

RUSSELL 150 COMMUNITY DEVELOPMENT AUTHORITY

Meeting Notice and Agenda
Monday, November 23, 2015 – 3:00 p.m.

Meeting Notice: The Russell 150 Community Development Authority will meet on Monday, November 23, 2015 at 3:00 p.m. in the Closed Session Room, Board of Supervisors Meeting Room, County Administration Building, 107 N. Kent Street, Winchester, Virginia 22601.

Agenda:

CALL TO ORDER

ACTION ITEMS

- (1) Approval of Minutes of March 30, 2015 Meeting.
- (2) Consideration of Revised Continuing Disclosure Agreement.
- (3) Other Matters As May Be Brought Before the Board

ADJOURNMENT

Russell 150 Community Development Authority
March 30, 2015

A meeting of the Russell 150 Community Development Authority was called to order on March 30, 2015 in the Board of Supervisors Closed Session Room, 107 North Kent Street, Winchester, Virginia, at approximately 2:00 p.m.

CDA Board Members present: John Marker
 Whitney "Whit" Wagner
 Frank Brumback
 Scot Marsh
 Walter Aikens

Also present were: Jay E. Tibbs, Deputy County Administrator; Faizan Habib, Muncip, Angela Rudolph, Rutherford & Johnson; and Raya Zimmerman, *The Winchester Star*.

Participating via telephone were: Roger Wiley, Hefty & Wiley, CDA legal counsel; Ty Lawson, Lawson & Silek; and Earl Cole and James Trezano, MMA.

Mr. Marker called the meeting to order.

The first item on the agenda was the election of officers. Upon a motion by Mr. Wagner, seconded by Mr. Marsh, the board approved the existing slate of officers (Chairman – Mr. Marker; Vice-Chairman- Mr. Wagner; Secretary/Treasurer – Mr. Brumback).

Upon a motion by Mr. Brumback, seconded by Mr. Wagner, the minutes from the September 14, 2014 meeting were unanimously approved.

Mr. Faizan Habib provided the CDA with a special assessment update from Muni-Cap for tax year 2015. The annual installment totaled \$538,073 for 2015.

Mr. Earl Cole advised that MMA was committed to paying taxes and assessments on time in order to keep the CDA current and would continue to do so until the land is sold.

Upon a motion by Mr. Wagner, seconded by Mr. Aikens, the CDA approved the special assessment roll for the 2015 tax year.

There being no further business, the meeting was adjourned at 2:14 p.m.

John Marker, -Chairman

RUSSELL 150

Replacement Continuing Disclosure Agreement

Rationale: The 2007 Continuing Disclosure Agreement was intended to report on defaults and to provide regularly scheduled information about the status of the development of the District to bondholders and potential bondholders, and was intended to be binding on successors to the original developer. However, the chain of succession was broken when the original developer lost its property in a court-approved sale by auction. A replacement disclosure agreement is needed now that R 150 SPE, LLC has the property under contract for sale to a third party, which is not affiliated with MuniMae TEI Holdings, LLC, the current bondholder.

Substantive Differences between Original and Replacement Agreements

Obligations of the Authority and MuniCap:

- Annual Financial Information will be due 120 days after fiscal year (instead of 90 days) [as before, if audited financials are not available by due date, unaudited financials will be provided and audited financials will be provided when available]

Obligations of the Developer (and its successors):

- New obligation to provide balance sheets semiannually
- New obligation to report on net worth requirement of at least \$5 million and liquidity of at least \$1/2 million
- New obligation to report on ratio of Special Assessments and real property taxes owed for each semiannual period against amounts actually collected
- New obligation to project ratio of Special Assessments and real property taxes owed for each semiannual period against amounts likely to be collected
- New prohibition against allowing mechanic's or other liens on property
- New prohibition against failing to comply with zoning and subdivision requirements

Note: The prospective buyer, Heritage Commons, LLC, has reviewed these new obligations (which are described in the sale agreement as well as the draft replacement disclosure agreement). It is possible that the new obligations may be modified in further discussions with Heritage Commons. Under no circumstances will the obligations of the Authority be increased.

CONTINUING DISCLOSURE AGREEMENT

THIS CONTINUING DISCLOSURE AGREEMENT (this "Disclosure Agreement"), dated as of _____, 2015 (the "Effective Date"), is executed and delivered by (i) RUSSELL 150 COMMUNITY DEVELOPMENT AUTHORITY (the "Authority"), (ii) R 150 SPE, LLC ("the Developer"), and (iii) MUNICAP, INC. (the "Administrator").

This Disclosure Agreement replaces in its entirety that certain Continuing Disclosure Agreement, dated as of May 1, 2007 (the "Original Continuing Disclosure Agreement"), executed and delivered by the Authority, the Administrator, and Russell 150 LC (the "Original Developer"), which was entered into in connection with the issuance by the Authority of its (i) \$5,470,000 Special Assessment Bonds, Series 2007A, and its \$15,685,000 Special Assessment Bonds, Series 2007B (together, the "Bonds"). The Bonds were issued pursuant to the terms of an Indenture of Trust dated as of May 1, 2007 (the "Original Indenture"), between the Authority and Regions Bank, Richmond, Virginia, as trustee (the "Trustee"). The Bonds were sold through a private placement. In connection with such purchase, a Private Placement Memorandum dated July 16, 2007, was prepared by the Original Developer and the Authority (the "PPM"), relating to the Bonds.

The Bonds were issued to finance the costs of certain infrastructure improvements described in the Original Indenture relating to a mixed-use development to be located on approximately 150 acres in the County of Frederick, Virginia (the "County") (and comprising the District, as defined in the Indenture), and to fund certain reserves and pay construction period interest, administrative expenses and the costs of issuing the Bonds. The Original Developer failed to develop the District and to satisfy certain liens on land in the District. Pursuant to a sale by auction, as approved by the Circuit Court of the County of Frederick, Virginia, the Developer purchased all the land comprising the District. The Original Indenture was amended by that certain First Amendment to Indenture of Trust, effective as of November 12, 2014, by and between the Authority and the Trustee, and consented to by the Developer and its affiliate, MuniMae TEI Holdings, LLC, as the beneficial owner of 100% of the outstanding principal amount of the Bonds (the "First Amendment" and together with the Original Indenture, the "Indenture").

The intent of the Original Continuing Disclosure Agreement was to bind the successors and assigns of the Original Developer; however, as the Developer bought the land comprising the District at auction, the Developer is not a successor or assign of the Original Developer and the Original Continuing Disclosure Agreement is no longer in effect. The Developer has entered into an agreement to sell the land comprising the District to a prospective purchaser that intends to develop the District. Prior to consummation of this sale, the Developer desires to enter into a new continuing disclosure agreement for the protection of MuniMae TEI Holdings, LLC and any potential beneficial owners of the Bonds.

