

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Foreclosure of Security Interest | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| The State Fair of Virginia, Inc. | | 05/22/2012 | CORPORATION: VIRGINIA |
| RECEIVING PARTY DATA | | | |
| Name: | ArborOne, ACA | | |
| Street Address: | 800 Woody Jones Blvd | | |
| City: | Florence | | |
| State/Country: | SOUTH CAROLINA | | |
| Postal Code: | 29501 | | |
| Entity Type: | Agricultural Credit Association established under the Farm Credit System: UNITED STATES | | |
| Name: | Regions Bank | | |
| Street Address: | 1900 Fifth Avenue North | | |
| City: | Birmingham | | |
| State/Country: | ALABAMA | | |
| Postal Code: | 35203 | | |
| Entity Type: | CORPORATION: ALABAMA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3373075 | SFVA | |
| Registration Number: | 3348569 | STATE FAIR OF VIRGINIA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8044206507 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 804.420.6607 | | |
| Email: | wdickinson@williamsmullen.com | | |

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REEL: 005018 FRAME: 0732

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ATTORNEY DOCKET NUMBER: 064155.0002

NAME OF SUBMITTER: William P. Dickinson, III

Signature: /William P. Dickinson, III/

Date: 05/01/2013

Total Attachments: 52

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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division**

In re:

**THE STATE FAIR OF VIRGINIA, INC.,
a Virginia non-stock corporation,**

Debtor.

Chapter 11

Case No. 11 -37588 (DOT)

**CONSENT ORDER GRANTING PARTIAL RELIEF
FROM THE AUTOMATIC STAY ON THE CONTROL ACCOUNT AND THE
CONSTRUCTION FUND ACCOUNTS AND FINDING ADEQUATE PROTECTION ON
MOTION FOR RELIEF FROM STAY AS TO ALL OTHER PROPERTY OF DEBTOR
UNTIL MARCH 7, 2012**

THIS MATTER comes before the Court without hearing on the Motion for Relief from Stay [Doc. No. 21] filed on December 1, 2011 (the "Motion") by ArborOne, ACA, as

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**TRADEMARK
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agent/nominee for its wholly owned subsidiary, ArborOne FLCA, as Lender of Record and Servicer under the Servicing Agreement (hereinafter defined) for the Bonds and other Obligations defined therein ("ArborOne" or "Secured Party"), by and through counsel and pursuant to 11 U.S.C. §§ 361 and 362 and Bankruptcy Rules 4001 and 9014 for relief from stay with respect to all of Debtor's real and personal property, tangible and intangible, including, among other things: (a) that certain parcel of real property located in Doswell, Caroline County, Virginia known as "The Meadow Event Park" and more particularly described in Exhibit A to that certain Credit Line Deed of Trust and Security Agreement¹ filed in the Caroline County Land Registry at Book 933, Page 332 (the "Real Property"); and (b) all (i) accounts, accounts receivables, contract rights, chattel paper and instruments; (ii) inventory; (iii) books, records, files, and computer programs; (iv) goods including equipment; (v) fixtures; (vi) accounts or funds under each Indenture (as defined in the Servicing Agreement); (vii) all rights and interest in and to any letters of credit; (viii) general intangibles; (ix) revenues; and (x) any and all products or proceeds of the foregoing (collectively the "Personal Property"); (c) the Pledged Investment Securities under the Securities Assignment (the "Control Account")²; and (d) the Construction Fund Accounts.³ The Real Property, the Personal Property, the Control Account and the Construction Fund Accounts collectively are sometimes referred to hereinafter as the "Collateral."

The Court, having considered the record and evidence before it, and by and with the consent of the parties as evidenced by their signatures hereon, finds and concludes as follows:

¹ All capitalized terms used in this Order without definition shall have the meanings ascribed to such terms in the Pre-Petition Bond Indentures.

² The Control Account consists of (i) Investment Account # 2256-4393 RRS1 with an approximate balance of \$18,272,274.72 as of November 29, 2011 held by Scott & Stringfellow, LLC, and (ii) the Debt Reserve Account with an approximate balance of \$1,925,896.99 as of November 29, 2011 held by the Trustee under the Corporate Bond Indentures.

³ The Construction Fund Accounts are currently held by the Trustee under the Corporate Bond Indentures. The aggregate balance in the two accounts as of December 12, 2011 was \$11,716.37.

1. On December 1, 2011 (the "Petition Date"), The State Fair of Virginia, Inc., a Virginia non-stock corporation (the "Debtor") filed a voluntary petition under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Virginia. Pursuant to 11 U.S.C. §§1107 and 1108, the Debtor has retained possession of its assets and continues to operate its business as a debtor-in-possession.

2. Upon information and belief, the Debtor owns and operates a state fairground facility on the Real Property.

3. This Court has jurisdiction over this matter and the parties in interest and properties and interests affected hereby pursuant to 28 U.S.C. §157(b) and §1334. This is a "core" proceeding under 28 U.S.C. §157(b).

4. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

5. An official committee of unsecured creditors has been appointed pursuant to 11 U.S.C. § 1102.

6. On or about December 21, 2007, and prior to the Petition Date, Debtor obtained financing for a new state fairgrounds facility located on the Real Property (the "Project") as follows:

Issuance of Corporate Bonds - \$25.8 million

7. The Debtor authorized the creation, execution and delivery of the following direct corporate bond obligations (collectively, the "Corporate Bonds");

- a. \$8,640,000 Taxable Economic Development Revenue Bonds, Series 2007A (the "Series 2007A Bonds");

- b. \$960,000 Taxable Economic Development Revenue Bonds, Series 2007B (the "Series 2007B Bonds"), together with the Series 2007A Bonds, the "Series A & B Bonds";
- c. \$10,080,000 Taxable Economic Development Revenue Bonds, Series 2007C (the "Series 2007C Bonds");
- d. \$1,120,000 Taxable Economic Development Revenue Bonds, Series 2007D (the "Series 2007D Bonds"), together with the Series 2007C Bonds, the "Series C & D Bonds";
- e. \$4,500,000 Taxable Economic Development Revenue Bonds, Series 2007E (the "Series 2007E Bonds"); and
- f. \$500,000 Taxable Economic Development Revenue Bonds, Series 2007F (the "Series 2007F Bonds"), together with the Series 2007E Bonds, the "Series E & F Bonds".

8. The Corporate Bonds were issued pursuant to three separate Trust Indentures; one for the Series A & B Bonds, one for the Series C & D Bonds, and one for the Series E & F Bonds, each dated as of December 21, 2007 (collectively, the "Corporate Bond Indentures"). True and accurate copies of the Corporate Bond Indentures are attached to the Motion as Exhibit A-2.

9. Under the Corporate Bond Indentures, ArborOne is Lender of Record and Servicer, and Regions Bank is Bond Trustee, as more particularly explained herein.

10. As of the date of the Motion, the total amount due under the Corporate Bond Indentures was \$25,909,326.11.

Securing the Corporate Bonds

1) Securities Assignment & Control Agreement

11. As security for the Corporate Bonds, the Debtor pledged to keep and maintain the Control Account and to grant a first priority lien on the Pledged Investment Securities under an Assignment and Pledge of Investment Securities dated December 21, 2007 (the "Securities Assignment"), which Securities Assignment was perfected by that certain control agreement of the same date (the "Control Agreement"). True and accurate copies of the Assignment and Pledge of Investment Securities and the Control Agreement are attached to the Motion as Exhibits B and C. Pursuant to the Securities Assignment and the Original Servicing Agreement (as hereinafter defined), the Debtor agreed that the market value of the Control Account would at all times equal or exceed \$26,000,000 ("Minimum Portfolio Value").

12. On or about October 1, 2009, the Debtor executed a First Amendment to the Securities Assignment whereby the Debtor, ArborOne (as Servicer), and Regions Bank (as Bond Trustee) agreed to transfer the Investment Account to Scott & Stringfellow, LLC and further agreed to a reduction of the Minimum Portfolio Value to an amount of not less than \$23,000,000. A true and accurate copy of the First Amendment to the Securities Assignment is attached to the Motion as Exhibit D. A true and accurate copy of the Control Agreement with Scott & Stringfellow, LLC are attached to the Motion as Exhibit E.

13. On or about April 1, 2011, ArborOne (as Servicer) agreed to a further reduction in the Minimum Portfolio Value to an amount not less than \$20,000,000.⁴

14. As of the date of the Motion, the current cash value of the Control Account consisted of the Investment Account in the amount of \$18,272,274.72 and the Debt Reserve Account in the amount of \$1,925,896.99.

⁴ The Minimum Portfolio Value was reduced to \$20,000,000 on April 1, 2011 in the Second Amendment to Servicing Agreement executed by Debtor, ArborOne, and Regions Bank, as Trustee. The Second Amendment to Servicing Agreement is more particularly set forth herein in Section IV.

USDA Guaranties

15. As additional security for Debtor's obligations under the Corporate Bonds, the United States Department of Agriculture, acting through the United States Department of Agriculture -- Rural Development ("USDA") issued to ArborOne certain Loan Note Guaranties to guarantee payment of up to ninety percent (90%) of the principal and interest on the Series 2007A Bonds, the Series 2007C Bonds, and the Series 2007E Bonds (collectively, the "USDA Guaranties").

2) Deed of Trust on Real Property

16. As further security for Debtor's obligations under the Corporate Bond Indentures, the USDA Guarantees, the Tax Exempt Bonds (as hereinafter defined), the Swap Agreement (as hereinafter defined) and certain other obligations as set forth herein, the Debtor executed that certain Credit Line Deed of Trust and Security Agreement ("Deed of Trust") recorded at Book 933, Page 332 of the Land Registry of Caroline County, Virginia related to those certain tracts of land located in Caroline County, Virginia, as more particularly described in Exhibit A to the Deed of Trust. A true and accurate copy of the Deed of Trust is attached to the Motion as Exhibit E.

17. The Deed of Trust grants and conveys to R. Hart Lee ("Deed of Trust Trustee") for the benefit of Regions Bank (as trustee acting for the benefit of owners of Bonds and the Swap Provider) and ArborOne (together, the "Beneficiaries"), all of Debtor's right, title and interest in and to the Real Estate, and, as the following capitalized terms are defined therein, any Improvements, Service Equipment, Leases, Rents, Contracts, Appurtenances and/or Proceeds related to the Real Property (the "Deed of Trust Rights"). Pursuant to the USDA Direct Loans, as defined below, and the Deed of Trust, the Beneficiaries' lien rights with respect to the Real Property are held *pari passu* with the USDA.

18. On or about November 18, 2009, the Debtor, the Deed of Trust Trustee, and the Beneficiaries under the Deed of Trust executed a Modification to Credit Line Deed of Trust and Security Agreement, which Deed of Trust Modification was recorded in the Land Registry of Caroline County, Virginia at Book 1013, Page 938 (the "Deed of Trust Modification").

Issuance of Tax-Exempt Bonds - \$49.790 million

19. In addition to the Corporate Bonds, the Industrial Development Authority of the County of Caroline, Virginia (the "Authority") issued its \$33,670,000 Variable Rate Demand Economic Development Revenue Bonds, Series 2007G (the "Series 2007G Bonds") and its \$16,120,000 Variable Rate Demand Economic Development Revenue Bonds, Series 2007H (the "Series 2007H Bonds"), collectively, the "Tax-Exempt Bonds," hereinafter referred to collectively with the Corporate Bonds as, the "Bonds."

20. The proceeds of the Tax-Exempt Bonds were loaned by the Authority to the Debtor pursuant to a certain loan agreement between the Authority and the Debtor dated December 21, 2007 for construction of certain public buildings to be included in the Project (the "Loan Agreement"), together with related promissory notes reflecting such debt. A true and accurate copy of the Loan Agreement is attached to the Motion as Exhibit G.

