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RECORDER'S NOTE: THE ECONOMIC DEVELOPMENT AUTHORITY OF JAMES CITY COUNTY, VIRGINIA, AND JAMES CITY COUNTY, VIRGINIA, ARE EXEMPT FROM RECORDATION TAXES PURSUANT TO SECTION 58.1-811(E) OF THE CODE OF VIRGINIA OF 1950, AS AMENDED, AND CLERK'S FEES PURSUANT TO SECTION 17.1-266 OF THE CODE OF VIRGINIA OF 1950, AS AMENDED.

DEED AND AGREEMENT OF FINANCING LEASE

between

**ECONOMIC DEVELOPMENT AUTHORITY OF
JAMES CITY COUNTY, VIRGINIA,
as Grantor,**

and

**BOARD OF SUPERVISORS OF JAMES CITY COUNTY, VIRGINIA,
on behalf of JAMES CITY COUNTY, VIRGINIA,
as Grantee**

Dated as of _____, 2018

**Relating to
Economic Development Authority of James City County, Virginia
Public Facility Revenue and Refunding Bonds
(County Governmental Projects)
Series 2018**

ALL RENTALS PAYABLE UNDER THIS LEASE HAVE BEEN ABSOLUTELY ASSIGNED TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF WILMINGTON TRUST, NATIONAL ASSOCIATION, TRUSTEE, UNDER AN ASSIGNMENT AGREEMENT WITH THE AUTHORITY DATED AS OF _____, 2018, AS AMENDED OR SUPPLEMENTED FROM TIME TO TIME. INFORMATION CONCERNING SUCH ASSIGNMENT AND SECURITY INTEREST MAY BE OBTAINED FROM THE TRUSTEE IN RICHMOND, VIRGINIA.

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THIS DEED AND AGREEMENT OF FINANCING LEASE, dated as of _____, 2018, by and between the **ECONOMIC DEVELOPMENT AUTHORITY OF JAMES CITY COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "Authority"), as lessor and, for indexing purposes, grantor, and the **BOARD OF SUPERVISORS OF JAMES CITY COUNTY, VIRGINIA** (the "County Board"), on behalf of **JAMES CITY COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "County"), as lessee and, for indexing purposes, grantee;

WITNESSETH:

WHEREAS, the Authority is a political subdivision of the Commonwealth of Virginia duly created under the Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (the "Act"); and

WHEREAS, the Authority is authorized to exercise all the powers set forth in the Act, which include, among other things, the power to make loans to, among others, a county in furtherance of the purposes of the Act, to finance or refinance and lease facilities for use by a county, to issue its revenue bonds, notes and other obligations from time to time for such purposes and to pledge all or any part of its revenues and receipts derived from payments received by the Authority in connection with its loans or from the leasing by the Authority of such facilities or from any other sources, as security the payment of principal of and interest on any such obligations; and

WHEREAS, pursuant to a Deed and Agreement of Ground Lease dated as of the date hereof (the "Ground Lease"), the Authority is acquiring contemporaneously with the execution hereof a leasehold interest in certain real property located in James City County, Virginia (as more fully defined herein, the "Property"); and

WHEREAS, the Authority has agreed to issue its Public Facility Revenue and Refunding Bonds (County Governmental Projects), Series 2018 (the "Series 2018 Bonds"), and to loan the proceeds thereof to the County pursuant to the terms of a Financing Agreement dated as of June 1, 2016, as supplemented by a First Supplemental Financing Agreement dated as of _____, 2018, each between the Authority and the County (together, the "Financing Agreement"), to be applied by the County to finance and refinance costs of certain capital improvements for governmental facilities (as further defined in the Financing Agreement, the "Project"); and

WHEREAS, pursuant to the terms of the Financing Agreement, the County has agreed to repay such loan by making Basic Payments (as defined in the Financing Agreement), subject to appropriation by the County Board from time to time of sufficient moneys for such purpose; and

WHEREAS, in consideration of such loan and to provide additional security for the Series 2018 Bonds, the County has agreed to lease the Property from the Authority pursuant to the terms of this Financing Lease and to make rental payments therefor, subject to appropriation by the County Board from time to time of sufficient moneys for such purpose; and

WHEREAS, the Authority has agreed to apply the amounts received from the County under the Financing Agreement in respect of the Series 2018 Bonds as a credit against the rental payments due hereunder;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained and other valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions.

Unless otherwise defined in this Financing Lease, all terms used herein shall have the meanings assigned to such terms in the Financing Agreement and the Agreement of Trust. The following words as used in this Financing Lease shall have the following meanings unless the context otherwise requires.

“Additional Rent” shall mean (a) reasonable fees for services rendered and for expenses reasonably incurred by the Trustee, including the reasonable fees of its attorneys, under the Agreement of Trust with respect to the Series 2018 Bonds and any additional Series secured by this Financing Lease, (b) any fees or charges for the arbitrage rebate calculations, (c) any amounts necessary to make, when due, any required arbitrage rebate payment with respect to the Series 2018 Bonds and any additional Series secured by this Financing Lease, (d) with respect to any Series secured by this Financing Lease, any amounts necessary to restore the balance in any related Series Debt Service Reserve Account to the respective Series Debt Service Reserve Requirement, if any, (d) the reasonable fees and expenses of the Trustee and all other amounts which the County assumes or agrees to pay, including any cost or expense necessary to cancel and discharge the Agreement of Trust upon payment of the Series 2018 Bonds and any additional Series secured by this Financing Lease, (f) reasonable costs and expenses directly related to the Property, the Series 2018 Bonds or any additional Series secured by this Financing Lease, (g) reasonable costs and expenses, including premiums, for any credit facility provider, (h) a reasonable share of the fees and expenses of the Authority, including the reasonable fees of its counsel and the cost of any audit of the funds of the Authority, (i) any expenses incurred by the Authority in connection with its obligations under Section 4.12, and (j) all other amounts which the County agrees to pay under the terms of this Financing Lease, but not including Basic Rent.

