
FINANCING AGREEMENT

between

TOWN OF LEESBURG, VIRGINIA

and

UBT MUNICIPAL FINANCE, INC.

Dated as of June 1, 2019

FINANCING AGREEMENT

THIS FINANCING AGREEMENT (this "Agreement") is dated as of June 1, 2019, and is the **TOWN OF LEESBURG, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "Town") and **UBT MUNICIPAL FINANCE, INC.**, a Delaware corporation (the "Lender").

WHEREAS, the Town desires to finance a portion of its Capital Improvement Program, as it may be amended from time to time (the "Project"); and

WHEREAS, the Town has determined to issue its General Obligation Bond Anticipation Note, Series 2019A, in the maximum principal amount of \$25,500,000 (as more particularly defined below, the "Note"), for the purposes of paying the costs of the Project and paying costs associated with the issuance of the Note (the "Issuance Costs"); and

WHEREAS, the Lender has agreed to fund advances to the Town under the Note upon the terms set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Defined Terms. In addition to the words and terms defined elsewhere in this Agreement, the following terms when used herein shall have the following respective meanings:

"**Advance**" has the meaning set forth in Section 2.1(a).

"**Advance Date**" means the date an Advance is made by the Lender hereunder.

"**Advance Notice**" means an irrevocable notice, given by the Town, under Section 2.1 and in substantially the form of **Exhibit B**.

"**Agreement**" means this Financing Agreement dated as of June 1, 2019, between the Town and the Lender, as the same may be altered, amended, modified, or supplemented from time to time.

"**Lender**" means UBT Municipal Finance, Inc., and its successors and assigns.

"**Business Day**" means any day of the year on which banks are open for business in the Town of Leesburg, Virginia.

"**Closing Date**" means June 13, 2019.

"**Commitment**" means the maximum amount of \$25,500,000, which may be increased or decreased by mutual agreement of the Town and the Lender.

"**Commonwealth**" means the Commonwealth of Virginia.

"**Council**" means the Town Council of the Town of Leesburg, Virginia.

"**Default**" means any event or condition that with notice, lapse of time, or both, would constitute an Event of Default.

"**Dollar**" or "**\$**" means dollars in lawful currency of the United States of America.

"**Event of Default**" means any of the events enumerated in Section 5.1.

"**Governmental Authority**" means any federal, state, local or foreign government or political subdivision or any court, agency, authority, department, commission, board, bureau or instrumentality thereof.

"**Issuance Costs**" means the costs incurred by the Town for the issuance of the Note.

"**Loan Documents**" means and collectively refers to this Agreement, and the Note and, in each case, together with any duly authorized amendments, modifications and supplements thereto, any duly authorized replacements, renewals, extensions and restatements thereof, and any duly authorized substitutes therefor, in whole or in part.

"**Maturity Date**" means June 13, 2024.

"**Note**" means the Town's \$25,500,000 General Obligation Bond Anticipation Note, Series 2019A, dated the Closing Date and issued and sold to the Lender in the form attached hereto as **Exhibit A**, as the same may be altered, amended, modified or supplemented from time to time.

"**Obligations**" means (i) the Advances and all other obligations owing, arising, due or payable from the Town to the Lender, present or future, arising under or in connection with this Agreement or the Note and (ii) all interest, charges, expenses, fees, attorneys' fees and any other sums payable by the Town to the Lender under this Agreement or the Note.

"**PATRIOT Act**" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT Act of 2001), as amended from time to time, and any successor statute, and all rules and regulations from time to time promulgated thereunder.

"**Person**" means an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"**Project**" has the meaning assigned to it in the Recitals.

"Town" means the Town of Leesburg, Virginia, a political subdivision of the Commonwealth, together with its successors and assigns.

ARTICLE II

TERMS OF THE ADVANCES

Section 2.1 Advances.

(a) **Extension of Credit.** The Lender shall make advances of principal under the Note (each, an "Advance" and collectively, the "Advances") to the Town in accordance with the terms of this Agreement. The amount and date of each Advance shall be noted on the schedule attached to the Note or a ledger maintained by the Lender for such purpose, a copy of which shall be provided to the Town on a regular basis. In the absence of manifest error, all entries made in such ledger shall be prima facie evidence of the existence and amounts of the Advances therein recorded; provided, that the failure or delay of the Lender in maintaining or making entries into such ledger or any error therein shall not in any manner affect the obligation of the Town to repay any portion of the Advances in accordance with the terms of this Agreement. The Lender shall not be required to make Advances more frequently than twice per month. The outstanding principal amount of the Note shall be the sum of all Advances, less the aggregate amount of all principal payments made on the Note (by prepayment, upon acceleration or otherwise). The indebtedness evidenced by the Note is not revolving; amounts advanced under the Note and subsequently repaid or prepaid shall not be readvanced by the Lender.

(b) **Advance Notices.** Each Advance shall be made upon notice given by the Town to the Lender. Each such Advance Notice shall be by e-mail or facsimile, confirmed in writing and specifying (A) the requested Business Day for such Advance and (B) the principal amount of such requested Advance and the purpose therefor. The Town shall provide an Advance Notice in substantially form of Exhibit B.

(c) **Making the Advances.** Upon receipt of an Advance Notice from the Town not later than 3:00 p.m. (Eastern time) on the third Business Day preceding the day of the proposed Advance, the Lender, subject to the terms and conditions of this Agreement, shall make an Advance by 2:00 p.m. (Eastern time) on the day of the proposed borrowing for the account of the Town in an amount equal to the amount set forth in the Advance Notice. Each Advance Notice shall be signed by an officer of the Town.

(d) **Wire Instructions for Advance.** Unless the Advance Notice specifies differently, each Advance shall be sent to the Town by wire transfer in accordance with instructions provided by the Town to the Lender, in each case in lawful money of the United States.

(e) **Use of Proceeds.** The proceeds of the Advances shall be used by the Town only (i) to pay costs of the Project or (ii) to pay Issuance Costs.

Section 2.2 Note. The Advances shall be evidenced by the Note in substantially the form of **Exhibit B** attached hereto, payable to the order of the Lender. The Town and the Lender hereby agree that the terms of this Agreement shall be incorporated by reference into the Note as if set forth therein and, in the event of any conflict between the terms of this Agreement and the Note, the terms of this Agreement shall control.

Section 2.3 Repayment of Advances. The Town shall repay, or cause to be repaid, the Advances under the Note as follows:

- (a) In full, on the Maturity Date; and
- (b) In full, upon the occurrence of any Event of Default and acceleration of the Obligations by the Lender under Article V hereof.

Section 2.4 Prepayment of Note. The Town, at any time or from time to time, may prepay the principal amount of the Note in whole or in part upon three days prior written notice to the Lender by payment of an amount equal to the principal amount to be prepaid plus accrued interest thereon to the date of prepayment.

Section 2.5 Interest. Interest on the outstanding principal balance of the Note shall accrue at the rate set forth in the Note. Interest on the outstanding principal balance of the Note shall be due and payable monthly on the first day of each month, in arrears for the previous applicable Interest Period, commencing on August 1, 2019, and continuing on the first day of each month thereafter and (ii) on each date when all or any amount of the unpaid principal balance of the Note shall be due (whether at maturity, by acceleration or otherwise), but only to the extent accrued.

Section 2.6 Pledge. The full faith and credit of the Town are irrevocably pledged to the payment of the principal of, premium, if any, and interest on the Note in accordance with its terms. The Council is authorized to and shall levy and collect annually, at the same time and in the same manner as other taxes of the Town are assessed, levied and collected, a tax upon all taxable property within the Town, over and above all other taxes authorized or limited by law, and without limitation as to rate or amount, sufficient to pay when due the principal of, premium, if any, and interest on the Note to the extent other funds of the Town are not lawfully available and appropriated for such purpose.

Section 2.7 Computation. Interest on the Note and any fees due the Lender hereunder shall be computed on the basis of a 360-day year comprised of 12 months of 30 days each.

Section 2.8 Payment. All payments (including prepayments) by the Town on account of principal, interest and fees on the Note shall be made in immediately available funds to the Lender at its office located at 102 Catoctin Circle, Leesburg, VA 20175 before to 2:00 p.m. (Eastern time) on the date payment is due, or at such other place as is designated in writing by the Lender. Whenever any payment hereunder shall be due on a day which is not a Business Day, the date for payment thereof shall be extended to the next succeeding Business Day, and any interest payable thereof shall be payable for such extended time at the specified rate.