21. The Tax-Exempt Bonds were issued pursuant to a Trust Indenture between the Authority and the Bond Trustee dated December 21, 2007 (the "Tax-Exempt Bonds Indenture" and together with the Corporate Bond Indentures, the "Indentures"). A true and accurate copy of the Tax-Exempt Bonds Indenture is attached to the Motion as Exhibit H. All right, title and interest of the Authority under and to the Loan Agreement (except certain retained rights) were assigned to the Bond Trustee to the Tax-Exempt Bonds under the Tax-Exempt Bonds Indenture as additional security for the Tax-Exempt Bonds.

22. On or about November 1, 2009, the Authority and Regions Bank entered into the First Supplemental Trust Indenture which, among other things, supplemented the Tax-Exempt Bonds Indenture and substituted Regions Bank under the Original Letter of Credit with AgFirst as the issuer of the Alternate Letter of Credit. A true and accurate copy of the First Supplemental Trust Indenture is attached to the Motion as Exhibit I.

23. As of the date of the Motion, the total amount due under the Tax-Exempt Bonds was \$49,102,411.33.

Securing the Tax-Exempt Bonds

1) **Original Letter of Credit from Regions Bank & Alternate Letter of Credit from AgFirst**

24. On or about December 21, 2007, the Tax-Exempt Bonds were secured by a direct pay letter of credit issued by Regions Bank for the account of Debtor in the original stated amount of \$50,267,439 ("Original Letter of Credit"), and, in connection therewith, Debtor and Regions Bank entered into that certain Letter of Credit and Reimbursement Agreement dated as of December 1, 2007 (the "Reimbursement Agreement"), pursuant to which Debtor was obligated to Regions Bank for all amounts drawn under the Letter of Credit and to pay certain fees and costs associated therewith. True and accurate copies of the Original Letter of Credit dated December 21, 2007 and the Letter of Credit and Reimbursement Agreement dated December 1, 2007 are attached to the Motion as Exhibits J and K.

25. On or about November 18, 2009, the Original Letter of Credit was substituted with an alternate Letter of Credit ("Alternate Letter of Credit"), which was issued by AgFirst for the Tax-Exempt Bonds to replace the Original Letter of Credit previously issued by Regions Bank. True and accurate copies of the Alternate Letter of Credit and the Letter of Credit and

Reimbursement Agreement dated November 18, 2009 are attached to the Motion as Exhibits L and M.

2) Standby Bond Purchase Agreement

26. On or about December 1, 2007, to induce Regions Bank to deliver the Original Letter of Credit, the Debtor, Regions Bank (as Trustee), and AgFirst executed and delivered a Standby Bond Purchase Agreement (the "Standby Bond Purchase Agreement"), whereby AgFirst agreed to purchase the Tax-Exempt Bonds from Regions Bank in the event (i) there is an optional or mandatory tender of the Tax-Exempt Bonds, (ii) an acceleration of the Tax-Exempt Bonds or a mandatory tender in lieu of acceleration following the occurrence of an Event of Default under the Tax-Exempt Bonds Indenture, or (c) an event of default under the Standby Bond Purchase Agreement, the Tax-Exempt Bonds, the Original Letter of Credit or the Reimbursement Agreement. A true and accurate copy of the Standby Bond Purchase Agreement is attached to the Motion as Exhibit N.

27. On or about November 18, 2009, the Debtor, Regions Bank, and AgFirst executed and delivered the First Amendment to Standby Bond Purchase Agreement ("First SBPA Amendment") whereby the original Standby Bond Purchase Agreement was amended, and, among other provisions, the First SBPA Amendment provides that (i) all rights of Regions Bank under the Standby Bond Purchase Agreement were transferred to AgFirst; (ii) and all references to the "Credit Facility" shall mean the Alternate Letter of Credit issued by AgFirst to replace the Original Letter of Credit; and (iii) all references to the Servicing Agreement shall mean the original Servicing Agreement as amended by that certain First Amendment to Servicing Agreement dated as of September 24, 2009. Furthermore, the First SBPA Amendment provides that the termination date under the First SBPA Amendment shall mean close of business on December 22, 2010,

subject to extension by AgFirst. A true and accurate copy of the First SBPA Amendment is attached to the Motion as Exhibit O.

28. On or about October 17, 2010, the Debtor, Regions Bank, and AgFirst executed and delivered the Second Amendment to Standby Bond Purchase Agreement ("Second SBPA Amendment") whereby the original Standby Bond Purchase Agreement and First SBPA Amendment were amended, and, among other provisions, extended the termination date from December 22, 2010 to December 15, 2011. A true and accurate copy of the Second SBPA Amendment is attached to the Motion as Exhibit P.

3) Deed of Trust on Real Property

29. In addition to securing the Corporate Bonds, the Deed of Trust and the Deed of Trust Modification also secure the Tax-Exempt Bonds, the reimbursement obligations relating to the Original Letter of Credit and the Alternate Letter of Credit. The Deed of Trust Modification confirmed that the Beneficiaries' lien rights therein with respect to the Real Property are *pari passu* with the USDA and substituted Regions Bank with AgFirst Farm Credit Bank to issue an irrevocable letter of credit in substitute of the Original Letter of Credit, naming Bond Trustee for the Tax-Exempt Bonds as beneficiary in the amount of \$50,267,439, of which \$49,790,000 is to support the payment of principal or portion of the purchase price corresponding to principal of the Tax-Exempt Bonds and \$477,439 is to support the payment of up to 35 days of interest or portion of the purchase price corresponding to interest on the Tax-Exempt Bonds. USDA Direct

Loans & USDA Line of Credit

30. In addition to the Corporate Bonds and the Tax-Exempt Bonds, on or about June 26, 2008, the Debtor obtained two direct loans from the USDA, one in the principal amount of

\$4,999,000, and the other in the principal amount of \$1,554,000 (together, the "USDA Direct Loans").

31. On or about August 11, 2009, the Debtor further obtained additional financing from the USDA to complete the Project and to pay debt service on the Bonds and the USDA issued a \$3,000,000.00 line of credit (the "USDA Line of Credit") to Debtor.

32. As security for the USDA Direct Loans and the USDA Line of Credit, the USDA holds lien rights with respect to the Real Property *pari passu* with ArborOne and Regions Bank.

Servicing Agreement

33. On or about December 1, 2007, Debtor, Regions Bank (as Bond Trustee under the Indentures), and ArborOne, ACA (as Servicer) entered into a certain Servicing Agreement (the "Original Servicing Agreement") for the purpose of setting forth the conditions for the issuance of the Corporate Bonds; to govern the use of the proceeds of the Corporate Bonds and the Tax-Exempt Bonds for the construction of the Project; to establish certain covenants of the Debtor; to set forth certain administrative functions to be conducted by the Servicer relating to the Corporate Bonds and the Tax-Exempt Bonds; and to designate ArborOne as the "Lender of Record" for purposes of obtaining the USDA Guarantees. A true and accurate copy of the Original Servicing Agreement is attached to the Motion as Exhibit Q.

34. The Original Servicing Agreement was amended on September 24, 2009 and April 1, 2011, whereby ArborOne agreed to make certain modifications to the Original Servicing Agreement for the benefit of the Debtor due to the Debtor's violations of certain covenants set forth in the Original Servicing Agreement, including, but not limited to, the Debtor's failure to maintain the Minimum Portfolio Value. Copies of the amendments dated September 24, 2009 and April 1, 2011 are attached to the Motion as Exhibits R and S. Among the modifications made to

the Original Servicing Agreement include an adjustment to the Debt Service Coverage Ratio as defined therein, a reduction in the Minimum Portfolio Value to an amount not less than \$20,000,000 (the "Current Minimum Portfolio Value"), and an acknowledgment of the transfer of the Control Account to Scott & Stringfellow, LLC.

Security Agreement & Financing Statements

35. On or about December 21, 2007, and as consideration for the Bonds, the Debtor executed a Security Agreement in favor of the Secured Party as servicer under the Indentures. The security interests granted in the Security Agreement secure the Bonds and all other Obligations (including amounts owed under the Indentures of the Debtor, as defined in the Original Servicing Agreement. The Security Agreement grants to the Secured Party a blanket first priority security interest in all Personal Property of the Debtor, including accounts, and all leases and rents from or related to the Real Property (defined previously as a portion of the "Collateral"). A true and accurate copy of the Security Agreement is attached to the Motion as Exhibit T.

36. On or about December 26, 2007, the Secured Party duly perfected its first priority lien in the Collateral by filing a UCC-1 Financing Statement with the Virginia State Corporation Commission, File No. 0712267465-4 ("UCC-1"). A true and accurate copy of the UCC-1 is attached to the Motion as Exhibit U.

37. On or about October 8, 2009, the Secured Party filed an Amendment to the UCC-1 ("UCC-1 Amendment"), adding to the collateral description the following: "The Pledged Securities under the Pledge Agreement (including all earnings thereon and proceeds), but only as security for the Corporate Bonds, such Pledged Securities are held in securities account #2256-4393 RRS1 with Scott & Stringfellow, LLC, as Broker, together with any other accounts of Debtor

with Broker in which Pledged Securities may be held." A true and accurate copy of the UCC-1 Amendment is attached to the Motion as Exhibit V.

Swap Agreement

38. Debtor also synthetically converted the variable interest rate on a series of the Tax-Exempt Bonds to a fixed rate of interest by entering into that certain ISDA Master Agreement and the related Schedule and Confirmation with Morgan Keegan Financial Products, Inc. ("MKFP"), together with a Replacement Transaction Agreement between Debtor, Morgan Keegan Financial Products, Inc. and Deutsche Bank AG, New York Branch (together with MKFP, the "Swap Provider"), each dated on or about December 21, 2007 and certain amendments having been effected on or about February 3, 2010 (together, the "Swap Agreement"). Pursuant to the Swap Agreement the Debtor is obligated to pay a fixed rate of interest and MKFP (or, under certain circumstances, Deutsche Bank AG) is obligated to pay a variable rate of interest.

39. As consideration for the Swap Agreement, the Debtor granted the Swap Provider a subordinated priority security interest in the Real Property, Deed of Trust Rights, the Collateral pledged under the Security Agreement (which, for the avoidance of doubt, excludes the Control Account and the Construction Fund Accounts) and the trust estate under the Tax-Exempt Bonds Indenture for any termination pursuant to the terms of the Swap Agreement and a *pari passu* interest in all such collateral for any payment defaults. Upon information and belief, the payments due under the Swap Agreement currently are approximately \$97,000 per month.

Construction Fund Accounts

40. The Trustee currently is holding funds in the Construction Fund Accounts pursuant to the terms of the Corporate Bond Indentures. Since the Project has been substantially completed, the funds in the Construction Fund Accounts no longer are needed for the Project. To the extent

the Debtor has any right, title or interest to the funds in the Construction Fund Accounts, such funds are subject to the lien of the Secured Party.

41. The Debtor acknowledges that there is no equity in the Control Account or the Construction Fund Accounts for the benefit of its bankruptcy estate and consents to the immediate relief of stay as to the Control Account and the Construction Fund Accounts.

42. The Debtor further acknowledges that there is no equity in the remaining collateral for the benefit of its bankruptcy estate. However, the Debtor has requested a short period of time to either obtain financing to continue its operations or, alternatively, to obtain financing to purchase the remaining collateral from the Secured Party and other secured creditors. Accordingly, the Debtor has an immediate need for the use of the remaining collateral in order to maintain, preserve and protect its business and assets while it seeks such financing, and the Secured Party are entitled to adequate protection for the use of their collateral pursuant to 11 U.S.C. §§ 361 and 363.

43. The Secured Party has agreed in good faith to the terms and conditions of this Order.

44. Good cause has been shown for the entry of this Order. Among other things, entry of this Order will preserve the realizable value of Debtor's assets and permit Debtor to maintain, preserve, and protect those assets as it attempts to find financing.

