

**RESOLUTION OF THE TOWN COUNCIL OF
THE TOWN OF LURAY, VIRGINIA
APPROVING THE ISSUANCE OF A NON-TAX EXEMPT
GENERAL OBLIGATION PROMISSORY NOTE**

WHEREAS, on December 11, 2017, the Town of Luray, Virginia (the "Town") held a public hearing preceded by public notice concerning the issuance of a \$2,500,000 promissory note for interim financing for construction costs and related expenses of replacing the bridge on West Main Street in Luray, Virginia, (the "Project"); and

WHEREAS, the terms of the promissory note have now been finalized and the Town will now approve the form of the promissory note.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LURAY, VIRGINIA:

1. The Council approves issuance of a promissory note by the Town of Luray, Virginia, in the amount of \$2,500,000 (the "Note"). The Note shall bear interest at the fixed rate of 2.99 percent per annum, and be payable in one payment of all outstanding principle and accrued interest on December 4, 2020. Quarterly payments of accrued interest shall commence on March 4, 2018, with all subsequent interest payments due on the same day of each subsequent quarter. The other terms are set forth in the copy of the Note attached as Exhibit A.

2. The Note shall be a general obligation of the Town of Luray, Virginia, and is backed by the full faith and credit and taxing power of the Town pursuant to Code of Virginia § 15.2-2624.

3. The Council approves the form of the Note attached as Exhibit A, with such changes as may be approved by the Assistant Town Manager or Mayor, either of whom may act, whose approval shall be evidenced conclusively by the execution and delivery of the Note. Council authorizes the Assistant Town Manager, Mayor, and Treasurer to execute the Note on behalf of the Town. The Assistant Town Manager or Mayor, either of whom may act, are further authorized to take all actions reasonably necessary, including but not limited to signing additional documents, to carry out the terms of the Note and this Resolution.

4. The Council authorizes and directs that the proceeds of the Note may be used to fund the Project, reimburse the Town's general fund for Project costs, and reimburse the Town for other costs associated with the Project to the extent permitted by law.

5. The Note shall be registered in the name of the holder on the registration books kept by the Town Treasurer as Registrar, and no transfer shall be valid unless made on such records of the Town at the written request of the holder. The transfer of the Note may be registered by the registered owner in person or by its duly authorized attorney or legal representative at the principal office of the Town. The Town shall, prior to due presentment for registration of transfer, treat the registered owner of the Note as the entity exclusively entitled to payment of principal and interest and the exercise of all other rights and powers of the owner of the Note.

6. The Note shall not be deemed to constitute a debt or pledge of the faith and credit or taxing power of the Commonwealth of Virginia or any political subdivision thereof, except the Town.

7. Notwithstanding anything else to the contrary, nothing contained in the Note or other documents concerning the Note shall create any obligation for any individual officer, director, council member, employee, or agent of the Town in his or her personal capacity.

This Resolution will take effect immediately upon its adoption.

Adopted: December 11, 2017

Mayor

CERTIFICATE

I certify that I am the Clerk of the Town of Luray, Virginia, and that the foregoing is a true copy of a Resolution adopted by the Council of the Town of Luray, Virginia, on December 11, 2017, upon the following vote:

NAME	AYE	NAY	ABSTAIN	ABSENT
Mayor Presgraves ¹				
Ronald "Ron" Vickers				
Jerry Dofflemyer				
Jerry Schiro				
Leroy Lancaster				
Joey Sours				
Leah Pence				

Date: December 11, 2017

[SEAL]

ATTEST: _____
Clerk, Town Council of
Town of Luray, Virginia

¹ Votes only in the event of a tie.

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$2,500,000.00	12-04-2017	12-04-2020		8 / 1	TAA0371	JC05	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.

Borrower: Town of Luray
P.O. Box 69
Luray, VA 22835

Lender: Blue Ridge Bank, N.A.
P.O. Box 609
17 West Main St
Luray, VA 22835

IMPORTANT NOTICE

THIS INSTRUMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR AND ALLOWS THE CREDITOR TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT ANY FURTHER NOTICE.

