

**NEW RIVER VALLEY COMMERCE PARK PROJECT
PARTICIPATION AGREEMENT - INITIAL PHASE**

THIS AGREEMENT, dated this the 14th day of October, 1999 by and between VIRGINIA'S FIRST REGIONAL INDUSTRIAL FACILITY AUTHORITY, a body corporate, organized and created pursuant to Chapter 64 of Title 15.2 of the Code of Virginia, 1950, as amended, (the "Authority") and THE COUNTY OF CRAIG, VIRGINIA; THE COUNTY OF GILES, VIRGINIA; THE COUNTY OF MONTGOMERY, VIRGINIA; THE COUNTY OF PULASKI, VIRGINIA; THE COUNTY OF ROANOKE, VIRGINIA; THE COUNTY OF WYTHE, VIRGINIA; THE COUNTY OF BLAND, VIRGINIA; THE CITY OF RADFORD, VIRGINIA; THE CITY OF ROANOKE, VIRGINIA; THE TOWN OF DUBLIN, VIRGINIA; THE TOWN OF PEARISBURG, VIRGINIA; and THE TOWN OF PULASKI, VIRGINIA, political subdivisions of the Commonwealth of Virginia and members of the Authority and participating jurisdictions herein (the "Participants"),

WITNESSETH:

WHEREAS the Authority has been created under the provision of Chapter 64 of Title 15.2 of the Code of Virginia, 1950, as amended, to promote economic development in the region; and,

WHEREAS the Participants and the Authority have identified the development of the New River Valley Commerce Park, Initial Phase, located at the New River Valley Airport in Pulaski County, Virginia (the "Project"), as an important project for the region to promote the purposes for which the Authority has been formed; and,

WHEREAS the Authority and the Participants desire to enter into this Agreement for the purpose of establishing the scope of the Project, the investment therein of the Authority and the Participants and the revenue sharing from the Project.

NOW THEREFORE, in order to carry out the purposes for which the Authority was formed and to create a project which will promote the economic development of the region and the Participants, the parties hereto do hereby agree as follows:

A TRUE COPY

TESTE:

R. GLENWOOD LOWMAN, CLERK

BY: William Stephens DC

I

PROJECT DESCRIPTION

The New River Valley Commerce Park, Initial Phase ("Project") may, subject to funding, include the following items:

- acquisition of 326 acres of land located in Pulaski County, Virginia (the "host locality") near or adjoining the New River Valley Airport;
- acquisition of easements for access, water supply, waste water disposal for the Project;
- continuation of options for approximately 739 acres of land adjoining the Project for a period of five additional years;
- construction of 1 mile of four lane divided access road to the Project site from the existing public road;
- site grading of at least 40 acres of land to demonstrate the construction of an industrial pad up to 150 acres in size and a demonstration of the construction of an additional pad of up to 200 acres;
- detailed engineering plans for the provision of up to 6 million gallons of water supply and waste water disposal per day for the Commerce Park.

Any enlargement of the scope of the Project in excess of these components shall require unanimous consent of all Participants.

II

PROJECT UNDERTAKEN IN THE NAME OF THE AUTHORITY

The development of the Project shall be undertaken in the name of the Authority and, subject to the terms of this Agreement, the Authority, shall own, hold, lease, use, sell, encumber, transfer, and dispose of any real or personal property comprising part or all of the Project, provided, however, that the Authority is hereafter required to take all actions related to the Project as directed by the

Project Participation Committee and may not lease, use, sell, encumber, transfer or dispose of any real or personal property comprising part or all of the Project or take any action or perform any function related to the Project or any portion thereof without the express direction and approval of the Project Participation Committee.

III

ADDITIONAL PHASES

The Project herein described is the Initial Phase for the New River Valley Commerce Park. All parties hereto recognize that development of the New River Valley Commerce Park may involve several phases beyond the Initial Phase. In the event additional Phases to the Commerce Park are undertaken by the Authority, the Participants herein shall have first priority to purchase shares in such additional Phases to the Commerce Park in the same proportion as their ownership in the Initial Phase at such price as the parties shall hereafter agree, but no Participant in this Project shall be obligated to purchase any additional shares in this or any other Phase of the Commerce Park.

