

Amendment No. 1

To:

Offer to Purchase for Cash

Up to \$5,000,000 in Principal Amount

**The County Commission of Wood County, West Virginia Tax
Exempt Subordinate Refunding Revenue Bonds (Ohio Valley
University, Inc. Project)
Series 2007B**

and

**The Wood County (West Virginia) Building Commission Tax-
Exempt Subordinate Refunding Revenue Bonds
(Ohio Valley University,
Inc. Project)
Series 2007C Bonds**

At a Price of \$150 per \$5,000 in Principal Amount (3% of par)

by Alternative Liquidity Index, LP

CUSIP Numbers:

97835PAA9, 978328FJ6

This Amendment No. 1 dated March 6, 2023 (this “Amendment”) relates to the Offer dated January 20, 2023 (the “Offer”) by Alternative Liquidity Index LP (the “Purchaser”) to purchase for cash up to a maximum of \$5,000,000 in combined par amount of the (i) The County Commission of Wood County, West Virginia Tax-Exempt Subordinate Refunding Revenue Bonds (Ohio Valley University, Inc. Project) Series 2007B (the “**Series B Bonds**”) and (ii) The Wood County (West Virginia) Building Commission Tax- Exempt Subordinate Refunding Revenue Bonds (Ohio Valley University, Inc. Project) Series 2007C (the “**Series C Bonds**” and, together with the Series B Bonds, the “**Bonds**”), of (i) The County Commission of Wood County, West Virginia, (ii) The Wood County (West Virginia) Building Commission, and (iii) Ohio Valley University, Inc. (the “**Issuers**” and each an “**Issuer**”) at a purchase price of **\$150 per \$5,000 in principal amount (3% of par)**, net cash to the seller, less any applicable withholding taxes and without interest (the “**Purchase Price**”).

This Amendment is being filed to extend the Expiration Date of the Offer from March 6, 2023, to March 28, 2023. Accordingly, the Tender Purchase Date has been extended from March 8, 2023, to March 30, 2023. A copy of the press release announcing the extension is attached hereto and incorporated herein by reference.

March 6, 2023

Minnetonka, MN

Alternative Liquidity Index LP has extended the expiration date with respect to their offer to purchase for cash up to a maximum of \$5,000,000 in combined par amount of the (i) The County Commission of Wood County, West Virginia Tax-Exempt Subordinate Refunding Revenue Bonds (Ohio Valley University, Inc. Project) Series 2007B (the "**Series B Bonds**") and (ii) The Wood County (West Virginia) Building Commission Tax- Exempt Subordinate Refunding Revenue Bonds (Ohio Valley University, Inc. Project) Series 2007C (the "**Series C Bonds**" and, together with the Series B Bonds, the "**Bonds**"), of (i) The County Commission of Wood County, West Virginia, (ii) The Wood County (West Virginia) Building Commission, and (iii) Ohio Valley University, Inc. (the "**Issuers**" and each an "**Issuer**") The Purchasers are extending this offer in order to give investors more time to complete the documentation required to participate in the Offer.

The Purchaser is a Delaware Limited Partnership and is not affiliated with the Issuer. The Offer is being made solely for the Purchaser to establish a passive ownership position in the Bonds.

Investors should read the Offer to Purchase the related materials carefully because they contain important information. Investors may obtain a free copy of the Offer to Purchase, the Amendment No. 1 to the Offer to Purchase, and the Assignment Form by visiting their website at <https://www.alternativeliquidity.net> or by calling them at (888) 884-8796. Investors may also contact them at info@alternativeliquidity.net to answer questions about the Offer or to obtain Offer documents.

**Offer to Purchase for Cash
Up to \$5,000,000 in Principal Amount**

**The County Commission of Wood County, West Virginia Tax
Exempt Subordinate Refunding Revenue Bonds (Ohio Valley
University, Inc. Project)
Series 2007B**

and

**The Wood County (West Virginia) Building Commission Tax-
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(Ohio Valley University,
Inc. Project)
Series 2007C Bonds**

At a Price of \$150 per \$5,000 in Principal Amount (3% of par)

by Alternative Liquidity Index, LP

**CUSIP Numbers:
97835PAA9, 978328FJ6**

TENDER PURCHASE DATE: March 8, 2023 (unless Expiration Date is extended)

THE OFFER, THE PRORATION PERIOD, AND THE WITHDRAWAL RIGHTS WILL EXPIRE AT 11:59 P.M., NEW YORK CITY TIME, ON March 6, 2023 UNLESS THE OFFER IS EXTENDED OR WITHDRAWN (AS EXTENDED OR WITHDRAWN, THE “EXPIRATION DATE”).

THE ENTIRETY OF THE OFFER CONTAINS IMPORTANT INFORMATION, DISCLOSURES, AND CONDITIONS REGARDING THE OFFER. YOU SHOULD READ THE OFFER CAREFULLY AND IN ITS ENTIRETY BEFORE MAKING A DECISION WITH RESPECT TO THE OFFER.

Alternative Liquidity Index, LP, a Delaware limited partnership (“*Alternative Liquidity*”, “we,” or the “*Purchaser*”), is offering to purchase for cash, subject to the terms and conditions set forth in the Offer to Purchase (which, together with any amendments, constitutes the “*Offer*”), up to a maximum of \$5,000,000 in combined principal amount of (i) The County Commission of Wood County, West Virginia Tax-Exempt Subordinate Refunding Revenue Bonds (Ohio Valley University, Inc. Project) Series 2007B (the “*Series B Bonds*”) and (ii) The Wood County (West Virginia) Building Commission Tax- Exempt Subordinate Refunding Revenue Bonds (Ohio Valley University, Inc. Project) Series 2007C (the “*Series C Bonds*”) and, together with the Series B Bonds, the “*Bonds*”), of (i) The County Commission of Wood County, West Virginia, (ii) The Wood County (West Virginia) Building Commission, and (iii) Ohio Valley University, Inc. (the “*Issuers*” and each an “*Issuer*”) at a purchase price of **\$150 per \$5,000 in principal amount (3% of par)**, net cash to the seller, less any applicable withholding taxes and without interest (the “*Purchase Price*”).

The Offer will expire at 11:59 PM, New York City time, on March 6, 2023, unless the Offer is extended or withdrawn (as extended or withdrawn, the “*Expiration Date*”).

