

**FIRST AMENDMENT TO THE LAND DISPOSITION,
OPTION, AND DEVELOPMENT AGREEMENT**

This **FIRST AMENDMENT** to the Land Disposition, Option, and Development Agreement (the "**Amendment**") is made as of the 26th day of April, 2017, by and between **CRAIG DAVIS PROPERTIES, INC.**, a North Carolina corporation ("**Developer**") and **THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF HAMPTON, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "**Authority**").

WITNESSETH:

WHEREAS, Developer and Authority entered into a Land Disposition, Option, and Development Agreement (the "**Agreement**") dated May 21, 2014;

WHEREAS, by the terms of the Agreement the Authority appointed the Developer as the master developer for the "**Property**" (as more particularly described in the Agreement) and obligated Developer to prepare a master development plan (the "**Master Plan**") for the Property delineating roads, utilities, infrastructure improvements, and "**Sites**" (as defined in the Agreement);

WHEREAS, the Agreement contemplated that the Property would be developed as "commercial office buildings with incidental mixed uses";

WHEREAS, the Developer and the Authority have agreed, based on existing market conditions, that use of the Property for multifamily residential and retail use is appropriate and consistent with the Authority's goal of furthering the development of HRCN (as defined in the Agreement);

WHEREAS, the Developer has prepared the Master Plan for use of the Property as multifamily residential and retail uses which Master Plan shall be approved by the Authority simultaneous with the approval of the Amendment and is attached to this Amendment as **Exhibit A**;

WHEREAS, the Developer has exercised its right to acquire two Sites as shown on the "**Subdivision Plat**," (defined below) consisting of Parcel CDP-1 ("**Parcel CDP-1**") containing approximately 7.968+/- acres and Parcel CDP-2 ("**Parcel CDP-2**"), containing 3.263+/- acres. The Purchase Price for both of which, as determined pursuant to Section 3.1.1 of the Agreement shall be, in the aggregate, \$1,235,410;

WHEREAS, Section 2.2.2 of the Agreement provides that the Authority (1) will manage and supervise the design and construction of the "**Infrastructure Improvements**" (as defined in the Agreement and shown on the Master Plan); and (2) shall pay for the costs of Infrastructure Improvements outside of the boundaries of the Sites (which includes public streets, water and sanitary sewer lines and storm water drainage);

WHEREAS, the Authority at its sole cost and expense is obligated by the terms of the Agreement to prepare and record the Subdivision Plat to subdivide the Property to create the two Sites to be acquired by the Developer;

WHEREAS, the Authority and Developer have agreed that in order to meet the Developer's time line for development of the Property it will be more expeditious to the Authority for the Developer to manage and supervise the design and construction of the Infrastructure Improvements and the preparation of the Subdivision Plat;

WHEREAS, the Developer has caused to be prepared a subdivision plat (the "**Subdivision Plat**") for the dedication of the public streets and creation of the two (2) Sites to be acquired by the Developer, which Subdivision Plat is attached hereto as **Exhibit B**, and has caused to be prepared certain plans for the construction of the Infrastructure Improvements (the "**Infrastructure Plans**") which Infrastructure Plans are attached hereto as **Exhibit C**;

WHEREAS, the Developer has prepared a budget (the "**Infrastructure Budget**") for the design, permitting, and construction of the Infrastructure Improvements which Infrastructure Budget shall be approved by the Authority simultaneous with the approval of this Amendment and is attached hereto as **Exhibit D** (the total of all of the costs set forth on the Infrastructure Budget, \$1,663,410, is referred to below as "**Total Budgeted Amount**");

WHEREAS, the Authority and the Developer have agreed that, following the closing on the conveyance of the two Sites to the Developer or its affiliated entities, that Developer will be responsible for the construction of the Infrastructure Improvements in accordance with the Infrastructure Plans and the Infrastructure Budget;

WHEREAS, the Authority and the Developer have agreed that the sole purpose of the Authority Grant, as provided for in Article VI of the Agreement, shall be for the payment of certain Infrastructure Improvements costs as set forth in this Amendment and with any amount in excess of the Infrastructure Improvement cost to be paid to Developer as compensation for its assumption of the obligation to complete the Infrastructure Improvements, regardless of their actual cost;

WHEREAS, the Authority and the Developer have agreed that the Authority shall have no obligation for the development of the Project on the CDP Property (as those terms are defined in the Agreement) other than as set forth in this Amendment; and

WHEREAS, the Infrastructure Plans have been prepared based on the assumption that capacity in existing stormwater management facilities that are currently designated for use in the development of the "**Project**" (as defined in the Agreement) will be used to satisfy the stormwater requirements for the development of the Sites and Infrastructure Improvements and the Authority has agreed that, at the time of development of the Project, it will expand the capacity of the existing stormwater facilities or create new facilities to the extent necessary to meet the stormwater management requirements of the Project, all at the sole cost and expense of the Authority.

AMENDMENT

NOW, THEREFORE, in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency are hereby acknowledge by the Developer and the Authority, the Developer and Authority agree as follows:

1. The Developer and the Authority agree that the facts set forth in the recitals set forth above are true.
2. The Agreement is hereby amended as follows:
 - (a) The following definitions contained in Article 1 are hereby amended as follows:
...

Escrow Agent shall mean Old Point Trust & Financial Services, N.A., a national banking association with a corporate office in Newport News, Virginia. For the purposes of the Earnest Money Deposit set forth in Article III, the Site Escrow Agent will be as defined in Section 3.1.3 hereof.

...

Project means the sequential development of buildings and related improvements located on the CDP Property.

...

(b) Article I is further amended to wholly delete the definitions of (1) "Return on Equity;" (2) "Shell Building"; (3) "Shell Building Commencement Date"; and (4) "Shell Building Completion Date."

(c) Section 2.2.1 is hereby amended and restated as follows:

Master Development Plan. The Developer shall prepare or cause to be prepared, at its sole cost and expense and in collaboration with the Authority, a master development plan for the Property, which shall delineate roads, utilities, infrastructure improvements (including, but not limited to, sidewalks, crosswalks, decorative pavement, landscaping, street lighting, street trees and tree wells), and building sites (hereafter referred to as a "Site" or "Sites" for development as multifamily residential and retail uses ("Master Plan")). The Master Plan shall be subject to approval of the Authority. The Property shall be developed in substantial conformance with the Master Plan. Minor modifications to the Master Plan may be made to accommodate environmental, engineering, architectural, topographic or other development conditions, or site plan/subdivision plat approval requirements as required by applicable law, subject to the approval of the Directors of Community Development and Economic Development .

(d) Section 2.2.2 is hereby amended and restated as follows:

Infrastructure Improvements. The Developer shall be responsible for the design and construction of all roads, utilities, and infrastructure improvements shown on the final Master Plan ("Infrastructure Improvements") in accordance with the Infrastructure Plans. The costs of Infrastructure Improvements outside of the boundaries of any Site, including water and sanitary lines, stormwater drainage, and public streets, except for any public street improvements necessary to connect Floyd Thompson Boulevard to Commander Shepard Boulevard ("Public Infrastructure Improvements") shall be paid for by the Authority; provided, however, the Authority's obligations under this Section shall be subject to approval and appropriation by the City and shall be limited to the extent provided in this Section below. Notwithstanding the foregoing to the contrary, the Authority shall be obligated to cause Dominion Virginia Power to install street lights on the new street to be created by the Subdivision Plat (Darden Way) and on each of the other streets that abut either Parcel CDP-1 or Parcel CDP-2 (other than Commander Shepard Boulevard on which street lights have already been installed). The Authority agrees to pay one-half of the actual costs of said installation up to a maximum amount of \$47,500.00 and the Developer shall pay the remaining balance of the actual costs of installation as stated on the invoice from Dominion Virginia Power to the City of Hampton, Department of Public Works. The parties agree that the amount payable by

Developer for the street lights may be paid out of the Escrow Account and each agrees to give the Escrow Agent instructions to that effect.

(e) Section 2.2.2 is hereby further amended to provide that the Developer shall manage and supervise the design and construction of the Infrastructure Improvements on the following terms:

(i) the Developer shall enter into a construction contract with Hoy Construction (“Hoy”), consistent with the approved Infrastructure Budget and shall cause Hoy to commence work on the Infrastructure Improvements promptly after the Closing and administrative approval of the Infrastructure Plans by the City of Hampton (and may cause Hoy to commence clearing and grading work for the Infrastructure Improvements following the Closing upon approval of an erosion and sediment control plan by the City of Hampton and the issuance of a land distribution permit) and to thereafter diligently prosecute such work to completion,

(ii) at the Closing the Developer shall pay to the Authority the amount of \$1,129,182.10 (the “**Developer Amount**”), which is equal to the difference between (A) the Purchase Price (\$1,235,410), and (B) the sum of (I) the amounts previously paid by the Developer towards the Total Budgeted Amount in accordance with the Infrastructure Budget, as approved by the Authority (\$61,928.90), (II) the total amount of “**Option Fees**” (as defined in the Agreement) (\$44,299.00) previously paid by the Developer to the Authority in accordance with the Agreement, amount of I and II \$106,227.90 collectively referred to as the “**Credit Amount**”). The Authority agrees to pay the Developer Amount to the Escrow Agent, as provided in Section 3.1.2.

(iii) in addition to the Developer Amount, the Authority shall be obligated to pay to the Escrow Agent towards the design and construction of Infrastructure Improvements the amount of the **Authority Grant**, as that term is defined in the Agreement;

(iv) the Developer shall be obligated to pay to the Escrow Agent the amount of any fees payable to the Developer that are included in the Infrastructure Budget;

(v) the Developer shall be obligated to pay all of the costs of constructing the Infrastructure Improvements including any amounts in excess of the Total Budgeted Amount, including any costs (the “**Unanticipated Costs**”) incurred due to unforeseen inadequate soil conditions subject to reimbursement to the extent of the funds in the Escrow Account;

(vi) the Authority shall grant to the Developer, Hoy and all subcontractors and their respective employees and invitees a right of entry onto the portion of the Property outside of the Sites following the Closing for the purpose of constructing the Infrastructure Improvements; and

(vii) the Authority agrees to cooperate with the Developer and Hoy to obtain the necessary approvals and permits from the City, including but not limited to, the Subdivision Plat and the Infrastructure Plans; and, at the appropriate time, to execute and cause to be recorded the Subdivision Plat.