“Agreement of Trust” shall mean the Agreement of Trust dated as of June 1, 2016, between the Authority and the Trustee, and any and all supplements and amendments thereto, including, but not limited to, the Second Supplemental Agreement of Trust dated as of _____, 2018, between the Authority and the Trustee.

“Assignment Agreement” shall mean the Assignment Agreement dated as of _____, 2018, between the Authority and the Trustee, as such Agreement may be supplemented, amended or modified from time to time.

“Authority” shall mean the Economic Development Authority of James City County, Virginia, a political subdivision of the Commonwealth of Virginia, its successors and assigns.

“Basic Agreements” shall mean, collectively, the Agreement of Trust, the Financing Agreement, the Ground Lease, this Financing Lease and the Assignment Agreement.

“Basic Rent” shall mean the payments payable by the County pursuant to Section 4.2(a) in the amounts and at the times set forth in Exhibit A.

“County Board” shall mean the Board of Supervisors of James City County, Virginia, as the governing body of the County.

“Event of Default” shall mean any of the events enumerated in Section 6.1

“Financing Agreement” shall mean the Financing Agreement dated as of June 1, 2016, as supplemented by a First Supplemental Financing Agreement dated as of _____, 2018, each between the Authority and the County, as such Agreement may be supplemented, amended or modified from time to time.

“Financing Lease” shall mean this Financing Lease and any and all supplements, amendments and modifications hereto.

“Lease Term” shall mean the duration of the leasehold estate created in the Property, as provided in Section 4.1.

“Net Proceeds” shall mean the gross proceeds from any insurance recovery, or condemnation, eminent domain or loss of title award in connection with the Property less payments for attorneys’ fees, fees and expenses of the Trustee and other expenses incurred in the collection of such gross proceeds.

“Payment of Basic Rent” shall mean payment in full of all Basic Rent due and to become due under this Agreement.

“Permitted Encumbrances” shall mean, as of any particular time as to the Property, (a) liens for taxes and special assessments not then delinquent, (b) liens for taxes and assessments which are delinquent but the validity of which is being contested in good faith and with respect to which the County shall have set aside adequate reserves, unless thereby any of the Property or the interest of the County therein may be in danger of being lost or forfeited, (c) the Ground Lease and any security interests or other liens created thereby, (d) this Financing Lease and any security interests or other liens created hereby, (e) mechanics’ and materialmen’s liens incident to construction or maintenance now or hereafter filed of record which are being contested in good faith and have not proceeded to judgment, provided that the County shall have set aside adequate reserves with respect thereto, (f) restrictions, mineral rights, easements, rights of way, exceptions or reservations for the purpose of utilities (including but not limited to water and gas pipelines, sanitary and storm sewers, telephone lines, telegraph lines, power lines, substations and other facilities and equipment used in connection with such utilities), roads, streets, alleys, highways, railroads, dikes, canals, laterals, ditches, and other like purposes, or for the joint or common use of real property, in each case which do not materially impair the use of the Property for the purposes for which it is or may reasonably be expected to be held, (g) such defects, irregularities, encumbrances, easements, rights of way and clouds on title as normally exist with respect to property owned or leased by the County for essential governmental purposes and similar in character to the Property and as will not, in the opinion of the County Attorney, impair the use of the Property affected thereby for the purpose for which it is or may reasonably be expected to be held by the County, and (h) present or future zoning laws and ordinances.

“Property” shall mean the real property and any and all improvements now or hereafter existing thereon (but exclusive of any equipment, furnishings or other personal property located in or on the Property), as further described in Exhibit A to the Ground Lease, and as such Exhibit may be amended from time to time.

“Series 2018 Bonds” shall mean the Authority’s \$_____ Public Facility Revenue and Refunding Bonds (County Governmental Projects), Series 2018, issued pursuant to Article III of the Master Agreement of Trust.

“Trustee” shall mean Wilmington Trust, National Association, Richmond, Virginia, in its capacity as the trustee under the Agreement of Trust, including any successor trustee(s) thereunder.

Section 1.2 Rules of Construction.

The following rules shall apply to the construction of this Financing Lease unless the context otherwise requires:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) Words importing the redemption or calling for redemption of Bonds shall not be deemed to refer to or connote the payment of Bonds at their stated maturity.

(c) Unless otherwise indicated, all references herein to particular Articles or Sections are references to Articles or Sections of this Financing Lease.

(d) The headings and Table of Contents herein are solely for convenience of reference and shall not constitute a part of this Financing Lease nor shall they affect its meaning, construction or effect.

(e) All references herein to payment of Bonds are references to payment of principal of and premium, if any, and interest on the Bonds.

ARTICLE II

REPRESENTATIONS

Section 2.1 Representations by Authority.

The Authority makes the following representations:

(a) The Authority is a political subdivision of the Commonwealth of Virginia duly created under the Act;

(b) The undertaking by the Authority to lease the Property to the County has been authorized, as required by the Act, by the affirmative vote of a majority of the members of the Authority present at a meeting at which a quorum was present and acting throughout;

(c) Pursuant to the Act, the Authority has full power and authority to enter into the Basic Agreements and to perform the transactions contemplated thereby and to carry out its obligations thereunder and by proper action has duly authorized, executed and delivered such Basic Agreements and has issued the Series 2018 Bonds;

(d) The execution, delivery and compliance by the Authority with the terms and conditions of the Basic Agreements will not conflict with or constitute or result in a default under or violation of, (i) any existing law, rule or regulation applicable to the Authority, or (ii) any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or other restriction of any kind to which the Authority or any of its assets is subject;

(e) No further approval, consent or withholding of objection on the part of any regulatory body or any official, Federal, state or local, is required in connection with the execution or delivery of or compliance by the Authority with the terms and conditions of the Basic Agreements, except that no representation is made as to the applicability of any Federal or state securities laws;

(f) There is no litigation at law or in equity or any proceeding before any governmental agency involving the Authority pending or, to the knowledge of the Authority, threatened against the Authority with respect to (i) the creation and existence of the Authority, (ii) its authority to execute and deliver the Basic Agreements or the Series 2018 Bonds, (iii) the validity or enforceability of the Basic Agreements or the Authority's performance of its obligations thereunder, (iv) the title of any officer of the Authority executing the Basic Agreements or the Series 2018 Bonds, or (v) its power to lease the Property to the County; and

(g) The Authority is the owner of a leasehold estate in the Property granted by the Ground Lease.