Note to brokers, commercial banks, trust companies, custodians or other nominees holding Bonds on behalf of Beneficial Owners: in order to be eligible to receive the Administrative Fee Payment (as defined herein), a properly completed Administrative Fee Payment Request form (attached to the Offer) must be received via fax or email by the Purchaser no later than 5:00 p.m. (New York City Time) on the third Business Day following the Expiration Date. Payment of the Administrative Fee Payment will be made within three (3) Business Days after the Tender Purchase Date.

As of January 17, 2023, to the Purchaser’s knowledge, according to financial reports provided on the Municipal Securities Rulemaking Board’s (“MSRB”) EMMA site, approximately \$9,315,000 in principal amount of the Bonds are issued and outstanding, including \$7,165,000 in principal amount of the Series B Bonds, and \$2,150,000 principal amount of the Series C Bonds. As of the date of the Offer, the Purchaser does not beneficially own any Bonds as of the date of this offer.

THE OFFER IS NOT CONDITIONED ON ANY MINIMUM NUMBER OF BONDS BEING TENDERED AND IS NOT SUBJECT TO ANY FINANCING CONDITION. THE OFFER IS SUBJECT TO CERTAIN CUSTOMARY CONDITIONS SET FORTH IN “THE OFFER, SECTION 8 – CONDITIONS TO THIS OFFER”.

The Bonds are unregistered securities, are not quoted on any exchange, but could be periodically quoted by market makers. To the Purchaser’s knowledge, the Series C Bonds have not traded in the past twelve months. On March 29, 2022, the last published trade day before the announcement of the Offer, the Series B Bonds traded at \$450 per \$5,000 in principal amount (9% of par). **Before deciding whether to tender Bonds in response to the Offer, bondholders are urged to obtain relevant bid quotations for the Bonds.**

No person or entity has been authorized to give any information or make any representations, warranties or covenants on behalf of Purchaser not contained in the Offer, and, if given or otherwise made, such information, representation, warranty or covenant must not be relied upon as having been authorized by the Purchaser.

The transaction has not been approved or disapproved by the Securities and Exchange Commission (“SEC”) or any state securities commission, nor has the SEC or any state securities commission passed upon the merits or fairness of the Offer, this transaction in general or upon the adequacy or accuracy of the information contained in the Offer. Any representation to the contrary is a criminal offense.

The Purchaser for the Offer is:

**Alternative Liquidity Index LP
C/O Alternative Liquidity Capital
11500 Wayzata Blvd. #1050
Minnetonka, MN 55305
(888)884-8796**

info@alternativeliquidity.net

If you have questions regarding the Offer or accompanying documents, or if you need assistance, your inquiries should be directed to the Purchaser, whose contact information is set forth above and on the back page of the Offer.

Offer to Purchase dated January 20, 2023

IMPORTANT PROCEDURES

Any bondholder of the Bonds desiring to tender all or a portion of such bondholder's Bonds into the Offer *must*, before the Expiration Date (for more detail see "The Offer, Section 6, Procedures for Accepting this Offer and Tendering Bonds") comply with the following procedures:

1. For Bonds registered in the name of a broker, dealer, commercial bank, trust company or other nominee:
 - Bondholder will receive instructions from such bondholder's broker (the "*Broker Instruction Sheet*") detailing the manner by which such bondholder may tender Bonds into the Offer.
 - In the event a bondholder does not receive a Broker Instruction Sheet, that bondholder should contact their broker, dealer, commercial bank, trust company or other nominee and request that that such broker, dealer, commercial bank, trust company or other nominee provide instructions on how such bondholder should tender the Bonds to Purchaser before the Expiration Date.
2. For Bonds that are registered in the bondholder's name and held in book-entry form:
 - Contact the Purchaser, whose contact details are provided above, to obtain a Letter of Transmittal with instructions on how to tender the Bonds to Purchaser.
3. For Bonds that are registered in the bondholder's name and held as physical certificates:
 - Contact the Purchaser, whose contact details are provided above, to obtain a Letter of Transmittal with instructions on how to tender the Bonds to Purchaser.

All required documents must be received by the Purchaser before the Expiration Date. The method of delivery of Bonds and all other required documents is at the election and sole risk of the tendering bondholder.

Additional copies of the Offer may be obtained from the Purchaser at the address above, and all such additional copies will be supplied at the Purchaser's expense. Questions may be directed to the Purchaser at its address and telephone number provided above. Bondholders may also contact their nominee for assistance concerning the Offer.

SUMMARY TERM SHEET

*This summary term sheet is provided for your convenience. It highlights certain terms of the proposed Offer, but it does not describe all of the details to the same extent described in the body of the Offer. This summary term sheet is **not** meant to be a substitute for the information contained in the remainder of the Offer and you should carefully read the Offer before making a decision regarding the Offer.*

Securities Sought:	Up to \$5,000,000 combined principal The County Commission of Wood County, West Virginia Tax Exempt Subordinate Refunding Revenue Bonds (Ohio Valley University, Inc. Project) Series 2007B and The Wood County (West Virginia) Building Commission Tax- Exempt Subordinate Refunding Revenue Bonds (Ohio Valley University, Inc. Project) Series 2007C Bonds
Price Offered Per Bond:	\$150 per \$5,000 in principal amount (3% of par) in cash, without interest.
Scheduled Expiration Date:	11:59 PM, March 6, 2023 New York City time, unless extended.
The Purchaser:	Alternative Liquidity Index, LP, a Delaware limited partnership.

Who is offering to buy my Bonds?

Alternative Liquidity Index, LP, a Delaware limited partnership (“***Alternative Liquidity***”, “we,” or the “***Purchaser***”), with principal offices at 11500 Wayzata Blvd. #1050 Minnetonka, MN 55305.

Why is the Offer taking place?

We wish to establish an ownership position in the Bonds and at the same time provide liquidity to legacy holders. The Bonds are traded, albeit infrequently. Before deciding whether to tender Bonds into this Offer, bondholders are urged to obtain relevant bid quotations for the Bonds. The Purchaser’s current goal is to obtain ownership of bonds for passive investment purposes and potential capital gain.

What securities are you offering to purchase and what is the purchase price?

