

AMENDED AND RESTATED
STAUNTON RIVER COST AND REVENUE SHARING AGREEMENT

THIS **AMENDED AND RESTATED** STAUNTON RIVER COST AND REVENUE SHARING AGREEMENT (this “Agreement”), made and entered into effective as of the ~~28th~~ 4th day of ~~December~~ October 2019, by and among the COUNTY OF PITTSYLVANIA, VIRGINIA (“Pittsylvania”), a political subdivision of the Commonwealth of Virginia; (ii) the TOWN OF HURT, VIRGINIA, a Virginia municipal corporation (“Hurt”); ~~(iii) the TOWN OF ALTAVISTA, VIRGINIA, a Virginia municipal corporation (“Altavista”);~~ and (iv) and (iii) the CITY OF DANVILLE, VIRGINIA, a Virginia municipal corporation (“Danville”);

W I T N E S S E T H :

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. - Recitals. The parties recite the following facts:

a. Pittsylvania, Hurt, the Town of Altavista, Virginia (“Altavista”) Danville (collectively, the “Original Parties”) and others executed that certain letter of intent dated February 23, 2017 (the “LOI”), under which the ~~parties hereto~~ Original Parties confirmed their desire to work cooperatively to create a regional industrial facility authority pursuant to the Virginia Regional Industrial Facilities Act, Virginia Code §§ 15.2-6400 et seq., as amended (the “Act”), that ~~will~~ would develop (i) a regional industrial park containing approximately 603.98 acres (Tax GPINs: ~~- 2546-30-5577, 2545-69-2418, 2546-83-6444 and 2545-48-6913~~), located in Hurt, Virginia, commonly known as the Southern Virginia ~~Multi-Modal~~ Multimodal Park (the “SVMP”) and (ii) other projects as may be agreed upon from time to time by the parties.

b. Under the LOI, the regional industrial facility authority would be created to improve the regional economy through the attraction of global industry to the SVMP and the establishment of an intermodal facility at the SVMP that will serve the geographic regions of the parties hereto and that will be publicly recognized as Virginia's second inland port.

c. Each ~~party finds~~ of the Originals Parties found that the economic growth and development of its own locality and the comfort, convenience and welfare of its own citizens ~~require~~ required the development of facilities and that joint action through a regional industrial facility authority by Pittsylvania, Hurt, Altavista and Danville as its member localities ~~will~~ would facilitate the development of the needed facilities.

d. The original purpose of the regional industrial facility authority ~~is~~was to enhance the economic base for Pittsylvania, Hurt, Altavista and Danville by developing, owning, and operating the SVMP and other agreed upon projects on a cooperative basis involving each of them.

e. In furtherance and support of the LOI, the ~~parties enter into this Agreement~~Original Parties entered into that certain Staunton River Cost and Revenue Sharing Agreement dated December 28, 2018 (the “Original Agreement”), being the effective date of the certificate issued by the Secretary of the Commonwealth confirming the formation of the Staunton River Regional Industrial Facility Authority, a political subdivision of the Commonwealth of Virginia (the “SR RIFA” or the “Authority”), as a revenue and economic growth-sharing arrangement, pursuant to Virginia Code § 15.2-6407, as amended, with respect to tax revenues and other income and revenues generated by any facility owned by the regional industrial facility authority.

f. On June 25, 2019, Altavista’s Town Council approved and adopted a resolution withdrawing as a member locality of the Authority, and the Board of Directors of the Authority adopted a resolution at its meeting held on October 4, 2019, approving the withdrawal of Altavista as a member locality of the Authority, in compliance with the Act, which resolution also confirmed that consistent with Section 15.2-6415 of the Act, Altavista, as a withdrawing member locality, is not entitled to any rights to contributions made by Altavista to the Authority, to any property held by the Authority or to any revenue sharing as allowed by Sections 15.2-6406 and 15.2-6407 of the Code, under the Original Agreement, or otherwise, as of June 25, 2019.

g. The remaining member localities of the Authority, being Pittsylvania, Danville and Hurt, desire to amend and restate the Original Agreement as set forth herein, in furtherance of the purpose of the Authority, which is to enhance the economic base for Pittsylvania, Hurt, and Danville by developing, owning, and operating the SVMP and other agreed upon projects on a cooperative basis involving each of them.

