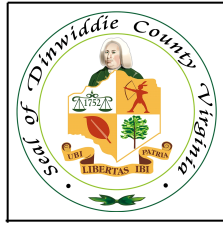


Industrial Development Authority Dinwiddie County, Virginia



March 26, 2018

7:00 PM

1. CALL TO ORDER AND ROLL CALL

2. AMENDMENTS TO AGENDA

3. APPROVAL OF MINUTES

Documents:

[01262018 Meeting Minutes DRAFT.pdf](#)

4. TREASURER'S REPORT

- [Account Activities as of March 19, 2018](#)

5. FAISON BOND AMENDMENT

Documents:

[Active_100217726_3 Faison Amendment - Resolution \(Dinwiddie EDA - Amendment to 2015 Bond\).pdf](#)

[Active_100219149_3 Faison Amendment - Amendment to BPLA \(First\).pdf](#)

6. CITIZEN COMMENTS

7. CLOSED SESSION

§2.2-3711 (A) (5) Business and Industry Development

- *Discussion concerning prospective business or industries or the expansion of existing business or industries where no previous announcements have been made of the business' or industries' interest in locating or expanding in the county: Economic Development prospects update.*

§2.2-3711(A)(29). Discussion or consideration of a public contract involving the expenditure of public funds.

- *Contracts related to award of AFID and TROF funds for*

economic development project.

§2.2-3711(A)(8). Consultation with Legal Counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel.

- *Contracts related to award of AFID and TROF funds for economic development project.*

8. OLD/NEW BUSINESS

A. Marketing Expenditures

B. Resolution Re: TROF And AFID Grants

C. Discussion Re: Broadband

D. Discussion Re: IDA Bylaws

9. INDUSTRIAL DEVELOPMENT AUTHORITY BOARD MEMBER COMMENTS

10. DEPUTY COUNTY ADMINISTRATOR OF PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

11. ADJOURNMENT

VIRGINIA: AT THE REGULAR MEETING OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DINWIDDIE COUNTY, VIRGINIA, HELD IN THE MEETING ROOM OF THE DINWIDDIE COUNTY AIRPORT BUILDING, 6775 BECK-CHAPPELL DRIVE, PETERSBURG, VIRGINIA, ON JANUARY 22, 2018 AT 7:00 P.M.

PRESENT: WILLIAM A. KISSNER – CHAIRMAN
DAVID W. LYLE – VICE CHAIR
JAMES VAN LANDINGHAM – SECRETARY-TREASURER
ROBERT SPIERS
MAXWELL WATKINS

ABSENT: THOMAS HOOKER

ADMINISTRATION PRESENT: TAMMIE COLLINS, DEPUTY COUNTY ADMINISTRATOR OF PLANNING AND COMMUNITY DEVELOPMENT
MORGAN INGRAM, ECONOMIC DEVELOPMENT DIRECTOR
TYLER C. SOUTHALL, COUNTY ATTORNEY

1. CALL TO ORDER AND ROLL CALL

Mr. Kissner called the meeting to order at 7:02 P.M., and Mr. Southall called roll.

2. APPROVAL OF/AMENDMENTS TO AGENDA

Ms. Heller asked if there needed to be any amendments to the agenda. None were needed.

Upon motion by Mr. Spiers to adopt the agenda, as amended, and a second by Mr. Lyle and upon the following vote, the agenda was adopted.

Ayes: Mr. Kissner, Mr. Lyle, Mr. Van Landingham, Mr. Spiers, Mr. Watkins

Nays: None

Absent: Mr. Hooker

3. ORGANIZATIONAL MEETING

A. Officer Nominations and Appointments

Mr. Southall noted that generally there is a Nominating Committee but this year there was not. He confirmed that all three officers were eligible for another term, but the IDA would need to vote on each office one at a time.

Mr. Van Landingham nominated Mr. Kissner for Chairman. Mr. Watkins seconded. Mr. Southall noted they had a resolution that would be used for all three officers. The resolution was provided in the packet.

Ayes: Mr. Lyle, Mr. Van Landingham, Mr. Spiers, Mr. Watkins

Nays: None

Absent: Mr. Hooker

Abstain: Mr. Kissner

BE IT RESOLVED, by the Industrial Development Authority of Dinwiddie County, Virginia that William A. Kissner shall be appointed as the Chairman of the Industrial Development Authority of Dinwiddie County, Virginia for the year 2018, or until he or she resigns, is unable to hold office, or until a successor assumes office.