We are offering to purchase up to a maximum of \$5,000,000 in combined principal amount of **Bonds** at a **Purchase Price of \$150 per \$5,000 principal amount (3% of par)**, in cash, without interest, and subject to the terms and conditions of the Offer. As of January 17, 2023, to the Purchaser’s knowledge, according to financial reports provided on the Municipal Securities Rulemaking Board’s (“MSRB”) EMMA site, approximately \$9,315,000 in principal amount of the Bonds are issued and outstanding, including \$7,1650,000 in principal amount of the Series B Bonds, and \$2,150,000 principal amount of the Series C Bonds.

What is the current market price?

The Series C Bonds have not traded in the past twelve months. On March 29, 2022, the last published trade day before our announcement of the Offer, the Series B Bonds traded at \$450 per \$5,000 principal amount (9% of par). Between March 29, 2022 and the date of the Offer, no trades have occurred in the Bonds according to Trade Activity reported on <https://emma.msrb.org/>.

When does the Offer expire?

The Offer will expire at 11:59 PM , New York City time, on March 6, 2023, unless we choose to extend the Offer. If a broker, dealer, or other nominee holds your Bonds, it is possible you will have a deadline *before* the Expiration Date in order for such broker, dealer, or other nominee to take actions on your behalf.

We may choose to extend the Offer at our sole discretion, subject to applicable laws. See “The Offer, Section 2 – Terms of this Offer”.

How will I know if the Offer is amended, extended, or terminated?

If we decide to extend the Offer, an announcement will be made of the extension via public newswire and the new expiration date will be defined by 9:00 a.m., New York City time, on the first business day after the previously scheduled Expiration Date. We will announce any amendment to the Offer by making a public announcement of the amendment. The Offer can be terminated under certain conditions described in “The Offer, Section 8 – Conditions to this Offer”.

If I tender my Bonds, when will I receive payment?

All properly tendering bondholders will receive payment of the stated Purchase Price promptly after the Expiration of the Offer, in cash, without interest, and less any applicable withholding taxes.

Do you have the financial capacity to purchase Bonds in the Offer?

Yes. We have sufficient cash and capital commitments on hand to purchase any and all Bonds, up to the maximum number of Bonds sought, properly tendered in the Offer. As a result, the Offer is not conditioned upon any financing arrangements.

What are the conditions to the Offer?

The Offer is subject only to customary conditions, for example, the absence of legal or government action prohibiting or restricting the Offer, as well as changes in the Issuer’s business that would be considered materially adverse to us. See “The Offer, Section 8 – Conditions to this Offer”.

What happens if the Offer is oversubscribed?

If more than \$5,000,000 in principal amount of Bonds are validly tendered and not properly withdrawn prior to the Expiration Date (or such greater number of Bonds as we may elect to purchase in the Offer as expressly permitted herein), we will purchase Bonds on a pro rata basis, with fractional Bonds rounded to the nearest whole Bond, such that the aggregate number of Bonds that we purchase is equal to \$5,000,000 principal amount of Bonds (or such greater number of Bonds as we may elect to purchase in the Offer as permitted therein).

Because of the proration provisions described above, we may not purchase all of the Bonds that you tender. See “The Offer, Section 4 - Acceptance for Payment and Payment for Bonds.”

Have other bondholders previously agreed to tender their Bonds in the Offer?

No. There are no agreements in place with any officer, director or bondholder of any Issuer providing for the tender of any Bonds in the Offer.

If I change my mind, can I withdraw my tender of Bonds?

Bonds properly tendered into the Offer may be withdrawn before the Expiration Date. To properly withdraw your previously tendered Bonds, a bondholder must follow the procedures set forth in “The Offer, Section 7 – Withdrawal of Tenders”.

Are there United States federal income tax consequences if I tender my Bonds?

All tendering bondholders should discuss any potential individual tax ramifications with your tax advisor. Please see “The Offer, Section 9 – U.S. Federal Income Tax Consequences” for additional detail.

What are the additional costs if I tender my Bonds?

There will be no additional costs to you, including commissions, if you are a registered holder of Bonds and you tender directly to the Purchaser. If you hold Bonds through a broker, dealer, commercial bank, trust company or other nominee, you may have additional costs and we advise you to consult with your broker, dealer, commercial bank, trust company or other nominee to determine whether additional costs are applicable to you. See “The Offer, Section 6 – Procedures for Accepting this Offer and Tendering Bonds”.

Has the Issuer approved the Offer?

Purchaser has not had any contact with the board of directors of any Issuer and to the best of Purchaser’s knowledge, no Issuer, as of the date hereof, has provided any recommendation regarding the Offer.

Who can answer questions regarding the Offer?

All inquiries regarding the Offer and any Offer materials may be directed to the Purchaser at the address appearing above and on the back cover of the Offer.

THE OFFER

1. PURPOSE OF THIS OFFER

Purchaser's purpose in this Offer is to establish an ownership interest in the Bonds. Purchaser is investing *solely* for passive investment purposes and is *not* seeking to control, or influence operations of the business or any of the Issuers' proceedings.

2. TERMS OF THIS OFFER

Number of Bonds. On the terms and subject to the conditions of this Offer, Purchaser will accept for payment and pay the Purchase Price in cash for up to \$5,000,000 in combined principal amount of Bonds that are validly tendered and not properly withdrawn. Purchaser expressly reserves the right to purchase more than \$5,000,000 in combined principal amount of Bonds¹ under this Offer without amending or extending this Offer. THIS OFFER IS NOT CONDITIONED ON A MINIMUM NUMBER OF BONDS BEING TENDERED AND THERE IS NO FINANCING CONTINGENCY. THIS OFFER IS, HOWEVER, SUBJECT TO CERTAIN CUSTOMARY CONDITIONS SET FORTH IN "THE OFFER, SECTION 8 – CONDITIONS TO THIS OFFER". We have sufficient funds to purchase all of the Bonds accepted for payment pursuant to the terms and conditions of this Offer.

Purchase Price. The Purchase Price will be \$150 per \$5,000 Bond (3% of par), net to the selling bondholder in cash, less any applicable withholding taxes and without interest. Tendering bondholders may be returned Bonds that we do not purchase, which will be done solely at our expense after the Expiration Date.

Expiration of this Offer. This Offer will expire at 11:59 PM, New York City time, on March 6, 2023, unless we choose to extend this Offer, for any reason, subject to applicable laws. If a broker, dealer, commercial bank, trust company or other nominee holds your Bonds, it is possible the applicable nominee has a deadline different (and earlier) for you to instruct on your behalf.