Section 2.2 Representations by County.

The County makes the following representations:

(a) The County is a political subdivision of the Commonwealth of Virginia;

(b) The lease of the Property to the County pursuant to this Financing Lease will provide the County governmental facilities, so that the County may serve functions which are essential to its proper, efficient and economic operations of the County and to the health and welfare of its residents;

(c) The County has full power and authority to enter into the Basic Agreements to which it is a party and to perform the transactions contemplated thereby and to carry out its obligations thereunder and by proper action has duly authorized, executed and delivered such Basic Agreements;

(d) The County is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default under any instrument under or subject to which any indebtedness for borrowed money has been incurred, and no event has

occurred and is continuing that with the lapse of time or the giving of notice, or both, would constitute or result in an event of default thereunder;

(e) The County is not in default under or in violation of, and the execution, delivery and compliance by the County with the terms and conditions of the Basic Agreements to which it is a party will not conflict with or constitute or result in a default under or violation of (i) any existing law, rule or regulation applicable to the County, or (ii) any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the County or any of its assets is subject, and no event has occurred and is continuing that with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation;

(f) No further approval, consent or withholding of objection on the part of any regulatory body or any official, Federal, state or local, is required in connection with the execution or delivery of or compliance by the County with the terms and conditions of the Basic Agreements to which it is a party;

(g) There is no litigation at law or in equity or any proceeding before any governmental agency involving the County pending or, to the knowledge of the County, threatened against the County with respect to (i) the authority of the County to execute and deliver the Basic Agreements to which it is a party, (ii) the validity or enforceability of such Basic Agreements or the County's performance of its obligations thereunder, (iii) the title of any officer of the County executing such Basic Agreements, or (iv) its power to lease the Property from the Authority;

(h) Until termination of this Financing Lease, the County intends to use the Property, or to cause it to be used, as governmental facilities or as such other facilities for use by a county as are permissible under the Act and the Code of Virginia of 1950, as amended. The County will not use or occupy the Property or permit it to be used or occupied (i) contrary to any law or regulation in effect now or in the future (and without regard to any change of government policy), or (ii) in any manner which will (A) cause structural injury to any part of the Property (the County shall make structural and other changes to the Property at its sole cost and expense and without regard to the cost), (B) cause the value or the usefulness of the Property to diminish (ordinary wear and tear excepted), (C) constitute a public or private nuisance or (D) result in waste to the Property; nor will it do or permit anything to be done on or about the Property that will affect, impair or contravene any policies of insurance that may be carried on the Property or with respect to its use.

ARTICLE III

LEASE OF PROPERTY

Section 3.1 Lease of Property.

The Authority demises and leases to the County, and the County leases from the Authority, the Property for the term set forth in Section 4.1 and in return for the Basic Rent and Additional Rent provided for in Section 4.2, all in accordance with the terms of this Financing Lease. The Authority hereby agrees to perform the obligations imposed upon it as lessee under

the Ground Lease. Subject to the provisions of Articles VI and VIII, the County shall be entitled to the possession of the Property during the term of this Financing Lease.

THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTY THAT THE COUNTY WILL HAVE QUIET AND PEACEFUL POSSESSION OF THE PROPERTY, except that the Property is free from encumbrances done, made or knowingly suffered by the Authority or anyone claiming by, through or under it. The County recognizes that since the leasing of the Property is being undertaken at the County's request, THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION OR WORKMANSHIP OF ANY PART OF THE PROPERTY OR ITS SUITABILITY FOR THE COUNTY'S PURPOSES OR NEEDS.

ARTICLE IV

LEASE TERM; PAYMENT OF RENTAL; MAINTENANCE; INSURANCE AND TAXES

Section 4.1 Lease Term.

The Lease Term shall commence on the date of execution hereof and, unless sooner terminated in accordance with the provisions hereof, shall terminate at midnight on _____, 20__; provided, however, that if all payments required by this Financing Lease have not been made on such date, the Lease Term shall terminate when all such payments shall have been made.

Section 4.2 Rental Payments.

(a) Subject to Section 4.3, the County shall pay Basic Rent to the Authority on each [June 1] and [December 1] in the years and in the amounts set forth on Exhibit A attached hereto, as it may be amended from time to time.

(b) Subject to the limitation of Section 4.3, in the event of a deficiency in any other Series Debt Service Reserve Account with respect to an additional Series secured by this Financing Lease, the County agrees to pay as Additional Rent to the Trustee not later than 45 days before the next succeeding interest payment date set forth in Exhibit A the amount of such deficiency. There shall be no Series Debt Service Reserve Account established for the Series 2018 Bonds.

(c) Subject to the limitation of Section 4.3 and subject to the terms of a more specific agreement as to compensation entered into by the County and the Trustee, the County agrees to pay as Additional Rent to the Trustee until payment in full of the Series 2018 Bonds and any additional Series secured by this Financing Lease then Outstanding its reasonable fees for services rendered and for expenses reasonably incurred by the Trustee under the Agreement of Trust.

(d) Subject to the limitation of Section 4.3, the County agrees to pay as Additional Rent (i) any expenses incurred by the Authority in connection with its obligations under this Financing Lease and (ii) all other amounts which the County agrees to pay under the terms of this Financing Lease, but not including payments of Basic Rent.

(e) The obligations of the County to make the payments of Basic Rent and Additional Rent and to perform and observe the other agreements contained herein shall be absolute and unconditional, except as provided in subsection (f) below and in Section 4.3.

(f) Notwithstanding anything herein to the contrary, to the extent that the County pays in full each installment of Basic Payment and Additional Payment when due under the terms of the Financing Agreement, the amount of such payment shall be credited in full against the corresponding obligation of the County hereunder to pay any installment of Basic Rent and Additional Rent.

Section 4.3 Appropriations of Basic Rent and Additional Rent; Declaration of Essentiality.

