AIRSIDE DEVELOPMENT REVIEW COMMITTEE REGULAR MEETING AGENDA

4TH FLOOR CONFERENCE ROOM

April 8, 2025

10:30 AM

A. CALL TO ORDER

B. ROLL CALL

C. ACTION ITEMS

1. A Resolution to authorize Kare Partners, LLC, d/b/a Compleat KiDZ, to operate a Child Therapeutic Day Support Service at Parcel 77074 also known as 119 Cane Creek Boulevard.

D. ADJOURN

DANVILLE VIRGINIA

Airside Development Review Committee

STAFF REPORT

DATE: April 8, 2025

TO: Airside Development Review Committee

FROM: Renee Burton, Division Director of Planning

RE: A Resolution to authorize Kare Partners, LLC, d/b/a Compleat KiDZ, to operate a Child Therapeutic Day Support Service at Parcel 77074 also known as 119 Cane Creek Boulevard.

SUMMARY

Kare Partners, LLC, d/b/a Compleat KiDZ, is requesting authorization to operate a child therapeutic day support service at 119 Cane Creek Boulevard. 119 Cane Creek Boulevard is located within Airside Industrial Park. All operations within Airside Industrial Park must be compatible with Article 4 "Permitted and Prohibited Uses" of the Protective Covenants of Airside Industrial Park.

On March 10, 2025, the Planning Commission voted to recommend approval of a Special Use Permit to allow the operation of a child therapeutic day support service at Parcel ID 77074, also known as 119 Cane Creek Boulevard. The Special Use Permit request must be forwarded to City Council for approval. Prior to City Council review, it is necessary that the Development Review Committee determine if the use is compatible with the covenants.

Article 4 of the Protective Covenants for Airside Industrial Park lists uses that are permitted and prohibited. The operation of a child therapeutic day support service is not listed as permitted nor prohibited. Therefore, the Development Review Committee must determine if the use is compatible with Article 4.1, Item 6 which states: "Such other uses as the Review Committee shall find to be directly related and compatible with the overall character and intent of the development of the Property" or Article 4.2 Item 4 which states "Any use which the Review Committee shall find to be specifically incompatible with the overall character and intent of the development of the Property".

Kare Partners, LLC owns and operates Compleat KiDZ, a therapeutic day support program for children. Pediatric therapy is provided for children with autism and developmental delays. Compleat KiDZ currently has nineteen (19) locations throughout North Carolina. Operations at the Danville location will begin care of 25 children with plans to expand to 150 children within the first year. Sessions will be offered at 8:00 am, 1:00 pm, 3:30 pm and 6:30 pm and will last 1.5 hours. Within five (5) years, Compleat KiDZ will create 200 jobs.

RECOMMENDATION

Staff recommends that the Development Review Committee consider this request to determine if the operation of a child therapeutic day support service is compatible in accordance with Article 4.1, Item 6 or Article 4.2 Item 4 of the Protective Covenant of Airside

Industrial Park.

ATTACHMENTS

1. 1959_RES_Approve_Kare_Partners_Compleat_Kidz
2. Protective_Covents_Airside_Industrial_park
3. 1959_Attachment_2_Article 4 Permitted and Prohibited Uses
4. 1959_Attachment 3_Property_GIS Card
5. 1959_Attachment SUP_application
6. 1959_Attachment 4_Purchase Contract

PG0045 MAR -5 ☐

PROTECTIVE COVENANTS

FOR THE

DANVILLE AIRSIDE INDUSTRIAL PARK (AS AMENDED)

CITY OF DANVILLE VIRGINIA
SEPTEMBER 2011

ARTICLE 1: RECITALS

1.1 THE PROPERTY

The City is the present record title holder of certain real property situated in the City of Danville, Virginia, described in deeds recorded on Deed Book 772, at page 625, and as shown on Exhibit A hereto and incorporated by reference herein, which land is referred to herein as "the Property".

1.2 INTENT

The City desires to subject the Property to the conditions, covenants, restrictions, and reservations hereinafter set forth to ensure proper use and appropriate development and improvements of said Property. It is anticipated that the City will subsequently covey the Property, other than the Property Used in Common, shown on Exhibit B, to the Industrial Development Authority of Danville, Virginia for development as an industrial park.

ARTICLE 2: DEFINITIONS

2.1 DEFINTIONS OF TERM

1. **"Authority"** shall mean the Industrial Development Authority of Danville, Virginia, its successors and assigns.
2. **"City"** shall mean the City of Danville, Virginia.
3. **"City Council"** shall mean the City Council of the City of Danville, Virginia.
4. **"Department of Community Development"** shall mean the department of the City of Danville, Virginia, which shall assist the Review Committee in monitoring compliance with these protective covenants for the Danville Airside Industrial Park.
5. **"Executive Committee"** shall mean a committee, Consisting of the Chairman, Vice-Chairman, and Secretary of the Industrial Development Authority of Danville, Virginia, which shall constitute the Executive Committee of the Review Committee.
6. **"Improvements"** shall mean and include but not be limited to buildings, parking areas, loading areas,

fences, walls, hedges, landscaping, mass plantings, poles, signs, and any structures of any type or kind.

7. **"Owner"** shall mean the party or parties other than the Authority owning fee title to a Parcel, provided, however, that an Owner may, upon written notice to the Review Committee, assign all or part of his rights but not his duties hereunto to Owner's Tenant.

8. **"Parcel"** shall mean any contiguous plot of land, the Size and dimensions of which shall be established by the legal descriptions in the original conveyance from the City to the Authority or in any subsequent conveyance by the Authority or any successor in interest of all or part of said plot of land. A Parcel may also be established by the Authority by an instrument in writing, executed, acknowledged and recorded by the Authority, which designated a plot of land as a Parcel for purposes of these covenants. If two or more Parcels, defined above, are acquired by the same owner in fee, such commonly owned Parcels may, at the option of said owner, be combined and treated as a single Parcel for purposes of the

Covenants contained herein.

9. **"Property Used in Common"** shall mean and refer to those Areas of Property devoted to the common use and enjoyment of the owners of all the Parcels, their tenants and employees, and the public at large, including but not limited to parks, entrance areas, recreational facilities, major drainage ways, lakes, detention ponds, utility lines, pumping stations, and any other related or similar improvements relating to the enhancement of the overall quality of the Property.

10. **"Review Committee"** shall mean a Committee, consisting of seven members, appointed by the City Council of the City of Danville, Virginia, and comprised initially of the seven members if the Board of Directors of the Authority whose terms shall be concurrent with their terms as directors. In the event that it is finally judicially determined that the City Council is not authorized to appoint members of the Review Committee, then the members of the Committee shall be appointed for indefinite terms by the owners of fee title,

including the Authority and the owner of the Property Used in Common, voting according to their Proportionate land area.

3.1 PURPOSE

The Property is hereby made subject to the following conditions, covenants, restrictions, and reservations, all of which shall be deemed to run with the Property and each and every part thereof, insofar as federal, state, and local laws permit, to ensure proper use of appropriate development and improvement of said premises so as to:

1. Protect the Owners and tenants of Parcels against such improper development and use of surrounding Parcels as will depreciate the value and use of their Parcels.
2. Prevent the erection on the Property of structures constructed of improper or unsuitable materials or with improper quality and methods of construction.
3. Ensure adequate and reasonably consistent development of the Property.
4. Encourage and ensure the erection of attractively designed permanent improvements appropriately located within the Property in order to achieve harmonious appearance and function.
5. Insure the construction of adequate off-street parking and loading facilities.
6. Generally promote the welfare and safety of occupants, tenants and owners of Parcels.