ARTICLE III

CLOSING; CONDITIONS PRECEDENT

Section 3.1 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place on the Closing Date in the offices of McGuireWoods LLP, bond counsel to the Town, in Richmond, Virginia, or at such other time and place as the parties hereto shall mutually agree. The parties agree that the Advances shall be made in the Commonwealth and that the Loan Documents were prepared and negotiated in the Commonwealth. The proceeds of the Advances shall be applied as provided in Section 2.1.

Section 3.2 Conditions Precedent. The obligation of the Lender to close this financing and to make the Advances is subject to: (i) the accuracy and correctness of the representations and warranties of the Town contained herein and in the other Loan Documents and in any certificate delivered under this Agreement or the other Loan Documents; (ii) the performance by the Town of their agreements contained herein and in the other Loan Documents; and (iii) the satisfaction of the following conditions:

(a) The Loan Documents shall have been duly authorized, executed and delivered to the Lender and shall be in full force and effect.

(b) The Lender shall have received a certificate dated as of the Closing Date from the Town Manager of the Town (or such other officer of the Town as is acceptable to the Lender), in form and substance satisfactory to the Lender, to the effect that all representations and warranties of the Town contained in this Agreement are true, correct and complete; that the Town is not in violation of any of the covenants contained in this Agreement and the Note; that, after giving effect to the transactions contemplated by this Agreement, no Default or Event of Default, has occurred and is continuing and that the Town has satisfied each of the closing conditions..

(c) The Lender shall have received a certificate dated as of the Closing Date from officers of the Town certifying (i) that attached thereto is a true, correct and complete copy of the resolution of the Town authorizing the financing contemplated hereunder and the execution, delivery and performance of this Agreement and the other Loan Documents executed contemporaneously with this Agreement to which the Town is a party, and (ii) as to the incumbency and genuineness of the signature of each officer of the Town executing this Agreement or any of the other Loan Documents.

(d) The Lender shall have received an opinion from bond counsel to the Town, dated as of the Closing Date and addressed to the Lender, in form and substance satisfactory to the Lender.

(e) No Event of Default, nor any event or condition that, with notice or lapse of time would constitute an Event of Default, shall have occurred and be continuing.

(f) No action, proceeding, investigation, regulation or legislation shall have been instituted, threatened or proposed before any court or other Governmental Authority to enjoin, restrain or prohibit, or to obtain substantial damages in respect of, or that is related to or arises from, the making of the Advances.

(g) The Lender shall have received such other documents, certificates, opinions, instruments and other evidence as the Lender may reasonably request, all in form and substance satisfactory to the Lender.

Section 3.3 Conditions Precedent to the Making of Advances. (a) As conditions precedent to the approval by the Lender hereunder of each Advance Notice (including the initial Advance Notice on or after the Closing Date):

(i) The Lender shall have received the Note.

(ii) The Lender shall have received (or waived the receipt of, in the sole discretion of the Lender) the written Advance Notice required under Section 2.1(b) of this Agreement, in a manner satisfactory to the Lender.

(iii) No Event of Default shall have occurred and be continuing or shall result from the funding of the Advance in question.

(b) Unless the Town has otherwise previously advised the Lender in writing, delivery to the Lender of an Advance Notice shall be deemed to constitute a representation and warranty by the Town that on the date of such Advance each such condition is satisfied.

(c) Approval by the Lender of any one or more Advance Notices when one or more conditions contained in this Section 3.3 have not been fulfilled, shall not be deemed a waiver of such condition or conditions as to the Lender's approval of subsequent Advance Notices.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of the Town. The Town makes the following representations and warranties as the basis for its undertakings under this Agreement:

(a) The Town (i) is a duly organized and validly existing political subdivision of the Commonwealth vested with the rights and powers conferred upon under the Public Finance Act of 1991, as amended and (ii) has full power and authority to borrow funds and issue the Note as provided in this Agreement and has taken or will take all action required by applicable law in connection therewith.

(b) The execution, delivery and performance of this Agreement and the Note and the consummation of the transactions contemplated hereby and thereby (i) are within the power and authority of the Town, (ii) have been duly authorized by all necessary action on the part of the Town, and (iii) to the Town's knowledge, do not and will not conflict with or result in a breach or violation of (A) the Act, (B) the ordinance creating the Town, (C) any federal or Commonwealth constitutional or statutory provision, (D) any agreement or other instrument to which the Town is a party or by which it is bound, or (E) any order, rule, regulation, decree or ordinance of any court, government or Governmental Authority having jurisdiction over the Town or its property.

(c) This Agreement and the Note have been duly executed and delivered by an officer of the Town who has been duly authorized to perform such acts.

(d) This Agreement and the Note constitute the legal, valid and binding obligations of the Town enforceable against the Town in accordance with their terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws, statutes or rules of general application affecting the enforcement of creditor's rights or general principles of equity.

(e) The execution, delivery and performance of this Agreement and the Note and the transactions contemplated hereby and thereby do not require any authorization, exemption, consent or approval of, notice to, or declaration or filing with, any Governmental Authority other than those obtained on or before the Closing Date.

(f) There is no judgment, injunction or similar order or decree which, and no action, suit, claim, investigation or proceeding pending or to the Town's knowledge, threatened against or affecting the Town, before any court, commission, panel, board, bureau, arbitrator or any Governmental Authority which (in any one case or in the aggregate, if determined adversely to the interests of the Town), (i) is reasonably likely to have a material adverse effect upon the ability of the Town to perform its obligations under this Agreement in any material respect, or (ii) affects the validity or enforceability of this Agreement, the Note or any of the Loan Documents to which the Town is a party.

(g) All information heretofore furnished by the Town to the Lender for purposes of or in connection with this Agreement or any transaction contemplated hereby is, and all such information hereafter furnished by the Town to the Lender will be, true, accurate and complete in every material respect or based on reasonable estimates on the date as of which such information is stated or certified.

(h) No Default or Event of Default under this Agreement has occurred and is continuing.

Section 4.2 Town Officials. No covenant, obligation or agreement contained in this Agreement or the Note shall be considered to be a covenant, obligation or agreement of any elected or appointed official, officer, or employee of the Town in his or her individual capacity, and the members of the Town nor any official executing any of the Loan Documents nor any other Town official shall be liable personally or be subject to any personal liability or accountability by reason of anything stated in or omitted from any of the Loan Documents. No Person, including the Lender, shall have any claims against the Town's respective elected or appointed officials, officers, or employees for damages suffered as a result of the Town's failure to perform any covenant, undertaking or obligation under the Loan Documents, nor as a result of the incorrectness of any representation in or omission from any of the Loan Documents unless such elected or appointed officials, officers, or employees have willfully acted in a fraudulent manner.

ARTICLE V

EVENTS OF DEFAULT; REMEDIES

Section 5.1 Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

(a) The Town shall fail to pay or cause to be paid within ten days of the date when due any amount payable under this Agreement or under the Note;

(b) The Town shall fail to observe or perform any covenant, restriction or agreement contained in this Agreement and not described in Section 5.1(a) above for 30 days after receipt by the Town of written notice specifying the failure and requesting that it be remedied from the Lender, unless the Lender and the Town agree in writing to an extension of such time;

(c) Any representation, warranty, certification or statement made or deemed made by the Town in Article IV of this Agreement, in any Loan Document, or in any certificate or other document delivered under this Agreement or any Loan Document shall prove to have been incorrect in any material respect when made or deemed made;

(d) The Town files a petition for relief under any bankruptcy or insolvency law or seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fails to file an answer or other pleading denying the material allegations of any such proceeding filed against it;

(e) Failure of the Town, as applicable, within 60 days after the commencement of any proceeding against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, to have such proceeding dismissed, or to have all orders or proceedings thereunder affecting the operations or the business of the Town, as applicable, stayed, or failure of the Town, as applicable, within 60 days after the appointment, without the consent or acquiescence of the Town, as applicable, of any custodian, receiver trustee, examiner, liquidator or similar official for it or for any material portion of its assets, to have such appointment vacated.