The County reasonably believes that funds sufficient to make all payments of Basic Rent and Additional Rent during the term of this Financing Lease can be obtained. While recognizing that it is not empowered to make any binding commitment to make payments of Basic Rent and Additional Rent beyond the current Fiscal Year, the County Board in authorizing the execution of this Financing Lease has stated its intent to make appropriations sufficient to make the payments of Basic Rent and Additional Rent.

Notwithstanding anything in this Financing Lease to the contrary, the County's obligations to pay the cost of performing its obligations under this Financing Lease, including its obligations to pay all Basic Rent and Additional Rent, shall be subject to and dependent upon appropriations being made from time to time by the County Board in sufficient amounts for such purposes; provided, however, that the County Administrator or other officer charged with the responsibility for preparing the County's Annual Budget shall include in the proposed budget for each Fiscal Year as a single appropriation the amount of all Basic Rent and estimated Additional Rent coming due during such Fiscal Year (taking into account without duplication appropriations made to pay Basic Payments and Additional Payments due under the Financing Agreement during the same Fiscal Year).

For each Fiscal Year of the Lease Term, the County Administrator or other officer charged with the responsibility for preparing the County's Annual Budget shall deliver to the Trustee and the Authority within 10 days after its adoption, but not later than 10 days after the beginning of each Fiscal Year, a copy of the County's adopted Annual Budget that includes an approval of funds sufficient to pay, or be credited to the payment of, both Basic Rent and estimated Additional Rent coming due for the relevant Fiscal Year.

If any adopted Annual Budget does not include an approval of funds sufficient to pay, or be credited to the payment of, both Basic Rent and estimated Additional Rent coming due for the relevant Fiscal Year, the County Board shall take a roll call vote immediately after adoption of such Annual Budget acknowledging the impact of its failure to approve such funds. In addition, the County Administrator or appropriate officer shall deliver to the Trustee and the Authority within 10 days after the beginning of each Fiscal Year, a certificate stating whether an amount equal to, or credited to the payment of, the Basic Rent and estimated Additional Rent which will come due during such Fiscal Year has been appropriated by a resolution adopted by the County Board. If, by 15 days after the beginning of the Fiscal Year, the County Board has not appropriated funds for the payment of both Basic Rent and estimated Additional Rent for the

then current Fiscal Year, the County Administrator or other officer charged with the responsibility for preparing the County's Annual Budget and appropriation resolution shall give written notice to the County Board to consider a supplemental appropriation for such purposes.

Section 4.4 Insurance.

Subject to Section 4.3, the County shall continuously maintain throughout the Lease Term public liability, fire and extended coverage insurance with respect to the Property as may be required from time to time to insure against such risks as are customarily insured against by public bodies for facilities and equipment similar in size, function and character to the Property, including, without limitation, insurance against loss of or damage to the Property, or any part thereof, in an amount equal to at least the full replacement cost of the Property, or any part thereof, paying when due all premiums with respect thereto; provided, however, that the County may self-insure as to any or all of such coverage and such self-insurance will satisfy the requirements of this Section. If the County self-insures, the County shall cause to be filed annually with the Trustee a certificate of its risk manager or insurance consultant as to the adequacy of reserves for such self-insurance.

Section 4.5 Maintenance.

Subject to Sections 4.3, 5.1 and 5.2, the County shall maintain, preserve and keep the Property in compliance with all legal requirements and in good repair and operating condition (normal wear and tear excepted) and from time to time shall make all necessary repairs, replacements and renewals.

Section 4.6 Inspection of Property.

The Authority, the Trustee and their duly authorized representatives and agents shall have such reasonable rights of access to the Property (subject to prior written or telephonic notice to the County) as may be necessary to determine whether the County is in compliance with the requirements of the Basic Agreements, but neither the Authority nor the Trustee shall have any duty to monitor the County's compliance.

Section 4.7 Net Lease.

This Financing Lease shall be deemed and construed to be a net lease, and during the Lease Term, the County shall pay Basic Rent and Additional Rent, free of all deductions, diminutions and set-offs, and without abatement for casualty, loss of title, condemnation or any other reason whatsoever except that (a) Basic Rent shall decrease as a consequent of each prepayment of Basic Rent in accordance with Sections 4.3, 5.1(b)(2) and 5.2(b)(2) and (b) payments of Basic Rent on each [June 1] and [December 1] may be reduced by the amount then on deposit in the Bond Fund.

Section 4.8 Liens on Property; Disposition of Property.

Except as provided in Section 4.12 below and otherwise in the Basic Agreements, the County shall not create, incur or grant any mortgage, pledge, security interest, lien or encumbrance other than Permitted Encumbrances on or with respect to the Property and shall not

dispose of any interest in the Property unless it delivers to the Authority a certificate of the County, signed by the County Administrator, stating:

(a) that the proceeds from the disposition will be (i) applied to the purchase of additional real property to become part of the Property or (ii) deposited with the Trustee in the Bond Fund and applied to the payment or redemption of the Series 2018 Bonds and any additional Series secured by this Financing Lease; and

(b) that the disposition, together with any substitution of additional real property becoming part of the Property, will not adversely affect the usefulness of the Property or any part of it or its intended purpose or deprive the County of any real property needed for access to or operation of the Property.

Upon receipt of the above, so long as the County is not in default under this Financing Lease, the Authority will release from this Financing Lease and convey to the County that portion of the Property to be disposed of but only after (if applicable) any real property that is to be substituted for it has been conveyed to the Authority and been subjected to this Financing Lease.

Section 4.9 Installation of County's Own Furnishings and Equipment.

The County may from time to time, in its discretion and at its own expense, install furnishings and equipment at the Property. All furnishings and equipment so installed by the County shall remain the property of the County in which neither the Authority nor the Trustee shall have any interest and may be modified or removed at any time while the County is not in default under this Financing Lease. Nothing contained in this Section shall prevent the County from purchasing furnishings and equipment and creating purchase money security interests therein pursuant to the Uniform Commercial Code of Virginia as security for the unpaid portion of the purchase price thereof. The County shall pay as due the purchase price of and all costs and expenses with respect to the acquisition and installation of any furnishings and equipment installed by it pursuant to this Section.