45. Entry of this Order is in the best interest of Debtor, its creditors and other parties in interest in this case.

46. This Order is a duly entered Order of this Court and is fully enforceable according to its terms under the Bankruptcy Code and the Federal Rules of Bankruptcy Procedures ("Bankruptcy Rules") and other applicable law to the same extent as if it were an order without

the consent of the parties; and in addition, because of written consent by the parties, this Order constitutes a binding contract supported by mutual consideration between and among the parties that is fully enforceable as a contract in this or any other jurisdiction, subject only to the applicable provisions of the Bankruptcy Code.

47. To the extent that any provision of the Bankruptcy Code or Bankruptcy Rules or applicable law requires a finding of "cause" of entry of any provision of this Order, the Court expressly finds and concludes that such cause exists.

48. The Debtor and the Secured Party have agreed to resolve the Motion as follows:

a. The automatic stay afforded by 11 U.S.C. §362 is hereby immediately modified to allow the Secured Party and the Trustee to enforce their respective rights and remedies with respect to the funds in the Control Account and the Construction Fund Accounts.

b. Except as specifically modified herein, the remaining terms of the Bond Documents shall remain in full force and effect, including any additional terms of default, and any terms of default or limitation on remedies for such default set forth in any plan of reorganization or liquidation in this case shall not apply to the Secured Party.

c. Debtor shall maintain casualty and general liability insurance on the remaining collateral, with the Secured Party named as loss payee.

d. The following shall constitute an "Event of Default:" (i) Debtor's failure to fully perform any of its obligations as provided in this Order; (ii) the appointment of a trustee or other fiduciary for Debtor or the property of Debtor's estate, (iii) the conversion of Debtor's Chapter 11 case to a case under Chapter 7 of the Bankruptcy Code; (iv) the dismissal of Debtor's Chapter 11 case or any converted Chapter 7 case; (v) cancellation or lapse of insurance coverage with respect to the remaining collateral; (vi) any material adverse change in Debtor's business or financial condition; (vii) cessation of Debtor's business operations; or (viii) on or before March 7, 2012 at 5:00 EST, Debtor's fails to either (a) obtain sufficient financing to sustain its business operations for fiscal year 2012 on a profitable basis, or (b) purchases the remaining collateral in an amount agreed to by Secured Party in its sole discretion.

e. Upon the occurrence of an Event of Default under (i), (v) or (vi) above, the Secured Party may give notice of such default via electronic mail to counsel for Debtor addressed to Jonathan Hauser at jonathan.hauser@troutmansanders.com. If

the default is not cured within five (5) business days after such notice is sent, the automatic stay shall be and hereby is modified without further notice or hearing to permit the Secured Party to exercise its rights against the remaining collateral;

f. Upon the occurrence of an Event of Default under (ii), (iii), (iv), (vii), or (viii) above, the automatic stay shall be and hereby is modified without further notice or hearing to permit the Secured Party to exercise its rights against the remaining collateral;

g. The provisions of this Order shall be binding upon and inure to the benefit of the Secured Party and Debtor and their assigns, including any trustee or other representative hereafter appointed for Debtor's estate in this case or any converted case.

h. The security interest and liens granted pre-petition: (a) are and shall be valid, perfected, enforceable, choate, and effective as of the date of the commencement of this case without any further action of Debtor and without the execution, filing, recording of any financing statements, security agreements, or other documents; and (b) shall continue to secure all indebtedness and liabilities of Debtor to the Secured Party existing as of the commencement of this case and thereafter incurred or arising. Notwithstanding the immediate efficacy of the liens granted herein, the Secured Party hereby is authorized to file any financing statements to further evidence the perfection of the liens granted herein, and the automatic stay is modified to permit such filing and perfection.

i. Except as specifically set forth herein, the Secured Party reserves all other rights under its Bond Documents, the United States Bankruptcy Code or non-bankruptcy law.

NOW, THEREFORE, IT HEREBY IS ORDERED, ADJUDGED AND DECREED that:

1. The terms and provisions of this Order as set forth above in paragraph 48 are hereby incorporated by reference and are approved.

2. The terms and provisions of this Order are effective immediately notwithstanding Bankruptcy Rule 4001(a)(3) with respect to any relief granted as to the Control Account and the Construction Fund Accounts or as may subsequently be granted as to the remaining collateral;

3. In the event the stay is lifted with respect to the remaining collateral, the Debtor agrees to make such collateral immediately available to the Secured Party and to turn over all keys to the Secured Party; and

4. Nothing contained in this Order shall affect, diminish or impair the challenge rights contained in Paragraph 7 of the Emergency Interim Consent Order Authorizing the Use of Cash Collateral Pursuant to 11 U.S.C. § 363, Federal Bankruptcy Rule 9014, and Local Bankruptcy Rule 6004-2, Conditioning Debtor's Use of Cash Collateral, Providing Adequate Protection and Setting Continued Interim Hearing [Docket No. 67].

Feb 7 2012

Dated: _____, 2012
Richmond, Virginia

/s/ Douglas O. Tice Jr.

United States Bankruptcy Judge

Entered on Docket: 2/8/12

AGREED AND CONSENTED TO BY:

| | |
|---|--|
| <p><u>/s/ Michael D. Mueller</u> Michael D. Mueller Va. State Bar No. 38216 Jennifer M. McLemore Va. State Bar No. 47164 Christan & Barton, LLP 909 East Main Street Suite 1200 Richmond, Virginia 23219-3095 (804) 697-4147 phone (804) 697-6396 fax Local Counsel to ArborOne, ACA</p> | <p><u>/s/ Vernon E. Inge, Jr.</u> Vernon E. Inge, Jr. Va. State Bar No. 32699 Stanley K. Joynes, III Va. State Bar No. 20764 LeClair Ryan Riverfront Plaza, East Tower 951 East Byrd Street, Eighth Floor Richmond, Virginia 23219 (804) 343-4062 Direct (804) 783-7662 Fax Local Counsel to Morgan Keegan Financial Products, Inc.</p> |
| <p><u>/s/ Christine L. Myatt</u> Christine L. Myatt N.C. State Bar No. 10444 Elizabeth M. Brantley N.C. State Bar No. 38044 Nexsen Pruet, PLLC 701 Green Valley Road, Suite 100 Post Office Box 3463 Greensboro, NC 27402 Telephone: (336) 373-1600 Facsimile: (336) 387-8923 Counsel to ArborOne, ACA</p> | <p><u>/s/ Mark C. Ellenberg</u> Mark C. Ellenberg DC Bar No. 912758 Cadwalader, Wickersham & Taft LLP 700 Sixth Street, N.W Washington, DC 20001 (202) 862-2238 phone (202) 862-2400 fax Counsel to Morgan Keegan Financial Products, Inc.</p> |
| <p><u>/s/ Jonathan L. Hauser</u> Jonathan L. Hauser Va. State Bar No. 18688 Troutman Sanders, LLP 222 Central Park Avenue, Suite 2000 Virginia Beach, Virginia 23462 (757) 687-7768 (phone) (757) 687-7505 (fax) Counsel to The State Fair of Virginia, Inc.</p> | <p><u>/s/ Robert P. McIntosh</u> Robert P. McIntosh Assistant United States Attorney Eastern District of Virginia Va. State Bar No. 66113 1800 Main Street Centre 600 East Main Street Richmond, Virginia 23219-2447 Main Tel: (804) 819-5400 Fax: (804) 819-7417 Counsel to United States Department of Agriculture</p> |
| <p><u>/s/ Robert B. Van Arsdale</u> Robert B. Van Arsdale Assistant United States Trustee Office of The United States Trustee 701 East Broad Street Suite 4304 Richmond, Virginia 23219 Telephone: (804) 771-2327</p> | <p><u>/s/ Christopher A. Jones</u> Christopher A. Jones Va. State Bar No. 40064 Whiteford Taylor & Preston LLP 3190 Fairview Park Drive, Suite 300 Falls Church, Virginia 22042 Telephone: (703) 280 -9263 Counsel to the Unsecured Creditors Committee</p> |

CERTIFICATION

I hereby certify that the foregoing proposed Order has been endorsed by all necessary parties required to do so pursuant to the Rules of Bankruptcy Procedure and Local Rules.

/s/ Michael D. Mueller
Michael D. Mueller
VA State Bar No. 38216

Dated: February 3, 2012

1241555v2

EXHIBIT T

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement"), dated as of December 21, 2007, by and between **The State Fair of Virginia, Inc.**, a Virginia nonprofit corporation, hereinafter referred to as "**Debtor**", **ArborOne, ACA**, as agent and nominee for its wholly-owned subsidiary, **ArborOne, FLCA** ("**Servicer**"), as Servicer under that certain Servicing Agreement, dated the date hereof (the "**Servicing Agreement**"), between Debtor, Secured Party and **Regions Bank**, as Trustee ("**Trustee**"). The Servicer and the Trustee are together referred to as the "**Secured Party**" hereunder. The designation Debtor and Secured Party as used herein shall include said parties, successors and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context. All capitalized terms used, but not otherwise defined herein shall have the meaning set forth in the Servicing Agreement, which is incorporated herein by this reference.

RECITAL OF PURPOSE

This Agreement is executed in contemplation of the financing provided to Debtor through the issuance of the Bonds as more fully described in the Servicing Agreement. Debtor acknowledges that Secured Party and all other parties to the financing would be unwilling to extend the credit to Debtor without the security interests provided hereby. All capitalized terms used herein which are not otherwise defined herein, shall have the meaning as defined in the Servicing Agreement. The Servicing Agreement is hereby incorporated into this Agreement for this purpose.

Contemporaneously herewith, Debtor and Secured Party have entered into an Assignment and Pledge of Investment Securities (the "**Pledge Agreement**"), pursuant to which Debtor has pledged to Secured Party and granted to Secured Party a security interest in certain Pledge Securities (as described in the Pledge Agreement) as security for the Corporate Bonds (as defined in the Servicing Agreement).

I. SECURITY INTEREST

Debtor hereby grants to Secured Party a first priority security interest in all personal property of Debtor as further described on Exhibit A hereto, and all leases and rents from or related to the Real Estate Collateral (as defined in the Servicing Agreement) (collectively, the "**Collateral**").

II. OBLIGATIONS SECURED

The security interests granted hereby secure the Bonds and all other Obligations, as such terms are defined in the Servicing Agreement.

III. FILING OF FINANCING STATEMENTS

Debtor authorizes Secured Party to prepare and file one or more UCC financing statements covering the Collateral as deemed necessary by Secured Party to perfect the liens on the Collateral and such continuation statements and amendments as deemed necessary by



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Secured Party, at any time to maintain its first priority lien position. This Agreement shall continue until the filing of a termination statement of record.

IV. USE AND DISPOSITION OF COLLATERAL

Until the occurrence of an Event of Default hereunder, Debtor may use the Collateral in any lawful manner not inconsistent with this Agreement and the Servicing Agreement. Debtor shall not sell, encumber, or in any manner dispose of any of the Collateral, unless consented to by Secured Party in writing, except as permitted herein or in the Servicing Agreement or other Bond Documents.

Secured Party at all times shall have a license to enter upon any premises where any tangible items of Collateral are located or where any record of an intangible item of Collateral may be maintained, and in connection therewith, Debtor assigns to Secured Party all right, title and interest of Debtor in and to any leases or other agreements between Debtor and various persons having in their possession any or all of the Collateral, or any books or records relating thereto, and such persons may rely upon this Agreement or a copy hereof as authority of Secured Party for entry upon said premises to the same extent and for the same purpose as Debtor may enter thereupon.

