



INDUSTRIAL DEVELOPMENT AUTHORITY REGULAR MEETING AGENDA

CITY COUNCIL CONFERENCE ROOM

November 12, 2025

10:00 AM

A. CALL TO ORDER

B. ROLL CALL

C. MEETING MINUTES

1. 2025-10-14 Regular IDA Meeting Minutes

D. FINANCIAL REPORT

1. IDA Financial Statement as of October 31, 2025

E. STAFF UPDATES

F. ACTION ITEMS

1. A resolution authorizing and approving a change order for additional renovations and upfits at 1350 Barker Road, Ringgold, Virginia.
2. A resolution of the Industrial Development Authority of Danville, Virginia, approving and authorizing an agreement of purchase and sale for the purchase of the Schoolfield Woods and Filtration Plant (Parcel Nos. 60595 and 60596) from Caesars Virginia LLC.
3. A resolution of the Industrial Development Authority of Danville, Virginia, authorizing and approving an agreement of purchase and sale between the Authority and Reimagine Ventures LLC, a Virginia Limited Liability Company.
4. A resolution of the Industrial Development Authority of Danville, Virginia, authorizing and

approving an agreement of purchase and sale between the Authority and River District Properties, LLC, a Virginia Limited Liability Company.

5. Action by unanimous written consent of the Members and Manager of 424 Memorial Drive Managing Member, LLC
6. A resolution authorizing and approving the refinancing of IDA-owned property located at 206-208 North Union Street, Danville Virginia.

G. CLOSED MEETING

As Permitted by Subsection (A)(3) of Section 2.2-3711 of the Code of Virginia, 1950, as amended for discussion or consideration of the acquisition of real property or of the disposition of publicly held real property; and

As Permitted by Subsection (A)(5) of Section 2.2-3711 of the Code of Virginia, 1950, as amended for discussion concerning a prospective business or industry related to economic development.

As Permitted by Subsection (A)(7) of Section 2.2-3711 of the Code of Virginia, 1950, as amended for consultation with legal counsel concerning actual litigation and briefings by staff regarding specific legal matters requiring legal advice.

- A. Motion to Convene in Closed Meeting*
- B. Motion to Reconvene in Open Meeting*
- C. Motion to Certify Closed Meeting*

H. NEW BUSINESS

I. ADJOURN



Industrial Development Authority of Danville, Virginia
Minutes of Meeting
October 14, 2025

Pursuant to a written notice, a copy of which is attached hereto, a regular meeting of the Board of Directors of the Industrial Development Authority of Danville, Virginia was held in the Fourth Floor City Council Conference Room of the Municipal Building on Tuesday, October 14, 2025, at 10:30 a.m.

The following members were present:

Present: T. Neal Morris, Chairman
Russell Reynolds, Vice Chairman
John Laramore, Secretary
Phillip Hall
James Bebeau
Robert Woodall III

Absent: Kristen Barker

Also present: W. Clarke Whitfield, Jr., City Attorney
Terri McDaniel, City Attorney's Office
Ken Larking, City Manager (by Teams and in person)
Michael Adkins, Chief Financial Officer
Corrie Bobe, Director of Economic Development
Kelvin Perry, Economic Development
Samantha Bagby, Economic Development
Patricia Walden, City Attorney's Office

T. Neal Morris, Chairman, called the meeting to order at 10:30 a.m.

Roll call

After roll call was taken, the Board discussed when to hold the November meeting as the normal Tuesday in November is Veteran's Day. It was decided that November's meeting would be held on Wednesday, Nov. 12, 2025 at 10:00 am in the Fourth Floor City Council Conference room. Also, new legal secretary, Patricia Walden, was introduced from the City Attorney's Office.

Minutes

Minutes for the September 9, 2025, regular called meeting of the IDA were distributed to the members with their agenda packets. A motion was made by Mr. Bebeau to approve the minutes as presented. Mr. Hall seconded the motion with the members present voting as follows:

Mr. Morris	-Aye
Mr. Reynolds	-Aye
Mr. Laramore	-Aye
Mr. Bebeau	-Aye
Mr. Hall	-Aye
Mr. Woodall	-Aye

Finances

Michael Adkins, the Chief Financial Officer and Director of Finance, provided the members of the IDA Board a packet of the current financial statements of the IDA. Mr. Adkins reviewed the financial statements noting income from rental leases, payments, and expenses.

A motion was made by Mr. Reynolds to approve the financial report. The motion was seconded by Mr. Laramore and carried with members present voting as follows:

Mr. Morris	-Aye
Mr. Reynolds	-Aye
Mr. Laramore	-Aye
Mr. Hall	Aye
Mr. Bebeau	-Aye
Mr. Woodall	-Aye

Staff reports

Corrie Bobe shared that the Visitor's Center on River Park Drive on Thursday, October 16 at 11:30 am will have a Grand Reopening to display the renovations the facility has undergone. Also on Thursday, October 23 at 11:30 am, there will be a groundbreaking ceremony on the location for the Spring Street parking garage. Samantha Bagbey reported this Saturday, October 18 from 7 am to 12 pm, the community is invited to come to Link's Coffee Shop and Danville Farmer's Market to share their thoughts and suggestions on reimagining the Mechanicsville area of Danville.

Resolutions

A Resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing a contract with M. R. Dishman and Sons, Inc to remove all asbestos containing materials and demolish and remove a structure on the Lockett Drive site in an amount not to exceed \$52,700.00.

Motion was made by Mr. Bebeau; seconded by Mr. Hall

Mr. Morris	- Aye
Mr. Reynolds	- Aye
Mr. Laramore	- Aye
Mr. Hall	- Aye
Mr. Bebeau	- Aye
Mr. Woodall	- Aye

A Resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing a Special Use Permit at 985 Lockett Drive, Danville, Virginia, also known as parcel #78545.

Kelvin Perry shared that the warehouse at this location needs to be rezoned for future use.

Motion was made by Mr. Woodall; seconded by Mr. Reynolds

Mr. Morris	- Aye
Mr. Reynolds	- Aye
Mr. Laramore	- Aye
Mr. Hall	- Aye
Mr. Bebeau	-Aye
Mr. Woodall	- Aye

A Resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing an agreement with Architectural Partners for a lump sum amount of \$30,000 with an hourly rate thereafter for construction administration services at Dan River Falls.

Motion was made by Mr. Laramore; seconded by Mr. Hall

Mr. Morris	- Aye
Mr. Reynolds	- Aye
Mr. Laramore	- Aye
Mr. Hall	-Aye
Mr. Bebeau	-Aye
Mr. Woodall	- Aye

A Resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing the purchase of blinds for all commercial spaces at Dan River Falls from a local vendor in an amount not to exceed \$113,924.81

Discussion was held on this resolution as the original resolution listed an out-of-state vendor, Budget Blinds, and the Board desired to keep the buying of the blinds with a local vendor. The wording of the resolution was modified to reflect the decision to seek a local vendor for this project.

Motion was made by Mr. Bebeau; seconded by Mr. Hall

Mr. Morris	-Aye
Mr. Reynolds	-Aye
Mr. Laramore	-Aye
Mr. Hall	-Aye
Mr. Bebeau	-Aye
Mr. Woodall	-Aye

A Resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing an amount not to exceed \$29,180 to re-establish an existing roadway on the Coleman site utilizing City crews.

Motion was made by Mr. Bebeau; seconded by Mr. Hall

Mr. Morris	-Aye
Mr. Reynolds	-Aye
Mr. Laramore	-Aye
Mr. Hall	-Aye
Mr. Bebeau	-Aye
Mr. Woodall	-Aye

A Resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing an agreement with Dewberry Engineers Inc. in an amount not to exceed \$41,875 for architectural and engineering services at Dan River Falls.

Corrie Bobe informed the Board that Dewberry Engineers Inc will study the surrounding land at Dan River Falls for potential parking areas to accommodate the needs of the building. Board members offered various other options for parking such a 2-tier parking, parking structure across Memorial Drive, and acquisition of surrounding parcels for parking development.

Motion was made by Mr. Bebeau; seconded by Mr. Laramore

Mr. Morris	-Aye
Mr. Reynolds	-Aye
Mr. Laramore	-Aye
Mr. Hall	-Aye
Mr. Bebeau	-Aye
Mr. Woodall	-Aye

Closed Meeting

Mr. Reynolds moved the meeting be recessed and the board immediately reconvened in executive closed meeting for the purposes:

1. *Discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made as permitted by subsection (a)(5) of section 2.2-3711 of the code of Virginia, 1950, as amended.*

2. *Discussion or consideration of the acquisition/disposition of real property for a public purpose where discussion in an open meeting would adversely impact the bargaining position of the authority as permitted by subsection (a)(3) of section 2.2-3711 of the code of Virginia, 1950, as amended.*

Motion was made by Mr. Reynolds; seconded by Mr. Bebeau

Mr. Morris	- Aye
Mr. Reynolds	- Aye
Mr. Laramore	- Aye
Mr. Hall	- Aye
Mr. Bebeau	-Aye
Mr. Woodall	- Aye

Mr. Reynolds moved the meeting immediately reconvened into an open meeting. The motion was seconded by Mr. Bebeau and carried with the members present voting as follows:

Mr. Morris	- Aye
Mr. Reynolds	- Aye
Mr. Laramore	- Aye
Mr. Hall	- Aye
Mr. Bebeau	- Aye
Mr. Woodall	- Aye

Upon reconvening, Mr. Reynolds moved that the board adopt a resolution certifying that to the best of each member's knowledge that:

1. *Only public business matters lawfully exempted from open meeting requirements under section 2.2-3711; and*
2. *Only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the closed meeting.*

Motion was made by Mr. Reynolds; seconded by Mr. Hall

Mr. Morris	- Aye
Mr. Reynolds	- Aye
Mr. Laramore	- Aye
Mr. Hall	- Aye
Mr. Bebeau	- Aye
Mr. Woodall	- Aye

After closed session, the following resolution was brought forth and voted:

A Resolution of the Industrial Development Authority of Danville, Virginia, approving and authorizing a purchase and sale agreement and the actual sale of 500 Stinson Drive, Parcel IS #78460, between the Industrial Development Authority and Overfinch North America Inc. for \$985,109.00

Motion was made by Mr. Bebeau; seconded by Mr. Laramore

Mr. Morris	- Aye
Mr. Reynolds	- Aye
Mr. Laramore	- Aye
Mr. Hall	- Aye
Mr. Bebeau	- Aye
Mr. Woodall	- Aye

Adjourned at 12:01 pm with Mr. Woodall moving to do so, Mr. Bebeau seconding, and with all in favor.

John Laramore
Secretary

T. Neal Morris
Chairman

**Industrial Development Authority
Statement of Accounts
As of October 31, 2025**

Regular Checking	\$ 225,424.71
USDA Loan Account	\$ 83,242.95
City Funded Loan Account	\$ 2,657,416.83
North Union Properties/Master Tenant	\$ 10,500.03
US Bank - 2025A Bond Account	\$ 13,505.34
US Bank - 2025B/C Bond Account	\$ 17,115,314.88
First National Bank - Money Market	\$ 23,003.79

Reserve Account \$ 10,703,048.17

Reserve Account Details

<i>Hold for IDA Debt Svc - Bonds</i>	335,789.22
<i>Hold for Enterprise Zone</i>	609,613.98
<i>Hold for Int'l. Recruitment</i>	54,062.83
<i>Hold for Parking Debt Svc</i>	523,459.75
<i>Hold for Coleman Site</i>	563,125.00
<i>Hold for Dewberry Upfit DRF</i>	1,458,417.35
<i>Hold for Barker Road</i>	1,850,195.01
<i>Hold for Incentives</i>	2,412,977.49
<i>Hold for 231 Main Street</i>	400,000.00
<i>Hold for VBAF Grant</i>	500,000.00
<i>Hold for 401 Main/110 S Mkt</i>	100,000.00
<i>Hold for 217 N Union</i>	37,000.00
<i>Hold for 121/123 N Union</i>	436,737.50
<i>Available (CDE Funds)</i>	<u>1,421,670.04</u>
	10,703,048.17

City Funded Loans:

Beginning Balance October 1, 2025	\$ 2,657,303.99
Uncle Al's Diner	-
LMG, LLC	-
Interest /Bank Fees	112.84
Ending Balance October 31, 2025	<u><u>\$ 2,657,416.83</u></u>

Industrial Development Authority
Statement of Account - Regular Checking
For the month ended October 31, 2025

Beginning Balance at October 1, 2025 \$622,259.16

RECEIPTS:

Rent:		103,361.33
Utility/Insurance Reimbursement:		
DR Foundation	1,450.28	
Averett	-	1,450.28
City of Danville Support		171,257.84
Transfer in from Reserve		432,950.15
Transfer in from Bond Account		113,880.50
Pittsylvania County IDA - Shell Bldg		6,169.87
Interest Income/Wire Fees/Checks		20.48

125 N Union	250.00
208 N Union	2,400.00
Abdul Rasheed	280.00
Alexander Group - Pkg	9,000.00
Averett	11,390.00
Barry Smith	260.00
Belk	14,205.00
City - Gang Prev.	1,841.00
City - IT Dept.	2,207.80
DR Foundation	5,610.00
Honey Bee - Parking	2,550.00
Launch Place	3,000.00
Link's Café	3,000.00
MEP	473.41
Mind Body Wellness	960.00
Morrisette Paper	6,762.61
Overfinch	12,587.80
Revive Nutrition	600.00
River District Assoc	1,585.00
Riverside Running	2,812.48
Robert Stephens	250.00
Stephen Bass	3,575.00
Sth VA Legal	1,575.00
Vintages	1,347.00
Walraven	14,839.23
	103,361.33

DISBURSEMENTS:

