



**AIRSIDE DEVELOPMENT REVIEW COMMITTEE REGULAR MEETING
AGENDA**

4TH FLOOR CONFERENCE ROOM

REVISED

June 10, 2025

10:30 AM

A. CALL TO ORDER

B. ROLL CALL

C. ACTION ITEMS

1. Kare Partners LLC's petition to the Airside Development Review Committee to amend the boundary map of the Airside Industrial Development Park to remove parcel number 77074 (119 Cane Creek Boulevard).
2. 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

STAFF REPORT

DATE: June 10, 2025
TO: Airside Development Review Committee
FROM: W. Clarke Whitfield Jr., City Attorney
RE: Kare Partners LLC's petition to the Airside Development Review Committee to amend the boundary map of the Airside Industrial Development Park to remove parcel number 77074 (119 Cane Creek Boulevard).

Kare Partners LLC has petitioned the Airside Development Review Committee to amend the boundary map of the Airside Industrial Park to remove Parcel ID 77074 (119 Cane Creek Blvd). Kare Partners LLC is under contract to purchase 119 Cane Creek Blvd for the purpose of operating Compleat KiDZ. Compleat KiDZ provides child therapeutic day support services to those under eighteen (18) years of age. Compleat KiDZ currently has nineteen (19) locations throughout North Carolina and southern Virginia. Operations at the Danville location will begin with the care of 25 children with plans to expand to 150 children within the first year. Within five years, Compleat KiDZ will create 200 jobs.

During their May 6, 2025, meeting, City Council voted unanimously to approve a Special Use Permit to allow the operation of a child therapeutic day support services at 119 Cane Creek Boulevard with the following conditions:

1. The operation of a child therapeutic day support service complies with the Protective Covenants of the Airside Industrial Park;
2. The child therapeutic day support service was approved by the Airside Design Review Committee; and
3. The support staff of Kare Partners, LLC is to coordinate service offerings with existing organizations within the City of Danville to include Danville Public Schools, Danville Social Services, and Danville Pittsylvania County Community Services.

To operate in compliance with condition 1 and 2 from City Council, Kare Partners LLC must receive approvals from the Airside Development Review Committee. The approvals required are to approve the operation of a child therapeutic day support service as a use that is in compliance with the Protective Covenants of the Airside Industrial Park or approve a resolution to remove 119 Cane Creek Boulevard from the Airside Industrial Park in compliance with Article 9.2 of the Protective Covenants of the Airside Industrial Park.

On April 8, 2025, the IDA considered the approval of the use of a child therapeutic day support service at 119 Cane Creek Boulevard. The approved motion was to postpone the request. The conversation prior to postponement was a discussion of the potential of a boundary map amendment to remove 119 Cane Creek Boulevard from the Airside Industrial Park. If the boundary amendment is approved, the operations would no longer be within the purview of the

Airside Industrial Park Protective Covenants. The operations would remain within the purview of its zoning classification of LED-I, Light Economic Development Industrial.

Any extension, modification or amendment to the Covenant must be done so in compliance with Article 9.2.

9.2 Termination and Modification

This Declaration or any provision hereof, or any covenant, condition, restriction, or reservation contained herein, may be terminated, extended, modified, or amended, as to the whole of said Property or any portion thereof, with the written consent of the record title holders (excluding the City of Danville, Virginia and trustees under deeds of trust) of sixty-five (65) percent of the land area of Property subject to these restrictions plus fifty-one (51) percent of the Owners of Parcels (excluding trustees under deeds of trust); provided, however, that during the initial twenty-five (25) year term of these Covenants, no such termination, extension, modification, or amendment shall be effective without the written approval of the City. Such termination, extension, modification, or amendment shall be immediately effective upon recording a proper instrument in writing, executed, and acknowledged by such record title holders and Owners and by the City as required herein.

Kare Partners, LLC has met with several property and business owners within the Airside Industrial Park to collect the written consent as outlined in the Article above. The consent documents will be presented for review and consideration.

ATTACHMENTS

None

STAFF REPORT

DATE: June 10, 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

This item was postponed during the April 8, 2025 meeting of the Airside Development Review Committee.

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 May 6, 2025, the City Council voted to approve an Ordinance to grant a Special Use Permit for the operation of a child therapeutic day support service at 119 Cane Creek Boulevard with the conditions that Kare Partners LLC reach out to coordinate partnerships with local organizations to determine those that may utilize the services they provide and to operate in accordance with the Protective Covenants of the Airside Industrial Park.

