

A CREDIT LINE DEED OF TRUST,
SECURITY AGREEMENT AND FIXTURE FILING

THIS IS A CREDIT LINE DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING (hereinafter referred to as “Credit Line Deed of Trust”), dated as of June 1, 2025, to be effective as of June 27, 2025, by and among JEFFERSON COUNTY BUILDING COMMISSION, a public corporation, authorized and existing under the laws of the State of West Virginia, whose address is 124 East Washington Street, Charles Town, West Virginia 25414, hereinafter referred to as “Grantor”; Camden P. Siegrist, a resident of Kanawha County, West Virginia, and Corey Bonasso, a resident of Putnam County, West Virginia, hereinafter referred to as “Trustees”; and UNITED BANK, a Virginia banking corporation authorized to do business in West Virginia, whose address is 500 Virginia Street, East, Charleston, West Virginia 25301, its successors and assigns, as Trustee under that certain Bond Indenture and Security Agreement dated as of June 1, 2025, from the Grantor to United Bank, as Trustee (the “Indenture”), hereinafter referred to as the “Secured Party.”

RECITALS

The Grantor has issued its Lease Revenue Bonds (Jefferson County Government and Judicial Complex Project) Series 2025 (the “Bonds”), in the aggregate principal amount of \$16,000,000.00 pursuant to the provisions of Chapter 8, Article 33 and certain provisions of Chapter 8, Article 16 of the Code of West Virginia of 1931, as amended (collectively, the “Act”). The proceeds of the sale of the Bonds will be used by the Grantor to (i) finance costs of acquiring, designing, constructing, renovating, improving, furnishing and equipping a public building constituting a new Jefferson County Government and Judicial Complex and related facilities on the Property, as hereinafter defined, located at 393 North Lawrence Street and 330 North George Street, Charles Town, Jefferson County, West Virginia (the “Project”) for use initially by The County Commission of Jefferson County [West Virginia] (the “County”) for a new Government and Judicial Complex; (ii) pay the premium for a municipal bond insurance policy from Build America Mutual Assurance Company guaranteeing the scheduled payment of the principal of and interest on the Bonds when due, and (iii) pay costs of issuance of the Bonds and related costs. The Grantor has acquired the tract or parcel of land together with the improvements thereon and appurtenances thereunto belonging, located at 393 North Lawrence Street and 330 North George Street, (the “Property”) described in the attached Exhibit A, on which the Project will be designed, constructed, renovated, expanded, improved, furnished and equipped. As provided in the Indenture, the Grantor will use the proceeds of the Bonds to pay all or a portion of the costs of the Project to provide a Government and Judicial Complex for Jefferson County, West Virginia and the inhabitants thereof and to pay issuance costs and related costs. The Grantor has entered into a Lease Agreement dated the date hereof with the County pursuant to which the Property has been leased by the Grantor to the County (the “Lease”) (the Lease and any other lease of the Property by the Grantor permitted by the Indenture are collectively referred to herein as the “Leases”). The Bonds are limited obligations of the Grantor payable solely from the amounts received by the Grantor as payments under the Leases and from any other moneys made available to the Grantor for such purpose.

The Grantor has agreed to secure the payment of the amounts owed pursuant to the principal of (whether due on maturity, redemption or acceleration), premium, if any, and the interest on the Bonds, and its compliance with the terms of the Bonds and the Indenture by this Credit Line Deed of Trust granted to the Trustees for the benefit of the Secured Party, as security for the Bonds, and the Grantor has agreed to pledge the monies to be received pursuant to the Leases, to assign its interest in the Leases and to provide the security of this Credit Line Deed of Trust to the Secured Party for the benefit of the owners of the Bonds.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the indebtedness and trusts set forth herein, and the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the indebtedness hereinafter described and the satisfaction and performance of the covenants and obligations made or undertaken by the Grantor hereunder and under the Indenture and by the County in the Lease and in consideration of the premises, Grantor does hereby GRANT and CONVEY unto the Trustees, IN TRUST WITH POWER OF SALE, all its right, title and interest in those certain lots, parcels or tracts of land together with the improvements thereon and the appurtenances thereunto belonging, situated in Jefferson County, West Virginia, and more particularly bounded and described in the attached Exhibit A, which is incorporated herein by reference.

