NOT ADDED DURING THIS SURVEY.

1" QUADRANTED BROWN PAPER (FROM
 WITH YELLOW PASTIC CAP)
 SW CORNER OF BEALL
 40.271 ACRES TRACT SHOWN
 IN PLAN BOOK 4 ON PAGE 36.

BOOK 499 PAGE 0685

EXHIBIT B

PAYMENT SCHEDULE

\$4,305,000

The County Commission of Gilmer County, West Virginia
Commercial Development Refunding Revenue Bonds
(Glenville State College Housing Corporation Project)
Series 2011 A & B

Schedule of Rents

<u>Date</u>	<u>Monthly Rental Payment</u>
07/01/2011	32,337.38
08/01/2011	32,337.38
09/01/2011	32,337.38
10/01/2011	28,383.56
11/01/2011	28,383.55
12/01/2011	28,383.55
01/01/2012	28,383.55
02/01/2012	28,383.54
03/01/2012	28,383.54
04/01/2012	28,383.54
05/01/2012	28,383.54
06/01/2012	28,383.54
07/01/2012	28,383.53
08/01/2012	28,383.53
09/01/2012	28,383.53
10/01/2012	28,114.80
11/01/2012	28,114.79
12/01/2012	28,114.79
01/01/2013	28,114.79
02/01/2013	28,114.79
03/01/2013	28,114.79
04/01/2013	28,114.80
05/01/2013	28,114.79
06/01/2013	28,114.79
07/01/2013	28,114.79
08/01/2013	28,114.79
09/01/2013	28,114.79
10/01/2013	28,256.47
11/01/2013	28,256.46
12/01/2013	28,256.46
01/01/2014	28,256.46
02/01/2014	28,256.46
03/01/2014	28,256.46
04/01/2014	28,256.46
05/01/2014	28,256.46
06/01/2014	28,256.46
07/01/2014	28,256.45

\$4,305,000

The County Commission of Gilmer County, West Virginia
Commercial Development Refunding Revenue Bonds
(Glenville State College Housing Corporation Project)
Series 2011 A & B

Schedule of Rents

<u>Date</u>	<u>Monthly Rental Payment</u>
08/01/2014	28,256.45
09/01/2014	28,256.45
10/01/2014	28,735.63
11/01/2014	28,735.63
12/01/2014	28,735.63
01/01/2015	28,735.62
02/01/2015	28,735.62
03/01/2015	28,735.62
04/01/2015	28,735.63
05/01/2015	28,735.63
06/01/2015	28,735.63
07/01/2015	28,735.62
08/01/2015	28,735.62
09/01/2015	28,735.62
10/01/2015	28,323.13
11/01/2015	28,323.13
12/01/2015	28,323.13
01/01/2016	28,323.12
02/01/2016	28,323.12
03/01/2016	28,323.12
04/01/2016	28,323.13
05/01/2016	28,323.13
06/01/2016	28,323.13
07/01/2016	28,323.12
08/01/2016	28,323.12
09/01/2016	28,323.12
10/01/2016	28,289.80
11/01/2016	28,289.80
12/01/2016	28,289.80
01/01/2017	28,289.79
02/01/2017	28,289.79
03/01/2017	28,289.79
04/01/2017	28,289.79
05/01/2017	28,289.79
06/01/2017	28,289.79
07/01/2017	28,289.79
08/01/2017	28,289.79

BOOK 499 PAGE 0688

\$4,305,000

The County Commission of Gilmer County, West Virginia
Commercial Development Refunding Revenue Bonds
(Glennville State College Housing Corporation Project)
Series 2011 A & B

