

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4767633

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LIEN
CONVEYING PARTY DATA	
Name	Execution Date
ACE EDUCATIONAL FOUNDATION, INC.	01/09/2018
RECEIVING PARTY DATA	
Name:	PUBLIC FINANCE AUTHORITY
Street Address:	22 EAST MIFFLIN STREET, SUITE 900
City:	MADISON
State/Country:	WISCONSIN
Postal Code:	53703
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7638070
Patent Number:	7857995
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	ben.horton@nortonrosefulbright.com
Correspondent Name:	NORTON ROSE FULBRIGHT US LLP
Address Line 1:	98 SAN JACINTO BOULEVARD
Address Line 2:	SUITE 1100
Address Line 4:	AUSTIN, TEXAS 78701
ATTORNEY DOCKET NUMBER:	1000346125
NAME OF SUBMITTER:	BEN HORTON
SIGNATURE:	/Ben Horton/
DATE SIGNED:	01/09/2018
Total Attachments: 13	
source=ACE to PFA Lien#page1.tif	
source=ACE to PFA Lien#page2.tif	
source=ACE to PFA Lien#page3.tif	
source=ACE to PFA Lien#page4.tif	
source=ACE to PFA Lien#page5.tif	

source=ACE to PFA Lien#page6.tif
source=ACE to PFA Lien#page7.tif
source=ACE to PFA Lien#page8.tif
source=ACE to PFA Lien#page9.tif
source=ACE to PFA Lien#page10.tif
source=ACE to PFA Lien#page11.tif
source=ACE to PFA Lien#page12.tif
source=ACE to PFA Lien#page13.tif

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Kent C. Veio, Esq.
B. E-MAIL CONTACT AT FILER (optional) kcveio@kvfirm.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Kline Alvarado Veio, P.C. 1775 Sherman Street Suite 1790 Denver, Colorado 80203

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME ACE Educational Foundation, Inc.				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1 Campus View Drive	Vienna	WV	26105	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Public Finance Authority				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
22 East Mifflin Street, Suite 900	Madison	WI	53703	USA

4. COLLATERAL: This financing statement covers the following collateral:
See Appendix A and Appendix B attached hereto and incorporated herein.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input checked="" type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	

8. OPTIONAL FILER REFERENCE DATA:
UCC Financing Statement - Corporation as debtor and Authority as secured party

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME ACE Educational Foundation, Inc.	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME				
OR				
10b. INDIVIDUAL'S SURNAME				
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME The Huntington National Bank				
OR				
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11c. MAILING ADDRESS 40 Pearl Street (MI-231)	CITY Grand Rapids	STATE MI	POSTAL CODE 49503	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable) 14. This FINANCING STATEMENT:
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:
See Appendix B attached hereto.

17. MISCELLANEOUS:

**APPENDIX A
TO
UCC FINANCING STATEMENT**

This is Appendix A to a financing statement among ACE Educational Foundation, Inc., as debtor (the “Debtor” also referred to as Borrower below in this Appendix A), the Public Finance Authority, as secured party (the “Secured Party”), and The Huntington National Bank, as assignee of the Secured Party (the “Assignee”) and as trustee pursuant to a Trust Indenture, dated as of December 1, 2017 (the “Indenture”), by and between the Secured Party and the Assignee (and any successor trustee for the Bonds appointed in accordance with the provisions of the Indenture).

The Collateral described in the Financing Statement to which this Appendix is attached shall consist of:

a security interest in favor of the Secured Party in the Security Property, together with all replacements thereof, substitutions therefor or additions thereto (the “Collateral”), subject to Permitted Encumbrances, all in consideration of the loan and as security for the loan repayments to be made by Debtor under the Loan Agreement and under the Notes for the payment of the Bonds, and as security for the performance of all of the other obligations, agreements and covenants of Borrower to be performed and observed thereunder.

For purposes hereof, the following terms have the meanings set forth below:

“**Agreement**” or “**Loan Agreement**” means the Loan Agreement between the Secured Party and the Borrower dated the date hereof, and any amendments and supplements thereto as permitted under the Indenture.