Section 2. - Creation of Staunton River Regional Industrial Facility Authority. The ~~parties have~~Original Parties established a regional industrial facility authoritythe Authority through adoption of respective ordinances, ~~as allowed by and in compliance with the Act. (the “Original Ordinances”), as allowed by and in compliance with the Act, and the Secretary of the Commonwealth issued a Certificate confirming the formation of the Authority pursuant thereto on December 28, 2018. As set forth in Section 1(f) above, Altavista withdrew as a member locality of the Authority, and the Board of the Directors of the Authority approved such withdrawal, in compliance with the Act. Each of Pittsylvania, Danville, and Hurt have adopted amendments to their respective Original Ordinances to reflect the withdrawal of Altavista as a~~

member locality of the Authority as set forth herein, and to approve this Agreement. The terms and duties of the members of the Board of Directors are specified in such amended ordinances and in the Act. ~~The regional industrial facility authority of which each of the parties is a member locality shall be named the “Staunton River Regional Industrial Facility Authority” (the “SR-RIFA” or the “Authority”).~~ The member localities of the Authority are now Pittsylvania, Danville and Hurt.

Section 3. - Definitions.

- a. “**Act**” shall have the same meaning set forth in Section 1(a) above.
- b. “**Agreement**” shall mean this Agreement or this Amended and Restated Staunton River Cost and Revenue Sharing Agreement.
- c. “**Authority**” (or “**SR RIFA**”) shall have the same meaning set forth in Section 2 above or Staunton River Regional Industrial Facility Authority, a political subdivision of the Commonwealth of Virginia.
- d. “**Authority Facility**” (or “**Authority Facilities**”) shall mean any industrial project of the Authority as agreed by all the Member Localities. As of the date of this Agreement, the Authority does not hold an interest to any portion of the SVMP except as provided in the Development Agreement (as defined in this Section 3); however, the parties acknowledge and agree that the Authority's performance under the Development Agreement and the acquisition of one or more lots of the SVMP shall be deemed to be an Authority Facility.
- e. “**Development Agreement**” shall mean a SR RIFA Development and Option Agreement that the Authority may enter into with the land owners of the SVMP whereby the Authority shall have the option to purchase one or more lots of the SVMP for development as an Authority Facility.
- f. “**Dissolution of Authority**” shall be mean the procedures and division of assets in connection with the dissolution of a regional industrial facility authority as set forth in Virginia Code § 15.2-6415, as amended.
- g. “**Facility Generated Income and Revenues**” shall mean any and all identifiable tax revenues generated from property owned currently or at some time by the Authority, which may have been sold, leased, conveyed or transferred to any third party.
- h. “**Grant Applicant Member Locality**” shall have the same meaning set forth in Section 7 below.

i. “**Host Locality**”, with respect to a specific Authority Facility, shall be defined as the Member Locality in which that Authority Facility is physically located.

j. “**LOI**” shall have the same meaning set forth in Section 1(a) above.

k. “**Member**” or “**Member Locality**” shall mean a member locality of the Authority. As of the date of this Agreement, Member or Member Locality shall include Pittsylvania, Hurt, ~~Altavista~~ and Danville.

l. “**Member Controversy**” shall mean a controversy or claim arising of or related to this Agreement or breach hereof.

m. “**Member Locality Obligation**” shall have the same meaning set forth in Section 16 below.

n. “**Member Share**” or “**Member Shares**” shall mean the following percentages: (i) for Pittsylvania, ~~fifty~~sixty-one percent (~~50~~61%); (ii) for Hurt, four percent (4%); ~~and~~ (iii) for ~~Altavista, twenty-three~~Danville, thirty-five percent (~~23~~35%); ~~and (iv) for Danville, twenty-three percent (23%)~~.

o. “**Non-Appropriating Member Locality**” shall have the same meaning set forth in Section 16 below.

p. “**Non-Host Locality**” shall be defined as the Member or Member Locality that is not the Host Locality.

q. “**SR RIFA**” (or “**Authority**”) shall have the same meaning set forth in Section 2 above or Staunton River Regional Industrial Facility Authority.

r. “**SVMP**” shall have the same meaning set forth in Section 1(a) above.

s. “**Utility Extension Costs**” shall have the same meaning set forth in Section 4(c) below.