IV

PROJECT PARTICIPATION COMMITTEE

The New River Valley Commerce Park Participation Committee (the "Committee"), made up of one representative of each participating jurisdiction, shall have sole responsibility for the decisions required for the construction, management, and overall implementation of the Project. The Committee shall set its own rules of operation, elect its own officers, and require the Authority to take the actions necessary to implement and operate the Project, retain Project consultants and utilize staff as needed for the Project.

The affairs of the Committee shall be conducted by the majority of the shares entitled to vote unless this Agreement requires unanimous consent and each share shall be entitled to one vote.

V

ANNUAL BUDGETS AND DEFICITS

As soon as practicable after the Committee has formed, and by March 1 of each future year, the Committee shall develop and present to the Participants in the Project its operating and capital budgets for the fiscal year beginning the following July 1, showing all contemplated expenditures for operations, capital expenses, debt service and all anticipated revenues from revenue sharing, federal and state grants, and other sources. This annual budget shall be approved by the Committee on or before July 1 of each year. Each Participant and the Authority shall be entitled to review the financial records of the Committee upon request. There shall be an annual audit of the Committee's financial records performed by a licensed Certified Public Accountant and each annual audit statement shall be furnished to each Participant.

The offering share price, to be paid annually by the Participants to the Authority, shall include payment of annual debt service, including financing costs and expenses and administrative costs and expenses for the Committee to operate the Project. No additional costs or expenses of the Project, including administrative expenses shall be charged to any Participant without the express written consent of that Participant.

VI

FINANCING

Financing of the project shall be arranged in the name of the Authority. All loan obligations for the Project shall be the sole responsibility of the Committee and the Participants in the Project which shall reimburse the Authority for all expenses incurred by the Authority for the Project. Without its express consent, a Participant shall not be responsible for any portion of such loan obligations and expenses in excess of its proportional interest in the total outstanding shares of the Project.

VII

LIMITATION OF LIABILITY

The Committee shall ensure the payment of all obligations, costs and expenses for the implementation of this Project such that the Participants are solely responsible for discharging the Authority's obligations in respect to the Project. Non-participating members of the Authority and the Authority itself are not responsible for the financing or debts of the Project or the Project Participation Committee.

VIII

CONTRIBUTIONS AND OWNERSHIP

The ownership interest in the Project shall be determined as follows:

1. Each member locality in the Authority shall be offered 1/15th share in the Project, or 10,000 shares of a 150,000 Share Pool. The value of the shares is dependent upon the financing structure of the Project and shall include an amount for the annual payment of administrative expenses. Localities can decide if they wish to accept any or all of the offered shares;
2. All shares not taken under provision 1 shall be then offered to those localities which have agreed to purchase shares in the Project. Each of those localities may purchase that portion of the remaining shares equal to the proportion of shares that locality initially purchased of the total shares purchased by all localities under provision 1;
3. Any shares in the Project thereafter remaining shall first be offered to the host locality;
4. Any shares thereafter remaining shall then be offered to others, including private or other non-member investors, on such terms and for such consideration as determined by the participating localities.
5. Each participating locality ("Participant") will contribute annually to the costs and expenses of the Project, including repayment of any financing, with interest and expenses,

in proportion to the amount of shares it owns to the total outstanding shares, subject to the limitation that a Participant's annual contribution, per share, shall not exceed, without its consent, the initial share price. Each Participant will receive a distribution of revenue from the Project as provided in Article XII of this Agreement, resources permitting. The initial annual payment shall be made by each Participant within thirty (30) days after execution of this Agreement by all Participants.

Should any Participant fail or neglect to make any such annual contribution to support the Project, including the repayment of financing and all costs and expenses, and such failure continues for more than twenty (20) days after written demand by the Committee, such Participant shall forfeit and lose any and all interest and shares in the Project and such forfeited shares shall be redistributed among the Participants as provided in this Article. Such forfeiture of shares shall not relieve such Participant of any liability related to the Project.

IX

FINANCING PLAN

The financing plan for the implementation of the Project is a combination of grant and loan sources. Financing for the Project will require the Participants to share in the annual debt service and costs on the funds borrowed to complete the Project and administrative costs and expenses.