AUB Loan - Lockett Drive	(11,566.62)
AUB - 500 Stinson Drive #1	(4,887.77)
AUB - 500 Stinson Drive #2	(5,717.03)
AUB - 512 Bridge Street	(16,467.81)
VSBA Bank - 500 Cane Creek	(9,251.38)
VSBA - MEP	(759.26)
VSBA - Barker Rd Loan	(13,881.29)
Locus Bank - Shell Building	(12,315.20)
Locus Bank - Ecomnets Bldg	(21,870.52)
First National - Gaither Rd Prop	(3,136.84)
Movement Bank - Monument	(2,651.24)
US Bank - Bond Prin/Interest	(13,666.67)
Architectural Partners - DRF	(10,424.73)
First American Title - DR Falls	(839,320.75)
Richard Morris Arch. N Union	(16,000.00)
Roundtree Ventures - Parking Deck	(112,728.50)
Cherry Bekaert - CDE	(1,379.40)
Brown Edwards - Audit	(10,000.00)
Floorcare Specialists - 530 Patton	(3,650.00)
Solex - N Main Street Properties	(1,995.00)
Diversified Svs - Jefferson St	(70,000.00)
Hurt & Proffitt - Coleman Site	(12,500.00)
Kent Shelton - Parking Deck	(1,152.00)
Utility Bills/Elevator Maint	(20,534.73)
Insurance	(10,068.16)

(1,225,924.90)

PASS THROUGHS:

\$ 225,424.71

**Industrial Development Authority
Statement of Account
USDA Loan Funds**

For the month ended October 31, 2025

Beginning Balance at October 1, 2025 \$ 82,973.35

RECEIPTS:

Dry Fork Fruit Dist.	266.07	
River City Escapes	-	
Interest	3.53	
		269.60

DISBURSEMENTS:

-

Ending Balance at October 31, 2025

\$ 83,242.95

Reconciliation to original USDA grant of \$99,000

ORIGINAL USDA FUNDS		\$ 99,000.00
LESS OUTSTANDING LOANS:		
River City Escapes	11,800.38	
Dry Fork Fruit Dist.	5,856.22	(17,656.60)
INTEREST EARNED		21,308.60
DEFAULTED LOANS		(19,459.05)
PENALTIES EARNED		50.00
BALANCE IN ACCOUNT		\$ 83,242.95

A/R Aging Summary Report
Industrial Development Authority of Danville
As of October 31, 2025

CUSTOMER	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
Abdul Rasheed	-280.00					-280.00
Averett University		4,350.84				4,350.84
Belk United Electronic Services	-7,102.50					-7,102.50
Christine B Eanes, LLC	-600.00					-600.00
City of Danville IT		3,154.00				3,154.00
Danville Honey Bee LLC & Old Bee LLC		-850.00				-850.00
Making Everything Possible, LLC	485.85					485.85
Michael W Cheek		-1,600.00				-1,600.00
Mind Body Wellness Pilates LLC	-960.00					-960.00
Morrisette Paper	-6,762.61					-6,762.61
Overfinch North America	-12,587.80					-12,587.80
Robert Stephens		207.00				207.00
Southern Virginia Legal PLLC	-1,575.00					-1,575.00
Stephen G. Bass		-2,175.00				-2,175.00
Walraven		-14,839.23	-14,839.23			-29,678.46
White Mill MT 2 c/o Alexander Company		4,500.00				4,500.00
TOTAL	-29,382.06	-7,252.39	-14,839.23			-\$51,473.68

Balance Sheet
Industrial Development Authority of Danville
As of October 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Bank Accounts	
First National Bank - Money Market	23,003.79
Loans (City Funded)	2,657,416.83
North Union Master Tenant LLC	7,166.18
North Union Properties, LLC	3,333.85
Regular Checking	225,424.71
Reserve Account	10,703,048.17
US Bank - 2025A Project Fund	13,505.34
US Bank - 2025B&C Project Fund	17,115,314.88
USDA Checking	83,242.95
Total for Bank Accounts	\$30,831,456.70
Accounts Receivable	-\$51,473.68
Other Current Assets	\$16,063,142.94
Total for Current Assets	\$46,843,125.96
Fixed Assets	
Accumulated Depreciation	-6,966,636.57
Buildings	\$56,569,233.66
Construction In Progress	\$9,355,548.21
Equipment	\$75,000.00
Land	\$7,722,428.24
Land Improvements	\$2,580,260.66
Total for Fixed Assets	\$69,335,834.20
Other Assets	
Allowance for Doubtful Accounts	-26,237.10
LT Lease Rec. - GASB 87	6,661,674.01
Notes Receivable	
Dry Fork Distillery N/R	6,371.77
Eng Biopharmaceut Inc.	150,000.00
LMG, LLC Hyatt Loan	750,000.00
Masonic Temple Note Receivable	1,650,000.00
Note Rec - Uncle Al's Diner LLC	22,239.26
River City Escapes Note Receiva	12,043.59
Southside Ice	14,193.51
Total for Notes Receivable	\$2,604,848.13
Total for Other Assets	\$9,240,285.04
Total for Assets	\$125,419,245.20

Balance Sheet

Industrial Development Authority of Danville

As of October 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
Liabilities and Equity	
Liabilities	
Current Liabilities	\$1,296,488.40
Long-term Liabilities	
Bonds Payable	\$22,895,000.00
Deferred Lease Rev - GASB 87	7,016,488.68
Deferred Revenue	140,249.96
Lease Revenue Note - 2021A	10,000,000.00
Notes Payable	
AUB - 206/208 N Union Loan	648,772.82
AUB - 500 Stinson Drive	667,217.49
AUB - 512 Bridge Loan	1,239,405.22
AUB - Dan River Falls	21,000,000.00
AUB Loan - 500 Stinson #2	45,015.55
AUB Loan - Locket Drive	834,968.21
FNB - 527 Bridge Street Loan	1,203,578.03
FNB - Gaither Rd Parcels	456,402.82
Locus Bank - 1 Ecomnets Way	1,378,845.59
Locus - Cyber Prk Shell Bldg	932,434.21
Movement Bank - 816 Monument	446,763.04
VSBA - 500 Cane Creek	1,265,731.12
VSBA - Barker Road Loan	2,971,653.86
VSBA - MEP Loan	82,602.35
Total for Notes Payable	\$33,173,390.31
Revolving Loan Fund - USDA	99,000.00
Total for Long-term Liabilities	\$73,324,128.95
Total for Liabilities	\$74,620,617.35
Equity	
Contributed Capital	150,000.00
Opening Bal Equity	4,856,400.56
Retained Earnings	42,517,483.00
Net Income	3,274,744.29
Total for Equity	\$50,798,627.85
Total for Liabilities and Equity	\$125,419,245.20

Profit and Loss
Industrial Development Authority of Danville
 July 1-October 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
Income	
Grants	
Grants - City of Danville	2,801,838.27
Total for Grants	\$2,801,838.27
Parking Space Rental Income	20,284.00
Program Fees	46,577.80
Rental Income	2,385,179.45
Total for Income	\$5,253,879.52
Cost of Goods Sold	
Gross Profit	\$5,253,879.52
Expenses	
Bond Issue Costs	161,246.50
Dues and Subscriptions	345.00
Incentive Payments	915,906.41
Insurance	80,218.51
Interest Expense	320,187.46
Licenses and Permits	500.00
Office Supplies	127.00
Professional Fees	\$11,629.33
Accounting	39,449.40
Consulting	69,523.23
Legal Fees	75.00
Total for Professional Fees	\$120,676.96
Rental Expense	427,155.00
Repairs	-\$560.00
Building Repairs	70,670.15
Total for Repairs	\$70,110.15
Taxes	9,861.10
Telephone	1,331.80
Utilities	50,012.54
Total for Expenses	\$2,157,678.43
Net Operating Income	\$3,096,201.09
Other Income	
Interest Income	178,543.20
Total for Other Income	\$178,543.20
Other Expenses	
Net Other Income	\$178,543.20
Net Income	\$3,274,744.29



Industrial Development Authority

STAFF REPORT

DATE: November 12, 2025
TO: Industrial Development Authority
FROM:
RE: A resolution authorizing and approving a change order for additional renovations and upfits at 1350 Barker Road, Ringgold, Virginia.

Background:

The Danville Industrial Development Authority (IDA) has secured financing from the Virginia Small Business Finance Authority (VSBFA) in the amount of \$2,982,534 to support the renovation and upfits of the IDA-owned building located at 1350 Barker Road in Ringgold, Virginia. Upon completion, the building will serve as the U.S. headquarters for RBW, a UK company specializing in electric vehicle conversions.

Blair Construction has been selected as the general contractor for the renovation project. Due to requested modifications by RBW, Blair Construction has submitted a change order request to include additional improvements necessary to accommodate RBW's manufacturing operations. The original contract price prior to any change orders was \$1,389,000. A previous change order of \$286,280.00 to construct a mezzanine was approved by the IDA leaving an available balance for any additional improvements or upfits at \$447,235.66. The IDA's lease with RBW will be updated to include covering the increased cost of construction.

Change Order Details:

The requested change order includes modifications as outlined in the attached change order request document. The total cost of this change order is \$171,784.74. Subject to approval of this request, the remaining balance will be \$275,453.92.

Recommendation:

Staff recommends that Danville IDA board approve the additional change order for the renovation project at 1350 Barker Road, with a total cost not to exceed \$171,784.74, for the items listed in the change order request.

ATTACHMENTS

1. Res 2446 - Blair Construction Change Order for 1350 Barker Road
2. 1350 Barker Road Change Order #003 - 10-10-25

PRESENTED: November 12, 2025

ADOPTED: November 12, 2025

RESOLUTION NO. 2025-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A CHANGE ORDER FOR ADDITIONAL RENOVATIONS AND UPFITS AT 1350 BARKER ROAD, RINGGOLD, VIRGINIA IN AN AMOUNT NOT TO EXCEED \$171,781.74

NOW THEREFORE, BE IT RESOLVED, that the Industrial Development Authority of Danville, Virginia approves and authorizes change order number 3 from Blair Construction, in an amount not to exceed One Hundred Seventy-One Thousand, Seven Hundred Eighty-One and 74/100 (\$171,781.74) to make additional renovations and interior upfits to 1350 Barker Road, Ringgold, Virginia; and

BE IT FURTHER RESOLVED, that the Chairman, or in his absence any Officer, be, and hereby is, authorized to execute any and all documents necessary for this change order and such other documents as needed to complete this transaction.

Approved:

Chairman

Attest:

Secretary

Approved as to
Form and Legal Sufficiency:

City Attorney



AIA[®] Document G741[™] – 2024

Change Order for a Design-Build Project

PROJECT:*(name and address)*

RBW Barker Road Upfit
1350 Barker Road
Ringgold, VA

DESIGN-BUILD CONTRACT INFORMATION:

Contract For: General Construction
Date: 02-26-2025

CHANGE ORDER INFORMATION:

Change Order Number: 003
Date: 10-10-2025

OWNER:*(name and address)*

Industrial Development Authority of
Danville
427 Patton Street, Room 421
Danville, VA 24541

DESIGN-BUILDER:*(name and address)*

Blair Construction, Inc.
P.O. Box 612
GRETNA, VA 24557

THE DESIGN-BUILD CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Change Directives.)

1. Provide Storefront Door in place of garage door in Showroom	\$ 10,345.22	
2. Provide Fire Alarm	\$ 26,115.00	
3. Provide CPVC to Copper	\$ 31,500.00	
4. Provide Conference Room Concrete Demo and replace back and install conduit	\$ 3,000.00	
5. Cover over Floor Heat riser in public space	\$ 1,448.00	
6. Provide added Data	\$ 2,300.00	
7. Provide additional Door 4' wide	\$ 4,865.00	
8. Change Lights to LED's in Office area	\$ 9,753.00	
9. Provide added Electrical	\$ 49,448.00	
10. Provide Epoxy Floor	\$ 22,600.00	
11. Provide Credit for Carpet	(\$ 5,209.00)	
	Subtotal	\$156,165.22
	OH&P 10%	\$ 15,616.52
	Total Amount of Change Order	\$171,781.74

The original was	\$ 1,389,000.00
The net change by previously authorized Change Orders	\$ 286,280.00
The prior to this Change Order was	\$ 1,675,280.00
The will be increased by this Change Order in the amount of	\$ 171,781.74
The new including this Change Order will be	\$ 1,847,061.74

The Contract Time will be unchanged by (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is N/A

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time, or Guaranteed Maximum Price that have been authorized by Change Directive until the cost and time have been agreed upon by both the Owner and Design-Builder, in which case a Change Order is executed to supersede the Change Directive.

When executing this Change Order, the Design-Builder represents that all changes to Project design implemented by this Change Order have been reviewed and approved in writing by the Architect or other licensed design professional(s) of record for the Project.

NOT VALID UNTIL SIGNED BY THE DESIGN-BUILDER AND OWNER.

DESIGN-BUILDER *(Signature)*

BY: Timothy J. Clark, President

(Printed name and title)

Date

OWNER *(Signature)*

BY: T. Neal Morris

(Printed name and title)

Date





Industrial Development Authority

STAFF REPORT

DATE: November 12, 2025
TO: Industrial Development Authority
FROM: Samantha Bagbey, Project Manager
RE: A resolution of the Industrial Development Authority of Danville, Virginia, approving and authorizing an agreement of purchase and sale for the purchase of the Schoolfield Woods and Filtration Plant (Parcel Nos. 60595 and 60596) from Caesars Virginia LLC.

Staff requests approval of the purchase of the wooded land behind Caesars Virginia, referred to in the Schoolfield Master Plan as the Schoolfield Woods, and the former Dan River Mills Filtration Plant along Memorial Drive. Both areas were evaluated during the district master planning process for either future redevelopment or to serve as a public amenity. An appraisal was conducted providing a value for the property, which included the value of the filtration plant. The City's development agreement with Caesars stipulates that the City can purchase the property for the value of the land, subtracting the filtration plant's value. According to the appraisal, the property is valued at \$310,000. The land is valued at \$130,000.

Staff recommends purchasing the property from Caesars Virginia for \$130,000 so that it can be developed in accordance with the Schoolfield Master Plan.