“**Authorized Borrower Representative**” means the person or persons appointed in accordance with the Loan Agreement, or, in each case, such other person at any time designated by the Borrower to act on behalf of the Borrower, as evidenced by a written certificate delivered to the Bondholder Representative, containing the specimen signature of such person and signed by an authorized representative of the Borrower. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties and exercise all powers of an Authorized Borrower Representative.

“**Bond Documents**” means, collectively, the Indenture, the Notes, the Bonds, the Loan Agreement, the Guaranty and Support Agreement, the Purchase Agreement, the Deed of Trust and the Second Deed of Trust, together with all other documents or instruments executed by the Borrower which evidence or secure the Borrower’s indebtedness under such documents and all other documents and instruments delivered simultaneously herewith or required under the Bond Documents to be delivered during the term of the Bonds, including any deposit account control agreement to which the Borrower is a party.

“**Bond Purchaser**” means Tortoise Credit Strategies, LLC, a Delaware limited liability company, on behalf of the investment accounts for which it as investment manager will purchase the Bonds, and its successors and assigns.

“**Bondholder**” or “**Holder**” or “**Owner**” or “**Owners**” or any similar term means the registered owner of any Bond.

“**Bondholder Representative**” means, initially, Tortoise Credit Strategies, LLC, a Delaware limited liability company (and its successors and assigns, together, “TCS”), and, if the investment accounts for which TCS acts as investment manager are no longer Beneficial Owners of the Bonds, Bondholder Representative shall mean the Person designated as such by the Majority Bondholders.

“**Bonds**” means, collectively, the Series 2017A Bonds and the Series 2017B Bonds.

“**Borrower**” means ACE Educational Foundation, Inc., a New York non-profit corporation, its successors or assigns.

“**Commercial Production Gasifier**” means the Commercial Production Gasifier to be placed on the Land for the purpose of transforming (steam reform) carbon rich feedstock into a liquid fuel, with a patented, cost effective, and environmentally clean process, processing five hundred tons of such feedstock (initially coal) per day and producing an estimated 2,200 barrels of such fuel per day.

“**Deed of Trust**” means the Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, dated January 9, 2018, executed by the Borrower, for the benefit of the Trustee, relating to the Land.

“**Demonstration Production Gasifier**” means the Demonstration Production Gasifier to be placed on the Land for the purpose of transforming (steam reform) carbon rich feedstock into a liquid fuel, with a patented, cost effective, and environmentally clean process, processing up to ten tons of such feedstock per day.

“**FF&E**” means all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture, furnishings, decorations, chattels, educational equipment and other Personal Property now or hereafter in, on or at the Land or Improvements, including, but not limited to, that purchased with the proceeds of the Bonds.

“**Gasifier License**” means the Thermo Conversions, LLC Gasification Plant Operating Permit, dated June 16, 2014, which has been assigned to the Borrower, and which grants, among other things, certain license rights to U.S. Patent No. 7,638,070 and U.S. Patent No. 7,857,995, all subject to the terms and conditions of such permit.

“**Gross Revenues**” means proceeds of all accounts receivable, general intangibles, contract rights, chattel paper, instruments, and documents which now exist or which hereafter arise or are created, and all other revenues, income, receipts and money received or receivable in any period by or on behalf of the Borrower (other than the proceeds of borrowing, and other than interest earned on such proceeds if and to the extent such interest is required to be excluded from Gross Revenues by the terms of the borrowing and excluding revenues, income, receipts and money received by the Borrower as agent for and on behalf of someone other than the Borrower), including, but without limiting the generality of the foregoing (a) revenues derived from the operation of the Land or Improvements, including but not limited to payments received by the

Borrower pursuant to any leases, (b) gifts, grants, bequests, donations and contributions except to the extent specifically restricted by the donor to a particular purpose inconsistent with their use for the payment of amounts payable by the Borrower under the Loan Agreement, and (c) proceeds derived in connection with or with respect to the Land or Improvements from (i) insurance, except to the extent the use thereof is otherwise required by the Loan Agreement, (ii) unrestricted securities and other investments, (iii) inventory and other tangible and intangible property, and (iv) contract rights and other rights and assets now or hereafter owned, held or possessed by or on behalf of the Borrower, but excluding any amounts collected by the Borrower that constitute sales taxes or other monies which are required by law to be paid over to any governmental entity.

