

PAYING AGENT, REGISTRAR AND TRANSFER AGENT AGREEMENT

THIS PAYING AGENT, REGISTRAR AND TRANSFER AGENT AGREEMENT ("Agreement"), is entered into as of August 20, 2019, by and between the County of Spotsylvania, Virginia (the "Issuer"), and U.S. Bank National Association ("Bank", "Paying Agent", "Registrar", or "Transfer Agent", as the case may be). The Issuer has duly authorized and provided for, pursuant to a resolution adopted by the Board of Supervisors of the Issuer on June 27, 2019 (the "Authorizing Document"), the issuance of bonds, entitled the County of Spotsylvania, Virginia \$_____ General Obligation Public Improvement and Refunding Bonds, Series 2019 (the "Bonds"), to be issued as fully registered bonds without coupons. The Issuer and the Bank wish to provide the terms under which Bank will act as Paying Agent, Registrar and Transfer Agent for the Bonds. The Issuer has duly authorized the appointment of the Bank as Paying Agent, Registrar and Transfer Agent. The Issuer and the Bank mutually agree as follows:

Section 1. Definitions. For all purposes of this Agreement:

"Bond Register" means the book or books of registration kept by the Bank in which are maintained the names and addresses and principal amounts registered to each Registered Owner.

"Registered Owner" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever in whose name a Bond is registered in the Bond Register.

Section 2. Appointment and Acceptance. The Issuer hereby appoints the Bank, and the Bank accepts such appointment, to act as Paying Agent, Registrar and Transfer Agent for the Bonds pursuant to the terms of this Agreement.

Section 3. Compensation. The Issuer hereby agrees to pay the Bank the fees and expenses outlined on the fee schedule letter, a copy of which is attached as Exhibit A to this Agreement.

Section 4. Duties of Paying Agent. Provided sufficient collected funds have been delivered to it by the Issuer hereunder, the Paying Agent shall pay on behalf of the Issuer the principal of, redemption premium, if any, and interest on each Bond in accordance with the provisions of such Bond and the Authorizing Document.

Section 5. Receipt of Funds. The Issuer hereby agrees to provide the Paying Agent with sufficient funds to make principal and interest payments as follows: (a) payment by check must be received by the Paying Agent at least 5 business days prior to payment date and (b) payment by wire must be received by Paying Agent by 11:30 a.m. Central Time one business day prior to the payment date. If available funds are not provided to the Paying Agent as required hereunder, payment of items may be refused and the Issuer may be charged for reasonable expenses incurred and extra service provided in accordance with the Bank's current schedule.

Section 6. Duties of Registrar and Transfer Agent. (a) Every Bond surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an eligible guarantor institution, in form acceptable to the Bank, duly executed by the Registered Owner thereof or his/her attorney duly authorized in writing. The Bank may request any supporting documentation it deems necessary or appropriate to effect a re-registration. The Bank will maintain records as Bond Registrar in accordance with its general practices and procedures. For every transfer or exchange of Bonds, the Bank may impose on the owner thereof a charge sufficient to pay or reimburse the Bank for any associated tax or other governmental charge or expense associated with the transfer. The Bank shall incur no liability for its good faith refusal to make transfers that the Bank, in its sole judgment, deems improper or unauthorized.

(b) All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly cancelled by it and, if surrendered to the Issuer, shall be delivered to and cancelled by the Bank. The Issuer may at any time deliver to the Bank for cancellation any Bonds previously authenticated and delivered.

(c) In case any Bond shall become mutilated or be destroyed, stolen or lost, the Bank shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Bank in connection therewith and, in the case of a Bond destroyed, stolen or lost, upon filing by the owner with the Bank of evidence satisfactory to the Bank that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Bank of an appropriate bond of indemnity in form, substance and amount as satisfactory to the Bank. All Bonds so surrendered to the Bank shall be canceled by it and returned to the Issuer upon its request. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment, provided that the owner shall first provide the Bank with a bond of indemnity as set forth above.

(d) [Reserved]

Section 7. Duties and Protections of Bank. (a) The Bank undertakes to perform only such duties expressly set forth herein and no duties shall be implied. The Bank has no fiduciary or discretionary duties of any kind.

(b) The Bank shall not be liable for any error of judgment made in good faith. The Bank shall not be liable except to the extent that a court of competent jurisdiction determines that the Bank's gross negligence or willful misconduct in breach of its obligations hereunder was the sole cause of any loss to the Issuer. The Bank may seek adjudication, including by way of interpleader of any adverse claim or controversy hereunder in a court of competent jurisdiction.