Mr. Kissner opened the floor for nominations for the office of Vice Chairman. Mr. Van Landingham nominated Mr. Lyle. Mr. Watkins seconded.

Ayes: Mr. Kissner, Mr. Van Landingham, Mr. Spiers, Mr. Watkins

Nays: None

Absent: Mr. Hooker

Abstain: Mr. Lyle

BE IT RESOLVED, by the Industrial Development Authority of Dinwiddie County, Virginia that David W. Lyle shall be appointed as the Vice-Chairman of the Industrial Development Authority of Dinwiddie County, Virginia for the year 2018, or until he or she resigns, is unable to hold office, or until a successor assumes office.

Mr. Kissner opened the floor for nominations for Secretary-Treasurer. Mr. Spiers nominated Mr. Van Landingham. Mr. Watkins seconded.

Ayes: Mr. Kissner Mr. Lyle, Mr. Spiers, Mr. Watkins

Nays: None

Absent: Mr. Hooker

Abstain: Mr. Van Landingham

BE IT RESOLVED, by the Industrial Development Authority of Dinwiddie County, Virginia that Mr. James Van Landingham shall be appointed as the Secretary/Treasurer of the Industrial Development Authority of Dinwiddie County, Virginia for the year 2018, or until he or she resigns, is unable to hold office, or until a successor assumes office.

B. Adoption of IDA Meeting Schedule for 2018

Mr. Kissner asked the Board to look at the meeting schedule for 2018 and went through it. It was noted that the May meeting would be on May 21 because of Memorial Day. Mr. Kissner asked for any other changes and there were none.

Upon motion by Mr. Van Landinham, seconded by Mr. Watkins, the meeting schedule for the IDA for 2018 was adopted by the following vote.

Ayes: Mr. Kissner, Mr. Lyle, Mr. Van Landingham, Mr. Spiers, Mr. Watkins

Nays: None

Absent: Mr. Hooker

Resolution

of the **INDUSTRIAL DEVELOPMENT AUTHORITY of DINWIDDIE COUNTY,
VIRGINIA**

ORGANIZATIONAL MEETING OF THE INDUSTRIAL DEVELOPMENT AUTHORITY

SCHEDULE OF MEETINGS AND DATES FOR 2018

WHEREAS, the Industrial Development Authority of Dinwiddie County, Virginia is required by its Bylaws to adopt a regular meeting schedule,

NOW THEREFORE BE IT RESOLVED by the Industrial Development Authority of Dinwiddie County, Virginia, that the following rules shall apply for the year 2018:

1. Regular Meetings of the Industrial Development Authority shall be held as shown on the attached 2018 calendar, in the Dinwiddie County Airport Conference Room, 6775 Beck-Chappell Drive, North Dinwiddie, Virginia, and shall begin at 7:00 p.m. unless otherwise noted.
2. Should it be necessary to cancel a regular and/or an advertised Industrial Development Authority meeting due to weather or other conditions, the meeting shall be continued for 7 days to the same time and place.

Regular meeting dates are as follows:

January 22, 2018
March 26, 2018
May 21, 2018
July 23, 2018
September 24, 2018
November 26, 2018

4. APPROVAL OF MINUTES

Mr. Kissner asked to move on to the minutes from the November 27, 2018 regular meeting. He asked if any additions or changes were needed. None were needed.

Upon motion by Mr. Van Landingam, seconded by Mr. Lyle, the minutes for the November 27, 2017 meeting were approved as amended by the following vote.

Ayes: Mr. Kissner, Mr. Lyle, Mr. Van Landingham, Mr. Watkins

Nays: None
Absent: Mr. Hooker
Abstain: Mr. Spiers

5. TREASURER'S REPORT

Mr. Van Landingham started the Treasurer's report, as of January 16, 2018 by noting that the IDA had started with a balance of \$145,367.53 and there was one transaction. This left the IDA a balance of \$145,222.24. Mr. Van Landingham stated that the Bank of Southside Virginia CD had two interest payments of \$13.64 and \$14.10 bringing the balance to \$66,425.77. Mr. Kissner went on to state that the Bank of McKenney CD had a balance to \$101,118.48 as it did not have its quarterly interest payment yet. The total IDA funds are \$839,017.42. Mr. Lyle and Mr. Kissner had some questions about funds and the Aldi project and Ms. Ingram and Ms. Collins answered the questions. The Board discussed an amount for signature authority for the Secretary-Treasurer.