ATTACHMENTS

1. Res 2447 - Purchase and Sale Schoolfield woods and filtration plant
2. Schoolfield Woods and Filtrations Agreement of Purchase and Sale - PLDR Edits 11.5.2025
3. The Schoolfield Woods report 2024

PRESENTED: November 12, 2025

ADOPTED: November 12, 2025

RESOLUTION NO. 2025-_____.

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA, APPROVING AND AUTHORIZING AN AGREEMENT OF PURCHASE AND SALE FOR THE PURCHASE OF THE SCHOOLFIELD WOODS AND FILTRATION PLANT (PARCEL #60595 AND #60596) FROM CAESARS VIRGINIA LLC FOR \$130,000 PLUS CLOSING COSTS.

NOW THEREFORE BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia, that it does hereby approve and authorize the execution of a purchase agreement by the Industrial Development Authority of Danville Virginia for the purchase of the Schoolfield Woods and Filtration Plant (Parcel #60595 and #60596) In the amount of One Hundred Thirty Thousand Dollars and 00/100 (\$130,000), plus closing costs, substantially in the form attached hereto; and

BE IT FURTHER RESOLVED, by the Industrial Development Authority of Danville, Virginia, that it does hereby approve and authorize the actual purchase of the Schoolfield Woods and Filtration Plant (Parcel #60595 and #60596) from Caesars Virginia LLC.; and

BE IT FURTHER RESOLVED, by the Industrial Development Authority of Danville, Virginia, that it hereby directs the Chairman, or in his absence any officer, of the Industrial Development Authority of Danville, Virginia to execute any and all documents necessary to finalize the above-referenced transaction.

Approved:

Chairman

Attest:

Secretary

Approved as to
Form and Legal Sufficiency:

City Attorney

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (“Agreement”) is made and entered into this ____ day of November 2025, between CAESARS VIRGINIA, LLC, a Delaware Limited Liability Company (File # 7991078) whose address is 1100 West Main Street; Danville, Virginia 24541 (hereinafter called “Seller”), and Industrial Development Authority of Danville, Virginia, a political subdivision of the Commonwealth of Virginia, whose address is P.O. Box 3300, Danville, VA 24543 (hereinafter called “Purchaser”).

WITNESSETH:

WHEREAS, Seller is the owner of those certain parcels of real property containing approximately 23.94 acres, more or less, further identified as THE SCHOOLFIELD WOODS AND FILTRATION PLANT (Parcel Nos. 60595 and 60596) along with all improvements, in the City of Danville, Virginia, more particularly described on Exhibit “A” attached hereto and incorporated herein (and shall hereinafter be referred to collectively as the “Property”); and

WHEREAS, Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Purchase and Sale. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property, together with (a) all rights, easements and privileges, appurtenances belonging and appertaining thereto, including, without limitation, all easements, rights of way or other interests in, on or under any lands, highways, alleys, streets, or rights of way abutting or adjoining the Property (b) all buildings and other improvements thereon, and (c) and any fixtures attached to the Property.

2. Purchase Price. (a) The purchase price (“Purchase Price”) to be paid by Purchaser to Seller for the Property shall be ONE HUNDRED THIRTY THOUSAND DOLLARS and no/100s (\$130,000.00) to be paid by check or wire transfer in United States Currency.

(b) At “Closing,” the Purchase Price payable by Purchaser to Seller shall be paid by cash, cashier’s check or wire transfer to the third party engaged to close the transaction (the “Closing Agent”).

3. Closing Agent and Deposit. The Closing agent shall be named by the Seller ten (10) business days prior to the Closing Date. No deposit is required as a part of this sale.

4. Representations and Warranties of Seller. Seller, to induce Purchaser to enter into this Agreement and to complete Closing, makes the following representations and warranties to Purchaser, which representations and warranties are true and correct as of the date of this Agreement, and shall be true and correct at and as of the Closing Date, as such term is defined in Section 12 below and used throughout this Agreement, in all respects as though such representations and warranties were made both at and as of the date of this Agreement, and at and as of the Closing Date:

(a) There is no action, suit, or proceeding pending or, to the knowledge of Seller, threatened against or affecting the Property or any portion thereof.

(b) Seller has not received any written notice of any condemnation proceeding or other proceedings in the nature of eminent domain ("Taking") which is currently pending in connection with the Property, and to Seller's knowledge no Taking has been threatened.

(c) Seller is and on the Closing Date shall have full power and authority to enter into and perform this Agreement and all documents, instruments and contracts entered into or to be entered into by it pursuant to this Agreement and to carry out the transactions contemplated hereby. This Agreement is, and all documents to be executed by Seller and delivered to Purchaser at the Closing will be on the Closing Date, duly authorized, executed and delivered by Seller and all consents and approvals of third parties have been obtained. This Agreement is, and all documents to be executed by Seller and delivered to Purchaser at the Closing will be the legal, valid, and binding obligations of Seller; enforceable in accordance with their respective terms; and will not violate any provisions of any agreement, judicial order, or any other thing to which Seller is a party or to or by which Seller or the Property is subject or bound.

(d) The Property is not subject to any roll back tax or any similar tax related to the discontinuance of any use to which the Property has been put.

(e) Seller has not received any notice or notices of violation (or claimed violations) of any law, ordinance, order, statute, rule, or regulation or any complaints, order, citation, or notice with regard to, affecting, or relating to the Property.

(f) No tax appeals are currently pending with respect to the Property.

(g) Seller has not entered into any presently effective contract regarding the sale, conveyance, transfer, or disposition of the Property (except for this Agreement). Seller has not granted to anyone and no one possesses any option to purchase or right of first refusal to purchase the Property. Seller has not entered into any occupancy agreement, lease, or the like with respect to, and no one has any right to use or occupy, the Property. Seller shall not enter into any other lease prior to Closing unless such lease is consented to by Purchaser prior to its execution.

5. Inspections. (a) Seller and Purchaser hereby acknowledge that as of the date of the execution of this Agreement, Purchaser has not yet had an opportunity to fully review and evaluate this transaction. If on or before 5:00 p.m. (Eastern Standard Time) on a date which is one sixty

(60) days from the Date of this agreement (“Inspection Completion Date”), Purchaser determines, in its sole and absolute discretion, that Purchaser does not desire to purchase the Property, then Purchaser shall have the right to give written notice to Seller electing to terminate this Agreement, provided such notice is delivered to Seller prior to 5:00 p.m. (Eastern Standard Time) on the Inspection Completion Date. In the event such notice of termination is delivered on or before 5:00 p.m. (Eastern Standard Time) on the Inspection Completion Date, then the parties shall be released from all further obligations each to the other under this Agreement. In the event that the Purchaser does not terminate this Agreement as set forth in this Section 5, then Purchaser’s right to terminate this Agreement shall be deemed waived by Purchaser.

(b) Upon reasonable prior notice to Seller, Purchaser, its agents, employees, and representatives shall have access to the Property at all reasonable times to inspect the Property and to conduct reasonable tests thereon including, but not limited to, soil and groundwater borings and hazardous waste studies, and to make such other examinations with respect thereto as Purchaser, its counsel, licensed engineers, surveyors, or other representative(s) may deem reasonably necessary. Seller reserves the right to be present, or have its agent or representative present, during Purchaser’s investigations of the Property. Any tests, examinations, or inspections of the Property by Purchaser and all costs and expenses in connection with Purchaser’s inspection of the Property shall be at the sole cost of Purchaser and shall be performed in a manner not to unreasonably interfere with the Seller’s ownership of the Property. Further, Purchaser shall be responsible for any and all damage caused by such inspections, examinations, testing, and disposal of all waste produced at the Property as a result of such investigations and shall sign, as generator, all forms necessary for such disposal. Purchaser shall immediately remove any lien of any type which attaches to the Property by virtue of any of such inspections, examinations or tests. Upon completion of any such inspection, examination, or test, Purchaser shall restore any damage to the Property caused by such inspection, examination, or test.

(c) Within forty-five (45) days of the Date of this Agreement, Purchaser may obtain, at its sole option and at its sole cost and expense, a title insurance commitment (“Commitment”) issued by the Closing Agent covering the Property, a survey (the “Survey”) of the Property, dated subsequent to the date hereof, prepared by a licensed surveyor or Registered Professional authorized to do business in the Commonwealth of Virginia, and an Environmental Site Assessment (“Environmental Assessment”) dated subsequent to the date hereof.

(d) Purchaser shall review the Commitment, the Survey and the Environmental Assessment and shall, within sixty (60) days of the Date of this Agreement, notify Seller in writing (“Objection Notice”) of any matters (“Defects”) evidenced by the Commitment, the Survey, or the Environmental Assessment that adversely affect the marketability of the Property. Any such matters not specified as Defects in the Objection Notice or any Defects waived (or deemed waived) by Purchaser pursuant to the terms hereof shall be deemed Acceptable Exceptions. Upon receipt of the Objection Notice, Seller may, but shall not be obligated to, cure such Defects. In the event that Seller is unwilling or unable to cure any Defect(s) on or before the Inspection Completion Date (“Cure Period”), Seller shall notify Purchaser in writing then Purchaser, at Purchaser’s option, may within ten (10) days thereof: (i) elect to accept title to the Property subject to the Defects without any adjustment to the Purchase Price (in which event the remaining Defects shall be deemed Acceptable Exceptions); or (ii) terminate this Agreement by written notice thereof to

Seller, whereupon this Agreement shall be terminated, and both parties shall thereafter be released from all further obligations hereunder. In the event Purchaser fails to elect to terminate the Agreement as provided above within such 10-day period, Purchaser shall be deemed to have elected clause (i) above.

If Seller notifies Purchaser that it intends to take action to effectuate the removal of the objected to exceptions, then Seller shall be obligated to take all action of which it advised Purchaser in the Response Notice that it would take.

(e) The provisions of this Section shall survive any termination of this Agreement.

6. Environmental Studies and Soil Tests.

Purchaser acknowledges that prior to the Closing Date, Purchaser may conduct any environmental and soils tests with respect to the Property which Purchaser may deem necessary or advisable, and Purchaser shall rely upon such tests as well as Seller's Representations and Warranties contained in section four (4) above, in electing whether or not to purchase the Property.

7. Covenants by Seller. Between the date hereof and the Closing, Seller agrees that:

(a) Seller will maintain the Property in the same condition as it is on the date of this Agreement (reasonable wear and tear excepted);

(b) Seller will not, by reason of any action or omission of Seller, cause or permit any representation or warranty to become not true, incorrect, or inaccurate;

(c) Seller shall perform any and all material obligations with respect to the Property under all easements, covenants, restrictions, and contracts of record;

(d) Seller will promptly give notice to Purchaser of every threatened or actual litigation, whether or not covered by insurance against or relating to the Property (including, without limitation, the sale thereof to Purchaser) or any portion thereof between the date of this Agreement and the Closing;

(e) Seller will not, without the prior written consent of Purchaser, apply for, consent to or process any applications for zoning, re-zoning, variances, site plan approvals, subdivision approvals, or development with respect to the Property or any portion thereof;

(f) Seller will not, without the prior written consent of Purchaser, grant any rights or other privileges in or with respect to the Property or any portion thereof or grant, or consent to or waive the right to object to, any easements, covenants, or restrictions affecting all or any portion of the Property;

(g) Seller will not enter into or modify any mortgages, operating agreements, ground leases, space leases, or other agreements or encumbrances with respect to or affecting the Property or any portion thereof;

(h) Seller shall compile all non-privileged documents in its possession related to the history, nature, condition, description, or maintenance of the Property, including, but not limited to, any and all structures that exist on the Property, so that such documents may be transferred to Purchaser on or before Closing; and

(i) Seller will promptly notify Purchaser if it discovers, determines, or is notified that any warranty or representation made by Seller hereunder is not (or is no longer) true.

8. Seller's Defaults; Purchaser's Remedies. In the event that Seller shall be in material default hereunder for any reason other than Purchaser's default, Purchaser may deliver a written notice to Seller stating with particularity the alleged default of Seller, the action required by Seller to cure such default, and Purchaser's intent to exercise its remedies provided below if the default is not cured. Seller shall have five (5) business days after receipt of such notice to cure the alleged default to Purchaser's reasonable satisfaction (and the Closing Date shall be delayed, if necessary, until the end of such five (5) business day period). In the event such default is not cured within such five (5) business day period, then Purchaser may elect, as its sole and exclusive remedy, for such default, to terminate this Agreement by written notice to Purchaser and the Closing Agent. Purchaser hereby expressly waives its rights to seek damages in the event of Seller's default hereunder.

9. Purchaser's Default; Seller's Remedies. In the event that Purchaser shall be in default hereunder for any reason other than Seller's default, Seller may deliver a written notice to Purchaser stating with particularity the alleged default of Purchaser, the action required by Purchaser to cure such default, and Seller's intent to terminate this Agreement if the default is not cured. Purchaser shall have five (5) business days after receipt of such notice to cure the alleged default to Seller's reasonable satisfaction (and the Closing Date shall be delayed, if necessary, until the end of such five (5) business day period). In the event such default is not cured within such five (5) business day period, then Seller may, as Seller's sole and exclusive remedy for such default, terminate this Agreement by written notice to Purchaser and the Closing Agent. Seller hereby expressly waives its rights to seek damages in the event of Purchaser's default hereunder.

10. Prorations. At Closing, real estate taxes, assessments and all other items of income and expense shall be prorated as of the Closing Date. Any assessments for prior years due to change in land usage or ownership, including, without limitation, rollback taxes, shall be the sole responsibility of Seller. The terms and provisions of this Section shall survive Closing.

11. Closing Costs. (a) Seller shall be responsible for the (i) costs of preparing the Deed (as hereinafter defined) and (ii) the Grantor's Tax on the Deed, if any.

(b) Purchaser shall be responsible for (i) the cost to obtain a commitment for owner's title insurance (the "Commitment"), (ii) all premiums and other charges on the owner's title policy issued to Purchaser pursuant to the Commitment (the "Title Policy") and any endorsements to the Title Policy, (iii) all documentary stamps taxes and transfer taxes on the Deed,

with the exception of the Grantor's Tax, (iv) documentary stamps and intangible costs on any deed of trust and notes, and (v) the recording costs on the Deed.