The parties, as applicable, hereby represent, covenant and agree as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the parties hereto for the benefit of the Holders (as defined below).

Section 2. Definitions. Capitalized terms not otherwise defined herein shall have the same meaning as assigned to such terms in the Indenture. In addition, the following capitalized terms shall have the following meanings:

"Affiliate" means any corporation, limited liability company, partnership, other form of business organization, entity, or, as applicable, natural person, which, whether by ownership or any formal or informal arrangement, controls, or is controlled by, the Developer, or is controlled by one or more of the same entities or natural persons that controls the Developer.

"Annual Financial Information" with respect to any Fiscal Year of the Authority means the following:

(i) the annual financial statements of the Authority, which (A) are prepared annually in accordance with generally accepted accounting principles in effect from time to time consistently applied (provided that nothing in this clause (A) will prohibit the Authority after the date of the PPM from changing such principles so as to comply with generally accepted accounting principles as then in effect or to comply with a change in applicable Virginia law); and (B) are audited by an independent certified public accountant or firm of such accountants; and

(ii) updates to the information contained in the PPM entitled "ANNUAL DEBT SERVICE AND SPECIAL ASSESSMENT PROJECTIONS" as well as financial information and operating data of the Authority concerning:

- (A) Summary of Administrative Expenses;
- (B) Listing of any District taxpayer or taxpayers representing more than five percent (5%) of the levy of Special Assessments, the amount of the levy of Special Assessments against such landowners, the percentage of such Special Assessments relative to the entire levy of Special Assessments within the District, all as of the previous July 1;
- (C) The result of any tax sales of District property;
- (D) Any changes to the identity of the Administrator or the Developer;
- (E) The total amount of Special Assessments on all property subject to Special Assessments by the Authority as of the first and last days of such Fiscal Year, together with the amount of Special Assessments prepaid during such Fiscal Year;
- (F) The amount of Special Assessments levied during such Fiscal Year, and assessed valuation and Special Assessments for all parcels within the District, as of the previous July 1;
- (G) The amount of Special Assessments collected from the property

owners during such Fiscal Year;

- (H) The amount of Special Assessment delinquencies greater than six months, one year and two years, and, if delinquencies amount to more than ten percent (10%) of amount of Special Assessment due in any year, a list of delinquent property owners;
- (I) The amount of delinquent Special Assessments by Fiscal Year: (1) which are subject to institution of foreclosure proceedings (but as to which such proceedings have not been instituted); (2) which are currently subject to foreclosure proceeding which have not been concluded; (3) which have been reduced to judgment but not collected; and (4) which have been reduced to judgment and collected and the results of any tax sales of District property;
- (J) All fund balances in all Funds and Accounts held under the Indenture;
- (K) The total amount of the Bonds of each series Outstanding;
- (L) The principal and interest paid on each series of Bonds during the most recent Fiscal Year and the minimum scheduled principal and interest required to be paid on each series of Bonds in the next Fiscal Year;
- (M) Any changes to the methodology for levying the Special Assessments in the District since the report of the most recent Fiscal Year;
- (N) Any significant amendments to land use entitlements or legal challenges to the construction of the infrastructure improvements of which the Authority or the Administrator has actual knowledge;
- (O) Any material changes in the nature of the infrastructure improvements; and
- (P) A description of any amendment to this Agreement and a comparison of any change in the financial statements of the Authority.

"Bulk Sale Purchaser" shall mean any purchaser of unfinished lots in bulk from the Developer.

"Developer" shall mean R 150 SPE, LLC, and its successors and assigns (subject to Section 16 hereof).

"Dissemination Agent" shall mean, initially, the Administrator and thereafter shall mean such entity designated in writing by the Authority to serve as the successor Dissemination Agent and which has filed with the Authority a written acceptance of such designation.

"Effective Date" shall have the meaning given to this term in the preamble to this

Disclosure Agreement.

"Fiscal Year" shall mean the twelve-month period (or shorter period with respect to the Authority's fiscal year ending June 30, 2008), at the end of which the financial position of the Authority and results of its operations for such period are determined. Currently, the Authority's Fiscal Year begins July 1 and continues through June 30 of the next year.

"Holder" shall mean, for purposes of this Disclosure Agreement, any person who is a record owner or beneficial owner of a Bond.

"MSRB" means the Municipal Securities Rulemaking Board.

"NRMSIR" has the meaning set forth in Section 7 of this Disclosure Agreement.

"Provide" or "Provided" has the meaning set forth in Section 7 of this Disclosure Agreement.

"Rule" means Rule 15c2-12 under the Securities Exchange Act of 1934, as in effect from time to time. "SEC" means the U.S. Securities and Exchange Commission.

"SID" means any state-based information depository existing from time to time in the Commonwealth of Virginia for the purpose of receiving information concerning municipal securities.

Section 3. Obligations of the Authority. (a) The Authority shall Provide, or cause to be Provided by the Dissemination Agent (if different from the Authority), the Annual Financial Information (i) not later than 120 days after the end of each Fiscal Year beginning with the Fiscal Year ending June 30, 2016 and (ii) not later than 180 days after the end of the Fiscal Year ending June 30, 2015. If audited financial statements are not available as of the date by which the Annual Financial Information is to be provided, the Authority will provide such unaudited financial statements as are then available and will provide the audited financial statements when they become available. In the case of the Annual Financial Information which is not available to the Authority, the Authority covenants to use its best efforts to obtain such information from appropriate sources and to promptly provide such information upon, and subject to, receipt from such sources.

(b) The Authority shall provide or cause to be provided by the Dissemination Agent (if different from the Authority), in a timely manner, notice of any of the following events that may from time to time occur with respect to the Bonds, but with respect to items in (i) through (xi), only if material:

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;

- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions or events affecting the tax-exempt status of the Bonds;
- (vii) modifications to rights of Holders;
- (viii) bond calls;
- (ix) defeasances;
- (x) release, substitution, or sale of property securing repayment of the Bonds;
- (xi) rating changes; and

(xii) the failure of the Authority on or before the date required by this Disclosure Agreement to provide Annual Financial Information to the persons and in the manner required by this Disclosure Agreement;

provided that nothing in this subsection (b) shall require the Authority to maintain any debt service reserve, credit enhancement or credit or liquidity providers with respect to the Bonds or to pledge any property as security for repayment of the Bonds.

(c) The Authority shall provide notice of any change in its Fiscal Year not later than the date on which it first provides any information in the then current Fiscal Year.