V. REPRESENTATIONS, WARRANTIES, AND COVENANTS

Debtor represents, warrants and covenants as follows:

1. Subject to any limitations stated in writing herein or in connection herewith, all information furnished by Debtor to Secured Party concerning the Collateral is, or will be at the time the same is furnished, accurate and complete in all material respects.
2. The office where Debtor keeps its records concerning the Collateral is located at its principal place of business in Richmond, Virginia. Debtor will not remove any such records from its principal place of business without the written consent of Secured Party.
3. The Collateral is used for business purposes.
4. All balance sheets, earnings statements and other financial data furnished Secured Party accurately reflect the financial condition of Debtor as of the date thereof and the results of its operations for the period for which such financial data is furnished. From the date of such financial data there has been no material adverse change, financial or otherwise, in the condition of Debtor; and no litigation or proceeding of any governmental body is presently pending or (to the knowledge of Debtor) threatened against Debtor which, if adversely determined, could materially affect the business, operations, or properties of Debtor.
5. Debtor is authorized to execute and deliver this Agreement and incur the Obligations which it secures and will secure; and this Agreement and the obligations hereunder do not conflict with any provisions of any existing indenture or agreement of Debtor.

6. Debtor has good and marketable title to the Collateral free and clear of all liens, security interests or encumbrances except as referenced in or except as permitted under the Servicing Agreement and other Bond Documents.

VI. TAXES, ASSESSMENTS AND GOVERNMENTAL CHARGES

Debtor will comply with Section 5.3 of the Servicing Agreement. Additionally, on the demand of Secured Party, Debtor will pay any and all taxes, charges and fees arising in relation to or stemming from the creation, perfection, preservation and continuation of any security interest in the Collateral whenever arising.

VII. INDEMNIFICATION

In the event any governmental body, instrumentality, entity or agency determines at any time that any tax, charge, fee and/or penalty is due and owing with regard to the creation, perfection, preservation, or continuity of the security interest intended to be created hereunder or assesses such amounts against Secured Party or Debtor, Secured Party may pay such tax, fee, charge and/or penalty on behalf of Debtor or require Debtor to pay such tax, fee, charge and/or penalty in full on demand. In the event Secured Party pays such tax, fee, charge and/or penalty on behalf of Debtor, Debtor hereby agrees to indemnify Secured Party in full for any such amounts and any costs, fees or charges related thereto, including, without limitation any and all reasonable attorney fees or other legal costs. Any such taxes, fees, charges and/or penalties paid by Secured Party hereunder shall be deemed an advance secured by the Collateral until paid in full and shall be afforded the same protection as advances made under any Obligation secured by this Agreement.

VIII. MAINTENANCE AND PRESERVATION OF COLLATERAL

Debtor will maintain and preserve the Collateral in good order and condition and will not permit the Collateral to be wasted or destroyed and will use all reasonable and diligent efforts to collect accounts receivable and notes receivable when due.

IX. NO OTHER SECURITY INTEREST OR FINANCING STATEMENTS

Except with the prior written consent of Secured Party or as otherwise specifically permitted under the terms of the Servicing Agreement or other Bond Documents, Debtor will not permit or allow to exist any other security interest in or lien upon the Collateral or any financing statement covering the Collateral to be on file in any public office. Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein. Secured Party, however, may contest any claims made against Debtor in the name of Debtor wherein the security hereunder would by an adverse decision be impaired, and Secured Party may charge to Debtor its reasonable expenses in defending any such claims.

X. REPORTS, EXAMINATIONS, INSPECTIONS, ETC.

Upon request by Secured Party, Debtor periodically will furnish to Secured Party information adequate to identify the Collateral and any proceeds arising therefrom, at such times and in such form and substance as may be requested, together with pledges or assignments in

form satisfactory to Secured Party.

Secured Party shall be entitled during normal business hours, by or through any of Secured Party's officers, agents, attorneys, or accountants, to examine or inspect the Collateral wherever located, and to examine, inspect and make extracts from Debtor's books and other records.

XI. COSTS AND EXPENSES PAID BY SECURED PARTY

At its option, Secured Party may pay for insurance on the Collateral, together with taxes, assessments or other charges, which Debtor fails to pay in accordance with the provisions hereof and of the Servicing Agreement, and may discharge any security interest in or lien upon the Collateral. Any payment so made or expense so incurred by Secured Party shall be added to the indebtedness of Debtor to Secured Party, shall be payable on demand, and shall be secured by this Agreement.

XII. EVENTS OF DEFAULT

Debtor shall be in default under this Agreement upon the happening on any of the following events ("**Events of Default**"):

1. If there shall be any default in any of the payment obligations under the Bonds or of any of the other Obligations which is not cured within any applicable time period;
2. There shall occur any Event of Default under the Servicing Agreement which is not cured within any applicable cure period; or
3. If there shall be any default by Debtor in the due observance or performance of any other covenants, terms or conditions contained herein, and such default is not cured within 30 days after notice thereof is given by the Secured Party to the Debtor;
4. If there shall be any loss, theft, substantial damage, destruction or encumbrance of any material portion or value of the Collateral not covered by insurance and such loss or damage is not replaced or repaired within thirty (30) days thereof or such additional time thereafter as may be reasonably necessary.
5. If any representation or warranty of Debtor contained herein be false or misleading in any material respect.

Upon the occurrence and continuance of any such Event of Default and at any time thereafter, Secured Party may, in addition to all rights and remedies provided herein or under applicable law or in equity, declare any or all Obligations secured hereby to be immediately due and payable without presentment, further demand, protest or other notice of dishonor of any kind, all of which are hereby expressly waived. No delay in accelerating the maturity of any Obligation as aforesaid or in taking any other action with respect to any Event of Default shall affect the rights of Secured Party to take any other action with respect thereto, and no waiver as to one Event of Default shall affect rights as to any other Event of Default.

XIII. REMEDIES

Upon the occurrence and continuance of any of the Events of Default specified herein, Secured Party may take any one or more of the following actions;

1. Exercise any and all rights and remedies accorded to it by the Virginia Uniform Commercial Code (as in effect from time to time) with respect to the Collateral;

2. Enter upon the premises where any of the Collateral may be located and take possession of the same, and after first taking inventory of the Collateral, dispose of it in the following manner:

a. In the event the Collateral consists partially, or totally, of items which are perishable or threaten to rapidly decline in value or are of a type customarily sold on a recognized market, Secured Party may sell said items at such time or times and in such manner as it deems economically feasible; and

b. Secured Party may sell all or any part of any Collateral to any person, including Secured Party (if such sale is a public and not a private sale) at a price determined by a disinterested appraiser. Secured Party shall give Debtor ten (10) days notice of a sale of Collateral other than Collateral described in subsection (a) hereinabove. Secured Party shall apply all proceeds realized from the sale of any Collateral in accordance with the provisions of the Servicing Agreement and the Indentures, and otherwise in accordance with the Virginia Uniform Commercial Code (as in effect from time to time).

3. Take possession of all funds and Pledged Securities in all accounts subject to the Pledge Agreement and sell or otherwise apply the same to the Corporate Bonds only; and

4. Take any and all remedial actions provided under the Servicing Agreement, Indentures and other Bond Documents.

XIV. MISCELLANEOUS PROVISIONS

1. The provisions of this Agreement may be amended, or compliance with this agreement waived, at any time by the written agreement of Secured Party and Debtor.

2. Debtor shall do, make, execute and deliver all such additional and further acts, things, deeds, assurances, and instruments as Secured Party reasonably may require for the purpose of more completely vesting in and assuring to Secured Party its rights hereunder and in or to the Collateral.

3. Any notice(s) furnished hereunder shall be deemed conclusively to have been received by a party hereto and be effective on the day on which delivered to such party at the address set forth below (or at such other address as such party shall specify to the other parties in writing), or if sent by certified mail, return receipt requested, on the day of delivery or refusal of delivery as evidenced by the return receipt therefor, if addressed to such party at such address.

(a) If to Secured Party:

ArborOne, ACA
2229 South Irby Street
P.O. Box 13209
Florence, South Carolina 29504
Attention: Richard Horn

And to:

Regions Bank, as Trustee
951 East Byrd Street, Suite 930
Richmond, Virginia 23219
Attention: Sarah McMahon

(b) If to Debtor:

The State Fair of Virginia, Inc.
P.O. Box 26805
Richmond, Virginia 23261-6805
Attention: Curry A. Roberts

5. All rights of Secured Party and all of the rights, remedies and duties of Secured Party and Debtor shall be governed by the laws of the Commonwealth of Virginia.

6. Notwithstanding any provision in this Agreement to the contrary, during the term of the Servicing Agreement, and as provided therein, Servicer shall have the sole authority to control and exercise all rights and remedies granted to Secured Party under this Agreement.

[Signature Page Follows]

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

DEBTOR:

The State Fair of Virginia, Inc.

By: 

Name: Curry A. Roberts

Its: President

SECURED PARTY:

ArborOne, ACA, agent and nominee for its
wholly-owned subsidiary, ArborOne, FLCA,
as Servicer

By: 

Name: Richard Horn

Its: Senior Vice President

Regions Bank, as Trustee

By: 

Name: James D. Mahone

Title: Vice President

EXHIBIT A - COLLATERAL DESCRIPTION

All of Debtor's right, title and interest in and to all assets of Debtor, including but not limited to the following property (the "Collateral"):

(a) All accounts, accounts receivable, contract rights, chattel paper and instruments, and all other rights of Debtor to the payment of money of every nature, type and description, whether now owing to Debtor or hereafter arising, and all monies and other proceeds (cash and non-cash), including, without limitation, the following: all accounts, accounts receivable, book debts, instruments and chattel paper, books of account, computer storage media, ledger books and records of Debtor, deposit account balances, notes, drafts, acceptances, rents, guest room receipts, payments under leases or sales of equipment or inventory and other forms of obligations now or hereafter received by or belonging or owing to Debtor for goods sold or leases and/or services rendered by it, and all of Debtor's rights in, to and under all purchase orders, instruments and other documents now or hereafter received by it evidencing obligations for and representing payment for goods sold or leases and/or services rendered, and all monies due or to become due to Debtor under all contracts for the sale or lease of goods and/or the performance of services by it, now in existence or hereafter arising, including, without limitation, the right to receive the proceeds of said purchase orders and contracts; all contracts, leases, instruments, undertakings, documents or other agreements in or under which Debtor may now or hereafter have any right, title or interest; all customer lists, tax refunds due Debtor from any governmental agency and any and all proceeds of any of the above and any and all replacements of or accessions to and property similar to the foregoing;

(b) All inventory now owned or hereafter acquired by Debtor, of every nature, type and description, wherever located, including, without limitation, all of Debtor's goods or personal property held for lease or sale or being processed for lease or sale, all raw materials, work in progress, finished goods, packaging materials, and all other materials or supplies used or consumed or to be used or consumed in Debtor's business or in the processing, packaging or shipping of the same; and any and all instruments, documents, property, books and records, computer storage media and ledger books arising out of or related in any way to any of the foregoing;

(c) All rights of the Debtor as an unpaid vendor or lienor (including, without limitation, stoppage in transit, replevin and reclamation) with respect to any inventory or other related properties of the Debtor;

(d) All books, records, files, computer programs, computer software and hardware, data processing records and correspondence in any way related to any of the Collateral;

(e) All materials, reserves, deferred payments, deposits or advance payment for materials, undisbursed loan proceeds, or refunds for overpayment relating to any of the Debtor's accounts or inventory;

(f) Any and all accounts and funds under each Indenture (as defined in the Servicing Agreement) to secure the specific Bonds issued under such Indenture, and all cash, money, investments or instruments held therein;

(g) Any and all of Debtor's goods held as equipment, including, without limitation, all machinery, tools, dies, furnishings, or fixtures, wherever located, whether now owned or hereafter acquired, and any computer programs embedded in such equipment and any supporting information provided in connection with a transaction relating to the computer program if the program is associated with the equipment in a manner that it customarily is considered part of the equipment, or by becoming the owner of the equipment, a person acquires a right to use the program in connection with the equipment, together with all increases, parts, fittings, accessories, equipment, and special tools now or hereafter affixed to any part thereof or used in connection therewith;

(h) Any and all of Debtor's goods held as fixtures (as defined in the UCC), whether now existing or hereafter acquired. These goods are or will become fixtures on the real property identified on Exhibit B attached hereto ("Real Property");