TOGETHER with all the buildings and improvements now or hereafter erected on the above-described property, all easements, rights, appurtenances, water, water rights, leases, tenancies, licenses and other rights and privileges now or hereafter belonging to or running with such property and all fixtures now or hereafter attached to said property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Credit Line Deed of Trust.

TOGETHER with all equipment, building material and supplies that may now or hereafter become affixed to or incorporated into said property upon becoming so affixed to or incorporated into said property, and all replacements, additions and substitutions thereof or thereto, including but without limiting the generality of the foregoing, all apparatus, appliance, machinery, equipment and articles used to supply or provide or in connection with heat, gas, air conditioning, plumbing, water, lighting, power, elevator, sewerage, refrigeration, cooling, ventilation, sprinkler system and water heater, and all furnishings, equipment or other personal property purchased with the proceeds of the Bonds or other funds held under the Indenture, the determination of which furnishings and equipment have been purchased with the proceeds of the Bonds or other funds held under the Indenture to be established by the records of the Secured Party. All the foregoing real property, interests in real property and other rights and interests therein are herein referred to as the "Real Property" and all other items described in this paragraph, including without limitation, the foregoing equipment, other property, materials and supplies and interests and other rights therein are herein referred to as the "Personal Property".

TOGETHER with all rents, issues, profits and royalties of the Real Property including without limitation all monies payable under the Leases whether as rent, insurance proceeds or otherwise (all of the items listed in this paragraph, together with the Real Property and the Personal Property, are herein referred to collectively as the "Mortgaged Premises").

IN TRUST NEVERTHELESS, to secure the performance of the covenants of the Grantor contained herein and in the Indenture and by the County in the Lease and to secure the Secured Party in the payment of the outstanding principal amount of the Bonds and in addition to secure the Secured Party in the payment of: (i) interest on the Bonds at the rate or rates specified therein, (ii) any redemption premiums payable with respect to the Bonds, and (iii) any costs, expenses or other sums advanced by the Secured Party for taxes, insurance premiums and other obligations, including interest thereon, which the Secured Party shall advance pursuant to and in accordance with the respective terms of the Indenture or this Credit Line Deed of Trust, and all other costs, liabilities and expenses of the Secured Party, including reasonable attorneys' fees and costs, incurred by it in enforcing the obligations of the Grantor under the Indenture, the Bonds issued under the Indenture, or the obligations of the Grantor under this Credit Line Deed of Trust, or in defending the rights granted to Secured Party thereunder or hereunder, and also to secure any continuation, modification, extension, renewal or refinancing of the aforesaid obligations and indebtedness or of any Bond, note or other evidence of indebtedness evidencing said indebtedness, however changed in form, manner or amount.

This is a credit line deed of trust and security agreement given to secure the said Bonds with interest thereon and related amounts and obligations thereunder and under the Indenture as aforesaid, and all present and obligatory future advances made by the Secured Party from time to time under the Bonds and the Indenture with interest thereon and other amounts payable in respect thereof which the Secured Party has made and is required to make from time to time in accordance with the Indenture, all of which advances are deemed obligatory. All advances, made at the time of recording hereof or to be made in the future under the terms of the Indenture, together with interest thereon and all other amounts payable in respect thereof, are secured by this Credit Line Deed of Trust as if made on the date of recording hereof. Provided, the aggregate principal amount of the indebtedness to the Secured Party secured hereunder at any one time shall not exceed the sum of SIXTEEN MILLION DOLLARS (\$16,000,000.00).

All future advances which may be advanced under the terms of this Credit Line Deed of Trust, the Bonds or the Indenture are intended to be obligatory advances which the Secured Party has legally obligated itself to make in the absence of a default, breach or other such event. Obligatory advances include, but are not limited to, advances which the Secured Party has agreed to make as a term or condition of this Credit Line Deed of Trust, the Bonds or the Indenture; obligations arising out of the occurrence of a condition, event or circumstance contemplated by such agreement; obligations arising on a specified date or time; or advances made upon application therefor by the Grantor under this Credit Line Deed of Trust, the Bonds or the Indenture secured thereby or by another obligor whose indebtedness is hereby secured.