(d) Any information required to be included in the Annual Financial Information may be included by specific reference to other documents previously provided to each NRMSIR and to any appropriate SID, or filed with the SEC; provided, however, that any final official statement incorporated by reference must be available from the MSRB.

Section 4. Reporting Obligations and Covenants of the Developer. The Developer shall provide, at its own cost and expense, to the Administrator, the Dissemination Agent (if different from the Administrator) and the Major Bondholder the information described in this Section 4, and the Dissemination Agent shall promptly provide such information upon receipt from the Developer. The Developer shall provide the information described in paragraphs (i) through (vii) below during the period from the Effective Date until such time as the Developer (including any Affiliate) no longer is responsible for the payment of Special Assessments equal to at least 15% of the annual debt service on the Bonds for any year. Thereafter, the Developer shall provide the information described in paragraph (iv) below and continue to comply with the covenants in paragraphs (viii) and (ix) until its obligation under this Disclosure Agreement terminates. With respect to paragraphs (i) through (v), such information shall be provided not later than thirty (30) days after each January 1, April 1, July 1 and October 1 (beginning April 1, 2017).

The information to be provided by the Developer shall include information concerning the following:[**This Section may be modified at the suggestions of Developer’s prospective buyer, if such modifications are acceptable to Developer and the Major Bondholder**]

- (i) Statement with respect to the Developer or any Affiliate as to the status of development loans and any permanent financing with respect to any development undertaken by the Developer in the District not financed with Bond proceeds, including loan balance, interest rate, existence of deeds of trust or other similar encumbrances against the property within the District, existence of any default and remaining term;
- (ii) Statement as to available funds to complete the District development under construction as contemplated (both Bond financed and non-Bond financed development undertaken by the Developer);
- (iii) Status of any legal challenges to the construction or development within the District as known to the Developer;
- (iv) A description of any new contracts executed to purchase parcels/lots in the District and any amendments to existing contracts, the total number of parcels/lots settled with Bulk Sale Purchasers or other property owners and the identification of such Bulk Sale Purchasers or other property owners;
- (v) The status of any governmental approvals (other than customary home building permits required after a delivery of a finished lot) required for completion of the infrastructure improvements or other improvements within the District;
- (vi) (1) As soon as available, but in any event within thirty (30) days after the end of each June 30 and each December 31 (each a “Semiannual Period”), Developer shall provide the balance sheet of Developer as of the end of such Semiannual Period, prepared by management of Developer in accordance with generally accepted accounting principles, and in form and content reasonably satisfactory to the Major Bondholder (or the Administrator if there is no Major Bondholder), and (2) Developer shall maintain a net worth of not less than \$5,000,000 and liquid assets (exclusive of any escrow deposit intended to pay the Special Assessments and real property taxes due and payable for calendar years 2016 and 2017, pursuant to an escrow agreement for the benefit of the Major Bondholder) of not less than \$500,000 (the “**Net Worth & Liquidity Requirement**”). Each semiannual delivery of the balance sheet shall be accompanied by a certificate of the chief financial officer or managing member of Developer certifying (a) that such balance sheet is true, correct and complete in all material respects and fairly presents the financial condition of Developer and the land in the District owned by Developer for the specified Semiannual Period, (b) that the Net Worth & Liquidity Requirement has been satisfied for the

specified Semiannual Period, and (c) except as disclosed in writing to the Major Bondholder, the Administrator and the Dissemination Agent (if different from the Administrator), no material adverse changes in the financial condition of Developer or the land in the District owned by Developer have occurred from the date of such balance sheet;

- (vii) Commencing in calendar year 2018, on or before January 10th and July 10th of each year, (1) calculations showing the ratio of (a) the sum of the Special Assessments and real estate tax payments with respect to the land in the District owned by Developer and/or its Affiliates and actually collected from Developer and/or its Affiliates with respect to the immediately preceding Semiannual Period in relation to (b) the sum of the Special Assessments and real estate tax payments with respect to such Semiannual Period that were required to satisfy the principal and interest obligations due and payable on the Bonds relating to such Semiannual Period, and (2) projections for the Semiannual Period commencing on the immediately preceding January 1st or July 1st, as applicable, of the ratio of (a) the sum of the Special Assessments and real estate tax payments with respect to the land in the District owned by the Developer and/or its Affiliates likely to be collected from Developer and/or its Affiliates with respect to such Semiannual Period in relation to (b) the sum of the Special Assessments and real estate tax payments with respect to such Semiannual Period that are required to satisfy the principal and interest obligations due and payable on the Bonds relating to such Semiannual Period. For example, on or before January 10, 2018, Developer shall provide ratios (x) for the Special Assessments and real estate tax payments actually collected for the Semiannual Period ending on December 31, 2017 and (y) for the Special Assessments and real estate tax payments projected to be collected for the Semiannual Period ending on June 30, 2018;
- (viii) Developer shall not permit any mechanic's or other liens to be or to remain filed against any portion of the land in the District owned by Developer and/or its Affiliates. On or before ninety (90) days after the filing of any such lien, the lien shall be, at the Major Bondholder's option (or the Administrator if there is no Major Bondholder), (a) satisfied or secured by posting with the Major Bondholder (or the Administrator, as applicable) a surety bond or a letter of credit, either of which must be issued by an institution approved by and in a form and amount satisfactory to the Major Bondholder (or the Administrator, if applicable), (b) insured over by a nationally recognized title insurance company pursuant to an endorsement to Developer's (or its Affiliate's, as applicable) title insurance policy relating to the land in the District owned by the Developer (or Affiliate, as applicable), in form and substance acceptable to the Major Bondholder (or the Administrator, if applicable), or (c) released of record; and
- (ix) Developer will not take any action or fail to take any action that would result

in any portion of the land in the District owned by Developer and/or its Affiliates failing to comply with applicable zoning ordinances and laws or with any special use permit, variance, exception, or other special zoning authorization applicable thereto, or any subdivision ordinance.

Section 5. Events Reporting Obligations of Developer. Whenever the Developer obtains actual knowledge of the occurrence of one or more of the following events, the Developer shall notify the Administrator, the Dissemination Agent (if different than the Administrator) and the Major Bondholder of such occurrences and the Dissemination Agent shall immediately report such event in the manner as provided in Section 7 for the events specified therein: **[This Section may be modified at the suggestions of Developer's prospective buyer, if such modifications are acceptable to Developer and the Major Bondholder]**

- (i) failure to pay any real property taxes or Special Assessments levied within the District on a parcel owned by the Developer;
- (ii) material damage to or destruction of any development or improvements within the District;
- (iii) material default by the Developer or any Affiliate on any loan with respect to the development or permanent financing of District development undertaken by the Developer;
- (iv) material default by the Developer or any Affiliate on any loan secured by property within the District owned by the Developer or any Affiliate;
- (v) payment default by the Developer on any loan to such Developer or by any Affiliate on any loan to such Affiliate (whether or not such loan is secured by the property within the District);
- (vi) the filing of the Developer or any Affiliate or any owner of more than 25% interest in the Developer or any Affiliate in bankruptcy or any determination that the Developer or any Affiliate or any owner of more than 25% in the Developer or any Affiliate is unable to pay its debts as they become due;
- (vii) the filing of any lawsuit with claim for damage, in excess of \$1,000,000 against the Developer or any Affiliate which may adversely affect the completion of the District development or litigation which would materially adversely affect the financial conditions of the Developer or Affiliate; and
- (viii) any change in the legal structure, chief executive officer or ownership of the Developer.