Section 4.10 Prepayment of Basic Rent.

To the extent that the County prepays any amounts due under the Financing Agreement with respect to the Series 2018 Bonds and any additional Series secured by this Financing Lease, the amount of such prepayments shall also be credited against the corresponding amount of Basic Rent due under this Financing Lease.

Section 4.11 Release and Transfer of Property; Termination of Financing Lease.

Within 30 days after the payment or prepayment in full by the County of Basic Rent and any Additional Rent, the Authority shall execute and deliver to the County or file such instruments as may be reasonably necessary and proper to terminate the Authority's interest in the Property pursuant to Section 8(a) of the Ground Lease and to terminate this Financing Lease. Any reasonable expenses incurred by the Authority in effecting such transfers, conveyances, releases and assignments shall constitute Additional Rent.

Section 4.12 Subleasing; Preservation of Tax Exempt Status of Interest on Bonds.

The County shall not sublease the Property, or any portion thereof, or assign any of its rights under this Financing Lease, to any entity other than the Commonwealth of Virginia, a city, a county or a town, or any agency thereof, without an opinion of Bond Counsel that such sublease or assignment would not adversely affect the exclusion of interest on the Series 2018 Bonds (or any additional Series secured by this Financing Lease) from gross income for Federal income tax purposes. The County shall send notice to the Trustee and the Authority of any sublease of the Property or any portion thereof, or any assignment of any of the County's rights under this Financing Lease, within 30 days of entering into such sublease or assignment.

ARTICLE V

DAMAGE, DESTRUCTION OR CONDEMNATION

Section 5.1 Damage or Destruction.

(a) The County shall notify the Trustee and the Authority immediately in the case of damage to or destruction from fire or other casualty of the Property or any portion thereof during the Lease Term in an amount that the County determines in good faith will cost more than \$250,000 to repair, reconstruct and restore. If the County determines in good faith that such cost will not exceed \$250,000, the County shall retain, subject to Section 4.4, the Net Proceeds received with respect to such damage or destruction and apply such Net Proceeds to the repair, reconstruction and restoration of such portion of the Property so damaged or destroyed to substantially the same condition as had existed prior to the event causing such damage or destruction. If such Net Proceeds are not sufficient to pay in full the cost of such repair, reconstruction and restoration, the County shall, subject to Section 4.3, pay so much thereof as is in excess of such Net Proceeds.

(b) If the Property or any portion thereof is damaged or destroyed by fire or other casualty during the Lease Term and the County, in consultation with the County Board, determines in good faith that the cost to repair, reconstruct and restore the Property to the same condition as had existed prior to such damage or destruction will exceed \$250,000, then the County shall, upon the following conditions and within 90 days after the date such damage or destruction occurs, pay all Net Proceeds to the Trustee for deposit in the Project Fund (subject to any required transfers to the Arbitrage Rebate Fund) and elect one of the following two options by giving notice of such election to the Trustee and the Authority, and the Trustee shall disburse such Net Proceeds in accordance with the option so elected:

(1) Option A - Repair, Reconstruction and Restoration. The County may elect to repair, reconstruct and restore the Property. Upon the County's election of this Option A, the County shall proceed to cause the Property to be repaired, reconstructed and restored to substantially the same condition as had existed prior to the event causing such damage or destruction, with such alterations and additions as the County may determine to be necessary or desirable and as will not impair the capacity or character of the Property for the purposes for which it had been or was intended to be used prior to such damage or destruction. The County shall direct the Trustee to create a special account in the Project Fund and deposit such Net Proceeds therein. So long as the

County is not in default under this Financing Lease, the County may direct the Trustee upon receipt of a request made in accordance with Section 503 of the Agreement of Trust, to apply, in the manner and upon the conditions set forth in such Section 503, so much as may be necessary of such Net Proceeds to payment of the cost of such repair, reconstruction and restoration, either on completion thereof or as the work progresses. If such Net Proceeds are not sufficient to pay in full the cost of such repair, reconstruction and restoration, the County shall pay to the Trustee, subject to Section 4.3, within 90 days of receipt of such Net Proceeds, so much of the cost thereof as may be in excess of such Net Proceeds to the Trustee for deposit to the special account in the Project Fund. The County shall not be entitled by reason of the payment of such excess cost to any (A) interest in the Property that it did not possess prior to such payment, (B) reimbursement from the Authority or the Trustee, or (C) abatement or diminution of Basic Rent or Additional Rent.

(2) Option B - Prepayment. The County may elect to have such Net Proceeds applied to the prepayment of all or any portion of the Basic Payments due under the Financing Agreement, plus interest accrued to the date of prepayment, to be used by the Trustee (upon receiving such Net Proceeds, to the extent and in the manner provided in the Agreement of Trust and to the extent of such Net Proceeds) to redeem the Series 2018 Bonds and any additional Series secured by this Financing Lease.

Section 5.2 Condemnation and Loss of Title.

(a) In the case of a taking of all or any part of the Property or any right therein under the exercise of the power of eminent domain or any loss of all or any part of the Property because of loss of title thereto, or the commencement of any proceedings or negotiations which might result in such a taking or loss, the party upon whom notice of such taking is served or whom such proceedings or negotiations are commenced or who learns of a loss of title shall give prompt notice to the other and to the Trustee. Each such notice shall describe generally the nature and extent of such condemnation, taking, loss, proceedings or negotiations. All obligations of the County under this Financing Lease (except the County's obligations to pay Basic Rent when due) shall terminate as to the Property or portion thereof as to which there is a loss of title or which is condemned or taken when such loss of title is finally adjudicated or when title thereto vests in the party condemning or taking the same, as the case may be (hereinafter referred to as the "termination date").