The total estimated cost of the Project is \$6,908,500, and the revenue sources are as follows:

	AMOUNT
Virginia State Grant	\$1,375,000
EDA/ARC Grant	\$1,000,000
VDOT Access Road Grant	\$ 450,000
Rural Development Loan Guarantee	\$2,041,750
Rural Development Direct Loan	\$2,041,750

The annual payment required for each share is that amount which when multiplied by the total shares outstanding will pay the annual debt service on the loans to support the Project and shall include an annual administrative fee as agreed by the Participants. It is agreed that the annual share price will support the Project, including costs of financing and administrative costs and expenses and that a Participant's annual payment per share shall never exceed, without its consent, the initial share price. Annual payments by the Participants shall continue until all debt repayment is accomplished and may be reduced as loans are paid. After all debt service is retired, the annual contribution of each Participant shall be reduced to that amount which will pay the annual administrative fee as agreed by the Participants.

X

REQUIREMENT FOR DEVELOPMENT OF THE PROJECT

All business(es) or industry(ies) locating in the Project shall execute a performance agreement with the Authority, the Committee and the host locality. Should such business(es) or industry(ies) require improvements in the infrastructure of the host locality which cannot be provided through rate based financing, the performance agreement shall provide for payment for such infrastructure on such basis as all parties to the performance agreement, including the host locality, shall agree. The performance agreement shall contain such other terms and conditions as the parties may agree, and may include a guarantee for payment of sufficient revenue from the business(es) or industry(ies) to generate an acceptable level of Revenue to the host locality and the Participants and may include a guarantee that such payment and the Revenue will not be reduced by any reduction of the tax rate, abolition of the machinery and tools tax or reduction in the tax paid by the business(es) and industry(ies) after siting because of a reduction in the amount of machinery or tools on the site.

The governing body of the locality in which the Project is located (the "host locality") shall have the sole and absolute right to approve or disapprove the business or businesses, industry

or industries which shall be allowed to locate in the Project.

XI

PARTICIPANTS MAY SELL SHARES

Participants in the Project are authorized to sell their shares in the Project subject to the approval of the Committee. Prior to offering such shares for sale to any party, the Participant shall first offer the shares to the remaining Participants in the same order as contained in Section VIII of this Agreement and at the same price as to be offered for sale to others. The conditions of sale must also be accepted by the bondholders or their representatives, and all other secured creditors.

XII

REVENUE SHARING

Revenue is defined as the taxes paid by all the business(es) and industry(ies) located in the Project calculated on the machinery and tools to be located by that business or industry in the Project at the tax rate in existence in the host locality at the time of the execution of this Agreement or any increased tax rate imposed by the host locality hereafter. The tax rate in existence in the host locality of the Project, Pulaski County, Virginia, is, as of the date of the execution of this Agreement One Dollar Fifty Cents (\$1.50) per One Hundred Dollars (\$100.00) of value as assessed at Forty Eight percent (48%) of original capitalized cost (the "tax rate"). Revenue amounts shall be determined and agreed to prior to the siting of any business or industry on the Project. Neither reduction of the tax rate hereafter, abolition of the machinery and tools tax or reduction in the tax paid by the business(es) and industry(ies) after siting because of a reduction in the amount of machinery or tools on the site shall reduce the revenue to be paid to the Authority by the host locality.

The revenue generated from the Project will be paid to the Authority by the host locality in perpetuity and distributed as follows:

1. The remaining revenue shall be distributed first to pay any current installments of debt due on the Project, including financing payments of principal and interest, and all costs and

expenses.

2. Because the locality in which the project is located will incur costs, such as police, fire and public safety expenses, and will suffer loss of income from state and federal sources because of the location of the project, the host locality shall retain 5% of the Revenue as a "host fee.";
3. The Authority will retain an administrative fee of 1% of the revenue received from the host locality;
4. Any remaining revenue shall be and then distributed to the Participants in the Project based upon their percentage of shares owned in the Project

XIII

WITHDRAWAL AS A PARTICIPATING JURISDICTION

Once obligations have been incurred by the Authority in favor of the Project, participants in the Project may withdraw from the Project only as the other participants may unanimously agree. The conditions of withdrawal must also be accepted by all secured debtors and bondholders or their representatives.