Section 4. - Project Costs; Contributions.

a. Generally. In order to receive and as a condition of receiving its respective Member Share of Facility Generated Income and Revenues under this Agreement, each Member Locality (i) shall make an initial contribution as set forth in Section 8 below and (ii) shall make additional contributions according to its Member Share, as such contributions may be unanimously agreed upon by the Members from time to time in conformance with the provisions

of Section 4(b), in the form of adopting an annual budget for the Authority or passing a specific resolution of the Authority for each such additional contribution by all Members. The budget shall include funds for the acquisition, construction and development of any Authority Facility, as well as for marketing and promotion of any Authority Facility. In the event that a Member does not agree, or for whatever other reason, fails to contribute its Member Share as set forth in a unanimously adopted budget or resolution by the Authority, the Authority, by unanimous vote of the remaining Members, shall have the right to waive such additional contribution obligation by that non-contributing Member, and the Member Shares of all of the Members shall be recalculated based on the additional contributions actually made by the other Members. However, no such waiver may be made by the Authority, if doing so shall cause the Member Share of the non-contributing Member to be equal to or less than zero percent (0%). If such waiver is not made by the Authority, the procedures under Section 16 below shall be employed -- the non-contributing Member shall be deemed to be a Non-Appropriating Member Locality and the amount not contributed by that Member shall be deemed to be a Member Locality Obligation.

Notwithstanding any other provision of this Agreement, any future contributions by a Member Locality to the Authority shall be voluntary and subject to an appropriation by the governing body of the Member Locality. The failure of the governing body of a Member Locality to appropriate funds for any future contribution to the Authority shall not be a breach of this Agreement.

b. Recruitment Incentives; Additional Recruitment Incentives. As part of the Authority's mission, the Authority may offer, from time to time, grants or incentives (collectively, the "**Recruitment Incentives**") to an industry or business client in order to recruit such industry or business to locate within any of the Authority Facilities. The cost value of the Recruitment Incentives offered by the Authority shall be solely determined and based upon expected direct taxes paid by the project via the taxable value of machine, tools and real property. The total value of the Recruitment Incentives offered by the Authority shall be dependent upon the targeted return on investment years as unanimously agreed upon by the Members; however, this provision shall not preclude any Member Locality, on its own behalf and expense, from voluntarily offering additional incentives for a particular project's Recruitment Incentives package. In the event of such additional incentives by a Member Locality (the "**Additive Member Locality**"), the Authority, by unanimous consent of the Member Localities, may deem the value of such additional incentives as a credit toward the Additive Member Locality's Member Share of the Recruitment Incentives offered for a future project, and the provisions of Section 7 below shall apply.

c. "Opt Out" of Additional Contributions for a Proposed Project. In the event that a proposed project would require additional contributions (whether in cash or other property) from every Member according to its respective Member Share, and one or more Members wish to opt-

out from such additional contributions for that project, the Authority, prior to engaging in that project, shall determine by unanimous vote and resolution by its Board of Directors whether one or more of the following would apply: (i) the opting-out Member's share of the revenue from that particular project would be reduced by a fixed dollar amount or by a fixed percentage of up to one hundred percent (100%); (ii) the opting-out Member's share of the revenue from all, but not less than all, Authority projects would be reduced by a fixed dollar amount; and/or (iii) the percentages of the Member Shares would be adjusted based on the value of each such additional contribution made.