Distribution Relating to the Bonds During this Offer Bonds which are tendered in this Offer will include all distributions, dividends, interest, or payments to be made on such Bonds in any form that are either declared or are paid on or after the date of this Offer. As a tendering bondholder, you will assign to us all of your rights to such items related to your Bonds.

Effect of Tendering Bonds. If you choose to tender your Bonds to us, and if an Issuer were to make any distribution or payment on Bonds, you will not receive such distribution or have any right to receive such distribution. By tendering your Bonds your only right is to receive the Purchase Price. There is no assurance that a future distribution, if any, would result in your receiving a higher price than the Purchase Price.

Amendment; Extension; Waiver; Termination. We reserve the right at any time to extend the period of this Offer by making a public announcement of such extension. We additionally reserve the right to terminate or postpone this Offer and not accept Bonds, subject to applicable law, if any of the conditions specified in Section 8 of this Offer are not met. Our reservation of the right to delay payment for Bonds which we have accepted for payment is limited by Rule 14e-1(c) promulgated under the Securities and Exchange Act of 1934 (the "*Exchange Act*"), which requires that we pay the consideration offered or return the Bonds tendered promptly after termination or withdrawal of this Offer.

¹ References to "\$5,000,000 in combined principal amount of Bonds" as used herein means \$5,000,000 in aggregate purchase price of both Series B Bonds and Series C Bonds.

Amendments to this Offer may be made at any time via a public announcement, likely through a public newswire, and in the case of an extension, to be issued no later than 9:00 a.m., New York City time, on the next business day after the last previously scheduled or announced Expiration Date. Such announcement will disclose the approximate number of Bonds tendered to date.

As stated above, if we modify the terms of this Offer, or the information herein, we will extend this Offer pursuant to Rule 14e-1 under the Exchange Act, which provides that there is a minimum period during which an offer must remain open following material changes (other than a change in price).

3. INFORMATION REGARDING THE PURCHASER AND THE TARGET

Information Regarding the Purchaser

Alternative Liquidity Index LP was originally formed on June 3, 2021, as a Delaware limited partnership. Alternative Liquidity seeks to make diversified long-term investments on a global basis and provide liquidity solutions to investors in thinly traded and non-traded securities. Alternative Liquidity's mailing address is 11500 Wayzata Blvd. #1050 Minnetonka, MN 55305, and its telephone number is (888) 884-8796. Alternative Liquidity's website address is located at www.alternativeliquidity.net and our e-mail address is info@alternativeliquidity.net.

Alternative Liquidity has had no contact with any Issuer's management, directors or employees as of the date of the date of this Offer. This Offer is being made solely in order to allow Alternative Liquidity to establish a passive ownership position in any Issuer's securities.

Alternative Liquidity GP LLC ("Alternative Liquidity Capital") is the general partner and investment manager of the Purchaser. Jacob Mohs is the founder and managing member of Alternative Liquidity Capital. Prior to forming Alternative Liquidity Capital, Mr. Mohs worked as a due diligence analyst focused on alternative investments. Mr. Mohs has an M.A. from the Elliott School of International Affairs at the George Washington University and a B.S. from the University of Wisconsin-Madison. He holds the Chartered Financial Analyst and Chartered Alternative Investment Analyst designations. Mr. Mohs is a citizen of the United States of America.

Alternative Liquidity has not performed or commissioned any appraisal, or engaged any independent financial advisor or other third party to perform any valuation analysis or provide any opinion respecting the value of the Bonds. The Purchase Price offered is based solely upon Alternative Liquidity's own independent assessment of Bond value, based solely on its analysis of the information contained on MSRB's EMMA site (<http://emma.msrb.org/>), such site being accessible by all persons wishing to gain access. All bondholders are urged to access information on this site in order to evaluate this Offer. All tendering bondholders are encouraged to engage in their own, independent valuation analysis before making a decision respecting this Offer.

Alternative Liquidity is an "accredited investor" as defined by Rule 501 under the Securities Act of 1933 (the "*Securities Act*"), as amended, and Alternative Liquidity is capable of evaluating the merits and risks of its investment in the Issuers and has the capacity to protect its own interests. In addition, Alternative Liquidity understands that the Bonds are not registered under the Securities Act or the securities laws of any state by reason of a specific exemption from the registration provisions of the Securities Act and the applicable state securities laws, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of Alternative Liquidity's representations as expressed herein. Alternative Liquidity further acknowledges the Bonds are being

purchased for Alternative Liquidity's own account for investment purposes and not with a view to distribution or resale, nor with the intention of selling, transferring or otherwise disposing of all or any part of the Bonds for any particular price, or at any particular time, or upon the happening of any particular event or circumstances, except selling, transferring, or disposing the Bonds made in full compliance with all applicable provisions of the Securities Act, the rules and regulations promulgated by the SEC thereunder, and applicable state securities laws; and that the Bonds are not liquid investments.

Information Concerning the Issuer and the Borrower

Ohio Valley University, Inc. (the "Borrower") was a non-profit corporation organized under the laws of the state of West Virginia. The Bonds were issued by the Issuers according to Trust Indentures dated August 31, 2007 (the "Bond Documents"). Proceeds derived from the sale of the Bonds were loaned to the Borrower. UMB Bank, N.A. currently serves as the bond trustee (the "Trustee") under the Bond Documents.

On November 15, 2022 the Trustee filed a NOTICE TO BONDHOLDERS OF LAWSUIT AGAINST THE BORROWER, APPOINTMENT OF BANKRUPTCY TRUSTEE, AND APPOINTMENT OF A RECEIVER on EMMA site (<http://emma.msrb.org/>).

As set forth in prior notices posted on MSRB's EMMA site (<http://emma.msrb.org/>), the Borrower defaulted under the terms of the indentures. Prior notices also indicate that the Trustee entered into a forbearance agreement with the Borrower in order to, among other things, allow the Borrower to cure the defaults. However, the forbearance terminated on July 15, 2021 and the Borrower failed to cure the defaults. Due to lack of operational funding, among other things, the Borrower ceased operations on or around December 1, 2021.

On February 14, 2022, the Trustee filed its Complaint (the "Complaint") with the Circuit Court of Wood County, West Virginia (the "Court") seeking, among other things, appointment of a receiver to preserve and protect the collateral securing the Bonds.