XIV

ANNUAL APPROPRIATIONS

The revenue sharing, payments and contributions to the Authority and the Committee herein required by the participants are specifically authorized as to local governments pursuant to § 15.2-6406 and § 15.2-6407 of the Code of Virginia, 1950, as amended. In the event such code provisions are held to be invalid so that the payments and contributions hereunder may be considered to be the debt of a local government pursuant to Article VII, Section 10 of the Virginia Constitution, such payments and contributions shall not be debt of such participating local government but shall be subject to and dependent upon annual appropriations being made from time to time by its governing body and each participating locality agrees that its chief administrative officer shall annually request, and use his or her best efforts to secure the governing body's approval of such annual appropriations.

necessary to make such payments and contributions as required by the provisions of this Agreement

XV

AMENDMENT

This Agreement may be amended from time to time as the parties may agree, provided all amendments shall be in writing and shall require unanimous consent of all Participants and the consent of the Authority and the host locality.

IN WITNESS WHEREOF, the Governing Bodies identified, by authorized action, have caused this Agreement to be executed, and their respective seals to be affixed hereto and attested by their respective clerks or secretaries commencing this 14th day, of October, 1999.

VIRGINIA'S FIRST REGIONAL INDUSTRIAL FACILITY AUTHORITY

Attest:

Approved as to Form:

David W. Rindge
Clerk of the Board

[Signature]
Attorney, VFRIFA

William Greenawald
Chairman of the Board

COUNTY OF GILES, VIRGINIA

Attest:

Approved as to Form:

Roger C. Mullins
Clerk, Board of Supervisors

[Signature]
Attorney, Giles County

Howard C. Mornin
Chairman, Board of Supervisors

COUNTY OF PULASKI, VIRGINIA

Attest:

Approved as to Form:

Joseph N. Morgan
Clerk, Board of Supervisors

[Signature]
Attorney, Pulaski Co.

Joseph L. Shoffey
Chairman, Board of Supervisors

COUNTY OF WYTHE, VIRGINIA

Attest:

Approved as to Form:

R. C. [Signature]
Clerk, Board of Supervisors

[Signature]
Attorney, Wythe County

W. [Signature]
Chairman, Board of Supervisors

CITY OF ROANOKE, VIRGINIA

Attest:

Approved as to Form:

Mary J. Parker
Clerk, City Council

William M. [Signature]
Attorney, City of Roanoke

[Signature]
Mayor, City of Roanoke

TOWN OF PULASKI, VIRGINIA

Attest:

Patricia Lombard
Clerk, Town Council

Approved as to Form:

Donald D. [Signature]
Attorney, Town of Pulaski

John G. Johnston
Mayor, Town of Pulaski

COUNTY OF CRAIG, VIRGINIA

Attest:

Elizabeth Frank
Clerk, Board of Supervisors

Approved as to Form:

[Signature]
Attorney, County of Craig

George M. Jones
Chairman, Board of Supervisors

COUNTY OF MONTGOMERY, VIRGINIA

Attest:

[Signature]
Clerk, Board of Supervisors

Approved as to Form:

Martin M. McMiller
Attorney, County of Montg.

Mary W. Biggs
Chairman, Board of Supervisors

COUNTY OF ROANOKE, VIRGINIA

Attest:

Mary H. Allen
Clerk, Board of Supervisors

Approved as to Form:

Paul M. [Signature]
Atty., County of Roanoke

[Signature]
Chairman, Board of Supervisors

CITY OF RADFORD, VIRGINIA

Attest:

Roy Bond
Clerk, City Council

Approved as to Form:

[Signature]
Attorney, City of Radford

Donald F. [Signature]
Mayor, City of Radford

TOWN OF DUBLIN, VIRGINIA

Attest:

Ann C. [Signature]
Clerk, Town Council

Approved as to Form:

[Signature]
Attorney, Town of Dublin

Walter S. Keister
Mayor, Town of Dublin

TOWN OF PEARISBURG, VIRGINIA

Attest:

Julie R. Hance
Clerk, Town Council

Approved as to Form:

[Signature]
Atty., Town of Pearisburg

John H. [Signature]
Mayor, Town of Pearisburg

COUNTY OF BLAND, VIRGINIA

Attest:

[Signature]
Clerk, Board of Supervisors

Approved as to Form:

[Signature]
Attorney, County of Bland

MR Thompson
Chairman, Board of Supervisors

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**AMENDMENT TO NEW RIVER VALLEY COMMERCE PARK PROJECT
PARTICIPATION AGREEMENT**

THIS AMENDMENT TO PARTICIPATION AGREEMENT (the “**Amendment to Participation Agreement**”) is dated this 8th day of August, 2001, between and among Virginia’s First Regional Industrial Facility Authority and the Original Participants (defined below).