Schedule of Rents

<u>Date</u>	<u>Monthly Rental Payment</u>
09/01/2017	28,289.78
10/01/2017	28,213.13
11/01/2017	28,213.13
12/01/2017	28,213.13
01/01/2018	28,213.13
02/01/2018	28,213.13
03/01/2018	28,213.12
04/01/2018	28,213.13
05/01/2018	28,213.12
06/01/2018	28,213.12
07/01/2018	28,213.12
08/01/2018	28,213.12
09/01/2018	28,213.12
10/01/2018	28,508.13
11/01/2018	28,508.13
12/01/2018	28,508.13
01/01/2019	28,508.13
02/01/2019	28,508.13
03/01/2019	28,508.12
04/01/2019	28,508.13
05/01/2019	28,508.12
06/01/2019	28,508.12
07/01/2019	28,508.12
08/01/2019	28,508.12
09/01/2019	28,508.12
10/01/2019	28,324.80
11/01/2019	28,324.80
12/01/2019	28,324.80
01/01/2020	28,324.79
02/01/2020	28,324.79
03/01/2020	28,324.79
04/01/2020	28,324.79
05/01/2020	28,324.79
06/01/2020	28,324.79
07/01/2020	28,324.79
08/01/2020	28,324.79
09/01/2020	28,324.78

BOOK 499 PAGE 0689

\$4,305,000

The County Commission of Gilmer County, West Virginia
Commercial Development Refunding Revenue Bonds
(Glenville State College Housing Corporation Project)
Series 2011 A & B

Schedule of Rents

<u>Date</u>	<u>Monthly Rental Payment</u>
10/01/2020	28,474.80
11/01/2020	28,474.80
12/01/2020	28,474.80
01/01/2021	28,474.79
02/01/2021	28,474.79
03/01/2021	28,474.79
04/01/2021	28,474.79
05/01/2021	28,474.79
06/01/2021	28,474.79
07/01/2021	28,474.79
08/01/2021	28,474.79
09/01/2021	28,474.78
10/01/2021	28,174.80
11/01/2021	28,174.80
12/01/2021	28,174.80
01/01/2022	28,174.79
02/01/2022	28,174.79
03/01/2022	28,174.79
04/01/2022	28,174.79
05/01/2022	28,174.79
06/01/2022	28,174.79
07/01/2022	28,174.79
08/01/2022	28,174.79
09/01/2022	28,174.78
10/01/2022	28,251.88
11/01/2022	28,251.88
12/01/2022	28,251.88
01/01/2023	28,251.88
02/01/2023	28,251.88
03/01/2023	28,251.87
04/01/2023	28,251.88
05/01/2023	28,251.87
06/01/2023	28,251.87
07/01/2023	28,251.87
08/01/2023	28,251.87
09/01/2023	28,251.87
10/01/2023	28,294.59

BOOK 499 PAGE 0690

\$4,305,000

The County Commission of Gilmer County, West Virginia
Commercial Development Refunding Revenue Bonds
(Glennville State College Housing Corporation Project)
Series 2011 A & B

Schedule of Rents

<u>Date</u>	<u>Monthly Rental Payment</u>
11/01/2023	28,294.59
12/01/2023	28,294.58
01/01/2024	28,294.58
02/01/2024	28,294.58
03/01/2024	28,294.58
04/01/2024	28,294.59
05/01/2024	28,294.59
06/01/2024	28,294.58
07/01/2024	28,294.58
08/01/2024	28,294.58
09/01/2024	28,294.58
10/01/2024	28,664.59
11/01/2024	28,664.59
12/01/2024	28,664.58
01/01/2025	28,664.58
02/01/2025	28,664.58
03/01/2025	28,664.58
04/01/2025	28,664.59
05/01/2025	28,664.59
06/01/2025	28,664.58
07/01/2025	28,664.58
08/01/2025	28,664.58
09/01/2025	28,664.58
10/01/2025	28,382.30
11/01/2025	28,382.30
12/01/2025	28,382.30
01/01/2026	28,382.29
02/01/2026	28,382.29
03/01/2026	28,382.29
04/01/2026	28,382.29
05/01/2026	28,382.29
06/01/2026	28,382.29
07/01/2026	28,382.29
08/01/2026	28,382.29
09/01/2026	28,382.28
10/01/2026	28,056.26
11/01/2026	28,056.26

BOOK 499 PAGE 0691

\$4,305,000

The County Commission of Gilmer County, West Virginia
Commercial Development Refunding Revenue Bonds
(Glenville State College Housing Corporation Project)
Series 2011 A & B