P80081 MAR-59

ARTICLE 4: PERMITTED AND PROHIBITED USES

4.1 PERMITTED USES

The following uses are permitted to be established on Parcels:

1. Industrial, manufacturing, processing.
2. Light industrial, wholesaling, warehousing, distribution.
3. Offices.
4. Research, engineering.
5. Retail uses, only if such uses are clearly incidental to the uses listed above.
6. Such other uses as the Review Committee shall find to be directly related and compatible with the overall character and intent of the development of the Property.

4.2 PROHIBITED USES

1. Residential uses of any kind.
2. Retail establishments other than those which are incidental to other permitted uses.
3. Noxious or offensive activities which may be or become an annoyance or nuisance to the Owner, tenant, or occupant of other Parcels within the Property by reasons of unsightliness or the excessive emission of fumes, odors, glare

vibration, gases, radiation, dust, liquid, or solid waste, smoke, or noise.

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P00081 MAR-59

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119 CANE CREEK BLVD

Summary

Parcel ID: 77074

Address: 119 CANE CREEK BLVD

Owner Information

Owner Name: PRA HOLDING VII LLC

Owner Address: N/A

Mail-To: VP FACILITIES

Mailing Address: 130 CORPORATE BLVD SUITE 100, NORFOLK, VA 23502

Land Information

Flood Zones: N/A

Enterprise Zones: ez

Historic Districts: N/A

Elementary School District: EA Gibson

Middle School District: Westwood

Value Information

Land Value: $97,600

Land Use Value: N/A

Improvement: $3,474,000

Total: $3,571,600

Additional Information

State Code: 4621 Misc Business Svcs

Land Use: Commercial

Tax Map: 4718002000004000

Approx. Acres: 9.761

Legal Description: 9.761 AC NO 2A2 CANE CREEK BLVD

Zone: LEDI Light Economic Development

Notes: DB 19-3430: Pty sold & trf'd to Taxable. 9/9/19-Remapped per corrected map dated 9/3/18, approved 6/24/19, recorded 7/21/19, as Inst#19-2427, combined retired parcel 78324 with this parcel 77074 was already combined for 2019/20. 6/13/19-Inst#19-1950: City of Danville gives any interest in Lot#1 (located within this parcel) to IDA, NO transfer. 12/13/18-Remapped per map dated 9/3/18, approved 9/13/18, recorded 9/14/18, as Inst# 18-3448, combined retired parcel 78324 with parcel 77074 for 2019/20. Changed to exempt status as of 7/1/18 & was previously leased to Telvista.

Buildings

Building 1 - PRA GROUP

Property Class: Commercial
Style: N/A
Year Built:
Condition: N/A
Story Height: N/A
Finished Square Feet: 50652
Basement Square Feet: N/A
Finished Basement Sq. Ft.: N/A

Bathrooms

Full Bath: N/A
Half Bath: N/A

Features:	Size:
Mezzanines-Office	10218 SF
Package Unit	100 %
Passenger #	1 Unit
Concrete, Precast Panels	100 %
Wet Sprinklers	100 %

Improvements

Building #	Improvements	Size
1	Asphalt Paving	177226 Units
1	Canopy	660 Units
1	Light STD - Single	5 Units
1	Canopy	192 Units
1	Light STD - Double	19 Units

Land

**Land area is based on information available, therefore acreage and/or square footage may be approximated.*

Land Code: CA32 10000	**Rate:** $10,000
Acres/Units: 9.76	**Adj. Rate:** $10,000
Sq. Ft.: 425145.6	**Base Value:** $97,610
Front: N/A	**Adj. Amount:** $-10
Effective Front: N/A	**Value:** $97,600
Depth: N/A	