Upon motion Mr. Spiers, seconded by Mr. Watkins, the Treasurer's Report as of January 16, 2018, was adopted as presented.

No citizens were present to comment.

6. CLOSED SESSION

Mr. Kissner asked Mr. Southall to take the Board into closed session. Mr. Southall noted a need to go into closed session under:

§2.2-3711 (A) (5) Business and Industry

- Regarding prospective or expanding business and industry where no previous announcement has been made

§2.2-3711 (A) (3) Discussion or consideration of the acquisition of real property for a public purpose, or the disposition of publicly held real property

- Property Acquisition for Economic Development

§2.2-3711 (A) (8) Legal Advice

- Advice concerning unannounced prospects

Upon motion of Mr. Watkins, seconded by Mr. Van Landingham, the Board voted to go into Closed Session at 7:21 P.M.

Ayes: Mr. Kissner, Mr. Lyle, Mr. Van Landingham, Mr. Spiers, Mr. Watkins
Nays: None
Absent: Mr. Hooker

At 7:36 P.M., Mr. Southall noted a need for a motion to reconvene into Open Session.

Upon motion of Mr. Van Landingham, seconded by Mr. Lyle, the board unanimously voted to approve reconvening into Open Session at 7:36 P.M.

Ayes: Mr. Kissner, Mr. Lyle, Mr. Van Landingham, Mr. Spiers, Mr. Watkins

Nays: None
Absent: Mr. Hooker

CERTIFICATION

Mr. Southall read the Certification Resolution and upon motion by Mr. Spiers, seconded by Mr. Lyle, the following Certification Resolution was adopted:

Ayes: Mr. Kissner, Mr. Lyle, Mr. Van Landingham, Mr. Spiers, Mr. Watkins
Nays: None
Absent: Mr. Hooker

WHEREAS, this Authority convened in a closed meeting under:

§2.2-3711 (A) (5) Business and Industry

- Regarding prospective or expanding business and industry where no previous announcement has been made

§2.2-3711 (A) (3) Discussion or consideration of the acquisition of real property for a public purpose, or the disposition of publicly held real property

- Property Acquisition for Economic Development and Public Utilities

§2.2-3711 (A) (8) Legal Advice

- Advice concerning unannounced prospects

AND WHEREAS, no member has made a statement that there was a departure from the lawful purpose of such closed meeting or that matters other than those identified in the motion were discussed,

NOW BE IT CERTIFIED, that only those matters as were identified in the motion were heard, discussed or considered in the closed meeting.

7. OLD/NEW BUSINESS

There was no Old/New Business.

8. INDUSTRIAL DEVELOPMENT AUTHORITY BOARD MEMBER COMMENTS

Mr. Van Landingham made a comment about a company running on bit coins. Mr. Lyle had a questions about the megasite in Chesterfield.

9. DEPUTY COUNTY ADMINISTRATOR OF PLANNING AND ECONOMIC DEVELOPMENT COMMENTS

Ms. Collins made a comment about site plans for Bojangles. She stated that Rohoic would be ready to be demolished soon. Ms. Ingram stated Reilly's Auto Parts was working through the site plan process and that Joe's Steak and Seafood is adding an addition. Ms. Ingram also told the board the Aldi project was going well. Ms. Collins updated them on the progress on the new

County government complex. She told the Board that February 9th the County would be hosting Industry Day.

10. ADJOURNMENT

Mr. Kissner asked if there was any further business, and there was none. Upon motion by Mr. Van Landingham, seconded by Mr. Watkins, the meeting was adjourned at 7:49 P.M.