To operate in compliance with the Protective Covenants of the Airside Industrial Park, it is necessary that the Airside Development Review Committee to determine if the use is compatible with Article 4 of 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 specifically listed as a permitted nor prohibited use. 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. Resolution of Approval Kare Partners LLC
2. Resolution of Denial Kare Partners LLC
3. Protective_Covents_Airside_Industrial_park
4. Article 4 of the Protective Covenant: Permitted and Prohibited Uses
5. Property_GIS Card
6. Purchase Contract
7. 119 Cane Creek SUP Ordinance

PRESENTED: June 10, 2025

ADOPTED: June 10, 2025

RESOLUTION NO. 2025-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING KARE PARTNERS, LLC, D/B/A COMPLEAT KIDZ, TO OPERATE A CHILD THERAPEUTIC DAY SUPPORT SERVICE AT PARCEL ID 77074, ALSO KNOWN AS 119 CANE CREEK BOULEVARD.

WHEREAS, Kare Partners, LLC, d/b/a Compleat KiDZ, is requesting authorization to operate a child therapeutic day support service at Parcel ID 77074, also known as 119 Cane Creek Boulevard, in compliance with Article 4, Item 6, of the Protective Covenants for the Airside Industrial dated September 2011; and

WHEREAS, a child therapeutic day support service is not an identified permitted use and must be reviewed for compatibility with the overall character and intent of the development of Airside Industrial Park.

NOW THEREFORE, BE IT RESOLVED that Kare Partners, LLC, d/b/a Compleat KiDZ is authorized under the Protective Covenants to operate a child therapeutic day support service at Parcel ID 77074, also known as 119 Cane Creek Boulevard, be, and the same herby is approved; and

AND BE IT FINALLY RESOLVED that the Industrial Development Authority does hereby approve and authorize Kare Partners, LLC, d/b/a Compleat KiDZ to operate a child therapeutic day support service at Parcel ID 77074, also known as 119 Cane Creek Boulevard.

Approved:

Chairman

Attest:

Secretary

Approved as to
Form and Legal Sufficiency:

City Attorney

PRESENTED: June 10, 2025

ADOPTED: June 10, 2025

RESOLUTION NO. 2025-____ . ____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA DENYING APPROVAL AND AUTHORIZATION OF KARE PARTNERS, LLC, D/B/A COMPLEAT KIDZ, TO OPERATE A CHILD THERAPEUTIC DAY SUPPORT SERVICE AT PARCEL ID 77074, ALSO KNOWN AS 119 CANE CREEK BOULEVARD.

WHEREAS, Kare Partners, LLC, d/b/a Compleat KiDZ, is requesting authorization to operate a child therapeutic day support service at Parcel ID 77074, also known as 119 Cane Creek Boulevard, in compliance with Article 4, Item 6, of the Protective Covenants for the Airside Industrial dated September 2011; and

WHEREAS, a child therapeutic day support service is not an identified permitted use and must be reviewed for compatibility with the overall character and intent of the development of Airside Industrial Park; and

NOW THEREFORE, BE IT RESOLVED that approval and authorization for Kare Partners, LLC, d/b/a Compleat KiDZ to operate a child therapeutic day support service at Parcel ID 77074, also known as 119 Cane Creek Boulevard, be, and the same hereby is denied under the Protective Covenants; and

AND BE IT FINALLY RESOLVED that the Industrial Development Authority denies the authorization request of Kare Partners, LLC, d/b/a Compleat KiDZ to operate a child therapeutic day support service at Parcel ID 77074, also known as 119 Cane Creek Boulevard.

Approved:

Chairman

Attest:

Secretary

Approved as to
Form and Legal Sufficiency:

City Attorney

PG0045 MAR-5²

**PROTECTIVE
COVENANTS

FOR THE

DANVILLE AIRSIDE
INDUSTRIAL PARK
(AS AMENDED)**

**CITY OF DANVILLE VIRGINIA
SEPTEMBER 2011**

PG0046 MAR-5:2

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 convey 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 DEFINITIONS 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.

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

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

4. Any use which the Review Committee shall find to
be specifically incompatible with the overall
character and intent of the development of the
Property.