Subject to Grantor's covenants and agreements set forth hereinabove and in the said Indenture, Grantor further covenants and agrees with the Trustees and with the Secured Party, and with each of them, as follows:

1. SECURITY INTEREST.

To the extent permitted by applicable law, all of the Personal Property shall be deemed to be fixtures and part of the Real Property. This Credit Line Deed of Trust is intended to constitute a security agreement, governed by the laws of the Uniform Commercial Code of the

State of West Virginia, with respect to any of the Mortgaged Premises not deemed or permitted by applicable law to be part of the Real Property (such part of the Mortgaged Premises is hereinafter collectively referred to as "Personal Property"), and the Grantor does hereby GRANT a security interest therein to the Secured Party, as the secured party. Upon the occurrence of an Event of Default (as defined in the Indenture), the Secured Party may at its option, declare the entire indebtedness secured hereby immediately due and payable, and shall have all the rights and remedies of a secured party under the Uniform Commercial Code of West Virginia, and all rights provided herein or in the Indenture, all of which rights and remedies shall, to the full extent permitted by law, be cumulative; and in connection with those rights, to the extent permitted by law, the Secured Party may enter into the premises hereby conveyed to take possession of, assemble and collect such Personal Property or to render it unusable; require the Grantor to assemble such Personal Property and make the same available to the Secured Party at a place the Secured Party designates which is reasonably convenient to both parties. All or any part of such Personal Property may, at the option of the Secured Party, be combined with all or any part of the remainder of the Mortgaged Premises and, consistent with Section 3 hereto, may be sold as an entirety, or such Personal Property may be sold separately in one or more lots and in such order and manner as the Secured Party may elect. The Secured Party shall give the Grantor written notice of the time and place of any public sale of any such Personal Property or of the time after which any private sale or other intended disposition hereof is to be made by sending notice to the Grantor at least ten (10) days before the time of such sale or other disposition, which provisions for notice the Grantor agrees are reasonable. The Secured Party, upon notice to the Grantor, may postpone or cancel any such sale or other disposition and reschedule it without further notice (other than notice of such rescheduled sale or disposition) to the Grantor.

The Grantor, on or before the date hereof in the case of the initial financing statement(s) covering any such Personal Property, and within ten (10) days of the date of demand by the Secured Party in the case of any renewal affidavit, certificate, continuation statement, inventory or other document, will execute, acknowledge and deliver any document that the Secured Party may reasonably request in order to perfect, protect, preserve, continue, extend or maintain the security interest created by, and the priority of, this Credit Line Deed of Trust, and the Grantor will, on demand, pay any reasonable expenses incurred by the Trustees, and/or the Secured Party in the preparation, execution and filing of any such documents. The Secured Party shall have all rights and remedies accorded a secured party under the laws of the Uniform Commercial Code of West Virginia. This Credit Line Deed of Trust is to be filed for record in the real estate records of the county in which the property is located so as to serve as a fixture filing pursuant to West Virginia Code Section 46-9-502.

2. RIGHT TO TAKE POSSESSION.

The Grantor fully covenants and agrees that upon the occurrence and continuation of an Event of Default, as defined in the Indenture, the Trustees, in addition to the rights of the Secured Party under Section 1 above, shall, at the option and direction of the Secured Party, have the right, to the extent permitted by law, to forthwith enter into and upon any portion of the Mortgaged Premises and take possession thereof, without process of law and, except for their gross negligence or willful misconduct, without liability to the Grantor or other owners thereof;

and none of the Trustees or the Secured Party shall be liable to the Grantor herein or any subsequent owners of any such Mortgaged Premises for any acts of commission or omission about or in connection with any of the Mortgaged Premises, except for their gross negligence or willful misconduct.

3. FORECLOSURE.

Upon the occurrence of an Event of Default, as defined in the Indenture, all indebtedness secured by this Credit Line Deed of Trust shall, at the option of the Secured Party, immediately become due and payable without further notice other than as provided herein and in the Indenture. Upon written request of the Secured Party, the Trustees shall proceed to foreclose upon and sell all or any portion of the Mortgaged Premises herein described and conveyed, or so much thereof as the Secured Party deems necessary, to satisfy the indebtedness herein secured, at public auction, at the front door of the Courthouse of Jefferson County, West Virginia, for cash in hand on the day of sale or upon such other terms as may be acceptable to the Secured Party in accordance with Article 1, Chapter 38 of the Code of West Virginia of 1931, as amended. The Trustees shall give and publish such notices and take such other actions as may be required to comply with Article 1, Chapter 38, of the Code of West Virginia of 1931, as amended.