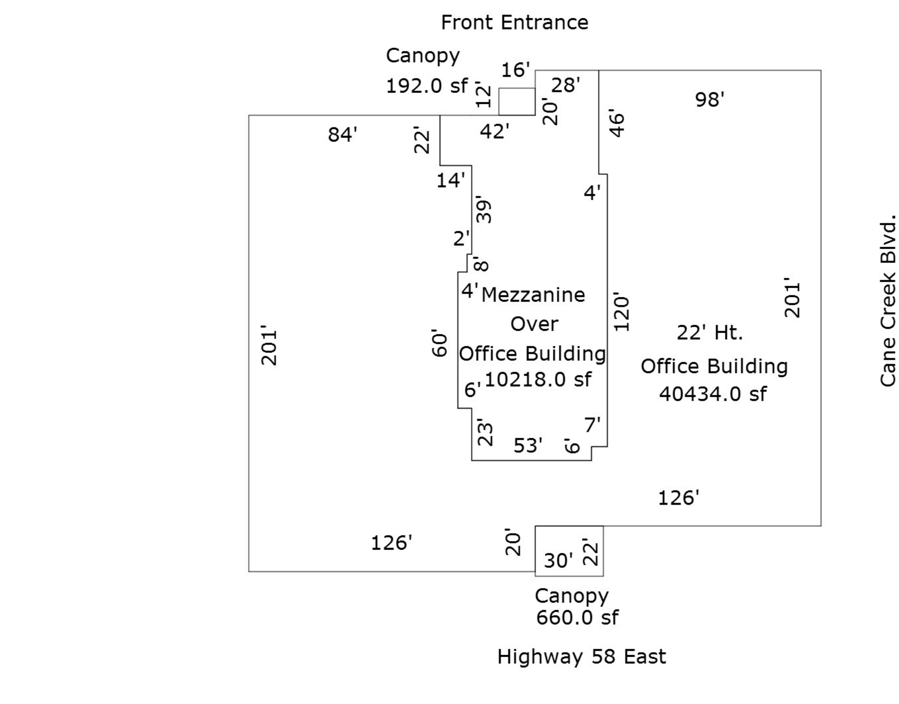
Transfers

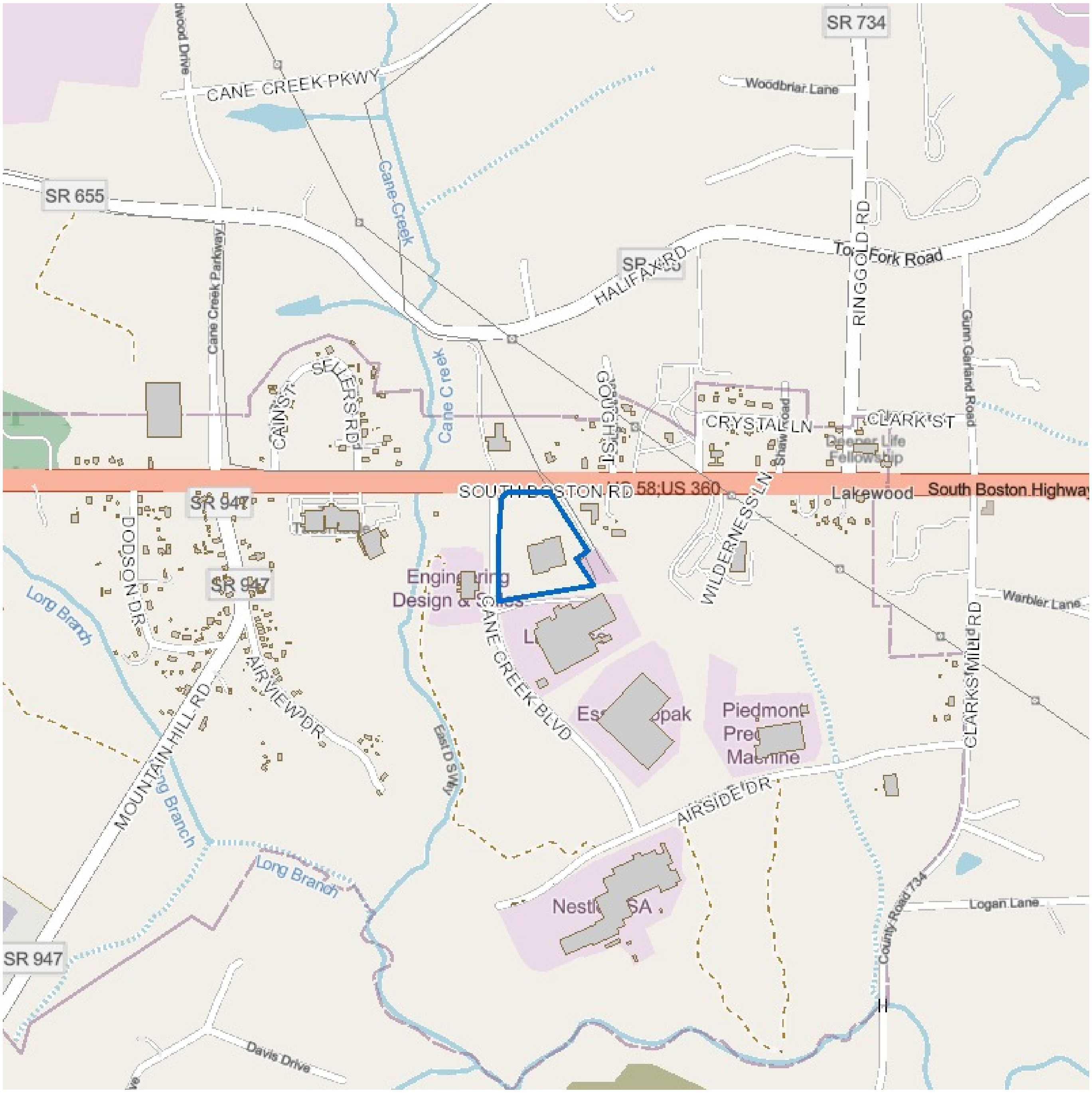
Deed:	Page:	Sale Date:	Sale Price:	Previous Owner:	Owner:
D 19	3430	09/23/2019	$6,125,000	INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE VIRGINIA	PRA HOLDING VII LLC
DP781	131	06/12/1986	N/A	N/A	N/A

Assessments

Year:	Land:	Use:	Improvements:	Total:
2024	$97,600	N/A	$3,474,000	$3,571,600
2023	$97,600	N/A	$6,563,000	$6,660,600
2022	$97,600	N/A	$6,563,000	$6,660,600
2021	$97,600	N/A	$6,012,800	$6,110,400
2020	$97,600	N/A	$6,128,200	$6,225,800
2019	$97,600	N/A	$5,804,300	$5,901,900
2018	$89,200	N/A	$5,804,300	$5,893,500
2017	$89,200	N/A	$5,785,500	$5,874,700
2016	$89,200	N/A	$5,785,500	$5,874,700
2015	$89,200	N/A	$5,733,500	$5,822,700
2014	$89,200	N/A	$5,733,500	$5,822,700
2013	$89,200	N/A	$5,623,900	$5,713,100
2012	$89,200	N/A	$5,623,900	$5,713,100
2011	$16,100	N/A	$1,264,100	$1,280,200
2010	$89,200	N/A	$1,404,500	$1,493,700
2009	$89,200	N/A	$1,493,000	$1,582,200
2008	$89,200	N/A	$1,628,700	$1,717,900
2007	$89,200	N/A	$1,631,300	$1,720,500
2006	$89,200	N/A	$1,756,700	$1,845,900
2005	$89,200	N/A	$1,605,600	$1,694,800
2004	$71,700	N/A	N/A	$71,700
2003	$71,700	N/A	N/A	$71,700
2002	$71,700	N/A	N/A	$71,700
2001	$71,700	N/A	N/A	$71,700
2000	$71,700	N/A	N/A	$71,700


2023/05/06 02:16:24


Front Entrance
Canopy
192.0 sf
16'
28'
12'
20'
98'
46'
84'
22'
42'
14'
4'
39'
2'
8'
4'
Mezzanine
Over
Office Building
10218.0 sf
120'
201'
22' Ht.
Office Building
40434.0 sf
201'
60'
6'
23'
7'
53'
6'
126'
126'
20'
30'
22'
Canopy
660.0 sf
Highway 58 East
Cane Creek Blvd.
Sketch by Apex Medina™


SR 734
CANE CREEK PKWY
Woodbriar Lane
SR 655
Cane Creek
Cane Creek Parkway
HALIFAX RD
Fork Road
RINGGOLD RD
Gunn Garland Road
SELLERS RD
CAIN ST
GOUGH ST
CRYSTAL LN
CLARK ST
Shaw Road
US 58;US 360
Lakewood
SR 947
DODSON DR
WILDERNESS LN
Warbler Lane
Long Branch
AIRVIEW DR
CANE CREEK BLVD
MOUNTAIN HILL RD
AIRSIDE DR
CLARKS MILL RD
County Road 734
Logan Lane
Davis Drive

CITY OF DANVILLE
Community Development
Division of Planning and Zoning

SPECIAL USE PERMIT APPLICATION

Article 6. Section D. Application Requirements for Special Use Permit.

1. *An application for a special use permit shall be made by the owner, contract purchaser with the owner's written consent, or the owner's agent, of the property on which the proposed use is to be located. The application shall be submitted to the Director of Planning/Zoning Administrator and shall be accompanied by the filing fee of $400.00.*
2. *If the request for a special use permit has been denied by the City Council, a request in substantially the same form shall not be resubmitted within one (1) year of the date of denial.*

PLANNING DIVISION PROVIDED INFORMATION

Application #: ____________ PC Meeting Date: ____________

Date Received: ____________ Received By: ____________

Parcel ID: ____________ Address: ____________

ExistingZoning ____________ Future Land Use: ____________

APPLICANT PROVIDED INFORMATION

Property Location (address/ID#) 119 Cane Creek Blvd. Danville, Va 24540

Applicant: Adi Khindaria

Applicant's Address: 2675 Court Dr. Gastonia, NC 28054

Applicant's Phone Number: 704-678-4000

Applicant's E-mail: Adi@karepartners.com

Applicant's Signature ____________ February 5th, 2025 Date

PLEASE ATTACH THE FOLLOWING:

PLEASE ATTACH THE FOLLOWING:

1. A preliminary site plan in accordance with the Site Plan Regulations.
2. A description of the proposed use and, where applicable, the hours of operation and the proposed number of employees/patrons.
3. A written statement of proposed project compatibility with the following:
   A) The Comprehensive Plan.
   B) The applicable zoning district.
   C) The surrounding properties.
   D) Current and future neighborhood conditions.
   E) Pedestrian and vehicular traffic patterns, on-site and off-site.
   F) Adequate public facilities.

4. When requested by the Director of Planning/Zoning Administrator, the Planning Commission, or the City Council, the following information shall be provided by the applicant:
   A) The architectural elevations and floor plans of proposed building(s).
   B) Traffic impact analysis.
   C) Fiscal impact analysis.
   D) Parking and site circulation analysis.
   E) Photographs of property and surrounding area.
   F) Environmental impact statement.