The Lender will not unreasonably withhold its consent to an extension of the time for taking corrective action under Section 5.1(b) if corrective action is instituted by the within the 30-day period and is diligently pursued until the failure is remedied, not to exceed 90 days.

Section 5.2 Remedies.

(a) Upon the occurrence and during the continuance of any Event of Default, the Lender may, in its sole discretion, by notice to the Town (i) declare all or any part of the Obligations immediately due and payable; and (ii) pursue all other remedies available to it by contract, at law or in equity to enforce performance or otherwise of any obligation or agreement of the Town under this Agreement.

(b) The Lender will give notice to the Town of the exercise of any of its rights or remedies under this Section in the manner provided in Section 6.2.

(c) Any balance of the money collected under action taken under this Section remaining after payment of all costs and expenses of collection and amounts due will be paid to the Lender for application to the payment of the Obligations, or, if the Obligations have been paid in full, to or at the direction of the Town.

Section 5.3 Reinstatement. Notwithstanding the exercise of any remedy granted by Section 5.2, if all arrearages of the principal of and interest on the Note which have become due and payable otherwise than by acceleration under Section 5.2(a)(i) above, and all other sums payable under this Agreement, except the principal of such Notes which by acceleration under Section 5.2(a)(i) above has become due and payable, have been paid, all other things have been performed in respect of which a default or Event of Default hereunder exists and there has been paid the reasonable fees and expenses, including administrative expenses, of the Lender (including reasonable attorneys' fees paid or incurred), then the Event of Default under this Agreement will be waived without further action by any party hereto.

Section 5.4 Rights and Remedies Cumulative; Non-Waiver. No remedy conferred upon or reserved to the Lender in this Agreement is intended to be exclusive of any other available remedy, but each remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. No delay or omission in exercising any right or power accruing upon any Event of Default will impair or will be construed to be a waiver of any right or power, but any right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lender to exercise any remedy reserved to it in this Article, it will not be necessary to give any notice, other than such notice as may be expressly required under this Agreement. No delay or failure to take action on the part of the Lender in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude other or further exercise thereof or the exercise of any other right, power or privilege nor be construed to be a waiver of any Event of Default. No course of dealing between the Town and the Lender or their agents or employees shall be effective to change, modify or discharge any provision of this Agreement or any of the other Loan Documents or to constitute a waiver of any Event of Default.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Costs and Expenses. The Town shall pay all reasonable out-of-pocket expenses of the Lender, including reasonable fees and disbursements of counsel, in connection with: (i) the authorization, preparation, execution, delivery, and filing, if required of this Agreement and the other Loan Documents, (ii) any amendments, supplements, consents or waivers hereto or to the other Loan Documents, and (iii) the administration or enforcement of this Agreement and the other Loan.

Section 6.2 Notices. Unless notices are specifically permitted to be provided electronically, all notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing and shall be deemed to have been duly given or made when delivered by hand (or when refused delivery), three days after being deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by certified mail, return receipt requested postage prepaid, or one Business Day after being deposited with a nationally recognized overnight courier, addressed at their addresses set forth below or to such other address as may be hereafter designated by the respective parties hereto:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The Town or the Lender may, by notice given hereunder, designate any further or different addresses to which subsequent demands, notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed.

Section 6.3 Continuing Obligations. All agreements, representations and warranties contained herein or made in writing by or on behalf of the Town in connection with the transactions contemplated hereby shall survive the execution and delivery of this Agreement and the other Loan Documents. The Town further agrees that to the extent the Town makes a payment to the Lender, which payment or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any bankruptcy, insolvency or other similar state or federal statute, or principle of equity, then, to the extent of such repayment by the Lender, the Obligation or part thereof intended to be satisfied by such payment shall be revived and continued in full force and effect as if such payment had not been received by the Lender.

Section 6.4 Controlling Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth.

Section 6.5 Successors and Assigns. This Agreement shall be binding upon and will inure to the benefit of the successors and assigns of the parties hereto.

Section 6.6 Assignment and Sale. No party hereto may sell, assign or transfer this Agreement or any of the other Loan Documents or any portion hereof or thereof, including without limitation such party's rights, title, interests, remedies, powers, and duties hereunder or thereunder; provided, however, that the Lender shall have the right to sell, transfer, assign or pledge the Note to any financial institution or to sell participation interests in the Note to any financial institution, further provided, however, that no such sale, transfer, assignment or pledge, and no sale of any such participation interest, shall relieve the Lender of any of its agreements hereunder, including its agreement to make the Advances, and provided further that the Lender shall not sell, transfer, assign, pledge or participate its interest in this Agreement to any other entity except another financial institution. Without limiting the foregoing, the Lender shall have the right to pledge the Note to a Federal Reserve Lender to secure obligations of the Lender to such Federal Reserve Lender.

Section 6.7 Entire Agreement. **THIS AGREEMENT AND THE NOTE AND INSTRUMENTS EXECUTED AND DELIVERED CONTEMPORANEOUSLY HERewith EMBODY THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES HERETO AND SUPERSEDE ALL PRIOR AGREEMENTS AND UNDERSTANDINGS OF SUCH PERSONS, VERBAL OR WRITTEN, RELATING TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT AND THE NOTE AND INSTRUMENTS EXECUTED IN CONNECTION HERewith REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

Section 6.8 Amendment. Any provision of this Agreement may be amended if such amendment is in writing and is signed by the Town and the Lender.

Section 6.9 PATRIOT Act; Confidentiality. The Lender hereby notifies the Town that pursuant to the requirements of the PATRIOT Act, it is required to obtain, verify and record information that identifies the Town, which information includes the name and address of the Town and other information that will allow the Lender to identify the Town in accordance with the PATRIOT Act. The Lender agrees to keep confidential, in accordance with its customary procedures for handling confidential information of a similar nature and in accordance with safe and sound banking practices, all nonpublic information provided to it by or on behalf of the Town in connection with this Agreement or any other Loan Document; *provided, however*, that the Lender may disclose such information (i) to its directors, employees and agents and to its auditors, counsel and other professional advisors, (ii) at the demand or request of any bank regulatory authority, court or other Governmental Authority having or asserting jurisdiction over the Lender, as may be required pursuant to subpoena or other legal process, or otherwise in order to comply with any applicable law, (iii) in connection with any proceeding to enforce its rights hereunder or under any other Loan Document or any other litigation or proceeding related hereto or to which it is a party, and (iv) to the extent the same has become publicly available other than as a result of a breach of this Agreement.

Section 6.10 Severability. In the event that any provision of this Agreement shall be determined to be invalid or unenforceable by any court of competent jurisdiction, such determination shall not invalidate or render unenforceable any other provision hereof; provided, however, that if the Town's obligation to make payments hereunder is held invalid this Agreement will terminate and the Town may take whatever steps it deems necessary to minimize its actual or perceived liability in connection this Agreement and the Note.

Section 6.11 Counterparts; Execution. This Agreement 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. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement and such copies may be used in lieu of the original Agreement for all purposes. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

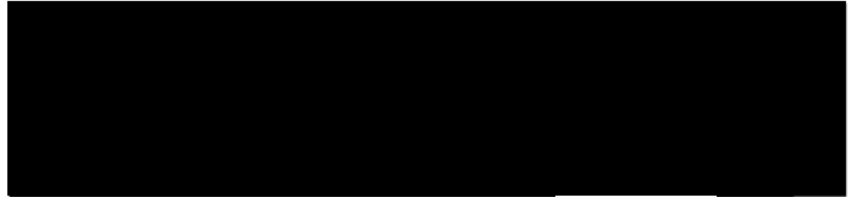
Section 6.12 Captions. The captions to the various sections and subsections of this Agreement have been inserted for convenience only and shall not limit or affect any of the terms hereof.

Section 6.13 No Fiduciary Obligations. The Town acknowledges and agrees, that in connection with this Agreement and any of the Loan Documents that: (a) the Lender is not a financial advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act) or an "advisor") of, and owes no fiduciary duty to, the Town or any other person, (b) the Lender's duties and obligations to the Town shall be limited to those contractual duties and obligations expressly set forth in this Agreement, (c) the Town has consulted with independent legal, financial and any other advisors to the extent it deemed appropriate in connection with any questions or other issues it might have relating to this Agreement, and (d) the transactions contemplated by this Agreement are arm's length, commercial transactions between the Town and the Lender.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized officers as of the date first above written.