“**Guarantor**” or “**OVU**” means Ohio Valley University, a nonprofit West Virginia corporation and an organization described in Section 501(c)(3) of the Code.

“**Guaranty and Support Agreement**” means that certain Guaranty and Support Agreement, dated as of December 1, 2017, delivered by the Guarantor for the benefit of the Assignee, unconditionally guaranteeing the obligation of the Borrower under the Loan Agreement to make payments thereunder at times and in amounts sufficient to provide for the full and timely payment of the principal of or premium, if any, or interest on the Bonds; provided, however, that such guaranty of the Guarantor shall be subordinate to Guarantor’s obligation to make payments on its Prior Obligations, as defined in the Guaranty and Support Agreement.

“**Improvements**” means all buildings and other improvements and additions thereto now erected or hereafter constructed or placed upon the Land or any part thereof, but shall not include the Mini Plant and the Main Plant.

“**Independent Consultant**” means an Independent Person acceptable to the Bondholder Representative that is (i) experienced in matters related to the operation of nonprofit organizations, and (ii) retained by the Guarantor, as set forth in the Guaranty and Support Agreement, to pass upon those matters required by the Agreement to be passed upon by an Independent Consultant.

“**Independent Person**” means a Person designated by the Borrower and not an employee or an affiliate of the Borrower.

“**Land**” means the real property on which the Improvements will be located, as more particularly described in Exhibit B of the financing statement to which this Appendix A is attached.

“**Liquid Equity Reserve Fund**” means the fund thus called which the Borrower will establish pursuant to Section 5.2 of the Indenture.

“**Loan Documents**” means the Bond Documents to which the Borrower is a party.

“**Main Plant**” means the Commercial Production Gasifier.

“**Majority Bondholders**” means the Holders of more than fifty percent (50%) in aggregate principal amount of Bonds at the time outstanding owned by those Bondholders who responded to a poll conducted by the Bond Purchaser or another Bondholder (or, if the Bonds are registered in a book entry form of ownership, conducted by the securities depository), provided that such responding Bondholders constitute the Holders or Beneficial Owners of at least thirty-five percent

(35%) of the aggregate principal amount of all Bonds Outstanding at the time of such poll.

“**Mini Plant**” means both the Portable Gasifier and the Demonstration Production Gasifier.

“**Permitted Encumbrances**” means, with respect to the Land or Improvements:

(a) Any Lien arising by reason of any good faith deposit with the Borrower in connection with any lease of real estate, bid or contract (other than any contract for the payment of money), any deposit by the Borrower to secure any public or statutory obligation, or to secure, or in lieu of, any surety, stay or appeal bond, and any deposit as security for the payment of taxes or assessments or other similar charges;

(b) Any Lien arising by reason of any deposit with, or the giving of any form of security to, any governmental agency or any body created or approved by law or governmental regulation for any purpose at any time as required by law or governmental regulation as a condition to the transaction of any business or the exercise of any privilege or license or to enable the Borrower to maintain self-insurance or to participate in any funds established to cover any insurance risk or in connection with workers' compensation, unemployment insurance, any pension or profit-sharing plan or other social security, or to share in the privileges or benefits required for the participation of the Borrower in such arrangements;

(c) Any judgment lien against the Borrower, so long as such judgment is being contested in good faith and is fully bonded, fully covered by a letter of credit or other surety, or covered by insurance;

(d) Any right reserved to or vested in any municipality or public authority by the terms of any right, power, franchise, grant, license, permit or provision of law affecting any property of the Borrower; any Lien on any property of the Borrower for Taxes, assessments, levies, fees, water and sewer rents or charges and other governmental and similar charges and any lien of any mechanic, materialman, laborer, supplier or vendor for work or services performed or materials furnished in connection with such property that is not due and payable or that is not delinquent or the amount or validity of which is being contested and execution thereon stayed;