Ayes: Mr. Kissner, Mr. Lyle, Mr. Van Landingham, Mr. Spiers, Mr. Watkins

Nays: None

Absent: Mr. Hooker

**RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF DINWIDDIE COUNTY, VIRGINIA APPROVING CERTAIN
MODIFICATIONS TO THE TERMS OF ITS EDUCATIONAL
FACILITIES REVENUE BOND (THE FAISON SCHOOL FOR AUTISM),
SERIES 2015**

A. On December 18, 2015, the Industrial Development Authority of Dinwiddie County, Virginia (the "Authority"), a political subdivision of the Commonwealth of Virginia, issued its Educational Facilities Revenue Bond (The Faison School for Autism), Series 2015, in the original principal amount of \$6,171,000 (the "Bond"), at the request and for the benefit of 1701 Byrd Avenue, LLC (the "Borrower"). The proceeds of the Bond assisted the Borrower in (1) refinancing the loan originally used by the Borrower to finance the acquisition of 1701 Byrd Avenue, Henrico, Virginia 23230 (the "School Campus"), (2) refinancing the loan originally used by the Borrower to finance the acquisition of land behind the School Campus located at 5311 Markel Road, Henrico, Virginia 23230, (3) financing the purchase by the Borrower of 1600 Willow Lawn Drive, Henrico, Virginia (the "Willow Lawn Land"), (4) financing renovations and improvements to the School Campus and Markel Land and (5) financing the cost of issuing the Bond.

B. The Bond was issued under a Bond Purchase and Loan Agreement dated as of December 1, 2015 (the "Agreement") between the Authority, the Borrower and Branch Banking and Trust Company (the "Bondholder").

C. As a result of the change in the maximum federal corporate tax rate, the Borrower and the Bondholder now desire to amend the Agreement to reflect (1) a new Adjusted LIBOR Rate (as defined in the Agreement) and (2) other related amendments (collectively, the "Amendments"). After giving effect to the Amendments, the final maturity date of the Bond and the dates and amounts of the regularly scheduled annual principal amortization thereon shall remain the same.

D. The Amendments will be reflected in a First Amendment to Bond Purchase and Loan Agreement (the "First Amendment") between the Authority, the Borrower and the Bondholder and an Allonge to the Bond (the "Allonge" and together with the First Amendment, the "Amendment Documents").

**AFTER CAREFUL CONSIDERATION AND IN FURTHERANCE OF THE
PUBLIC PURPOSES FOR WHICH THE AUTHORITY WAS CREATED, NOW,
THEREFORE, BE IT RESOLVED, THAT:**

1. The Authority hereby determines that the execution and delivery of the Amendment Documents will be in furtherance of the purposes for which the Authority was organized.

2. The Authority hereby authorizes and approves of the Amendments. The Authority hereby approves of the form of Amendment Documents on file with the Authority, with such changes, insertions or omissions (including, without limitation, changes of the dates therein and thereof) as may be approved by the Chairman, at the request of the Borrower,

which approval shall be evidenced conclusively by the execution and delivery of the applicable Amendment Document by the Chairman.

3. The Authority hereby authorizes the performance of its obligations under the Amendment Documents.

4. The Authority hereby authorizes and directs the Chairman to execute and deliver the Amendment Documents on behalf of the Authority and, if required, the Secretary to affix and attest the seal of the Authority to the Amendment Documents (as needed).

5. The Authority hereby authorizes and directs each officer of the Authority to execute and deliver on behalf of the Authority such other instruments, documents or certificates and to do and perform such things and acts, as they shall deem necessary or appropriate to carry out the transactions authorized by this Resolution or contemplated by the Amendment Documents. The Authority hereby approves, ratifies and confirms all of the foregoing, previously done or performed by such officers of the Authority.

6. The Authority hereby approves, ratifies and confirms all acts of the officers of the Authority that are in conformity with the purposes and intent of this Resolution and in furtherance of the transactions described in the Amendment Documents, whether such acts occurred before or occur after the adoption of this Resolution.

7. Any authorization of an officer of the Authority under this Resolution entitles such officer to exercise his or her discretion in taking action on behalf of the Authority, unless expressly provided otherwise. The authorizations granted in this Resolution to the Chairman may be carried out by the Vice Chairman in the absence or unavailability of the Chairman, and the authorizations granted in this Resolution to the Secretary may be carried out by any Assistant or Acting Secretary in the absence or unavailability of the Secretary.