4. PROVISION FOR NOTICE.

Any notice that is required or permitted to be given under Sections 4 or 14, Article 1, Chapter 38 of the Code of West Virginia of 1931, as amended, shall be given in writing and by certified mail, return receipt requested, addressed to the parties at the following addresses:

To the Grantor: Jefferson County Building Commission
124 East Washington Street
Charles Town, West Virginia 25414

To the Trustees: Camden P. Siegrist
600 Quarrier Street
P. O. Box 1386
Charleston, West Virginia 25325-1386

Corey Bonasso
600 Quarrier Street
P. O. Box 1386
Charleston, West Virginia 25325-1386

To the Secured Party: United Bank
500 Virginia Street, East
Charleston, West Virginia 25301
Attention: Corporate Trust

5. DISTRIBUTION OF PROCEEDS OF SALE.

Any proceeds realized from the sale of any of the Mortgaged Premises shall be promptly paid by the Trustees as follows:

(a) To the Trustees and the Secured Party, their reasonable and necessary fees, costs and expenses attending such sale.

(b) To the Secured Party, such sums as may be required under the Bonds and the Indenture, for distribution pursuant to the Bonds and the Indenture.

(c) To the holder of any other lien or liens of record, in the order of their legal priority, such sums as may be due thereon, but such payment may be made or may not be made, in whole or in part, within the sole discretion of the said Trustees.

(d) The balance, if any, to the Grantor, its successors or assigns.

6. OTHER COVENANTS AND AGREEMENTS OF GRANTOR.

6.1. It is hereby expressly covenanted and agreed by the Grantor that the Secured Party may, at any time and from time to time hereafter, upon notice to the Trustees and the Grantor and by an instrument recorded wherever this Credit Line Deed of Trust is recorded, appoint another Trustee (or other Trustees) in the place and stead of the Trustee(s) herein named, which successor Trustee(s) shall have all the rights, powers and authority and shall be charged with all the duties that are conferred or charged upon the Trustees herein named.

6.2. In the event foreclosure proceedings are instituted under the terms and provisions of this Credit Line Deed of Trust, but are not completed, the Trustees shall be entitled to receive and forthwith be paid by the Grantor the reasonable and necessary costs and expenses incurred by them. If foreclosure proceedings are not completed, the rights of the parties to this Credit Line Deed of Trust shall revert to the situation existing prior to the institution of such proceedings.

6.3. In the event of sale by the Trustees, such sale shall be made in accordance with the laws of the State of West Virginia, relating to sales under deeds of trust. Such sale may be adjourned from time to time without notice other than by oral proclamation at the time and place appointed for selling.

6.4. The Trustees herein may act by agent or attorney appointed by them, in the execution of this trust, and the Trustees shall not be required to be present in person.

6.5. The word "Trustee" shall include all Trustees if more than one Trustee is named in the premises hereof; if two or more Trustees be named herein, either or any one may act hereunder as Trustee with full and complete power to execute the provisions hereof and execute, acknowledge and deliver a deed, in the event of foreclosure; singular or plural use of words where the same meaning is intended shall not affect the validity of this Credit Line Deed of Trust; failure to exercise any option herein, or a waiver of the right to exercise any option as to

any one default, shall not constitute a waiver of any right or privilege contained herein or a waiver of the right to exercise any option as to another or subsequent default.

6.6. This Credit Line Deed of Trust shall inure to the benefit of the respective successors and assigns of the parties hereto, and all those holding under them.

6.7. In the event of (i) any provision of this Credit Line Deed of Trust conflicting with any applicable law, such conflict shall not affect the other provisions hereof or of the Indenture which can be given effect without the conflicting provisions and (ii) any conflict between the provisions of this Credit Line Deed of Trust and the provisions of the Indenture, the provisions of the Indenture shall be controlling, but such conflict shall not affect the other provisions hereof which can be given effect without the conflicting provision.

6.8. No party to this Credit Line Deed of Trust or the Indenture, nor any party claiming under any party to this Credit Line Deed of Trust or the Indenture, shall have or enjoy any right to marshalling of assets, any such right being hereby expressly waived to the extent permitted by law. The Grantor specifically agrees that it shall not be necessary or required, and that the Grantor shall not be entitled to require, that the Secured Party make any effort at collection of the indebtedness secured by this Credit Line Deed of Trust from any other person.