Schedule of Rents

<u>Date</u>	<u>Monthly Rental Payment</u>
12/01/2026	28,056.25
01/01/2027	28,056.25
02/01/2027	28,056.25
03/01/2027	28,056.25
04/01/2027	28,056.25
05/01/2027	28,056.25
06/01/2027	28,056.25
07/01/2027	28,056.25
08/01/2027	28,056.24
09/01/2027	28,056.24
10/01/2027	28,519.80
11/01/2027	28,519.80
12/01/2027	28,519.80
01/01/2028	28,519.79
02/01/2028	28,519.79
03/01/2028	28,519.79
04/01/2028	28,519.79
05/01/2028	28,519.79
06/01/2028	28,519.79
07/01/2028	28,519.79
08/01/2028	28,519.79
09/01/2028	28,519.78
10/01/2028	28,479.17
11/01/2028	28,479.17
12/01/2028	28,479.17
01/01/2029	28,479.17
02/01/2029	28,479.17
03/01/2029	28,479.17
04/01/2029	28,479.17
05/01/2029	28,479.17
06/01/2029	28,479.16
07/01/2029	28,479.16
08/01/2029	28,479.16
09/01/2029	28,479.16
10/01/2029	28,437.51
11/01/2029	28,437.51
12/01/2029	28,437.50

\$4,305,000

The County Commission of Gilmer County, West Virginia
Commercial Development Refunding Revenue Bonds
(Glennville State College Housing Corporation Project)
Series 2011 A & B

Schedule of Rents

<u>Date</u>	<u>Monthly Rental Payment</u>
01/01/2030	28,437.50
02/01/2030	28,437.50
03/01/2030	28,437.50
04/01/2030	28,437.50
05/01/2030	28,437.50
06/01/2030	28,437.50
07/01/2030	28,437.50
08/01/2030	28,437.49
09/01/2030	28,437.49

FILED
 2011 MAY 25 AM 11:15
 GILMER COUNTY CLERK
 GLENNVILLE, W.VA.

STATE OF WEST VIRGINIA,

GILMER COUNTY COMMISSION CLERK'S OFFICE May 25, 2011

The foregoing writing, together with the certificate thereto annexed, was this day admitted to record in said office.

TESTE: Jean Butcher, CLERK.

EXHIBIT E
2011BANK LOAN – REAL ESTATE PURCHASE AGREEMENT

REAL ESTATE PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT, made this ___ day of June, 2017, between **GLENVILLE STATE COLLEGE HOUSING CORPORATION**, a West Virginia nonprofit corporation, hereinafter called "Seller", and the **GLENVILLE STATE COLLEGE BOARD OF GOVERNORS**, a public body of the State of West Virginia, hereinafter called "Purchaser";

WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from the Seller, upon the terms and conditions hereinafter set forth, all of Seller's right, title and interest in and to those certain tracts or parcel of lands described on Exhibit A attached hereto, together with the improvements thereon and appurtenances thereunto belonging (hereinafter, the "Real Estate").

The parties hereto do hereby further covenant and agree as follows:

1. In consideration of Seller conveying the Real Estate to Purchaser as provided herein, Purchaser agrees to pay either to Seller or to United Bank, Inc., as directed by Seller, all amounts needed to pay in full, fully satisfy and discharge all obligations of the Seller to United Bank, Inc. with respect to the loan made to Seller by United Bank, Inc. on July 1, 2011, in the original principal amount of \$2,525,000 relating to the Real Estate, including without limitation any amounts needed to discharge, release and terminate any lien or security interest securing such loan (collectively, the "Purchase Price").

2. Seller agrees at closing and upon the payment of the Purchase Price to tender and deliver unto Purchaser one or more quitclaim deeds, conveying the Real Estate, which shall, without limiting the generality of the foregoing, be subject to all taxes, and to any and all leases, covenants, exceptions, reservations, conditions, restrictions, limitations, easements, rights of way and other matters of record which affect the Real Estate or which would be revealed by an accurate ALTA survey or an on-site inspection of the Real Estate.