d. Utility Extensions. With respect to utility extension installations to an Authority Facility, the costs of any such installation (“**Utility Extension Costs**”) shall be deemed to be the exclusive cost of the Member Locality whose service jurisdiction includes the area of such installation. Utility Extension Costs shall be excluded from a cost of the Authority that otherwise would be shared by the Member Localities according to the respective Member Share. Accordingly, Utility Extension Costs shall be disregarded for purposes of any Dissolution of Authority; however, if the Authority, in its sole discretion, advanced Utility Extension Costs for the benefit of a Member Locality and such advance is unpaid, the value of assets of the Authority to be distributed to that Member Locality shall be reduced by an amount equal to the unpaid balance of the advance. Notwithstanding the foregoing, the costs of utility extension installations to the SVMP shall be at the exclusive cost of Pittsylvania (or the Pittsylvania County Service Authority, a political subdivision of the Commonwealth of Virginia, as the case may be).

~~Notwithstanding any other provision of this Agreement, Altavista shall have no obligation to provide utility services to the SVMP. Any future extensions of utility lines or expansions in treatment or supply capacity by Altavista shall be addressed in a future agreement according to the terms and conditions stated in any such future agreement.~~

Notwithstanding any other provision of this Agreement, Hurt shall have no obligation to provide utility services to the SVMP. Any future extensions of utility lines or expansions in treatment or supply capacity by Hurt shall be addressed in a future agreement according to the terms and conditions stated in any such future agreement.

Section 5. - Income and Revenues.

a. Income Generated by the Authority. The parties agree that any and all income generated as a result of sales, leases, conveyances, and/or interest on funds held by the Authority shall constitute income generated by the Authority. Such income generated by the Authority shall be held and utilized by the Authority in accordance with the Act to further promote economic development within the localities of the Members, as the Authority in its discretion deems appropriate.

b. Additional Funding Contributions by all Member Localities. The parties agree that additional funding shall be necessary for the acquisition, construction and development of the SVMP and other Authority Facilities designated from time to time. The parties further agree that in the event the Member Localities unanimously determine that such additional funding for such purposes needs to be contributed to the Authority, then each Member Locality shall contribute its respective Member Share of such funding, subject to the provisions of Section 4 above and Section 16 below.

As provided in Section 4(a) above, any future contributions by a Member Locality to the Authority shall be voluntary and subject to an appropriation by the governing body of the Member Locality. The failure of the governing body of a Member Locality to appropriate funds for any future contribution to the Authority shall not be a breach of this Agreement.

Section 6. - Administration of the Funding for Projects. The parties agree that the administration and support given to each Authority Facility as well as support given to the Authority shall be allocated and determined by the Authority. Unless otherwise determined by resolution of the Authority, Pittsylvania shall serve as fiscal agent of the Authority for the development of the SVMP and all other Authority Facilities.

Section 7. - Pursuit of Other Funding. Nothing in this Agreement shall preclude any one or more Member Localities from pursuing, and successfully receiving, other funding sources to pay for site development of, or Recruitment Incentives for, any Authority Facility (“**Grant Applicant Member Locality**”). However, one Member Locality cannot and shall not bind any of the other Member Localities (or the Authority, as the case may be) to any grants without the express written approval of all Member Localities (or the Authority, as the case may be). Moreover, in the event that a Grant Applicant Member Locality is obligated to return grant monies or to make other reimbursements to the grant source or its designee, the amount of such returned monies or reimbursements shall be deemed to be a cost of the Authority and subject to the cost-sharing provisions of Section 4 above, so long as (i) the Grant Applicant Member Locality had obtained written approval from all Member Localities (or the Authority, as the case may be) of the Grant Applicant Member Locality's grant conditions; and (ii) the purposes of the grant were in furtherance of the acquisition, construction or development of an Authority Facility, including without limitation Recruitment Incentives.