(b) In the event of any such loss of title, condemnation or taking, the County shall, upon the following conditions and within 90 days after the termination date therefor, pay all Net Proceeds to the Trustee for deposit in a special account in the Project Fund and elect one of the following two options by giving notice of such election to the Trustee and the Authority:

(1) Option A - Repairs, Reconstruction and Restoration. The County may elect to have the Net Proceeds as to such loss of title, condemnation or taking used to repair, restore or reconstruct the portion of the Property as to which there has been a loss of title, condemnation or taking. Upon election of this Option A, the County shall direct the Trustee to create a special account in the Project Fund and deposit such Net Proceeds therein. So long as the County is not in default under this Financing Lease, the County

may direct the Trustee, upon receipt of a request made in accordance with Section 503 of the Agreement of Trust, to apply, in the manner and upon the conditions set forth in such Section 503, so much as may be necessary of the Net Proceeds received by it on account of such loss of title, condemnation or taking to payment of such repair, reconstruction or restoration of the Property, either on completion thereof or as the work progresses. If such Net Proceeds are not sufficient to pay in full the cost of such repair, reconstruction or restoration, the County shall pay to the Trustee, subject to Section 4.3, within 90 days of receipt of such Net Proceeds, so much of the cost thereof as may be in excess of such Net Proceeds for deposit into such special account in the Project Fund. The County shall not be entitled by reason of the payment of such excess cost to any (A) interest in the Property that it did not possess prior to such payment, (B) reimbursement from the Authority or the Trustee, or (C) abatement or diminution of the Basic Rent or Additional Rent.

(2) Option B - Prepayment of Basic Rent. The County may elect to have the Net Proceeds payable as to any such loss of title, condemnation or taking applied to the prepayment of all or any portion of the Basic Payments due under the Financing Agreement, plus interest accrued to the date of prepayment, to be used by the Trustee (upon receiving such Net Proceeds, to the extent and in the manner provided in the Agreement of Trust and to the extent of such Net Proceeds) to redeem the Series 2018 Bonds and any additional Series secured by this Financing Lease.

(c) The Authority shall, at the expense of the County, cooperate fully with the County in the contest of any prospective or pending condemnation proceedings or in any contest over title with respect to the Property or any portion thereof and shall, to the extent it may lawfully do so, permit the County to litigate, at the expense of the County, in any such proceeding in the name and behalf of the Authority. In no event shall the Authority voluntarily settle, or consent to the settlement of, any prospective or pending condemnation proceedings, or proceedings as to title with respect to the Property or any portion thereof without the consent of the County.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

Section 6.1 Events of Default.

(a) Subject to the provisions of Section 6.1(c), the following shall be “events of default” under this Financing Lease, and the terms “event of default” or “default” shall mean, whenever they are used in this Financing Lease, any one or more of the following events:

(1) Failure of the County to pay when due any payment due under Section 4.2(a) or 4.2(b) and continuation of such failure for a period of five days; or

(2) Failure of the County to pay when due any payment due under this Financing Lease, other than payments under Section 4.2(a) and (b), or to observe and perform any covenant, condition or agreement on its part to be observed or performed, which failure shall continue for a period of 30 days after notice is given, or in the case of any such default that cannot with due diligence be cured within such 30-day period but

can be cured within the succeeding 60 days, failure of the County to proceed promptly to cure the same and thereafter prosecute the curing of such default with due diligence.

(b) The provisions of the foregoing subparagraph (a)(2) are subject to the limitation that if by reason of force majeure the County is unable in whole or in part to perform any of its covenants, conditions or agreements hereunder other than those set forth in Sections 4.2, 4.3, 4.4, 4.6 and 4.8, the County shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall include without limitation acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States of America or the Commonwealth of Virginia or any political subdivision thereof or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; droughts; restraint of government and people; or civil disturbances. The County shall remedy with all reasonable dispatch the cause or causes preventing the County from carrying out its covenants, conditions and agreements, provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the County and the County shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of any opposing party when such course is in the judgment of the County not in its best interests.

(c) Notwithstanding anything contained in this Section to the contrary, (i) failure by the County to pay when due any payment required to be made under this Financing Lease or (ii) failure by the County to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Financing Lease, either of which results from failure of the County to appropriate moneys for such purposes, as described in Section 4.3, shall not constitute an event of default. Upon any such failure to appropriate, the provisions of Article VII shall be applicable.

Section 6.2 Remedies.

Whenever any event of default shall have happened and is continuing, the Authority may take any one or more of the following remedial steps, without further demand or notice: (a) reenter and take possession of all or any portion of the Property, with or without terminating this Financing Lease, exclude the County from possession, and lease or sublease the County's leasehold estate in all or any portion of the Property for the account of the County, holding the County liable for all Basic Rent and Additional Rent due up to the effective date of such lease or sublease and for the difference between the rent and other amounts paid by the lessee or sublessee pursuant to such lease or sublease and the Basic Rent and other amounts payable by the County hereunder; or (b) take whatever action at law or in equity may appear necessary or desirable to collect the Basic Rent and the Additional Rent then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the County under this Financing Lease. In any of such cases, all rights and interests created or then existing in favor of the County as against the Authority hereunder shall cease and terminate, and the right to the possession of the Property and all other rights acquired by the County hereunder shall revert to and revest in the Authority without any act of re-entry, or any other act of the Authority to be performed and without any right of the County of return, reclamation or compensation for moneys paid under this Financing Lease as absolutely, fully and perfectly as if this Financing Lease and such payments had never been made; and in case of such default all

payments theretofore made on this Financing Lease are to be retained by and belong to the Authority as the agreed and reasonable rent of the Property up to the time of such default. Any amounts received by the Authority pursuant to the foregoing provisions shall be applied first to costs, then to any unpaid interest and then to repayment of principal, and upon payment in full of all amounts due such excess shall be deposited in the Bond Fund and credited to the next Payment of Basic Rent to the extent Basic Rent has not been paid in full. This provision shall survive termination of this Financing Lease.

Section 6.3 Reinstatement after Event of Default.

