

THIS ASSIGNMENT OF LEASES, dated as of the 1st day of June 2025, to be effective as of June 27, 2025, by and between the JEFFERSON COUNTY BUILDING COMMISSION (the "Building Commission"), and UNITED BANK, as Trustee (the "Trustee"), under that certain Bond Indenture and Security Agreement dated as of June 1, 2025, by and between the Building Commission and the Trustee (the "Trust Indenture").

W I T N E S S E T H:

That for value received and as additional security for the obligations hereinafter mentioned, the Building Commission hereby transfers and assigns unto the Trustee, its successors and assigns, all the right, title and interest of the Building Commission in and to any and all leases between the Building Commission and any person, corporation, governmental unit or agency or any other entity with respect to the real estate described in Exhibit A hereto situate in Jefferson County, West Virginia, including without limitation that certain Lease Agreement (the "Lease") dated as of the 1st day of June 2025, and effective as of the 27th day of June 2025, between the Building Commission, as Lessor, and The County Commission of Jefferson County, West Virginia (the "County Commission"), as Lessee, which Lease is to be recorded contemporaneously herewith in the office of the Clerk of The County Commission of Jefferson County, West Virginia, whereby the County Commission leased the real estate described in Exhibit A attached hereto together with the improvements thereon from the Building Commission. This assignment shall further apply to all leases, whether or not said leases are made a matter of public record.

The Building Commission does hereby authorize and empower the Trustee, its successors and assigns, to collect the rents, issues, revenues and benefits relating to said leases, including without limitation the Lease, as they shall become due and said Trustee is hereby authorized and directed to endorse any check, draft or other instrument payable to the Building Commission in any manner relating to said leases, to negotiate any such check, draft or other instrument and to apply the proceeds thereof to the obligations hereinafter described. The term of this assignment shall be until the payment in full of: (i) the principal of and interest on the Building Commission's Lease Revenue Bonds (Jefferson County Government and Judicial Complex Project) Series 2025, issued in the original aggregate principal amount of \$[16,000,000] (the "Bonds"), and (ii) all other amounts payable pursuant to that certain Credit Line Deed of Trust, Security Agreement and Fixture Filing (the "Credit Line Deed of Trust"), dated as of June 1, 2025, and effective as of June 27, 2025, by the Building Commission to Camden P. Siegrist and Corey Bonasso, the trustees therein, to secure the Trustee in the repayment of the Bonds, which Credit Line Deed of Trust is to be recorded contemporaneously herewith in the aforesaid Clerk's office, or until the expiration of the period of redemption, if any, at which time this assignment is to be fully satisfied, cancelled and released and the releasing of the said Credit Line Deed of Trust shall constitute a release hereof.

This assignment is given as additional security for the above-described Credit Line Deed of Trust and the obligations secured thereby, including without limitation the Bonds and the Trust Indenture, and the amounts collected hereunder, less the expenses of collection, if any, shall be applied to payment of principal, interest and other amounts payable thereunder.

Nothing herein contained shall be construed as making the Trustee or its successors and assigns, a mortgagee in possession, nor shall the Trustee, or its successors and assigns, be liable for laches or failure to collect said rents, issues, profits, revenues, rights and benefits, and it is understood that the said Trustee is to account only for such sums as are actually collected.

It is understood and agreed that neither the existence of this Assignment nor the exercise of its privilege to collect said rents, issues, profits, revenues, rights and benefits hereunder shall be construed as a waiver by the Trustee, or its successors and assigns, of the right to enforce payment of the obligations hereinabove mentioned in strict accordance with the terms and provisions of the Credit Line Deed of Trust, the Trust Indenture and the Bonds for which this Assignment is given as additional security.

IN WITNESS WHEREOF, the Jefferson County Building Commission, a public corporation, has caused its corporate name to be signed and its corporate seal to be hereunto affixed by its Chairman and Secretary thereunto duly authorized, as of the day and year first above written.

[Remainder of Page Intentionally Left Blank]

JEFFERSON COUNTY
BUILDING COMMISSION

[SEAL]

By: 
Its: Chairman

ATTEST:


Its: Secretary

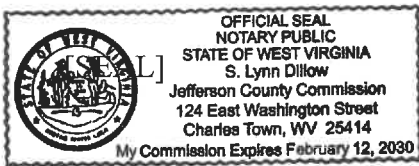
STATE OF WEST VIRGINIA,
COUNTY OF JEFFERSON, TO-WIT:

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.

S. Lynn Dillow
Notary Public



NOTARY PUBLIC

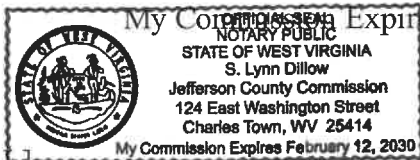
STATE OF WEST VIRGINIA,
COUNTY OF JEFFERSON, TO-WIT:

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.

S. Lynn Dillow
Notary Public



[SEAL]

This instrument prepared by:
Camden P. Siegrist, Esquire
BOWLES RICE LLP
P. O. Box 1386
Charleston, West Virginia 25325-1386
(304) 347-1129

EXHIBIT A

PROPERTY DESCRIPTION

The following described parcels of real estate, together with all rights, privileges, improvements, rights-of-way and appurtenances thereunto belonging or in anywise appertaining, situate in the City of Charles Town, Jefferson County, West Virginia, being more particularly described as follows:

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 1349, Page 674.

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.

Jefferson County
Jacqueline C Shadle, Clerk
Instrument 202500007951
06/27/2025 @ 11:04:16 AM
ASSIGNMENT
Book 194 @ Page 229
Pages Recorded 8
Recording Cost \$ 15.00