Compleat KiDZ Special Use Application – Danville, VA

Introduction & Mission

Compleat KiDZ, which was founded in 1989, has been committed to supporting children with special needs since our CEO purchased the company in 2004. From the very beginning, our primary focus has been pediatric therapy, ensuring sustainable, high-quality care for children with autism and developmental delays.

Our ethos has always been to serve underserved communities, particularly in semi-urban and small-town settings. Danville is an ideal location for expansion, as it currently does not have an ABA therapy clinic. Several parents from Danville and northern North Carolina have reached out to us requesting a clinic, highlighting a strong need for these services.

Compleat KiDZ is proud to be the largest pediatric therapy provider in North Carolina, and we are now expanding to meet the growing demand for ABA therapy in Virginia.

Planned Services & Operations

When we open our doors in Danville, we will initially serve 25 children and their families, with plans to expand to 150 children within the first year. To best accommodate our families, we will offer **individualized** therapy sessions, structured as follows:

- **Two to three therapy sessions per child per day**
- **Each session lasts 1.5 hours**
- Parents will drop off and pick up their children at designated times: **8:00 AM, 1:00 PM, 3:30 PM, and 6:30 PM**
- **No parents are required to stay on-site**, significantly reducing parking needs

Employment & Economic Impact

Compleat KiDZ is committed to being a long-term partner in Danville, with a **minimum 15-year commitment** to the community. Within the first five years, the clinic will create over **200 jobs**, with **90% of positions being clinical roles**. Job opportunities and average salaries include:

- **Behavior Technicians** – $22.50 per hour
- **Board Certified Behavior Analysts (BCBAs)** – $120,000 per year
- **Licensed Psychologists** – $150,000 per year
- **Administrative Personnel** – $75,000 per year

We will actively collaborate with **local schools and special needs organizations** to ensure ongoing community engagement and support.

Insurance & Accessibility

To ensure affordability and access to care, Compleat KiDZ has **contracted with all commercial insurers in Virginia**, with our **Medicaid contract currently in progress**.

Community Testimonials & Impact

We encourage stakeholders to hear directly from families whose lives have been transformed by our services. Click here : https://www.youtube.com/watch?v=7qyqYi7_chA

Our expansion into Danville will not only bring specialized care to children with special needs but will also strengthen the local economy and create meaningful employment opportunities.

FOR SALE/LEASE

119 Cane Creek Blvd

Danville, VA

Gray Randolph, SIOR
Executive Vice President, Principal,
Associate Broker
+1 757 228 1817
gray.randolph@colliers.com

John Laramore
Wilkins & Co. Realtors/Commercial
+1 434 797 4007
+1 434 489 8200
johnlaramore@icloud.com

Colliers
Accelerating success.

Power Specifications

The DVRO Facility is fed by a 480 / 277 volt, 3-phase, 4-wire power company service. The power company is Danville Electric, and the meter number is 09000164. The maximum demand for the building, as reported by the power company, is 822 kW (900 amperes). The service feeds a 480 / 277 volt, 3-phase, 4-wire main distribution switchboard in the electrical room. It is an Eaton Pow-R-Line C switchboard rated 2000 amperes.

Features & Specifications

- ±50,652 RSF
- 9.76 acres
- LED-I Zoning
- Industrial use may be possible
- Former call center
- Parking ±450 spaces
- 10 minutes to Downtown Danville
- Possible grants and incentives
- Rubber membrane roof
- Wet sprinkler system
- 26 foot max and 21 foot minimum ceiling heights

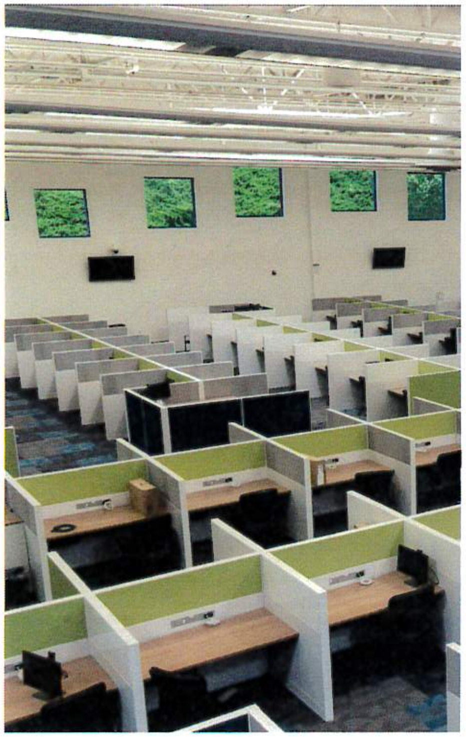
Basic Lease Rate

$8 PSF, NNN

Sale Price

$3.5 M

Grant & Incentive Opportunities



- Commonwealth Opportunity Fund
- Tobacco Region Opportunity Fund (TROF)
- Virginia Enterprise Zone Job Creation Grant
- Virginia Enterprise Zone - Real Property Investment Grant
- Virginia Jobs Investment Program (VJIP)
- Rail Industrial Access Program
- Commercial & Industrial Sales & Use Tax Exemption
- City of Danville Enterprise Zone Incentives
- Danville Industrial Enhancement Grant
- New Market Tax Credits Program (NMTC)

Location & Access

Colliers

150 West Main Street
Suite 1100
Norfolk, VA 23510
Main: +1 490 3300
colliers.com/norfolk

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119 Cane Creek Blvd

Warehouse - Virginia South
Central Submarket
Danville, VA 24540

50,652	425,146	2004	50,652	$0.67/NNN	$3.5M	$69.10
SF RBA	SF Lot	Built	Available SF	Asking Office Rent	Sale Price	Price/SF

Sale

For Sale	$3,500,000 ($69.10/SF)		
Sale Type	Investment or Owner User	Status	Active
Sold Price	$6,125,000 ($120.92/SF)		
Date	Sep 2019		
Sale Type	Investment		
Financing	Down Payment of $3,231,754 (52.76%) 1st Mortgage Bal/Pmt: $2,893,633/-		

Building

Type	3 Star Industrial Warehouse		
RBA	50,652 SF	Tenancy	Multi
Stories	1	Owner Occup	No
Typical Floor	50,652 SF		
Class	B		
Docks	None	Clear Height	24'
Drive Ins	None	Rail Spots	None
Levelers	None		

Construction Event	Date
Year Built	2004

CoStar Est. Rent $0.63/SF (Industrial)

Walk Score® Car-Dependent (4)

Parking Ratio 8.88/1,000 SF

Parking Type	Spaces
Surface	450

Land

Land SF	425,146 SF	Land Acres	9.76 AC
Bldg FAR	0.12		
Zoning	LED-I		

For Lease

Smallest Space	50,652 SF	Office Avail	50,652 SF
Max Contiguous	50,652 SF		
# of Spaces	1		
Vacant	50,652 SF		
% Leased	0%		
Rent	$0.67		
Service Type	Triple Net		

Space

Floor	Available	Use	Rent	Services
E 1st	50,652 SF	Office	$0.67	NNN

Market Conditions

Vacancy Rates	Current	YOY Change
Subject Property	100.0%	0.0%
Market Overall	12.3%	7.7%
Market Asking Rent Per Area		
Subject Property	$0.67/SF	4.5%
Market Overall	$0.58/SF	4.2%
Submarket Leasing Activity		
12 Mo. Leased	1,226,784 SF	-4.6%

Property Contacts

True Owner	PRA Group, Inc.
Recorded Owner	PRA Holding VII LLC
Owner Type	Individual
Primary Leasing	Colliers | Virginia
Sale Broker	Colliers | Virginia

About the Owner

PRA Group, Inc.
150 Corporate Blvd
Norfolk, VA 23502
United States
(800) 772-1413 (p)
ir.pragroup.com
Since Sep 23, 2019

In 1996, Steve Fredrickson and Kevin Stevenson had a vision for a professional business in the nonperforming loan industry. With four employees in Norfolk, Virginia, they set out to found a company that would do things differently. Things like helping improve financial futures by taking a customer-first approach, providing affordable and flexible payment options, meeting high levels of compliance and reliability, and creating rewarding careers for employees. They took Portfolio Recovery Associates, Inc. public in November 2002 and changed the parent company name to PRA Group, Inc. in October 2014. Today, PRA Group has grown to become a global leader in the nonperforming loan industry with operations and thousands of employees around the world. Nearly three decades since their founding, they remain focused on doing things the right way, for the right reasons, for the long term.

