

AMENITIES FEE AGREEMENT

THIS AGREEMENT (this "Agreement") made this 7 day of February, 2000, between POPLAR HILL ASSOCIATES, L.L.C., A VIRGINIA LIMITED LIABILITY COMPANY, H-SC POPLAR HILL, L.L.C., A VIRGINIA LIMITED LIABILITY COMPANY, and POPLAR HILL DEVELOPMENT GROUP, L.L.C., A VIRGINIA LIMITED LIABILITY COMPANY ("Grantors"), and THE POPLAR HILL COMMUNITY DEVELOPMENT AUTHORITY, PRINCE EDWARD COUNTY, VIRGINIA, a body corporate and politic organized and existing under the Virginia Water and Waste Authorities Act (Chapter 51, Title 15.2-5100 et seq.), as amended (the "Act"), having its mailing address at Route 76, Industrial Park Road, Farmville, Virginia, 23901 ("Grantee").

WITNESSETH, that Grantee is the owner of a certain tract of land located in the County of Prince Edward, Commonwealth of Virginia, more particularly described in Exhibit "A" attached hereto (the "Grantee Parcel"), upon which are to be constructed certain recreational amenities commonly known as Poplar Hill including, without limitation, golf course, a conference and educational center with lodging, certain public infrastructure, golf practice range, landscaping, main entrance and entrance driveway, (the "Amenities"). Grantors are the owners of certain tracts of land located in the County of Prince Edward, Commonwealth of Virginia, adjacent to the Grantee Parcel, more particularly described in Exhibit "B" attached hereto, respectively (the "Grantor Parcels"). Grantors intend to develop housing on the Grantor Parcels (the "Housing"). Grantors believe that the Amenities will enhance the value of the Housing. To induce Grantee to further develop and operate the Amenities on the Grantee Parcels, Grantors desire to grant to Grantee certain fees as a lien on the Grantor Parcels. Grantee has determined that its further development and operation of the Amenities is a public purpose within the meaning of the Act.

NOW, THEREFORE, in consideration of the foregoing, and intending to be legally bound hereby, Grantors hereby grant to Grantee the right (appurtenant to, benefitting and running with the Grantee Parcels) to receive an amenities fee in the amount of \$3,000.00 per housing unit for each housing unit constructed on the Grantor Parcels (the "Amenities Fees"). Such Amenities Fee (a) shall accrue upon the earlier of issuance of a building permit for or commencement of construction of such unit, (b) become due and payable, with interest from the date of accrual at 9% per annum, upon the earlier of issuance of a certificate of occupancy for or commencement of occupancy of such unit, and (c) from the date of accrual constitute a lien on such unit and the underlying land and the surrounding curtilage until paid with interest.

AND the foregoing Amenities Fee is not in lieu of or in substitution for any tap fee or use charge, or otherwise in consideration for connection to or service from any public water or sewer system. Each party represents and warrants that: (a) it is duly authorized and validly existing under the laws of its state of organization, has full power, right and authority to own its property, to carry on its business as now conducted, and to enter into and fulfill its obligations under this Agreement; (b) each of the persons executing this Agreement on its behalf is authorized to do

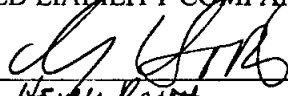
so; (c) this Agreement is its valid and legally binding obligation enforceable against it in accordance with its terms; (d) the execution and delivery of this Agreement by it and its compliance with its terms will not conflict with or result in the breach of any law, judgement, order, writ, injunction, decree, rule or regulation, or conflict with or result in the breach of any other agreement, document or instrument to which it is a party or by which it or any of the properties to be conveyed by it hereunder is bound or affected; (e) no brokerage commission or other fee is or will be due with respect to any transaction contemplated hereby; and (f) it holds or will hold good and marketable, indefeasible fee simple title to the property to be conveyed by it hereunder, free and clear of liens and encumbrances, other than the liens of existing mortgages and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. All exhibits attached to this Agreement are incorporated herein and made a part hereof. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior negotiations, understandings and agreements of any nature whatsoever with respect to the subject matter hereof. This Agreement may not be modified or amended other than by an agreement in writing signed by all of the parties. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Virginia. This Agreement shall be recorded in its entirety in the Clerk's Office of the Circuit Court of Prince Edward County, Virginia, and shall run with the land. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when two or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Each of the parties shall, whenever and as often as it shall be reasonably requested so to do by any other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all conveyances, assignments, correction instruments and all other instruments and documents as may be reasonably necessary in order to complete the transaction provided for in this Agreement and to carry out the intent and purposes of this Agreement. Time is of the essence of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

BOOK 0341 PAGE 614

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

POPLAR HILL ASSOCIATES, L.L.C., A VIRGINIA
LIMITED LIABILITY COMPANY, GRANTORS

By: 
Name: Henry Board
Title: PRESIDENT / MANAGER

BOOK 0341 PAGE 615

H-SC POPLAR HILL, L.L.C., A VIRGINIA LIMITED
LIABILITY COMPANY, GRANTORS

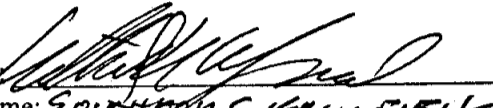
Attest: _____
Name:
Title:

By: C. Norman Krueger
Name: C. Norman Krueger
Title: Manager H-SC L.L.C.