(i) Any and all of Debtor's rights and interests in instruments and/or documents (as such terms are defined in the UCC), whether now owned or hereafter acquired, including, without limitation, negotiable instruments, promissory notes (as defined in the UCC), documents of title owned or to be owned by Debtor, and all liens, security agreements, leases, and other contracts securing or otherwise relating to any of said instruments or documents;

(j) Any and all of Debtor's rights and interests in chattel paper, electronic chattel paper, and tangible chattel paper (as such terms are defined in the UCC), including security interests in software and license of software used in specific goods and leases of specific goods and license of software used in the goods;

(k) Any and all of Debtor's rights and interests in and to payment or performance under a letter of credit, whether or not the beneficiary has demanded or is at the time entitled to demand payment or performance;

(l) Any and all of Debtor's rights and interests in and to a letter-of-credit right or secondary obligation that supports the payment or performance of an account, chattel paper, a document, a general intangible, or an instrument (as such terms are defined in the UCC);

(m) Any and all of Debtor's general intangible property, including payment intangibles (as defined in the UCC), whether now owned or hereafter acquired by Debtor or used in Debtor's business currently or hereafter, including, without limitation, all patents, trademarks, service marks, trade secrets, copyrights and exclusive licenses (whether issued or pending), literary rights, contract rights and all documents, applications, materials and other matters related thereto, all inventions, all manufacturing, engineering and production plans, drawings, specifications, processes and systems, all trade names, goodwill and all chattel paper, documents, and instruments relating to such general intangibles;

(n) All revenues of Debtor from whatever source, including but not limited to, all pledges and contributions (subject in each case to any restrictions on the use thereof from the contributing party). "Revenues" refers to all revenues, receipts, contributions, gifts, income and other moneys at any time received by or on behalf of the Debtor, including, without limitation (i) revenues derived from the operation of the Project and all rights to receive the same whether in the form of accounts receivable, contract rights, chattel paper, instruments or other rights, and the proceeds thereof, and any insurance thereon, whether now existing or hereafter coming into existence and whether now owned or held or hereafter acquired by the Debtor and used in connection with the operation of the Project, and (ii) all income earned from the investment of all moneys held from time to time in each fund and account established under each Indenture (but only to secure the specific Bonds issued pursuant to such Indenture);

(o) All rights in and to all crops, livestock, timber and agricultural products of any nature or kind; and

(p) The Pledged Securities under the Pledge Agreement, but only as security for the Corporate Bonds.

(q) Any and all products and proceeds of any of the foregoing (including, but not limited to, any claims to any items referred to in this definition, and any claims of the Debtor against third parties for loss of, damage to or destruction of any or all of the collateral or for proceeds payable under, or unearned premiums with respect to, policies of insurance) in whatever form, including, but not limited to, cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements and other documents and the proceeds of such proceeds.

All terms used herein which are defined in the Uniform Commercial Code of the Commonwealth of Virginia, as amended from time to time (the "UCC"), shall have the meaning assigned to them in the UCC.

EXHIBIT B – REAL PROPERTY DESCRIPTION

TRACT 1

ALL THAT CERTAIN TRACT, LOT OR PARCEL OF LAND SITUATED IN REEDY CHURCH MAGISTERIAL DISTRICT, CAROLINE COUNTY, VIRGINIA, AS SHOWN AS TRACT 1 ON A CERTAIN PLAT OF SURVEY BY TIMMONS GROUP, ENTITLED "ALTA/ACSM LAND TITLE SURVEY SHOWING FIVE TRACTS OF LAND LYING ON THE NORTH AND SOUTH LINES OF STATE ROUTE 30, KNOWN AS MEADOW FARMS" DATED OCTOBER 17, 2007 CONTAINING 102.58+/- ACRES OF LAND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, (MARKED HEREON AS "P.O.B. I") SAID POINT BEING AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY LINE OF STATE ROUTE 30 AND THE CENTERLINE OF THE NORTH ANNA RIVER (SAID POINT ALSO BEING REFERENCED BY A SET ROD ON THE NORTHERN RIGHT-OF-WAY LINE OF STATE ROUTE 30 S 88°38'51" E, 100+/- FEET, MARKING THE BEGINNING OF A SURVEY TIE LINE HAVING A BEARING AND DISTANCE OF N 02°08'33" W, 2432.02 FEET TO A ROD FOUND, SAID ROD BEING THE TERMINAL END OF THE SURVEY TIE LINE.); THENCE, LEAVING THE NORTHERN RIGHT-OF-WAY LINE OF STATE ROUTE 30, WITH THE CENTERLINE OF THE NORTH ANNA RIVER IN A NORTHERLY DIRECTION AS IT MEANDERS FOR 2,497+/- TO A POINT; THENCE, LEAVING THE CENTERLINE OF THE NORTH ANNA RIVER N 42°13'01" E, PASSING THROUGH A ROD FOUND ON LINE AT 206+/- FEET, SAID ROD BEING THE PREVIOUSLY MENTIONED TERMINAL END OF THE SURVEY TIE LINE, THENCE CONTINUING ON THE SAME LINE 255.56 FEET TO A ROD FOUND, THE TOTAL LENGTH OF THIS LINE BEING 462+/- FEET; THENCE, S 87°24'20" E, 421.63 FEET TO A ROD FOUND; THENCE, N 04°40'03" W, 99.83 FEET TO A ROD FOUND; THENCE, S 87°59'54" E, 73.08 FEET TO A ROD FOUND; THENCE, S 15°51'27" E, 74.76 FEET TO A ROD FOUND; THENCE, S 52°59'40" E, 165.47 FEET TO A ROD FOUND; THENCE, S 04°21'59" W, 199.16 FEET TO A ROD FOUND; THENCE, S 26°02'17" W, 181.57 FEET TO A ROD FOUND; THENCE, S 04°38'13" E, 316.97 FEET TO A ROD FOUND; THENCE, S 24°38'13" E, 530.40 FEET TO A SET ROD; THENCE, S 28°50'47" E, 216.73 FEET TO A ROD FOUND; THENCE, S 59°32'38" E, 118.13 FEET TO A ROD FOUND; THENCE, S 44°50'09" E, 120.40 FEET TO A ROD FOUND; THENCE, S 65°23'53" E, 50.25 FEET TO A ROD FOUND; THENCE, S 53°29'58" E, 205.44 FEET TO A ROD FOUND; THENCE, S 17°05'30" E, 79.48 FEET TO A ROD FOUND; THENCE, S 78°22'14" E, 81.72 FEET TO A SET ROD; THENCE, N 66°33'53" E, 174.13 FEET TO A ROD FOUND; THENCE, N 77°58'12" E, 154.29 FEET TO A ROD FOUND; THENCE, S 09°08'12" E, 81.17 FEET TO A ROD FOUND; THENCE, S 89°00'58" E, 204.97 FEET TO A ROD FOUND; THENCE, N 07°51'07" W, 26.74 FEET TO A ROD FOUND; THENCE, N 85°38'03" E, 173.19 FEET TO A ROD FOUND; THENCE, N 65°41'26" E, 115.97 FEET TO A ROD FOUND; THENCE, N 72°36'13" E, 270.77 FEET TO A POWER POLE FOUND; THENCE, N 82°21'51" E, 414.03 FEET TO A ROD FOUND; THENCE, N 75°55'38" E, 151.78 FEET TO A ROD FOUND; THENCE, N 85°17'11" E, 81.73 FEET TO A ROD FOUND; THENCE, N 31°45'14" E, 30.64 FEET TO A GATE POST FOUND; THENCE, N 19°16'22" W, 95.16 FEET TO A ROD FOUND; THENCE, S 83°35'58" E, 208.87 FEET TO A ROD FOUND; THENCE, S 70°24'26" E, 149.35 FEET TO A ROD FOUND; THENCE, S 48°05'41" E, 137.48 FEET TO A ROD FOUND; THENCE, S 67°14'28" E, 344.34 FEET TO A ROD WITH CAP FOUND IN FENCE; THENCE, S 53°23'21" E, (PASSING THROUGH A ROD FOUND ON LINE AT 468.18 FEET) 523.72 FEET TO A BENT T-BAR FOUND, SAID T-BAR BEING ON THE NORTHERN RIGHT-OF-WAY LINE OF STATE ROUTE 30; THENCE, WESTERLY ALONG THE NORTHERN RIGHT-OF-WAY LINE OF STATE ROUTE 30 THE FOLLOWING FIVE (5) COURSES: ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1487.39 FEET, A LENGTH OF 317.41 FEET, A CENTRAL ANGLE OF 12°13'37", A

TANGENT LENGTH OF 159.31 FEET, A CHORD BEARING OF S 80°29'47" W AND A CHORD DISTANCE OF 316.81 FEET TO A MONUMENT FOUND; THENCE, S 74°22'58" W, 1511.64 FEET TO A MONUMENT FOUND; THENCE, S 15°37'02" E, 25.00 FEET TO A MONUMENT FOUND; THENCE, S 74°22'58" W, 136.17 FEET TO A ROD FOUND; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 2834.79 FEET, A LENGTH OF 359.57 FEET, A CENTRAL ANGLE OF 07°16'03", A TANGENT LENGTH OF 180.03 FEET, A CHORD BEARING OF S 78°01'00" W, AND A CHORD DISTANCE OF 359.33 FEET TO A ROD FOUND; THENCE, LEAVING THE NORTHERN RIGHT-OF-WAY LINE OF STATE ROUTE 30, N 01°30'26" W, 676.71 FEET TO A ROD FOUND; THENCE, S 89°06'51" W, 90.73 FEET TO A ROD FOUND; THENCE, S 74°01'32" W, 192.51 FEET TO A ROD FOUND; THENCE, N 87°13'08" W, 162.69 FEET TO A ROD FOUND; THENCE, S 36°33'55" W, 49.85 FEET TO A ROD FOUND; THENCE, N 88°19'26" W, 149.21 FEET TO A SET ROD; THENCE, S 01°40'13" W, 312.27 FEET TO A ROD FOUND; THENCE, S 33°41'23" W, 106.12 FEET TO A SET ROD; THENCE, S 16°54'38" W, 101.11 FEET TO A ROD FOUND; THENCE, S 05°30'41" W, 100.65 FEET TO A SET ROD ON THE NORTHERN RIGHT-OF-WAY LINE OF STATE ROUTE 30; THENCE, WESTERLY ALONG THE NORTHERN RIGHT-OF-WAY LINE OF STATE ROUTE 30 THE FOLLOWING FIVE (5) COURSES: N 88°38'51" W, 134.65 FEET TO A SET ROD; THENCE, N 84°21'30" W, 200.56 FEET TO A SET ROD; THENCE, N 88°38'51" W, 325.00 FEET TO A SET ROD; THENCE, S 56°21'38" W, 61.01 FEET TO A SET ROD; THENCE, N 88°38'51" W, PASSING THROUGH A SET ROD ON LINE AT 654.82 FEET, SAID ROD BEING THE PREVIOUSLY MENTIONED BEGINNING OF THE SURVEY TIE LINE, THENCE CONTINUING ON THE SAME LINE 100+/- FEET TO A POINT AT THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY LINE OF STATE ROUTE 30 AND THE CENTERLINE OF THE NORTH ANNA RIVER, THE TOTAL LENGTH OF THIS LINE BEING 755+/- FEET, SAID POINT ALSO BEING THE TRUE PLACE AND POINT OF BEGINNING AND CONTAINING 4,468,435+/- SQUARE FEET OR 102.58+/- ACRES OF LAND, MORE OR LESS.