Section 6. Obligations of the Administrator. The Administrator has accepted the role of Dissemination Agent pursuant to an agreement between the Administrator and the Authority relating to these services (the "Administration Agreement"). The Administrator shall assist the

Authority in preparing the information needed for the Annual Report.

Section 7. Information Provided. Information shall be deemed to have been "Provided" for purposes of this Disclosure Agreement if transmitted to the following as herein required:

- (i) each nationally recognized municipal securities information repository ("NRMSIR") approved as such by the SEC from time to time, at its then current address, including the following NRMSIRs existing as of the date hereof:

Bloomberg Municipal Repository
100 Business Park Drive
Skillman, New Jersey 08558
Phone: (609) 279-3225
Fax:(609) 279-5962
<http://www.bloomberg.com/markets/rates/municontacts.html> Email: Munis@Bloomberg.com

DPC Data Inc.
One Executive Drive
Fort Lee, NJ 07024
Phone: (201) 346-0701
Fax: (201) 947-0107
<http://www.dpcdata.com>
Email: nrmsir@dpcdata.com

FT Interactive Data
Attn: NRMSIR
100 William Street, 15th Floor
New York, New York 10038
Phone: (212) 771-6999
Fax:(212) 771-7390 (Secondary Market Information)
(212) 771-7391 (Primary Market Information) \
<http://www.ftid.com>
Email: NRMSIRinteractivedata.com

Standard & Poor's Securities
Evaluations, Inc. 55 Water Street
45th Floor
New York, NY 10041
Phone: (212) 438-4595
Fax:(212) 438-3975
www.dikennv.com/ijkenny/pser_descrip_data_rep.html
Email: nrmsirrepositorva_sandp.com

- (ii) the SID (at its then current address), if any;
- (iii) the Trustee;

- (iv) the Major Bondholder at the following address or such other address as the Major Bondholder shall provide in writing:

MuniMae TEI Holdings, LLC
c/o MMA Capital Management
621 E. Pratt Street, Suite 600
Baltimore, Maryland 21202
Attn: James Chiusano
Tel: 443-263-2900
Fax: 443-263-2886; and

- (v) any beneficial holder of at least \$1,000,000 in aggregate principal amount of the Bonds who provides to the Administrator or Dissemination Agent (A) a written request to receive such information directly, (B) evidence of holding such amount of the Bonds and (C) address information for receipt of such information.

In lieu of filing with the NRMSIRs listed in (i) above, any filing under this Disclosure Agreement may be made solely by transmitting such filing to the Texas Municipal Advisory Council (the "MAC") as provided at <http://www.disclosureusa.org> unless the SEC withdraws the interpretive advice in this letter to the MAC dated September 7, 2004.

Section 8. CUSIP Numbers. The Authority shall reference, or cause the Dissemination Agent (if different from the Authority) to reference, the CUSIP prefix number for the Bonds in any notice Provided.

Section 9. Termination of Reporting Obligation. This Disclosure Agreement with respect to a Series of the Bonds shall terminate upon the earlier to occur of the legal defeasance or payment in full of the Bonds of such series. The obligations of the Developer under this Disclosure Agreement shall terminate at the earlier to occur of (a) the date on which the Developer (including any Affiliate) has transferred title to all of its lots in the District to any entity other than an Affiliate or (b) the date on which the Authority and the Administrator's obligations under this Disclosure Agreement terminate.

Section 10. Dissemination Agent. The Authority may, from time to time, appoint or engage a successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Administrator may resign its duties under this Disclosure Agreement as provided for in the Administration Agreement. If at any time there is not any other designated Dissemination Agent, the Authority shall be the Dissemination Agent.

Section 11. Amendment. Notwithstanding any other provision of this Disclosure Agreement, the parties may amend this Disclosure Agreement, if such amendment in the judgment of the Administrator does not materially reduce the scope of the parties' undertaking for the benefit of the Holders from that set forth in this Disclosure Agreement on the date of its execution.

Section 12. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Authority from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or

including any other information in any Annual Financial Information or notice of occurrence of an event listed in Section 3(b) or Section 5, in addition to that which is required by this Disclosure Agreement. If the Authority chooses to provide any information in addition to that which is specifically required by this Disclosure Agreement, the Authority shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Financial Information or notice Provided hereunder.

Section 13. Default. The parties under this Disclosure agreement shall be given written notice by any Holder, whether acting jointly or severally, of any claimed failure by one or more of such parties (as the case may be) to perform its obligations under this Disclosure Agreement, and such party(ies) shall be given thirty (30) days to remedy any such claimed failure; provided, however, that such thirty day period shall be extended to sixty (60) days to cure such failure, if the party(ies) is diligently attempting to cure such failure. Any suit or other proceeding seeking further redress with regard to any such claimed failure by such party(ies) shall be limited to specific performance as the adequate and exclusive remedy available in connection with such action.

A default under this Disclosure Agreement shall not be deemed an event of default under the Indenture or the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of provision shall be an action to compel performance.

Section 14. Limited Liability of Authority and Administrator. No person shall have any claim against the Authority or Administrator or any of their respective officers, officials, agents, or employees for damages suffered as a result of the Authority's or Administrator's failure to perform in any respect any covenant, undertaking, or obligation under this Agreement; provided, however, that nothing contained herein shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the Authority or Administrator or any of their respective officers, officials, agents, or employees to specifically enforce the provisions of this Agreement. The Authority and Administrator shall not have any duty or obligation to review or verify any information, disclosures or notices provided to it, and shall not be deemed to be acting in any fiduciary capacity for any other party. The Authority and Administrator shall not have any responsibility for any party's failure to report a material event or a duty to determine the materiality thereof. Neither the Authority nor the Administrator shall have any duty to determine, or liability for failing to determine, whether any party has complied with this Disclosure Agreement.