(f) Section 3.1.2 is hereby amended and restated as follows:

3.1.2 **Closing.** The closing (“Closing”) of each Site acquisition shall occur within five (5) days after the recordation of the Subdivision Plat. The Authority agrees to cause the Subdivision Plat to be recorded as soon as possible after the execution of this Amendment and the approval of the Subdivision Plat. Closing shall take place at

the offices of Developer's Counsel or at such other location as the parties may agree. At Closing, Developer (or the settlement agent for the Closing) shall pay to the Authority which shall in turn pay to the Escrow Agent for deposit in an interest bearing federally insured account (the "Escrow Account") the Developer Amount and the amount of the Authority Grant (\$428,000.00). The Escrow Agent shall receive and hold such amounts in escrow to be applied to pay the costs of the Infrastructure Work (and Developer's share of the street lights) as the work progresses in accordance with the terms of the escrow agreement attached hereto as Exhibit E (the "Escrow Agreement"). At the Closing, the Authority shall also pay to Escrow Agent the Option Fees paid by Developer to the Authority in the amount of \$44,299 and shall deliver to Developer a good and sufficient deed (the "Deed") conveying marketable title to each Site by Special Warranty of Title. The Deed shall include (i) a covenant by the Developer to commence and complete construction of the Infrastructure Improvements within the time period set forth herein, and (ii) the purchase option and reversionary clause as contemplated by Section 7.3.2 and 7.3.3. The Site(s) will be conveyed subject to any and all easements, conditions, covenants, conditions and restrictions of record which affect the Site(s) and any additional easements, covenants, conditions and restrictions which may be agreed to by the parties, which additional easements, covenants and restrictions shall run with the land. The preceding sentence shall not be construed to limit in any way Developer's right to object to any matter of survey or title as provided in Section 4.4. The Authority shall cause the Deed and any additional easements, covenants, conditions and restrictions as agreed to by the parties to be recorded. Developer shall be responsible for the following closing costs: (a) fees and grantee taxes for recording the Deed and Memorandum of Repurchase Option in the Clerk's Office, (b) title insurance premiums, (c) financing costs, and (d) its own attorney fees and other expenses. The Authority shall be responsible for the following closing costs: (a) grantor's tax on the Deed, if any; (b) any governmental assessments or special owner's association dues or assessments pending or confirmed as of the date of Closing, and (c) its own attorney fees and other expenses. Any current year governmental assessments or special owner's association dues or assessments for the Sites shall be pro-rated between the parties on a calendar year basis. The Authority shall be obligated, at its cost and expense, to prepare and record whatever subdivision plat, if any, that is required by the City in order to lawfully convey the Site(s). Section 3.1.3 shall be amended to replace the term "Escrow Agent" with the term "Site Escrow Agent."

(g) The following Section 3.3 shall be added to the Agreement as follows:

3.3. Easements. The Developer shall dedicate to the City, Authority, and/or utility providers, as applicable, such easements as may be required in connection with the development at no cost, including but not limited to easements for construction and maintenance of utilities, drainage, etc., whether such easement is on the Property or on adjacent or neighboring parcels owned by Developer, including, but not limited to those easements identified on Exhibit F. In addition, the Authority will cooperate with the Developer to apply for vacation of easements held by the City on the Property if vacation of easements is necessary in connection with the development and provided that such easements are no longer required by the City, including but not limited to, those easements identified on Exhibit G.

(h) Article V, Project, shall be wholly amended and restated as follows:

5.1 CDP Property Stormwater Infrastructure. The Authority shall be

obligated, at its own cost and expense, to provide stormwater management facilities sufficient to meet the requirements of the Project either by expansion of the capacity of its existing facilities or by the construction of new facilities on other property owned by it in a timely manner that will not delay the commencement of occupancy in the Project or increase the cost of the Project (the “**Additional Stormwater Infrastructure**”).

5.2 Deleted.

5.3 Deleted

5.4 Deleted.

(i) Article VI, Authority Grant, shall be amended and restated as follows:

6.1 Authority Grant. The Authority agrees that it will make a Grant to the Developer in the amount of \$428,000 (the “**Authority Grant**”), which amount will be paid in escrow to the Escrow Agent at Closing for deposit in the Escrow Account and will be disbursed to the Developer under the following terms and conditions:

6.1.1 Infrastructure Improvements and Unanticipated Costs. The Developer shall submit to the Authority a request for reimbursement of funds accompanied by a detailed description of the completed Infrastructure Improvements, invoices and such other documentation as may be necessary to support the amounts for which reimbursement is requested, including the AIA form of pay application of the Contractor which has been reviewed and approved by the project engineer. Provided that the requested reimbursement amount is consistent with the approved Infrastructure Budget, the Authority shall approve the request for reimbursement to be paid to Developer by the Escrow Agent within five (5) business days after receipt of the request.

6.1.2 Grant Excess. Upon completion of the Infrastructure Improvements and termination of the obligation to make disbursements as provided in Section 6.1.1, all amounts remaining in the Escrow Account, if any, together with accrued interest thereon, shall be paid to the Developer notwithstanding any provision to the contrary contained in the Escrow Agreement.

6.1.3. Deleted.

6.1.4 Deleted.

6.1.5 Deleted.

(j) Any and all references to the ‘Shell Building’ and any terms related solely thereto and not otherwise amended herein are deleted.

(k) Anti-Discrimination Provision. The following is added as a new Article XIII:

Developer is an Equal Opportunity Employer. In keeping with this policy, Developer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by State law relating to discrimination in employment, except where there is a bona fide

occupational qualification reasonably necessary to the normal operation of the Developer. Similarly, Developer will continue to administer all other personnel matters (such as compensation, benefits, transfers, lay-offs and training) in accordance with the requirements of federal and state law. In addition, Developer will use its best efforts to recruit well qualified minorities for its work force, and Developer's representatives will meet with representatives of the Authority from time to time to identify appropriate techniques for such recruitment. Developer shall also require that each of its construction contractors or subcontractors are also Equal Opportunity Employers and that they extend the same policies as set forth in this Agreement to their respective personnel.

3. The Authority confirms that it has approved the Master Plan attached hereto as **Exhibit A**. The parties agree that the Master Plan is conceptual as to Parcel CDP – 2 and is subject to modification by Developer with any modifications subject to approval by the Authority.

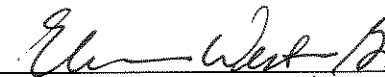
4. The Authority confirms that all funds that it is required to pay towards the cost of the Infrastructure Improvements have been appropriated by the City and that no further action in that regard is required.

[Continued on next page]

IN WITNESS WHEREOF, the Authority has caused this Amendment to be duly executed in its name and on its behalf by its Chairman, and the Developer has caused this Amendment to be duly executed in its name and behalf by its President and CEO.

AUTHORITY:

THE ECONOMIC DEVELOPMENT
AUTHORITY OF THE CITY OF HAMPTON

By:  (SEAL)
Name: Eleanor Weston Brown
Title: Chairman

DEVELOPER:

CRAIG DAVIS PROPERTIES, INC.

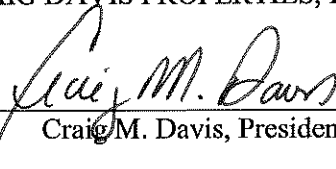
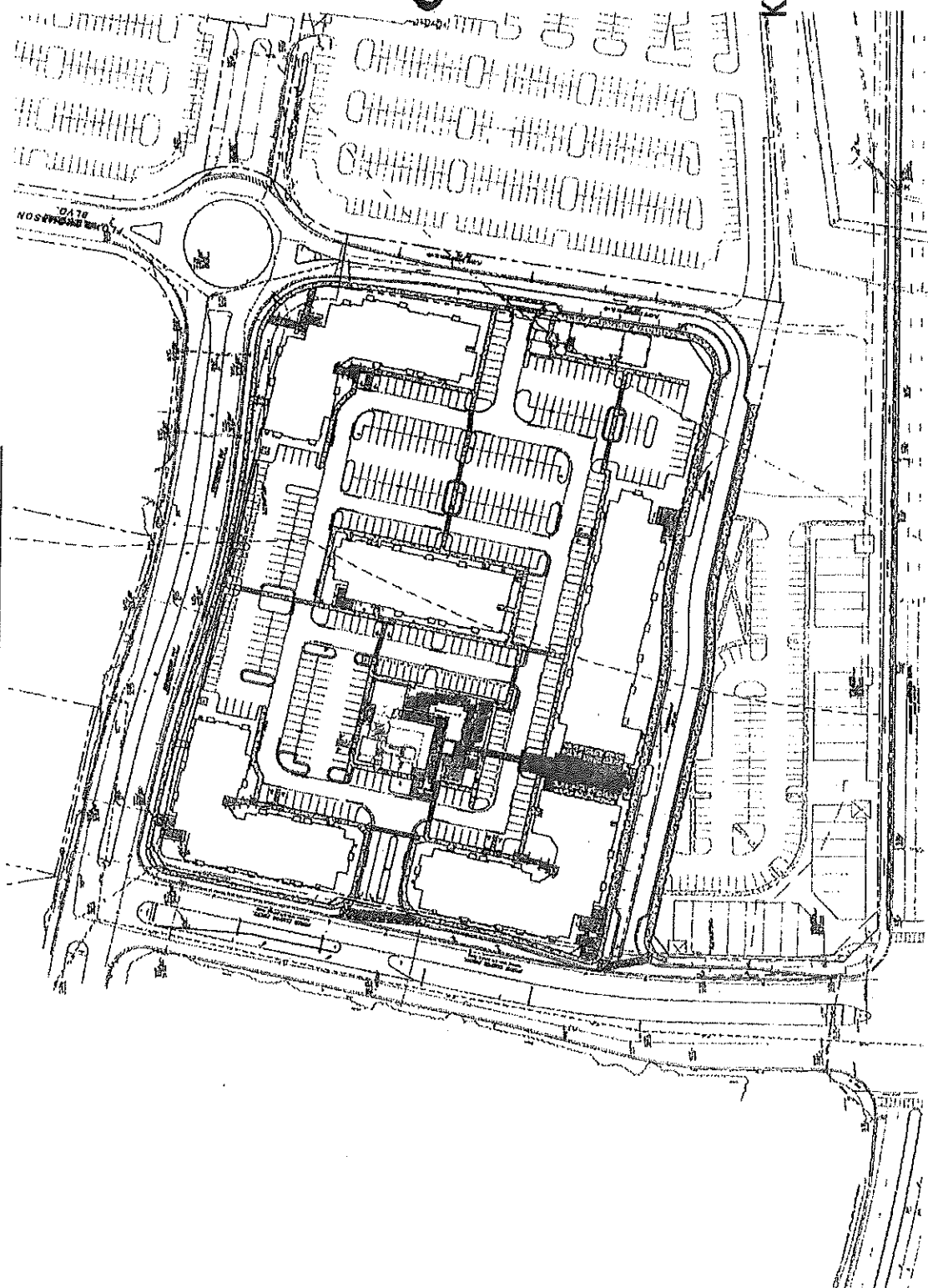
By:  (SEAL)
Craig M. Davis, President and CEO

EXHIBIT A – MASTER PLAN

MASTER PLAN



CRAIG DAVIS PROPERTIES

RP

RIVERPOINT PARTNERS

Crav, Kiewit & Company LLC

ARCHITECTS
SHELDON BLISS ARCHITECTS
1000 BROADWAY, SUITE 2000
NEW YORK, NY 10018
TEL: 212 512 2000
WWW.SHELDONBLISS.COM

Kimley»Horn

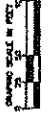
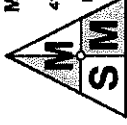


EXHIBIT B – SUBDIVISION PLAT

**SUBDIVISION PLAT OF THE REMAINDER OF
PARCEL D1
BEING THE PROPERTY OF THE
ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF HAMPTON**

CITY OF HAMPTON, VIRGINIA
DATE: MARCH 1, 2017
SCALE: 1"=100'
PROJECT NUMBER: 16-037
SHEET 1 OF 2



**MICHAEL SURVEYING
& MAPPING, P.C.**
41 OLD OYSTER POINT ROAD
SUITE B
NEWPORT NEWS, VA. 23606
TEL 757.673.1782
FAX 757.673.1772



THE UNDERSIGNED CERTIFIES THAT THIS PLAT IS IN CONFORMANCE WITH ALL PROVISIONS OF THE CITY OF HAMPTON, VIRGINIA, SUBDIVISION CODE AND THE PROVISIONS OF THE STATE OF VIRGINIA, THE CORRECTNESS OF THE STREETS, BUILDINGS, OR OTHER LINES AS SHOWN ON THIS PLAT.