(c) Each party shall be responsible for payment of its own legal fees.

12. Closing. The "Closing" shall be held no later than January 31, 2026, unless otherwise agreed upon by the parties to this Agreement (the "Closing Date"). It is expressly agreed by Seller and Purchaser that time is of the essence with respect to the parties' obligations to close this transaction on the Closing Date. For the avoidance of doubt, Seller and Purchaser acknowledge that any adjournment of the Closing Date pursuant to any right of adjournment granted hereunder, then time shall be of the essence with respect to Seller's and Purchaser's obligation to close this transaction on such adjourned Closing Date.

(a) At Closing, Seller shall cause to be executed and delivered to Purchaser the following documents with respect to the Property being conveyed:

(i) A general warranty deed ("Deed") subject only to the acceptable exceptions identified in Purchaser's title insurance policy;

(ii) A non-foreign affidavit in a form reasonably acceptable to Purchaser;

(iii) Such other documents that the Closing Agent may reasonably require in connection with the issuance of the owner's policy to Purchaser, including, but not limited to, such affidavits required for deletion of the parties in possession and mechanics' lien exceptions appearing on an owner's title insurance policy; and

(b) At Closing, Purchaser shall deliver the Purchase Price (subject to prorations and adjustments as may be agreed upon by the parties to this Agreement).

(c) At Closing, Seller and Purchaser shall each execute counterpart closing statements in a customary form, and such other documents required by the Closing Agent that are reasonably necessary to consummate Closing.

(d) At Closing, both parties shall pay their respective costs by wire transfer or by cashier's check drawn on a bank reasonably acceptable to Closing Agent.

13. Brokers. Each party warrants and represents to the other that no real estate broker or agent has been involved in negotiations leading to the execution of this Agreement and that no other commission is owed to any other broker or agent as a result of the action of such party. Each party agrees to hold the other harmless from any loss, cost or charge (including reasonable attorneys' fees) arising from the assertion by any other broker or agent that any fee or commission is owed because of the acts or agreement of such party. The provisions of this Section shall survive the Closing and any cancellation or earlier termination of this Agreement.

14. Assignability. Purchaser shall not have the right to assign this Agreement and its rights hereunder to any entity or person without Seller's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Purchaser shall have the right, without Seller's consent, to assign this Agreement and its rights hereunder to any entity which, directly or indirectly, shall control, be controlled by, or be under common control with Purchaser or any director or officer of Purchaser.

15. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given if delivered by hand, sent by recognized overnight courier (such as Federal Express), transmitted via facsimile transmission, or mailed by certified or registered mail return receipt requested, in a postage pre-paid envelope, and addressed as follows:

If to Seller:

Caesars Virginia, LLC
Attn: Chris Albrecht
1100 West Main Street
Danville, VA 24541

With a copy to:

PLDR Law
Attn: Steven Gould
312 Main St #200
Danville, VA 24541

If to Purchaser:

Industrial Development Authority of Danville, Virginia
Attn: City Attorney's Office
P.O. Box 3300
Danville, VA 24541

With a copy to:

City Attorney's Office
P.O. Box 3300
Danville, VA 24541

Notices personally delivered or sent by overnight courier shall be deemed given on the date of receipt, notices sent via electronic mail or facsimile transmission shall be deemed given upon transmission, and notices sent via certified mail in accordance with the foregoing shall be deemed given when deposited in the U.S. Mails.

16. Eminent Domain. If, prior to Closing, the Property or any material portion thereof is taken by eminent domain, Seller shall promptly notify Purchaser and Purchaser shall have the option of either: (i) canceling this Agreement by delivery of written notice to Seller and both parties shall be relieved of all further obligations under this Agreement; or (ii) Purchaser may proceed with the Closing, whereupon Purchaser shall be entitled to and Seller shall assign to

Purchaser all of Seller's interest in all condemnation payments, awards, and settlements applicable to the Property.

17. Miscellaneous.

(a) This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Virginia and, in the event of any litigation hereunder, the venue for any such litigation shall be the City of Danville, Virginia. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

(b) In the event any interpretation of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or reconstrued as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

(c) In the event of any litigation between the parties under this Agreement, each party shall be responsible for its own attorneys' fees and court costs through all trial and any appellate levels. The provisions of this subparagraph shall survive the Closing and any termination or cancellation of this Agreement.

(d) In construing this Agreement, the singular shall be deemed to include the plural, the plural shall be deemed to include the singular, the use of any gender shall include every other gender, and all captions and paragraph headings shall be discarded.

(e) All of the Exhibits to this Agreement are incorporated in and made a part of this Agreement.

(f) This Agreement constitutes the entire agreement between the parties for sale and purchase of the Property and supersedes any other agreement or understanding of the parties with respect to the matters herein contained. This Agreement may not be changed, altered, or modified except in writing signed by the party against whom enforcement of such a change would be sought. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

(g) The term "Effective Date" or such other similar term, shall mean the date on which Seller and Purchaser have executed and delivered this Agreement.

(h) The parties hereby agree that time is of the essence with respect to performance of each of the parties' obligations under this Agreement. The parties agree that in the event that any date on which performance is to occur falls on a Saturday, Sunday, or state or national holiday, then the time for such performance shall be extended until the next business day thereafter occurring.

(i) This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, all of which shall be deemed to be one and the same instrument. Facsimile transmission signatures shall be deemed original signatures.

(j) The Seller shall repair any damage to the Property caused by the removal of Seller's Personal Property, ordinary wear and tear excepted.

WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

SELLER: CAESARS VIRGINIA

By: _____
Name: **Chris Albrecht**
Title: SVP, General Manager

**PURCHASER:
Industrial Development Authority of
Danville, Virginia**

By: _____
Name: T. Neal Morris
Title: Chairman

Exhibit “A”

SEE NEXT PAGE

**An Appraisal Report
Of
23.94 Acres
Part of Parcel 51530
Memorial Drive
Danville, Virginia 24541**

**Date of Valuation
August 12, 2024**

**Date of Report Preparation
November 10, 2024**

**Prepared for
The City of Danville, Virginia
Attn. Ms. Samantha Bagbey
Post Office Box 3300
Danville, Virginia 24543**

**Prepared by
Jerry M. Grubb, Appraiser
Real Estate Consultants of Virginia, Inc.
6011 Cobblestone Court
Danville, Virginia 24540**

Real Estate Consultants of Virginia, Inc.
6011 Cobblestone Court
Danville, Virginia 24540
Telephone: (434) 724-3711
E-mail: recvainc@adelphia.net

November 10, 2024

City of Danville, Virginia
Attn. Ms. Samantha Bagbey
Post Office Box 3300
Danville, Virginia 24543

Subject: Appraisal of 23.94 Acres, Part of Parcel 51530, Memorial Drive, Danville, Virginia 24541.

Ms. Bagbey:

As requested, I have performed the required investigation, gathered the necessary data and made certain analyses that have enabled me to form an opinion of the "as is" market value of the fee simple interest of the above referenced property.

On the basis of an inspection of the property and the investigation and analyses conducted I have formed the opinion that on August 12, 2024 subject to the definition of market value and subject to the assumptions and limiting conditions set forth in this report, the most probable "as is " market value of the subject property is:

Three hundred ten thousand dollars*
(\$310,000.00)*

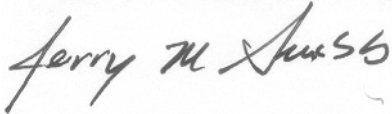
\$130,000 attributable to underlying land and \$180,000 to existing improvements.

*This value opinion is contingent upon the actual acreage of the subject property be substantially the same as the 23.94 acres calculated for this report.

This letter must remain attached to the report, which contains fifty-seven (57) pages, in order for the value opinion set forth to be considered valid.

The narrative appraisal report that follows sets forth the identification of the property, the assumptions and limiting conditions, pertinent facts about the area and the subject property, comparable data, the results of analyses, and the reasoning leading to the conclusions.

Respectfully submitted,

A handwritten signature in black ink that reads "Jerry M. Grubb". The signature is written in a cursive style with a large, stylized initial "J".

Jerry M. Grubb
Certified General
Real Estate Appraiser
VA 4001 000222

Real Estate Consultants of Virginia, Inc.
6011 Cobblestone Court
Danville, Virginia 24540
Telephone: (434) 724-3711
E-mail: recvainc@comcast.net

November 10, 2024

City of Danville, Virginia
Attn. Ms. Samantha Bagbey
Post Office Box 3300
Danville, Virginia 24543

Ms. Bagbey:

I began my appraisal practice in February of 1987. My clients include; American National Bank & Trust, First National Bank, Carter Bank & Trust, First Citizens Bank, Danville Redevelopment and Housing Authority, the United States Department of Agriculture, Transcontinental Gas Pipe Line Corporation, United States Marshall Service, American Electric Power, Edward Jones Trust Company, the Veterans Administration, and the Virginia Department of Transportation.

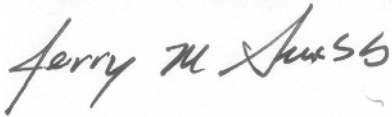
The state of Virginia recognizes me as a Certified General Real Estate Appraiser, ID Number 4001 000222. In addition, I am an Associate Member of the Appraisal Institute. An Associate Member is an individual who engages in activity governed by the Uniform Standards of Professional Appraisal Practice. Associate members are required to abide by the Appraisal Institute's Code of Professional Ethics and Standards of Professional Practice. I am called upon by a variety of clients to give value opinions of residential, commercial, industrial and farm properties.

Opinions of value are provided for a number of commercial uses including: manufacturing facilities, warehouses, restaurants, super markets, houses of worship, professional office space, medical office space, convenience markets, residential subdivisions, mobile home parks and apartments. I am on the approved lists of American National Bank & Trust, First Citizens Bank, Carter Bank & Trust and First National Bank to appraise commercial property. I have specifically appraised operating farms and large acreage tracts for the Department of Agriculture.

I perform independent fee work for the City of Danville, the Danville Redevelopment & Housing Authority, Danville Pittsylvania Community Services, Halifax County, Town of South Boston, Pittsylvania County, the Pittsylvania County Service Authority, Virginia Department of Transportation, Transcontinental Gas Pipe Line Corporation and American Electric Power. The majority of this work is for the purpose of condemnation in the completion of public projects.

Several law offices in Danville, Halifax County, and Pittsylvania County utilize my services as a real estate appraiser. I am accepted as an expert witness by the Halifax County Circuit Court, Pittsylvania County Circuit Court and the City of Danville Circuit Court.

Respectfully submitted,

A handwritten signature in cursive script that reads "Jerry M. Grubb". The signature is written in dark ink on a light-colored background.

Jerry M. Grubb
Certified General
Real Estate Appraiser
VA 4001 000222

Real Estate Consultants of Virginia, Inc.
6011 Cobblestone Court
Danville, Virginia 24540
Telephone: (434) 724-3711
E-mail: recvainc@comcast.net

Qualifications of Appraiser, Jerry M. Grubb

Education – Specific

1. The Appraisal Institute
 - A. Real Estate Appraisal Principles – 1990
 - B. Standards of Professional Practice – 1990
 - C. Basic Valuation Procedures – 1990
 - D. Capitalization Theory and Technique Part A – 1991
 - E. Capitalization Theory and Technique Part B – 1991
 - F. Residential Valuation – 1991
 - G. Case Studies in Real Estate Valuation – 1992
 - H. Report Writing and Valuation Analysis – 1993
 - I. Advanced Residential Report Writing/Part 1 – 2008
 - J. Advanced Residential Report Writing/Part 2 – 2008

2. The Appraisal Institute, Seminars
 - A. Site Development and Blueprint Reading—1/1992
 - B. Discounted Cash Flow Analysis—11/1992
 - C. Rates, Ratios and Reasonableness—11/1992
 - D. Appraising Troubled Properties—3/1993
 - E. Appraisal Reporting of Complex Residential Properties-3/1993
 - F. The New Uniform Residential Appraisal Report-9/1993
 - G. Law Seminar: FIRREA—9/1993
 - H. Environmental Hazards-Detection of Hazards-3/1994
 - I. Understanding Limited Appraisals and Reporting Options-Residential-11/1994
 - J. Understanding Limited Appraisals and Reporting Options-General-11/ 1994
 - K. Standards of Professional Practice-A (AI Course 410)-3/1995
 - L. Standards of Professional Practice-B (AI Course 420)-3/1995
 - M. Local Cost Seminar-5/1997
 - N. Appraisal of Nursing Facilities-12/1997
 - O. New Industrial Valuation-12/1998
 - P. The FHA and The Appraisal Process-10/1999
 - R. Standards of Professional Practice-C (AI Course 430)-3/2001
 - S. Residential Design & Functional Utility-9/2001
 - T. Analyzing Operating Expenses-9/2001
 - U. Residential Property Construction & Inspection-9/2001
 - V. Apartment Appraisal, Concepts and Applications-6/2005