WITNESSETH:

WHEREAS, the undersigned governing bodies are each Member Localities of Virginia’s First Regional Industrial Facility Authority (the “**Authority**”), a body corporate, organized and created pursuant to the Virginia Regional Industrial Facilities Act, Chapter 64 of Title 15.2 of the Code of Virginia (the “**Act**”); and

WHEREAS, pursuant to the authority granted under the Act to enter into agreements for the development of regional economic development projects, the Authority and the County of Craig, Virginia, the County of Giles, Virginia, the County of Montgomery, Virginia, the County of Pulaski, Virginia, the County of Roanoke, Virginia, the County of Wythe, Virginia, the County of Bland, Virginia, the City of Radford, Virginia, the City of Roanoke, Virginia, the Town of Dublin, Virginia, the Town of Pearisburg, Virginia and the Town of Pulaski, Virginia (together, the “**Original Participants**”) each entered into the New River Valley Commerce Park Project Participation Agreement – Initial Phase dated as of October 14, 1999 (the “**Participation Agreement**”) for the development of the Commerce Park Project (defined below); and

WHEREAS, the Authority and the Original Participants wish to allow the County of Wythe, Virginia to withdraw from the Participation Agreement and for all Original

Participants except for Wythe County (**the “Remaining Participants”**) to have the opportunity to purchase the Participation Agreement shares of Wythe County, and for some or all of the Remaining Participants to purchase such shares, as allowed by the terms of the Participation Agreement; and

WHEREAS, the Authority and the Remaining Participants desire to proceed with development of the New River Valley Commerce Park as allowed by law, which may include the acquisition of easements for access, water supply, waste water disposal and other utilities, site grading, construction of access roads and the exercise of other powers provided the Authority under the Act, on approximately 580 or more acres of land in Pulaski County, Virginia near the New River Valley Airport (**together, the “Commerce Park Project”**) and the financing of the Commerce Park Project by the issuance of bonds (as defined in Section 15.2-6409 of the Act) (**the “Bonds”**) by the Authority, such Bonds to be limited obligations paid solely and exclusively from the revenues and receipts of the Commerce Park Project or any part thereof and from revenues that may be received pursuant to the Participation Agreement, as amended hereby.

NOW, THEREFORE, THE AUTHORITY AND THE ORIGINAL PARTICIPANTS AGREE AND CONSENT AS FOLLOWS:

1. That the Participation Agreement is amended in accordance with this Amendment to Participation Agreement, and except as amended herein, the Agreement is confirmed, reiterated and ratified.

2. The County of Wythe, Virginia is authorized to and shall withdraw from participation in the Commerce Park Project and shall no longer be a party to the Participation Agreement; such withdrawal from the Commerce Park Project and the Participation Agreement

shall be conditioned on the consent of the same by SunTrust Bank, the only holder of any Bond of the Authority concerning the Commerce Park Project.

3. The 9000 shares of the County of Wythe, Virginia have been offered to the Remaining Participants and shall be purchased as follows:

<u>Purchaser</u>	<u>Number of Shares</u>	<u>Purchase Price</u>
Bland County	145.53	\$ 400.14
Craig County	125.00	343.75
Giles County	1377.60	3,788.21
Montgomery County	1377.60	3,788.21
Pulaski County	4609.80	12,676.83
Roanoke County	638.30	1,755.00
City of Radford	507.44	1,395.00
Town of Dublin	73.20	201.72
Town of Pearisburg	145.53	400.14

4. The Remaining Participants reiterate and agree that the annual share price contribution of each Remaining Participant called for by Article IX of the Participation Agreement (**the "Annual Contribution"**) shall not constitute a debt or a pledge of the faith and credit of any Remaining Participant within the meaning of any constitutional or statutory debt limitation, but shall be subject to and dependent upon annual appropriations being made from time to time by the respective governing bodies of each Remaining Participant. The chief administrative officer or other officer charged with the responsibility for preparing the proposed annual budget of each Remaining Participant is directed to include in the proposed budget for each fiscal year the amount of the Annual Contribution and any other sums due under the