Section 8. - Initial Contributions. ~~The Member Localities hereby acknowledge~~ The Original Parties made the initial contributions to the Authority as follows:

Member Locality	Contribution
Pittsylvania	\$50,000.00

Member Locality	Contribution
Hurt	\$4,000.00
Altavista	\$23,000.00
Danville	\$23,000.00
<i>Total</i>	\$100,000.00

All other contributions from a Member Locality to the Authority shall be acknowledged by the Treasurer of the Authority, who shall update the respective Member Shares of the Member Localities.

Section 9. - Sharing of Machinery and Tools Tax Revenues. Once one or more industries or businesses have located within any Authority Facility, the Host Locality will begin to realize tax revenues from such industries or businesses for machinery and tools tax. The Host Locality alone shall determine the rate at which machinery and tools are taxed and the due date of such taxes. The Host Locality agrees that subject to Section 16 below, upon receipt of machinery and tools tax remitted by an industry or business located within an Authority Facility, the Host Locality shall appropriate the total of taxes so received, pay the same to each of the Non-Host Localities according to the respective Member Share, and retain the remaining amount.

Section 10. - Sharing of Real Property and Personal Property Tax Revenue. Once one or more industries or businesses have located within any Authority Facility or purchased real property in any Authority Facility, the Host Locality will begin to realize tax revenues from such industries or businesses for real property and personal property. The Host Locality alone shall determine the rate at which real and personal property is taxed and the due date of such taxes. The Host Locality agrees that subject to Section 16 below, upon receipt of such real property taxes, personal property taxes or both remitted by an industry or business located within an Authority Facility, the Host Locality shall appropriate the total of taxes so received, pay the same to each of the Non-Host Localities according to the respective Member Share, and retain the remaining amount.

Section 11. - Sharing of Miscellaneous Tax Revenues. Once one or more industries or businesses have located within any Authority Facility, the Host Locality will begin to realize other tax revenues from business license tax, meals tax, lodging tax and any alcohol tax or any income and other Facility Generated Income and Revenues in addition to those described in Sections 9 and 10 above. The Host Locality alone shall determine the tax rates for these taxes and their due dates. The Host Locality agrees that subject to Section 16 below, upon receipt of such taxes remitted shall appropriate the total taxes so received from these industries or businesses located in the Authority Facility, pay the same to each of the Non-Host Localities

according to the respective Member Share, and retain the remaining amount. The parties further agree that should the General Assembly of the Commonwealth of Virginia authorize a locality to levy and collect a new local tax and should the Host Locality choose to implement such future tax on property located within a Host Locality, then the parties agree that such new tax revenues realized from a joint regional authority will be shared equally in the same manner and fashion as other taxes within this Agreement.

Section 12. - Payment of Tax Revenues; No Pledge of the Credit or Taxing Power. All tax revenues due to the Non-Host Locality under this Agreement shall be paid by the Host Locality within sixty (60) days after receipt and appropriation of such tax revenues. If any tax delinquencies occur, each Non-Host Locality will pay its respective Member Share of the cost of collecting past due taxes, and will receive its respective Member Share of the penalties and interest accrued and paid. In accordance with Virginia Code § 15.2-6406, as amended, the sharing of tax revenues of the governing body of a Member Locality pursuant to this Agreement shall not constitute a pledge of the credit or taxing power of such Member Locality.

Section 13. - Decisions by or Consent from the Member Localities. Except for decisions or consents pertaining to Dissolution of Authority, the amendment of this Agreement, or additional contributions to the Authority, or except as otherwise required by law, the requirement of any decision or consent of a Member Locality under this Agreement may be satisfied, but shall not be required to be satisfied, by a writing executed by those certain directors of the Authority who were appointed by that Member Locality.

Section 14. - Dissolution of Authority. In the event of Dissolution of Authority, Dissolution of Authority shall be made pursuant to Virginia Code § 15.2-6415, as amended. Reference is here made to Section 4(c) above with respect to Utilities Extension Costs and Section 16 below.

Section 15. - Limitation of Liability. The Authority shall ensure the payment of all obligations, costs, and expenses for the implementation of any Authority Facility anticipated under this Agreement. The parties acknowledge that no Member Locality shall be liable or responsible for the financing or for any debts of any Authority Facility, except with the prior express, written consent of that Member Locality or except as expressly provided in this Agreement.