SUBDIVISION AGENT _____ DATE _____
DIRECTOR OF PUBLIC WORKS _____ DATE _____

TABLE OF CONTENTS

SHEET 1 - COVER & SIGNATURE SHEET
SHEET 2 - PLAN VIEW OF PLAT

STATE OF VIRGINIA
CITY OF HAMPTON

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT FOR THE CITY OF HAMPTON THIS _____ DAY OF _____, 2017,
THIS MAP WAS PRESENTED AND ADMITTED TO RECORD AS THE LAW DIRECTS IN MISCELLANEOUS PLAT BOOK 5, PAGE _____

TESTE: _____, CLERK
BY: _____

**STATE OF VIRGINIA
CITY OF HAMPTON TO WIT:**

_____, A NOTARY FOR THE CITY AND STATE OF VIRGINIA, DO HEREBY CERTIFY THAT _____ ON BEHALF OF THE OWNER OF PARCELS COP-1, COP-2, ED-1 AND COMMON AREA A WHOSE NAME IS SIGNED TO THE FOREGOING WRITING HAS ACKNOWLEDGED THE SAME BEFORE ME IN MY CITY AND STATE AFORESAID. HE/SHE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

GIVEN UNDER MY HAND THIS _____ DAY OF _____, 2017.

NOTARY PUBLIC _____ REGISTRATION NO. _____
MY COMMISSION EXPIRES: _____

OWNER'S CONSENT AND DEDICATION

THE PLATING OR DEDICATION OF THE 20' DRAINAGE EASEMENT AND DRAINAGE AND EGRESS EASEMENTS ACROSS PARCELS D1, D2 AND COMMON ELEMENT UNIT 3 IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS AND TRUSTEES, IF ANY.

DC 2008 HAMPTON # LLC

CRAIG M. DAVIS, MANAGER _____ DATE _____

IRON OUD CONDOMINIUM UNIT OWNERS ASSOCIATION

CRAIG M. DAVIS, CHAIRMAN _____ DATE _____

**STATE OF VIRGINIA
CITY OF HAMPTON TO WIT:**

_____, A NOTARY FOR THE CITY AND STATE OF VIRGINIA, DO HEREBY CERTIFY THAT _____ ON BEHALF OF THE OWNER OF PARCELS D1-A AND COMMON ELEMENT UNIT 3 WHOSE NAME IS SIGNED TO THE FOREGOING WRITING HAS ACKNOWLEDGED THE SAME BEFORE ME IN MY CITY AND STATE AFORESAID. HE/SHE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

GIVEN UNDER MY HAND THIS _____ DAY OF _____, 2017.

NOTARY PUBLIC _____ REGISTRATION NO. _____
MY COMMISSION EXPIRES: _____

AREA TABLE

PARCEL COP-1	347,082 S.F.	7.989 AC.
PARCEL COP-2	142,146 S.F.	3.283 AC.
PARCEL ED-1	161,666 S.F.	3.711 AC.
RIGHT OF WAY HERBY DEDICATED	80,857 S.F.	1.856 AC.
TOTAL AREA	731,751 S.F.	16.799 AC.

OWNER'S CONSENT AND DEDICATION

THE PLATING OR DEDICATION OF THE FOLLOWING DESCRIBED LAND, PARCELS COP-1, COP-2, ED-1, ED-2, ED-3, ED-4 AND 20' DRAINAGE EASEMENTS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS AND TRUSTEES, IF ANY.

THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF HAMPTON, VIRGINIA

SIGNATURE _____ DATE _____

PRINTED NAME _____

TITLE _____

- NOTES:**
- PROPERTY IS ALL PART OF PARCEL LRSH 13003603
 - IMPROVEMENTS NOT SHOWN
 - THIS PROPERTY MAY BE SUBJECT TO OTHER COVENANTS, RESTRICTIONS, EASEMENTS AND ENCUMBRANCES OF RECORD NOT SHOWN.
 - THIS PLAT IS BASED ON A CURRENT FIELD SURVEY AND RECORD INFORMATION
 - A CURRENT TITLE REPORT HAS NOT BEEN FURNISHED TO THIS OFFICE
 - REFERENCE: M.P.B.2, PG.156, M.P.B.3 PG.28, M.P.B.1, PG.24, M.P.B.2, PG.97 DOC. #200718849, DOC #130012554
 - TOTAL AREA OF SUBDIVISION: 731,751 S.F. - 16.799 ACRES
 - ALL NEW RIGHT OF WAY AREAS SHOWN ARE HEREBY CONVEYED TO THE CITY OF HAMPTON.
 - PROPERTY IS LOCATED IN FLOOD ZONE X AS INDICATED ON THE FLOOD INSURANCE RATE MAP FOR THE CITY OF HAMPTON, MAP NUMBER 51552700104, DATED MAY 16, 2016.
 - PROPERTY IS SUBJECT TO A REZONING APPLICATION RZ16-00007, A PROFFER AGREEMENT STATING TO PROFESSORS IS RECORDED IN INST# 1600030036.
 - THIS SITE LIES WITHIN AIRCRAFT ACCIDENT POTENTIAL ZONE AND AIRCRAFT ACCIDENT POTENTIAL ZONES AND MAY BE SUBJECT TO AIRCRAFT ACCIDENT POTENTIAL ZONE ATTENUATION MEASURES FOR NEW CONSTRUCTION. NOISE ATTENUATION MEASURES FOR NEW CONSTRUCTION MAY BE REQUIRED IN ACCORDANCE WITH THE AIRPORT NOISE ATTENUATION AND SAFETY ORDINANCE AND HEIGHT RESTRICTIONS HAVE BEEN IMPOSED IN ACCORDANCE WITH THE HAMPTON ZONING ORDINANCE.

SURVEYOR'S STATEMENT

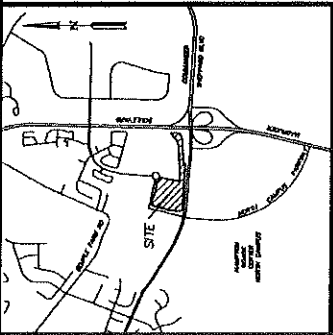
TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL OF THE REQUIREMENTS AS SET FORTH IN THE ORDINANCE FOR APPROVING PLATS OF SUBDIVISIONS IN THE CITY OF HAMPTON, VIRGINIA HAVE BEEN COMPLIED WITH.

THIS IS TO CERTIFY THAT THE LAND EMBRACED IN THIS SUBDIVISION IS IN THE NAME OF THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF HAMPTON, VIRGINIA, AND WAS ACQUIRED FROM THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF HAMPTON, VIRGINIA BY DEED DATED AUGUST 8, 2013 AND DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF HAMPTON, VIRGINIA, IN DOCUMENT #130012504.

PAUL W. DAVIS, JR., L.S. _____ DATE _____
VIRGINIA SURVEYOR NO. 002438

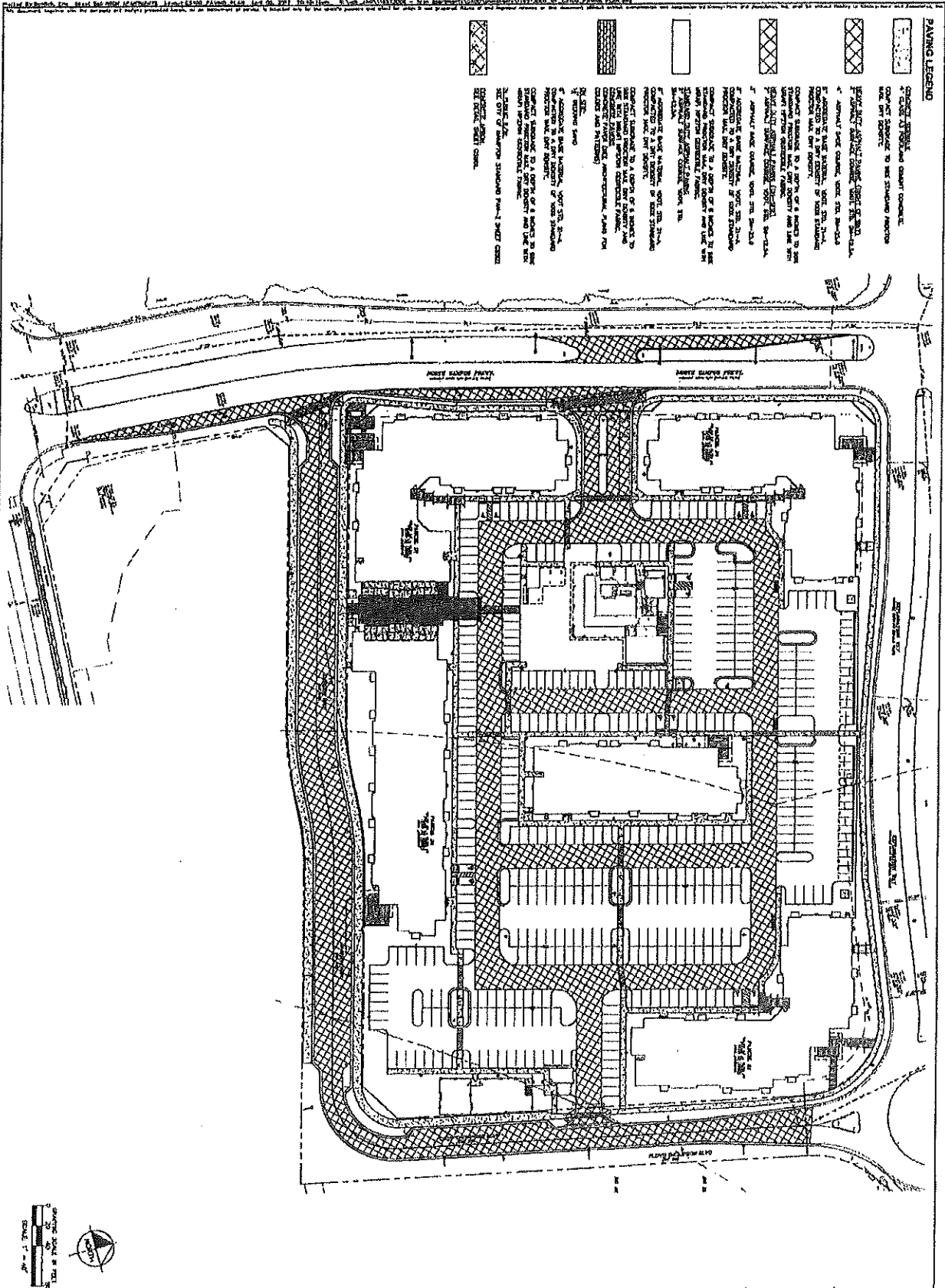
WATER:
EACH PARCEL IS TO BE SERVED BY PUBLIC WATER PROVIDED BY THE CITY OF NEWPORT NEWS.