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PG0052 MAR-52

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character and intent of the development of the
Property.



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 & trfd 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:

Mezzanines-Office
Package Unit
Passenger #
Concrete, Precast Panels
Wet Sprinklers

Size:

10218 SF
100 %
1 Unit
100 %
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	



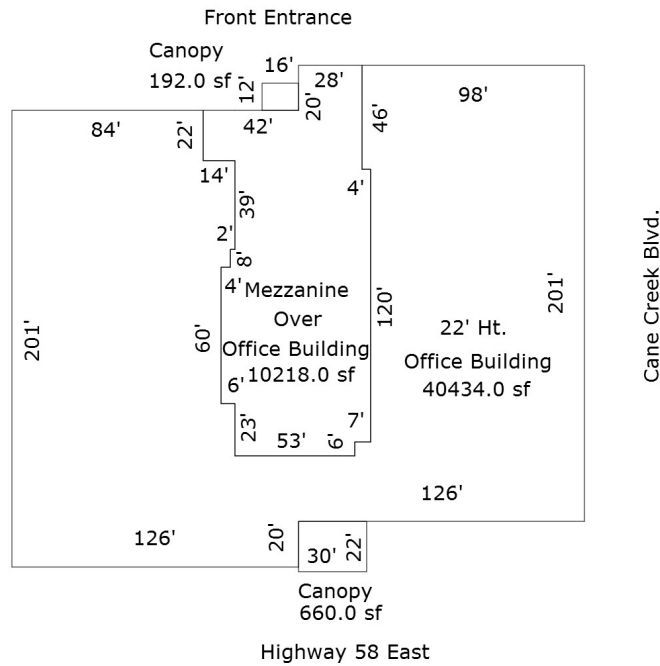
Transfers

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

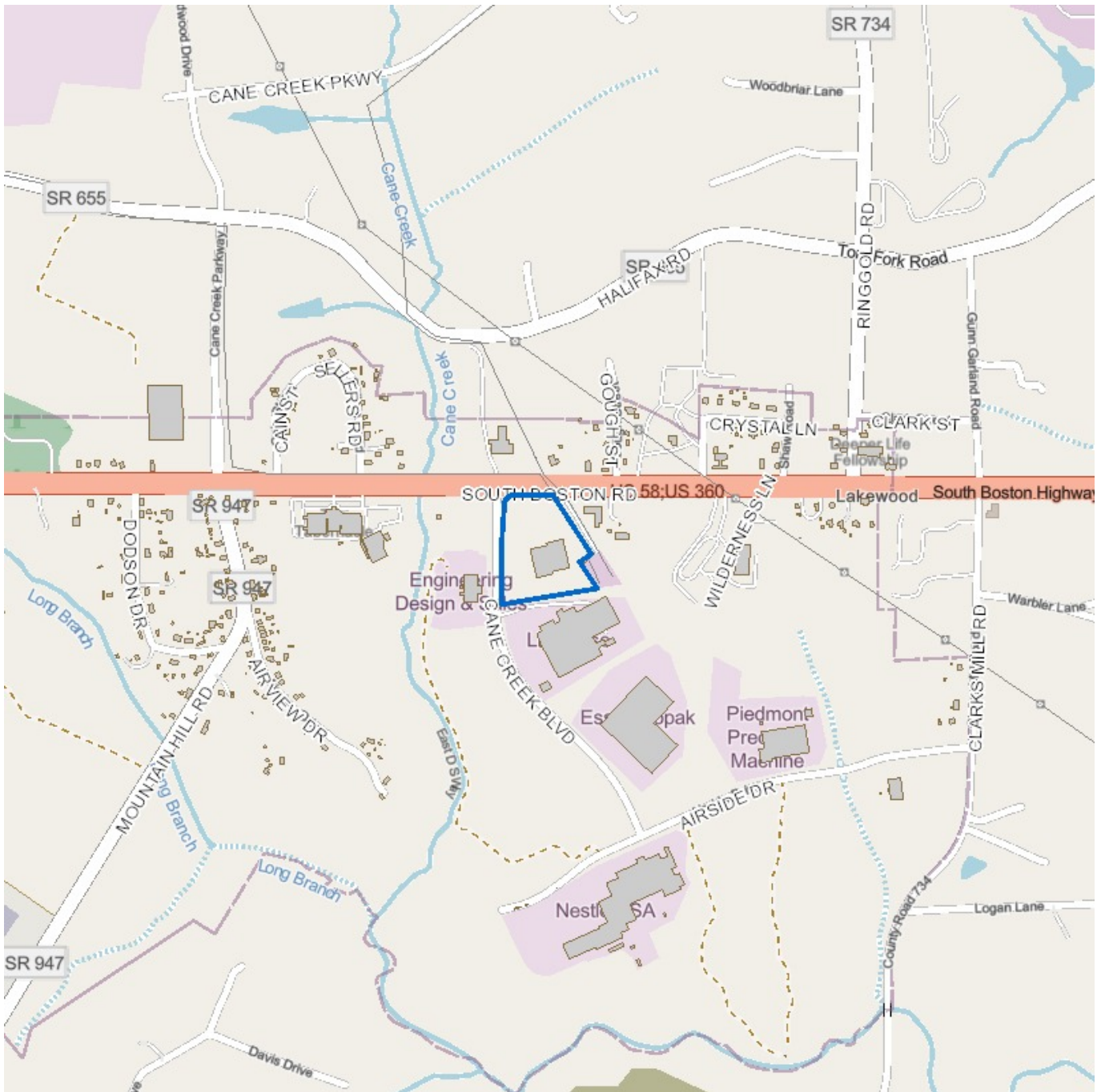


Assessments

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



Sketch by Apex Media™



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 Carolina professional corporation ("Escrow Agent").

WITNESSETH:

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 than 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 otherwise 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 materialmen's 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: 
Name: Adi Khindaria
Title: CEO

Seller:

PRA HOLDING VII, LLC

Date: Feb 6, 2025

By: 
Name: Rakesh Sehgal
Title: President and Treasurer

Escrow Agent:

BERGER & KINDBERG LAW, PA,

Date: 2/06/2025


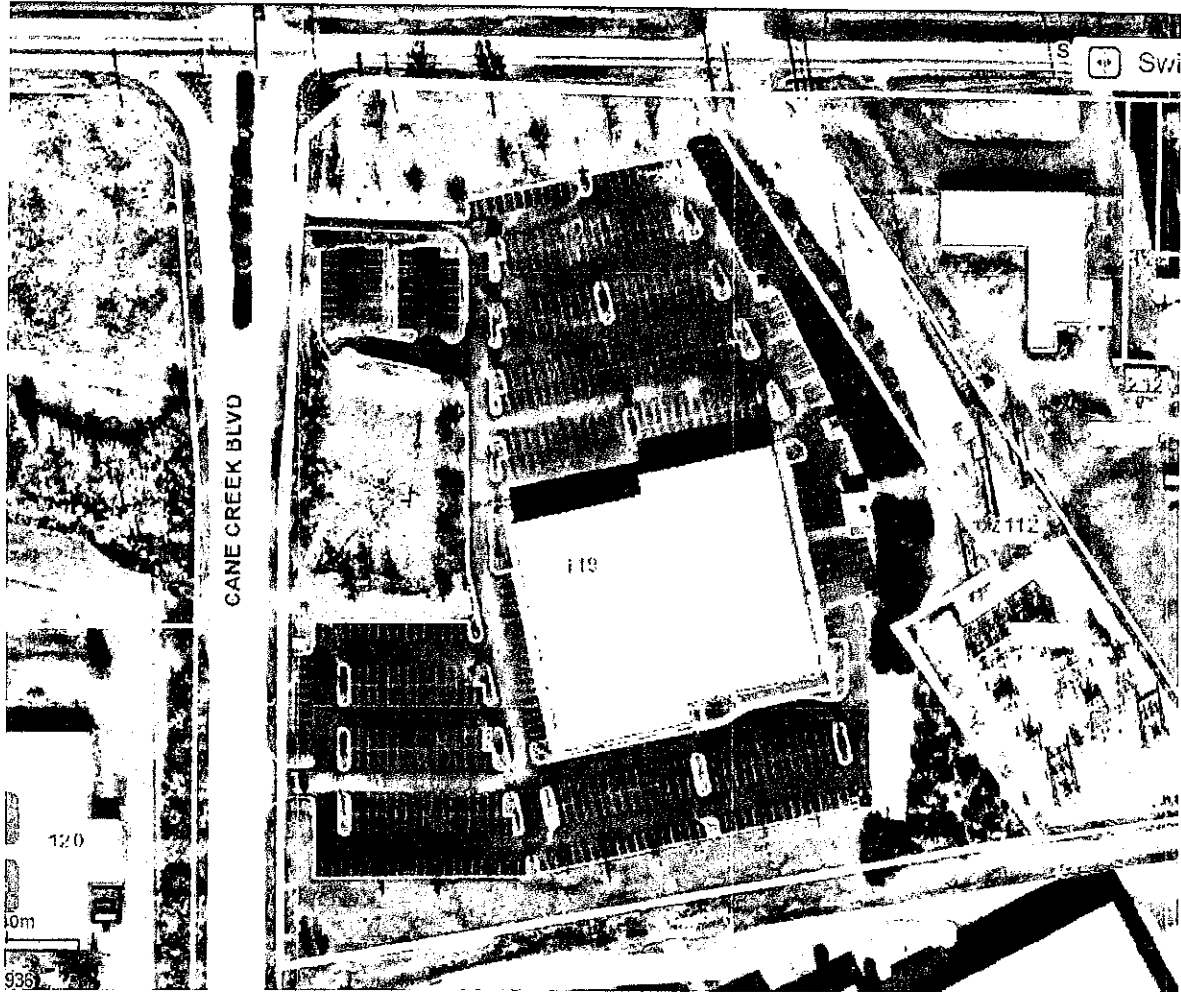
By: 
Name: Hal Berger
Title: President

EXHIBIT A



Signature:

Email: hal@lawcarolinas.com

Signature:

Email: rakesh.sehgal@pragroup.com

PRESENTED: May 6, 2025

ADOPTED: May 6, 2025

ORDINANCE NO. 2025- 05 . 01


AN ORDINANCE GRANTING SPECIAL USE PERMIT APPLICATION PZ25-00160, FILED BY KARE PARTNERS, LLC, REQUESTING A SPECIAL USE PERMIT TO ALLOW USES BY RIGHT AND BY SPECIAL USE PERMIT IN THE HR-C HIGHWAY RETAIL COMMERCIAL ZONING DISTRICT (CHILD THERAPEUTIC DAY SUPPORT SERVICES) AT PARCEL 77074 (119 CANE CREEK BOULEVARD) IN ACCORDANCE WITH ARTICLE 3.O. SECTION C ITEM 15.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Danville, Virginia, that the report of the Planning Commission recommending approval of Special Use Permit Application PZ25-00160, filed by Kare Partners, LLC, requesting a Special Use Permit to allow uses by right and by Special Use Permit in the HR-C Highway Retail Commercial zoning district (Child Therapeutic Day Support Services) at Parcel ID 77074 (119 Cane Creek Boulevard) in accordance with Article 3.O. Section C Item 15, be and the same is hereby received;