Public Transportation

Commuter Rail	Drive	Distance
Danville Amtrak Station (Crescent - Amtrak)	9 min	5.2 mi

Documents

For Sale

- 119 Cane Creek Flyer
- Danville ED Property Information

Property

- 119 Cane Creek Flyer
- Danville ED Property Information
- Marketing Brochure/Flyer

Public Record

2024 Assessment

Improvements	$3,474,000	$8.17/SF	
Land	$97,600	$0.23/SF	
Total Value	$3,571,600	$8.40/SF	58% of last sale
Parcels	77074		

Demographics

	1 mile	3 miles
Population	585	4,419
Households	278	2,022
Median Age	47.40	45.90
Median HH Income	$41,750	$41,610
Daytime Employees	890	2,770
Population Growth '24 - '29	-2.05%	-1.81%
Household Growth '24 - '29	-2.16%	-1.88%

Traffic

Collection Street	Cross Street	Traffic Vol	Last Measur...	Distance
Ringgold Road	S Boston Rd S	1,887	2022	0.46 mi
Ringgold Rd	S Boston Rd S	2,031	2022	0.46 mi
South Boston Road	S Boston Rd E	20,117	2022	0.51 mi
S Boston Rd	Mountain Hill Rd E	21,738	2022	0.51 mi
South Boston Road	Mountain Hill Rd E	20,117	2022	0.51 mi
Tom Fork Road	Cane Creek Pkwy W	282	2022	0.51 mi
Ringgold Road	Tom Fork Rd N	1,994	2022	0.54 mi
Ringgold Rd	Tom Fork Rd N	1,991	2022	0.54 mi
S Boston Hwy	Gunn Garland Rd E	12,523	2022	0.56 mi
South Boston Highway	Gunn Garland Rd E	11,994	2022	0.56 mi

Made with TrafficMetrix® Products

Location

Postcode	24540
Submarket	Virginia South Central
Submarket Cluster	Virginia Area
Market	Other Market Areas
County	Danville City
State	Virginia
CBSA	Danville, VA
DMA	Roanoke-Lynchburg, VA-WV
Country	United States

Flood Risk

Flood Risk Area	Moderate to Low Risk Areas
FEMA Flood Zone	B and X Area of moderate flood hazard, usually the area between the limits of the 100-year and 500-year floods.
Floodplain Area	100-year and 500-year
In SFHA	No
FEMA Map Identifier	51143C0654E
FIRM ID	51143C
FIRM Panel Number	0654E
FEMA Map Date	Sep 29, 2010

Flood risk is determined by the footprint of the parcel rather than the footprint of the property.

Property ID: 11233167

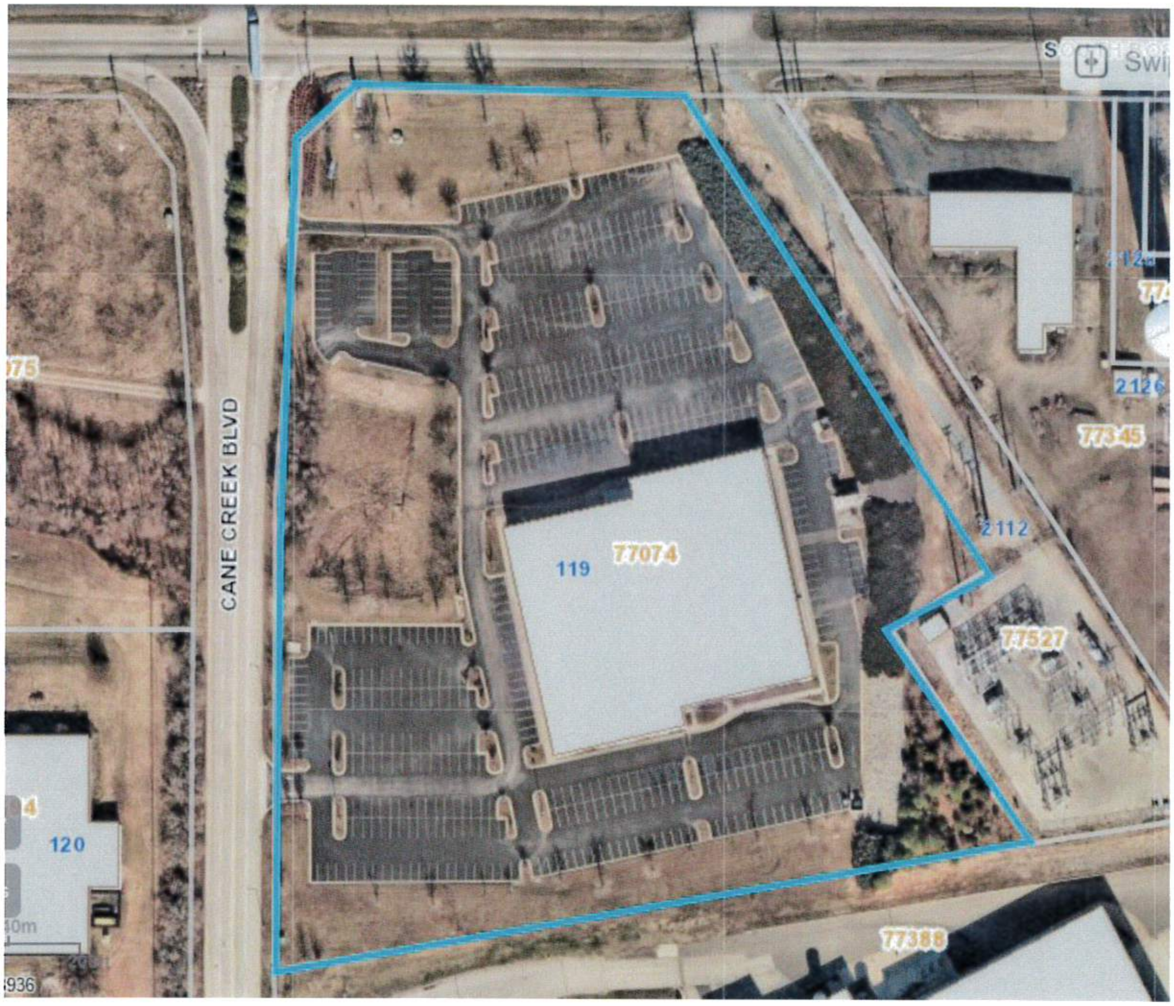
Images

Primary Photo

Interior Photo

EXHIBIT A

Property Depiction



AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (this "Agreement") is made this 5th day of February, 2025 by and between PRA HOLDING VII, LLC a Virginia limited liability company ("Seller"); KARE PARTNERS, LLC, a North Carolina limited liability company ("Purchaser"); and BERGER & KINDBERG LAW, PA, a North Carlina professional corporation ("Escrow Agent").