SEWER:
EACH PARCEL IS TO BE SERVED BY PUBLIC SEWER PROVIDED BY THE CITY OF HAMPTON



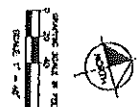
VICINITY MAP

EXHIBIT C – INFRASTRUCTURE PLANS



PAVING LEGEND

- PORTLAND CEMENT CONCRETE
1. 4" MIN. THICKNESS
2. 10% FINE AGGREGATE
3. 10% FINE FILLER
- ASPHALT CONCRETE
1. 4" MIN. THICKNESS
2. 10% FINE AGGREGATE
3. 10% FINE FILLER
- ASPHALT CONCRETE
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3. 10% FINE FILLER
- ASPHALT CONCRETE
1. 4" MIN. THICKNESS
2. 10% FINE AGGREGATE
3. 10% FINE FILLER



HRCN APARTMENTS
 PREPARED FOR
**CRAIG DAVIS PROPERTIES
 HAMPTON, L.L.C.**
 HAMPTON VIRGINIA

PAVEMENT PLAN

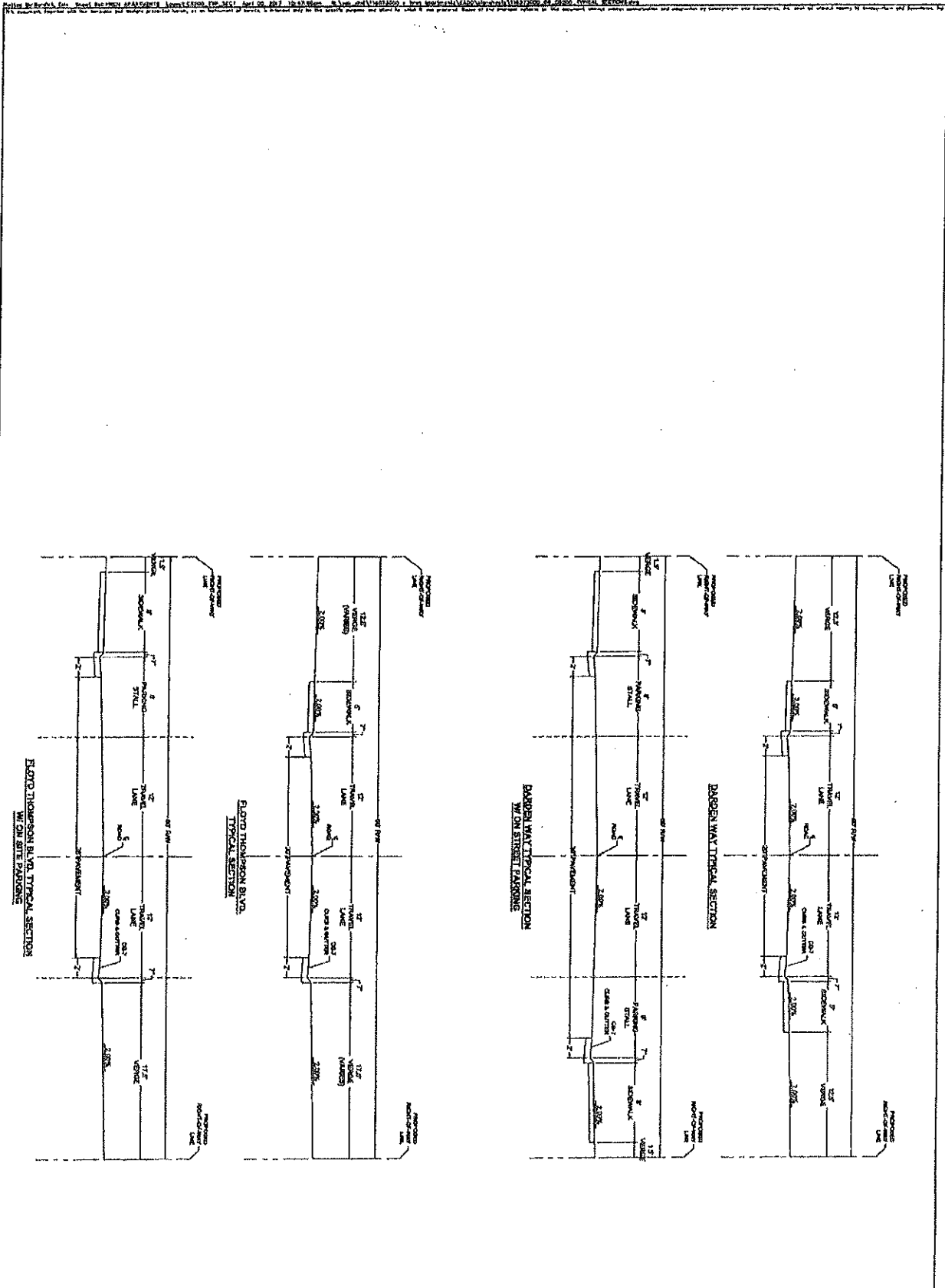
DATE PROJECT: 11/27/2009
 DATE: 04/05/2017
 SCALE AS SHOWN
 DESIGNED BY: EAB
 CHECKED BY: EAB
 DRAWN BY: EAB



Kimley-Horn
 © 2017 KIMLEY-HORN AND ASSOCIATES, INC.
 6500 MAIN STREET, SUITE 200, VIRGILIA BEACH, VA 23147
 PHONE: 757-433-8500 FAX: 757-433-8001
 WWW.KIMLEY-HORN.COM

NO.	REVISIONS	DATE	BY

CS100



HRCN APARTMENTS
 PREPARED FOR
 CRAIG DAVIS PROPERTIES
 HAMPTON, L.L.C.
 HAMPTON VIRGINIA

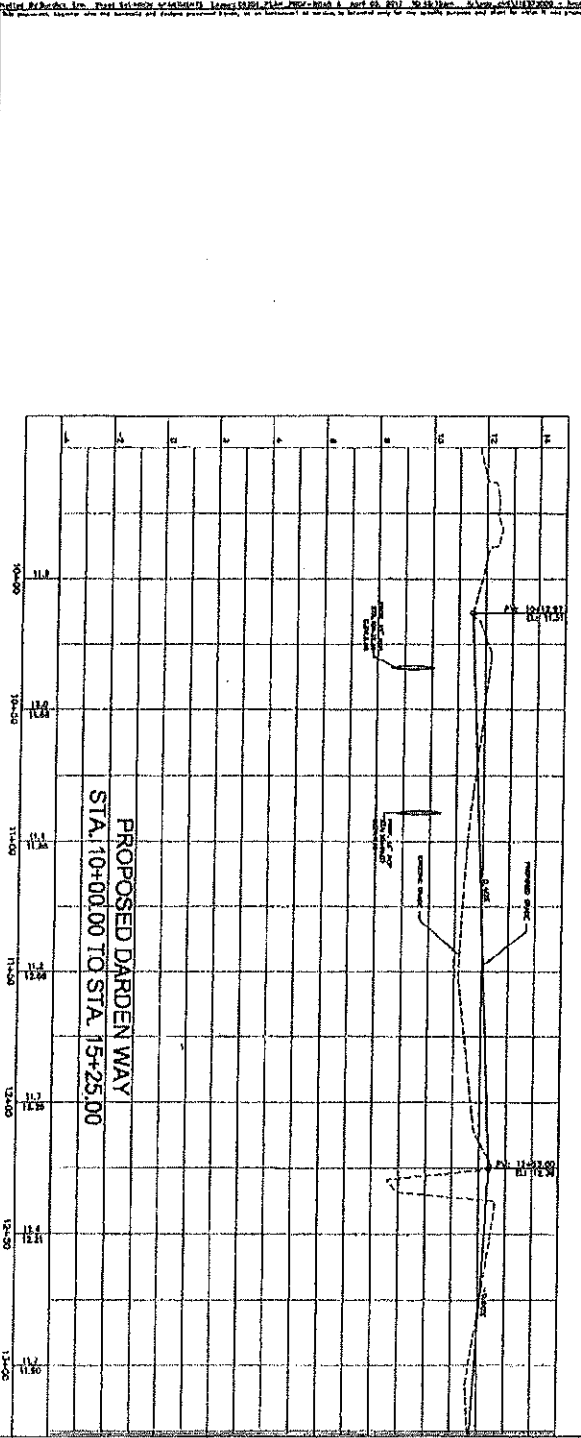
TYPICAL SECTIONS



Kimley»Horn
 1011 KIMLEY-HORN AND ASSOCIATES, INC.
 1100 GUM SPRING BLVD. SUITE 200 WASHINGTON BEACH, VA 23142
 PHONE 757-747-7474 FAX 757-747-7474
 WWW.KIMLEY-HORN.COM

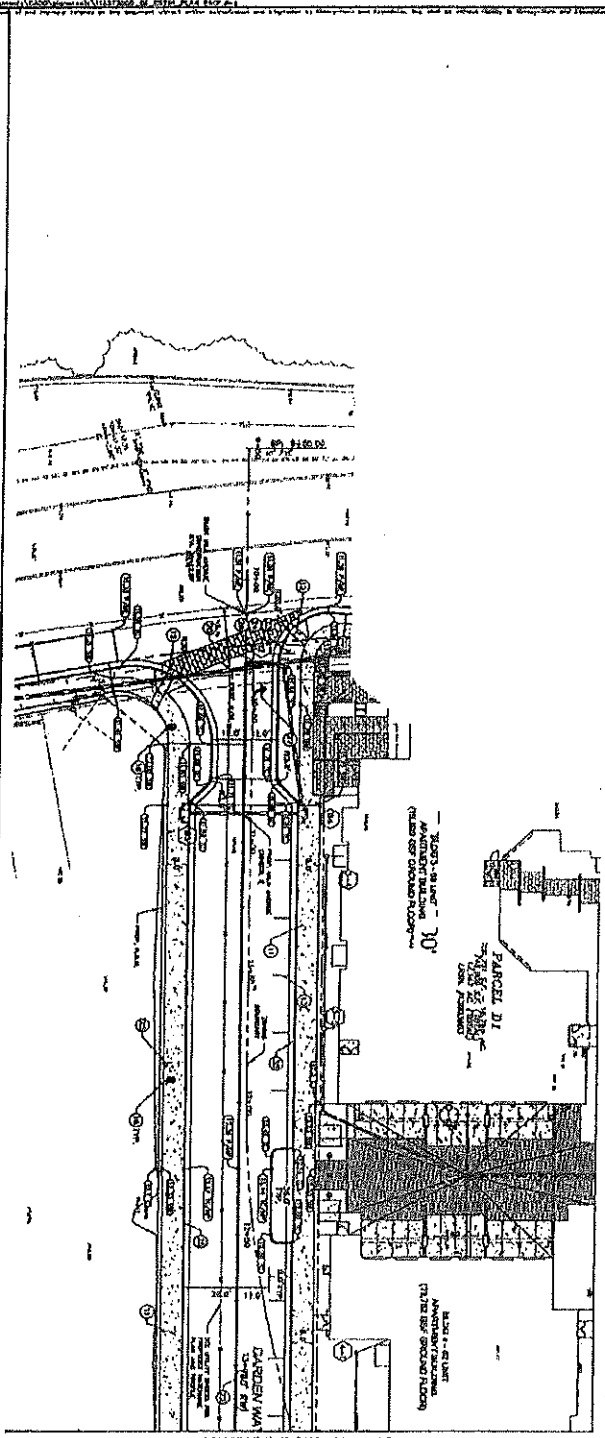
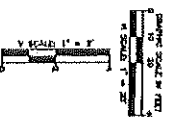
NO.	REVISION	DATE	BY