Notwithstanding the exercise by the Authority of any remedy granted by Section 6.2, unless the Authority or its assignee shall have sold its leasehold estate in all or any portion of the Property or shall have entered into an agreement providing for the reletting of the Property for at least one year, if the balance of Basic Rent shall not have been accelerated pursuant to Section 6.2(a) and all overdue Basic Rent, together with any interest thereon, and all Additional Rent shall have been paid, then the County's default under this Financing Lease shall be waived without further action by the Authority. Upon such payment and waiver, this Financing Lease shall be fully reinstated and all Basic Rent payments will be due and payable in accordance with Exhibit A, and the County shall be restored to the use, occupancy and possession of the Property; provided, however, if all or any portion of the Property has been relet for less than one year, the County shall not be restored to the use, occupancy and possession thereof until the end of such lease.

Section 6.4 No Remedy Exclusive.

No remedy conferred by this Financing Lease upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof or acquiescence therein, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 6.5 No Additional Waiver Implied by One Waiver.

Failure by the Authority at any time to require performance by the County of any provision hereof shall in no way affect the Authority's right hereunder to enforce the same, nor shall any waiver by the Authority of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

Section 6.6 Attorneys' Fees and Other Expenses.

Subject to Section 4.3 the County shall on demand pay to the Authority and the Trustee the reasonable fees of attorneys and other reasonable expenses incurred by either of them in the collection of appropriated, but unpaid, Basic Rent or Additional Rent, or the enforcement of any other obligation of the County, or its agents, upon an Event of Default or any event which, with the passage of time or the giving of notice, may become an Event of Default.

ARTICLE VII

TERMINATION OF LEASE

Section 7.1 Right To Terminate in the Event of Non-Appropriation.

If by [June 10] of any year, the County Board has failed to adopt a resolution appropriating moneys sufficient for the payment of Basic Rent and estimated Additional Rent (taking into account without duplication the corresponding Basic Payments and estimated Additional Payments due under the Financing Agreement) for the following Fiscal Year, the County Administrator shall give notice to the Authority and the Trustee of such failure to appropriate within five business days thereafter, and if no such appropriation has been made by [July 15] of the then current year, the County and the Authority each shall have the right to terminate this Financing Lease by giving notice of the exercise of its rights pursuant to this Section to the other party and the Trustee.

Section 7.2 Rights upon Termination in the Event of Non-Appropriation.

Upon termination of this Financing Lease in accordance with Section 7.1, the County shall immediately surrender possession of the Property. In the event the County does not so deliver possession, the County shall be liable, but only from legally available funds, for payment of a pro-rata portion of the Basic Rent payments and Additional Rent attributable to the number of days during which the County fails to so deliver possession.

Section 7.3 Reinstatement after Termination in the Event of Non-Appropriation.

Notwithstanding any termination of this Financing Lease in accordance with Section 7.1, this Financing Lease shall be fully reinstated, and the County shall be restored the use, occupancy and possession of the Property provided that the conditions set forth in Section 6.3 are satisfied.

Section 7.4 Termination in Certain Other Events.

Upon prepayment in full of all Basic Payments and Additional Payments (which shall be credited against the corresponding payments of Basic Rent and Additional Rent due under this Financing Lease) in accordance with Sections 4.10, 5.1(b)(2) or 5.2(b)(2), this Financing Lease shall terminate in accordance with the provisions of Section 4.11.

ARTICLE VIII

AGREEMENT OF TRUST; ASSIGNMENT; AND AMENDMENTS

Section 8.1 Agreement of Trust; Covenants.

(a) The County shall not be obligated to take any notice of any sale, assignment, reassignment, pledge, mortgage, transfer or other disposition of any interest in this Financing Lease or the Property by the Authority, unless such sale, assignment, reassignment, pledge, mortgage, transfer or other disposition is undertaken in accordance with the Agreement of Trust and the County shall have received a duplicate original counterpart of the document by which the

assignment, reassignment, pledge, mortgage, transfer or other disposition is made, disclosing the name and address of the person or entity receiving such interest; provided, however, that if such assignment, reassignment, pledge, mortgage, transfer or other disposition is made to a bank or trust company as trustee or paying agent or escrow agent for holders of the Series 2018 Bonds or any additional Series secured by this Financing Lease, it shall thereafter be sufficient that a copy of the trust instrument or agency agreement shall have been deposited with the County until the County shall have been advised that such trust instrument or agency agreement is no longer in effect. During the Lease Term the County shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code.

(b) Subject to Section 4.3, the County covenants to take whatever action may be necessary for the Authority to comply with the Authority's covenants under the Agreement of Trust including, without limitation, (i) to cause any necessary financing statements relating to the Basic Rent payments to be executed and filed in all appropriate offices from time to time and will cause the financing statements and instruments of further assurance to be recorded and filed in such manner and in such places as are required by law in order to preserve and protect the rights and security of the holders of the Series 2018 Bonds, and (ii) to supply all information required to be stated on Internal Revenue Service Forms 8038-G and 8038-T, or any successors to such forms.

Section 8.2 Assignment; References to Authority.

Simultaneously with the execution of this Financing Lease, the Authority has entered into the Assignment Agreement by which the Authority assigns all of its rights in and to this Financing Lease (except its rights to receive payment of its fees and expenses and to receive notices) to the Trustee for the benefit of the holders of the Series 2018 Bonds and any additional Series secured by this Financing Lease. The County hereby (a) consents to such assignment, (b) agrees to execute and deliver such further acknowledgments, agreements and other instruments as may be reasonably requested by the Authority or the Trustee to effect such assignment, (c) agrees to make all payments due to the Authority under this Financing Lease directly to the Trustee (except the Authority's rights to receive payment of its fees and expenses, to receive notices and to give consents), subject to Section 4.3, and (d) agrees to fully comply with the terms of such assignment so long as such assignment is not inconsistent with the provisions hereof. All references in this Financing Lease to the Authority shall include the Trustee for the benefit of the holders of the Series 2018 Bonds and any additional Series secured by this Financing Lease, and their successors and assigns, whether or not specific reference is otherwise made to the Trustee, unless the context requires otherwise.

Section 8.3 Amendments.