- W. Feasibility, Market Value, Invest. Timing: Option Value-7/2005
 - X. Small Hotel/Motel Valuation-10/ 2005
 - Y. GIS Applications for Real Estate Appraisal-10/2005
 - Z. Analyzing Distressed Real Estate-9/2007
 - AA. Appraisal of Nursing Facilities—September 2007
 - BB. Guide to the Fannie Mae 2-4 Units Form 1025-10/2007
 - CC. Eminent Domain and Condemnation – 2010
 - DD. Litigation Appraising: Specialized Topics & Applications –2010
 - EE. Complex Litigation Appraisal Case Studies – 2013
 - FF. Analyzing Operating Expenses – 2013
 - GG. Appraising Condos, Co-ops, and PUD's – 2017
 - HH. Drone Technology – 2017
 - II. The Appraiser as an Expert Witness - 2018
3. Virginia Department of Transportation
 - A. Overview of right-of-way appraisals for VDOT
 - B. Eminent Domain, VDOT - 2017
 4. James River Association
 - A. Conservation Easements Workshop-5/2000
 5. McKissock Data Systems
 - A. Automated Valuation Models-9/1999
 - B. Factory-Built Housing-10/2003.
 - C. FHA Appraising Today-10/2003.
 - D. FHA Exam Preparation-10/2003.
 - F. Mortgage Fraud-10/2011
 - G. Appraising and Analyzing Industrial and Flex Buildings for Mortgage Underwriting-10/2011
 - H. Foundations in Sustainability: Greening the Real Estate and Appraisal Industries-11/2011
 - I. Land & Site Valuation-10/2013
 - J. Appraisal of Land Subject to Ground Leases, 2015
 - K. Appraisal of Fast-Food Facilities, 2015
 - L. Appraisal of Industrial Incubators, 2015
 - M. Residential Property Inspection - 2017
 6. Marshall & Swift
 - A. Residential - Calculator Method - 1988
 - B. Commercial - Calculator Method - 1988
 - C. Commercial - Segregated Method - 1988

- 7. Lincoln Graduate Center
 - A. Principles of Appraisal - 1987
 - B. Practice of Appraisal - 1987
 - C. Narrative Appraisal - 1987
 - D. Commercial Appraisal - 1987
 - E. Farm and Land Appraisal - 1987

 - 8. Central Virginia Community College
 - A. Residential Appraisal - 1986
 - B. Commercial Valuation - 1987
- Education -- General
- 1. Virginia Polytechnic Institute and State University
 - A. B.A. degree in Political Science

Associations

- 1. Associate Member of the Appraisal Institute

License and Designations

- 1. Virginia Certified General Real Estate Appraiser, License No: 4001 000 222
- 2. Fee Appraiser, Veterans Administration
- 3. State Accredited Affiliate of the Appraisal Institute
- 4. Virginia Real Estate Broker

ASSUMPTIONS AND LIMITING CONDITIONS:

1. This is a narrative appraisal report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a summary appraisal report. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
6. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
7. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in this appraisal report.
8. It is assumed that all required licenses, certificates of occupancy, or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
9. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report. The 23.94 acres used in this report was calculated using the drawing tool found in the city's GIS/Mapping function.

10. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea formaldehyde foam insulation or other potentially hazardous material may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

11. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.

12. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

13. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

15. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

16. In the inspection of the subject property made for this appraisal, no inspections or checks related to the operating condition of the plumbing, electrical, heating and cooling, or structural components was made. The age life of components was considered; however, any defects or deficiencies are assumed not to exist unless reported to the appraiser by the person requesting the appraisal.

17. The appraiser herein, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

CERTIFICATION:

I certify that, to the best of my knowledge and belief:

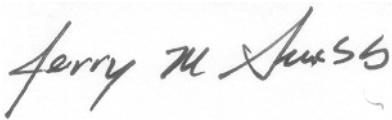
1. The statements of fact contained in this report are true and correct.
2. The appraiser involved in this assignment has considerable experience in appraising similar properties. The appraiser has historically been engaged in appraisal work in the geographical area of the subject property. The company maintains a database on this area for similar properties. I believe I have adequate knowledge of the property type and location to meet the competency requirements of USPAP.
3. USPAP requires appraisers to disclose to the client any services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, and any other services. I have performed no other services, as an appraiser or in any other capacity regarding the property that is the subject of this report.
4. The reported analyses, opinions, and conclusions are limited only by the reported assumptions, and limiting conditions, and is my personal, unbiased professional analyses, opinions, and conclusions.
5. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
6. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of a client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
7. This appraisal is not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. I have made a personal inspection of the property that is the subject of this report.

10. No one provided significant professional assistance to the person signing this report.

11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

12. The estimated value of the subject property "as is" on August 12, 2024 is \$310,000.*

*This value opinion is contingent upon the actual acreage of the subject property being substantially the same as the 23.94 acres calculated for this report.

A handwritten signature in black ink that reads "Jerry M. Grubb". The signature is written in a cursive style with a large initial "J" and "G".

Jerry M. Grubb
Certified General
Real Estate Appraiser
VA-4001 000222

This is a narrative appraisal report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a summary appraisal report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and to the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

PURPOSE OF THE APPRAISAL: The purpose of this appraisal is to provide the appraiser's opinion of the most probable market value of the subject real property as of the effective date. Market value is defined as:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions where by: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised and acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special creative financing concessions* granted by anyone associated with the sale.

*Adjustments to the comparable must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs, which are normally paid by sellers as a result of tradition or law in a market area; those costs are readily identifiable since the seller pays those costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third-party institutional lender that is not already involved in the property transaction. Any adjustments should not be calculated on a mechanical dollar for dollar cost of the financing or concession by the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

IDENTIFICATION OF THE SUBJECT PROPERTY: The subject property is part of parent parcel 51530 and contains 23.94 acres fronting on Memorial Drive. The area of the subject property was calculated using the drawing tool found in the city's GIS/Mapping function. This value opinion is contingent upon the actual acreage of the subject property being substantially the same as the 23.94 acres calculated for this report.



LEGAL DESCRIPTION: The Danville Tax Assessor’s Office identifies the parent property parcel 51530 “78.16 AC W MAIN ST & MEMORIAL DR.” For a detailed legal description refer to Instrument 200004884 as found in the Clerk’s Office of the Circuit Court of Danville, Virginia.

RECORD OF OWNERSHIP: The current owner of record is Caesars Virginia, LLC. The property was purchased for a reported consideration of \$5,000,000 from Schoolfield Properties, LLC per the above referenced deed recorded on December 30, 2020. During the course of my investigation, I discovered no current listings, options or contracts of purchase. Per public records the property has not transferred in the last three years.

INTENDED USE OF REPORT: This report is intended for the sole purpose of assisting the client, the City of Danville, Virginia, in estimating the value of a donation made by the owner to the City of Danville.

INTEREST VALUED: Fee Simple

EFFECTIVE DATE OF VALUE: August 12, 2024

DATE OF REPORT: November 10, 2024

APPRAISAL DEVELOPMENT AND REPORTING PROCESS: In preparing this appraisal, the appraiser inspected the subject parcels and neighborhood. Information on comparable sales was gathered, confirmed, and analyzed. The sales comparison, cost and income approaches were considered.

To develop the opinion of value, the appraiser performed a complete appraisal process, as defined by the Uniform Standards of Professional Appraisal Practice.

This summary appraisal report is a brief recapitulation of the appraiser's analyses and conclusions. Supporting documentation is retained in the appraiser's file.

ASSUMPTIONS AND LIMITING CONDITIONS:

The general statements of assumptions and limiting conditions underlying this appraisal were presented previously in this report. This value opinion is contingent upon the actual acreage of the subject property being substantially the same as the 23.94 acres calculated for this report.

DESCRIPTION OF REAL ESTATE APPRAISED:

Danville MSA Description

The City of Danville has shown a steady decline in population over the last twenty years with a population estimate of 42,229 in July of 2022 (US Census Bureau) compared to 43,055 (2010 census) and 48,411 (2000 census). The city encompasses approximately 44 square miles of Piedmont Virginia and was once best recognized as "The World's Best Tobacco Market" and as "The Home of the World's Largest Single Unit Textile Mill." On January 1, 1988, the city of Danville annexed approximately 27 square miles of Pittsylvania County. Pittsylvania County contains approximately 983 square miles and had a population estimate of 59,952 in July of 2022 (US Census Bureau) compared to 63,506 (2010 census) an increase from 61,745 (2000 census).

The federal government designates areas throughout the country as MSA's (Micropolitan Statistical Area). The Danville MSA includes the City of Danville and Pittsylvania County. The city and county are also located in the West Piedmont Planning District. The state divides counties, cities and towns into planning districts based on community of interests. The West Piedmont Planning District is made up of Franklin, Henry, Patrick, and Pittsylvania counties; the cities of Danville and Martinsville, and the town of Rocky Mount. This area has the highest concentration of manufacturing jobs in the state. Per the 2000 U.S. Census 30.7% of employment in the Danville MSA was attributed to manufacturing as compared to 9% statewide. Unfortunately, employment in the region traditionally has been concentrated in the manufacture of textiles, furniture products and the rising and processing of tobacco. In 2000 textile and furniture industries continued to be dominant, accounting for the majority of

manufacturing jobs. The percentage of jobs attributed to manufacturing had fallen to 22% by 2007 and was reported as 17% in the 2010 census. It has stabilized at 17-18% through 2021 (my latest data).

Pittsylvania County has experienced the collapse of its agricultural base with the end to government support and dramatic reduction in the production of tobacco (from 11,597 acres in 1992, to 5,900 acres in 2004 and 5,500 acres in 2013). The county’s tobacco production dropped 19% from 2018 to 2019. The number of acres planted crops has dropped in recent years, from 82,861 in 2012 to 58,771 in 2018. This is attributed to the reduction in tobacco and grain planted and of an aging farmer population.

This loss of economic base has resulted in soaring unemployment but there has been recovery and reduced unemployment in recent years. The following are the unemployment rates for the Danville area and some bordering counties as compared to the state and nation.

Unemployment	January-22	January-23	January-24	June-24
Danville City	5.8%	5.0%	4.9%	4.9%
Pittsylvania Cty	3.6%	3.6%	3.1%	3.3%
Henry County	4.0%	3.9%	3.5%	3.7%
Lynchburg City	4.3%	4.3%	3.7%	4.7%
Campbell County	3.6%	3.8%	3.4%	3.3%
Virginia	3.4%	3.3%	3.0%	3.0%
United States	4.4%	3.9%	4.1%	4.3%

A brief overview of five companies that had been cornerstones of the community provides insight into these unemployment rates.

Dan River was once the largest textile mill in the world and the city’s largest employer as recently as 2000 with over 4,000 employees. The fabrics manufacturer filed for Chapter 11 bankruptcy protection in 2004, the same year it began permanently laying off hundreds of employees and closing plants. Dan River Mills was closed in 2008.

In 2005 it was also announced that Alliance One International would relocate its headquarters to Wilson, N.C. This company was known as Dimon that was created with a 1995 merger with another company. Its predecessor, Dibrell Bros., had been in Danville since 1873. This move cost the community 40 corporate office jobs in 2006. Allied One International’s Danville tobacco processing plant closed in 2005 eliminating 60 full-time and 450 seasonal jobs.

In 2005 Universal Corp. announced that it would cease processing tobacco in Danville, a task the company and its predecessors have performed here for 125 years. With U.S. tobacco production declining and continuing to fall Universal decided to close their 870,000 square-foot facility. The Danville plant provided jobs for 77 full-time, salaried staffers and 325 seasonal hourly employees.

After 40-years of operation the Danville Corning Plant was closed at the end of March, 2010 with a loss of 200 jobs. The company stated that it is closing because of the “melt down in the economy, products were just not selling.”

Dallas-based Telvista provides customer engagement for companies through contact management, IT services, social media services, interactive voice response and others. Since opening in 2005 the company has hired 500 employees with an expansion of another 150 in June of 2016. In January of 2018 the company announced the loss of a major client and its intent to cease operations and release its approximately 300 employees on March 7, 2018. Per company Vice President of Human resources Loren Rosario-Maldonado the action is expected to be permanent.

Good news came in December of 2018 when PRA Group Inc. announced plans to make a capital investment of \$15.1 million to establish a new call center in the Telvista building. A global company that acquires and collects nonperforming loans projects hiring 300.

New and Growing Manufacturing.

EIT, LLC. A privately owned company that was founded by Joe T. May in 1977 and is headquartered in Sterling, Virginia. The company provides full-service contract electronic design and manufacturing services. EIT opened its first Danville operation on River Park Drive in 2005 and currently employs nearly 100 people. In May 2011, EIT announced plans for a major expansion project, which will result in the construction of a second facility and the addition of 50 new jobs. The 60,000 square-foot facility is located on the corner of Slayton Avenue and Stinson Drive in the regional Cyber Park.

Intertape Polymer Group, Inc. Announced in November of 2016 capital investment of \$22 million dollars to open several new manufacturing lines.

Kyocera SGS Tech Hub, LLC. This manufacturer of solid carbide rotary tools broke ground in May of 2017 on a 30,000 square foot facility in the Danville-Pittsylvania Cyber Park. The company is making a \$9.5 million investment and plans to hire 35 employees with average annual salaries of \$65,000. Danville was chosen over locations in Ohio and South Carolina.

Unison. A metal working company from the United Kingdom announced in March 2018 its opening of its first facility in the United States. Per city manager Ken Larking, "One of the reasons why they located in Danville is because we have a strong manufacturing ethic in our community, plus we have the training through the high school and the community college and the capstone that gives people the skills that are attractive to these types of businesses," said Larking. The company is projecting 55 jobs.

Panaceutics. Also announced in March of 2018 was the coming of this North Carolina based pharmaceutical company to the Ringgold East Industrial Park. The company intends to invest \$5.8 million with a projected work force of 70.

Area Strategy for Recovery

Efforts are being made by the local governments to create the environment for economic recovery and growth. Efforts have included a closer working relationship with the city and Pittsylvania County. This includes the merger of their economic development efforts and the Chambers of Commerce. The challenge for the local economy is to position itself for recovery and growth. This largely depends upon the investment of capital from private and public sources, development of industries/businesses that bring outside money into the local economy and the development of industries that can utilize the existing workforce. The local economy has a source of capital that most localities do not. In 1999 the state created the Tobacco Indemnification and Community Revitalization Commission. Its charge is to steer what is expected to be \$2 billion to both tobacco farmers and the economies of “tobacco-dependent communities.”

The commission has funded a number of economic revitalization projects with local governments. These include...

Mid-Atlantic Broadband Cooperative (MBC). A not-for-profit cooperative created in 2003 to revitalize the regional economy of Southside Virginia. The goal is to build a cost-effective, carrier-class telecom infrastructure that would expand broadband services in the region, provide unique opportunities for research/development and create opportunities for the private sector to deploy competitive broadband services.

