

Document Prepared by:

T.W. Bruno, Esq.
McGuireWoods LLP
Gateway Plaza
800 East Canal Street
Richmond, Virginia 23219

Tax Parcel Numbers: [_____]

THIS DEED OF TRUST IS EXEMPT FROM RECORDING TAXES UNDER SECTION 58.1-811 OF THE CODE OF VIRGINIA OF 1950, AS AMENDED.

LEASEHOLD DEED OF TRUST AND SECURITY AGREEMENT

THIS LEASEHOLD DEED OF TRUST AND SECURITY AGREEMENT (as altered, amended, modified or supplemented from time to time, this "Deed of Trust"), is dated as of March 1, 2021, is made by the **ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF MANASSAS PARK, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "Authority" and grantor for indexing purposes), in favor of **BECKY D. BURTON**, who is a resident of the County of Chesterfield, Virginia and whose business address is 1021 East Cary Street, 18th Floor, Richmond, Virginia 23219, and **NANCY C. BLODINGER**, who is a resident of the County of Chesterfield, Virginia and whose business address is 1021 East Cary Street, 18th Floor, Richmond, Virginia 23219, as trustees (the "Deed of Trust Trustees" and each a grantee for indexing purposes).

The Authority will issue its \$[_____] Lease Revenue Bonds (Manassas Park, Virginia Projects), Series 2021A (Tax-Exempt) and \$[_____] Lease Revenue Bonds (Manassas Park, Virginia Projects), Series 2021B (Taxable) (as altered, amended, modified or supplemented from time to time, the "Bonds") to provide funds to finance the costs of the acquisition, construction and equipping of a new City Hall building and related infrastructure costs and the costs of other projects in the capital improvements program of the City of Manassas Park, Virginia (the "City"), as it may be amended from time to time; and (ii) to finance[, if and as needed, capitalized interest on the Bonds, one or more reserve funds for the Bonds and costs of issuance related to the issuance of the Bonds].

The Authority has entered into the Lease dated as of the date hereof, between the Authority and the City under which the Authority will acquire a leasehold interest in the Leased Premises (as defined in the Financing Lease, which is defined below). The Authority will lease the Leased Premises to the City under the Financing Lease dated as of the date hereof (as altered, amended, modified or supplemented from time to time, the "Financing Lease") between the Authority and the City.

Each capitalized term used in this Deed of Trust and not defined herein has the meaning given to it in the Financing Lease.

The Authority is issuing the Bonds under an Indenture of Trust dated as of the date hereof (as altered, amended, modified or supplemented from time to time, the "Indenture"), between the Authority and U.S. Bank National Association, as trustee ("Trustee"). The Authority has agreed to assign to the Trustee for the benefit of the registered owners of the Bonds all of its right, title and interest in and to the Lease, and the Financing Lease. The Bonds are to be secured by the lien and security interest of this Deed of Trust.

The Leased Premises are located (or to be located) on the real estate described in Exhibit A (the "Real Estate").

NOW, THEREFORE, to secure the payment of the Bonds in accordance with the terms and conditions thereof and of the Basic Documents and the performance of the covenants and agreements contained herein and in the Bonds and the other Basic Documents and in all other instruments securing the Bonds (collectively, the "Obligations"), if any, that may now or hereafter become owing from the Authority and the City to the Trustee and any Owners of the Bonds and in consideration of One Dollar (\$1.00) in hand paid, receipt of which is hereby acknowledged, the Authority does hereby grant, convey and assign, with special warranty of title, subject to Permitted Encumbrances as defined in the Financing Lease, unto the Deed of Trust Trustees, their successors and assigns forever, that certain leasehold interest in the Leased Premises created by the Lease which has heretofore been recorded in the Clerk's Office, Circuit Court, Prince William County, Virginia, including all right, title and interest it now has or may hereafter have in the Leased Premises, in trust, to secure the Trustee and Owners of the Bonds the payment of all amounts due under and the performance by the Authority and the City of their Obligations. The Authority also grants to the Trustee, its successors and assigns, to secure the Obligations, a security interest in all of the right, title and interest of the Authority in and to the Property (as hereinafter defined). The leasehold estates created by the Lease together with the Authority's interest in the following described property, rights and interests are collectively referred to herein as the "Property":

(i) All buildings, structures and improvements constituting the Leased Premises now or hereafter constructed or acquired on the Real Estate and all materials intended for construction, reconstruction, alteration, installation, and repair of such buildings, structures, equipment and improvements which shall be deemed to be included in the Property immediately upon delivery thereof to the Real Estate.