8. All costs and expenses in connection with the Amendments, including the fees and expenses of Bond Counsel, counsel to the Bondholder and counsel to the Authority, shall be paid from moneys furnished by the Borrower. If for any reason such Amendments are not consummated, it is understood that all such expenses shall be paid by the Borrower and that the Authority shall have no responsibility therefor.

9. At the request of the Borrower, the Authority hereby approves McGuireWoods LLP, as Bond Counsel in connection with the execution and delivery of the Amendment Documents.

10. This Resolution will take effect immediately upon its adoption.

CERTIFICATE

The undersigned Secretary of the Industrial Development Authority of Dinwiddie County, Virginia certifies that the foregoing resolution is a true and correct copy of such resolution as adopted on March 26, 2017. The foregoing resolution has not been repealed, revoked, rescinded or amended and is in full force and effect on the date hereof.

WITNESS my signature and the seal of the Industrial Development Authority of Dinwiddie County, Virginia, as of the day and year above first written.

Secretary, Industrial Development Authority of
Dinwiddie County, Virginia

[SEAL]

FIRST AMENDMENT TO BOND PURCHASE AND LOAN AGREEMENT

This **FIRST AMENDMENT TO BOND PURCHASE AND LOAN AGREEMENT** (the "First Amendment"), is dated as of March 1, 2018, and is between the **INDUSTRIAL DEVELOPMENT AUTHORITY OF DINWIDDIE COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "Authority"), **BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation (the "Bondholder"), and **1701 BYRD AVENUE, LLC**, a Virginia nonstock not-for-profit corporation (the "Borrower").

A. The Authority, the Bondholder and the Borrower entered into a Bond Purchase and Loan Agreement dated as of December 1, 2015 (the "Original Agreement"), under which the Authority issued its Educational Facilities Revenue Bond (The Faison School for Autism), Series 2015 (the "Original Bond") to provide funds to the Borrower to finance and refinance the cost of the acquisition, construction, improvement, installation to and/or equipping of certain educational facilities.

B. The Authority has received a request from the Borrower to cause the amendment of certain provisions of the Original Agreement and certain provisions of the Original Bond pursuant to this First Amendment.

C. The Authority, the Bondholder and the Borrower have determined to execute this First Amendment.

NOW, THEREFORE, the parties agree as follows:

Section 1. Definitions. Unless the context otherwise requires, capitalized terms used and not otherwise defined in this First Amendment have the meanings given such terms in the Original Agreement, as amended hereby.

Section 2. Amendments to Original Agreement.

(a) Amendment to Section 1.1; Adjusted LIBOR Rate. Section 1.1 of the Original Agreement is hereby amended by deleting the definition of "Adjusted LIBOR Rate" and replacing it with the following:

"Adjusted LIBOR Rate" means a rate of interest per annum (rounded upward to the next higher 1/100th of 1.00%) equal to the sum of (a) the product of (i) 79% multiplied by (ii) One-Month LIBOR, plus (b) 1.19% per annum. The Adjusted LIBOR Rate shall be adjusted monthly on the first day of each LIBOR Interest Period. The Adjusted LIBOR Rate shall be adjusted for any change in the LIBOR Reserve Percentage so that the Bondholder shall receive the same yield. The Adjusted LIBOR Rate shall be subject to (i) increase upon a Determination of Taxability or (ii) adjustment upon a change in the maximum marginal corporate tax rate.

(b) Amendment to Section 1.1; Adjusted Non-BQ LIBOR Rate. Section 1.1 of the Original Agreement is hereby amended by deleting the definition of "Adjusted Non-BQ LIBOR Rate" and replacing it with the following:

"Adjusted Non-BQ LIBOR Rate" means a rate of interest per annum (rounded upward to the next higher 1/100th of 1.00%) equal to the sum of (a) the product of (i) 79% multiplied by (ii) One-Month LIBOR plus (b) 1.34% per annum. The Adjusted Non-BQ LIBOR Rate shall be adjusted monthly on the first day of each LIBOR Interest Period. The Adjusted Non-BQ LIBOR Rate shall be adjusted for any change in the LIBOR Reserve Percentage so that the Holder of this Bond shall receive the same yield. The Adjusted Non-BQ LIBOR Rate shall be subject to (i) increase upon a Determination of Taxability or (ii) adjustment upon a change in the maximum marginal corporate tax rate.