This Financing Lease may be amended without the consent of the holders of the Series 2018 Bonds and any additional Series secured by this Financing Lease and with the consent of the Trustee, for purposes of (a) curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision contained in this Financing Lease, or in regard to matters or questions arising under this Financing Lease, as the County, with the consent of the Trustee, may deem necessary or desirable and not inconsistent with this Financing Lease and the Agreement of Trust, and which shall not materially adversely affect the interest of the holders of the Series 2018 Bonds or any additional Series secured by this Financing Lease, (b) for purposes of issuing

additional Series of Bonds or (c) for purposes of substituting collateral pursuant to Section 4.8. An amendment relating to an additional Series of Bonds may include, without limitation, a description of additional property to be leased hereby and an amended schedule of Basic Rent to reflect principal and interest payments on such additional Series. The Authority shall have the right to consent to any such amendment that affects in any material respect its rights or obligations under this Financing Lease or the Trust Agreement. This Financing Lease may be amended with the consent of the holders of a majority in aggregate principal amount of the Series 2018 Bonds and any additional Series of Bonds secured by this Financing Lease then Outstanding; provided, however, that no amendment to this Financing Lease shall operate to reduce or delay any Basic Rent payment to be made hereunder, except as may be provided under this Financing Lease, without the unanimous consent of all holders of Series 2018 Bonds and any additional Series secured by this Financing Lease and of the Authority.

Section 8.4 No Merger.

The reversionary and leasehold estates in and to the Property created by this Financing Lease shall not merge but shall always remain separate and distinct, notwithstanding the union of such estates by purchase or otherwise in the Authority, the Trustee, the County, any lessee or any third party, unless the person holding both of such estates shall expressly elect in writing for them to merge.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Notices.

Unless otherwise provided herein, all demands, notices, approvals, consents, requests, opinions and other communications hereunder shall be in writing and shall be deemed to have been given when delivered in person or mailed by first class registered or certified mail, postage prepaid, addressed (a) if to the County, at 101-D Mounts Bay Road, P.O. Box 8784, Williamsburg, Virginia 23187-8784 (Attention: County Administrator); (b) if to the Authority, at 101-D Mounts Bay Road, P.O. Box 8784, Williamsburg, Virginia 23185 (Attention: Chairman); and (c) if to the Trustee, at [3951 Westerre Parkway, Ste. 300, Richmond, Virginia 23233] (Attention: Corporate Trust Administration). The County, the Authority and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent demands, notices, approvals, consents, requests, opinions or other communications shall be sent or persons to whose attention the same shall be directed.

Section 9.2 Severability.

If any provision of this Financing Lease shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

Section 9.3 Liability of Authority.

Notwithstanding any provision of any Series of Bonds or the Basic Agreements to the contrary, the obligations of the Authority under any Series of Bonds and the Basic Agreements are not general obligations of the Authority, but are limited obligations payable solely from

revenues and receipts derived from the County under the Financing Agreement or this Financing Lease. No director or officer of the Authority shall be personally liable on the Authority's obligations hereunder. The Authority shall not be liable under any circumstances for the actions of the County, as agent for the Authority, or for any actions or omissions of the County under the Basic Agreements. In any instance in which the County is or may act as agent for the Authority hereunder, the County shall at all times comply with any applicable laws, rules or regulations pertaining to any such actions, and it is expressly understood and agreed that the County shall have no authority to create or incur any liability or obligation of the Authority except to the extent limited to the Property and the revenues derived therefrom.

Section 9.4 Characterization.

For purposes of federal bankruptcy law, this Financing Lease is intended to be a "financing lease," and not a "true lease," entered into for the purpose of facilitating the financing of the Project pursuant to the Act through the issuance of the Series 2018 Bonds in accordance with the Agreement of Trust.

Section 9.5 Successors and Assigns.

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

Section 9.6 Counterparts.

This Financing Lease may be executed in any number of counterparts, each of which shall be an original, all of which together shall constitute but one and the same instrument; except that to the extent, if any, that this Financing Lease shall constitute personal property under the Uniform Commercial Code of Virginia, no security interest in this Financing Lease may be created or perfected through the transfer or possession of any counterpart of this Financing Lease other than its original counterpart, which shall be the counterpart containing the receipt therefor executed by the Trustee following the signatures to this Financing Lease.

Section 9.7 Entire Agreement.

The Basic Agreements express the entire understanding and all agreements between the parties and may not be modified except in writing signed by the parties.

Section 9.8 Governing Law.

This Financing Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

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

**BOARD OF SUPERVISORS OF JAMES CITY
COUNTY, VIRGINIA, on behalf of
JAMES CITY COUNTY, VIRGINIA**

By _____
County Administrator

COMMONWEALTH OF VIRGINIA)
_____)

The undersigned Notary Public, in and for the jurisdiction aforesaid, hereby certifies that the individual, whose name is signed to the foregoing as the County Administrator of James City County, Virginia, appeared before me and personally acknowledged the same in my jurisdiction aforesaid. Such person is personally known to me or has presented satisfactory evidence of identification.

GIVEN under my hand and seal this ____ day of ____, 2018.

Notary Public # _____

My commission expires: _____

Approved as to form:

By _____
County Attorney

**ECONOMIC DEVELOPMENT AUTHORITY
OF JAMES CITY COUNTY, VIRGINIA**

By _____
Chairman

COMMONWEALTH OF VIRGINIA)
_____)

The undersigned Notary Public, in and for the jurisdiction aforesaid, hereby certifies that the individual, whose name is signed to the foregoing as the Chairman of the Economic Development Authority of James City County, Virginia, appeared before me and personally acknowledged the same in my jurisdiction aforesaid. Such person is personally known to me or has presented satisfactory evidence of identification.

GIVEN under my hand and seal this _____ day of _____, 2018.

Notary Public # _____

My commission expires: _____

RECEIPT

Receipt of the foregoing original counterpart of this Financing Lease dated as of _____, 2018, between the Economic Development Authority of James City County, Virginia, and the Board of Supervisors of James City County, Virginia, on behalf of James City County, Virginia, is acknowledged.

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, as Trustee

By _____
Vice President

EXHIBIT A

SCHEDULE OF BASIC RENT PAYMENTS