(ii) All the easements, rights of way and appurtenances thereunto belonging or in any way appertaining, and the reversion or reversions, remainder and remainders, rents, issue and profits thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of the Authority of, in and to the same and of, in and to every part and parcel thereof.

(iii) All right, title and interest of the Authority, if any, in and to the land lying in the bed of any street, road, avenue or alley, opened or proposed, in front of or adjoining the Real Estate.

(iv) All fixtures, machinery, equipment, furnishings and personal property now owned or hereafter acquired by the Authority or the City with proceeds of the Bonds and used in connection with the Leased Premises, including, but not limited to, heating, refrigerating, air

conditioning, electrical, gas and lighting equipment and systems, boilers, piping and plumbing fixtures, fire prevention and sprinkling equipment and systems, security systems and other property related to the operation and maintenance of the improvements on the Real Estate, together with all modifications and substitutions therefor and proceeds therefrom (whether cash or otherwise).

(v) All awards or payments, including interest thereon, and the right to receive the same, that may be made with respect to the Property as a result of (a) the exercise of the right of eminent domain or deed in lieu thereof, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the Property, to the extent of all amounts which may be secured by this Deed of Trust at the date of receipt of any such award or payment by the Trustee and to the extent of the reasonable counsel fees, costs and disbursements incurred by the Trustee in connection with the collection of such award or payment. The Authority agrees to execute and deliver, from time to time, such further instruments as may be requested by the Trustee to confirm the assignment to the Trustee of any such award or payment.

(vi) All modifications and substitutions for, and all proceeds from, the Property, including, without limitation, all insurance proceeds and condemnation awards payable as a result of the loss or damage to, or the taking by eminent domain of, all or any part of the Property.

(vii) All leases of or relating to the Property and all rents, incomes and profits arising from any lease of the Property, provided that this assignment shall not impose on the Deed of Trust Trustees or the Trustee any obligations of the lessor under such leases.

1. GENERAL COVENANT. The Authority shall cause to be paid all amounts due under the Bonds and shall perform all covenants, conditions and agreements of the Authority contained in the Bonds and the Basic Documents, but the Authority's obligation to cause payment of such amounts shall be limited to the amounts paid to the Authority by or on behalf of the City for such purpose, such payment being subject to annual appropriation by the City's Governing Body. The Authority acknowledges that the Financing Lease contains certain covenants by the City with respect to the Leased Premises which are binding on successors in interest in the Leased Premises and which include matters relating to maintenance, repair, insurance, taxes, damage and destruction with respect to such facilities.

2. LEASE. The Authority represents, warrants, covenants and agrees that:

(a) This Deed of Trust is lawfully executed and delivered in conformity with the Financing Lease.

(b) The Authority will promptly perform and observe all of the terms, covenants and conditions required to be performed and observed by the Authority under the Financing Lease, and the Lease (collectively, the "Leases") within the periods as are provided therein, and will do all things necessary to preserve and to keep unimpaired its rights under the Leases.

(c) The Authority will promptly notify the Trustee in writing of any default by the City in the performance or observance of any of the terms, covenants, or conditions on the part of the City to be performed or observed under the Financing Lease.

(d) The Authority will (i) promptly notify the Trustee in writing of the receipt by the Authority of any notice from the City noting or claiming any default by the Authority, the City in the performance or observance of any of the terms, covenants, or conditions to be performed or observed under the Leases; (ii) promptly notify the Trustee in writing of the receipt by the Authority of any notice from the City to the Authority of termination of any of the Leases; and (iii) promptly cause a copy of each such notice received by the Authority from the City to be delivered to the Trustee.

(e) The Authority will not, without the prior written consent of the Trustee, make any election under, cancel, terminate, modify or surrender or suffer or permit any termination, modification or surrender of any of the Leases, or waive or rescind any prior action therein made.

(f) The Authority will execute and deliver, on request of the Trustee, such instruments as the Trustee may deem useful or required to permit the Trustee to implement the requests or directions of the Owners of the Bonds, the Authority, or the City regarding any default under the Leases (or cure of a default) or permit the Trustee to take such other action as may be desirable to cure or remedy the matter in default and preserve the interest of the Trustee in the Property.

The generality of the provisions of this paragraph relating to the Leases are not limited by other provisions of this Deed of Trust setting forth particular obligations of the Authority which are also required of the Authority under the Leases. The rights granted and remedies available to the Trustee under this Deed of Trust are separate and cumulative of any and all rights granted and available to the Trustee under the Leases.