Section 15. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Authority, the Developer, the Major Bondholder, and such other Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 16. Successors and Assigns; Disclosure Agreement Not Recorded. The rights and obligations hereunder are intended to run and inure to any and all successors and assigns of the parties hereto; provided, however, that this Disclosure Agreement shall be binding solely on any successor or assignee of the Developer that succeeds to the interest of the Developer as the developer of the District or any remaining unsold portion thereof, and this Disclosure Agreement shall not be binding on any other purchasers of parcels and lots, including Bulk Sale Purchasers. This Disclosure Agreement shall not be recorded.

Section 17. Governing Law. This Disclosure Agreement shall be governed by,

subject to and construed in accordance with the federal securities laws, where applicable, and the laws of the Commonwealth of Virginia, without reference to the choice of law principles thereof.

Section 18. Counterparts. This Disclosure Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures appear on the following pages.]

**RUSSELL 150 COMMUNITY DEVELOPMENT
AUTHORITY**

By: _____
Name: _____
Title: _____

R 150 SPE, LLC

By: _____
Name: _____
Title: _____

MUNICAP, INC., as Administrator

By: _____
Keenan Rice
President

CONTINUING DISCLOSURE AGREEMENT

THIS CONTINUING DISCLOSURE AGREEMENT ~~dated as of May 1, 2007~~ (this "Disclosure Agreement"), dated as of _____, 2015 (the "Effective Date"), is executed and delivered by (i) RUSSELL 150 COMMUNITY DEVELOPMENT AUTHORITY (the "Authority"), (ii) ~~RUSSELL~~ 150 ~~LC~~SPE, LLC ("the Developer"), and (iii) MUNICAP, INC. (the "Administrator").

This Disclosure Agreement ~~is~~replaces in its entirety that certain Continuing Disclosure Agreement, dated as of May 1, 2007 (the "Original Continuing Disclosure Agreement"), executed and delivered by the Authority, the Administrator, and Russell 150 LC (the "Original Developer"), which was entered into in connection with the issuance by the Authority of its (i) \$5,470,000 Special Assessment Bonds, Series 2007A, and its \$15,685,000 Special Assessment Bonds, Series 2007B (together, the "Bonds"). The Bonds ~~are being~~were issued pursuant to the terms of an Indenture of Trust dated as of May 1, 2007 (the "Original Indenture"), between the Authority and Regions Bank, Richmond, Virginia, as trustee (the "Trustee"). The Bonds ~~are being~~were sold ~~to~~ through a private placement. In connection with such purchase, a Private Placement Memorandum dated July 16, 2007, ~~has been~~was prepared by the Original Developer and the Authority (the "PPM"), relating to the Bonds.

The Bonds were issued to finance the costs of certain infrastructure improvements described in the Original Indenture relating to a mixed-use development to be located on approximately 150 acres in the County of Frederick, Virginia (the "County") (and comprising the District, as defined in the Indenture), and to fund certain reserves and pay construction period interest, administrative expenses and the costs of issuing the Bonds. The Original Developer failed to develop the District and to satisfy certain liens on land in the District. Pursuant to a sale by auction, as approved by the Circuit Court of the County of Frederick, Virginia, the Developer purchased all the land comprising the District. The Original Indenture was amended by that certain First Amendment to Indenture of Trust, effective as of November 12, 2014, by and between the Authority and the Trustee, and consented to by the Developer and its affiliate, MuniMae TEI Holdings, LLC, as the beneficial owner of 100% of the outstanding principal amount of the Bonds (the "First Amendment" and together with the Original Indenture, the "Indenture").

The intent of the Original Continuing Disclosure Agreement was to bind the successors and assigns of the Original Developer; however, as the Developer bought the land comprising the District at auction, the Developer is not a successor or assign of the Original Developer and the Original Continuing Disclosure Agreement is no longer in effect. The Developer has entered into an agreement to sell the land comprising the District to a prospective purchaser that intends to develop the District. Prior to consummation of this sale, the Developer desires to enter into a new continuing disclosure agreement for the protection of MuniMae TEI Holdings, LLC and any potential beneficial owners of the Bonds.

The parties, as applicable, hereby represent, covenant and agree as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the parties hereto for the benefit of the Holders (as defined below).

Section 2. Definitions. Capitalized terms not otherwise defined herein shall have the same meaning as assigned to such terms in the Indenture. In addition, the following capitalized terms shall have the following meanings:

"Affiliate" means any corporation, limited liability company, partnership, other form of business organization, entity, or, as applicable, natural person, which, whether by ownership or any formal or informal arrangement, controls, or is controlled by, the Developer, or is controlled by one or more of the same entities or natural persons that controls the Developer.

"Annual Financial Information" with respect to any Fiscal Year of the Authority means the following:

(i) the annual financial statements of the Authority, which (A) are prepared annually in accordance with generally accepted accounting principles in effect from time to time consistently applied (provided that nothing in this clause (A) will prohibit the Authority after the date of the PPM from changing such principles so as to comply with generally accepted accounting principles as then in effect or to comply with a change in applicable Virginia law); and (B) are audited by an independent certified public accountant or firm of such accountants; and

(ii) updates to the information contained in the PPM entitled "ANNUAL DEBT SERVICE AND SPECIAL ASSESSMENT PROJECTIONS" as well as financial information and operating data of the Authority concerning:

- (A) Summary of Administrative Expenses;
- (B) Listing of any District taxpayer or taxpayers representing more than five percent (5%) of the levy of Special Assessments, the amount of the levy of Special Assessments against such landowners, the percentage of such Special Assessments relative to the entire levy of Special Assessments within the District, all as of the previous July 1;
- (C) The result of any tax sales of District property;
- (D) Any changes to the identity of the Administrator or the Developer;
- (E) The total amount of Special Assessments on all property subject to Special Assessments by the Authority as of the first and last days of such Fiscal Year, together with the amount of Special Assessments prepaid during such Fiscal Year;
- (F) The amount of Special Assessments levied during such Fiscal Year, and assessed valuation and Special Assessments for all parcels within the District, as of the previous July 1;

- (G) The amount of Special Assessments collected from the property owners during such Fiscal Year;
- (H) The amount of Special Assessment delinquencies greater than six months, one year and two years, and, if delinquencies amount to more than ten percent (10%) of amount of Special Assessment due in any year, a list of delinquent property owners;
- (I) The amount of delinquent Special Assessments by Fiscal Year: (1) which are subject to institution of foreclosure proceedings (but as to which such proceedings have not been instituted); (2) which are currently subject to foreclosure proceeding which have not been concluded; (3) which have been reduced to judgment but not collected; and (4) which have been reduced to judgment and collected and the results of any tax sales of District property;
- (J) All fund balances in all Funds and Accounts held under the Indenture;
- (K) The total amount of the Bonds of each series Outstanding;
- (L) The principal and interest paid on each series of Bonds during the most recent Fiscal Year and the minimum scheduled principal and interest required to be paid on each series of Bonds in the next Fiscal Year;
- (M) Any changes to the methodology for levying the Special Assessments in the District since the report of the most recent Fiscal Year;
- (N) Any significant amendments to land use entitlements or legal challenges to the construction of the infrastructure improvements of which the Authority or the Administrator has actual knowledge;
- (O) Any material changes in the nature of the infrastructure improvements; and
- (P) A description of any amendment to this Agreement and a comparison of any change in the financial statements of the Authority.