CS200
 05/24/2017



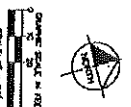
PROPOSED DARDEN WAY
 STA. 10+00.00 TO STA. 15+25.00

MATCHLINE STA: 13+25.00
 SEE SHEET CS202



MATCHLINE STA: 13+25.00
 SEE SHEET CS202

- SHEET LAYOUT NOTES**
- ① CENTER MARK
 - ② 4" W.C. - WHITE PAVEMENT MARKING
 - ③ 6" W.C. - WHITE PAVEMENT MARKING
 - ④ 8" W.C. - WHITE PAVEMENT MARKING
 - ⑤ 10" W.C. - WHITE PAVEMENT MARKING
 - ⑥ 12" W.C. - WHITE PAVEMENT MARKING
 - ⑦ 14" W.C. - WHITE PAVEMENT MARKING
 - ⑧ 16" W.C. - WHITE PAVEMENT MARKING
 - ⑨ 18" W.C. - WHITE PAVEMENT MARKING
 - ⑩ 20" W.C. - WHITE PAVEMENT MARKING
 - ⑪ 22" W.C. - WHITE PAVEMENT MARKING
 - ⑫ 24" W.C. - WHITE PAVEMENT MARKING
 - ⑬ 26" W.C. - WHITE PAVEMENT MARKING
 - ⑭ 28" W.C. - WHITE PAVEMENT MARKING
 - ⑮ 30" W.C. - WHITE PAVEMENT MARKING
 - ⑯ 32" W.C. - WHITE PAVEMENT MARKING
 - ⑰ 34" W.C. - WHITE PAVEMENT MARKING
 - ⑱ 36" W.C. - WHITE PAVEMENT MARKING
 - ⑲ 38" W.C. - WHITE PAVEMENT MARKING
 - ⑳ 40" W.C. - WHITE PAVEMENT MARKING



HRON APARTMENTS
 PREPARED FOR
 CRAIG DAVIS PROPERTIES
 HAMPTON, L.L.C.
 HAMPTON, VIRGINIA

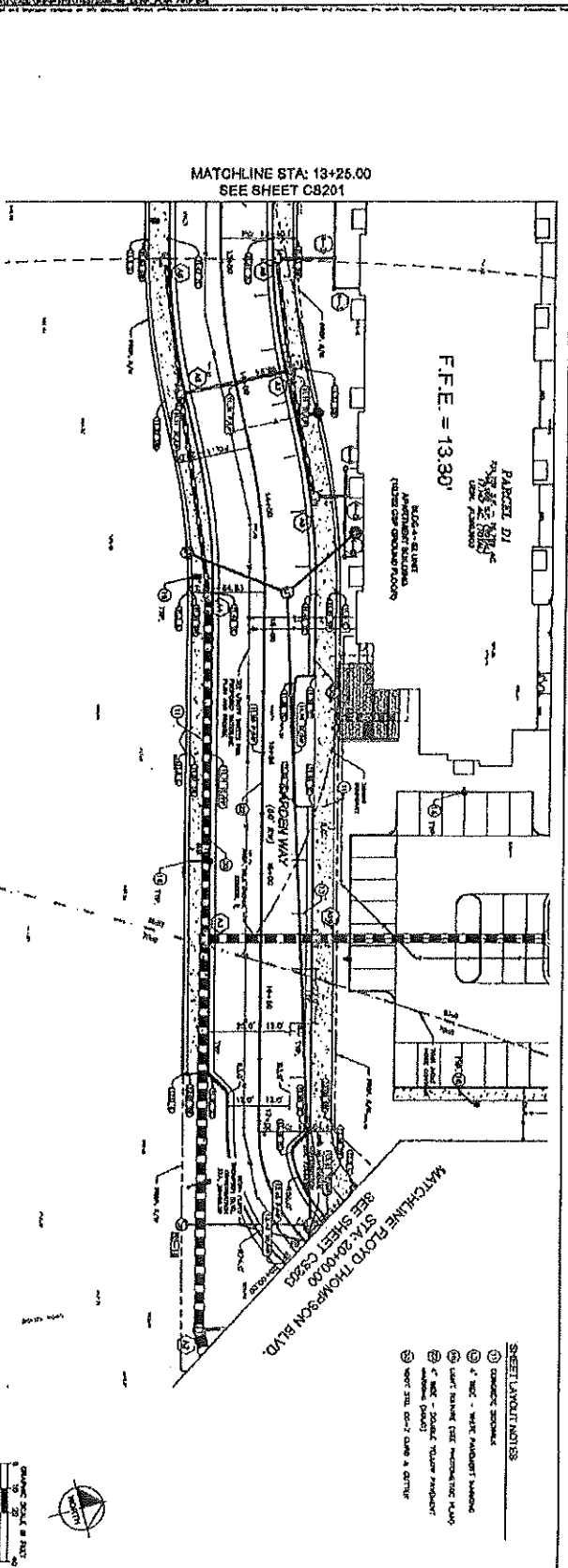
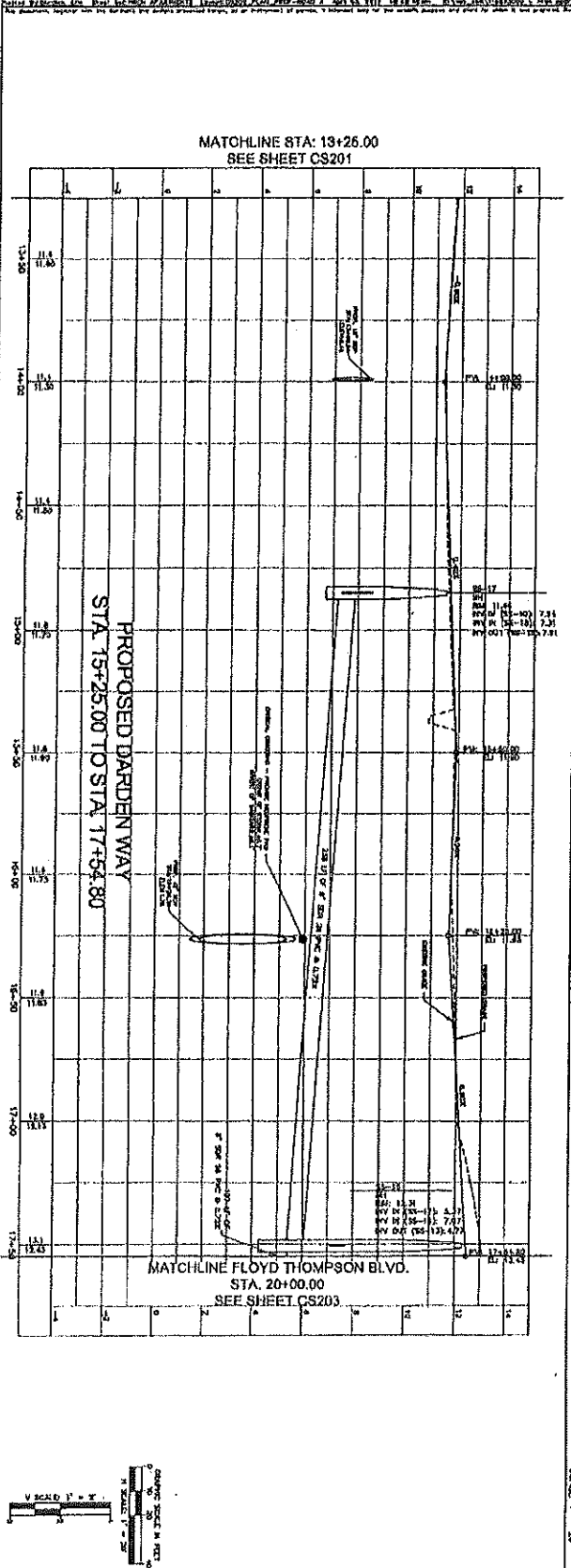
DARDEN WAY
 PLAN AND PROFILE
 STA. 10+00 - 15+25

PROJECT NO.
 116573000
 DATE
 01/05/2017
 DRAWN BY
 CAB
 CHECKED BY
 CAB

Kimley»Horn
 4320 HUNT STREET, SUITE 100, NORFOLK BEACH, VA 23406
 PHONE: 757-213-8800 FAX: 757-213-8101
 WWW.KIMLEY-HORN.COM