TOWN OF LEESBURG, VIRGINIA

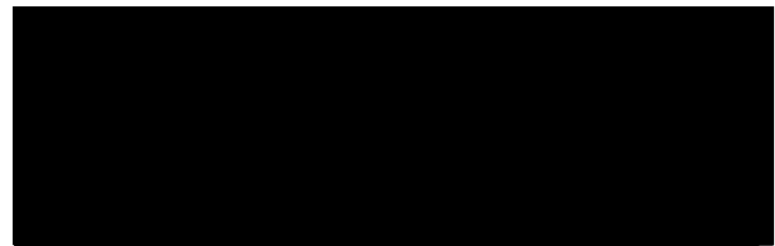
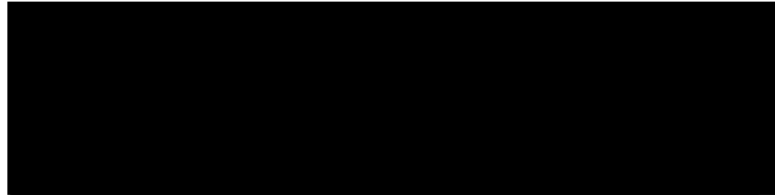


UBT MUNICIPAL FINANCE, INC.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized officers as of the date first above written.

TOWN OF LEESBURG, VIRGINIA



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EXHIBIT A

FORM OF THE NOTE

Loan Number: 7401879735

June 13, 2019

\$25,500,000

UNITED STATES OF AMERICA
COMMONWEALTH OF VIRGINIA

TOWN OF LEESBURG, VIRGINIA
GENERAL OBLIGATION BOND ANTICIPATION NOTE,
SERIES 2019A

The TOWN OF LEESBURG, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the "Town") for value received, promises to pay to UBT Municipal Finance, Inc., or its registered assigns or legal representative (the "Lender"), the principal amount of **TWENTY FIVE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS** (\$25,500,000), or such lesser amount as shall have been advanced from time to time hereunder, together with interest thereon from the date hereof until maturity. Principal of this Note shall be payable at maturity on June 13, 2024 (the "Maturity Date"), subject to prepayment as set forth herein.

The principal sum payable under this Note shall be equal to the sum of the amounts advanced by the Lender as requested by the Town, as shown on the table appearing at the end of this Note or on a separate ledger maintained by the Lender.

Interest on the outstanding principal balance of this Note shall accrue at a rate of 2.561% per annum.

Interest on the outstanding principal balance of this Note shall be due and payable (i) monthly on the first day of each month, in arrears, commencing on August 1, 2019 and continuing on the first day of each month thereafter and (ii) on each date when all or any amount of the unpaid principal balance of this Note shall be due (whether at maturity, by acceleration or otherwise), but only to the extent accrued.

Interest will be calculated on the basis of a 360 day year comprised of 12 months of 30 days each. Principal of and interest on this Note are payable in lawful money of the United States of America.

All payments of principal of or interest on or prepayment of this Note shall be made in immediately available funds to the Lender at its office located at 102 Catoctin Circle, Leesburg, VA 20175, before 2:00 p.m. (Eastern time) on the date payment is due, or at such other place as is designated in writing by the Lender. Whenever any payment hereunder shall be due on a day

which is not a Business Day (as defined in the below-defined Financing Agreement), the date for payment thereof shall be extended to the next succeeding Business Day.

The Town, at any time or from time to time, may prepay the principal amount of the Note in whole or in part upon three days prior written notice to the Lender by payment of an amount equal to the principal amount to be prepaid plus accrued interest thereon to the date of prepayment.

This Note is issued under the authority of and in full compliance with the Constitution and statutes of the Commonwealth of Virginia, and, more particularly, issued pursuant to the Public Finance Act of 1991, Chapter 26, Title 15.2 of the Code of Virginia of 1950, as amended, and a Resolution adopted by the Town Council (the "Council") on May 28, 2019 (the "Resolution").

This Note is issued under a Financing Agreement dated as of June 1, 2019 (as altered, amended, modified or supplemented from time to time, the "Financing Agreement"), between the Town and UBT Municipal Finance, Inc. Capitalized terms used and not defined herein shall have the meanings given such terms in the Financing Agreement.

The full faith and credit of the Town are irrevocably pledged to the payment of the principal of, premium, if any, and interest on this Note in accordance with its terms. The Council is authorized to and shall levy and collect annually, at the same time and in the same manner as other taxes of the Town are assessed, levied and collected, a tax upon all taxable property within the Town, over and above all other taxes authorized or limited by law, and without limitation as to rate or amount, sufficient to pay when due the principal of, premium, if any, and interest on the Note to the extent other funds of the Town are not lawfully available and appropriated for such purpose.

This Note may be transferred only by an assignment duly executed by the registered owner hereof or such owner's attorney or legal representative in a form satisfactory to the Town's Director of Finance and Administrative Services, as Note Registrar. Such transfer shall be made in the registration books kept by the Note Registrar upon presentation and surrender hereof and the Town shall execute, and the Note Registrar shall authenticate, if necessary, and deliver in exchange, a new Note having an equal aggregate principal amount, of the same form and maturity, bearing interest at the same rate, and registered in such name as requested by the then registered owner hereof or such owner's attorney or legal representative. Any such exchange shall be at the expense of the Town, except that the Note Registrar may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid regarding the exchange.

The Town's Director of Finance and Administrative Services may designate a successor Note Registrar, provided that written notice specifying the name and location of the principal office of any such successor shall be given to the registered owner of this Note. Upon registration of transfer of this Note, the Note Registrar shall furnish written notice to the transferee of the name and location of the principal office of the Note Registrar. The Note Registrar shall treat the registered owner as the person exclusively entitled to payment of principal and interest and the exercise of all other rights and powers of the owner.

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to and in the issuance of this Note have happened, exist and have been performed, and the issue of this Note, together with all other indebtedness of the Town, is within every debt and other limit prescribed by the Constitution and statutes of the Commonwealth.

[Signature Page Follows]

IN WITNESS WHEREOF, the Town of Leesburg, Virginia has caused this Note to be executed as of the date and year above first written.

TOWN OF LEESBURG, VIRGINIA



[SEAL]

ATTEST:



CERTIFICATE OF AUTHENTICATION

The undersigned Note Registrar hereby certifies that this Note of the Town of Leesburg, Virginia, is described in the within-mentioned Resolution.

Authentication Date: June 13, 2019

■ [REDACTED]

Certificate of Outstanding Principal Amount

The principal sum payable under this Note, not to exceed a maximum of \$25,500,000 shall be an amount equal to the aggregate of all principal advances noted hereunder, less any amounts which have been prepaid. The aggregate amount of all principal advances under this Note and all prepayments shall be certified by an authorized representative of the registered owner of this Note.

<u>Amounts Advanced</u>	<u>Amounts Prepaid</u>	<u>Net Amount of Principal Outstanding</u>	<u>Date of Advance or Prepayment</u>	<u>Authorized Signature</u>
\$				

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE OF ASSIGNEE)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE: _____

the within Note and does hereby irrevocably constitute and appoint

_____, attorney, to transfer said Note on the books kept for registration of said Note, with full power of substitution in the premises.

Dated _____

Signature Guaranteed:

(NOTICE: Signature(s) must be guaranteed by an Eligible Guarantor Institution such as a Commercial Lender, Trust Company, Securities Broker/Dealer, Credit Union or Savings Association which is a member of a medallion program approved by The Securities

Registered Owner
(NOTICE: The signature above must correspond with the name of the Registered Owner as it appears on the books kept for registration of this Note in every particular, without alteration or change.)

EXHIBIT B

FORM OF ADVANCE NOTICE

Town of Leesburg, Virginia

General Obligation Bond Anticipation Note, Series 2019A

TO: UBT Municipal Finance, Inc.

DATE: _____ . 20 ____

ADVANCE NUMBER: _____

In accordance with the terms of the Financing Agreement dated as of June 1, 2019 (the "Agreement"), between the Town of Leesburg, Virginia (the "Town"), and UBT Municipal Finance, Inc., the undersigned requests that you make an Advance under the Note (as defined in the Agreement) in the principal amount of \$_____ under Section 2.1 of the Agreement.