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars ($10.00) paid by Purchaser to Seller and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and Purchaser agrees to purchase the property described below (the "Property") in accordance with and subject to the terms and conditions set forth in this Agreement.

1. Property. The Property consists of the following: All that certain tract or parcel of land consisting of approximately 9.76 acres, with all improvements thereon, including an approximately 50,652 square foot office building (the "Building") and rights, ways and appurtenances thereunto belonging, located at 119 Cane Creek Blvd, Danville, Virginia 24540 and designated as tax parcel ID no. 77074, and as shown and described on Exhibit A, attached hereto and made as a part hereof.

2. Purchase Price. The purchase price for the Property shall be Two Million Eight Hundred Thousand Dollars ($2,800,000.00) (the "Purchase Price"). The Purchase Price shall be payable (i) by application of the Deposit (as hereinafter defined) and (ii) by wire transfer of funds to Seller's account at Closing (as hereinafter defined).

3. Deposit. Simultaneously with the execution of this Agreement, Purchaser shall deliver to Escrow Agent a deposit in the amount of Three Hundred Fifty Thousand Dollars ($350,000.00) to insure the performance of Purchaser's obligations hereunder (the "Deposit"). The Deposit, which shall include interest earned thereon shall be paid to Seller to be applied to the Purchase Price at Closing or refunded to Purchaser or paid to Seller pursuant to the terms of this Agreement. If this Agreement is not terminated by Purchaser during the Investigation Period (as hereinafter defined), the Deposit shall become non-refundable for any reason other than a default by Seller or as specifically provided herein.

4. Access and Investigations.

(a) During the term of this Agreement, Purchaser shall have full rights of access to the Property and may itself and through its agents, employees, engineers, architects, surveyors and other representatives (collectively, "Purchaser's Agents") enter onto the Property for the purpose of conducting inspections, tests, soil borings, investigations and surveys, including but not limited to an environmental assessment and a wetlands survey, and for any other purposes necessary for Purchaser to determine the feasibility of its purchase and use of the Property (the "Inspections"); provided, however, Purchaser shall not be permitted to perform any activity on the Property which involves any drilling, digging, cutting or other invasive activity unless (i) recommend by a Phase I Environmental Site Assessment and (ii) approved by Seller.

information regarding the Property obtained by Purchaser (collectively "Due Diligence Items"). Seller acknowledges that if such Due Diligence Items are delivered to Seller, they are delivered without any representations or warranties of any kind, and that Seller shall rely on the same at its risk.

5. As-Is Sale.

(a) Purchaser acknowledges and agrees that:

(i) Purchaser has conducted and shall continue to conduct during the Investigation Period, or waive its right to conduct, such due diligence as Purchaser has deemed or shall deem necessary or appropriate.

(ii) The Property shall be sold, and Purchaser shall accept possession of the Property as of the Closing, "AS IS, WHERE IS, WITH ALL FAULTS", with no right of setoff or reduction in the Purchase Price, except as expressly set forth to the contrary in this Agreement and the closing documents.

(iii) Except for Seller's warranties set forth herein, Seller, its counsel, Seller's property manager, any direct or indirect owner of any beneficial interest in Seller, any officer, director, employee, or agent of Seller, its counsel, Seller's property manager or any direct or indirect owner of any beneficial interest in Seller, and any other entity or individual affiliated or related in any way to any of the foregoing (collectively, the "Seller Parties") shall not be deemed to have made any verbal or written representations, warranties, promises or guarantees (whether express, implied, statutory or otherwise) to Purchaser with respect to the Property, any matter set forth, contained or addressed in the materials delivered or made available to Purchaser's Agents, including, but not limited to, the accuracy and completeness thereof, or the results of Purchaser's due diligence.

(iv) Purchaser shall independently confirm to its satisfaction all information that it considers material to its purchase of the Property or the transaction.

(b) By accepting the Deed (as hereinafter defined) and closing the transaction, Purchaser, on behalf of itself and its successors and assigns, shall thereby release each of the Seller Parties from, and waive any and all liabilities against each of the Seller Parties for, attributable to, or in connection with the Property, whether arising or accruing before, on or after the Closing and whether attributable to events or circumstances which arise or occur before, on or after the Closing, including, without limitation, the following: (a) any and all statements or opinions heretofore or hereafter made, or information furnished, by any Seller Parties to any Purchaser's Agents; and (b) any and all liabilities with respect to the structural, physical, or environmental condition of the Property, whether such liabilities are latent or patent, including, without limitation, all liabilities relating to the release, presence, discovery or removal of any hazardous or regulated substance, chemical, waste or material (collectively, "Hazardous Materials") that may be located in, at, about or under the Property, or connected with or arising out of any and all claims or causes of action based upon CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§9601 et seq., as amended by SARA (Superfund Amendment and Reauthorization Act of 1986) and as may be further amended from time to time), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 et seq., or any other Federal, State or municipal Laws relating to environmental contamination, or any other related claims or causes of action (collectively, "Environmental Liabilities"); and (c) any implied or statutory warranties or guaranties of fitness, merchantability or any other statutory or implied warranty or guaranty of any kind or nature regarding or relating to any portion of the Property. Notwithstanding the foregoing, the foregoing release and waiver is not intended and shall not be construed as affecting or impairing any rights or remedies that Purchaser may have against Seller with respect to (i) a breach of any of Seller's warranties set forth herein, (ii) any of the obligations of Seller under this Agreement that expressly survive the Closing, or (iii) any acts constituting fraud by Seller.

(c) Notwithstanding any provision in this Section 5 to the contrary, the releases, waivers and assumptions set forth in this Section 5 shall not be construed as an indemnification by Seller or Purchaser for the benefit of the other party.

(d) The provisions of this Section 5 shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(e) The provisions of this Section 5 shall be deemed reaffirmed by Seller and Purchaser by delivery and acceptance of the Deed and shall survive the Closing.

6. Title. Purchaser shall be entitled to receive good and marketable fee simple title, insurable at Purchaser's expense, by a title company acceptable to Purchaser, free and clear of all liens and encumbrances, but subject to (i) the terms and conditions of this Agreement, (ii) the current year's real estate taxes not yet due and payable, (iii) applicable ordinances affecting the Property and (iv) such matters as can be disclosed by a survey and title examination of the Property (subject to the right of Purchaser to object to such matters as set forth below). For a period of sixty (60) days after the Execution Date (the "Title Examination Period"), Purchaser shall conduct an examination of title to the Property and have a physical survey (the "Survey") made of the Property. Any title exceptions (other that those listed in items (i) - (iii) above to which Purchaser shall have no right to object) identified by Purchaser as a result of the title examination and the Survey which constitute exceptions to the title as described above and which are unacceptable to Purchaser (the "Title Exceptions") and the requirements of Purchaser's title insurance company which Purchaser believes should be satisfied by Seller (the "Requirements") shall, together with a copy of the Survey, be reported to Seller in writing ("Purchaser's Title Notice") prior to the expiration of the Title Examination Period. If no Purchaser's Title Notice is given prior to the expiration of the Title Examination Period, Purchaser shall be deemed to have waived any objection to the title to the Property. Within ten (10) days after receipt of Purchaser's Title Notice, Seller shall advise Purchaser in writing ("Seller's Title Notice") of those Title Exceptions, if any, which Seller shall eliminate as exceptions to title to the Property and those Requirements which Seller shall satisfy. If no Seller's Title Notice is given, Seller shall be deemed to have refused to eliminate any exceptions or satisfy any Requirements. If Seller's Title Notice is given and Purchaser approves of Seller's Title Notice, Seller shall at or prior to the date of Closing eliminate those Title Exceptions and satisfy those Requirements set forth in Seller's Title Notice. If Purchaser disapproves of Seller's Title Notice (which disapproval shall be given within five (5) days after receipt of Seller's Title Notice) or no Seller's Title Notice is given and Purchaser does not waive the requests set forth in

Purchaser's Title Notice, this Agreement shall terminate, the Deposit shall be returned to Purchaser and, except as otherwisé provided herein, neither Purchaser nor Seller shall have further rights or obligations hereunder.