NO.	REVISION	DATE	BY

CS201



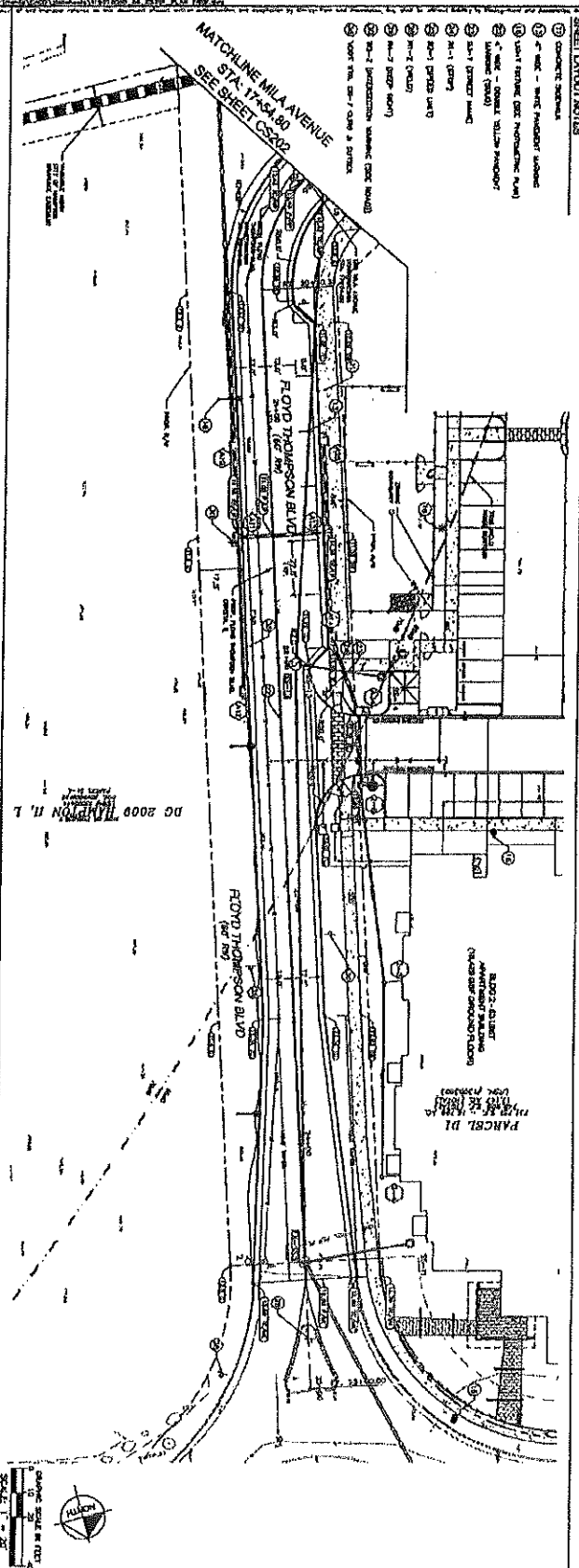
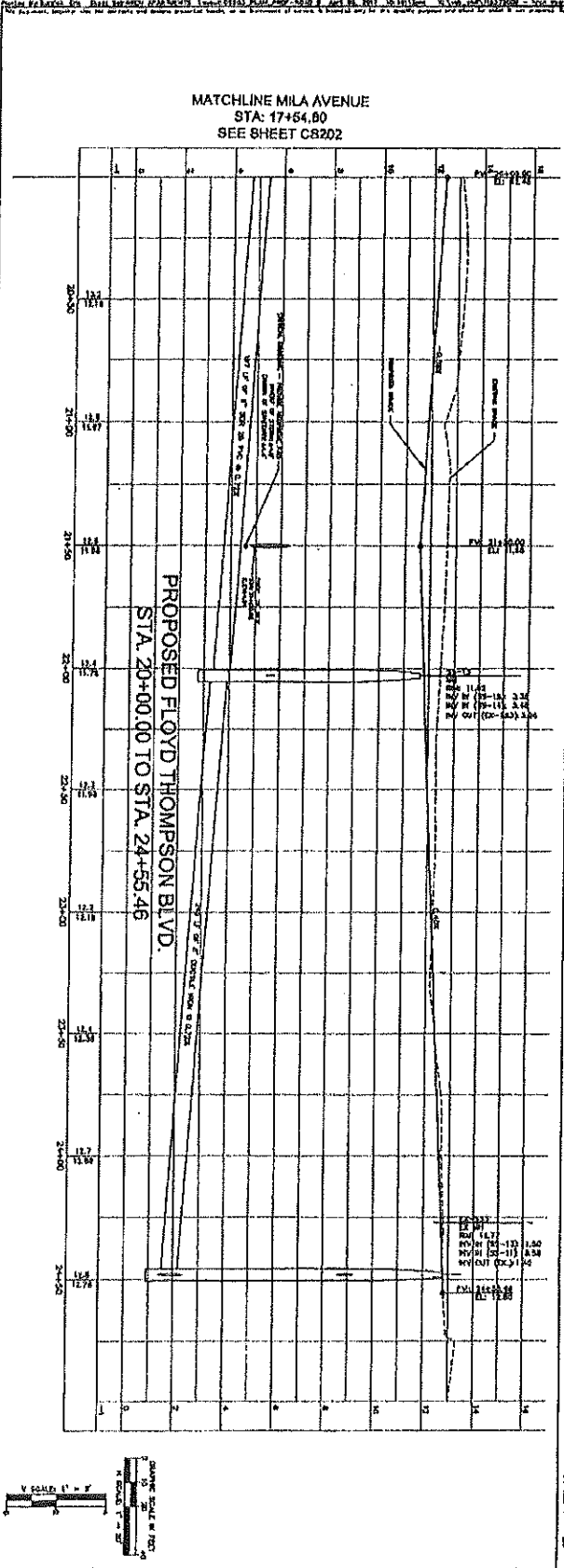
HRON APARTMENTS
 PREPARED FOR
 CRAIG DAVIS PROPERTIES
 HAMPTON, L.L.C.

DARDEN WAY PLAN
 AND PROFILE
 STA. 16+25 - 17+55

ISS PROJECT
 114573000
 DATE
 04/25/2017
 SCALE AS SHOWN
 DESIGNED BY EAS
 DRAWN BY CAD
 CHECKED BY CJD

Kimley»Horn
 © 2017 KIMLEY-HORN AND ASSOCIATES, INC.
 1300 MAIN STREET, SUITE 300, WINDSOR BEACH, FL 32149
 PHONE: 321-633-8000 FAX: 321-633-8001
 WWW.KIMLEY-HORN.COM

NO.	REVISIONS	DATE



SHEET LAYOUT NOTES

- 1. CONCRETE SIDEWALK
- 2. 4" ASPHALT DRIVEWAY
- 3. 4" ASPHALT DRIVEWAY (SEE MATCHLINE PLAN)
- 4. 4" ASPHALT DRIVEWAY (SEE MATCHLINE PLAN)
- 5. 4" ASPHALT DRIVEWAY (SEE MATCHLINE PLAN)
- 6. 4" ASPHALT DRIVEWAY (SEE MATCHLINE PLAN)
- 7. 4" ASPHALT DRIVEWAY (SEE MATCHLINE PLAN)
- 8. 4" ASPHALT DRIVEWAY (SEE MATCHLINE PLAN)
- 9. 4" ASPHALT DRIVEWAY (SEE MATCHLINE PLAN)
- 10. 4" ASPHALT DRIVEWAY (SEE MATCHLINE PLAN)
- 11. 4" ASPHALT DRIVEWAY (SEE MATCHLINE PLAN)
- 12. 4" ASPHALT DRIVEWAY (SEE MATCHLINE PLAN)
- 13. 4" ASPHALT DRIVEWAY (SEE MATCHLINE PLAN)
- 14. 4" ASPHALT DRIVEWAY (SEE MATCHLINE PLAN)
- 15. 4" ASPHALT DRIVEWAY (SEE MATCHLINE PLAN)
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- 26. 4" ASPHALT DRIVEWAY (SEE MATCHLINE PLAN)
- 27. 4" ASPHALT DRIVEWAY (SEE MATCHLINE PLAN)
- 28. 4" ASPHALT DRIVEWAY (SEE MATCHLINE PLAN)
- 29. 4" ASPHALT DRIVEWAY (SEE MATCHLINE PLAN)
- 30. 4" ASPHALT DRIVEWAY (SEE MATCHLINE PLAN)

HRCN APARTMENTS
 PREPARED FOR
 CRAIG DAVIS PROPERTIES
 HAMPTON, L.L.C.
 HAMPTON VIRGINIA

FLOYD THOMPSON
 BLVD PLAN AND
 PROFILE

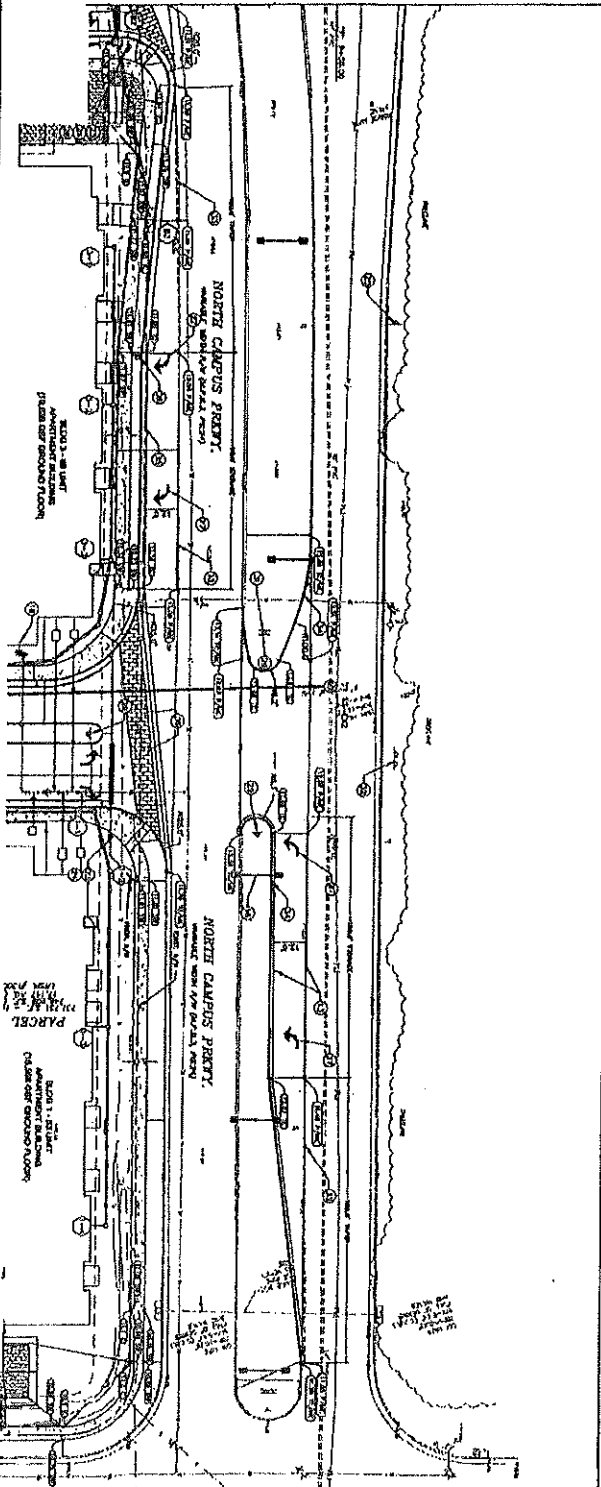
1114 PROJECT
 116375000
 DATE
 04/20/2017
 SCALE AS SHOWN
 DESIGNED BY EAB
 CHECKED BY EAB
 DRAWN BY EAB

Kimley»Horn
 © 2017 KIMLEY-HORN AND ASSOCIATES, INC.
 1500 MAIN STREET, SUITE 200, VIRGINIA BEACH, VA 23464
 PHONE 757-637-1000 FAX 757-637-1001
 WWW.KH.COM