[SEAL]

BOOK 0341 PAGE 616

POPLAR HILL DEVELOPMENT GROUP, L.L.C., A
VIRGINIA LIMITED LIABILITY COMPANY,
GRANTORS

By: 
Name: SOUTHON S. BRUMFIELD
Title: MANAGER

BOOK 0341 PAGE 617

POPLAR HILL COMMUNITY DEVELOPMENT
AUTHORITY, PRINCE EDWARD COUNTY,
VIRGINIA, GRANTEE

Attest: *Southard S. Brumfield*
Name: Southard S. Brumfield
Title: Secretary

By: *Scott M. Harwood*
Name: Scott M. Harwood
Title: Chairman



COMMONWEALTH OF VIRGINIA :
: SS:
COUNTY OF PRINCE EDWARD :

On this, the 7 day of February, 2000, before me, the undersigned officer, personally appeared O. Henry Booth, who acknowledged himself to be the President and Manager of Poplar Hill Associates, L.L.C., a Virginia limited liability company and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as President/Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



NOTARY PUBLIC



My Commission Expires: 10/31/01

COMMONWEALTH OF VIRGINIA :
: SS:
COUNTY OF PRINCE EDWARD :

On this, the 7 day of February, 2000, before me, the undersigned officer, personally appeared Norman C. Krueger, who acknowledged himself to be the Manager of H-SC Poplar Hill, L.L.C., a Virginia limited liability company and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



NOTARY PUBLIC



My Commission Expires: 10/31/01

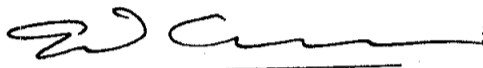
COMMONWEALTH OF VIRGINIA

:
: SS:
:

COUNTY OF PRINCE EDWARD

On this, the 7 day of February, 2000, before me, the undersigned officer, personally appeared Southard S. Brumfield, who acknowledged himself to be the Manager of Poplar Hill Development Group, L.L.C., a Virginia limited liability company and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



NOTARY PUBLIC



My Commission Expires: 10/31/01

COMMONWEALTH OF VIRGINIA

:
: SS:
:

COUNTY OF PRINCE EDWARD

On this, the 7 day of February, 2000, before me, the undersigned officer, personally appeared Scott M. Harwood, who acknowledged himself to be the Chairman of Poplar Hill Community Development Authority, Prince Edward County, Virginia, and as such Chairman, and being authorized to do so, acknowledged that he executed the foregoing instrument for the purposes therein contained by signing the name of Poplar Hill Community Development Authority, Prince Edward County, Virginia, by himself as Chairman.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



NOTARY PUBLIC

My Commission Expires: 10/31/01



EXHIBIT "A"

ALL THOSE CERTAIN tracts or parcels of land situated in Farmville Magisterial District, Prince Edward County, Virginia, totaling in the aggregate 438.622 acres and being more particularly described on unrecorded plats prepared by Draper Aden Associates and indicated thereon as the golf course, community park, open space, and being the remainder of the property known as Poplar Hill Farm which is more fully describe in that certain Partition Deed to Poplar Hill Development Authority, Prince Edward County, Virginia and recorded hereafter and in addition Lot T containing 27.557 acres and Lot U containing 4.308 acres both of which lots are described hereafter as follows:

Lot "T"

Beginning at a rod set at a point on line between now or formerly "Poplar Hill Farm" (tax parcel 51-A-41) and now of formerly Mary F. & Moses Foster (tax parcel 52-1-1) said point being 57'± east on line from the said parcels common corner in Briery Creek, thence along a tie line S 86-03-57 W and a length of 2025.10 to a rod set, being the true point and place of beginning; thence S 58-27-51 W and a length of 1188.11 to a rod set; thence along the eastern line of the proposed Parcel "O", N 31-32-09 W and a length of 945.56 to a rod set; thence leaving said Parcel "O" and proceeding partially along the proposed Parcel "F-2", N 41-41-46 E and a length of 719.05 to a rod set; thence leaving said Parcel "F-2" and proceeding S 18-14-11 E and a length of 307.47 to a rod set; thence N 68-26-25 E and a length of 467.03 to a rod set; thence N 05-47-01 E and a length of 185.99 to a rod set; thence S 80-10-15 E and a length of 240.86 to a rod set; thence S 21-37-56 E and a length of 423.33 to a rod set; thence S 10-57-55 W and a length of 177.10 to a rod set; thence S 34-02-05 E and a length of 214.22 to the true point and place of beginning and containing 27.557 acres.