7. Closing; Possession.

(a) At Closing, Seller will deliver to Purchaser a Special Warranty Deed conveying title to the Property to Purchaser according to the record description of the Property, the Bill of Sale, if applicable, an affidavit regarding parties in possession and mechanics' and materialmens' liens to the order of and acceptable to Purchaser's title insurance company sufficient to eliminate the standard exceptions for such matters, an affidavit of non-foreign status executed by Seller, and all information required for compliance with the IRS 1099S reporting requirements. Except as otherwise provided for herein, Closing hereunder shall be made at the offices of Escrow Agent on the date specified by Purchaser upon ten (10) days prior written notice to Seller, but no later than thirty (30) days after the expiration of the Investigation Period. Provided that, in the event the Purchaser requires additional time to procure the Special Use Permit, Purchaser shall have the right to extend the Closing date for two (2) thirty (30)-day periods (each, a "Closing Extension"). In the event Purchaser exercises a Closing Extension, Purchaser shall pay into escrow Ten Thousand Dollars ($10,000) for each Closing Extension (each, an "Extension Payment"). Such Extension Payment(s) shall be non-refundable to Purchaser and shall be paid to Seller if Closing does not occur because Purchaser has not obtained the Special Use Permit or if Purchaser defaults under this Agreement. If Closing does occur, the Extension Payment(s) shall be applicable to the Purchase Price. In the event Purchaser defaults in the performance of this Agreement, Seller shall be entitled to retain the Deposit and Extension Payment(s), if applicable, as liquidated damages. In the event of a default by Seller under this Agreement, subject to Clause 14, Purchaser's sole and exclusive remedy shall be to obtain a refund of the Deposit and Extension Payment(s), if applicable.

(b) Provided that Purchaser has used diligent efforts to obtain the Special Use Permit, in the event the Purchaser's application for the Special Use Permit is denied by the City of Danville for any reason whatsoever, and/or the Purchaser has been unable to procure the Special Use Permit before the scheduled Closing date, as may be extended, this Agreement shall be terminated as of the scheduled Closing date, and the Deposit shall be refunded to Purchaser. For the avoidance of doubt, if this Agreement is terminated pursuant to the foregoing sentence, any Extension Payments shall not be refunded to Purchaser and Escrow Agent shall pay the Extension Payments to Seller.

8. Risk of Loss. All risk of loss as a result of any exercise of the power of eminent domain or by reason of fire or other casualty shall remain on Seller until Closing and delivery of all instruments required under this Agreement.

9. Costs. Except as otherwise provided in this Agreement, Purchaser and Seller shall each pay all of its own costs in connection with the purchase and sale of the Property. Seller shall pay for the preparation of the deed, the affidavits and certifications, the grantor's tax, and its attorneys' fees. Purchaser shall pay for the cost of the title examination, the title insurance premium, the Survey, the cost of the Inspections, all recording taxes and fees (other than the

grantor's tax) and its attorneys' fees. All taxes and assessments and any other sums normally and usually pro-rated shall be prorated as of the date of Closing, except as specified herein.

10. Brokerage. Seller and Purchaser each represents and warrants to the other that this transaction has resulted between the parties without the assistance of any broker or finder being involved other than Colliers International of Virginia, who represents Seller ("Broker"). Purchaser represents and warrants to Seller that Purchaser is representing itself with this transaction. In the event the Closing occurs hereunder and the Purchase Price is paid to Seller, Seller agrees to pay Broker a commission equal to three percent (3%) of the Purchase Price pursuant to separate agreements between Seller and Broker, and at Closing, give the Purchaser credit for an amount equivalent to three percent (3%) of the Purchase Price to be adjusted against the Purchase Price (for a combined six percent (6%) of the Purchase Price) . In the event there are fees or commissions payable to any other person or firm on account of this sale and purchase, such fees or commissions shall be the full responsibility of the party whose actions resulted in such a claim for fees or commissions, and such party shall indemnify and hold the other harmless as to any payment with respect thereto. The provisions of this paragraph shall survive the Closing and transfer of legal title to the Property.

11. Representations and Warranties of Seller. In addition to any express agreements of Seller contained herein, Seller represents and warrants to Purchaser as follows:

(a) Seller has the legal right, power and authority to enter into this Agreement and the instruments referenced herein and to consummate the transactions contemplated hereby.

(b) All requisite action (corporate, trust, partnership, or otherwise) has been taken by Seller in connection with the execution and delivery of this Agreement, the instruments referenced herein and the consummation of the transactions contemplated hereby. No consent of any partner, shareholder, creditor, investor, judicial or administrative body, authority or other party is required.

Purchaser acknowledges and agrees that, except as otherwise specifically provided in this Agreement, Seller makes no representations or warranties of any nature regarding the Property.

12. Representations and Warranties of Purchaser. In addition to any express agreements of Purchaser contained herein, Purchaser represents and warrants to Seller as follows:

(a) Purchaser has the legal right, power and authority to enter into this Agreement and the instruments referenced herein and to consummate the transactions contemplated hereby.

(b) All requisite action (corporate, trust, partnership, or otherwise) has been taken by Purchaser in connection with the execution and delivery of this Agreement, the instruments referenced herein and the consummation of the transactions contemplated hereby. No consent of any partner, shareholder, creditor, investor, judicial or administrative body, authority or other party is required.

(c) Purchaser is solvent and has sufficient resources to perform its obligations under this Agreement.

13. Seller's Reports. Purchaser acknowledges that Seller makes no representation regarding the accuracy of reports that Seller delivers to Purchaser with respect to the Property, if any, and that any reliance by Purchaser shall be at its own risk. Purchaser shall have the right to confirm the accuracy of such reports during the Investigation Period as Purchaser may elect.

14. Waivers. No delay or omission by any party hereto to exercise any right or power accruing upon any noncompliance or default by any party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof, except as otherwise may be herein provided. A waiver by either party of any covenant, condition or agreement to be performed by the other party must be in writing and shall not be construed to be a waiver of any succeeding breach thereof or any covenant, condition or agreement herein contained.

15. Notices. Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be either (i) delivered by hand, (ii) mailed by United States certified or registered mail, return receipt requested, postage prepaid, (iii) sent by overnight delivery service (e.g., Federal Express, , etc.) or (iv) sent by email (with the original being sent by one of the other permitted means or by regular United States mail) and addressed to each party at the applicable address set forth herein. Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of hand delivery (if delivered by hand), on the third (3rd) day following deposit in the United States mail (if sent by United States registered mail), on the next business day following deposit with an overnight delivery service with instructions to deliver on the next day or on the next business day (if sent by overnight delivery service), or on the day sent by facsimile (if sent by facsimile, provided the original is sent by one of the other permitted means as provided herein in this paragraph or by regular United States mail). However, the time period within which a response to any notice or request must be given, if any, shall commence to run from the date of actual receipt of such notice, request, or other communication by the addressee thereof. Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. By giving at least ten (10) days prior written notice thereof, any party hereto may, from time to time and at any time, change its mailing address hereunder.