As of 2013 MBC with the support of Virginia Tobacco Commission and the NTIA/BTOP program nearly \$40 million regional fiber optic backbone expansion projects have been completed. This has resulted in over 700 route miles of new fiber optic backbone network serving the region with a total to 1600+ route miles that reaches 100% of the business, industrial and technology parks in the region.

Because of the MBC network infrastructure, several large companies including Hewlett Packard, Microsoft, Eastman Kodak, and ICF International have already invested more than \$1.2 billion dollars in new facilities and created hundreds of jobs in southern Virginia.

The Institute for Advanced Learning and Research (IALR). Another effort to bring Southside Virginia into the Information Economy. By focusing on bringing advanced technology and recruiting top-notch talent to the region, IALR is a catalyst for economic and community transformation. Through IALR’s research centers, Virginia Tech faculty are located in Southside Virginia to conduct research in the fields of polymers, unmanned systems, motor sports engineering, and high value horticulture and forestry.

Return to Roots. A campaign to match companies in Southwest Virginia to the estimated 15,000 high school alumni who want to return to the region, or those who want to relocate. Southwest Virginia companies need to find skilled workers

for job opportunities such as computer programmers, network technicians, and database administrators, as well as industrial, mechanical and electrical engineers, electricians and welders.

Regional Center for Advanced Technology and Training. Danville Community College through this regional center addresses the training needs necessary to provide for the needs of the latest manufacturing trends including the training necessary to provide a local and regional workforce.

City and County Cooperation. The partnership between the city and county has produced positive results. This partnership has resulted in the Regional Industrial Facility Authority. One accomplishment is the Cane Creek Centre, a regional industrial park with the potential to be expanded to 900 acres. Five industries have located in the park – IKEA North America, formerly Swedwood, a manufacturer of wood furniture for IKEA; Elkay, formerly Yorktowne Cabinetry; US Green Energy; and Zeyuan Flooring.

IKEA invested \$85 million in a 930,000 square foot facility eventually employing 430 people on three shifts.

Unfortunately, IKEA Industry, currently employing 300 workers, announced in July of 2019 that it will discontinue production at its Danville, VA location in December 2019.

Good news came quickly in October of 2019 when it was announced by Virginia Governor Northam that Morgan Olson LLC, a Michigan based company that produces walk-in van bodies, would establish a new assembly operation in the Ikea building.

The operation is in production with projections for 700 jobs and an investment 57.8 million dollars. Morgan Olson has interviewed and given priority to those who lost their jobs in the Ikea closure.

Elkay came to Danville in 2005 and has spent \$19.2 million in improvements, machinery and equipment and employed about 150. It was announced in June of 2017 that it would end its manufacturing operation in the fall. The property will be converted into a plumbing warehouse and distribution center, which will allow some employees to transition into jobs at that operation.

In October 2018 it was announced that BGF Industries – a subsidiary of the French company Porcher Industries – plans to relocate its U.S. headquarters to the Dan River Region from Greensboro, North Carolina. The move is touted to bring 65 new jobs to the area (average pay, \$75,000).

BGF plans to spend \$7 million to complete the move and construct a new 25,000-square-foot headquarters and research and development facility next year at the Cyber Park industrial park, jointly owned by Danville and Pittsylvania County through the Danville-Pittsylvania Regional Industrial Facility Authority.

BGF Industries manufactures industrial textiles for myriad uses – from bulletproof vests to surfboards, according to the company's website. It has been owned by Porcher since 1988 and employs 800 employees.

The company is delaying its plans due to a slowdown in the aerospace industry because of the COVID-10 pandemic. The company has met all their commitments on the hiring side (40 employees thus far) and is leasing space at the Institute for Advanced Learning and Research.

As of September 2022, the world's largest aeroponic farm is officially open in the Cane Creek Centre industrial park. Aerofarms' opened its state of the art 48 towers, 4.5 stories high and containing a total of 138,000 square foot. The operation has the production potential of a 1,000-acre farm and will employ 158 people.

Another project is the creation of Virginia's first Industrial mega-site. The Industrial Authority has invested \$12 million toward the purchase of contiguous 3,500 acres. The community is poised to recruit top-level manufacturing sectors, ranging from automobile makers to renewable energy. The engineering and master plan have been completed establishing 10 sites, the largest site 1,000 acres. The completion of the park will cost millions more but it is a long-term commitment that will provide industrial sites found nowhere else in the region.

Eden, a town of 14,500, is located to the south of the megapark in North Carolina. Home of the MillerCoors brewery, started in 1978 and employing as many as 1,500 at its peak, closed in 2016. Nestle Purina is purchasing the 1.3 million sf plant and will convert it to produce dog and cat food. The company hopes to start operations in the facility in 2022 eventually employing 300.

Tyson Foods announced in August of 2021 it would invest \$300 million to build a 325,000-square-foot facility at Cane Creek Centre, the industrial park jointly owned by the county and the city of Danville, creating nearly 400 jobs (averaging \$40,000 to \$45,000. Tyson also is committing to purchase 60 million pounds (27 million kilograms) of Virginia-grown chicken over the next three years.

Northern Pittsylvania County. In March of 2018 Amthor International, a manufacturer of heavy truck bodies, added 90 jobs to its 110 employee operation. Danville Community College has signed a memorandum of agreement with the company to hire graduates of the welding program at an average salary of \$38,000 a year, according to Pittsylvania County Economic Development Director Matt Rowe. As part of this expansion the company intended to invest \$7.1 million which included a new 100,000-square-foot building in the Gretna Industrial Park. Increased construction costs have delayed this move for now.

Northern Pittsylvania County started 2017 with Southern Virginia Multimodal Park, LLC in corporation with Pittsylvania County, the Virginia Tobacco Commission, the Virginia Port Authority and the town of Hurt moving forward with a feasibility study of turning the former Klopman Mills site into Virginia's second inland port.

Hurt Partners purchased 603.963 acres in 2015 for \$750,000. Located at 1155 Main Street, Hurt the former Klopman site will be developed as the Southern Virginia MultiModal Industrial Park. The Park will give its tenants direct access

to rail and highway transportation, along with high-capacity industrial infrastructure including water and wastewater.

Across the Staunton River is the town of Altavista and Campbell County. Altavista was once the home of the Lane Company, the second largest furniture company in Virginia during the early 1990s. The victim of a combination of modernization and foreign competition the company has since closed.

The Altavista Center, a local training arm of Central Virginia Community College, was opened January 2001 at the Altavista Office Park (formerly the Lane Corporate Office Building). The Center offers day and evening programs as well as customized training in workforce development for business and industry.

Southern Campbell County like northern Pittsylvania County is predominantly rural with little turnover of population. The area is weathering the economic storm as well as many other areas. The area has lost thousands of jobs in recent years yet its unemployment rates have remained steady. Efforts to attract diversified manufacturing and support industries have been successful. These efforts include the creation of the Dearing Ford Business & Manufacturing Center and a more than \$26 million investment by AREVA Inc. to make its local plant its Operational Center of Excellence for Nuclear Products and Services in North America.

Danville as a Regional Retail Center. The city has concentrated efforts on becoming a regional retail destination. The Piedmont Mall built in the 1980's and containing 307,000 square feet has been the focal point of retail development. Numerous national chain restaurants, a large movie complex, and big box retailers have located adjacent and near the mall.

In 2008 the largest retail development in the city since Piedmont Mall was opened, The Coleman Market Place. This \$60 million mall-peripheral power center contains 460,000 square feet of retail development on 67 acres. The center features eight anchors, over 50,000 square feet of small shop space, and six out parcels is the largest

North American Properties, the developer, considered the city a prime location for retail development as a regional shopping hub. Danville and surrounding county residents were driving more than 55 miles each way to reach big box retailers located in other regional shopping hubs. The January 2019 closing of Dick's and Petco have been a disappointment.

In 2013 Hull Storey Gibson Companies, LLC, owner of the Piedmont Mall announced that it would embark on a redevelopment plan in an effort to revitalize Danville's only enclosed shopping mall. Improvements included major interior and exterior renovations and a name change from Piedmont Mall to Danville Mall.

Inside the Mall, the owners improved the interior aesthetics with new carpeting, restrooms and escalators. Additional interior improvements included upgrades to the ceiling by removing the dated wood paneling, improvements to the interior lighting and the installation of historical photographs throughout the Mall corridors. The Mall's exterior also received a minor face lift with landscaping, new signage and improved entryways. A name change took effect as renovations begin, with the new Danville Mall reflected in all Mall communication and signage. Major setbacks for the mall and the city has been the closings of the Sears Store and the JC Penny Department Store

Hull Storey Gibson Companies, LLC is one of the largest private owners of retail properties in the country. Headquartered in Augusta, Georgia, the company's retail portfolio includes 21 enclosed malls, 25 shopping centers, 15 free-standing buildings and 7 free-standing Lowes facilities comprising over 13 million square feet across Georgia, Alabama, North and South Carolina, Florida, Tennessee, Texas and Virginia. Hull Storey Gibson has a consistent record of property redevelopment and improvement as well as a demonstrated commitment to building strong community relationships to foster economic development.

This retail development has created jobs in the service sector. Though most jobs are at a lower pay scale than manufacturing they have helped ease the high unemployment rates. In spite of the economy development continues in the mall area, including a Sam's, Toyota dealership, and Olive Garden restaurant.

The city's River District has been a focus of development which has reaped substantial benefits.

In January of 2018 the historic real estate development team, Ross Fickenscher and Garrett Shifflett, have announced plans for the former Durham Hosiery building on Lynn Street. The construction is complete with a transformation of the property into a mix of commercial and residential use.

In addition to this \$7.5 million project, this development team has invested over \$30 million in the River District since 2012, resulting in 208 apartments and establishment of Ballad Brewing.

A number of initiatives were announced in January 2019.

- The Danville IDA (Industrial Development Authority) approved a \$3 million loan to 123 South Union LLC for a \$6.2 million project in the Knights of Pythias Building and the old Danville Register & Bee building at 119-121 S. Union Street and 123 S. Union Street.

The project would include a hotel, called "The Honey Bee," with 42 limited-service suites. Ed Walker, the developer, purchased the properties in 2018 and construction is underway.

- Also, the IDA purchased the iconic White Mill Building on Memorial Drive for \$3 million. It is held under the holding company, 424 Memorial Drive, LLC, to preserve eligibility for historic tax credits. The building contains over 500,000 square feet on 20 acres of land.

- A new Center for Advanced Manufacturing would be built. The 51,000 square foot center will be on the campus of the Institute for Advanced Learning and Research on Slayton Avenue. Mark Gignac, Executive Director of the Institute, said it's their capstone training program that's making Danville so attractive to manufacturing companies. The \$25 million building will showcase new innovations in manufacturing; create a testing lab for products, and more. Gignac added, "While manufacturing is a part of Danville's history, they're working to fine tune their focus. "We're targeting the automotive and aerospace industries, and of course the quality can't be compromised and I think that's the niche that we're targeting with our advanced machining."

The state is paying for \$18 million of the project. The Danville Regional Foundation covered \$7 million to outfit the building with equipment and cover startup costs for the first four years. The center is expected to open by 2021.

In May of 2019 it was announced that Litehouse, Inc., a Sandpoint, Idaho company was buying the Sky Valley Foods facility at 145 Cane Creek Boulevard in the Airside Industrial Park. This is their first manufacturing/food processing plant on the east coast. The company is investing \$46 million creating approximately 160 jobs.

In February of 2023 an investment of \$14 million to expand the operations of Zollner Elektronik (purchased EIT in July) on Slayton Drive in the Cyber Park was announced. The invest will grow the facility that develops custom electronic products. The expansion is expected to create 80 new jobs.

Caesars Entertainment will build and operate a \$400 million casino resort at Schoolfield. The investment is projected to create 1,300 jobs with competitive benefits packages and average pay between \$35,000 and \$47,000 annually.

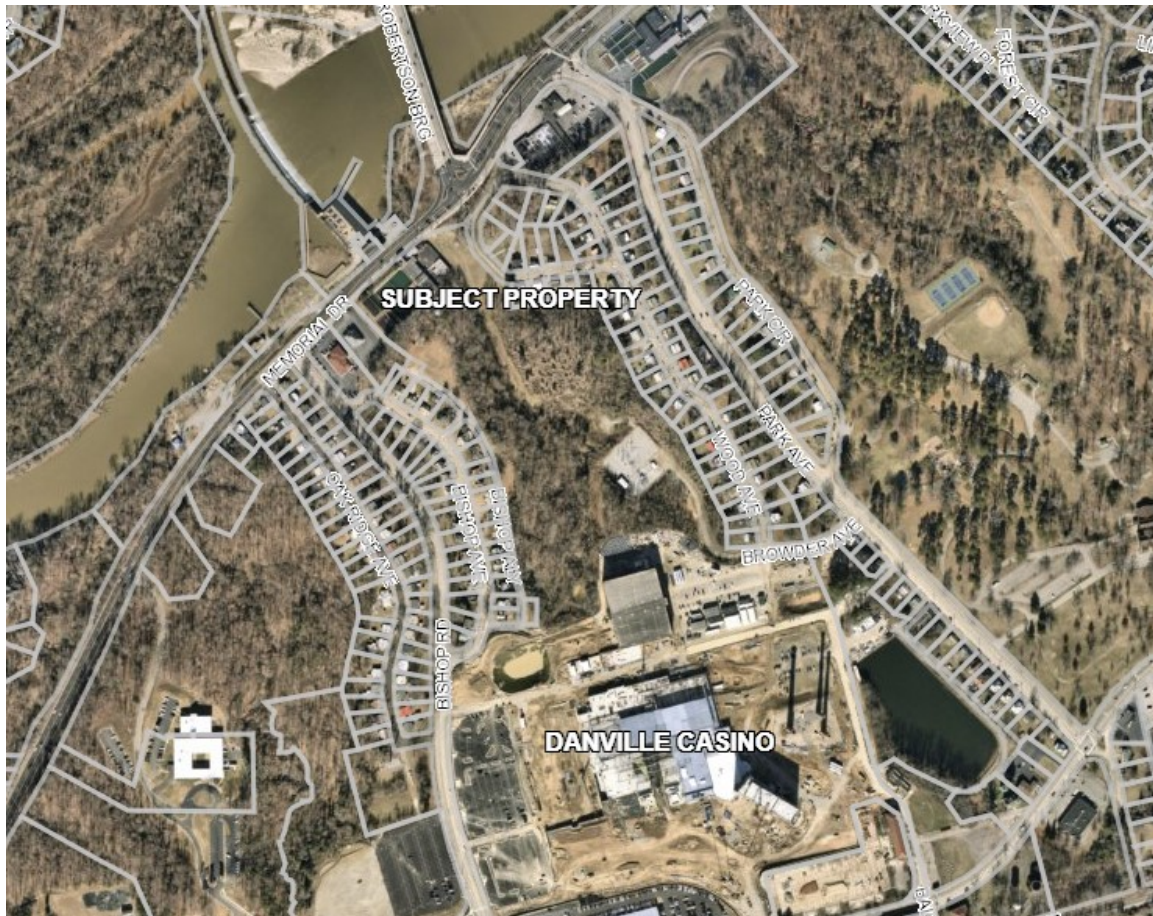
Announced in November of 2024, Microporous LLC, a leading manufacturer of battery separators, will invest \$1.35 billion to establish a new manufacturing facility in Pittsylvania County. The company will develop two phases of the project on Lot 1 of the Southern Virginia Mega Park, each facility phase being approximately 500,000 square feet. Lot 2 is anticipated to be under consideration for future expansion. This project will create 2,015 new jobs with an average of \$58,000. It is projected that construction will be complete and facility will be operational in 2026.