TRACT II-A

ALL THAT CERTAIN TRACT, LOT OR PARCEL OF LAND SITUATED IN REEDY CHURCH MAGISTERIAL DISTRICT, CAROLINE COUNTY, VIRGINIA, AS SHOWN AS TRACT II-A ON A CERTAIN PLAT OF SURVEY BY TIMMONS GROUP, ENTITLED "ALTA/ACSM LAND TITLE SURVEY SHOWING FIVE TRACTS OF LAND LYING ON THE NORTH AND SOUTH LINES OF STATE ROUTE 30, KNOWN AS MEADOW FARMS" DATED OCTOBER 17, 2007 CONTAINING 112.68+/- ACRES OF LAND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, (MARKED HEREON AS "P.O.B. II-A") SAID POINT BEING AT THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY LINE OF STATE ROUTE 30 AND THE CENTERLINE OF THE NORTH ANNA RIVER (SAID POINT ALSO BEING REFERENCED BY A SET ROD ON THE SOUTHERN RIGHT-OF-WAY LINE OF STATE ROUTE 30 S 88°38'51" E, 100+/- FEET, MARKING THE BEGINNING OF A SURVEY TIE LINE HAVING A BEARING AND DISTANCE OF S 04°27'38" W, 2927.31 FEET TO A ROD FOUND, SAID ROD BEING THE TERMINAL END OF THE SURVEY TIE LINE.); THENCE, EASTERLY WITH THE SOUTHERN RIGHT-OF-WAY LINE OF STATE ROUTE 30, S 88°38'51" E, PASSING THROUGH A ROD MARKING THE PREVIOUSLY DESCRIBED BEGINNING OF THE SURVEY TIE LINE AT 100+/- FEET, THENCE CONTINUING ON THE SAME LINE 1524.08 FEET TO A ROD FOUND, THE TOTAL LENGTH OF THIS LINE BEING 1624± FEET, SAID ROD BEING ON THE WESTERN RIGHT-OF-WAY LINE OF STATE ROUTE 652; THENCE, LEAVING THE SOUTHERN RIGHT-OF-WAY LINE OF STATE ROUTE 30, SOUTHERLY WITH THE WESTERN RIGHT-OF-WAY LINE OF STATE ROUTE 652 THE FOLLOWING FIVE (5) COURSES: S 65°02'44" E, 38.77 FEET TO A ROD FOUND; THENCE, S 00°00'09" W, 721.49 FEET TO A SET ROD; THENCE, ALONG A

TANGENT CURVE TO THE LEFT WITH A RADIUS OF 2909.79 FEET, A LENGTH OF 401.53 FEET, A CENTRAL ANGLE OF 07°54'23", A TANGENT LENGTH OF 201.08 FEET, A CHORD BEARING OF S 03°57'02" E, AND A CHORD DISTANCE OF 401.21 FEET TO A SET ROD; THENCE, S 07°54'14" E, 1277.18 FEET TO A SET ROD; THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 999.93 FEET, A LENGTH OF 227.21 FEET, A CENTRAL ANGLE OF 13°01'09", A TANGENT LENGTH OF 114.10 FEET, A CHORD BEARING OF S 14°24'48" E, AND A CHORD DISTANCE OF 226.72 FEET TO A SET NAIL IN BASE OF A 36" TWIN PIN OAK; THENCE, LEAVING THE WESTERN RIGHT-OF-WAY LINE OF STATE ROUTE 652, S 81°58'32" W, 1506.84 FEET TO A ROD FOUND; THENCE, S 87°55'56" W, 204.43 FEET TO A ROD FOUND; THENCE, S 83°09'08" W, PASSING THROUGH A ROD FOUND ON LINE AT 352.27 FEET, SAID ROD BEING THE PREVIOUSLY MENTIONED TERMINAL END OF THE SURVEY TIE LINE, THENCE CONTINUING ON THE SAME LINE 86+/- FEET TO THE CENTERLINE OF THE NORTH ANNA RIVER, THE TOTAL LENGTH OF THIS LINE BEING 438+/- FEET; THENCE, NORTHERLY WITH THE CENTERLINE OF THE NORTH ANNA RIVER, 3,384+/- FEET TO A POINT, SAID POINT BEING AT THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY LINE OF STATE ROUTE 30 AND THE CENTERLINE OF THE NORTH ANNA RIVER, SAID POINT BEING THE TRUE PLACE AND POINT OF BEGINNING AND CONTAINING 4,908,425+/- SQUARE FEET OR 112.68+/- ACRES OF LAND, MORE OR LESS.

TRACT II-B

ALL THAT CERTAIN TRACT, LOT OR PARCEL OF LAND SITUATED IN REEDY CHURCH MAGISTERIAL DISTRICT, CAROLINE COUNTY, VIRGINIA, AS SHOWN AS TRACT II-B ON A CERTAIN PLAT OF SURVEY BY TIMMONS GROUP, ENTITLED "ALTA/ACSM LAND TITLE SURVEY SHOWING FIVE TRACTS OF LAND LYING ON THE NORTH AND SOUTH LINES OF STATE ROUTE 30, KNOWN AS MEADOW FARMS" DATED OCTOBER 17, 2007 CONTAINING 104.632 ACRES OF LAND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING A ROD FOUND ON THE SOUTHERN RIGHT-OF-WAY LINE OF STATE ROUTE 30 AT ITS INTERSECTION WITH THE EASTERN RIGHT-OF-WAY LINE OF STATE ROUTE 652, THENCE, EASTERLY WITH THE SOUTHERN RIGHT-OF-WAY OF STATE ROUTE 30 THE FOLLOWING TWELVE (12) COURSES: ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2993.79 FEET, A LENGTH OF 757.37 FEET, A CENTRAL ANGLE OF 14°29'41", A TANGENT LENGTH OF 380.72 FEET, A CHORD BEARING OF N 81°37'49" E AND A CHORD DISTANCE OF 755.35 FEET TO A ROD FOUND; THENCE, N 74°22'58" E, 409.08 FEET TO A ROD FOUND; THENCE, N 81°13'32" E, 125.90 FEET TO A ROD FOUND; THENCE, S 15°37'02" E, 120.00 FEET TO A ROD FOUND; THENCE, N 74°22'58" E, 220.00 FEET TO A ROD FOUND; THENCE, N 15°37'02" W, 120.00 FEET TO A ROD FOUND; THENCE, N 74°22'58" E, 892.26 FEET TO A SET ROD; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1288.39 FEET, A LENGTH OF 129.69 FEET, A CENTRAL ANGLE OF 05°46'02", A TANGENT LENGTH OF 64.90 FEET, A CHORD BEARING OF N 77°15'59" E, AND A CHORD DISTANCE OF 129.63 FEET TO A ROD FOUND; THENCE, S 56°12'20" E, 65.03 FEET TO A ROD FOUND; THENCE, N 84°37'13" E, 100.00 FEET TO A ROD FOUND; THENCE, N 36°32'27" E, 56.46 FEET TO A ROD FOUND; THENCE, S 81°14'28" E, 531.05 FEET TO A ROD FOUND; THENCE, S 67°50'15" E, 698.94 FEET TO A SET ROD; THENCE, LEAVING THE SOUTHERN RIGHT-OF-WAY OF STATE ROUTE 30, S 76°11'44" W, 166.01 FEET TO A ROD FOUND; THENCE, S 01°52'37" E, 220.56 FEET TO A ROD FOUND; THENCE, N 85°06'31" W, 285.30 FEET TO A T-BAR WITH CAP FOUND; THENCE, S 38°00'24" W, 237.21 FEET TO A ROD WITH CAP FOUND; THENCE, S 28°48'52" W, 473.60 FEET TO A ROD FOUND; THENCE, S 01°52'36" E, 278.55 FEET TO A ROD WITH CAP FOUND; THENCE, S 82°29'52" W,

1967.83 FEET TO A ROD FOUND; THENCE, S 82°11'33" W, PASSING THROUGH A ROD FOUND ON LINE AT 1070.78 FEET WITNESSING THE TRUE CORNER, THENCE CONTINUING ON THE SAME LINE 5.28 FEET TO THE TRUE CORNER AND BEING UNMARKED, THE TOTAL LENGTH OF THIS LINE BEING 1076.06 FEET, SAID UNMARKED CORNER BEING ON THE EASTERN RIGHT-OF-WAY LINE OF STATE ROUTE 652; THENCE, NORTHERLY WITH THE EASTERN RIGHT-OF-WAY LINE OF STATE ROUTE 652 THE FOLLOWING SEVEN (7) COURSES: N 08°24'10" W, 27.56 FEET TO A SET ROD; THENCE, N 07°54'14" W, 104.54 FEET TO A SET ROD; THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 2834.79 FEET, A LENGTH OF 391.18 FEET, A CENTRAL ANGLE OF 07°54'23", A TANGENT LENGTH OF 195.90 FEET, A CHORD BEARING OF N 03°57'02" W, AND A CHORD DISTANCE OF 390.87 FEET TO A SET ROD; THENCE, N 00°00'09" E, 221.49 FEET TO A SET MAG NAIL; THENCE, N 08°32'00" E, 101.12 FEET TO A SET ROD; THENCE, N 00°00'09" E, 400.00 FEET TO A ROD FOUND; THENCE, N 38°20'43" E, 45.32 FEET TO A ROD FOUND, SAID ROD BEING ON THE SOUTHERN RIGHT-OF-WAY OF STATE ROUTE 30, SAID POINT ALSO BEING THE TRUE PLACE AND POINT OF BEGINNING AND CONTAINING 4,557,789 SQUARE FEET OR 104.632 ACRES OF LAND, MORE OR LESS.

TRACT III

ALL THAT CERTAIN TRACT, LOT OR PARCEL OF LAND SITUATED IN REEDY CHURCH MAGISTERIAL DISTRICT, CAROLINE COUNTY, VIRGINIA, AS SHOWN AS TRACT III ON A CERTAIN PLAT OF SURVEY BY TIMMONS GROUP, ENTITLED "ALTA/ACSM LAND TITLE SURVEY SHOWING FIVE TRACTS OF LAND LYING ON THE NORTH AND SOUTH LINES OF STATE ROUTE 30, KNOWN AS MEADOW FARMS" DATED OCTOBER 17, 2007 CONTAINING 9.754 ACRES OF LAND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, (MARKED HEREON AS "P.O.B. III") SAID POINT BEING A ROD SET ON THE NORTHERN RIGHT-OF-WAY LINE OF STATE ROUTE 30, AND ALSO BEING 1,476+/- FEET EAST OF THE INTERSECTION OF THE CENTERLINE OF THE NORTH ANNA RIVER AND THE NORTHERN RIGHT-OF-WAY LINE OF STATE ROUTE 30 (AS MEASURED ALONG THE NORTHERN RIGHT-OF-WAY LINE OF STATE ROUTE 30); THENCE, LEAVING THE NORTHERN RIGHT-OF-WAY LINE OF STATE ROUTE 30, N 05°30'41" E, 100.65 FEET TO A ROD FOUND; THENCE, N 16°54'38" E, 101.11 FEET TO A SET ROD; THENCE, N 33°41'23" E, 106.12 FEET TO A ROD FOUND; THENCE, N 01°40'13" E, 312.27 FEET TO A SET ROD; THENCE, S 88°19'26" E, 149.21 FEET TO A ROD FOUND; THENCE, N 36°33'55" E, 49.85 FEET TO A ROD FOUND; THENCE, S 87°13'08" E, 162.69 FEET TO A ROD FOUND; THENCE, N 74°01'32" E, 192.51 FEET TO A ROD FOUND; THENCE, N 89°06'51" E, 90.73 FEET TO A ROD FOUND; THENCE, S 01°30'26" E, 676.71 FEET TO A ROD FOUND, SAID ROD BEING ON THE NORTHERN RIGHT-OF-WAY LINE OF STATE ROUTE 30; THENCE, WESTERLY WITH THE NORTHERN RIGHT-OF-WAY LINE OF STATE ROUTE 30 THE FOLLOWING FOUR (4) COURSES: ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2834.79 FEET, A LENGTH OF 181.84 FEET, A CENTRAL ANGLE OF 03°40'31", A TANGENT LENGTH OF 90.95 FEET, A CHORD BEARING OF S 83°29'17" W AND A CHORD DISTANCE OF 181.81 FEET TO A SET ROD; THENCE, N 82°12'39" W, 100.56 FEET TO A SET ROD; THENCE, S 89°20'19" W, 197.85 FEET TO A SET ROD; THENCE, N 88°38'51" W, 263.94 FEET TO A SET ROD. SAID ROD ALSO BEING THE TRUE PLACE AND POINT OF BEGINNING AND CONTAINING 424,903 SQUARE FEET OR 9.754 ACRES OF LAND, MORE OR LESS.