(e) Any future lease entered into by the Borrower for the use of the Land or Improvements, provided that the consideration and terms therefor are, based on a written opinion of the Borrower, reasonable;

(f) Any Lien placed upon any tangible real or tangible Personal Property being acquired by the Borrower to secure all or a portion of the purchase price thereof and any landlord's Lien under any lease permitted under the Loan Agreement;

(g) Such easements, rights-of-way, servitudes, restrictions and other defects, liens and encumbrances which shall not materially impair the use of the Land or Improvements for its intended purposes or the value of the Land or Improvements as evidenced by a certificate of an Independent Consultant delivered to the Bondholder Representative;

(h) Such easements, servitudes, restrictions, licenses, restrictive covenants, rights-of-way (including the dedication of public highways or public or private utility easements) as may be

required by governmental authorities or utility providers in connection with the construction of, or the furnishing of utilities to, the Land or Improvements, as described in a certificate signed by an Authorized Borrower Representative;

(i) Any banker's lien arising in connection with the establishment and maintenance of depository bank accounts in the ordinary course of business;

(j) Title exceptions on the Title Commitment; and

(k) Liens which are subordinate to the rights and Liens of the Secured Party, the Assignee, and the Bondholders; and

“Personal Property” means all materials, furnishings, fixtures, furniture, machinery, equipment and all items of tangible or intangible personal property now or hereafter owned or acquired by the Borrower in which the Bond Purchaser has been or will be granted an interest to secure the obligations of the Borrower under the Loan Documents.

“Portable Gasifier” means the portable gasifier designed to facilitate transportability, for the purpose of transforming (steam reform) carbon-rich feedstock into liquid fuel, with a patented cost-effective and environmentally clean process, processing up to one ton of such feedstock (initially coal) per day.

“Purchase Agreement” means the Operating Permit Purchase Agreement, dated October 4, 2017, by and between the Borrower and the Guarantor.

“Second Deed of Trust” means the Second Deed of Trust and Assignment of Rents and Leases for Coal Reserves, dated January 9, 2018, executed by the Guarantor, for the benefit of the Trustee, relating to the land and other property therein described.

“Security Property” means:

I. The Land including all and singular, the easements, rights, privileges, tenements, hereditaments and appurtenances (including air rights) thereunto belonging or in any way appertaining thereto, and the reversion and the remainder thereof; and all of the estate, right, title, interest, claim or demand of Borrower therein and in and to any land lying in the bed of any street, road or avenue, open or proposed, thereof, either at law or in equity, in possession or expectancy, now or hereafter acquired and in all stripes and gores therein or adjoining thereto, the air space and right to use said air space thereinabove and all rights of ingress and egress by motor vehicles to parking facilities thereon or therein;

II. (i) the Improvements; (ii) the name or names, if any, as may now or hereafter be used for each Improvement or otherwise in connection with the Land, and the books and records and good will associated with the Improvements and the Land, and all licenses (including the Gasifier License), permits, approvals in connection with the construction and operation of the Improvements; and (iii) all Personal Property of the Borrower located on the Land or Improvements including, without limitation, apparatus, interior improvements, appurtenances, heating, electrical, mechanical, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and elevator equipment and systems, call systems, sprinkler systems and other fire

prevention and extinguishing apparatus and materials, motors, machinery, pipes, appliances, fittings, fixtures, equipment and building materials of every kind and nature whatsoever now or hereafter attached to or placed in or upon the Land or the Improvements, or any part thereof, or used or procured for use in connection with the operation of the Land or the Improvements or any business conducted thereon, but specifically excluding the Portable Gasifier (the "Equipment");

III. The FF&E;

IV. All unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained, or caused to be obtained, by Borrower, and all proceeds of the conversion, voluntary or involuntary, of the Land or Improvements or any part thereof into cash or liquidated claims, including, without limitation, proceeds of casualty insurance, title insurance or any other insurance maintained on the Land, the Improvements, the Equipment or the FF&E or any part of either thereof and all awards and other compensation (collectively "Awards") theretofore and thereafter made to the present and all subsequent owners of the Land, the Improvements, the Equipment or the FF&E or any part of either thereof by any governmental or other lawful authorities for the taking by eminent domain, condemnation or otherwise, of all or any part thereof or any easement or other right therein, including Awards for any change of grade of streets;