3. Possession of the Real Estate shall be transferred to the Purchaser at the time of closing.

4. Seller and Purchaser agree that Purchaser shall pay any and all unpaid taxes, if any, and any and all unpaid utility and other charges and fees relating to the Real Estate.

5. Purchaser agrees to pay for the preparation of the deed and the State and County excise tax on the privilege of transferring realty (documentary stamps) to the extent applicable. Purchaser shall also pay for any examination of title to the Real Estate, any survey thereof, any environmental reports, any inspections of the Real Estate and all recording fees and all other costs customarily paid by a buyer of real property.

6. The sale hereby provided for shall be completed and all necessary papers executed and delivered by December 31, 2017, unless such time is extended by the written agreement of the parties.

7. Purchaser expressly covenants and agrees that with respect to the Real Estate that: (i) it has had or will have ample opportunity to inspect the Real Estate, including any improvements, and the environmental condition of the Real Estate; and (ii) that after inspection and acceptance of the quitclaim deeds conveying the Real Estate it accepts and will accept all of the above AS IS, WHERE IS, IN ITS PRESENT CONDITION AND WITH ALL FAULTS AND DEFECTS. It is understood and agreed that no representations or warranties, expressed or implied, of any kind or nature whatsoever, are made by or shall be deemed to be made by Seller with respect to the environmental or physical condition of the Real Estate. SELLER EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE REAL ESTATE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES AS TO ITS ENVIRONMENTAL OR PHYSICAL CONDITION.

8. In consideration of the sale of the Real Estate by Seller to Purchaser, Purchaser agrees to the extent permitted by law to indemnify, defend and hold harmless the Seller, its officers, directors and their respective personal representatives, heirs, successors and assigns from any and all claims and liabilities of any nature whatsoever relating to the Real Estate, including without limitation attorney fees and expenses incurred in connection therewith,

whether the event giving rise to such claim or liability occurred before or after the execution of this Agreement or the closing of the transactions contemplated hereby.

9. Except as may be expressly limited herein, if either party hereto fails or refuses to perform under the terms of this Purchase Agreement, for any reason other than those expressly provided for herein, the non-breaching party may proceed with such remedies as the law provides for the breach of this Purchase Agreement.

10. Seller and Purchaser hereby stipulate and agree that there are no real estate commission or brokerage fees which are or will be due and payable to any broker or real estate agent or concern in connection with the sale of the Real Estate to Purchaser. The parties hereto agree to the extent permitted by law to indemnify each other from all claims, legal actions or losses arising out of any such fee for which they are responsible.

11. This Purchase Agreement represents the whole contract between the parties and no modification or amendment thereto shall be enforceable unless in writing and signed by Seller and Purchaser.

12. Any notice or other communication to the Seller or the Purchaser hereto shall be deemed validly given, served or delivered upon deposit in the United States Mail, certified, return receipt requested, and with proper postage prepaid, addressed as follows:

To Seller:

GLENVILLE STATE COLLEGE HOUSING CORPORATION
Attention: President
200 High Street
Glennville, West Virginia 26351

To Purchaser:

GLENVILLE STATE COLLEGE BOARD OF GOVERNORS
C/O GLENVILLE STATE COLLEGE
Attention: Office of the President
200 High Street
Glennville, West Virginia 26351

or to such other address as the addressee may designate by written notice to the other party, delivered in accordance with the provisions of this paragraph. Except as otherwise set forth herein, notice shall be deemed to have been given upon deposit of the same in the United States Mail.

13. This Purchase Agreement shall be binding upon the parties hereto and their respective heirs, devisees, successors and assigns.

14. The representations, indemnities, agreements and covenants made by Purchaser herein, except as they may be fully performed prior to or contemporaneously with closing, shall survive the closing and delivery of the deed.

[Rest of page intentionally left blank]

WITNESS the following signatures:

SELLER:

GLENVILLE STATE COLLEGE
HOUSING CORPORATION

By: _____
Its: President

PURCHASER:

GLENVILLE STATE COLLEGE
BOARD OF GOVERNORS

By: _____
Its: _____

STATE OF WEST VIRGINIA,
COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of June, 2017, by _____, President of the GLENVILLE STATE COLLEGE HOUSING CORPORATION, a West Virginia nonprofit corporation.