On February 17, 2022, the Borrower filed a petition for bankruptcy protection in the U.S. Bankruptcy Court for the Northern District of West Virginia in Case No. 5-22-bk-00056 (the "Bankruptcy Case"). The Trustee sought relief from the automatic stay in the Bankruptcy Case in order to, among other things, continue with its request to appoint a receiver pursuant to the Complaint. On March 4, 2022, an Agreed Order Modifying the Automatic Stay was entered in the Bankruptcy Case wherein the bankruptcy trustee and the Trustee, among other parties, agreed that the collateral securing the Bonds was released from the Bankruptcy Case so that the Trustee could pursue appointment of a receiver with the state Court.

Current financial and other information regarding the Bonds is contained on MSRB's EMMA site (<http://emma.msrb.org/>), and on Public Access to Court Electronic Records(<https://pacer.uscourts.gov/>), and in documents with the Circuit Court of Wood County, West Virginia, such information being accessible by all persons wishing to do so. **All bondholders are urged to access information this information in order to evaluate this Offer.**

4. ACCEPTANCE FOR PAYMENT AND PAYMENT FOR BONDS

Subject to the terms and conditions of this Offer, we will accept for payment, and pay, the Purchase Price for a maximum of \$5,000,000 in combined principal amount of Bonds which are validly tendered, promptly after the Expiration Date. Subject to Rule 14e-1(c) under the Exchange Act, we reserve the right to delay acceptance of Bonds or payment of Bonds until satisfaction of all conditions to this Offer, or to comply with any applicable law. Payment for Bonds intended to be transferred under this Offer will be made upon the receipt of certificates for the exact number of Bonds tendered, and any other required documents.

We will provide oral or written notice of our acceptance of Bonds under this Offer, and at such time we will have been deemed to have accepted such validly tendered Bonds. Payment will be made by the Purchaser on the Tender Purchase Date.

If applicable, we will pay all related transfer taxes on Bonds we choose to purchase under this Offer. If the Purchase Price is intended to be received by any person other than the registered bondholder, or if the registered bondholder is different than the person coordinating the tender, the total amount of stock transfer taxes associated with such Bonds will be fully deducted from the Purchase Price, unless an exemption from stock transfer taxes is submitted.

A TENDERING BONDHOLDER FAILING TO SIGN AND RETURN A VALID AND COMPLETE FORM W-9 TO THE PURCHASER, UNLESS EXEMPT, MAY BE SUBJECT TO FEDERAL INCOME TAX BACKUP WITHHOLDING OF 28% OF THE GROSS PROCEEDS PAID TO SUCH BONDHOLDER OR OTHER PAYEE PURSUANT TO THIS OFFER. SEE SECTION 9 OF THIS OFFER FOR FURTHER DETAILS.

We hereby reserve our right to transfer or assign in whole or part the right to purchase all or a portion of the Bonds tendered to any of our affiliates. Such transfer will not relieve us of our obligations under this Offer and will not compromise the right of tendering bondholders to receive payment for Bonds validly tendered.

In the event this Offer is oversubscribed, Bonds tendered will be subject to proration. The proration period expires on the Expiration Date. If more than \$5,000,000 in combined principal amount of Bonds (or such greater number of Bonds as we may elect to purchase in this Offer as expressly permitted herein) are validly tendered and not properly withdrawn prior to the Expiration Date, we will purchase Bonds on a pro rata basis, with fractional Bonds rounded to the nearest whole Bond, such that the aggregate number of Bonds that we purchase is equal to \$5,000,000 in combined principal amount of Bonds (or such greater number of Bonds as we may elect to purchase as expressly provided herein).

If proration of tendered Bonds is required, Purchaser will determine the proration factor promptly after the expiration of this Offer. Subject to adjustment to avoid the purchase of fractional Bonds, proration for each holder of Bonds will be based on the ratio of the number of Bonds validly tendered and not properly withdrawn by such bondholder to the total number of Bonds validly tendered and not properly withdrawn by all bondholders. Purchaser will announce the final proration factor and commence payment for any Bonds purchased pursuant to this Offer promptly after the Expiration Date.

The preliminary results of any proration will be announced by press release promptly after the Expiration Date. After the Expiration Date, bondholders may obtain preliminary proration information from the Purchaser.

Under no circumstances will Purchaser pay interest on the consideration paid for Bonds pursuant to this Offer, regardless of any extension of this Offer or delay in making such payment.

5. PAYMENT OF ADMINISTRATIVE FEE PAYMENT

Alternative Liquidity has agreed to pay to any commercial bank or trust company having an office, branch or agency in the United States, and any firm which is a member of a registered national securities exchange or of the National Association of Securities Dealers, Inc. (“NASD”) (an “Eligible Institution”) an Administrative Fee payment of one tenth of one percent (0.10%) or \$5 per \$1,000 in principal amount of the Bonds, provided that such fee will only be paid with respect to each retail customer who validly tenders their Bonds to the Purchaser pursuant to the terms and conditions set forth in this Offer. Payment of the Administrative Fee payment will be made within three (3) Business Days after the Tender Purchase Date.

6. PROCEDURES FOR ACCEPTING THIS OFFER AND TENDERING BONDS

Valid Tender of Bonds. Except as set forth below, to validly tender Bonds pursuant to this Offer, (i) all required documents must be received by the Purchaser at the addresses set forth on the back cover of this Offer before the Expiration Date, **and either** (a) certificates representing the tendered Bonds must be delivered to the Purchaser by a bondholder or such bondholder’s broker, dealer, commercial bank, trust company or other nominee **or** (b) such Bonds must be properly delivered pursuant to the procedures for book-entry transfer described below, in each case, before the Expiration Date, or (ii) the tendering bondholder must comply with the guaranteed delivery procedures set forth below.

Nominee Deadline. If a broker, dealer, commercial bank, trust company or other nominee holds your Bonds, you may be subject to a deadline earlier than the Expiration Date for you to act to instruct them to accept this Offer on your behalf. If you have not received a Broker Instruction Sheet, we recommend that you contact your appropriate nominee immediately to determine their applicable deadline.

Book-Entry Delivery. If an institution is a participant with the DTC system, they may elect a book-entry method of delivery of Bonds by delivering the Bonds Free to the Purchaser’s Account following the Delivery Instructions below. However, although delivery of Bonds may be effected through book-entry transfer, all required documents, **must, in any case**, be transmitted to and received by the Purchaser at the addresses set forth on the back cover of this Offer by the Expiration Date. FOR BONDS HELD IN BOOK ENTRY FORM, BONDHOLDERS SHOULD CONTACT THE PURCHASER TO OBTAIN A LETTER OF TRANSMITTAL WITH INSTRUCTIONS ON BOOK ENTRY DELIVERY.