6.9. No delay on the part of the Trustees or the Secured Party in exercising any right, remedy, power or privilege hereunder or partial or single exercise thereof, shall constitute a waiver thereof.

6.10. The rights, powers and remedies provided in this Credit Line Deed of Trust shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other rights existing in law or at equity or otherwise including (without limitation) all of the rights available to a secured party under the provisions of the Uniform Commercial Code as adopted in the State of West Virginia.

6.11. The Grantor warrants that at the time of the execution and delivery of this Credit Line Deed of Trust, the Grantor has marketable title to all of the Mortgaged Premises. The Grantor warrants generally and shall defend the title to the Mortgaged Premises in the Trustees against all claims and demands by any person or entity.

6.12. The Grantor represents and warrants that the representations and warranties of the Grantor, as contained in the Indenture, are true and correct as of the date hereof.

7. BENEFICIAL OWNER

The beneficial owner of the Bonds at the time of execution and delivery hereof and its residence address is as follows: Carty, Harding & Hearn, Inc., 900 S. Shackleford Road, Suite 100, Little Rock, Arkansas 72211, however, it is expressly provided that any release or modification of this Credit Line Deed of Trust shall be executed by the Secured Party.

8. LEASES

The Grantor shall carry out all of its obligations as lessor set forth in the Leases and shall not create, or consent to any lessee under any of such Leases permitting, a lien or other encumbrance on the Mortgaged Premises equal or superior to this Credit Line Deed of Trust or the Leases other than as permitted in the Indenture.

The Grantor agrees that the Leases shall be subject to and subordinate to this Credit Line Deed of Trust and the Grantor covenants and agrees that the Lease provide that the Lease is subject to and subordinate to this Credit Line Deed of Trust.

9. AMENDMENTS

As provided in the Indenture, any amendment, modification or supplement to the Lease shall be subject to the prior written consent of the Bond Insurer (as defined in the Indenture).

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WITNESS the following signatures and seal.

[SEAL]

JEFFERSON COUNTY
BUILDING COMMISSION

ATTEST:

By Edwina Benites - sec
Its: Secretary

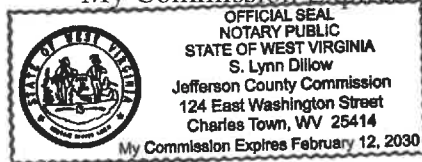
By: [Signature]
Its: Chairman

STATE OF WEST VIRGINIA,
COUNTY OF JEFFERSON, TO-WIT:

I, S. Lynn Dillow, a Notary Public in and for the state and county aforesaid, do hereby certify that Addie Crawford, as Chairman of the Jefferson County Building Commission, a West Virginia public corporation, signed the foregoing writing bearing date the 1st day of June 2025, and has this day in my said county, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and seal this 26th day of June 2025.

My Commission Expires: February 12, 2030



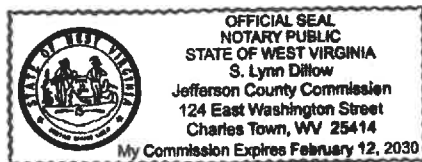
[Signature]
Notary Public

STATE OF WEST VIRGINIA,
COUNTY OF JEFFERSON, TO-WIT:

I, S. Lynn Dillow, a Notary Public in and for the state and county aforesaid, do hereby certify that Edwina Benites, as Secretary of the Jefferson County Building Commission, a West Virginia public corporation, signed the foregoing writing bearing date the 1st day of June 2025, and has this day in my said county, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and seal this 26th day of June 2025.

My Commission Expires: February 12, 2030



[Signature]
Notary Public

Prepared by:
Camden P. Siegrist, Esq.

Bowles Rice LLP
600 Quarrier Street
Charleston, West Virginia 25301
(304) 347-1129

EXHIBIT A

REAL ESTATE DESCRIPTION

Property Address: 393 North Lawrence Street, Charles Town, WV 25414

PROPERTY DESCRIPTION:

Tract I:

Beginning at (246) a P-K Nail (in block wall) found, corner to 111 West Congress, LLC (D.B. 1066 P. 247) and in the northern right-of-way limits of The Winchester and Potomac Railroad Company; thence with said Railroad Company, North 77°10'48" West 221.87 feet to (245) a Mag Nail (in block wall) found, in the eastern right-of-way limits of Buchanan Street a 60' R/W; thence with said Buchanan Street, North 5°16'10" East passing (244) a 5/8-inch Rebar (Dewberry) found, at 190.48 feet, in all 319.58 feet to (431) a Drill Hole, set, in the southern right-of-way limits of 2nd Avenue, R/W width Varies; thence with said 2nd Avenue, North 73°37'49" East 282.65 feet to (255) a Point, corner to Northern Virginia Power Co. (D.B. 184 P. 117); thence with said Northern Virginia Power Co. for the next two lines, South 16°17'26" East passing (89) a 1-1/4" Iron Pipe with bronze disk, found at 1.77 feet, in all 152.25 feet to (254) a 5/8" Rebar (Dewberry) found, thence, North 73°37'49" East 25.35 feet to (253) a 5/8" Rebar (no cap) found, corner to McKinney (D.B. 958 P. 27); thence with said McKinney, South 26°52'52" West 164.30 feet to (250) a Railroad Spike, found, in the western right-of-way limits of Old Bridge Road; thence with said Old Bridge Road for the next two lines, South 27°34'45" West 51.64 feet to (249) a 5/8" Rebar (Dewberry) cap, found; thence, South 36°08'59" West 41.00 feet to (248) a 5/8" Rebar (Dewberry) cap, found, corner to said 111 West Congress, LLC; thence with said 111 West Congress, LLC for the next two lines, South 29°08'59" West 52.00 feet to (247) a 5/8" Rebar (Dewberry) cap, found; thence, South 5°23'59" West 37.46 feet to the place of beginning, containing 2.5224 acres, more or less, as shown upon that certain Plat of Survey prepared by Appalachian Surveys, PLLC, dated 29 September 2010, and recorded in the office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25, at Page 259 and 259A.

TOGETHER WITH those permanent easements on, over, and under the portion of real property designated Easement "A", Easement "B" and Easement "C", on that certain Plat of Survey showing Lot A and Easements "A"-"E" dated 26 August 2008, made by Karen K. Brill, PS, of Dewberry & Davis, LLC, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Cabinet 25, at Slide 167, for the purpose of maintaining, repairing, and replacing existing structures and improvements thereon, and for the purpose of maintaining existing elevations, grades, and access to adjacent structures.

Tract II:

Beginning at (239) a P-K Nail, found, corner to Railroad Avenue, a 50' R/W, and in the western right-of-way limits of Buchanan Street a 60' R/W; thence with said Railroad Avenue for the next two lines, North 77°10'48" West 206.39 feet to (238) a Mag Nail, found; thence, South 73°37'48"

West 102.52 feet to (237) a Mag Nail, (in a railroad tie) found, in the northern right-of-way limits of The Winchester and Potomac Railroad Company; thence with said Railroad Company, North 77°10'48" West 76.47 feet to (261) a Railroad Spike (in wood deck) found, corner to City of Ranson Building Commission (D.B. 1064 P. 518); thence with said City of Ranson Building Commission for the net two lines, North 12°14'07" East 97.37 feet to (1078) a Chainlink Fence Post; thence, North 74°11'58" East 279.69 feet to (252) a Point, in the southern right-of-way limits of 2nd Avenue; R/W width Varies; thence with said 2nd Avenue, North 73°37'49" East 110.71 feet to (251) a Mag Nail, set, in the western right-of-way limits of said Buchanan Street; thence with said Buchanan Street, South 5°16'10" West passing (243) a 5/8 inch Rebar (Dewberry) found, at 129.10 feet, in all 237.39 feet to the place of beginning, containing 1.3302 acres, more or less, as shown upon that certain Plat of Survey prepared by Appalachian Surveys, PLLC, dated 29 September 2010, and recorded in the office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25, at page 259 and 259A.

TOGETHER WITH those permanent easements on, over, and under the portion of real property designated Easement "F" and Easement "H", on that certain Plat of Survey dated 29 September 2010, made by Karen K. Brill, PS, of Appalachian Surveys, PLLC, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Cabinet 25, at Slide 259, for the purpose of use as a parking lot and maintaining, repairing, and replacing existing improvements thereon.

ALSO TOGETHER WITH a permanent easement on, over, and under the portion of real property designated Easement "G", on that certain Plat of Survey dated 29 September 2010, made by Karen K. Brill, PS, of Appalachian Surveys, PLLC, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Cabinet 25, at Slide 259, for the purpose of use as a stormwater management area.