Participation Agreement for that Remaining Participant. If, by July 15 of each fiscal year the governing body of any of the Remaining Participants has not appropriated such amounts for the then current fiscal year for the purposes intended by the Participation Agreement, the chief administrative officer of such Remaining Participant shall give written notice to the governing body of such Remaining Participant of the consequences of such failure to appropriate, which consequences shall include that Remaining Participant's forfeiture of all shares in Commerce Park Project and forfeiture of the right to vote shares or to consent, approve or disapprove any matter whatsoever relating to development of the Commerce Park Project.

5. The Bonds shall be limited obligations of the Authority paid solely and exclusively from the revenues and receipts of the Commerce Park Project or any part thereof and from revenues that may be received pursuant to the Participation Agreement, as amended hereby. Furthermore, Commerce Park Project property (but only Commerce Park Project property) may be encumbered or pledged as collateral for the Bonds. The Bonds shall not constitute a debt or a pledge of the faith and credit of any Member Locality of the Authority (as such term is defined in Section 15.2-6400 of the Act).

6. If any provision of this Amendment to Participation Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

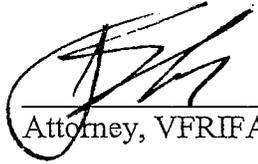
7. This Amendment to Participation Agreement may be executed in any number of counterparts, each of which shall be an original; together they shall constitute but one and the same Amendment to Participation Agreement.

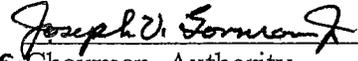
VIRGINIA'S FIRST REGIONAL INDUSTRIAL FACILITY AUTHORITY

Attest:

Approved as to form:


Secretary of the
Authority Board


Attorney, VFRIFA


vice-Chairman, Authority
Board

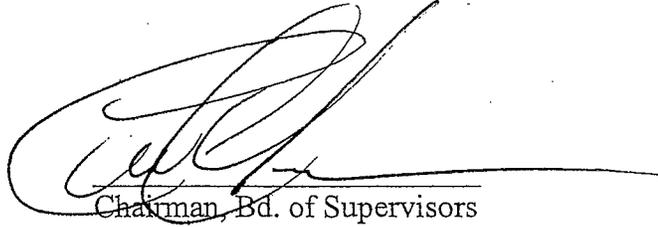
COUNTY OF BLAND, VIRGINIA

Attest:

Approved as to form:


Clerk, Board of Supervisors


County Attorney

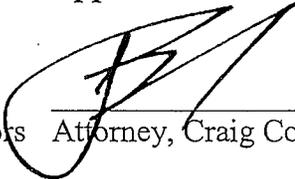

Chairman, Bd. of Supervisors

COUNTY OF CRAIG, VIRGINIA

Attest:

Approved as to form:


Clerk, Board of Supervisors

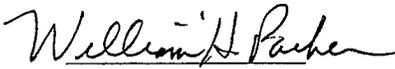

Attorney, Craig County

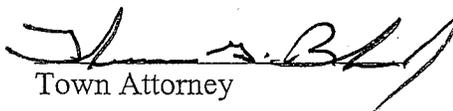

Chairman, Bd. of Supervisors

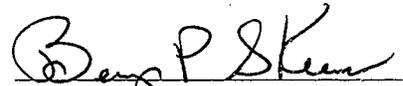
TOWN OF DUBLIN, VIRGINIA

Attest:

Approved as to form:


Clerk, Town Council


Town Attorney


Mayor

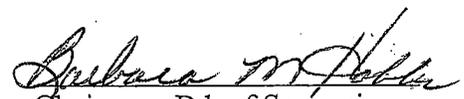
COUNTY OF GILES, VIRGINIA

Attest:

Approved as to form:


Clerk, Board of Supervisors


County Attorney

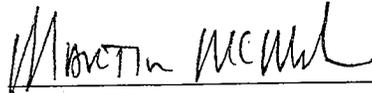

Chairman, Bd. of Supervisors

COUNTY OF MONTGOMERY, VIRGINIA

Attest:

Approved as to form:


Clerk, Board of Supervisors

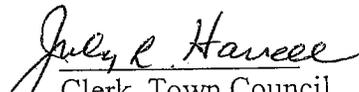

County Attorney

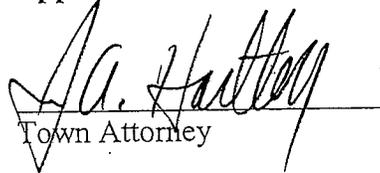

Chairman, Bd. of Supervisors

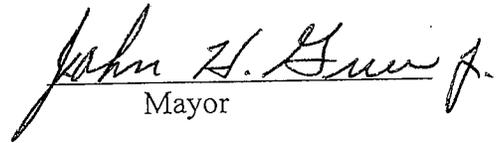
TOWN OF PEARISBURG, VIRGINIA

Attest:

Approved as to form:


Clerk, Town Council

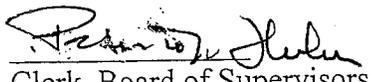

Town Attorney

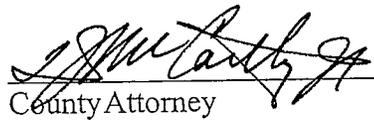

Mayor

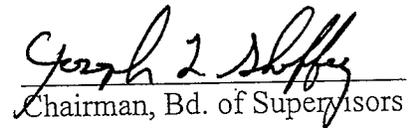
COUNTY OF PULASKI, VIRGINIA

Attest:

Approved as to form:


Clerk, Board of Supervisors

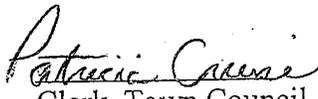

County Attorney

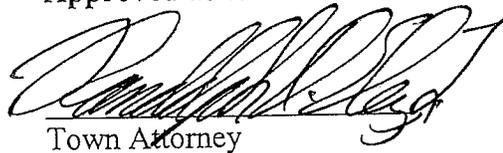

Chairman, Bd. of Supervisors

TOWN OF PULASKI, VIRGINIA

Attest:

Approved as to form:


Clerk, Town Council

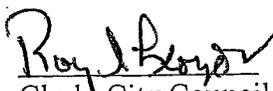

Town Attorney

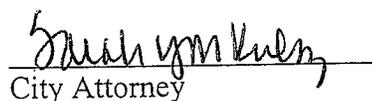

Mayor

CITY OF RADFORD, VIRGINIA

Attest:

Approved as to form:


Clerk, City Council

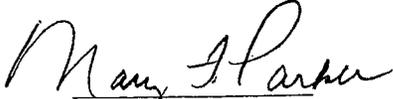

City Attorney

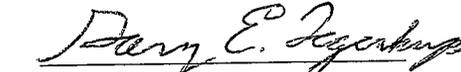

Mayor

CITY OF ROANOKE, VIRGINIA

Attest:

Approved as to form:


Clerk, City Council

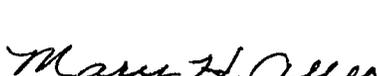

A, City Attorney

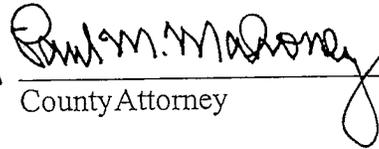

Mayor

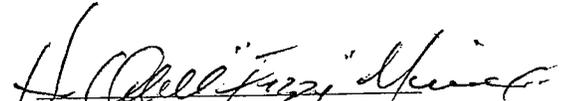
COUNTY OF ROANOKE, VIRGINIA

Attest:

Approved as to form:


Clerk, Board of Supervisors


County Attorney


Chairman, Bd. of Supervisors

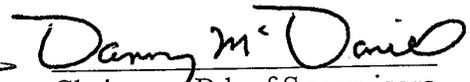
COUNTY OF WYTHE, VIRGINIA

Attest:

Approved as to form:


Clerk, Board of Supervisors


County Attorney


Chairman, Bd. of Supervisors

CONSENT

The undersigned acknowledges receipt of the foregoing Amendment to Participation Agreement and consents to the conditions of withdrawal of the County of Wythe, Virginia withdraw from participation in the Commerce Park Project and from the Participation Agreement.

SUNTRUST BANK

By:  _____
Authorized Officer