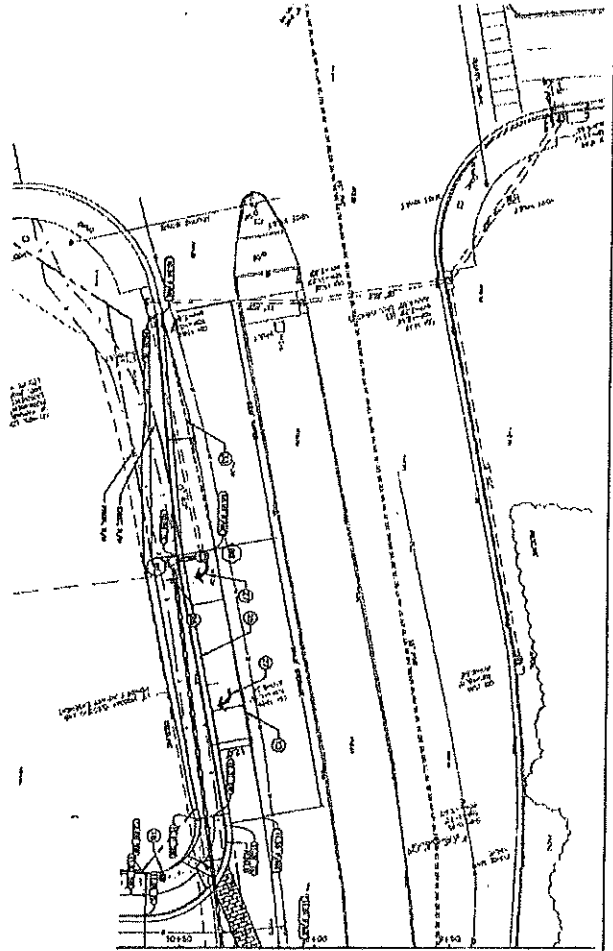
NO.	REVISIONS	DATE

CS203
 07/21/2017

MATCHLINE NORTH
CAMPUS PRKWY.
SEE ABOVE



- SHEET LAYOUT NOTES**
- ① 1" = 50' - SEE PLANNING DRAWING
 - ② 1" = 100' - SEE PLANNING DRAWING
 - ③ 1" = 200' - SEE PLANNING DRAWING
 - ④ 1" = 400' - SEE PLANNING DRAWING
 - ⑤ 1" = 800' - SEE PLANNING DRAWING
 - ⑥ 1" = 1600' - SEE PLANNING DRAWING
 - ⑦ 1" = 3200' - SEE PLANNING DRAWING
 - ⑧ 1" = 6400' - SEE PLANNING DRAWING
 - ⑨ 1" = 12800' - SEE PLANNING DRAWING
 - ⑩ 1" = 25600' - SEE PLANNING DRAWING
 - ⑪ 1" = 51200' - SEE PLANNING DRAWING
 - ⑫ 1" = 102400' - SEE PLANNING DRAWING
 - ⑬ 1" = 204800' - SEE PLANNING DRAWING
 - ⑭ 1" = 409600' - SEE PLANNING DRAWING
 - ⑮ 1" = 819200' - SEE PLANNING DRAWING
 - ⑯ 1" = 1638400' - SEE PLANNING DRAWING
 - ⑰ 1" = 3276800' - SEE PLANNING DRAWING
 - ⑱ 1" = 6553600' - SEE PLANNING DRAWING
 - ⑲ 1" = 13107200' - SEE PLANNING DRAWING
 - ⑳ 1" = 26214400' - SEE PLANNING DRAWING
 - ㉑ 1" = 52428800' - SEE PLANNING DRAWING
 - ㉒ 1" = 104857600' - SEE PLANNING DRAWING
 - ㉓ 1" = 209715200' - SEE PLANNING DRAWING
 - ㉔ 1" = 419430400' - SEE PLANNING DRAWING
 - ㉕ 1" = 838860800' - SEE PLANNING DRAWING
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 - ㉚ 1" = 26843545600' - SEE PLANNING DRAWING
 - ㉛ 1" = 53687091200' - SEE PLANNING DRAWING
 - ㉜ 1" = 107374182400' - SEE PLANNING DRAWING
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 - ㉞ 1" = 429496729600' - SEE PLANNING DRAWING
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 - ㊱ 1" = 1717986918400' - SEE PLANNING DRAWING
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 - ㊷ 1" = 109951162777600' - SEE PLANNING DRAWING
 - ㊸ 1" = 219902325555200' - SEE PLANNING DRAWING
 - ㊹ 1" = 439804651110400' - SEE PLANNING DRAWING
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 - ㊻ 1" = 1759218604441600' - SEE PLANNING DRAWING
 - ㊼ 1" = 3518437208883200' - SEE PLANNING DRAWING
 - ㊽ 1" = 7036874417766400' - SEE PLANNING DRAWING
 - ㊾ 1" = 14073748835532800' - SEE PLANNING DRAWING
 - ㊿ 1" = 28147497671065600' - SEE PLANNING DRAWING



MATCHLINE NORTH
CAMPUS PRKWY.
SEE BELOW



HRCN APARTMENTS
PREPARED FOR
CRAIG DAVIS PROPERTIES
HAMPTON, L.L.C.
HAMPTON VAC28A

**NORTH CAMPUS
PARKWAY PLAN**

DATE PROJECT
11/07/2000
DATE
04/05/2017
DRAWN BY
EAB
CHECKED BY
EAB
DESIGNED BY
EAB

Kimley»Horn
3015 KIMLEY-HORN AND ASSOCIATES, INC.
1000 EAST STREET, SUITE 100, VIRGINIA BEACH, VA 23462
PHONE 757-485-8800 FAX 757-485-8401
WWW.KIMLEY-HORN.COM

NO.	REVISION	DATE	BY

CS204

EXHIBIT D – INFRASTRUCTURE BUDGET

Site	Size (Acres)	Cost/Acre	Purchase Price				
Apartment Site	7.9650	\$	110,000.00	\$	875,480.00		
Retail Site	3.2650	\$	110,000.00	\$	358,592.00		
Total Purchase Price	11.2310	\$	220,000.00	\$	1,235,410.00		
Infrastructure Cost Breakdown & Uses of Funds							
Infrastructure Project Cost Breakdown							
Design		Original Presented	Revised Totals	Comments & Clarifications			
Construction		171,957.00	139,597.00	\$	31,900.00	Traffic Impact Analysis was taken out of Infrastructure Budget and allocated to Apartment BCA.	
Administrative		1,343,750.78	1,367,417.00			Cost from Hwy Construction - pro-rate share of clearing, grubbing, and seeding for ROW - \$23,335.25.	
Professional Fees (Legal/Accounting)		61,171.30				CDP's Construction Management Fee. Increased to be added to the Purchase Price of the Apartment Land at closing.	
Overall Contingency (outside of Hwy Construction)		25,000.00					
Totals of Infrastructure		1,601,349.08	1,565,410.00	1,565,410.00		Contingency for overall Scope of Work. This amount was adjust to align with the Sources of Funds outlined below.	
Total Sources of Funds							
Category	Amount	Comments					
Apartment Land Purchase Price	\$75,480.00						
Retail Purchase Price	\$38,592.00						
Added CM Fee CDP							
Total Land Price	1,235,410.00	To be paid by Craig Davis Properties outside of this contract amount.					
Escrow Funds From EDA	425,000.00	To be paid at closing					
Total Funds Available to Use for Infrastructure	1,663,410.00	Funds allocated differently from the Original Estrow Agreement completed in 2016 to add to infrastructure costs.					
Total Estimated Cost of Infrastructure	1,663,410.00	The Fixed Cost Contract will be submitted to EDA by Craig Davis Properties, Inc. for approval.					
QUALIFICATIONS AND CLARIFICATIONS							
1. It is been determined that within the original Scope of Work there states lights along North Canyon Parkway and Exploration Way was NOT included. This estimated cost for these lights is \$55,000. The parties agree to split the cost of these streetlights. Each party will be responsible for \$27,500. 2. Unavailable Soil risk will be taken by Craig Davis Properties, Inc. 3. The Contract amount for the Scope of Work with the City of Hampton is \$ 1,663,410.00. If there are any changes they will go to Craig Davis Properties, Inc. for taking the risk for all Infrastructure work.							

EXHIBIT E – ESCROW AGREEMENT

AMENDED AND RESTATED ESCROW AGREEMENT

This Amended and Restated Escrow Agreement (the “Escrow Agreement”) dated May ____, 2017 is by and among Craig Davis Properties, Inc., a North Carolina corporation (the “Developer”), the Economic Development Authority of the City of Hampton, Virginia, a political subdivision of the Commonwealth of Virginia (the “Authority”), and Old Point Trust & Financial Services, N.A., a national banking association with a corporate office in Newport News, VA, as Escrow Agent (the “Escrow Agent”):

WHEREAS, Developer and Authority entered into that certain Land Disposition, Option, and Development Agreement dated May 21, 2014 (the “2014 Agreement”) regarding the enhancement and development of certain real property and improvements thereon in the business park known as Hampton Roads Center – North Campus and which is more particularly described in the Contract;

WHEREAS, Developer and Authority amended the 2014 Agreement by that certain First Amendment to the Land Disposition, Option, and Development Agreement dated April ____, 2017 (the “First Amendment”; with the 2014 Agreement and the First Amendment collectively referred to as the “Contract”);

WHEREAS, Developer and Authority agreed that certain funds as set forth in Section 2.2.2 of the Contract shall be held in escrow under the terms set forth in Article VI of the Contract;

WHEREAS, pursuant to Article I, the escrow agent for the purposes of Article VI shall be the Escrow Agent;

WHEREAS, Escrow Agent did not participate in negotiation of, and therefore shall not be made a party to the Contract; and

WHEREAS, Escrow Agent is willing to serve in said capacity under the terms set forth in this Escrow Agreement.

NOW THEREFORE, in consideration of the premises herein, the parties hereto do hereby covenant and agree as follows:

1. The recitals stated above are, by this reference, incorporated into and made part of this Escrow Agreement.
2. The Escrow Agent is not and shall not be otherwise deemed a party to the Contract or any subcontract related thereto as a result of entering into this Escrow Agreement.
3. Except as otherwise defined herein, all terms defined in the Contract shall have the same meaning for the purposes of this Escrow Agreement as in the Contract.
4. The Escrow Agent will act as sole escrow agent to receive the Authority Grant under Section 2.2.2 of the Contract and make payments therefrom under the Contract in accordance with the terms and

conditions set forth in this Escrow Agreement. This Escrow Agreement shall be deemed to constitute the entire agreement among Developer, Authority, and the Escrow Agent regarding the matters pertaining to the Escrow Agent and the transactions contemplated hereby.

5. There is hereby established in the custody of the Escrow Agent a special fund designated as the "Infrastructure Fund" to be held and administered by the Escrow Agent for the benefit of Developer and Authority in accordance with the Contract and this Escrow Agreement.

6. (a) The Authority has directed the Infrastructure Fund be deposited with and held by Old Point National Bank, a federally insured financial institution with its corporate headquarters located in the City of Hampton, Virginia in an interest bearing account of Old Point National Bank.

(b) Any investment earnings and income on the Infrastructure Fund shall become part of the Infrastructure Fund, and shall be disbursed in accordance with Section 7 of this Escrow Agreement.

(c) The Escrow Agent shall send statements to the Authority on or before the 15th day of each month reflecting activity, including but not limited to earnings, disbursements, and expenses, for the Escrow Account for the preceding month.