1. It is hereby certified in accordance with the Agreement that the following is/are due payment in the amount(s) indicated for:

Payee	Amount Due
-------	------------

Total Amount of Requisition

Note: Multiple payees may be submitted on one requisition provided all information is attached in spreadsheet format.

2. The amount stated above has been incurred, is due, is a proper use of Note proceeds and has not been funded pursuant to a prior advance request.

3. The payment of such request will not violate the prohibitions or requirements relating to the use of proceeds set forth in the Agreement.

4. All representations and warranties of the Town contained in the Agreement are true and current as of the date hereof, except to the extent that they relate solely to an earlier date.

5. No Event of Default (as defined in the Agreement) or event which after notice or lapse of time or both would constitute an Event of Default has occurred and not been waived or cured.

You are authorized and directed to pay the above sum (sums) to the party (parties) named in Paragraph 1 from an Advance on the Note.



FINANCING AGREEMENT

between

TOWN OF LEESBURG, VIRGINIA

and

UBT MUNICIPAL FINANCE, INC.

Dated as of June 1, 2019

FINANCING AGREEMENT

THIS FINANCING AGREEMENT (this "Agreement") is dated as of June 1, 2019, and is the **TOWN OF LEESBURG, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "Town") and **UBT MUNICIPAL FINANCE, INC.**, a Delaware corporation (the "Lender").

WHEREAS, the Town desires to finance a portion of its Capital Improvement Program, as it may be amended from time to time (the "Project"); and

WHEREAS, the Town has determined to issue its General Obligation Bond Anticipation Note, Series 2019B, in the maximum principal amount of \$32,500,000 (as more particularly defined below, the "Note"), for the purposes of paying the costs of the Project and paying costs associated with the issuance of the Note (the "Issuance Costs"); and

WHEREAS, the Lender has agreed to fund advances to the Town under the Note upon the terms set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Defined Terms. In addition to the words and terms defined elsewhere in this Agreement, the following terms when used herein shall have the following respective meanings:

"**Advance**" has the meaning set forth in Section 2.1(a).

"**Advance Date**" means the date an Advance is made by the Lender hereunder.

"**Advance Notice**" means an irrevocable notice, given by the Town, under Section 2.1 and in substantially the form of **Exhibit B**.

"**Agreement**" means this Financing Agreement dated as of June 1, 2019, between the Town and the Lender, as the same may be altered, amended, modified, or supplemented from time to time.

"**Lender**" means UBT Municipal Finance, Inc., and its successors and assigns.

"**Business Day**" means any day of the year on which banks are open for business in the Town of Leesburg, Virginia.

"**Closing Date**" means June 13, 2019.

"**Commitment**" means the maximum amount of \$32,500,000, which may be increased or decreased by mutual agreement of the Town and the Lender.

"**Commonwealth**" means the Commonwealth of Virginia.

"**Council**" means the Town Council of the Town of Leesburg, Virginia.

"**Default**" means any event or condition that with notice, lapse of time, or both, would constitute an Event of Default.

"**Dollar**" or "**\$**" means dollars in lawful currency of the United States of America.

"**Event of Default**" means any of the events enumerated in Section 5.1.

"**Governmental Authority**" means any federal, state, local or foreign government or political subdivision or any court, agency, authority, department, commission, board, bureau or instrumentality thereof.

"**Issuance Costs**" means the costs incurred by the Town for the issuance of the Note.

"**Loan Documents**" means and collectively refers to this Agreement, and the Note and, in each case, together with any duly authorized amendments, modifications and supplements thereto, any duly authorized replacements, renewals, extensions and restatements thereof, and any duly authorized substitutes therefor, in whole or in part.

"**Maturity Date**" means June 13, 2024.

"**Note**" means the Town's \$32,500,000 General Obligation Bond Anticipation Note, Series 2019B, dated the Closing Date and issued and sold to the Lender in the form attached hereto as **Exhibit A**, as the same may be altered, amended, modified or supplemented from time to time.

"**Obligations**" means (i) the Advances and all other obligations owing, arising, due or payable from the Town to the Lender, present or future, arising under or in connection with this Agreement or the Note and (ii) all interest, charges, expenses, fees, attorneys' fees and any other sums payable by the Town to the Lender under this Agreement or the Note.

"**PATRIOT Act**" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT Act of 2001), as amended from time to time, and any successor statute, and all rules and regulations from time to time promulgated thereunder.

"**Person**" means an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"**Project**" has the meaning assigned to it in the Recitals.

"Town" means the Town of Leesburg, Virginia, a political subdivision of the Commonwealth, together with its successors and assigns.

ARTICLE II

TERMS OF THE ADVANCES

Section 2.1 Advances.

(a) **Extension of Credit.** The Lender shall make advances of principal under the Note (each, an "Advance" and collectively, the "Advances") to the Town in accordance with the terms of this Agreement. The amount and date of each Advance shall be noted on the schedule attached to the Note or a ledger maintained by the Lender for such purpose, a copy of which shall be provided to the Town on a regular basis. In the absence of manifest error, all entries made in such ledger shall be prima facie evidence of the existence and amounts of the Advances therein recorded; provided, that the failure or delay of the Lender in maintaining or making entries into such ledger or any error therein shall not in any manner affect the obligation of the Town to repay any portion of the Advances in accordance with the terms of this Agreement. The Lender shall not be required to make Advances more frequently than twice per month. The outstanding principal amount of the Note shall be the sum of all Advances, less the aggregate amount of all principal payments made on the Note (by prepayment, upon acceleration or otherwise). The indebtedness evidenced by the Note is not revolving; amounts advanced under the Note and subsequently repaid or prepaid shall not be readvanced by the Lender.

(b) **Advance Notices.** Each Advance shall be made upon notice given by the Town to the Lender. Each such Advance Notice shall be by e-mail or facsimile, confirmed in writing and specifying (A) the requested Business Day for such Advance and (B) the principal amount of such requested Advance and the purpose therefor. The Town shall provide an Advance Notice in substantially form of Exhibit B.

(c) **Making the Advances.** Upon receipt of an Advance Notice from the Town not later than 3:00 p.m. (Eastern time) on the third Business Day preceding the day of the proposed Advance, the Lender, subject to the terms and conditions of this Agreement, shall make an Advance by 2:00 p.m. (Eastern time) on the day of the proposed borrowing for the account of the Town in an amount equal to the amount set forth in the Advance Notice. Each Advance Notice shall be signed by an officer of the Town.

(d) **Wire Instructions for Advance.** Unless the Advance Notice specifies differently, each Advance shall be sent to the Town by wire transfer in accordance with instructions provided by the Town to the Lender, in each case in lawful money of the United States.

(e) **Use of Proceeds.** The proceeds of the Advances shall be used by the Town only (i) to pay costs of the Project or (ii) to pay Issuance Costs.

Section 2.2 Note. The Advances shall be evidenced by the Note in substantially the form of **Exhibit B** attached hereto, payable to the order of the Lender. The Town and the Lender hereby agree that the terms of this Agreement shall be incorporated by reference into the Note as if set forth therein and, in the event of any conflict between the terms of this Agreement and the Note, the terms of this Agreement shall control.

Section 2.3 Repayment of Advances. The Town shall repay, or cause to be repaid, the Advances under the Note as follows:

- (a) In full, on the Maturity Date; and
- (b) In full, upon the occurrence of any Event of Default and acceleration of the Obligations by the Lender under Article V hereof.

Section 2.4 Prepayment of Note. The Town, at any time or from time to time, may prepay the principal amount of the Note in whole or in part upon three days prior written notice to the Lender by payment of an amount equal to the principal amount to be prepaid plus accrued interest thereon to the date of prepayment.

Section 2.5 Interest. Interest on the outstanding principal balance of the Note shall accrue at the rate set forth in the Note. Interest on the outstanding principal balance of the Note shall be due and payable monthly on the first day of each month, in arrears for the previous applicable Interest Period, commencing on August 1, 2019, and continuing on the first day of each month thereafter and (ii) on each date when all or any amount of the unpaid principal balance of the Note shall be due (whether at maturity, by acceleration or otherwise), but only to the extent accrued.