My commission expires: _____.

NOTARY PUBLIC

[SEAL]

STATE OF WEST VIRGINIA,
COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of June 2017, by _____, _____ of the GLENVILLE STATE COLLEGE BOARD OF GOVERNORS, a public body of the State of West Virginia.

My commission expires: _____.

NOTARY PUBLIC

[SEAL]

EXHIBIT A

Parcel 1. The property formerly known as the Conrad Motel located at 100 Conrad Court, Glenville, Gilmer County, West Virginia, and being more particularly described as follows:

All those five certain lots, tracts or parcels of real estate lying and being situate at or near the southeast corner of Conrad Court (formerly called Court Street, South Court Street and Bridge Street) and along the eastern side of Conrad Court and the southern side of Powell Street (formerly called Kanawha Alley), in the City of Glenville, Glenville Corporation, Gilmer County, West Virginia, respectively described more particularly as follows, *to-wit*:

First: A lot on Bridge Street in the City of Glenville, County and State aforesaid, and known as the C.H. Miles Blacksmith Shop Lot and being the same lot occupied by the said C.H. Miles for many years as a blacksmith shop and lot.

Second: Beginning at a stake on the South East Side of Court Street and at its intersection with back alley, thence with the South West side of said Alley, S 41-1/2 E 70 feet to a stake in line of said Alley opposite the dividing line between C. T. Whiting and John Holt lots; thence S 50 W about 49 feet to a stoned planted, corner to C. H. Miles black-smith shop-lot; and with another line of same N 50 E 2 feet to a stake, another corner to said Shop lot, also corner to another black-smith shop lot conveyed to said Shackelford by C. M. Rymer and wife and embraced in this conveyance; thence with the dividing line between the two shop lots, N 41-1/2 W 40 feet to a stake in said Court Street, another corner to said C. H. Miles shop lot; thence with said Court Street N 50 E about 47 feet to the place of beginning, containing about 3350 square feet.

Being the same real estate conveyed to Hallie Conrad as *Lot no. 1* and *Lot no. 2*, respectively, by C. M. Bennett and Loretto K. Bennett, his wife, by deed dated May 6, 1946, and recorded in the Office of the Clerk of the County Commission of Gilmer County, West Virginia, in Deed Book NO. 157, at page 178.

The above described real estate designated as items *First* and *Second*, respectively, is carried on the 2008 Land Book for Gilmer County, West Virginia, in the Glenville Corporation section thereof, against the names Hunter J. Conrad and Madelyn Conrad Kidd as follows, *viz.*, Map 5, Parcel 84, Bridge St Lot 3350 Sq Ft 50 x 55 Fee.

All that certain lot, tract or parcel of real estate lying and being situate along Conrad Court (formerly called Court Street, South Court Street, and Bridge Street) and on the waters of the Little Kanawha River, in the City of Glenville, Glenville Corporation, Gilmer County, West Virginia, more particularly described as follows, *to wit*:

Third: Situate on the Little Kanawha River and adjoining what (was formerly) known as the Planing Mill Lot and beginning at an Iron Pin on the West side of Kanawha Alley, which said pin is located S 14 degrees 35 minutes E 7 feet from a Monongahela Power Company light pole, and also said pin is 168.4 feet from the edge of the curb on Bridge Street, and running thence S 47 degrees 20 minutes W 210 feet to an Iron Pipe near the edge of the Little Kanawha River; thence down the river 68.4 feet to the Gilmer Roller Mill Lot (formerly Smith lot); thence with the Roller Mill lot (formerly Smith lot) 161 feet to a stake; thence in a westerly direction with the Roller Mill lot (formerly Smith lot) 30 feet to the corner of the C. H. Miles lot (Hallie Conrad lot); thence with the back line of the said C. H. Miles lot (Hallie Conrad lot) 49 feet to Kanawha Alley, thence with said Kanawha Alley to the place of beginning.

Being the same real estate conveyed to Hallie Conrad by Overt Hardman by deed dated May 18, 1959, and recorded in the Office of the Clerk of the County Commission of Gilmer County, West Virginia, in Deed Book 197, at page 446.