(c) Amendment to Section 1.1; One-Month LIBOR. Section 1.1 of the Original Agreement is hereby amended by deleting the definition of "One-Month LIBOR" and replacing it with the following:

"One-Month LIBOR" means the average rate quoted by Bloomberg Finance L.P., or any quoting service or commonly available source utilized by the Bondholder, on the determination date for deposits in U.S. Dollars offered in the London interbank market for one month determined as of 11:00 am London time two (2) Business Days prior to the commencement of the applicable LIBOR Interest Period; provided that if the above method for determining One-Month LIBOR shall not be available, "One-Month LIBOR" shall be the rate quoted in The Wall Street Journal, or a rate determined by a substitute method of determination agreed on by the Borrower and the Bondholder; provided, if such agreement is not reached within a reasonable period of time (in the Bondholder's sole judgment), a rate reasonably determined by the Bondholder in its sole discretion as a rate being paid, as of the determination date, by first class banking organizations (as determined by the Bondholder) in the London interbank market for U. S. Dollar deposits and provided further that, for so long as One-Month LIBOR (determined as provided above) would be less than zero percent (0%), then One-Month LIBOR shall be deemed to be zero percent (0%) for such time.

(d) Amendment to Section 6.1; Adjustment for Tax Rates. Section 6.1(c)(iv) of the Original Agreement is hereby amended to read as follows:

(iv) at any time after the Closing Date there should be any change in the maximum marginal rate of federal income tax applicable to the taxable income of the Bondholder, its successor and assigns (the "Bondholder Tax Rate"), then the Adjusted LIBOR Rate or the Adjusted Non-BQ LIBOR Rate in effect hereunder from time to time as herein provided, for so long as there shall not have occurred a Determination of Taxability, shall be adjusted (upward or downward as the case may be), effective as of the effective date of any such change in the Bondholder Tax Rate, by multiplying the Adjusted LIBOR Rate or the Adjusted Non-BQ LIBOR Rate, as applicable, by a fraction, the denominator

of which is 100% minus the Bondholder Tax Rate in effect upon March __, 2018, and the numerator of which is 100% minus the Bondholder Tax Rate after giving effect to such change; or

Section 3. First Allonge to Bond. The form of the Original Bond will be amended as set forth in the First Allonge and Amendment to Bond (the "Allonge to Bond") in substantially the form attached as Exhibit A hereto. The Authority is authorized to execute and deliver the Allonge to the Bondholder. The Bondholder hereby consents to the amendments set forth in the Allonge. All references to the Bond in the Original Agreement (as amended by this First Amendment) and in any other documents related to the Bond means the Original Bond as amended by the Allonge to Bond.

Section 4. First Allonge to Note. The form of the Note will be amended as set forth in the First Allonge and Amendment to Note (the "Allonge to Note") in the form attached as Exhibit B hereto. The Bondholder hereby consents to the amendments set forth in the Allonge to Note. All references to the Note in the Original Agreement (as amended by this First Amendment) and in any other documents related to the Bond means the Note as amended by the Allonge to Note.

Section 5. Effective Date. This First Amendment shall take effect on the date hereof.

Section 6. Ratification of Agreement. As amended hereby the Original Agreement is in all respects ratified and confirmed. The Original Agreement as so amended hereby shall be read, taken and construed as one and the same instrument.

Section 7. Severability of Invalid Provisions. If any provision of this First Amendment shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

Section 8. Execution in Several Counterparts. This First Amendment may be executed in several counterparts, each of which shall be an original, and all of which together shall constitute but one and the same instrument.

Section 9. Governing Law. This First Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Section 10. No Other Amendments; Waiver; No Novation. Except as expressly amended hereby, the terms of the Original Agreement shall remain in full force and effect in all respects, and the Borrower hereby reaffirms its obligations under the Original Agreement, as amended by this First Amendment, and under each of the other Financing Instruments to which it is a party. The Borrower hereby waives any claim, cause of action, defense, counterclaim, setoff or recoupment of any kind or nature that it may assert against the Bondholder arising from or in connection with the Original Agreement, as amended by this First Amendment, or the transactions contemplated thereby or hereby that exist on the date hereof or arise from facts or actions occurring prior hereto or on the date hereof, excluding any of the same which may exist by reason of the willful misconduct or negligence of the Bondholder. Nothing contained in this

First Amendment shall be construed to constitute a novation with respect to the obligations described in the Original Agreement.