Section 16. - Non-Appropriation Provision. Notwithstanding any other provision in this Agreement to the contrary, if any Member Locality fails during any fiscal year to appropriate or allocate sufficient funds to pay the amounts to be paid by that Member Locality (the “**Non-Appropriating Member Locality**”) pursuant to this Agreement which become due and payable during such fiscal year (the “**Member Locality Obligation**”), then the Member Locality Obligation of that Non-Appropriating Member Locality shall terminate at the end of the fiscal

year in which such non-appropriation occurs. However, unless the Member Locality Obligation is waived by the Authority and the Member Shares of the Member Localities are recalculated as set forth in Section 4 above, the unpaid balance of the Member Locality Obligation shall be applied against the Non-Appropriating Member Locality's Member Share of all sums otherwise payable and due to such Non-Appropriating Member under this Agreement.

As provided in Section 4(a) above, the failure of the governing body of a Member Locality to appropriate funds for any future contribution to the Authority shall not be a breach of this Agreement.

Section 17. - Non-waiver. No waiver of any term or condition of this Agreement by any party shall be deemed a continuing or further waiver of the same term or condition or a waiver of any other term or condition of this Agreement.

Section 18. - Attorneys' Fees. Except for the attorneys' fees of Clement & Wheatley, A Professional Corporation, pertaining to the formation of the Authority and the negotiating, drafting, and execution of the Development Agreement which shall be the responsibility of the Authority, each Member shall be solely responsible for its respective attorneys' fees in the negotiating, drafting, and execution of this Agreement and any of the transactions contemplated hereby.

Section 19. - Other Documents. The parties agree that they shall execute, acknowledge, and deliver all such further documents as may be reasonably required to carry out and consummate the transactions contemplated by this Agreement.

Section 20. - Mediation.

a. If the parties are unable to resolve a Member Controversy, the parties shall attempt to resolve the same by mediation by a mediator of The McCammon Group, who is experienced and knowledgeable in the subject matter of such Member Controversy, in accordance with the rules of such mediator or such other rules as the parties in dispute may then agree. If a party fails to respond to a written request for mediation within thirty (30) days after service or fails to participate in any scheduled mediation conference, that party shall be deemed to have waived its right to mediate the issues in dispute, and any unresolved Member Controversy may be submitted to a court of competent jurisdiction, so long as the venue is located outside the geographic area of the Member Localities in dispute.

b. The mediator from The McCammon Group shall be selected by the parties in dispute. The mediator shall conduct mediation at the location to be agreed upon by the parties in dispute or absent such agreement, by the mediator, so long as the location is not within the geographic area of the Member Localities in dispute. Within two (2) days after selection, the

parties in dispute shall furnish the mediator with copies of the notice, this Agreement, the party's (or parties') response, and any other documents exchanged by the parties in dispute. If the mediation does not result in settlement of the Member Controversy within thirty (30) days after the initial mediation conference, then the mediator shall make a written recommendation as to the resolution of the Member Controversy. Each party in dispute, in its sole discretion, shall accept or reject such recommendation in writing within ten (10) days after receipt of such recommendation. If such recommendation is not so accepted by both parties in dispute or a settlement is not so reached within such ten (10) day period, any remaining Member Controversy may be submitted to a court of competent jurisdiction, so long as the venue is located outside the geographic area of the Member Localities in dispute.

c. Notwithstanding anything contained herein to the contrary, the provisions of this Section 20 shall not preclude any party, prior to an election for or pending mediation of a matter, from pursuing in a court of competent jurisdiction temporary injunctive or other equitable relief to protect the parties' respective interests under this Agreement or under the Act.

d. The compensation and expenses of the mediation and any administrative fees or costs of mediation shall be borne equally by the parties in dispute.

Section 21. - Default. The parties retain all rights at law and in equity to enforce the provisions of this Agreement in accordance with applicable law.