Lot "U"

Beginning at a rod found, the common corner on line western line of now or formerly Poplar Hill Farm" (tax parcel 51-A-41), now or formerly Nelson Bolt (tax parcel 51-6-1) and now or formerly William K., Jr. and Sally A. D. Whidden (tax parcel 51-A-42), thence along the eastern line of last said parcel, N 04-59-17 E and a length of 185.08 to a pipe found; thence along the southern line of proposed Parcel "E", N 79-26-49 E and a length of 443.53 to a point; thence leaving said parcel and proceeding along a curve to the left and having a length of 298.74, Radius of 630.00, Delta of -27-10-08, Tangent of 152.23, Chord of 295.95 and a Chord Bearing of S 34-16-35 E to a point; thence along a curve to the left and having a length of 204.18, Radius of 600.00, Delta of -19-29-51, Tangent of 103.08, Chord of 203.19 and a Chord Bearing of S 29-35-33 W to a point; thence S 79-33-32 W and a length of 343.68 to a point; thence N 05-03-16 E and a length of 208.02 to a rod set; thence N 86-55-15 W and a length of 199.09 to the point a place of beginning and containing 4.308 acres. All as more particularly described on a plat entitled "PLAT SHOWING PARCEL "U", A 4.308 ACRE DIVISION OF LAND LOCATED IN THE FARMVILLE DISTRICT OF PRINCE EDWARD COUNTY, VIRGINIA." to be prepared by Draper Aden Associates and recorded at a later date.

BEING all of the property conveyed to Poplar Hill Community Development Authority, Prince Edward County, Virginia by Deed of Partition dated February 7, 2000 and recorded immediately hereafter.

EXHIBIT B

Poplar Hill Associates, L.L.C.

All of those certain tracts or parcels of land situated in Farmville Magisterial District, Prince Edward County, Virginia, totaling in aggregate 195.050 acres and being more particularly described on unrecorded plats prepared by Draper Aden Associates and indicated thereon as Lot F1 containing 14.004 acres, Lot G containing 3.633 acres, Lot H containing 42.000 acres, Lot I containing 9.974 acres, Lot J containing 81.620 acres, Lot K containing 18.600 acres and Lot O containing 16.644 acres and being more particularly described in Partition Deed recorded immediately hereafter.

H-SC Poplar Hill, L.L.C.

All of those certain tracts or parcels of land situated in Farmville Magisterial District, Prince Edward County, Virginia, totaling in aggregate 191.709 acres and being more particularly described on 5 plats of William C. Young, Jr., L.S. dated January 27, 2000, and indicated thereon as Parcel "L" containing 86.474 acres, Parcel "M" containing 42.165 acres, Parcel "N" containing 29.616 acres, Parcel "P" containing 8.439 acres and Parcel "Q" containing 25.015 acres, and being more particularly described in Partition Deed recorded immediately hereafter.

Poplar Hill Development Group, L.L.C.

All of those certain tracts or parcels of land situated in Farmville Magisterial District, Prince Edward County, Virginia, totaling in aggregate 238.119 acres and being more particularly described on unrecorded plats prepared by Draper Aden Associates and indicated thereon as Lot A containing 54.100 acres, Lot B containing 9.052 acres, Lot C containing 33.542 acres, Lot D containing 22.495 acres, Lot E containing 42.524 acres, Lot R containing 17.625 acres, Lot S containing 35.497 acres and Lot V containing 23.284 acres and being more particularly described in Partition Deed recorded immediately hereafter.

VIRGINIA: CLERK'S OFFICE OF THE CIRCUIT COURT OF PRINCE EDWARD COUNTY

St. R. Tax	(039)	
Co. R. Tax	(213)	
Transfer	(212)	
Clerk	(301)	23 00
Lib.	(145)	1 00
Tech T.F.	(106)	3 00
Grantor Tax	(⁰³⁸ / ₂₂₀)	
Total \$		27 00

The foregoing instrument with acknowledgement was admitted to record on February 8 2000 at 9:42 A.M. in D.B. 341 Page(s) 612
 Teste: Frank L. Overton, Clerk
 By: Raymond Williams, Dep. Clerk

Grantor's Tax: \$

Examined and Paired/Delivered to: Preston Lancaster

2-8-00