Section 11. Expenses. The Borrower hereby agrees to pay all reasonable out-of-pocket expenses incurred by the Bondholder in connection with the preparation of this First Amendment and the consummation of the transactions described herein, including, without limitation, the reasonable attorneys' fees and expenses of the Bondholder.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Authority, the Bondholder and the Borrower have caused this First Amendment to be executed in their names, by their duly authorized officers, all as of the day and year first above written.

**INDUSTRIAL DEVELOPMENT AUTHORITY
OF DINWIDDIE COUNTY, VIRGINIA**

By: _____
Chairman

**BRANCH BANKING AND TRUST
COMPANY, as Bondholder**

By: _____
Senior Vice President

1701 BYRD AVENUE, LLC

By: The Faison School for Autism, LLC
Its: Sole Member

By: The Faison Center, Inc.
Its: Sole Member

By: _____
Its: President and Chief
Officer

Executive

EXHIBIT A

FORM OF FIRST ALLONGE AND AMENDMENT TO BOND

FIRST ALLONGE AND AMENDMENT TO INDUSTRIAL DEVELOPMENT AUTHORITY OF DINWIDDIE COUNTY, VIRGINIA, EDUCATIONAL FACILITIES REVENUE BOND (THE FAISON SCHOOL FOR AUTISM), SERIES 2015

The Industrial Development Authority of Dinwiddie County, Virginia Educational Facilities Revenue Bond (The Faison School for Autism), Series 2015 (the "Bond") dated December 18, 2015, executed by the **INDUSTRIAL DEVELOPMENT AUTHORITY OF DINWIDDIE COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "Authority") payable to **BRANCH BANKING AND TRUST COMPANY** ("Bondholder") in the original principal amount of \$6,171,000 (the "Bond") to which this Allonge is appended, is hereby amended as of March 27, 2018, as follows:

1. Section (d) of the fifth paragraph of the Bond is hereby amended and restated in its entirety as set forth below:

(d) at any time after the Closing Date there should be any change in the maximum marginal rate of federal income tax applicable to the taxable income of the Bondholder, its successor and assigns (the "Bondholder Tax Rate"), then the Adjusted LIBOR Rate or the Adjusted Non-BQ LIBOR Rate in effect hereunder from time to time as herein provided, for so long as there shall not have occurred a Determination of Taxability, shall be adjusted (upward or downward as the case may be), effective as of the effective date of any such change in the Bondholder Tax Rate, by multiplying the Adjusted LIBOR Rate or the Adjusted Non-BQ LIBOR Rate, as applicable, by a fraction, the denominator of which is 100% minus the Bondholder Tax Rate in effect upon March __, 2018, and the numerator of which is 100% minus the Bondholder Tax Rate after giving effect to such change; or

2. The definition of Adjusted LIBOR Rate is hereby amended and restated in its entirety as set forth below:

"Adjusted LIBOR Rate" means a rate of interest per annum (rounded upward to the next higher 1/100th of 1.00%) equal to the sum of (a) the product of (i) 79% multiplied by (ii) One-Month LIBOR, plus (b) 1.19% per annum. The Adjusted LIBOR Rate shall be adjusted monthly on the first day of each LIBOR Interest Period. The Adjusted LIBOR Rate shall be adjusted for any change in the LIBOR Reserve Percentage so that the Bondholder shall receive the same yield. The Adjusted LIBOR Rate shall be subject to (i) increase upon a Determination of Taxability or (ii) adjustment upon a change in the maximum marginal corporate tax rate.

3. The definition of Adjusted Non-BQ LIBOR Rate is hereby amended and restated in its entirety as set forth below:

"Adjusted Non-BQ LIBOR Rate" means a rate of interest per annum (rounded upward to the next higher 1/100th of 1.00%) equal to the sum of (a) the product of (i) 79% multiplied by (ii) One-Month LIBOR plus (b) 1.34% per annum. The Adjusted Non-BQ LIBOR Rate shall be adjusted monthly on the first day of each LIBOR Interest Period. The Adjusted Non-BQ LIBOR Rate shall be adjusted for any change in the LIBOR Reserve Percentage so that the Holder of this Bond shall receive the same yield. The Adjusted Non-BQ LIBOR Rate shall be subject to (i) increase upon a Determination of Taxability or (ii) adjustment upon a change in the maximum marginal corporate tax rate.