Section 2.6 Pledge. The full faith and credit of the Town are irrevocably pledged to the payment of the principal of, premium, if any, and interest on the Note in accordance with its terms. The Council is authorized to and shall levy and collect annually, at the same time and in the same manner as other taxes of the Town are assessed, levied and collected, a tax upon all taxable property within the Town, over and above all other taxes authorized or limited by law, and without limitation as to rate or amount, sufficient to pay when due the principal of, premium, if any, and interest on the Note to the extent other funds of the Town are not lawfully available and appropriated for such purpose.

Section 2.7 Computation. Interest on the Note and any fees due the Lender hereunder shall be computed on the basis of a 360-day year comprised of 12 months of 30 days each.

Section 2.8 Payment. All payments (including prepayments) by the Town on account of principal, interest and fees on the Note shall be made in immediately available funds to the Lender at its office located at 102 Catoctin Circle, Leesburg, VA 20175 before to 2:00 p.m. (Eastern time) on the date payment is due, or at such other place as is designated in writing by the Lender. Whenever any payment hereunder shall be due on a day which is not a Business Day, the date for payment thereof shall be extended to the next succeeding Business Day, and any interest payable thereof shall be payable for such extended time at the specified rate.

ARTICLE III

CLOSING; CONDITIONS PRECEDENT

Section 3.1 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place on the Closing Date in the offices of McGuireWoods LLP, bond counsel to the Town, in Richmond, Virginia, or at such other time and place as the parties hereto shall mutually agree. The parties agree that the Advances shall be made in the Commonwealth and that the Loan Documents were prepared and negotiated in the Commonwealth. The proceeds of the Advances shall be applied as provided in Section 2.1.

Section 3.2 Conditions Precedent. The obligation of the Lender to close this financing and to make the Advances is subject to: (i) the accuracy and correctness of the representations and warranties of the Town contained herein and in the other Loan Documents and in any certificate delivered under this Agreement or the other Loan Documents; (ii) the performance by the Town of their agreements contained herein and in the other Loan Documents; and (iii) the satisfaction of the following conditions:

(a) The Loan Documents shall have been duly authorized, executed and delivered to the Lender and shall be in full force and effect.

(b) The Lender shall have received a certificate dated as of the Closing Date from the Town Manager of the Town (or such other officer of the Town as is acceptable to the Lender), in form and substance satisfactory to the Lender, to the effect that all representations and warranties of the Town contained in this Agreement are true, correct and complete; that the Town is not in violation of any of the covenants contained in this Agreement and the Note; that, after giving effect to the transactions contemplated by this Agreement, no Default or Event of Default, has occurred and is continuing and that the Town has satisfied each of the closing conditions..

(c) The Lender shall have received a certificate dated as of the Closing Date from officers of the Town certifying (i) that attached thereto is a true, correct and complete copy of the resolution of the Town authorizing the financing contemplated hereunder and the execution, delivery and performance of this Agreement and the other Loan Documents executed contemporaneously with this Agreement to which the Town is a party, and (ii) as to the incumbency and genuineness of the signature of each officer of the Town executing this Agreement or any of the other Loan Documents.

(d) The Lender shall have received an opinion from bond counsel to the Town, dated as of the Closing Date and addressed to the Lender, in form and substance satisfactory to the Lender.

(e) No Event of Default, nor any event or condition that, with notice or lapse of time would constitute an Event of Default, shall have occurred and be continuing.

(f) No action, proceeding, investigation, regulation or legislation shall have been instituted, threatened or proposed before any court or other Governmental Authority to enjoin, restrain or prohibit, or to obtain substantial damages in respect of, or that is related to or arises from, the making of the Advances.

(g) The Lender shall have received such other documents, certificates, opinions, instruments and other evidence as the Lender may reasonably request, all in form and substance satisfactory to the Lender.

Section 3.3 Conditions Precedent to the Making of Advances. (a) As conditions precedent to the approval by the Lender hereunder of each Advance Notice (including the initial Advance Notice on or after the Closing Date):

(i) The Lender shall have received the Note.

(ii) The Lender shall have received (or waived the receipt of, in the sole discretion of the Lender) the written Advance Notice required under Section 2.1(b) of this Agreement, in a manner satisfactory to the Lender.

(iii) No Event of Default shall have occurred and be continuing or shall result from the funding of the Advance in question.

(b) Unless the Town has otherwise previously advised the Lender in writing, delivery to the Lender of an Advance Notice shall be deemed to constitute a representation and warranty by the Town that on the date of such Advance each such condition is satisfied.

(c) Approval by the Lender of any one or more Advance Notices when one or more conditions contained in this Section 3.3 have not been fulfilled, shall not be deemed a waiver of such condition or conditions as to the Lender's approval of subsequent Advance Notices.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of the Town. The Town makes the following representations and warranties as the basis for its undertakings under this Agreement:

(a) The Town (i) is a duly organized and validly existing political subdivision of the Commonwealth vested with the rights and powers conferred upon under the Public Finance Act of 1991, as amended and (ii) has full power and authority to borrow funds and issue the Note as provided in this Agreement and has taken or will take all action required by applicable law in connection therewith.

(b) The execution, delivery and performance of this Agreement and the Note and the consummation of the transactions contemplated hereby and thereby (i) are within the power and authority of the Town, (ii) have been duly authorized by all necessary action on the part of the Town, and (iii) to the Town's knowledge, do not and will not conflict with or result in a breach or violation of (A) the Act, (B) the ordinance creating the Town, (C) any federal or Commonwealth constitutional or statutory provision, (D) any agreement or other instrument to which the Town is a party or by which it is bound, or (E) any order, rule, regulation, decree or ordinance of any court, government or Governmental Authority having jurisdiction over the Town or its property.

(c) This Agreement and the Note have been duly executed and delivered by an officer of the Town who has been duly authorized to perform such acts.

(d) This Agreement and the Note constitute the legal, valid and binding obligations of the Town enforceable against the Town in accordance with their terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws, statutes or rules of general application affecting the enforcement of creditor's rights or general principles of equity.

(e) The execution, delivery and performance of this Agreement and the Note and the transactions contemplated hereby and thereby do not require any authorization, exemption, consent or approval of, notice to, or declaration or filing with, any Governmental Authority other than those obtained on or before the Closing Date.

(f) There is no judgment, injunction or similar order or decree which, and no action, suit, claim, investigation or proceeding pending or to the Town's knowledge, threatened against or affecting the Town, before any court, commission, panel, board, bureau, arbitrator or any Governmental Authority which (in any one case or in the aggregate, if determined adversely to the interests of the Town), (i) is reasonably likely to have a material adverse effect upon the ability of the Town to perform its obligations under this Agreement in any material respect, or (ii) affects the validity or enforceability of this Agreement, the Note or any of the Loan Documents to which the Town is a party.

(g) All information heretofore furnished by the Town to the Lender for purposes of or in connection with this Agreement or any transaction contemplated hereby is, and all such information hereafter furnished by the Town to the Lender will be, true, accurate and complete in every material respect or based on reasonable estimates on the date as of which such information is stated or certified.

(h) No Default or Event of Default under this Agreement has occurred and is continuing.

Section 4.2 Town Officials. No covenant, obligation or agreement contained in this Agreement or the Note shall be considered to be a covenant, obligation or agreement of any elected or appointed official, officer, or employee of the Town in his or her individual capacity, and the members of the Town nor any official executing any of the Loan Documents nor any other Town official shall be liable personally or be subject to any personal liability or accountability by reason of anything stated in or omitted from any of the Loan Documents. No Person, including the Lender, shall have any claims against the Town's respective elected or appointed officials, officers, or employees for damages suffered as a result of the Town's failure to perform any covenant, undertaking or obligation under the Loan Documents, nor as a result of the incorrectness of any representation in or omission from any of the Loan Documents unless such elected or appointed officials, officers, or employees have willfully acted in a fraudulent manner.