Guaranteed Delivery. If Bond certificates are not accessible or cannot be delivered prior to the Expiration Date, bondholders should contact the Purchaser for information on how to tender their Bonds into this Offer.

Method of Delivery. YOUR CHOSEN METHOD OF DELIVERY FOR ALL DOCUMENTS IS DONE AT YOUR ELECTION AND YOUR OWN RISK. IF YOU CHOOSE TO MAIL ALL DOCUMENTS, A REGISTERED MAILING AND INSURANCE IS ADVISED TO ENSURE DELIVERY. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

United States Federal Backup Withholding. A tendering bondholder is required to provide the Purchaser with the bondholder’s tax identification number on a Form W-9 and to certify such number as correct, under penalty, as a means to avoid backup withholding of United States federal income tax on payments made under this Offer. If a tendering bondholder does not provide such Form W-9, the Internal Revenue Service of the United States may seek to impose a penalty on such bondholder and backup withholding may apply on cash payments made under this Offer in the amount of 28% (“**Withholding**”).

Amount”). If applicable, tendering bondholders will be required to provide information sufficient to prove an exemption to withholding. Only persons subject to the jurisdiction of the United States are eligible to participate in this Offer.

Returning Unpurchased Bonds. Certificates for unpurchased Bonds (meaning either Bonds which are properly withdrawn or are not purchased) will be returned to the bondholder promptly after the termination of this Offer, or if delivered via book-entry transfer, and such Bonds will be credited to the bondholder’s account, without expense to the bondholder.

Determination of Validity; Rejection of Bonds; Waiver of Defects; No Obligation to give Notice of Defects. All questions as to the validity, form, eligibility (including time of receipt) and acceptance of any tender of Bonds will be determined by Purchaser in its sole and absolute discretion. Purchaser hereby reserves the absolute right to reject Bonds which are not properly tendered or the payment for which we determine may be unlawful, such as Bonds held by persons or entities not subject to the jurisdiction of the United States. We may waive a condition of this Offer if such waiver is applied to all Bonds tendered under this Offer. None of the Purchaser or associated persons will have any duty to report any irregularities in any tender and shall not incur any liability for failing to report such.

Bondholder’s Representation and Warranty; Acceptance Represents an Agreement. Bonds properly tendered under the procedures described above constitute the bondholder’s acceptance of the terms and conditions of this Offer, as well as a representation and warranty to the Purchaser that: (i) the bondholder has a long position in the Bonds at least equal to the Bonds tendered within the meaning of Rule 14e-4 of the Exchange Act; and (ii) the bondholder is tendering their Bonds in a manner which is complies with, and is consistent with Rule 14e-4.

Lost or Destroyed Certificates. If a tendering bondholder has a lost or stolen stock certificate, such holders should contact the Purchaser as soon as possible for instructions on obtaining a replacement Bond certificate. A bondholder in such a situation may be required to post collateral to secure against the risk that a Bond certificate may emerge.

Other Requirements. Notwithstanding any provision of this Offer to the contrary, Purchaser will pay for Bonds tendered pursuant to this Offer only after timely receipt by the Purchaser of (i) certificates for such Bonds, and (ii) any other documents required pursuant to the applicable delivery instructions set forth in this Section 5. Accordingly, tendering bondholders may be paid at different times depending upon when certificates for Bonds are actually received by the Purchaser. **Under no circumstances will Purchaser pay interest on the purchase price of Bonds, regardless of any extension of this Offer or any delay in making such payment.**

7. WITHDRAWAL OF TENDER

Except as set forth in this Section 7, a tendering bondholder’s tender of Bonds shall be irrevocable; *provided, however,* any tendering bondholder may withdraw previously tendered Bonds prior to the Expiration Date by following the procedure described herein. If a withdrawal is to be valid and recognized, the Purchaser must receive a written notice of withdrawal at the address provided in this Offer. The withdrawal must include the number of Bonds previously tendered, the name of the tendering bondholder and the name of the registered bondholder (if different from the tendering bondholder). If the original tender was via physical Bond certificates, the serial numbers shown on the Bond certificates must be received as well as a guarantee from an eligible guarantor institution (as defined in Rule 17Ad-15 under the Exchange Act) on the notice of withdrawal, unless such Bonds have been tendered via an eligible guarantor institution. If a tendering bondholder tendered Bonds via the book-entry transfer method, the notice of withdrawal must also include the name and number of the DTC account.

Any questions regarding the validity or form, or time of receipt, of a notice of withdrawal will be determined by the Purchaser in its sole discretion, and the Purchaser will not be obligated to provide a notification of any defect or irregularity, subject to a court judgment.

8. CONDITIONS TO THIS OFFER

Notwithstanding any other provision of this Offer, Purchaser will not be required to accept for payment or, subject to any applicable rules and regulations of the SEC, including Rule 14e-1(c) promulgated under the Exchange Act (relating to Purchaser's obligation to pay for or return tendered Bonds promptly after the termination or withdrawal of this Offer), to pay for any Bonds tendered in connection with this Offer and may terminate or amend this Offer, if, immediately prior to any Expiration Date:

- (a) there is any potential, threatened, instituted, or pending action or proceeding by any court, government or government agency, regulatory agency, legal authority, or any other person or entity, domestic or foreign, which:
 - (i) seeks to enjoin the acquisition by Purchaser of any Bonds pursuant to this Offer or seeks to restrain or prohibit the making or consummation of this Offer;
 - (ii) in Purchaser's sole judgment, could materially and adversely affect an Issuer's business, condition, operations or prospects, or otherwise materially impair in any way the future of the business or materially impair this Offer's contemplated benefits to the Purchaser; or
 - (iii) materially and adversely affect Purchaser or Purchaser's affiliates' business, condition (financial or otherwise) or otherwise materially impair our ability to purchase some or all of the Bonds pursuant to this Offer;
- (b) there shall have occurred:
 - (i) a banking closure or inability to transfer funds in connection with this Offer, due to matters out of our control;
 - (ii) any change in the operations or assets of an Issuer that, in our sole and reasonable judgment, is reasonably likely to have a materially adverse effect
 - (iii) a tender offer or exchange offer for any or all of the Bonds (other than this Offer), or similar transaction with or involving an Issuer or any of its subsidiaries has been made public or is proposed in any way; or
 - (iv) we believe, in our sole discretion, that we will not own the Bonds or possess any and all rights to receive any distributions, dividends and other payments on account of such Bonds, so tendered pursuant to this Offer.