"Bulk Sale Purchaser" shall mean any purchaser of unfinished lots in bulk from the Developer.

"Developer" shall mean ~~Russell~~ R 150 ~~LC~~, SPE, LLC, and its successors and assigns (subject to Section 16 hereof).

"Dissemination Agent" shall mean, initially, the Administrator and thereafter shall mean such entity designated in writing by the Authority to serve as the successor Dissemination Agent and which has filed with the Authority a written acceptance of such designation.

“Effective Date” shall have the meaning given to this term in the preamble to this Disclosure Agreement.

"Fiscal Year" shall mean the twelve-month period (or shorter period with respect to the Authority's fiscal year ending June 30, 2008), at the end of which the financial position of the Authority and results of its operations for such period are determined. Currently, the Authority's Fiscal Year begins July 1 and continues through June 30 of the next year.

"Holder" shall mean, for purposes of this Disclosure Agreement, any person who is a record owner or beneficial owner of a Bond.

"MSRB" means the Municipal Securities Rulemaking Board.

"NRMSIR" has the meaning set forth in Section 7 of this Disclosure Agreement.

"Provide" or "Provided" has the meaning set forth in Section 7 of this Disclosure Agreement.

"Rule" means Rule 15c2-12 under the Securities Exchange Act of 1934, as in effect from time to time. "SEC" means the U.S. Securities and Exchange Commission.

"SID" means any state-based information depository existing from time to time in the Commonwealth of Virginia for the purpose of receiving information concerning municipal securities.

Section 3. Obligations of the Authority. (a) The Authority shall Provide, or cause to be Provided by the Dissemination Agent (if different from the Authority), the Annual Financial Information (i) not later than ~~90~~120 days after the end of each Fiscal Year beginning with the Fiscal Year ending June 30, ~~2008-2016~~ and (ii) not later than 180 days after the end of the Fiscal Year ending June 30, 2015. If audited financial statements are not available as of the date by which the Annual Financial Information is to be provided, the Authority will provide such unaudited financial statements as are then available and will provide the audited financial statements when they become available. In the case of the Annual Financial Information which is not available to the Authority, the Authority covenants to use its best efforts to obtain such information from appropriate sources and to promptly provide such information upon, and subject to, receipt from such sources.

~~(a)~~ (b) The Authority shall provide or cause to be provided by the Dissemination Agent (if different from the Authority), in a timely manner, notice of any of the following events that may from time to time occur with respect to the Bonds, but with respect to items in (i) through (xi), only if material:

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;

- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions or events affecting the tax-exempt status of the Bonds;
- (vii) modifications to rights of Holders;
- (viii) bond calls;
- (ix) defeasances;
- (x) ~~(viii)~~ release, substitution, or sale of property securing repayment of the Bonds;
- (xi) ~~(ix)~~ rating changes; and

(xii) ~~(x)~~ the failure of the Authority on or before the date required by this Disclosure Agreement to provide Annual Financial Information to the persons and in the manner required by this Disclosure Agreement;

provided that nothing in this subsection (b) shall require the Authority to maintain any debt service reserve, credit enhancement or credit or liquidity providers with respect to the Bonds or to pledge any property as security for repayment of the Bonds.

~~(b)~~ (c) The Authority shall provide notice of any change in its Fiscal Year not later than the date on which it first provides any information in the then current Fiscal Year.

~~(e)~~ (d) Any information required to be included in the Annual Financial Information may be included by specific reference to other documents previously provided to each NRMSIR and to any appropriate SID, or filed with the SEC; provided, however, that any final official statement incorporated by reference must be available from the MSRB.

Section 4. ~~Quarterly Reporting Obligations and Covenants of the Developer.~~ The Developer shall provide, at its own cost and expense, to the Administrator, the Dissemination Agent (if different ~~than~~from the Administrator) and the Major Bondholder the information described in this Section 4, and the Dissemination Agent shall promptly provide such information upon receipt from the Developer. The Developer shall provide the information described in paragraphs (i) through (vii) below during the period from the ~~delivery of the Bonds~~Effective Date until such time as the Developer (including any Affiliate) no longer is responsible for the payment of Special Assessments equal to at least 15% of the annual debt service on the Bonds for any year. Thereafter, the Developer shall provide the information described in paragraph ~~(v)~~(iv) below and continue to comply with the covenants in paragraphs (viii) and (ix) until its obligation under this Disclosure Agreement terminates. ~~Such~~With respect to paragraphs (i) through (v), such

information shall be provided not later than thirty (30) days after each January 1, April 1, July 1 and October 1 (beginning ~~October 1 2007~~, and ~~strata include~~ April 1, 2017). The information to be provided by the Developer shall include information concerning the following: [This Section may be modified at the suggestions of Developer's prospective buyer, if such modifications are acceptable to Developer and the Major Bondholder]

- ~~(i) Status of completion of the infrastructure improvements to be constructed as described in the Development Agreement;~~
- (i) ~~(ii)~~ Statement with respect to the Developer or any Affiliate as to the status of development loans and any permanent financing with respect to any development undertaken by the Developer in the District not financed with Bond proceeds, including loan balance, interest rate, existence of deeds of trust or other similar encumbrances against the property within the District, existence of any default and remaining term;
- (ii) ~~(iii)~~ Statement as to available funds to complete the District development under construction as contemplated (both Bond financed and non-Bond financed development undertaken by the Developer);
- (iii) ~~(iv)~~ Status of any legal challenges to the construction or development within the District as known to the Developer;
- (iv) ~~(v)~~ A description of any new contracts executed to purchase parcels/lots in the District and any amendments to existing contracts, the total number of parcels/lots settled with Bulk Sale Purchasers or other property owners and the identification of such Bulk Sale Purchasers or other property owners;
- (v) ~~(vi)~~ The status of any governmental approvals (other than customary home building permits required after a delivery of a finished lot) required for completion of the infrastructure improvements or other improvements within the District; ~~and~~
- (vi) (1) As soon as available, but in any event within thirty (30) days after the end of each June 30 and each December 31 (each a "Semiannual Period"), Developer shall provide the balance sheet of Developer as of the end of such Semiannual Period, prepared by management of Developer in accordance with generally accepted accounting principles, and in form and content reasonably satisfactory to the Major Bondholder (or the Administrator if there is no Major Bondholder), and (2) Developer shall maintain a net worth of not less than \$5,000,000 and liquid assets (exclusive of any escrow deposit intended to pay the Special Assessments and real property taxes due and payable for calendar years 2016 and 2017, pursuant to an escrow agreement for the benefit of the Major Bondholder) of not less than \$500,000 (the "Net Worth & Liquidity Requirement"). Each semiannual delivery of the balance sheet shall be accompanied by a certificate of the