TRACT IV

ALL THAT CERTAIN TRACT, LOT OR PARCEL OF LAND SITUATED IN REEDY CHURCH MAGISTERIAL DISTRICT, CAROLINE COUNTY, VIRGINIA, AS SHOWN AS TRACT IV ON A CERTAIN PLAT OF SURVEY BY TIMMONS GROUP, ENTITLED "ALTA/ACSM LAND TITLE SURVEY SHOWING FIVE TRACTS OF LAND LYING ON THE NORTH AND SOUTH LINES OF STATE ROUTE 30, KNOWN AS MEADOW FARMS" DATED OCTOBER 17, 2007, CONTAINING 1.461 ACRES OF LAND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, (MARKED HEREON AS "P.O.B. IV") SAID POINT BEING A ROD SET ON THE SOUTHERN RIGHT-OF-WAY LINE OF STATE ROUTE 30, AND ALSO BEING 4,225.78 FEET EAST OF THE INTERSECTION OF THE EASTERN RIGHT-OF-WAY LINE OF STATE ROUTE 652 AND THE SOUTHERN RIGHT-OF-WAY LINE OF STATE ROUTE 30 (AS MEASURED ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF STATE ROUTE 30); THENCE, WITH THE SOUTHERN RIGHT-OF-WAY OF STATE ROUTE 30, S 67°50'15" E, 147.04 FEET TO A ROD FOUND; THENCE, LEAVING THE SOUTHERN RIGHT-OF-WAY OF STATE ROUTE 30, S 20°31'44" W, 237.37 FEET TO A ROD FOUND; THENCE, N 85°06'31" W, 207.69 FEET TO A ROD FOUND; THENCE, N 01°52'37" W, 220.56 FEET TO A ROD FOUND; THENCE, N 76°11'44" E, 166.01 FEET TO A SET ROD, SAID ROD BEING ON THE SOUTHERN RIGHT-OF-WAY OF STATE ROUTE 30, SAID ROD ALSO BEING THE TRUE PLACE AND POINT OF BEGINNING AND CONTAINING 63,627 SQUARE FEET OR 1.461 ACRES OF LAND, MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED BY THE FOLLOWING DEEDS: 1.) TO ATLANTIC RURAL EXPOSITION, INCORPORATION, A VIRGINIA CORPORATION BY DEED FROM ROSS A. STERNHEIMER, UNMARRIED, DATED JULY 21, 2003 AND RECORDED JULY 22, 2003, IN THE CLERK'S OFFICE, CIRCUIT COURT, CAROLINE COUNTY, VIRGINIA IN DEED BOOK 638, PAGE 255; 2.) TO THE STATE FAIR OF VIRGINIA, A VIRGINIA CORPORATION BY DEED FROM JOHN ("SONNY") NEWSOM SMITH, JR. AND LAURA ELIZABETH MCDONALD, HUSBAND AND WIFE, DATED DECEMBER 10, 2004 AND RECORDED DECEMBER 15, 2004, IN THE CLERK'S OFFICE, CIRCUIT COURT, CAROLINE COUNTY, VIRGINIA IN DEED BOOK 720, PAGE 92.

#1684103v3

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

| | | |
|-----------------------------------|---|-----------------------|
| In re: |) | Chapter 7 |
| |) | |
| THE STATE FAIR OF VIRGINIA, INC., |) | Case No. 11-37588-DOT |
| A Virginia non-stock corporation |) | |
| |) | |
| Debtor. |) | |

**MOTION (A) FOR AUTHORITY TO SELL PERSONAL
PROPERTY FREE AND CLEAR OF ALL LIENS, CLAIMS,
INTERESTS, AND ENCUMBRANCES, (B) TO AUTHORIZE
SALE AND NOTICE PROCEDURES, AND (C) TO SHORTEN
NOTICE THEREOF AND MEMORANDUM IN SUPPORT THEREOF**

Lynn L. Tavenner, Trustee, the Chapter 7 Trustee in the above captioned case, by counsel, pursuant to 11 U.S.C. § 363(b) and (f) and Rules 2002, 4001, 6004 and 9006 of the Federal Rules of Bankruptcy Procedure, moves the Court for authority to sell certain titled vehicles and trailers (collectively, the “Property”) free and clear of all liens, claims, interests, and encumbrances and to shorten notice thereof and, in support thereof, states as follows:

Background

1. On December 1, 2011 (the “Petition Date”), SFVA, a Virginia non-stock corporation (the “Debtor”), filed a voluntary petition under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Virginia. Upon information

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Counsel for Lynn L. Tavenner, Trustee

**TRADEMARK
REEL: 005018 FRAME: 0770**

and belief, the Debtor has owned and operated a state fairgrounds facility known as the “The Meadow Event Park” located in Doswell, Caroline County, Virginia (the “Real Property”).

2. On or about February 8, 2012, this Court entered an Order granting ArborOne, ACA, as agent/nominee for its wholly owned subsidiary, ArborOne FLCA, as Lender of Record and Servicer under the Bond Indenture (“ArborOne”) partial relief from the automatic stay as to certain other accounts in the name of the Debtor and finding adequate protection as to all other property of the Debtor until March 7, 2012 (“Relief Order”)[Doc. # 108]. The Relief Order expired by its terms on March 7, 2012 and the automatic stay was thereafter lifted for ArborOne to foreclose its security interest in the Real Property and certain personal property (the “Personal Property”) of the Debtor

3. On March 14, 2012, the Court entered an Order converting the Chapter 11 case to a case under Chapter 7 of the Bankruptcy Code.

4. On March 15, 2012, Lynn L. Tavenner (the “Trustee”) was appointed by the United States Trustee to act as Chapter 7 Trustee in this case. Since her appointment on March 15, 2012, the Trustee diligently has been investigating the financial affairs of the Debtor, specifically including, but not limited to, the assets of and claims against the bankruptcy estate related to the liens and collateral positions asserted under relevant state law and/or prior orders of the Court and investigating any claims or causes of action that are property of the estate.

5. A foreclosure/auction sale of the Real Property and certain of the Personal Property related to the Project is currently scheduled to begin May 22, 2012 and conclude a few days thereafter. Numerous entities interested in acquiring the Real Property and certain of the Personal Property desire to resume and continue the tradition of the Virginia State Fair at the Real Property.

6. The Trustee and ArborOne wish to resolve and settle all matters and things in dispute between them with respect to certain matters as more particularly described in Joint Motion of Trustee and ArborOne, ACA for an Order Approving A Settlement Agreement Pursuant to Bankruptcy Rule 9019 filed simultaneously herewith (the “Settlement Motion”).

7. This Court has jurisdiction over this matter and the parties in interest and properties and interests affected hereby pursuant to 28 U.S.C. §157(b) and §1334. This is a “core” proceeding under 28 U.S.C. §157(b)(2).

6. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Proposed Sale

8. One of the terms of the proposed settlement described in the Settlement Motion is that the Property may be sold in conjunction with ArborOne’s advertised auction (the “ArborOne Auction”) of its Real Property and Personal Property collateral, with no cost to the Estate, and ArborOne agrees to account for and remit to the Estate the proceeds derived from the sale of the Property.

9. Accordingly, the Trustee requests authority to allow the Property to be sold at the ArborOne Auction. The Property will be sold “AS IS, WHERE IS” to purchasers free and clear of all liens, claims and encumbrances, with such liens, claims and encumbrances to transfer, affix and attach to the net proceeds of sale, and the net proceeds will be held in escrow, pending the determination of the validity, priority, and extent of any liens, claims, interests, and encumbrances against the Property. The Trustee is aware of no such liens, claims and/or encumbrances.

10. The Trustee moves the Court for entry of an order authorizing her to sell the Property as provided herein and submits that the proposed sale of the Property is in the best interest of the Debtor's estate and creditors.

11. Lastly, for the reasons stated below, the Trustee respectfully requests that the Court shorten the requisite notice period under Federal Rules of Bankruptcy Procedure 2002, 4001, 6004 and 9006 (the "Bankruptcy Rules" and each a "Bankruptcy Rule").

Legal Authority

12. Section 363(b) provides that the Trustee, "after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate."

13. It does not appear that any entity has a valid, perfected lien against the Property. However, to the extent any entity possesses a valid, perfected lien against the Property, § 363(f) of the Bankruptcy Code permits the sale of property of the estate free and clear of all liens, claims, interests, and encumbrances. The ability to offer and deliver an order free and clear of liens, claims and interests is beneficial to the estate even where it becomes evident that no such interests exist.

14. Section 363(f) of the Bankruptcy Code provides for a sale free and clear of liens if

—

- (a) applicable nonbankruptcy law permits sale of such property free and clear of such interest;
- (b) such entity consents;
- (c) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (d) such interest is in bona fide dispute; or
- (e) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. §363(f) (2004).

15. The sale of the Property is in the best interest of the Debtor's bankruptcy estate and the bankruptcy estate's creditors. As part of her settlement with ArborOne, the Property will may be sold at the ArborOne Auction, with no cost to the Estate, and ArborOne will account for and remit to the Estate the proceeds derived there from

Notice

16. Section 363(b)(1) of the Bankruptcy Code provides: "[t]he Trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1) (2004). Section 105(a) of the Bankruptcy Code provides in relevant part, "[t]he Court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." The notice and hearing requirements of § 363(b)(1) are met if the notice and opportunity for hearing that are given are appropriate in the particular circumstances. See 11 U.S.C. § 102(1)(A) (2004) (defining "after notice and a hearing").

17. Generally, Bankruptcy Rule 2002 requires that a minimum of twenty-one (21) days notice of proposed sales and uses of property outside the ordinary course of business be provided. Fed. R. Bankr. P. 2002(a)(2) (2004). Pursuant to Bankruptcy Rule 9006, the Court, for cause, may reduce said notice period. The ArborOne Auction is scheduled to begin May 22, 2012 and conclude a few days thereafter. Accordingly, cause exists to reduce the requested notice period.

18. All parties receiving ECF notice in this case have been notified of the Trustee's intention to sell the Property as proposed herein. In light of the nature of the relief requested herein and the Trustee's compliance with Bankruptcy Rule 2002(a)(2), 6004 and 9006, the Trustee submits that no other or further notice is required.

WHEREFORE, the Trustee respectfully requests the Court enter an Order, in substantially the same form as Exhibit A attached hereto: (1) approving the sale of the Property free and clear of all liens, claims, interests, and encumbrances with any such liens or other claims attaching to the proceeds of the sale; (2) authorizing the Trustee to escrow the remaining sale proceeds pending the determination of the validity, priority, and extent of any alleged lien interests to the extent any liens are alleged and disputed by the Trustee; (3) shortening the notice period; and (4) granting such other and further relief as is just and appropriate under the circumstances.

LYNN L. TAVENNER, TRUSTEE

By: /s/ Paula S. Beran
Counsel

Lynn L. Tavenner, Esquire (Va. Bar No. 30083)
Paula S. Beran, Esquire (Va. Bar No. 34679)
Tavenner & Beran, PLC
20 North Eighth Street, Second Floor
Richmond, Virginia 23219
Telephone: (804) 783-8300
Telecopy: (804) 783-0178

Counsel for Lynn L. Tavenner, Trustee

CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of May, 2012, a true copy of the foregoing Motion (A) For Authority To Sell Property Free And Clear Of All Liens, Claims, Interests, And Encumbrances; (B) To Authorize Sale And Notice Procedures; And (C) To Shorten Notice Thereof And Memorandum in Support Thereof was sent by first class mail, postage prepaid and/or electronic delivery to all parties listed on Schedule A attached hereto

/s/ Paula S. Beran

Counsel

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

In re:) Chapter 7
)
THE STATE FAIR OF VIRGINIA, INC.,) Case No. 11-37588-DOT
A Virginia non-stock corporation)
)
Debtor.)