V. Any easement or related agreements and all royalties and rights appertaining to the use and enjoyment of the Land, including, without limitation, alley, vault, drainage, mineral, ditch, reservoir, water, oil and gas rights, together with any and all other rights, privileges and interests appurtenant thereto or used in connection with the Land or the Improvements, whether existing now or hereafter acquired;

VI. All construction contracts, subcontracts, architectural agreements, development agreements, service agreements, labor, material and payment bonds, guarantees and warranties, plans and specifications, and permits and approvals relating to the construction of the Improvements, whether now or thereafter existing under the Indenture;

VII. All books, records and good will associated with the Land and the Improvements, all logos, trademarks and tradenames used in connection with the Land and the Improvements, all management contracts now in effect or hereafter entered into, and all extensions, renewals and replacements thereof, and all permits, licenses and approvals for the operation of the Improvements;

VIII. All extensions, improvements, betterments, substitutions and replacements of, and all additions and appurtenances to, the Land, the Improvements, the Equipment and the FF&E, hereafter acquired by or released to Borrower or constructed, assembled or placed on the Land; and

IX. All of the legally available Gross Revenues of the Borrower;

X. The Liquid Equity Reserve Fund;

- XI. The Guaranty and Support Agreement;
- XII. The Deed of Trust;
- XIII. The Second Deed of Trust; and

IX. Any and all property (real, personal or mixed) of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security under the Indenture to the Assignee, which the Assignee is hereby authorized to receive at any and all times and to hold and apply the same subject to the terms of the Indenture.

“**Series 2017A Bonds**” means the Secured Party’s \$5,000,000 Revenue Bonds (ACE Educational Foundation, Inc. Project) Series 2017A issued and secured under the Indenture and in substantially the form attached as Exhibit B-1 to the Indenture.

“**Series 2017B Bonds**” means the Secured Party’s \$200,000 Revenue Bonds (ACE Educational Foundation, Inc. Project) Taxable Series 2017B issued and secured under the Indenture and in substantially the form attached as Exhibit B-2 to the Indenture.

“**Series 2017A Note**” means the Borrower’s promissory note to the Secured Party in substantially the form attached as Exhibit B-1 to the Loan Agreement, in an original principal amount equal to the aggregate original principal amount of the Series 2017A Bonds, as the same may be amended, supplemented or modified from time to time.

“**Series 2017B Note**” means the Borrower’s promissory note to the Secured Party in substantially the form attached as Exhibit B-2 to the Loan Agreement, in an original principal amount equal to the aggregate original principal amount of the Series 2017B Bonds, as the same may be amended, supplemented or modified from time to time.

“**Title Commitment**” means the Commitment for Title Insurance No. 2486, dated December 5, 2017, from Chicago Title Insurance Company with respect to the Land.

A copy of the documents referenced in this Appendix can be obtained from the Secured Party or the Assignee.

**APPENDIX B
TO
UCC FINANCING STATEMENT**

LEGAL DESCRIPTION OF LAND

All those certain tracts or parcels of land situate in Parkersburg District, Wood County, West Virginia and being more particularly bounded and described as follows:

FIRST TRACT

Commencing at the intersection of the northerly line 26th Street (50') and the westerly line of the B & O Railroad;

Thence along a curve to the right, of which the radius point lies South 86°04'33" East, a radial distance of 5,573.00 feet; thence Northerly along the arc, through a central angle of 05°17'19", a distance of 514.40 feet;

thence **North 09°12'46" East**, a distance of **330.59 feet**;

thence continue **North 09°12'46" East** along said line, a distance of **206.10 feet**;

thence **North 23°19'09" West**, a distance of **35.33 feet** to the **TRUE PLACE OF BEGINNING**;

thence continue **North 23°19'09" West** along said line, a distance of **459.17 feet**;

thence **South 61°30'59" East**, a distance of **244.21 feet**;

thence **South 30°41'50" West**, a distance of **146.70 feet**;

thence **South 62°10'28" East**, a distance of **74.00 feet**;

thence **South 09°12'46" West**, a distance of **146.40 feet** to the **TRUE PLACE OF BEGINNING** and containing **0.699 acres**, more or less.