ARTICLE V

EVENTS OF DEFAULT; REMEDIES

Section 5.1 Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

(a) The Town shall fail to pay or cause to be paid within ten days of the date when due any amount payable under this Agreement or under the Note;

(b) The Town shall fail to observe or perform any covenant, restriction or agreement contained in this Agreement and not described in Section 5.1(a) above for 30 days after receipt by the Town of written notice specifying the failure and requesting that it be remedied from the Lender, unless the Lender and the Town agree in writing to an extension of such time;

(c) Any representation, warranty, certification or statement made or deemed made by the Town in Article IV of this Agreement, in any Loan Document, or in any certificate or other document delivered under this Agreement or any Loan Document shall prove to have been incorrect in any material respect when made or deemed made;

(d) The Town files a petition for relief under any bankruptcy or insolvency law or seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fails to file an answer or other pleading denying the material allegations of any such proceeding filed against it;

(e) Failure of the Town, as applicable, within 60 days after the commencement of any proceeding against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, to have such proceeding dismissed, or to have all orders or proceedings thereunder affecting the operations or the business of the Town, as applicable, stayed, or failure of the Town, as applicable, within 60 days after the appointment, without the consent or acquiescence of the Town, as applicable, of any custodian, receiver trustee, examiner, liquidator or similar official for it or for any material portion of its assets, to have such appointment vacated.

The Lender will not unreasonably withhold its consent to an extension of the time for taking corrective action under Section 5.1(b) if corrective action is instituted by the within the 30-day period and is diligently pursued until the failure is remedied, not to exceed 90 days.

Section 5.2 Remedies.

(a) Upon the occurrence and during the continuance of any Event of Default, the Lender may, in its sole discretion, by notice to the Town (i) declare all or any part of the Obligations immediately due and payable; and (ii) pursue all other remedies available to it by contract, at law or in equity to enforce performance or otherwise of any obligation or agreement of the Town under this Agreement.

(b) The Lender will give notice to the Town of the exercise of any of its rights or remedies under this Section in the manner provided in Section 6.2.

(c) Any balance of the money collected under action taken under this Section remaining after payment of all costs and expenses of collection and amounts due will be paid to the Lender for application to the payment of the Obligations, or, if the Obligations have been paid in full, to or at the direction of the Town.

Section 5.3 Reinstatement. Notwithstanding the exercise of any remedy granted by Section 5.2, if all arrearages of the principal of and interest on the Note which have become due and payable otherwise than by acceleration under Section 5.2(a)(i) above, and all other sums payable under this Agreement, except the principal of such Notes which by acceleration under Section 5.2(a)(i) above has become due and payable, have been paid, all other things have been performed in respect of which a default or Event of Default hereunder exists and there has been paid the reasonable fees and expenses, including administrative expenses, of the Lender (including reasonable attorneys' fees paid or incurred), then the Event of Default under this Agreement will be waived without further action by any party hereto.

Section 5.4 Rights and Remedies Cumulative; Non-Waiver. No remedy conferred upon or reserved to the Lender in this Agreement is intended to be exclusive of any other available remedy, but each remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. No delay or omission in exercising any right or power accruing upon any Event of Default will impair or will be construed to be a waiver of any right or power, but any right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lender to exercise any remedy reserved to it in this Article, it will not be necessary to give any notice, other than such notice as may be expressly required under this Agreement. No delay or failure to take action on the part of the Lender in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude other or further exercise thereof or the exercise of any other right, power or privilege nor be construed to be a waiver of any Event of Default. No course of dealing between the Town and the Lender or their agents or employees shall be effective to change, modify or discharge any provision of this Agreement or any of the other Loan Documents or to constitute a waiver of any Event of Default.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Costs and Expenses. The Town shall pay all reasonable out-of-pocket expenses of the Lender, including reasonable fees and disbursements of counsel, in connection with: (i) the authorization, preparation, execution, delivery, and filing, if required of this Agreement and the other Loan Documents, (ii) any amendments, supplements, consents or waivers hereto or to the other Loan Documents, and (iii) the administration or enforcement of this Agreement and the other Loan.

Section 6.2 Notices. Unless notices are specifically permitted to be provided electronically, all notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing and shall be deemed to have been duly given or made when delivered by hand (or when refused delivery), three days after being deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by certified mail, return receipt requested postage prepaid, or one Business Day after being deposited with a nationally recognized overnight courier, addressed at their addresses set forth below or to such other address as may be hereafter designated by the respective parties hereto:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The Town or the Lender may, by notice given hereunder, designate any further or different addresses to which subsequent demands, notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed.

Section 6.3 Continuing Obligations. All agreements, representations and warranties contained herein or made in writing by or on behalf of the Town in connection with the transactions contemplated hereby shall survive the execution and delivery of this Agreement and the other Loan Documents. The Town further agrees that to the extent the Town makes a payment to the Lender, which payment or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any bankruptcy, insolvency or other similar state or federal statute, or principle of equity, then, to the extent of such repayment by the Lender, the Obligation or part thereof intended to be satisfied by such payment shall be revived and continued in full force and effect as if such payment had not been received by the Lender.

Section 6.4 Controlling Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth.

Section 6.5 Successors and Assigns. This Agreement shall be binding upon and will inure to the benefit of the successors and assigns of the parties hereto.

Section 6.6 Assignment and Sale. No party hereto may sell, assign or transfer this Agreement or any of the other Loan Documents or any portion hereof or thereof, including without limitation such party's rights, title, interests, remedies, powers, and duties hereunder or thereunder; provided, however, that the Lender shall have the right to sell, transfer, assign or pledge the Note to any financial institution or to sell participation interests in the Note to any financial institution, further provided, however, that no such sale, transfer, assignment or pledge, and no sale of any such participation interest, shall relieve the Lender of any of its agreements hereunder, including its agreement to make the Advances, and provided further that the Lender shall not sell, transfer, assign, pledge or participate its interest in this Agreement to any other entity except another financial institution. Without limiting the foregoing, the Lender shall have the right to pledge the Note to a Federal Reserve Lender to secure obligations of the Lender to such Federal Reserve Lender.

Section 6.7 Entire Agreement. THIS AGREEMENT AND THE NOTE AND INSTRUMENTS EXECUTED AND DELIVERED CONTEMPORANEOUSLY HERewith EMBODY THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES HERETO AND SUPERSEDE ALL PRIOR AGREEMENTS AND UNDERSTANDINGS OF SUCH PERSONS, VERBAL OR WRITTEN, RELATING TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT AND THE NOTE AND INSTRUMENTS EXECUTED IN CONNECTION HERewith REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 6.8 Amendment. Any provision of this Agreement may be amended if such amendment is in writing and is signed by the Town and the Lender.

Section 6.9 PATRIOT Act; Confidentiality. The Lender hereby notifies the Town that pursuant to the requirements of the PATRIOT Act, it is required to obtain, verify and record information that identifies the Town, which information includes the name and address of the Town and other information that will allow the Lender to identify the Town in accordance with the PATRIOT Act. The Lender agrees to keep confidential, in accordance with its customary procedures for handling confidential information of a similar nature and in accordance with safe and sound banking practices, all nonpublic information provided to it by or on behalf of the Town in connection with this Agreement or any other Loan Document; *provided, however*, that the Lender may disclose such information (i) to its directors, employees and agents and to its auditors, counsel and other professional advisors, (ii) at the demand or request of any bank regulatory authority, court or other Governmental Authority having or asserting jurisdiction over the Lender, as may be required pursuant to subpoena or other legal process, or otherwise in order to comply with any applicable law, (iii) in connection with any proceeding to enforce its rights hereunder or under any other Loan Document or any other litigation or proceeding related hereto or to which it is a party, and (iv) to the extent the same has become publicly available other than as a result of a breach of this Agreement.

Section 6.10 Severability. In the event that any provision of this Agreement shall be determined to be invalid or unenforceable by any court of competent jurisdiction, such determination shall not invalidate or render unenforceable any other provision hereof; provided, however, that if the Town's obligation to make payments hereunder is held invalid this Agreement will terminate and the Town may take whatever steps it deems necessary to minimize its actual or perceived liability in connection this Agreement and the Note.

Section 6.11 Counterparts; Execution. This Agreement 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. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement and such copies may be used in lieu of the original Agreement for all purposes. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

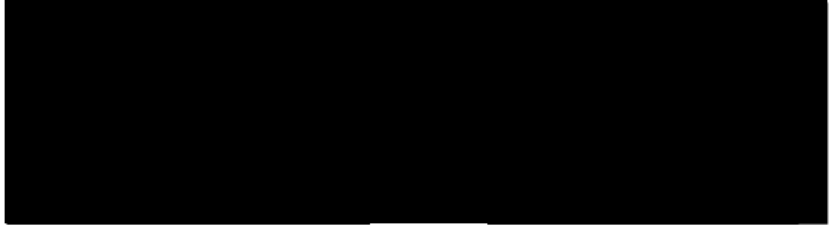
Section 6.12 Captions. The captions to the various sections and subsections of this Agreement have been inserted for convenience only and shall not limit or affect any of the terms hereof.