3. NO MERGER. So long as any of the obligations secured by this Deed of Trust remain unpaid, unless the Trustee otherwise consents in writing, the fee title to and the leasehold estate in the leasehold premises demised under the Financing Lease will not merge, but always will be kept separate and distinct, notwithstanding the union of such estates in the City or the Authority, or in a third party, by purchase or otherwise.

4. REMEDIES ON DEFAULT OR ACCELERATION. Upon the occurrence and continuation of an Event of Default (as defined in any of the Basic Documents), the Trustee may, subject to the terms of the Indenture:

(a) Declare the principal of and accrued interest on the Bonds to be immediately due and payable;

(b) Have access to and inspect, examine and make copies of the Authority's books, records and accounts pertaining to the Property;

(c) Exercise any of the rights of the Trustee under this Deed of Trust or the other Basic Documents; and

(d) Take whatever action at law or in equity which appears necessary or desirable to collect the amounts then due and to become due or to enforce observance or performance of the Obligations.

Whenever an Event of Default has occurred and is continuing, or whenever there is a failure by the City to appropriate moneys to make rental payments under the Financing Lease, and if and as directed by the Trustee, the Deed of Trust Trustees shall execute the trust created by this Deed of Trust and shall sell, lease or otherwise transfer at the option of the Trustee the Authority's interest in the Property (or such portion thereof as the Trustee may select) for cash or upon such terms and conditions as the Deed of Trust Trustees may deem expedient, and at such time and place as the Deed of Trust Trustees may consider advisable, at public auction, after having first advertised the time, place and terms of sale five times (which may be on five consecutive days) in a newspaper published or having general circulation in the City. Out of the proceeds of any such sale (and except to the extent some other allocation of proceeds is required by statute) after paying first all the expenses attending the execution of this trust, including auctioneer's fees, if any, trustee's commission on the proceeds of sale as provided by law and second all taxes, levies, assessments, insurance premiums and other charges due and unpaid at the time of sale, any and all amounts advanced by the Deed of Trust Trustees or the Trustee in accordance with the terms hereof, with interest and penalties thereon and a ratable portion of the taxes, assessments or levies for the calendar year in which the Authority's interest in the Property is sold, then the Deed of Trust Trustees will pay to Trustee the principal amount of the Bonds then unpaid, together with interest due thereon, and all other obligations secured by the Indenture, and finally will pay the balance, if any, to the holders of any junior liens upon the Property and then to the City. At any sale made under the terms hereof the Deed of Trust Trustees may require from each bidder a deposit of not more than ten (10) percent of the original aggregate principal amount of the Bonds. In the event of any foreclosure hereunder, the Trustee has the right to cause to be transferred or canceled any and all insurance policies then outstanding on the Property and the proceeds of such transfer or cancellation will be accounted for and disbursed as though it were a part of the proceeds of sale of the Property. The insurance companies issuing such policies of insurance are hereby authorized to transfer or cancel the same upon the order of the Trustee and to remit the proceeds of any such cancellation to the Trustee. If, before or at the time of the sale, the Deed of Trust Trustees shall deem it proper for any reason to postpone or continue the sale, they may do so, in which event notice of such postponement will be published in at least one subsequent issue of the same newspaper before the day of sale. Further, upon the occurrence of any such default or an event of non-appropriation, the Deed of Trust Trustees, at the request of the Trustee, will have the absolute right to take possession of the Property, and the Authority agrees to surrender the Property to the Deed of Trust Trustees promptly upon demand. The Deed of Trust Trustees will have the right to operate the Property themselves or through agents appointed by them and to receive rents and profits therefrom. All such rents and profits will be applied to reasonable compensation to the Deed of Trust Trustees for their services and to the expenses of operating the Property, with any excess to be applied to payment of interest on and the principal of the Bonds as provided for in the Indenture.

5. RECEIVERSHIP. The Authority agrees that if an Event of Default has occurred and is continuing, the Trustee may apply for the appointment of a receiver of the Property and/or the rents and profits of the Property, without notice except as required by law, and will be entitled to the appointment of the receiver as a matter of right, without consideration of the value

of the Property, and solvency of the Authority, or the effect of the receivership on the operation of the Property or the Authority's business thereon.