The foregoing conditions are for our sole benefit and in our sole discretion may be waived only by us, in whole or in part, at any time before the Expiration Date. Our failure to exercise any of the conditions does not represent a waiver of our rights to exercise such conditions, which we may choose to enforce at any time. Any determination we make regarding a condition and influence on this Offer will be considered final and binding.

9. U.S. FEDERAL INCOME TAX CONSEQUENCES

PROSPECTIVE INVESTORS ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF UNITED STATES FEDERAL TAX MATTERS IN THIS OFFER TO PURCHASE IS NOT INTENDED OR WRITTEN TO BE RELIED UPON, AND CANNOT BE RELIED UPON, BY PROSPECTIVE INVESTORS FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON THEM UNDER THE UNITED STATES FEDERAL TAX LAWS; (B) SUCH DISCUSSION IS INCLUDED HEREIN IN CONNECTION WITH THE PROMOTION OR MARKETING (WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230) OF THE MATTERS ADDRESSED HEREIN; AND (C) PROSPECTIVE INVESTORS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR. THIS IS IN COMPLIANCE WITH CIRCULAR 230 UNDER THE UNITED STATES TREASURY.

If a bondholder chooses not to participate in this Offer, there will be no United States income tax consequences resulting from this Offer. The summary provided herein is based upon the Internal Revenue Code of 1986, as amended (the “*Code*”), all as of the date hereof. This summary addresses only Bonds held as capital assets held by United States Holders. It does not address personal circumstances, including for example persons who are subject to alternative minimum tax, or United States Holders who use a functional currency other than the United States dollar. This information does not seek to address any state, local, or foreign laws or legal considerations, nor does it address estate or gift tax laws or legal considerations.

A “*United States Holder*” as included in this discussion is considered a beneficial owner of Bonds that for United States federal income tax purposes can be described as any of the following: (i) a citizen or resident of the United States; (ii) a corporation or taxable entity organized under the United States laws; (iii) an estate whose income is subject to United States federal income taxation regardless of source of income, (iv) a trust which could be supervised by a United States court and a United States person is in control of all substantial actions in the trust.

A transaction such as contemplated under this Offer, where Bonds are exchanged for cash, is considered a taxable event for United States federal income tax purposes. A bondholder selling their Bonds under this Offer will recognize a gain or loss for tax purposes in an amount equal to the difference, if any, between the adjusted tax basis and the amount of cash consideration received. Assuming the holding period of the bondholder is over one year, this gain or loss will be given long-term treatment. We recommend that bondholders with questions should discuss the tax consequences of this Offer with their tax advisors, both with regard to federal and state or local taxation.

10. ADDITIONAL INFORMATION;

If we determine that we are not legally able to make this Offer in any particular area or jurisdiction, or to certain individuals or entities, we reserve our right to withdraw this Offer to those applicable and we will make that known to those affected.

We recognize that the decision to accept or reject this Offer is an individual one that should be based on a variety of factors and bondholders should consult with personal advisors if holders have questions about their financial or tax situation.

No Issuer is a reporting company, the Bonds are not registered under the Securities Act and the Issuer does not file periodic reports such as Forms 10-Q and 10-K with the SEC. As a result, there is a

limited amount of current financial and other information regarding any Issuer that bondholders could rely upon in evaluating this Offer. There is information contained on MSRB's EMMA site (<http://emma.msrb.org/>), such site being accessible by all persons wishing to gain access. All bondholders are urged to access information on this site in order to evaluate this Offer.

Sincerely,

Alternative Liquidity Index, LP

January 20, 2023

The Purchaser for this Offer is:

Alternative Liquidity Index LP
C/O Alternative Liquidity Capital
11500 Wayzata Blvd. #1050
Minnetonka, MN 55305
(888)884-8796
info@alternativeliquidity.net

Please direct any questions or requests for assistance and requests for additional copies of this Offer to Purchase to the Purchaser using the contact information set forth above. Bondholders also may contact their broker, dealer, commercial bank, trust company or nominee for assistance concerning this Offer.

**Offer to Purchase for Cash
Up to \$5,000,000 in Principal Amount**

**The County Commission of Wood County, West Virginia Tax
Exempt Subordinate Refunding Revenue Bonds (Ohio Valley
University, Inc. Project)
Series 2007B**

and

**The Wood County (West Virginia) Building Commission Tax-
Exempt Subordinate Refunding Revenue Bonds
(Ohio Valley University,
Inc. Project)
Series 2007C Bonds**

At a Price of \$150 per \$5,000 in Principal Amount (3% of par)

by Alternative Liquidity Index, LP

**CUSIP Numbers:
97835PAA9, 978328FJ6**

TENDER PURCHASE DATE: March 8, 2023 (unless Expiration Date is extended)

DELIVERY INSTRUCTIONS

To validly tender a book-entry Bond, the original Letter of Transmittal (attached) must be received from brokers by the Purchaser by March 8, 2023 (the Tender Purchase Date). Please email the Letter of Transmittal to the Purchaser by March 6, 2023 (the Expiration Date), and follow up with delivery of the original Letter of Transmittal to the Purchaser by March 8, 2023

The Purchaser will wire funds (\$150 per \$5,000 in principal amount increment of Bonds tendered) for each tendering Beneficial Owner on the Tender Purchase Date as set out on the attached Exhibit A.

Bonds must be delivered FREE to the Purchaser's Account. For specific transfer instructions please contact the Purchaser using the information below:

**Alternative Liquidity Index LP
C/O Alternative Liquidity Capital
11500 Wayzata Blvd. #1050
Minnetonka, MN 55305
(888)884-8796
info@alternativeliquidity.net**

Bonds may be delivered free upon notification to the Purchaser at any time before the Tender Purchase Date.