BE IT FURTHER ORDAINED THAT in consideration of said report and the public hearing this day held by Council, Special Use Permit Application PZ25-00160, filed by Kare Partners, LLC, requesting a Special Use Permit to allow uses by right and by Special Use Permit in the HR-C Highway Retail Commercial zoning district (Child Therapeutic Day Support Services) at Parcel ID 77074 (119 Cane Creek Boulevard) in accordance with Article 3.O. Section C Item 15, is hereby granted and approved, with the following conditions:

1. The operation of the child therapeutic day support service complies with the Protective Covenants of the Airside Industrial Park;
2. The child therapeutic day support service was approved by the Airside Development Review Committee; and
3. The support staff of Kare Partners, LLC is to coordinate service offerings with existing organizations within the City of Danville to include Danville Public Schools, Danville Social Services and Danville Pittsylvania Community Services.

Approved:



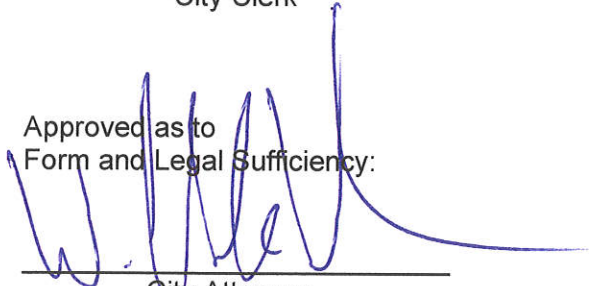
Mayor

Attest:



City Clerk

Approved as to
Form and Legal Sufficiency:



City Attorney