chief financial officer or managing member of Developer certifying (a) that such balance sheet is true, correct and complete in all material respects and fairly presents the financial condition of Developer and the land in the District owned by Developer for the specified Semiannual Period, (b) that the Net Worth & Liquidity Requirement has been satisfied for the specified Semiannual Period, and (c) except as disclosed in writing to the Major Bondholder, the Administrator and the Dissemination Agent (if different from the Administrator), no material adverse changes in the financial condition of Developer or the land in the District owned by Developer have occurred from the date of such balance sheet;

- (vii) ~~Any information regarding the infrastructure improvements or other information as may be reasonably requested by the Administrator relating to the ability of the Developer or any Affiliate to fulfill its obligations under the Development Agreement.~~Commencing in calendar year 2018, on or before January 10th and July 10th of each year, (1) calculations showing the ratio of (a) the sum of the Special Assessments and real estate tax payments with respect to the land in the District owned by Developer and/or its Affiliates and actually collected from Developer and/or its Affiliates with respect to the immediately preceding Semiannual Period in relation to (b) the sum of the Special Assessments and real estate tax payments with respect to such Semiannual Period that were required to satisfy the principal and interest obligations due and payable on the Bonds relating to such Semiannual Period, and (2) projections for the Semiannual Period commencing on the immediately preceding January 1st or July 1st, as applicable, of the ratio of (a) the sum of the Special Assessments and real estate tax payments with respect to the land in the District owned by the Developer and/or its Affiliates likely to be collected from Developer and/or its Affiliates with respect to such Semiannual Period in relation to (b) the sum of the Special Assessments and real estate tax payments with respect to such Semiannual Period that are required to satisfy the principal and interest obligations due and payable on the Bonds relating to such Semiannual Period. For example, on or before January 10, 2018, Developer shall provide ratios (x) for the Special Assessments and real estate tax payments actually collected for the Semiannual Period ending on December 31, 2017 and (y) for the Special Assessments and real estate tax payments projected to be collected for the Semiannual Period ending on June 30, 2018;
- (viii) Developer shall not permit any mechanic's or other liens to be or to remain filed against any portion of the land in the District owned by Developer and/or its Affiliates. On or before ninety (90) days after the filing of any such lien, the lien shall be, at the Major Bondholder's option (or the Administrator if there is no Major Bondholder), (a) satisfied or secured by posting with the Major Bondholder (or the Administrator, as applicable) a surety bond or a letter of credit, either of which must be issued by an institution approved by and in a form and amount satisfactory to the Major

Bondholder (or the Administrator, if applicable), (b) insured over by a nationally recognized title insurance company pursuant to an endorsement to Developer's (or its Affiliate's, as applicable) title insurance policy relating to the land in the District owned by the Developer (or Affiliate, as applicable), in form and substance acceptable to the Major Bondholder (or the Administrator, if applicable), or (c) released of record; and

(ix) Developer will not take any action or fail to take any action that would result in any portion of the land in the District owned by Developer and/or its Affiliates failing to comply with applicable zoning ordinances and laws or with any special use permit, variance, exception, or other special zoning authorization applicable thereto, or any subdivision ordinance.

Section 5. Events Reporting Obligations of Developer. Whenever the Developer obtains actual knowledge of the occurrence of one or more of the following events, the Developer shall notify the Administrator, the Dissemination Agent (if different than the Administrator) and the Major Bondholder of such occurrences and the Dissemination Agent shall immediately report such event in the manner as provided in Section 7 for the events specified therein: [This Section may be modified at the suggestions of Developer's prospective buyer, if such modifications are acceptable to Developer and the Major Bondholder]

- (i) failure to pay any real property taxes or Special Assessments levied within the District on a parcel owned by the Developer;
- (ii) material damage to or destruction of any development or improvements within the District;
- (iii) material default by the Developer or any Affiliate on any loan with respect to the development or permanent financing of District development undertaken by the Developer;
- (iv) material default by the Developer or any Affiliate on any loan secured by property within the District owned by the Developer or any Affiliate;
- (v) payment default by the Developer on any loan to such Developer or by any Affiliate on any loan to such Affiliate (whether or not such loan is secured by the property within the District);
- (vi) the filing of the Developer or any Affiliate or any owner of more than 25% interest in the Developer or any Affiliate in bankruptcy or any determination that the Developer or any Affiliate or any owner of more than 25% in the Developer or any Affiliate is unable to pay its debts as they become due;
- (vii) the filing of any lawsuit with claim for damage, in excess of \$1,000,000 against the Developer or any Affiliate which may adversely affect the completion of the District development or litigation which would

materially adversely affect the financial conditions of the Developer or Affiliate; and

- (viii) any change in the legal structure, chief executive officer or ownership of the Developer.

Section 6. Obligations of the Administrator. The Administrator ~~accepts~~has accepted the role of Dissemination Agent, ~~subject to the approval and execution of~~ pursuant to an agreement between the Administrator and the Authority relating to these services (the "Administration Agreement"). The Administrator shall assist the Authority in preparing the information needed for the Annual Report.