(c) No provision of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability or to take any legal action or commence any proceeding in connection with this Agreement, the Bonds or money held or disbursed by the Bank hereunder.

(d) The Bank shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. The Bank may conclusively rely and be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Bank need not examine the ownership of any Bond, but shall be protected in acting upon receipt of any Bond containing an endorsement or any instruction or power of transfer which the Bank believes to be signed by the proper party or parties.

(e) The Bank may consult with counsel, and the advice or opinion of counsel shall be full authorization and protection with respect to any action taken or omitted by it hereunder in good faith reliance thereon. The Bank may exercise any of the powers and perform any duties hereunder directly or by agents and shall not be liable for the actions of such agent appointed in good faith. The Bank shall not be responsible for delays or failures in performance resulting from acts beyond its control, including without limitation acts of God, strikes, acts of war or terror, governmental regulations, fire, communication line failures, computer viruses, power failures, or other disasters. The Bank is authorized to comply with orders issued or process entered by any court.

Section 8. May Own Bonds. The Bank in any capacity may become the owner or pledgee of Bonds and may be interested in any financial or other transaction with the Issuer.

Section 9. Money held by Bank. Money held by the Bank hereunder shall be held uninvested in a non-interest bearing, non-segregated account. Any money held by the Bank to pay the principal, redemption premium, if any, or interest on any Bond and remaining unclaimed by the Registered Owner or by the Issuer (which claim by the Issuer shall be made in writing) after maturity and prior to escheatment will be escheated pursuant to applicable state law. If funds are returned to the Issuer, the Issuer and the Bank agree that the Registered Owner of such Bond shall thereafter look only to the Issuer for payment thereof and that all liability of the Bank with respect to such moneys shall thereupon cease.

Section 10. [Reserved]

Section 11. Notices. Any request, demand, authorization, direction, notice, consent, waiver or other communication hereunder shall be delivered in a manually signed document mailed, sent by fax or email or delivered to the Issuer or the Bank, respectively, at the address shown below, or such other address as may have been given by one party to the other by fifteen (15) days' written notice:

If to the Issuer:

County of Spotsylvania, Virginia
8800 Courthouse Road
Spotsylvania, Virginia 22553
(Attention: Director of Finance)

If to the Bank:

1021 East Cary Street
Suite 1850
Richmond, Virginia 23219
(Attention: Becky D. Burton)

Section 12. Entire Agreement, etc. This Agreement (a) shall constitute the entire agreement between the parties hereto concerning the subject hereof and contains nothing, express or implied, that is intended to or shall confer upon any person or entity, other than the signatory parties hereto, any right, benefit or remedy under this Agreement, (b) may be amended only by an agreement in writing signed by both of the parties hereto and (c) shall be construed in accordance with and shall be governed by the laws of the Commonwealth of Virginia without reference to conflict of laws principles. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. To the extent of any conflict between the terms of this Agreement and those of the Authorizing Document, the terms of this Agreement shall control.

Section 13. Term and Termination. Either party may terminate this Agreement by written notice mailed to the other party at least thirty (30) day prior to termination date, upon which event the Bank shall return all cash and Bonds in its possession to the Issuer or pursuant to its order, after deduction and payment to the Bank of its unpaid fees and non-reimbursed expenses, together with a copy of the Bond Register. The provisions of Section 3 hereof shall survive and remain in full force and effect following the termination of this Agreement.

Section 14. Documents to be filed with the Bank. The Issuer shall file with the Bank: (a) a copy of the opinion of bond counsel provided to the Issuer in connection with the issuance of the Bonds and (b) such other documents that the Bank may reasonably request, including, if applicable, a specimen Bond certificate and a copy of the Authorizing Document.

Section 15. Identifying Information. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a legal entity, the Bank requires documentation to verify its formation and existence. The Bank may also request financial statements, licenses, and identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Issuer and the Bank have caused this Agreement to be executed in their respective names by their duly authorized representatives, in two counterparts, each of which shall be deemed an original.

COUNTY OF SPOTSYLVANIA, VIRGINIA,
Issuer

By: _____
County Administrator

U.S. BANK NATIONAL ASSOCIATION, as
Paying Agent, Registrar and Transfer Agent

By: _____
Authorized Representative

Exhibit A

[To be attached by Paying Agent]