(d) The Escrow Agent shall pay sums from the Infrastructure Fund in accordance with the instructions received and as contained on the forms on Exhibit A attached hereto. No payments shall be made to any entities/persons other than the parties hereto. The Escrow Agent shall not provide any tax services including, without limitation, the preparation of 1099 forms for distributions to entities or persons receiving funds from the Infrastructure Fund.

7. Investment earnings shall become part of the Infrastructure Fund to help offset the cost of the Escrow Agreement. All amounts, including investment earnings, remaining in the Infrastructure Fund upon completion of the Infrastructure Improvements under the Contract shall be immediately paid to the Developer.

8. Notwithstanding any provision contained herein to the contrary, the Escrow Agent, including its officers, directors, affiliates, employees and agents, shall:

(a) not be liable for any action taken or omitted under this Escrow Agreement so long as it shall have acted in good faith and without fraud, malice or gross negligence; and shall have no responsibility to inquire into or determine the genuineness, authenticity, or sufficiency of any release, check, or other documents or instruments submitted to it in connection with its duties hereunder;

(b) be entitled to deem the signatories of any documents or instruments submitted to it hereunder as being those purported to be authorized to sign such documents or instruments on behalf of the parties hereto, and, absent any obvious indication of forgery or fraud, shall be entitled to rely upon the genuineness of the signatures of such signatories without inquiry and without requiring substantiating evidence of any kind; and have no liability for acting upon any written and/or facsimile and/or e-mail instructions presented by Developer and/or Authority or in connection with the Escrow Agreement which the Escrow Agent in good faith reasonably believes to be genuine;

(c) be entitled to refrain from taking any action contemplated by this Escrow Agreement in the event that it becomes aware of any disagreement between the parties hereto pertaining to disbursements from the Infrastructure Fund, execution of any release, acceptance certificate or satisfaction of a Payment Request;

(d) have no responsibility or liability for any diminution in value of any assets held hereunder which may result from any investments or reinvestment made in accordance with any investment or reinvestment instruction from Developer and/or Authority;

(e) be entitled to compensation for its services hereunder which Developer and Authority represent to be between 1 and 5 checks per month and in reliance upon those numbers Escrow Agent shall use the fees set forth on Exhibit B, which is attached hereto and made a part hereof. Should the actual usage be more than 5 checks more or less than the monthly estimate, then the Escrow Agent may adjust the schedule by an appropriate percentage such that the monthly minimum fee will not be less than the fee quoted on Exhibit B and for reimbursement of its out-of-pocket expenses including, but not by way of limitation, the fees and costs of attorneys or agents which it may deem reasonably necessary to engage in the performance of its duties hereunder, all to be paid by the Authority;

(f) to the maximum extent permitted by Virginia law, subject to applicable Virginia constitutional limitations, and without waiver by the Authority of its sovereign immunity or any other defenses available to a political subdivision of the Commonwealth of Virginia, be indemnified and saved harmless by Developer and Authority, jointly and severally, from all losses, costs, and expenses, including attorney fees which may be incurred by the Escrow Agent as a result of its acceptance of the Infrastructure Fund or arising from the performance of its duties hereunder, unless the Escrow Agent shall have been adjudged to have acted in bad faith or to have been grossly negligent, and such indemnification shall survive its resignation or removal, or the termination of this Escrow Agreement until extinguished by any applicable statute of limitations;

(g) in the event any dispute shall arise between the parties with respect to the disposition or disbursement of any of the assets held hereunder, be permitted to interplead all of the assets held hereunder into the General District Court for the City of Hampton, Virginia or Circuit Court for the City of Hampton, Virginia, depending upon the amount involved, and thereafter be fully relieved from any and all liability or obligation with respect to such interpleaded assets, unless the basis for the dispute is related to the Escrow Agent's failure to perform according to the terms of this Escrow Agreement. The parties further agree to pursue any redress or recourse in connection with such a dispute not related to the Escrow Agent's failure to perform according to the terms of this Escrow Agreement, without making the Escrow Agent a party to same;

(h) only have those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the parties to this Escrow Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of the Contract or any other agreement, instrument, or document between the other parties hereto, in connection herewith. This Escrow Agreement and all attachments and exhibits to this Escrow Agreement, sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred from the terms of this Escrow Agreement or

any other Agreement or oral statements of any party. In no event shall the Escrow Agent be liable for any incidental or consequential damages or expenses arising out of the services provided hereunder;

- (i) have the right, but not the obligation, to consult with legal counsel of its choice;
- (j) have the right to perform any of its duties hereunder through agents, attorneys, custodians or nominees;
- (k) not be required by any provision of this Escrow Agreement to expend or risk its own funds in the performance of its duties if it shall have reasonable grounds for believing that repayment of such funds is not reasonably assured to it; and
- (l) receive fees from the Developer in accordance with 8 (e) and Exhibit B, including, but not limited to, an account setup fee at the time the account is established and transaction fees which will be deducted from the account funds at time of transaction and at time of payment;

9. This Escrow Agreement shall be binding on the parties hereto and their successors in interest.

10. (a) The parties agree that, for tax reporting purposes, all interest or other income from investment of the Infrastructure Fund shall, as of the end of each calendar year and to the extent required by the Internal Revenue Service be reported as having been earned by the Developer whether or not income was disbursed during a particular year.

(b) At the time funds are initially deposited into the Infrastructure Fund, the parties shall provide the Escrow Agent with certified tax identification numbers by furnishing appropriate W-9 or W-8 and such other forms and documents that the Escrow Agent may request. The parties understand that if such tax reporting documentation is not provided and certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Escrow Agreement.

11. The Infrastructure Fund shall terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate with the portion thereof designated "Final Acceptance Certificate" properly executed by Developer and Authority or (b) the presentation of an Order by a Court to disburse the Infrastructure Fund in accordance with the Order, or (c) written agreement of Developer and Authority that includes a schedule for payment of all remaining moneys in the Infrastructure Fund.

12. The Escrow Agent may at any time resign by giving at least 30 days written notice to Developer and Authority, but such resignation shall not take effect until the appointment of a successor Escrow Agent. The substitution of another party to act as Escrow Agent under this Escrow Agreement may occur by designation by the Authority. In addition, the Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by the Authority. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent selected by the Authority shall be appointed by an instrument in writing executed by Developer and Authority. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to

Developer and Authority, and the predecessor Escrow Agent. Thereupon such successor Escrow Agent shall, without any further act or deed, be fully vested with all the powers, rights, duties and obligations of the Escrow Agent under this Escrow Agreement, and the predecessor Escrow Agent shall deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent. A successor Escrow Agent shall have no duty to inquire into the acts or omissions of any predecessor Escrow Agent; nor shall a Successor Escrow Agent any liability for the acts or omissions of any predecessor Escrow Agent.

13. The Escrow Agent incurs no liability to make any disbursements pursuant to the Escrow Agreement except from funds held or received in the Infrastructure Fund.

14. Any notice, consent or request to be given in connection with any of the terms or provisions of this Escrow Agreement shall be in writing and be given in person, by facsimile transmission or courier delivery service or by mail, and shall become effective (a) on delivery if given in person, (b) on the date of delivery if sent by facsimile with receipt confirmed by telephone or by courier delivery service, or (c) four business days after being deposited in the mails, with proper postage prepaid for first-class registered or certified mail.

Notices shall be addressed as follows:

if to Developer: Craig Davis Properties
8000 Weston Parkway, Suite 360
Cary, North Carolina 27513
Attention: Craig Davis

With a copy to: Kaufman & Canoles, P.C.
150 W. Main street, Suite 2100
Norfolk, VA 23510
Attention: Charles E. Land, Esquire

if to Authority: Economic Development Authority of the
City of Hampton, Virginia
One Franklin Street, Suite 601
Hampton, VA 23669-3578

With a copy to: Vanessa T. Valdejuli, City Attorney
22 Lincoln Street, 8th Floor
Hampton, VA 23669

if to the Escrow Agent: Old Point Trust & Financial Services, N.A.
11780 Jefferson Avenue
Newport News, Virginia 23606
Attention: Eugene M. Jordan, II
President & CEO

15. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

16. This Escrow Agreement may not be amended except by a written instrument executed by all the parties hereto.

17. This Escrow Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Hampton, Virginia.

18. This Escrow Agreement may be executed in several counterparts, each one of which shall constitute an original and all collectively shall constitute but one instrument.

19. In the event any provision of this Escrow Agreement conflicts with the Contract, the terms of the Contract shall prevail.

[Signatures on the Following Page]

In Witness Whereof, Craig Davis Properties, Inc., the Economic Development Authority of the City of Hampton, Virginia, and the Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives.

Craig Davis Properties, Inc.

By: _____

Its: _____

Economic Development Authority of the City of Hampton, Virginia

By: _____

Its: _____

Old Point Trust & Financial Services, N.A.

By: _____

Its: _____

EXHIBIT A

ESCROW AGREEMENT
PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE

To: Old Point Trust & Financial Services, N.A.
Attn: Eugene M. Jordan, II
11780 Jefferson Avenue
Newport News, Virginia 23606
Phone Number: (757) 599-2205 Fax Number: (757) 873-9365
Email: gjordan@oldpointtrust.com

The Escrow Agent is hereby requested to pay from the Infrastructure Fund to the business designated below the sum(s) set forth below/on the attachment. The amount shown below/on the attachment is due and payable under the invoice(s) of the Payee attached hereto and has not formed the basis of any prior request for payment(s).

AMOUNT:

Amount typed out (\$.00)

Routing Number:

Account Number:

Payee: Craig Davis Properties, Inc.

Payee's Federal ID Number:

By signing below, the parties hereby certify, represent, and agree with the above:

Date:		Date:	
Signature		Signature:	
Name:		Name:	
Title:		Title:	

EXHIBIT B

ESCROW AGREEMENT
(ESCROW AGENT FEE SCHEDULE)

The Escrow Agent shall be entitled to fees for its ordinary services as follows:

\$00.00 setup fee and \$100.00 per payment under the Escrow Agreement. These fees are payable by the Economic Development Authority of the City of Hampton, Virginia and shall be paid from the Infrastructure Account at the time a payment is made from the Escrow Account.

CUSTOMER NOTICE REQUIRED BY THE USA PATRIOT ACT

To help the US government fight the funding of terrorism and money laundering activities, US Federal law requires all financial institutions to obtain, verify, and record information that identifies each person (whether an individual or organization) for which a relationship is established.

What this means to you: When you establish a relationship with Old Point Trust & Financial Services, N.A., we will ask you to provide certain information (and documents) that will help us to identify you. We will ask for your organization's name, physical address, tax identification or other government registration number and other information that will help us to identify you. We may also ask for a Certificate of Incorporation or similar document or other pertinent identifying documentation for your type of organization.

**EXHIBIT F –DRAWING SHOWING EASEMENTS TO BE CONVEYED TO CITY OR
AUTHORITY**

EXHIBIT G – DRAWING SHOWING EASEMENTS TO BE VACATED