TO: Alternative Liquidity Index LP
C/O Alternative Liquidity Capital
11500 Wayzata Blvd. #1050
Minnetonka, MN 55305
(888)884-8796
info@alternativeliquidity.net

Exhibit A

LETTER OF TRANSMITTAL (DTC-Held Book Entry Bonds)

OFFER TO PURCHASE FOR CASH UP TO \$5,000,000 IN PRINCIPAL AMOUNT

**The County Commission of Wood County, West Virginia Tax
Exempt Subordinate Refunding Revenue Bonds (Ohio Valley
University, Inc. Project)
Series 2007B**

and

**The Wood County (West Virginia) Building Commission Tax-
Exempt Subordinate Refunding Revenue Bonds
(Ohio Valley University,
Inc. Project)
Series 2007C Bonds**

**CUSIP Numbers:
97835PAA9, 978328FJ6**

**OFFER EXPIRATION DATE: 11:59 PM (New York City Time) on March 6, 2023 (unless
extended)**

**TENDER PURCHASE DATE: March 8, 2023
(unless the Offer Expiration Date is extended)**

DESCRIPTION OF BONDS TO BE TENDERED

In order to accept the offer to purchase the above referenced Bonds, the broker, dealer, commercial bank, trust company or other nominee must complete this Letter of Transmittal for each Beneficial Owner and submit the original to the Purchaser by the Tender Purchase Date.

Name and Address of Bank/Broker/Nominee	Principal Amount of Bonds Tendered	Tender Price (\$150 per \$5000 Principal Amount of Bonds Tendered)
_____ _____ _____	\$ _____	\$ _____ CUSIP NUMBER: _____

Beneficial Owner Name: _____ _____ ***** Contact: _____ Telephone: _____ Email: _____ Participant #: _____ Security Delivery Date: _____	***** Wire Instructions for Payment from Purchaser on Tender Purchase Date: _____ ABA: _____ Bank Name: _____ Bank Address: _____ _____ Account #: _____ Account Name: _____ Attn: _____ Ref: _____
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The undersigned, on behalf of itself or as broker, dealer, commercial bank, trust company or other nominee on behalf of its customer, hereby irrevocably tenders for purchase the above-listed Bonds in the Principal Amount Tendered and at the Tender Price shown above.

The undersigned hereby agrees to deliver the above-listed Bonds to the Purchaser on the Tender Purchase Date and acknowledges that this Letter of Transmittal constitutes (i) an irrevocable offer to sell the Bonds to which this Notice relates on the Tender Purchase Date set forth above, at the Tender Price set forth above plus current accrued interest as of the Tender Purchase Date, (ii) an irrevocable authorization and instruction to the Purchaser to effect transfer of such Bond upon payment of such Purchase Price by the Purchaser on the Tender Purchase Date, and (iii) an acknowledgment that the undersigned will have no further rights with respect to such Bond upon payment of the Purchase Price thereof by the Purchaser on the Tender Purchase Date, except for the right to receive such Purchase Price upon delivery of such Bond to the Purchaser according to instructions provided.

Capitalized terms not otherwise defined herein shall have the meanings given such terms in the Trust Indenture under which the above-listed Bonds were issued.

SIGN HERE:

below:

Authorized Representative

Printed Name: _____

Phone Number: _____

SIGNATURE GUARANTY: Your signature must be *Medallion guaranteed* by an eligible financial institution in the space

Exhibit B

ADMINISTRATIVE FEE PAYMENT REQUEST

(Relating to the Offer to Purchase Bonds by Alternative Liquidity Index, LP)

**The County Commission of Wood County, West Virginia Tax
Exempt Subordinate Refunding Revenue Bonds (Ohio Valley
University, Inc. Project)
Series 2007B**

and

**The Wood County (West Virginia) Building Commission Tax-
Exempt Subordinate Refunding Revenue Bonds
(Ohio Valley University,
Inc. Project)
Series 2007C Bonds**

**CUSIP Numbers:
97835PAA9, 978328FJ6**

Alternative Liquidity Index, LP (“Alternative Liquidity”) has agreed to pay to any commercial bank or trust company having an office, branch or agency in the United States, and any firm which is a member of a registered national securities exchange or of the National Association of Securities Dealers, Inc. (“NASD”) (an “Eligible Institution”) an Administrative Fee Payment of one tenth of one percent (0.10%) or \$5 per \$5,000 Principal Amount of the Bonds purchased, provided that such fee will only be paid with respect to each retail customer who validly tenders their Bonds to the Purchaser pursuant to the terms and conditions set forth in the *Offer to Purchase* dated January 20, 2023 (the “Materials”). A retail customer is an individual whose investments are managed by an investment manager or an individual whose investments are held in a separate account in the name of that individual.

By signing this form, I hereby represent that (i) this request for the Administrative Fee Payment is bona fide and has been made on behalf of accounts of separate Beneficial Owners of the Bonds; (ii) in making solicitation, no materials other than the Materials were used; and, (iii) this Administrative Fee Payment is payable under the terms and conditions described in the Materials. I am a registered employee of my firm, which is an Eligible Institution. With respect to the Offer, I personally reviewed and solicited the transaction(s) described below from my firm’s retail customer(s). On behalf of my firm, I request payment of the resulting Administrative Fee Payment.

Section 1:	The Tendered Bonds:		
VOI Number (Required)	CUSIP (Required)	Principal Amount of Bonds Tendered (In \$5,000 Par Increments)	Tender Price (\$150 per \$5,000 Principal Amount of Bonds Tendered)
		\$	\$

		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Section 2:		The Registered Representative:	
Firm Name		DTC Participant #	Broker ID#
Representative Name		Representative Title	
Representative Branch/Location		Representative Telephone #	
Representative Signature		Date	
X _____ —		MEDALLION STAMP SIGNATURE GUARANTY:	
Firm Wiring Instructions for Administrative Fee Payment: ABA #: Bank Name: Bank Address: Account #: Account Name: Reference:			

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In order to be eligible to receive the Administrative Fee Payment, a properly completed Administrative Fee Payment Request form must be received via fax or email by the Purchaser no later than 5:00p.m. (New York City Time) on the third Business Day following the Offer Expiration Date. All questions as to the validity, form and eligibility (including time of receipt) of the Administrative Fee Payment Request form will be determined by Alternative Liquidity in its sole discretion, which determination will be final, conclusive and binding. None of the Purchaser or any other person is under any duty to give notification of any defects or irregularities in any Administrative Fee Payment Request form or to incur any liability for failure to give this notification. The Administrative Fee Payment will be made within three days of the Tender Purchase Date.