END OF DESCRIPTION.

SECOND TRACT

Commencing at the intersection of the northerly line 26th Street (50') and the westerly line of the B & O Railroad;

Thence along a curve to the right, of which the radius point lies South 86°04'33" East, a radial distance of 5,573.00 feet; thence Northerly along the arc, through a central angle of 05°17'19", a distance of 514.40 feet;

thence **North 09°12'46" East**, a distance of **330.59 feet** to the **TRUE PLACE OF BEGINNING**;

thence **North 61°29'47" West**, a distance of **685.03 feet**;

thence **North 03°44'48" East**, a distance of **550.62 feet**;

thence **South 61°30'59" East**, a distance of **458.80 feet**;

thence **South 23°19'09" East**, a distance of **494.50 feet**;

thence **South 09°12'46" West**, a distance of **206.10 feet** to the **TRUE PLACE OF BEGINNING** and containing **7.194 acres**, more or less.

END OF DESCRIPTION.

THIRD TRACT

Commencing at the intersection of the northerly line 26th Street (50') and the westerly line of the B & O Railroad;

Thence along a curve to the right, of which the radius point lies South 86°04'33" East, a radial distance of 5,573.00 feet; thence Northerly along the arc, through a central angle of 05°17'19", a distance of 514.40 feet;

thence **North 09°12'46" East**, a distance of **330.59 feet**;
thence **North 61°29'47" West**, a distance of **685.03 feet** to the **TRUE PLACE OF BEGINNING**;
thence continue **North 61°29'47" West** along said line, a distance of **217.46 feet**;
thence **North 02°55'13" East**, a distance of **554.28 feet**;
thence **South 61°30'59" East**, a distance of **226.23 feet**;
thence **South 03°44'48" West**, a distance of **550.62 feet** to the **TRUE PLACE OF BEGINNING** and containing **2.546 acres**, more or less.
END OF DESCRIPTION.

FOURTH TRACT

Commencing at the intersection of the northerly line 26th Street (50') and the westerly line of the B & O Railroad;
Thence along a curve to the right, of which the radius point lies South 86°04'33" East, a radial distance of 5,573.00 feet; thence Northerly along the arc, through a central angle of 05°17'19", a distance of 514.40 feet;
thence **North 09°12'46" East**, a distance of **536.69 feet**;
thence **North 23°19'09" West**, a distance of **6.04 feet**;
thence **North 09°12'46" East**, a distance of **1,191.29 feet**;
thence **North 61°19'13" West**, a distance of **16.70 feet** to the **TRUE PLACE OF BEGINNING**;
thence continue **North 61°19'13" West** along said line, a distance of **1,036.42 feet**;
thence **North 21°27'47" East**, a distance of **145.92 feet**;
thence **North 25°16'59" East**, a distance of **202.84 feet**;
thence **North 21°04'04" East**, a distance of **196.40 feet**;
thence **North 30°45'14" East**, a distance of **150.24 feet**;
thence **North 17°09'11" East**, a distance of **123.15 feet**;
thence **South 61°26'13" East**, a distance of **839.07 feet**;
thence **South 12°50'01" West**, a distance of **67.05 feet**;
thence **Southerly, along a curve to left a distance of 313.15 feet and having a Radius of 4,955.50 feet with a Chord Bearing South 11°01'23" West, 313.10 feet and a central angle of 03°37'15"**;
thence **South 09°12'46" West**, a distance of **478.94 feet** to the **TRUE PLACE OF BEGINNING** and containing **17.41 acres**, more or less.
END OF DESCRIPTION.

FIFTH TRACT

Commencing at the intersection of the northerly line 26th Street (50') and the westerly line of the B & O Railroad;
thence **North 61°09'04" West**, a distance of **449.71 feet**;
thence **North 00°33'36" West**, a distance of **899.58 feet**;
thence **South 61°29'47" East**, a distance of **585.40 feet**;
thence **South 09°12'46" West**, a distance of **330.59 feet**;
thence **Southerly, along a curve to left a distance of 514.40 feet and having a Radius of 5,573.00 feet with a Chord Bearing South 06°34'07" West, 514.22 feet and a central angle of 05°17'19"** to the **TRUE PLACE OF BEGINNING** and containing **9.210 acres**, more or less.
END OF DESCRIPTION.