Though the current Covid virus has been a setback for our area and the national economies in general, thus far it has not dampened residential demand and prices. Per a 2022 housing demand study by the Danter Group, a national real estate study and consulting firm, Danville needs more than 1,000 additional homes to meet demand generated by nearly 4,000 jobs expected to come to the Dan River Region through 2023.

The shortfall in available housing should result in continued strong demand in spite of rising interest rates.

It appears the local governments and public authorities are moving in the right direction and should be positioned for increased growth with a recovering economy.

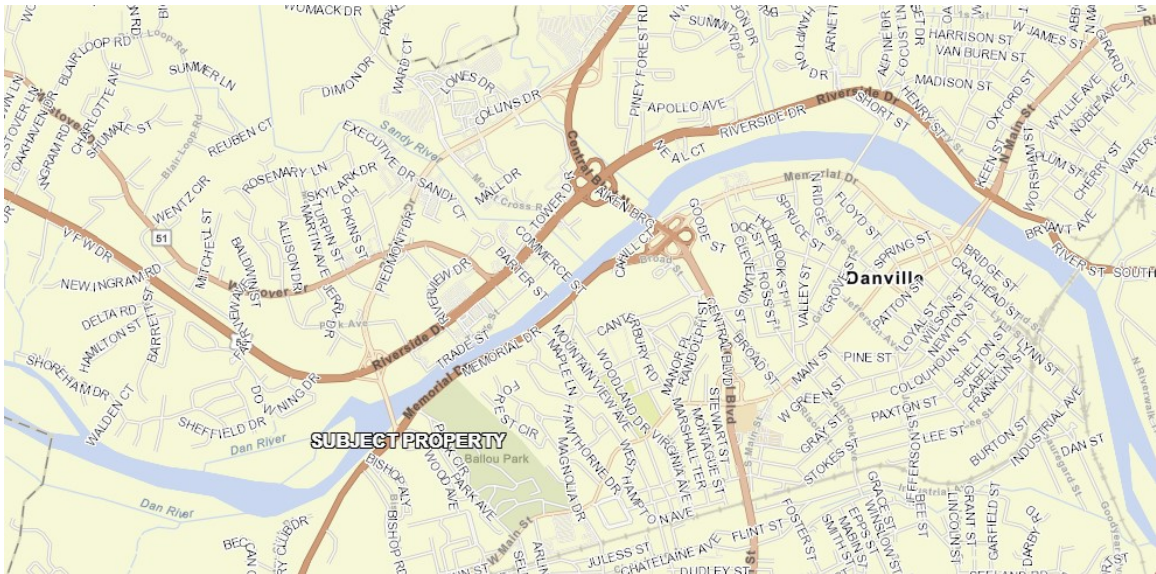
NEIGHBORHOOD:



Danville was the classic mill town. Dan River Mills was once the largest cotton mill in the world employing over 10,000. At its height the mill provided not just pay but also housing with the building of the Schoolfield “village”. The subject property’s parent parcel was the site of the Dan River Schoolfield Plant and is now the Caesars Casino in Danville, a \$650 million dollar project bordering the subject property. Since the City voted in favor of the casino’s construction in 2020, this has been an economic driver in the subject’s neighborhood, the city and the region.

PROPERTY DESCRIPTION:

Location



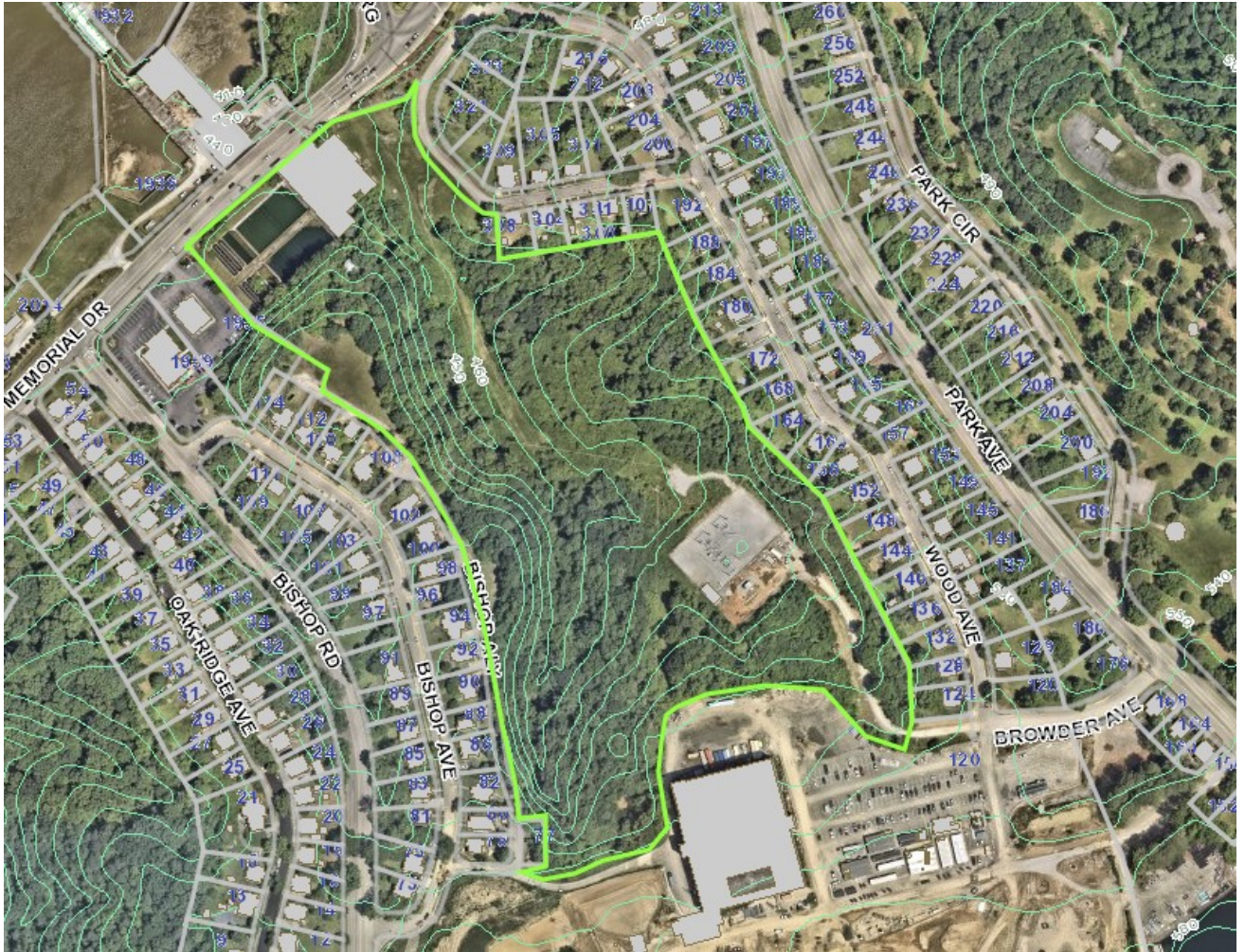
The subject parcel is located on the south side of the Memorial Drive and contains approximately 24.94 acres. The value opinion is contingent upon the actual acreage of the subject property being substantially the same as the 23.94 acres calculated for this report.

Topography/Soils

The subject parcel is on street grade but then rises steeply toward West Main Street. The parcel has steep slopes further hindering its potential for development, see the following photo and topo map.



Access off of Memorial Drive, note slope & power line easement



To date there have been no reported settlement problems with either the soil or subsoil. A visual inspection of the site and surrounding improved properties indicates that the soils should provide adequate support if improved further. The subject property is not located within a FEMA designated 100-year flood zone.

Utilities

Public water, public sewer and electricity are available to the property and provided by the City of Danville.

Easements/Encroachments

There is an electrical substation on the property and an overhead power line easement; though not adverse these do affect the further development potential of the site, see the following aerial map.



Zoning

The subject parcel is located in the Casino Entertainment (C-E) Zoning District. This district establishes standards and conditions for the development and operation of an entertainment and/or casino gaming establishment including accessory uses while promoting the public health, safety, and general welfare ensuring development is compatible with existing and anticipated land uses.

Because of the special characteristics of a C-E district, in particular casino gaming establishments, development in this district requires flexibility in signage, exterior lighting, and other standards not typically permitted elsewhere in the city.

Permitted Uses.

Entertainment establishment and/or casino gaming establishment including accessory uses, buildings, and structures customarily subordinate, incidental, and on the premises of such entertainment and/or casino gaming establishment, such as, but not limited to, a hotel and conference center.

The entire section of the zoning ordinance describing this district is including at the end of this report.

Improvements.



The subject property is improved with a water treatment plant which contains 22,534 square feet (per public records). Per public records the masonry construction was originally built in 1903 with renovations/additions in 1912 and 1922. The improvements are a special use with extensive functional obsolescence and physical depreciation. See the following photos.









HIGHEST AND BEST USE

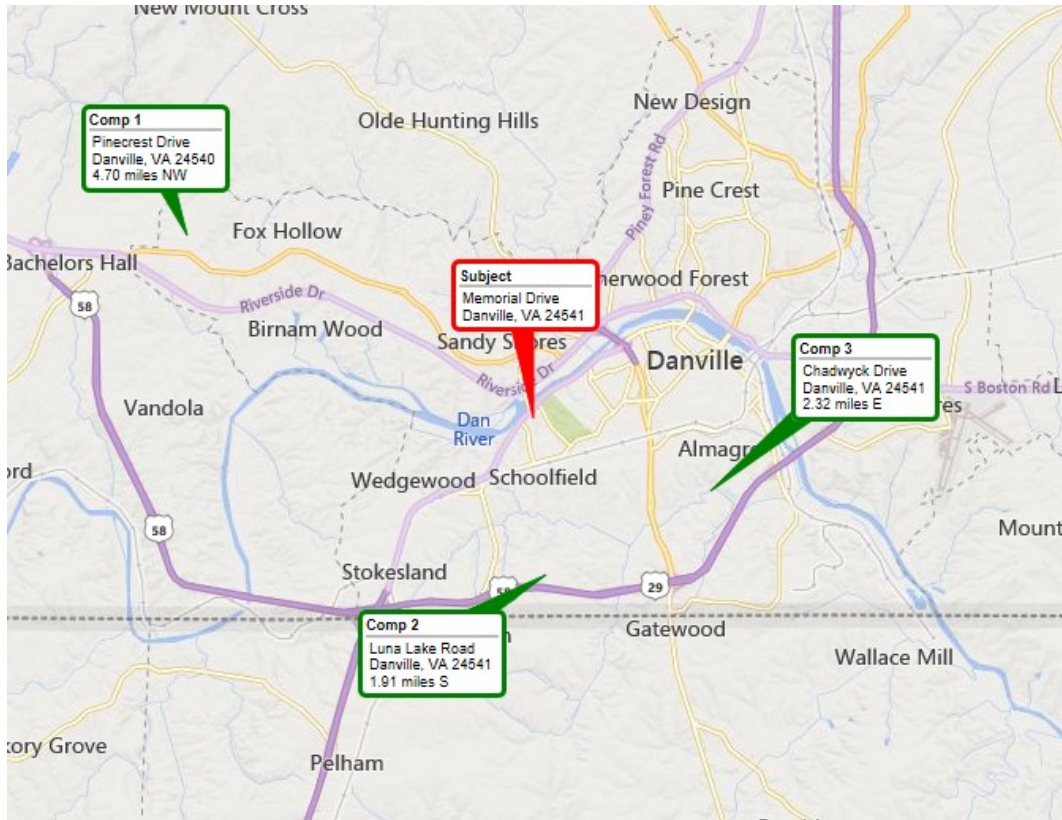
HIGHEST AND BEST USE AS THOUGH VACANT: The subject parcel is located in the Casino Entertainment (C-E) Zoning District. This district establishes standards and conditions for the development and operation of an entertainment and/or casino gaming establishment including accessory uses while promoting the public health, safety, and general welfare ensuring development is compatible with existing and anticipated land uses.

Should the property be vacant there would be a number of uses that could complement the Danville Casino. The highest and best use of the subject property “as though vacant” would be its improvement with a use that complements the new casino.