Section 6.13 No Fiduciary Obligations. The Town acknowledges and agrees, that in connection with this Agreement and any of the Loan Documents that: (a) the Lender is not a financial advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act) or an "advisor") of, and owes no fiduciary duty to, the Town or any other person, (b) the Lender's duties and obligations to the Town shall be limited to those contractual duties and obligations expressly set forth in this Agreement, (c) the Town has consulted with independent legal, financial and any other advisors to the extent it deemed appropriate in connection with any questions or other issues it might have relating to this Agreement, and (d) the transactions contemplated by this Agreement are arm's length, commercial transactions between the Town and the Lender.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized officers as of the date first above written.

TOWN OF LEESBURG, VIRGINIA

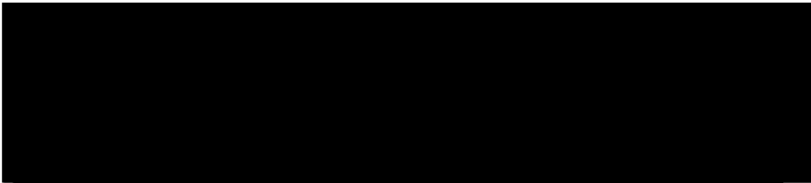


UBT MUNICIPAL FINANCE, INC.

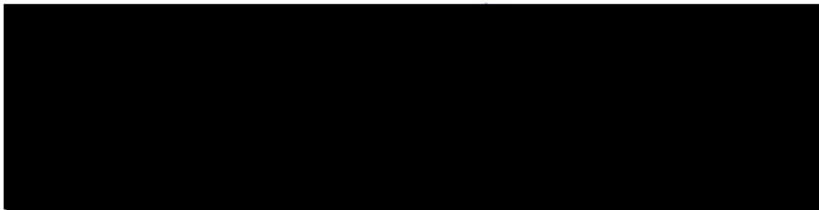


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized officers as of the date first above written.

TOWN OF LEESBURG, VIRGINIA



UBT MUNICIPAL FINANCE, INC.



which is not a Business Day (as defined in the below-defined Financing Agreement), the date for payment thereof shall be extended to the next succeeding Business Day.

The Town, at any time or from time to time, may prepay the principal amount of the Note in whole or in part upon three days prior written notice to the Lender by payment of an amount equal to the principal amount to be prepaid plus accrued interest thereon to the date of prepayment.

This Note is issued under the authority of and in full compliance with the Constitution and statutes of the Commonwealth of Virginia, and, more particularly, issued pursuant to the Public Finance Act of 1991, Chapter 26, Title 15.2 of the Code of Virginia of 1950, as amended, and a Resolution adopted by the Town Council (the "Council") on May 28, 2019 (the "Resolution").

This Note is issued under a Financing Agreement dated as of June 1, 2019 (as altered, amended, modified or supplemented from time to time, the "Financing Agreement"), between the Town and UBT Municipal Finance, Inc. Capitalized terms used and not defined herein shall have the meanings given such terms in the Financing Agreement.

The full faith and credit of the Town are irrevocably pledged to the payment of the principal of, premium, if any, and interest on this Note in accordance with its terms. The Council is authorized to and shall levy and collect annually, at the same time and in the same manner as other taxes of the Town are assessed, levied and collected, a tax upon all taxable property within the Town, over and above all other taxes authorized or limited by law, and without limitation as to rate or amount, sufficient to pay when due the principal of, premium, if any, and interest on the Note to the extent other funds of the Town are not lawfully available and appropriated for such purpose.

This Note may be transferred only by an assignment duly executed by the registered owner hereof or such owner's attorney or legal representative in a form satisfactory to the Town's Director of Finance and Administrative Services, as Note Registrar. Such transfer shall be made in the registration books kept by the Note Registrar upon presentation and surrender hereof and the Town shall execute, and the Note Registrar shall authenticate, if necessary, and deliver in exchange, a new Note having an equal aggregate principal amount, of the same form and maturity, bearing interest at the same rate, and registered in such name as requested by the then registered owner hereof or such owner's attorney or legal representative. Any such exchange shall be at the expense of the Town, except that the Note Registrar may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid regarding the exchange.

The Town's Director of Finance and Administrative Services may designate a successor Note Registrar, provided that written notice specifying the name and location of the principal office of any such successor shall be given to the registered owner of this Note. Upon registration of transfer of this Note, the Note Registrar shall furnish written notice to the transferee of the name and location of the principal office of the Note Registrar. The Note Registrar shall treat the registered owner as the person exclusively entitled to payment of principal and interest and the exercise of all other rights and powers of the owner.

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to and in the issuance of this Note have happened, exist and have been performed, and the issue of this Note, together with all other indebtedness of the Town, is within every debt and other limit prescribed by the Constitution and statutes of the Commonwealth.

[Signature Page Follows]

IN WITNESS WHEREOF, the Town of Leesburg, Virginia has caused this Note to be executed as of the date and year above first written.

TOWN OF LEESBURG, VIRGINIA



[SEAL]

ATTEST:



CERTIFICATE OF AUTHENTICATION

The undersigned Note Registrar hereby certifies that this Note of the Town of Leesburg, Virginia, is described in the within-mentioned Resolution.

Authentication Date: June 13, 2019

■ [REDACTED]

Certificate of Outstanding Principal Amount

The principal sum payable under this Note, not to exceed a maximum of \$32,500,000 shall be an amount equal to the aggregate of all principal advances noted hereunder, less any amounts which have been prepaid. The aggregate amount of all principal advances under this Note and all prepayments shall be certified by an authorized representative of the registered owner of this Note.

<u>Amounts Advanced</u>	<u>Amounts Prepaid</u>	<u>Net Amount of Principal Outstanding</u>	<u>Date of Advance or Prepayment</u>	<u>Authorized Signature</u>
\$				

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE OF ASSIGNEE)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE: _____

the within Note and does hereby irrevocably constitute and appoint

_____, attorney, to transfer said Note on the books kept for registration of said Note, with full power of substitution in the premises.

Dated _____

Signature Guaranteed:

(NOTICE: Signature(s) must be guaranteed by an Eligible Guarantor Institution such as a Commercial Lender, Trust Company, Securities Broker/Dealer, Credit Union or Savings Association which is a member of a medallion program approved by The Securities

Registered Owner
(NOTICE: The signature above must correspond with the name of the Registered Owner as it appears on the books kept for registration of this Note in every particular, without alteration or change.)

EXHIBIT B

FORM OF ADVANCE NOTICE

Town of Leesburg, Virginia

General Obligation Bond Anticipation Note, Series 2019B

TO: UBT Municipal Finance, Inc.

DATE: _____ . 20 ____

ADVANCE NUMBER: _____

In accordance with the terms of the Financing Agreement dated as of June 1, 2019 (the "Agreement"), between the Town of Leesburg, Virginia (the "Town"), and UBT Municipal Finance, Inc., the undersigned requests that you make an Advance under the Note (as defined in the Agreement) in the principal amount of \$_____ under Section 2.1 of the Agreement.

1. It is hereby certified in accordance with the Agreement that the following is/are due payment in the amount(s) indicated for:

Payee	Amount Due
-------	------------

Total Amount of Requisition

Note: Multiple payees may be submitted on one requisition provided all information is attached in spreadsheet format.

2. The amount stated above has been incurred, is due, is a proper use of Note proceeds and has not been funded pursuant to a prior advance request.

3. The payment of such request will not violate the prohibitions or requirements relating to the use of proceeds set forth in the Agreement.

4. All representations and warranties of the Town contained in the Agreement are true and current as of the date hereof, except to the extent that they relate solely to an earlier date.

5. No Event of Default (as defined in the Agreement) or event which after notice or lapse of time or both would constitute an Event of Default has occurred and not been waived or cured.

You are authorized and directed to pay the above sum (sums) to the party (parties) named in Paragraph 1 from an Advance on the Note.