SIXTH TRACT

Commencing at the intersection of the northerly line 26th Street (50') and the westerly line of the B & O Railroad;

Thence along a curve to the right, of which the radius point lies South 86°04'33" East, a radial distance of 5,573.00 feet; thence Northerly along the arc, through a central angle of 05°17'19", a distance of 514.40 feet;

thence **North 09°12'46" East**, a distance of **536.69 feet**;

thence **North 23°19'09" West**, a distance of **35.33 feet**;

thence **North 09°12'46" East**, a distance of **146.40 feet** to the **TRUE PLACE OF BEGINNING**;

thence **North 62°10'28" West**, a distance of **74.00 feet**;

thence **North 30°41'50" East**, a distance of **146.70 feet**;

thence **North 61°30'59" West**, a distance of **1,069.70 feet**;

thence **North 23°21'14" East**, a distance of **61.14 feet**;

thence **North 08°05'32" East**, a distance of **86.72 feet**;

thence **North 10°50'43" East**, a distance of **169.06 feet**;

thence **North 07°37'59" East**, a distance of **186.08 feet**;

thence **North 15°40'59" East**, a distance of **183.27 feet**;

thence **North 14°14'54" East**, a distance of **175.58 feet**;

thence **South 61°19'13" East**, a distance of **1,036.42 feet**;

thence **South 09°12'46" West**, a distance of **1,025.76 feet** to the **TRUE PLACE OF BEGINNING** and containing **20.290 acres**, more or less.

END OF DESCRIPTION.

SEVENTH TRACT

Commencing at the intersection of the northerly line 26th Street (50') and the westerly line of the B & O Railroad; thence North 09°12'46" East, a distance of 536.69 feet;

thence **North 23°19'09" West**, a distance of **6.04 feet** to the **TRUE PLACE OF BEGINNING**;

thence continue **North 23°19'09" West** along said line, a distance of **29.29 feet**;

thence **North 09°12'46" East**, a distance of **1,651.10 feet**;

thence **Northerly, along a curve to right a distance of 313.15 feet and having a Radius of**

4,955.50 feet with a Chord Bearing North 11°01'23" East, 313.10 feet and a central angle of 03°37'15";

thence **North 12°50'01" East**, a distance of **67.05 feet**;

thence **South 61°26'13" East**, a distance of **16.36 feet**;

thence **South 12°50'01" West**, a distance of **62.62 feet**;

thence **Southerly, along a curve to left a distance of 312.16 feet and having a Radius of 4,939.75 feet with a Chord Bearing South 11°01'23" West, 312.11 feet and a central angle of 03°37'15"**;

thence **South 09°12'46" West**, a distance of **1,675.79 feet** to the **TRUE PLACE OF BEGINNING** and containing **0.738 acres**, more or less.

END OF DESCRIPTION.

EIGHTH TRACT

Commencing at the intersection of the northerly line 26th Street (50') and the westerly line of the B & O Railroad;

thence **North 61°09'04" West**, a distance of **449.71 feet** to the **TRUE PLACE OF BEGINNING**;

thence continue **North 61°09'04" West** along said line, a distance of **94.80 feet**;

thence North **01°17'04" West**, a distance of **75.31 feet**;
thence South **88°42'56" West**, a distance of **5.00 feet**;
thence North **01°17'04" West**, a distance of **580.78 feet**;
thence South **88°42'56" West**, a distance of **5.00 feet**;
thence North **01°17'04" West**, a distance of **255.00 feet**;
thence South **61°29'47" East**, a distance of **119.10 feet**;
thence **South 00°33'36" East**, a distance of **899.58 feet** to the **TRUE PLACE OF BEGINNING** and containing **1.948 acres**, more or less.

The Basis of Bearings for this survey is NAD 83 2011, WEST VIRGINIA NORTH.