6. CONCERNING THE DEED OF TRUST TRUSTEES.

(a) The powers of the Deed of Trust Trustees hereunder may be exercised by either Deed of Trust Trustee named herein or any successor Deed of Trust Trustee, and the Deed of Trust Trustees may act through their agents and attorneys, and in the event of the resignation, death, incapacity, disability, removal or absence from the Commonwealth of Virginia of any Deed of Trust Trustee hereunder, or in the event the Trustee for any reason (which reason need not be specified) may deem it appropriate, the Trustee may, by instrument executed and acknowledged, designate and appoint one or more substitute Deed of Trust Trustees in the place and stead of any such Deed of Trust Trustee, the substituted Deed of Trust Trustee or Deed of Trust Trustees to thereupon be vested with all the powers, rights, authority and duties vested in a Deed of Trust Trustee hereunder. Each such appointment and substitution will be made by written instrument executed by the Trustee containing reference to this Deed of Trust sufficient to identify it, which instrument, when recorded in the office of the Clerk's Office of the County of Prince William or in the counties in which the Property or any portion thereof is situated, will be conclusive proof of proper appointment of the successor trustee. The recital or statement, in any instrument executed by Deed of Trust Trustees in pursuance of any of said trusts, of the due authorization of any agent of the Deed of Trust Trustee executing the same will for all purposes be conclusive proof of such authorization.

(b) The Deed of Trust Trustees will be under no duty (i) to take any action hereunder except as expressly set forth herein and then only following notice of default set forth below, and no implied obligations will be read into this Deed of Trust; or (ii) to perform any act that would involve them in expense or liability or to institute or defend any suit in respect hereof, unless properly indemnified to their satisfaction; or (iii) to account for the use or application of any payments of the Bonds or under any other documents securing the sale. The Deed of Trust Trustees will not be required to take notice, nor will they be deemed to have knowledge, of any default of the Authority, or the City, nor will they be required to ascertain or inquire as to the performance of any covenants or agreement contained herein or in the other Basic Documents or the Bonds, and they may conclusively assume that there has been no such default unless and until they have been specifically notified in writing of such default by the Authority, the City, or the Trustee.

(c) The Authority will pay or cause to be paid to the Deed of Trust Trustees just compensation for any and all services performed and all their expenses, charges, counsel fees and other disbursements incurred on and about the administration and execution of the trusts hereby created, and the performance of their duties and powers hereunder, which compensation, expenses, fees and disbursements will constitute a part of the indebtedness secured hereby. To the extent permitted by law, the Authority agrees to indemnify and save the Deed of Trust Trustees harmless, or cause to be indemnified and held harmless the Deed of Trust Trustees, against any loss, liability or expense that they may incur in the exercise and performance of their powers and duties hereunder or the administration of this trust or as a result of serving as a Deed of Trust Trustee hereunder, and not due to their negligence or bad faith.

7. ASSIGNMENT OF LEASES AND RENTS. Pursuant to an Assignment of Rents and Leases, the Authority has assigned to the Trustee, as additional security for the Obligations, all leases, rents, income and profits presently existing or hereafter arising out of the Property, including the Financing Lease and the Trustee, at its option but subject to the terms and conditions of the Indenture, may collect and apply the same, less expenses of collection, to the payment of the Bonds and/or to the performance of the Authority's obligation hereunder and/or to the continued operation of the Property, in such manner and amounts as the Trustee in its sole discretion may determine. The remedies granted in the Assignment of Rents and Leases are in addition to the other remedies provided in this Deed of Trust or in any other instrument securing the Bonds, and no exercise thereunder shall prevent a simultaneous or subsequent exercise of any other such remedy.

8. SECURITY AGREEMENT. The Authority agrees to execute and deliver, from time to time, such further instruments as may be requested by the Deed of Trust Trustees to confirm the lien of this Deed of Trust on any portion of its leasehold interest in the Leased Premises. This Deed of Trust, in addition to constituting a lien the Property, is a security agreement by which the Authority has granted to the Trustee a security interest in any personal property constituting a portion of the Leased Premises, and will support any financing statement filed showing the interest of the Trustee as a secured party with respect to any portion of the security described in such financing statement. The Trustee, in addition to, and not in lieu of or in diminution of, its rights and remedies herein provided, has all rights and remedies of a secured party under the Virginia Uniform Commercial Code. The Authority shall execute and deliver to the Trustee in reasonable form any and all instruments which shall be required in order to further perfect such security interest.