Section 7. Information Provided. Information shall be deemed to have been "Provided" for purposes of this Disclosure Agreement if transmitted to the following as herein required:

- (i) each nationally recognized municipal securities information repository ("NRMSIR") approved as such by the SEC from time to time, at its then current address, including the following NRMSIRs existing as of the date hereof:

Bloomberg Municipal Repository
100 Business Park Drive
Skillman, New Jersey 08558
Phone: (609) 279-3225
Fax: (609) 279-5962
<http://www.bloomberg.com/markets/rates/municontacts.html> Email: Munis@Bloomberg.com

DPC Data Inc.
One Executive Drive
Fort Lee, NJ 07024
Phone: (201) 346-0701
Fax: (201) 947-0107
<http://www.dpcdata.com>
Email: nrmsir@dpcdata.com

FT Interactive Data
Attn: NRMSIR
100 William Street, 15th Floor
New York, New York 10038
Phone: (212) 771-6999
Fax: (212) 771-7390 (Secondary Market Information)
(212) 771-7391 (Primary Market Information) \
<http://www.ftid.com>
Email: NRMSIRinteractivedata.com

Standard & Poor's Securities
Evaluations, Inc. 55 Water Street

45th Floor
New York, NY 10041
Phone: (212) 438-4595
Fax:(212) 438-3975
www.dikennv.com/ijkenny/pser_descrip_data_rep.html
Email: nrmsirrepositorva_sandp.com

- (ii) the SID (at its then current address), if any;
- (iii) the Trustee;
- (iv) the Major Bondholder at the following address or such other address as the Major Bondholder shall provide in writing:

[MuniMae TEI Holdings, LLC](#)
c/o MMA ~~Realty~~ Capital ~~LLC~~ [Management](#)
~~3000 Bayport Drive, Suite 1100~~ [621 E. Pratt Street, Suite 600](#)
~~Tampa, Florida 33607~~
[Baltimore, Maryland 21202](#)
Attn: ~~Mike Strobl and Asset~~
~~Management Tel: 813-868-~~
~~8000~~ [James Chiusano](#)
[Tel: 443-263-2900](#)
Fax: ~~813-425-8000~~ [443-263-2886](#); and

- (v) any beneficial holder of at least \$1,000,000 in aggregate principal amount of the Bonds who provides to the Administrator or Dissemination Agent (A) a written request to receive such information directly, (B) evidence of holding such amount of the Bonds and (C) address information for receipt of such information.

In lieu of filing with the NRMSIRs listed in (i) above, any filing under this Disclosure Agreement may be made solely by transmitting such filing to the Texas Municipal Advisory Council (the "MAC") as provided at <http://www.disclosureusa.org> unless the SEC withdraws the interpretive advice in this letter to the MAC dated September 7, 2004.

Section 8. CUSIP Numbers. The Authority shall reference, or cause the Dissemination Agent (if different from the Authority) to reference, the CUSIP prefix number for the Bonds in any notice Provided.

Section 9. Termination of Reporting Obligation. This Disclosure Agreement with respect to a Series of the Bonds shall terminate upon the earlier to occur of the legal defeasance or payment in full of the Bonds of such series. The obligations of the Developer under this Disclosure Agreement shall terminate at the earlier to occur of (a) the date on which the Developer (including any Affiliate) has transferred title to all of its lots in the District to any entity other than an Affiliate or (b) the date on which the Authority and the Administrator's obligations under this Disclosure Agreement terminate.

Section 10. Dissemination Agent. The Authority may, from time to time, appoint or engage a successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Administrator may resign its duties under this Disclosure Agreement as provided for in the Administration Agreement. If at any time there is not any other designated Dissemination Agent, the Authority shall be the Dissemination Agent.

Section 11. Amendment. Notwithstanding any other provision of this Disclosure Agreement, the parties may amend this Disclosure Agreement, if such amendment in the judgment of the Administrator does not materially reduce the scope of the parties' undertaking for the benefit of the Holders from that set forth in this Disclosure Agreement on the date of its execution.

Section 12. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Authority from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Financial Information or notice of occurrence of an event listed in Section 3(b) or Section 5, in addition to that which is required by this Disclosure Agreement. If the Authority chooses to provide any information in addition to that which is specifically required by this Disclosure Agreement, the Authority shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Financial Information or notice Provided hereunder.

Section 13. Default. The parties under this Disclosure agreement shall be given written notice by any Holder, whether acting jointly or severally, of any claimed failure by one or more of such parties (as the case may be) to perform its obligations under this Disclosure Agreement, and such party(ies) shall be given thirty (30) days to remedy any such claimed failure; provided, however, that such thirty day period shall be extended to sixty (60) days to cure such failure, if the party(ies) is diligently attempting to cure such failure. Any suit or other proceeding seeking further redress with regard to any such claimed failure by such party(ies) shall be limited to specific performance as the adequate and exclusive remedy available in connection with such action.

A default under this Disclosure Agreement shall not be deemed an event of default under the Indenture or the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of provision shall be an action to compel performance.

Section 14. Limited Liability of Authority and Administrator. No person shall have any claim against the Authority or Administrator or any of their respective officers, officials, agents, or employees for damages suffered as a result of the Authority's or Administrator's failure to perform in any respect any covenant, undertaking, or obligation under this Agreement; provided, however, that nothing contained herein shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the Authority or Administrator or any of their respective officers, officials, agents, or employees to specifically enforce the provisions of this Agreement. The Authority and Administrator shall not have any duty or obligation to review or verify any information, disclosures or notices provided to it, and shall not be deemed to be acting in any fiduciary capacity for any other party. The Authority and Administrator shall not have any responsibility for any party's failure to report a material event or a duty to determine the materiality thereof. Neither the Authority nor the

Administrator shall have any duty to determine, or liability for failing to determine, whether any party has complied with this Disclosure Agreement.

Section 15. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Authority, the Developer, the Major Bondholder, and such other Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 16. Successors and Assigns; Disclosure Agreement Not Recorded. The rights and obligations hereunder are intended to run and inure to any and all successors and assigns of the parties hereto. ~~The Developer may not make any assignment of this Disclosure Agreement of the Development Agreement without also assigning the other agreement;~~ provided, however, that this Disclosure Agreement shall be binding solely on any successor or assignee of the Developer that succeeds to the interest of the Developer as the developer of the District or any remaining unsold portion thereof, and this Disclosure Agreement shall not be binding on any other purchasers of parcels and lots, including Bulk Sale Purchasers. This Disclosure Agreement shall not be recorded.

Section 17. Governing Law. This Disclosure Agreement shall be governed by, subject to and construed in accordance with the federal securities laws, where applicable, and the laws of the Commonwealth of Virginia, without reference to the choice of law principles thereof.

Section 18. Counterparts. This Disclosure Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures appear on the following pages.]

**RUSSELL 150 COMMUNITY DEVELOPMENT
AUTHORITY**

By: _____
Name: _____
Title: _____

~~RUSSELL~~ R 150 ~~LC~~ SPE, LLC

By: _____
~~Denver E. Quinnelly~~ Name:
Executive Vice President Title:

MUNICAP, INC., as Administrator

By: _____
Keenan Rice
President

Document comparison by Workshare Compare on Wednesday, November 18, 2015 6:30:27 PM

Input:	
Document 1 ID	PowerDocs://DOCS/538619/1
Description	DOCS-#538619-v1-Continuing_Disclosure_Agreement
Document 2 ID	PowerDocs://DOCS/538619/6
Description	DOCS-#538619-v6-Continuing_Disclosure_Agreement
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	55
Deletions	46
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	101