Principal Amount: \$2,500,000.00

Date of Note: December 4, 2017

PROMISE TO PAY. Town of Luray ("Borrower") promises to pay to Blue Ridge Bank, N.A. ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Million Five Hundred Thousand & 00/100 Dollars (\$2,500,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 2.990% per annum based on a year of 360 days. Interest shall be calculated from the date of each advance until repayment of each advance. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on December 4, 2020. In addition, Borrower will pay regular quarterly payments of all accrued unpaid interest due as of each payment date, beginning March 4, 2018, with all subsequent interest payments to be due on the same day of each quarter after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT; MINIMUM INTEREST CHARGE. In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a minimum interest charge of \$25.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Blue Ridge Bank, N.A.; P.O. Box 609; 17 West Main St; Luray, VA 22835.

LATE CHARGE. If a payment is 7 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by 6.000 percentage points. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, or a trustee or receiver is appointed for Borrower or for all or a substantial portion of the assets of Borrower, or Borrower makes a general assignment for the benefit of Borrower's creditors, or Borrower files for bankruptcy, or an involuntary bankruptcy petition is filed against Borrower and such involuntary petition remains undismissed for sixty (60) days.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest, together with all other applicable fees, costs and charges, if any, immediately due and payable, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Subject to any limits under applicable law, upon default, Borrower agrees to pay Lender's attorneys' fees and all of Lender's other collection expenses, whether or not there is a lawsuit, including without limitation legal expenses for bankruptcy proceedings.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Virginia without regard to its conflicts of law provisions. This Note has been accepted by Lender in the Commonwealth of Virginia.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the applicable courts for Page County, Commonwealth of Virginia.

CONFESSION OF JUDGMENT. Upon a default in payment of this Note at maturity, whether by acceleration or otherwise, Borrower hereby irrevocably authorizes and empowers Robert S. Janney as Borrower's attorney-in-fact to appear in the Page County clerk's office and to confess judgment against Borrower for the unpaid amount of this Note as evidenced by an affidavit signed by an officer of Lender setting forth the amount then due, attorneys' fees plus costs of suit, and to release all errors, and waive all rights of appeal. By a written instrument Lender may appoint a substitute for the above named attorney-in-fact. If a copy of this Note, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Borrower waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on this Note have been paid in full.

**PROMISSORY NOTE
(Continued)**

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$35.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts.

COLLATERAL. This loan is unsecured.

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note may be requested orally by Borrower or as provided in this paragraph. All oral requests shall be confirmed in writing on the day of the request. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following person or persons are authorized, except as provided in this paragraph, to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: **Mary F Broyles, Treasurer/Clerk of Town of Luray or Danielle Babb, Deputy Clerk/Treasurer.** The maximum cumulative advance on this line of credit will be **\$3,900,000.00 with no more than \$2,500,000.00 outstanding at one time.** Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Note, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists; that each financial statement of Borrower supplied to Lender truly and completely discloses Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no contingent obligations except as disclosed in such financial statements.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that Borrower will: promptly inform Lender in writing of (a) all material adverse changes in Borrower's financial condition and (b) all existing and all threatened litigation, claims investigations, administrative proceedings or similar actions affecting Borrower which could materially affect the financial condition of Borrower. Borrower will furnish Lender with, as soon as available, but in no event later than (120) days after the end of each fiscal year, Borrower's Corporate and personal financial statement and Federal Income Tax Returns. All financial reports required to be provided shall be prepared in accordance with accounting principles acceptable to Lender, applied on a consistent basis, and certified by Borrower as being true and correct.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: Blue Ridge Bank P.O. Box 609 Luray, VA 22835.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

TOWN OF LURAY

By: _____ (Seal)
Barry Presgraves, Mayor of Town of Luray

By: _____ (Seal)
Bryan T Chrisman, Acting Town Manager of Town of Luray

By: _____ (Seal)
Mary F Broyles, Treasurer/Clerk of Town of Luray