ALSO TOGETHER WITH a permanent non-exclusive easement on and over the portions of real property designated Lots 27, 28, 29 and 30 of Block 76 on that certain Subdivision of the Charles Town Mining, Manufacturing and Improvement Company recorded in the aforesaid Clerk's Office in Deed Book X, at Page 1, and as more particularly described in Deed Book 1089, Page 399.

Property Address: 330 North George Street, Charles Town, WV 25414

PROPERTY DESCRIPTION:

Being all of those parcels of real estate, lying on the west side of North George Street in the City of Charles Town, and described as follows:

Parcel One:

Beginning at the intersection of the northern limit of the Winchester Potomac Railroad Company and the western limit of North George Street the Point being shown on the "Site Plan of Gateway Center", dated June 2007 which is prepared by Dewberry as Point 226, thence with the northern limit of Winchester Potomac Railroad Company initially that has a curve with a length of 212.44, a radius of 1412.39, a tangent of 106.42, a chord bearing NW 85-59-04, a chord length

of 212.24 and a delta of 8-37-05 to Point 230, thence NW 81-40-31 155.57' to Point 239 situate in the eastern boundary line of WPM Prop, LLC, thence leaving the Winchester Potomac Railroad Company and with WPM, NE 01-00-00 37.46' to Point 202, thence NE 24-45-00 52.00' to Point 203, thence leaving WPM NE 69-35-34 52.51', to Point 335, thence NE 42-11-11 39.63' to Point (undesignated), thence NE 55-56-11 29.50' to the common boundary with Grove to a Point (undesignated), thence with Grove SE 13-42-42 36.33' to Point 356, thence NE 69-35-34 117.41' to Point 1004, thence NW 20-24-26 1.00' to Point 1005, thence NE 69-35-34 49.59' to the western limit of North George Street being Point 1006, thence with North George Street SE 20-24-26 224.20' to the point of beginning.

Parcel Two:

Beginning at the intersection of the southern limit of the Winchester Potomac Railroad Company and the western limit of North George Street, the point being shown on the "Site Plan of Gateway Center" dated June, 2007, which is prepared by Dewberry as Point 1008, thence with the southern limit of Winchester Potomac Railroad Company by a curve having a length of 51.26', a radius of 1447.39, a tangent of 25.63, a chord bearing SE 89-46-42, a chord distance of 51.25 and a delta of 2-01-44 to Point 1007, thence leaving the Railroad Company and with the Asbury United Methodist Church SE 20-35-06 111.63' to Point 1227, thence NE 69-44-54 47.50' to Point 1226, a Number 6 rebar found to the western limit of George Street, thence with the western limit of George Street NW 20-20-01 93.70' to the point of beginning.

Parcel Three:

Property formerly known as 332 North George Street (but with no current separately designated postal address) and more particularly bounded and described in accordance with a survey and plat thereof made by J. Jas. Skinner, S.J. C., dated August 2, 1960, and attached to and made a part of and incorporated in a deed dated September 1, 1961, from Francis N. White, et ux., to Charles D. Grove, et ux., recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 248, at Page 566, to which said deed and plat reference is hereby made for a more complete and accurate description by metes and bounds of the parcel hereby conveyed.

Parcel Four:

That portion of Iron Bridge Road (AKA Old Bridge Road) formerly referred to as First Avenue which abuts North George Street, the parcel described for tax purposes as Charles Town District, Map 2A, parcel 6 and the parcel described for tax purposes as Charles Town District, Map 2, parcels 2 and 1 and identified by hashed area shown on the "Site Plan of Gateway Center" dated June, 2007, which is prepared by Dewberry & Davis and attached to that Ordinance Vacating, Abandoning, and Annuling that portion of Iron Bridge Road (AKA Old Bridge Road) and/or First Avenue not used for Street Purposes in the City of Charles Town" dated February 18, 2025, and recorded in the aforesaid Clerk's office in Deed Book 1340, Page 475, and by Quitclaim Deed from The City of Charles Town, West Virginia, to 111 West Congress, L.L.C., a West Virginia limited liability company, in Deed Book _____, Page _____.

TOGETHER WITH that Shared Parking Lease Agreement dated February 19, 2025, between the City of Charles Town, West Virginia, a home-rule municipal corporation and 111 West Congress, L.L.C., a West Virginia limited liability company over property owned by the City of Charles Town, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Deed Book 1340, Page 478.