If to Purchaser:

Kare Partners, LLC
2675 Court Drive
Gastonia, NC 28054
Attention: Adi Khindaria
Email: adi@karepartners.com

With copy to:

Berger & Kindberg Law, PA,
5925 Carnegie Blvd, Ste 200,
Charlotte, NC 28209
Attention: Hal Berger
Email: hal@lawcarolinas.com

If to Seller:

PRA Holding VII, LLC
150 Corporate Blvd.
Norfolk, VA 23502
Attention: Office of General Counsel
Email: GCCorportate@pragroup.com

With copy to:

William Homiller
Troutman Pepper Locke, LLP
1001 Haxall Point
Richmond, VA 23219
Email: Will.Homiller@troutman.com

If to Escrow Agent:

Berger & Kindberg Law, PA,
5925 Carnegie Blvd, Ste 200,
Charlotte, NC 28209
Attention: Hal Berger
Email: hal@lawcarolinas.com

16. Survival of Provisions. No covenants, representations, warranties and agreements set forth in this Agreement shall survive the Closing except those warranties contained in the deed or other closing documents and except as specifically provided for in this Agreement.

17. Miscellaneous. The section headings and captions contained herein are for reference purposes only and shall not in any way affect the meaning and interpretation of the terms of this Agreement. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the applicable provisions of the laws of the Commonwealth of Virginia. This Agreement may be executed in any number of duplicate originals or counterparts, all of which shall constitute a single agreement. Any duplicate original on which the signatures of both parties shall appear shall be deemed an original of this Agreement. Any number of counterparts on which the signatures of both parties shall appear shall constitute a duplicate original. This Agreement constitutes the entire agreement of the parties regarding the Property, and there are no

of the willful misconduct of Escrow Agent. Accordingly, Escrow Agent shall not incur any liability with respect to any action taken or omitted to be taken in good faith upon reliance upon any document, including any written notice of instruction provided for in this Agreement, not only as to its due execution and validity and effectiveness of its provisions, but also to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Agreement.

(c) Purchaser and Seller hereby agree to indemnify, defend, and hold harmless Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and disbursements, which may be imposed upon or incurred by Escrow Agent in connection with its serving as Escrow Agent hereunder, unless such losses, claims, damages, liabilities and expenses are the result of Escrow Agent's willful misconduct in performing its obligations hereunder.

(d) In the event of a dispute between any of the parties hereto, sufficient in the discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender unto the registry or custody of any court of competent jurisdiction all money held by it under the terms of this Agreement, together with such legal pleadings as it deems appropriate and thereupon be discharged from further responsibility under this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties have executed this Agreement for Purchase and Sale of Real Estate pursuant to due authority.

Purchaser:

KARE PARTNERS, LLC

Date: 02/05/2025

By: Aditya Khindaria
Name: Adi Khindaria
Title: CEO

Seller:

PRA HOLDING VII, LLC

Date: Feb 6, 2025

By: Rakesh Sehgal
Name: Rakesh Sehgal
Title: President and Treasurer

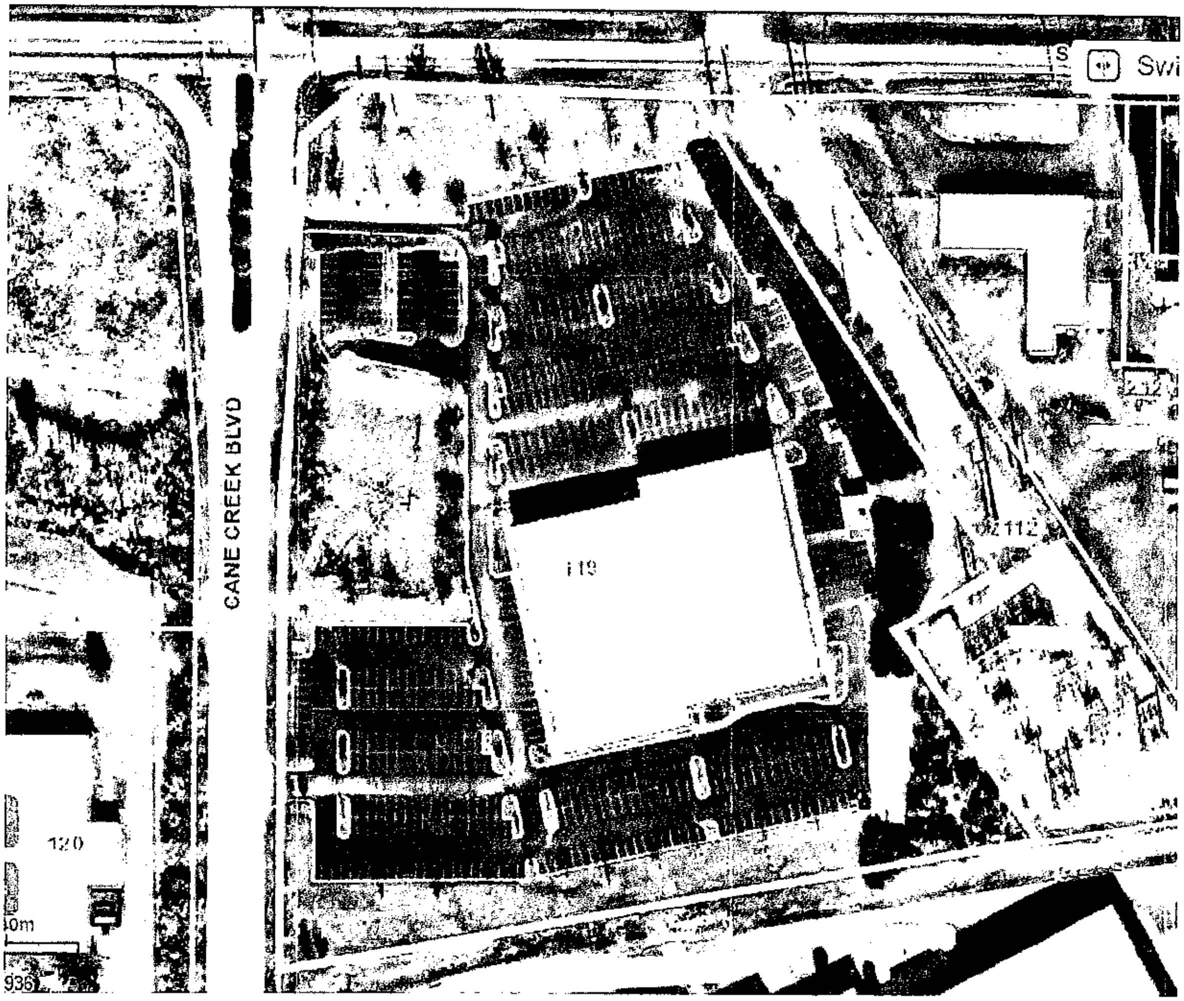
Escrow Agent:

BERGER & KINDBERG LAW, PA,

Date: 2/06/2025

By:
Name: Hal Berger
Title: President

EXHIBIT A



307279658v4

Signature:

Email: hal@lawcarolinas.com

Signature:

Email: rakesh.sehgal@pragroup.com