Section 22. - Headings. The descriptive headings in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

Section 23. - Notices. Any notice required or contemplated to be given to a party by any of the parties by any other party shall be in writing and shall be given by hand delivery, certified or registered United States mail, or a private courier service which provides evidence of receipt as part of its service, to the Clerk of that Member, with a copy to that Member's attorney and to the attorney of the Authority. Any party may change the address to which notices hereunder are to be sent to it by giving written notice of such change in the manner provided herein. A notice given hereunder shall be deemed given on the date of hand delivery, deposit with the United States Postal Service properly addressed and postage prepaid, or delivery to a courier service properly addressed with all charges prepaid, as appropriate.

Section 24. - Governing Law; Interpretation. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. The parties have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumptions or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement. In addition, this

Agreement is to be interpreted to the fullest extent possible as a revenue sharing agreement permitted under Virginia Code § 15.2-6407, as amended, and the obligations of the parties shall not be construed to be a debt within the meaning of Article VII, Section 10 of the Constitution of Virginia.

Section 25. - Amendment, Modification and/or Supplement. The parties may amend, modify, and/or supplement this Agreement in such manner as may be agreed upon by the parties, provided such amendments, modifications, and/or supplement are reduced to writing and signed by the parties or their successors in interest.

Section 26. - Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

Section 27. - Gender and Number. Throughout this Agreement, wherever the context requires or permits, the neuter gender shall be deemed to include the masculine and feminine, and the singular number to include the plural, and vice versa.

Section 28. - Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Section 29. - Survival. Any termination, cancellation or expiration of this Agreement notwithstanding, provisions which are by their terms intended to survive and continue shall so survive and continue.

[SIGNATURES ON FOLLOWING PAGES.]

WITNESS the following signature to this AMENDED AND RESTATED
STAUNTON RIVER COST AND REVENUE SHARING AGREEMENT as of the date first
above written:

COUNTY OF PITTSYLVANIA, VIRGINIA, a
political subdivision of the Commonwealth of
Virginia

By: _____
DAVID M. SMITHERMAN, County
Administrator

ATTEST:

HOLLYE M. KEESEE
Executive Assistant, County Administration
County of Pittsylvania, Virginia

APPROVED AS TO FORM:

J. VADEN HUNT
County Attorney
County of Pittsylvania, Virginia

WITNESS the following signature to this AMENDED AND RESTATED
STAUNTON RIVER COST AND REVENUE SHARING AGREEMENT as of the date first
above written:

TOWN OF HURT, VIRGINIA, a Virginia
municipal corporation

By: _____
GARY N. POINDEXTER, Mayor
Town Council

ATTEST:

SUSAN NICHOLS
Clerk
Town of Hurt, Virginia

APPROVED AS TO FORM:

RUSSELL O. SLAYTON, ESQ.
Special Counsel to
Town of Hurt, Virginia

WITNESS the following signature to this ~~STAUNTON RIVER COST~~AMENDED
AND ~~REVENUE SHARING AGREEMENT~~ as of the date first above written:

~~TOWN OF ALTAVISTA, VIRGINIA~~, a Virginia
municipal corporation

By: _____
MICHAEL E. MATTOX, Mayor
Town Council

ATTEST:

~~J. WAVERLY COGGSDALE, III~~
Town Manager and Clerk
Town of Altavista, Virginia

APPROVED AS TO FORM:

~~GREGORY J. HALEY, ESQ.~~
Special Counsel to
Town of Altavista, Virginia

~~WITNESS the following signature to this~~ RESTATED STAUNTON RIVER COST AND REVENUE SHARING AGREEMENT as of the date first above written:

CITY OF DANVILLE, VIRGINIA, a Virginia municipal corporation

By: _____
KEN F. LARKING, City Manager

ATTEST:

SUSAN M. DeMASI
Clerk
City of Danville, Virginia

APPROVED AS TO FORM:

W. CLARKE WHITFIELD, JR.
City Attorney
City of Danville, Virginia