

**SECOND AMENDMENT TO
INFRASTRUCTURE EXTENSION AGREEMENT**

This Second Amendment to an Infrastructure Agreement is made as of this ____ day of _____, 2020 by and between VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia corporation, hereinafter “VEPCO,” the COUNTY OF YORK, VIRGINIA (hereinafter “the County”), a political subdivision of the Commonwealth of Virginia, and the ECONOMIC DEVELOPMENT AUTHORITY OF YORK COUNTY, VIRGINIA, (hereinafter “the EDA”), a political subdivision of the Commonwealth of Virginia, formerly known as the INDUSTRIAL DEVELOPMENT AUTHORITY OF YORK COUNTY, VIRGINIA.

WHEREAS, by an Infrastructure Extension Agreement dates December 15, 1997, and recorded among the York County land records in Deed Book 994, page 282 (the Agreement), the parties agreed that the County and the EDA would contribute the sum of \$935,629.00 toward the construction by VEPCO of certain infrastructure improvements (including but not limited to roads, stormwater management facilities, and water and sewer facilities) in order to assist in the development of certain property in York County owned by VEPCO which VEPCO desired to develop and subdivide as York River Commerce Park, such amount to be repaid to the County as subdivided parcels in the industrial park were sold by VEPCO; and

WHEREAS, by a First Amendment to the Agreement dated May 11, 2006, and recorded among the York County land records as Instrument Number 060016015, the parties agreed that VEPCO had paid certain sums to the County as reimbursement by reason of the sale by VEPCO of parcels in the industrial park, leaving the amount of \$791,957.98 remaining to be refunded to the County; and

WHEREAS, VEPCO has indicated a desire to sell a portion of the remaining property within the industrial park to T-REX Ventures, LLC, a Delaware limited liability company (“T-REX”), specifically a parcel identified more particularly as that parcel of property consisting of approximately 23.64 acres of vacant land located at 700 Old York Hampton Highway in York County, Virginia, further identified as York County GPIN parcel R08a-1960-3271 (the “Property”), and the parties agree that upon the sale of the Property the County will be entitled to a further reimbursement under the Agreement in the amount of \$378,140.00 (“the Reimbursement Amount”); and

WHEREAS, the County and the EDA deem that the sale of the Property to T-REX, and T-REX’s intended use of the Property, will be beneficial to the County and will enhance economic development within the County, and therefore have agreed with T-REX that the Reimbursement Amount shall be allowed to T-REX to be applied as a credit against the purchase price of the Property.

NOW THEREFORE, inconsideration of the foregoing, the parties agree as follows:

1. Upon a sale of the Property by VEPCO to T-REX, VEPCO shall allow the sum of \$378,140.00 to be applied as a credit against the purchase price of the Property.

2. Upon the application of the Reimbursement Amount as a credit to T-REX upon closing on the sale of the Property, VEPCO shall be relieved of any obligation to reimburse the County in such amount, and the amount remaining to be reimbursed to the COUNTY under the Agreement as amended shall then be \$413,817.98.

3. Except as provided herein, the Agreement, as amended by the First Amendment referenced above, shall remain in full force and effect.

4. This agreement shall be recorded in the land records of the York County circuit court.

5. In the event that, for any reason, T-REX shall not close on the purchase of the Property from VEPCO, then this Second Amendment to the Agreement shall be of no force and effect.

6. T-REX shall be a third party beneficiary of this Agreement with rights to enforce this Agreement.

(Signature pages follow)

WITNESS the following signatures and seals:

VIRGINIA ELECTRIC AND POWER COMPANY

By: _____(SEAL)

Title: _____

COMMONWEALTH OF VIRGINIA

City/County of _____, to wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, _____ of Virginia Electric and Power Company, a Virginia corporation, on behalf of the corporation.

Notary Public

My commission expires: _____

Registration No.: _____

COUNTY OF YORK, VIRGINIA

By: _____(SEAL)
County Administrator

Approved as to form:

County Attorney

COMMONWEALTH OF VIRGINIA

City/County of _____, to wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Neil A. Morgan, County Administrator.

Notary Public

My commission expires: _____

Registration No.: _____

ECONOMIC DEVELOPMENT AUTHORITY
OF YORK COUNTY, VIRGINIA

By: _____(SEAL)
Chairman

COMMONWEALTH OF VIRGINIA

City/County of _____, to wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by R. Anderson Moberg, Chairman.

Notary Public

My commission expires: _____

Registration No.: _____