**ORDER AUTHORIZING THE SALE OF PERSONAL PROPERTY
FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS, AND
ENCUMBRANCES, APPROVING NOTICE AND SALE
PROCEDURES AND SHORTENING REQUISITE NOTICE PERIOD**

This matter came before the Court upon the Motion (A) For Authority To Sell Property Free And Clear Of All Liens, Claims, Interests, And Encumbrances; (B) To Authorize Sale And Notice Procedures; And (C) To Shorten Notice Thereof And Memorandum in Support Thereof (the "Motion") filed by Lynn L. Tavenner, Trustee ("Trustee") of the bankruptcy estate of The State Fair of Virginia, Inc. (the "Debtor").

AND IT APPEARING that proper notice of the hearing on this Motion was given that no objection has been filed to the Motion and that the relief sought is just and proper and in the best interest of the estate, and for good cause shown, it is hereby:

ORDERED, ADJUDGED AND DECREED that:

1. The Motion is hereby GRANTED;
2. Capitalized terms not otherwise defined herein shall have the meanings given to

Lynn L. Tavenner, Esquire (Va. Bar No. 30083)
Paula S. Beran, Esquire (Va. Bar No. 34679)
Tavenner & Beran, PLC
20 North Eighth Street, Second Floor
Richmond, Virginia 23219
Telephone: (804) 783-8300
Telecopy: (804) 783-0178

Counsel for Lynn L. Tavenner, Trustee

**TRADEMARK
REEL: 005018 FRAME: 0777**

them in the Motion.

3. The Trustee is hereby authorized to allow to be sold, pursuant to the terms described in the Motion, sell certain titled vehicles and trailers (the "Property").

4. The Property shall be sold "AS IS, WHERE IS" to purchasers free and clear of all liens, claims and encumbrances, with such liens, claims and encumbrances to transfer, affix and attach to the net proceeds of sale.

5. The Trustee is authorized (a) to hold in escrow the remaining sale proceeds pending the determination of the validity, priority, and extent of any alleged lien interests to the extent any liens are alleged and disputed by the Trustee, and, thereafter; and (b) to distribute pursuant to the priority scheme established by the Bankruptcy Code.

6. Pursuant to Rule 9006 of the Federal Rules of Bankruptcy Procedure, the requisite notice period is hereby reduced to _____ days.

7. As permitted by Bankruptcy Rule 6004(g), notwithstanding Bankruptcy Rule 7062, this Order shall be effective and enforceable immediately upon entry.

The Clerk is directed to send a copy of this Order upon entry to all parties listed on the Service List attached hereto.

ENTERED:

CHIEF UNITED STATES BANKRUPTCY JUDGE

I ask for this:

Paula S. Beran, Esquire (Va. Bar No. 34679)
Tavener & Beran, PLC
20 North Eighth Street, Second Floor
Richmond, Virginia 23219
Telephone: (804) 783-8300
Telecopy: (804) 783-0178

Counsel for Lynn L. Tavener, Trustee

Local Rule 9022-1 Certification

I hereby certify that pursuant to Local Rule 9022-1, the foregoing Order has been either seen or endorsed by all necessary parties.

Counsel

Service List for Entered Order

Robert B. Van Arsdale, Esquire
Office of the United States Trustee
701 East Broad Street, Suite 4304
Richmond, Virginia 23219

Jonathan L. Hauser Esquire
Troutman Sanders LLP
222 Central Park Avenue, Suite 2000
P. O. Box 61185
Virginia Beach, VA 23466-1185

Paula S. Beran, Esquire
Tavenner & Beran, PLC
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CHRISTIAN & BARTON, LLP
909 East Main Street, Suite 1200
Richmond, Virginia 23219-3095

Christine L. Myatt, Esquire
NEXSEN PRUET, PLLC
701 Green Valley Road, Suite 100
Greensboro, North Carolina 27408

| | |
|--|---|
| Robert B. Van Arsdale, Esquire Office of the U.S. Trustee 701 East Broad Street, Suite 4304 Richmond, VA 23219-1849 | Jonathan L. Hauser, Esquire Troutman Sanders LLP 222 Central Park Avenue, Suite 2000 P. O. Box 61185 Virginia Beach, Virginia 23466-1185 |
| Morgan Keegan Financial Products, Inc. c/o Stanley K. Joynes, III LECLAIRRYAN Riverfront Plaza – East Tower, 8th Floor 951 East Byrd Street (ZIP – 23219) Post Office Box 2499 Richmond, Virginia 23218-2499 | Robert H. Chappell, III Jed K. Donaldson Spotts Fain PC 411 East Franklin Street, Suite 600 Richmond, Virginia 23219 |
| Deutsche Bank AG, New York Branch Attn: Patrick Marsh 60 Wall Street New York, NY 10005 | Vernon E. Inge, Jr. LECLAIRRYAN Riverfront Plaza – East Tower, 8th Floor 951 East Byrd Street (ZIP – 23219) Post Office Box 2499 Richmond, Virginia 23218-2499 |
| SMG c/o Paul A. Patterson, Esquire Stradley, Ronon, Stevens & Young, LLP 2600 One Commerce Square Philadelphia, PA 19103 | Siddall, Inc. One Capital Square 830 E. Main Street, 24th Floor Richmond, VA 23219 |
| Department of State Police c/o Property & Finance Division P.O. Box 27472 Richmond, VA 23261-7472 | Extreme Clean U.S. A., Inc. P.O. Box 528 Okahumpka, FL 34762 |
| Lafayette Tent & Awning Co., Inc. 125 South 5 th Street Lafayette, IN 47901 | Topside Tent & Party Rentals 1605 E. Washington Street Petersburg, VA 23803 |
| Sunbelt Rentals, Inc. P.O. Box 409211 Atlanta, GA 30384-9211 | Pelican Paper Co., Inc. P.O. Box 28253 Richmond, VA 23228 |
| Chocklett Press P.O. Box 890777 Charlotte, NC 28289-0777 | Nationwide Gold Car, Inc. 5519 Mechanicsville Turnpike Mechanicsville, VA 23111 |
| Marsh | Paul McCourt Curley, Esquire |

| | |
|--|--|
| P.O. Box 223110 Pittsburgh, PA 15251-7237 | Irwin A. Heller, Esquire CANFIELD BAER LLP 2201 Libbie Avenue, Suite 200 Richmond, Virginia 23230 |
| Elevation, LLC 9 W. Main Street Richmond, VA 23220 | James River Equipment 11053 Leadbetter Road Ashland, VA 23005 |
| GW Sound 7519 Ansley Road Richmond, VA 23231 | Regalia Manufacturing Co., Inc. 2018 4 th Avenue P.O. Box 4448 Rock Island, IL 61204-4448 |
| Virginia Golf Cars, Inc. 4445 Early Road Harrisonburg, VA 22801 | Atlee Landscaping Products, Inc. P.O. Box 14 Hanover, VA 23069 |
| Van's Welding & Maintenance P.O. Box 419 Mechanicsville, VA 23111 | Dunbar Armored P.O. Box 333 Baltimore, MD 21203 |
| Daniel S. Wolf Assistant Attorney General P.O. Box 610 Richmond, VA 23218-0610 | William H. Schwatzschild, III R. Joseph Noble Williams Mullen Two James Center, 16 th Floor 1021 East Cary Street P.O. Box 1320 Richmond, VA 23218-1320 |
| Robert P. McIntosh (VSB No. 66113) Assistant United States Attorney 600 East Main Street, Suite 1800 Richmond, Virginia 23219 | Loc Pfeiffer (VSB No. 39632) KUTAK ROCK LLP 1111 East Main Street, Suite 800 Richmond, Virginia 23219-3500 |
| Steven J. White, Esquire Stradley, Ronon, Stevens & Young, LLP 2600 One Commerce Square Philadelphia, PA 19103 | John T. Vian, Esquire Smith, Gambrell & Russell, LLP Promenade II, Suite 3100 1230 Peachtree Street, N.E. Atlanta, GA 30309-3592 |
| Michael D. Mueller, Esq. CHRISTIAN & BARTON, LLP 909 East Main Street, Suite 1200 Richmond, Virginia 23219-3095 | Christine L. Myatt, Esq. NEXSEN PRUET, PLLC 701 Green Valley Road, Suite Greensboro, North Carolina 27408 |

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

In re:) Chapter 7
)
THE STATE FAIR OF VIRGINIA, INC.,) Case No. 11-37588-DOT
A Virginia non-stock corporation)
)
Debtor.)

**ORDER AUTHORIZING THE SALE OF PERSONAL PROPERTY
FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS, AND
ENCUMBRANCES, APPROVING NOTICE AND SALE
PROCEDURES AND SHORTENING REQUISITE NOTICE PERIOD**

This matter came before the Court upon the Motion (A) For Authority To Sell Property Free And Clear Of All Liens, Claims, Interests, And Encumbrances; (B) To Authorize Sale And Notice Procedures; And (C) To Shorten Notice Thereof And Memorandum in Support Thereof (the "Motion") filed by Lynn L. Tavenner, Trustee ("Trustee") of the bankruptcy estate of The State Fair of Virginia, Inc. (the "Debtor").

AND IT APPEARING that proper notice of the hearing on this Motion was given that no objection has been filed to the Motion and that the relief sought is just and proper and in the best interest of the estate, and for good cause shown, it is hereby:

ORDERED, ADJUDGED AND DECREED that:

1. The Motion is hereby GRANTED;
2. Capitalized terms not otherwise defined herein shall have the meanings given to

Lynn L. Tavenner, Esquire (Va. Bar No. 30083)
Paula S. Beran, Esquire (Va. Bar No. 34679)
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Telephone: (804) 783-8300
Telecopy: (804) 783-0178

Counsel for Lynn L. Tavenner, Trustee

**TRADEMARK
REEL: 005018 FRAME: 0783**

them in the Motion.

3. The Trustee is hereby authorized to allow to be sold, pursuant to the terms described in the Motion, certain titled vehicles and trailers (the "Property").

4. The Property shall be sold "AS IS, WHERE IS" to purchasers free and clear of all liens, claims and encumbrances, with such liens, claims and encumbrances to transfer, affix and attach to the net proceeds of sale.

5. The Trustee is authorized (a) to hold in escrow the remaining sale proceeds pending the determination of the validity, priority, and extent of any alleged lien interests to the extent any liens are alleged and disputed by the Trustee, and, thereafter; and (b) to distribute pursuant to the priority scheme established by the Bankruptcy Code.

6. Pursuant to Rule 9006 of the Federal Rules of Bankruptcy Procedure, the requisite notice period is hereby reduced to 2 days.

7. As permitted by Bankruptcy Rule 6004(g), notwithstanding Bankruptcy Rule 7062, this Order shall be effective and enforceable immediately upon entry.

The Clerk is directed to send a copy of this Order upon entry to all parties listed on the Service List attached hereto.

ENTERED: Jun 6 2012

/s/ Douglas O. Tice Jr.

CHIEF UNITED STATES BANKRUPTCY JUDGE

I ask for this:

/s/ Paula S. Beran
Paula S. Beran, Esquire (Va. Bar No. 34679)
Tavenner & Beran, PLC
20 North Eighth Street, Second Floor
Richmond, Virginia 23219
Telephone: (804) 783-8300
Telecopy: (804) 783-0178

Entered on Docket:6/6/12

Counsel for Lynn L. Tavenner, Trustee

Local Rule 9022-1 Certification

I hereby certify that pursuant to Local Rule 9022-1, the foregoing Order has been either seen or endorsed by all necessary parties.

/s/ Paula S. Beran

Counsel

Service List for Entered Order

Robert B. Van Arsdale, Esquire
Office of the United States Trustee
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