9. MISCELLANEOUS COVENANTS AND AGREEMENTS.

(a) The Authority hereby assigns to the Deed of Trust Trustees its right to inspect the Property at such reasonable time or times, upon prior written or telephonic notice to the City, either in person or through their duly authorized agents or representatives.

(b) The Authority waives the benefit of any debtor's exemptions that lawfully may be waived as to the indebtedness and obligations secured by this Deed of Trust.

(c) Except as otherwise provided herein, the covenants herein contained bind, and the benefits and advantages herein contained inure to, the respective successors and assigns of the parties hereto and of the Trustee and its successors and assigns. Whenever used herein, the singular number includes the plural and the plural the singular, and the use of any gender includes all other genders.

(d) The rights of the Trustee and the Deed of Trust Trustees arising under the clauses and covenants contained in this Deed of Trust, the Bonds or any of the other Basic Documents are separate, distinct and cumulative, and none of them are in exclusion of the others or of any rights and remedies to which the Trustee or Deed of Trust Trustees are entitled at law or in equity. No act of the Trustee or the Deed of Trust Trustees will be construed as an election to proceed under any one provision herein to the exclusion of any other provision, and no failure to act hereunder or thereunder in the event of a default will be deemed to constitute waiver of

any continuation of that default or of any other default. In the event that one or more provisions of this Deed of Trust, the Bonds or the other Basic Documents shall be held to be invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceability will not affect any other provisions hereof, and this Deed of Trust will be construed as if any such provisions had never been contained herein.

(e) Any notice which any party hereto may desire or be required to give to the other is deemed to be adequate and sufficient notice if given in accordance with the provisions of the Indenture or the Financing Lease.

(f) Upon the payment in full of the Bonds and the discharge of the other Obligations of the Authority and the City under this Deed of Trust, the Trustee and the Deed of Trust Trustees, at the expense of the City, shall cause the lien and security interest created by this Deed of Trust to be released, cancelled and discharged, and the Trustee and the Deed of Trust Trustees shall execute and deliver to the Authority and the City instruments necessary to effect such release, cancellation and discharge, and shall assign and deliver to the Authority any property which the Deed of Trust Trustees then may hold pursuant to this Deed of Trust.

(g) This Deed of Trust may be amended in accordance with the provisions of the Indenture. The Deed of Trust Trustees shall execute such instruments as may be needed to release from the lien of this Deed of Trust such portions of the Leased Project as may be permitted to be released in accordance with the terms of the Indenture and the Financing Lease.

10. INCORPORATION BY REFERENCE. This Deed of Trust will, except as otherwise expressly provided herein, be construed to impose and confer upon the parties hereto and the Trustee, all duties, rights and obligations prescribed in §§55-59 and §§55-59.1 through 55-59.4 of the Code of Virginia of 1950, as amended, and in effect as of the date of acknowledgment hereof, and further to incorporate herein the following provisions by short form references below, of §55-60 of the Code of Virginia of 1950, as amended:

Exemptions waived.

Subject to all (call) upon default.

Renewal, extension or reinstatement permitted.

Any Trustee may act.

11. THE AUTHORITY EXPRESSLY WAIVES AND RELEASES ANY REQUIREMENT OR OBLIGATION THAT THE TRUSTEE OR THE DEED OF TRUST TRUSTEES PRESENT EVIDENCE OR OTHERWISE PROCEED BEFORE ANY COURT, CLERK, OR OTHER JUDICIAL OR QUASI-JUDICIAL BODY BEFORE EXERCISE OF THE POWERS OF SALE CONTAINED IN THIS DEED OF TRUST AND IN §§55-59.1 THROUGH 55-59.4 OF THE CODE OF VIRGINIA OF 1950, AS AMENDED.

12. EXCULPATION. Notwithstanding anything contained in this Deed of Trust to the contrary, all of the obligations of the Authority hereunder are nonrecourse obligations, and the owners of the Bonds, the Deed of Trust Trustees and the Trustee must look solely to the

Property and other assets pledged under the Indenture for the satisfaction of any and all remedies they may have against the Authority upon a default hereunder. Neither the Owners of the Bonds, the Deed of Trust Trustees nor the Trustee may enforce or attempt to enforce any deficiency or other personal money judgment against the Authority with respect to the Obligations.

13. ATTORNEYS' FEES. Except as may be otherwise set forth herein, attorneys' fees shall not necessarily be recoverable by the prevailing party in the event this Deed of Trust is subject to litigation.

[Signature Page Follows]

Exhibit A

Description of Real Estate

[To be provided]