4. The definition of One-Month LIBOR is hereby amended and restated in its entirety as set forth below:

"One-Month LIBOR" means the average rate quoted by Bloomberg Finance L.P., or any quoting service or commonly available source utilized by the Bondholder, on the determination date for deposits in U.S. Dollars offered in the London interbank market for one month determined as of 11:00 am London time two (2) Business Days prior to the commencement of the applicable LIBOR Interest Period; provided that if the above method for determining One-Month LIBOR shall not be available, "One-Month LIBOR" shall be the rate quoted in The Wall Street Journal, or a rate determined by a substitute method of determination agreed on by the Borrower and the Bondholder; provided, if such agreement is not reached within a reasonable period of time (in the Bondholder's sole judgment), a rate reasonably determined by the Bondholder in its sole discretion as a rate being paid, as of the determination date, by first class banking organizations (as determined by the Bondholder) in the London interbank market for U. S. Dollar deposits and provided further that, for so long as One-Month LIBOR (determined as provided above) would be less than zero percent (0%), then One-Month LIBOR shall be deemed to be zero percent (0%) for such time.

Except as expressly set forth in this Allonge, the Bond is not otherwise modified or amended.

IN WITNESS WHEREOF, the undersigned are signing and sealing, as applicable, this First Allonge and Amendment to Bond as of the day and year above first written.

AUTHORITY:

**INDUSTRIAL DEVELOPMENT AUTHORITY
OF DINWIDDIE COUNTY, VIRGINIA**

By: _____
Chairman

[SEAL]

ACKNOWLEDGED AND APPROVED:

BONDHOLDER:

BRANCH BANKING AND TRUST COMPANY

By: _____
Senior Vice President

BORROWER:

1701 BYRD AVENUE, LLC

By: The Faison School for Autism, LLC
Its: Sole Member

By: The Faison Center, Inc.
Its: Sole Member

By: _____
Its: President and Chief Executive Officer

[SIGNATURE PAGE TO ALLONGE]

EXHIBIT B

FORM OF FIRST ALLONGE AND AMENDMENT TO PROMISSORY NOTE

The Promissory Note dated December 18, 2015 (the "Note"), executed by **1701 BYRD AVENUE, LLC**, a Virginia limited liability company (the "Borrower"), and payable to the **INDUSTRIAL DEVELOPMENT AUTHORITY OF DINWIDDIE COUNTY, VIRGINIA** (the "Authority") and subsequently assigned to **BRANCH BANKING AND TRUST COMPANY** ("Bondholder") in the original principal amount of up to \$6,171,000 (the "Note") to which this Allonge is appended, is hereby amended as of March 27, 2018, as follows:

1. References in the Note to the 2015 Bond are hereby amended to be the Authority's Educational Facilities Revenue Bond (The Faison School for Autism), Series 2015, as the same may be altered, amended, modified or supplemented from time to time, including by a First Allonge and Amendment to Bond dated as of March 1, 2018.

2. References in the Note to the Agreement are hereby amended to be the Bond Purchase and Loan Agreement dated as of December 1, 2015, among the Borrower, the Authority and the Bondholder, as the same may be altered, amended, modified or supplemented from time to time, including by a First Amendment to Bond Purchase and Loan Agreement dated as of March 1, 2018.

Except as expressly set forth in this Allonge, the Note is not otherwise modified or amended.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned are signing this First Allonge and Amendment to Promissory Note as of the day and year above first written.

BORROWER:

1701 BYRD AVENUE, LLC

By: The Faison School for Autism, LLC
Its: Sole Member

By: The Faison Center, Inc.
Its: Sole Member

By: _____
Its: President and Chief
Officer

Executive

ACKNOWLEDGED AND APPROVED:

BONDHOLDER:

BRANCH BANKING AND TRUST COMPANY

By: _____
Senior Vice President

AUTHORITY:

**INDUSTRIAL DEVELOPMENT AUTHORITY
OF DINWIDDIE COUNTY, VIRGINIA**

By: _____
Chairman

[SIGNATURE PAGE TO ALLONGE]