The above described real estate designated as item *Third* is carried on the 2008 Land Book for Gilmer County, West Virginia, the Glenville Corporation section thereof, against the names Hunter J. Conrad and Madelyn Conrad Kidd as follows, viz., Map 5, Parcel 85, Planing Mill Lot Adj Fee 98 x 269 x 70 x 224 x 30 x 49.

All those two lots, tracts or parcels of real estate lying and being situate along the eastern side of Conrad Court (formerly called Court Street, South Court Street and Bridge Street) and on the waters of the Little Kanawha River, in the City of Glenville, Glenville Corporation, Gilmer County, West Virginia, respectively described more particularly as follows, *to-wit*:

Fourth: Beginning at a stone planted at the Southeast corner of the lot on which the old Blacksmith Shop once stood, formerly owned by J. B. Bond, and running thence with a line of same, N 41 W 69.6 feet to a line of Bridge Street; thence with same, S 49 W 163 feet to a stake on river bank; thence up the river, S 41 E 65 feet to a stake; thence a straight line to the beginning.

Fifth: Beginning at the beginning corner of the above lot, *to-wit*, the Original Mill Lot (designated herein as item *Fourth*), and running Southwest 30 feet to a Stake; and thence a parallel line with said original Mill Lot, about 163 feet to the river, thence down the river, 30 feet to original Mill Lot, above described; thence with same to the beginning, making a strip of land 30 feet wide and about 163 feet deed in length.

Being the same real estate conveyed to Hallie Conrad as *Lot no. 1* and *Lot No. 2*, respectively, by W. T. Smith and Grace A. Smith, his wife, by deed dated January 22, 1965, and recorded in the Office of the Clerk of the County Commission of Gilmer County, West Virginia, in Deed Book NO. 229, at page 158.

Parcel 2. The property formerly known as the Kinney Shoe Factory and now known as The Morris Criminal Justice Training Center located at 103 Academy Drive, Glenville State College, Glenville, Gilmer County, West Virginia, and being more particularly described as follows:

That certain lot, tract or parcel of real estate situate between the State Route 5 and Little Kanawha River, in the City of Glenville, Glenville Corporation, Gilmer County, West Virginia, which is described more particularly as follows, *to-wit*:

Beginning at an iron pin corner of the Audra Stalnaker property; thence S 10 degrees 09' W 206.34 feet to an iron pin set at the corner of the Emma B. Reed property; thence S 6 degrees W 100 feet to an iron pin; thence S 9 degrees E 149 feet to an iron pin; thence S 19 degrees E 158 feet to an iron pin; thence 19 degrees E 65 feet to an iron pin; thence S 24 degrees 28' W 272.78 feet to Little Kanawha River; thence with same and meanders thereof down stream N 85 degrees 45' W 79.22 feet; thence N 78 degrees 05' W 127.07 feet; thence N 68 degrees 15' W 132.08 feet; thence N 48 degrees 40' W 267.16 feet; thence 43 degrees 36' W 132.02 feet; thence N 20 degrees 36' W 177.47 feet; thence N 18 degrees 24' W 164.60 feet; thence leaving said River, N 73 degrees 19' E 86.22 feet to an iron pin; thence N 73 degrees 19' E 364.06 feet to an iron pin; thence N 73 degrees 58' E 353.56 feet to the place of beginning, containing 11.68 acres, more or less *excepting* and *reserving* therefrom that part of parcel thereof containing 0.863 of an acre, more or less, being County Route 5/4, conveyed to the West Virginia Department of Highways by Gilmer County Industrial Development Association by deed dated June 16, 1972, and recorded in the Office of the Clerk of the County Commission of Gilmer County, West Virginia, in Road Book No. 4, at page 265, leaving a residue of 10.81 acres, more or less.

The above described real estate is carried on the 2011 Land Book for Gilmer County, West Virginia, in the Glenville Corporation section thereof, against the name Glenville State College Housing Corporation as follows, *viz.*, Map 1, Parcel 2.1, NS Kanawha & State Rt 5 10.81 Ac Sur.