HIGHEST AND BEST USE AS IMPROVED: The subject property is improved with the water treatment plant. The city’s recent downtown development using existing masonry industrial buildings indicates that improvements in poor condition can be renovated for different uses. The highest and best of the subject property “as improved” would be the renovation of the existing improvements into a use complementary to the new casino.

SUMMARY OF ANALYSIS AND VALUATION:

Sales Comparison Approach, Value of Underlying Land: Three sales (among others) were considered in the sales comparison approach in the valuation of the underlying 23.94 acres. The best unit of comparison is considered price per acre. Following is a location map, a general description of each and my analysis.



SALE 1 - 15.54 ACRES PINECREST DRIVE 2023



IDENTIFICATION GPIN 70631
 "14.88 AC PT NO 1 PINECREST DR"

LOCATION: Between 444 and 456
 Pincrest Drive
 Danville, VA 24541

GRANTOR: Henry A. Leggett, Jr.

GRANTEE: Curtis H. Darnell, Jr. & Sandra K.

DATE OF SALE: July 21, 2023

CONSIDERATION: \$89,900, cash

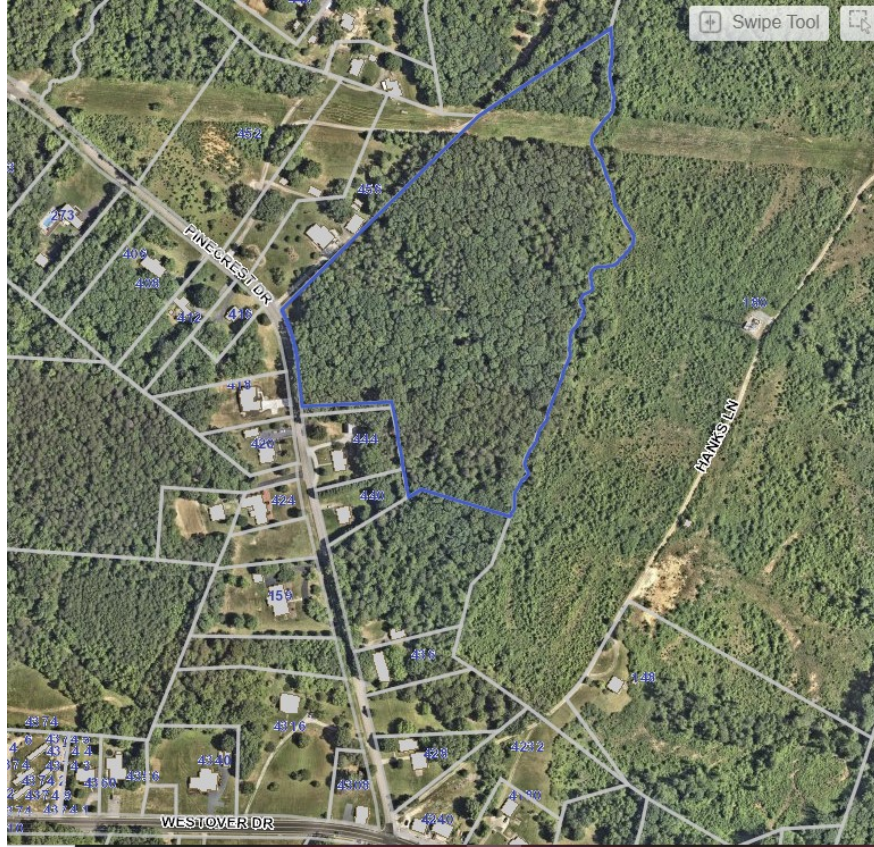
LEGAL REFERENCE: Instrument: 230002543
 Clerk's Office of Circuit Court of
 City of Danville

CONFIRMATION: MLS, Realtors (Andrea Lunsford &
 Teresa Edwards-Moody), Public Records

ZONING: SR, Suburban Residential

SITE: 15.54 Acres (calculated)

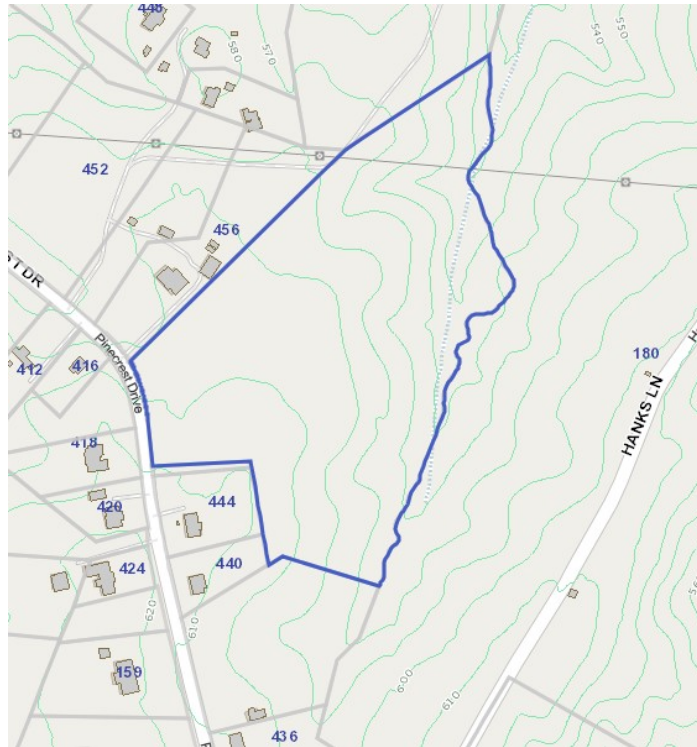
ACCESS/SHAPE 275 front feet, see following aerial map



TOPOGRAPHY:

On street grade, lays well, see photo and topo map.





LAND UTILIZATION: Unimproved, wooded.
 There is a 100' wide overhead electric easement toward the rear of site, see aerial map.

IMPROVEMENTS: No significant improvements.

PER FF/ACRE SALE PRICE: \$327; \$5,785

Comments. Per Dan River MLS 66376, "Country fee with city amenities located just off Westover Drive, conveniently located to all Danville has to offer! Wooded lot with ample room for multiple homes or perfect for a single home with plenty of privacy." Public water and sewer are available.

Purchasers are going to subdivide into 25-30 single family housing sites, see photo of street view.



The property was listed for \$89,900 on June 27, 2023, went under contract for full price on June 28, 2023. Closed in 25 days for cash.

Sale 2-37.59 ACRES, LUNA LAKE ROAD 2023



IDENTIFICATION Parcel 75608; "NO 1 LUNA LAKE RD"; 2.332 acres.

Parcel 75609; "NO 2 LUNA LAKE RD"; 1.995 acres.

Parcel 75528; "PT NO 5 (15.14 Ac) OFF HOLLAND RD"; 14.05 acres.

Parcel 75566; "NO 158 (19.52 AC) OFF LUNA LAKE RD"; 18.9 acres.

LOCATION: Between 848 and 852
Luna Lake Road
Danville, VA 24541

GRANTOR: Lee Ann Carter Dillion & others

GRANTEE: Luna Lake Ventures LLC

DATE OF SALE: June 20, 2023

CONSIDERATION: \$137,500, cash

LEGAL REFERENCE: Instrument: 230002105
Clerk's Office of Circuit Court of
City of Danville

CONFIRMATION: MLS, Realtor (Genna Dickinson), Public
Records

ZONING: SR, Suburban Residential &
TR, Threshold Residential

SITE: 37.28 Acres (calculated by city)

ACCESS/SHAPE 400 front feet on Luna Lake Road & 90 front
feet on Holland Road (below grade per
Realtor), see following aerial map.

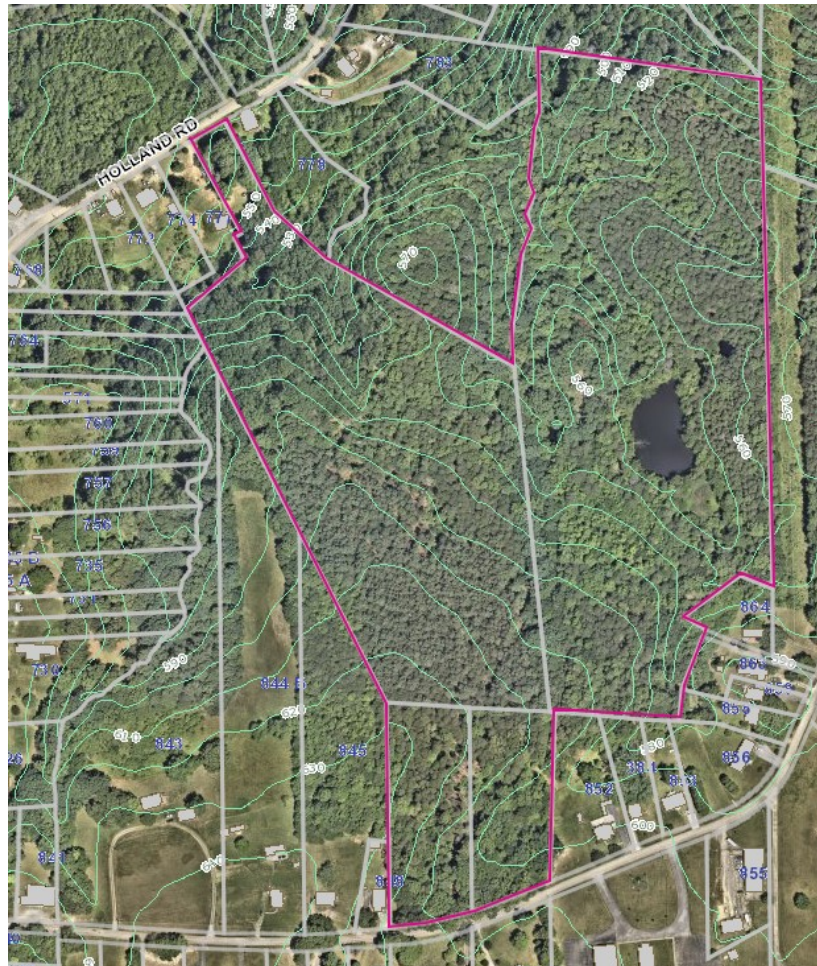


TOPOGRAPHY:

On street grade, see photo and topo map. Topography is rolling rising up toward Holland Road. There is a creek and small pond.



STREET VIEW



LAND UTILIZATION:
IMPROVEMENTS:

Unimproved, wooded.
No significant improvements.

PER FF/ACRE SALE PRICE:

N/A; \$3,688

Comments. Per Dan River MLS 64724, “Lots of possibilities for this charming wooded tract of land with timber value. Property has a mixture of hardwoods and pines with a nice pond which makes it a rare find in the city. Two road frontages on Luna Lake and Holland Rd with signs at each location. New survey done recently so the property is well marked and easy to walk. Some trails throughout with a creek on the Holland Road side.” Neither public water or sewer are available.

Purchaser is going to develop with small cabins to be leased to city visitors.

The property was listed for \$153,000, reduced to \$145,000, sold for \$137,500, 422 days on the market.

Sale 3 - 66.6 ACRES CHADWYCK DRIVE 2023



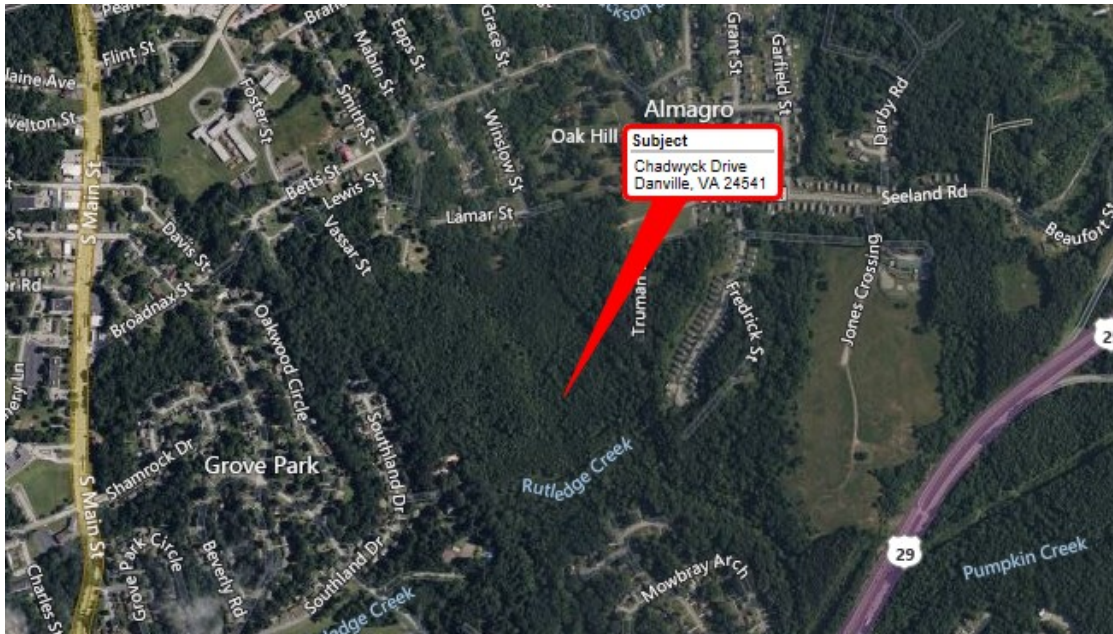
IDENTIFICATION

Parcel 23349; “2.2 ACRES IN REAR LAMAR ST”; 2.586 acres.

Parcel 60397; “APPROX 67 AC PT NO E LONDON BRIDGE DR & CHADWYCK DR”; 63.99 acres.

LOCATION:

End of Chadwyck Drive
Southwyck Farms
Danville, VA 24541



GRANTOR: S2J2 Properties, LLC

GRANTEE: 5 Away Holdings, LLC

DATE OF SALE: January 13, 2023

CONSIDERATION: \$327,000, cash

LEGAL REFERENCE: Instrument: 230000194
Clerk's Office of Circuit Court of
City of Danville

CONFIRMATION: MLS, Realtor (Jimmy Cole), Public Records

ZONING: SR, Suburban Residential &
OTR, Old Town Residential

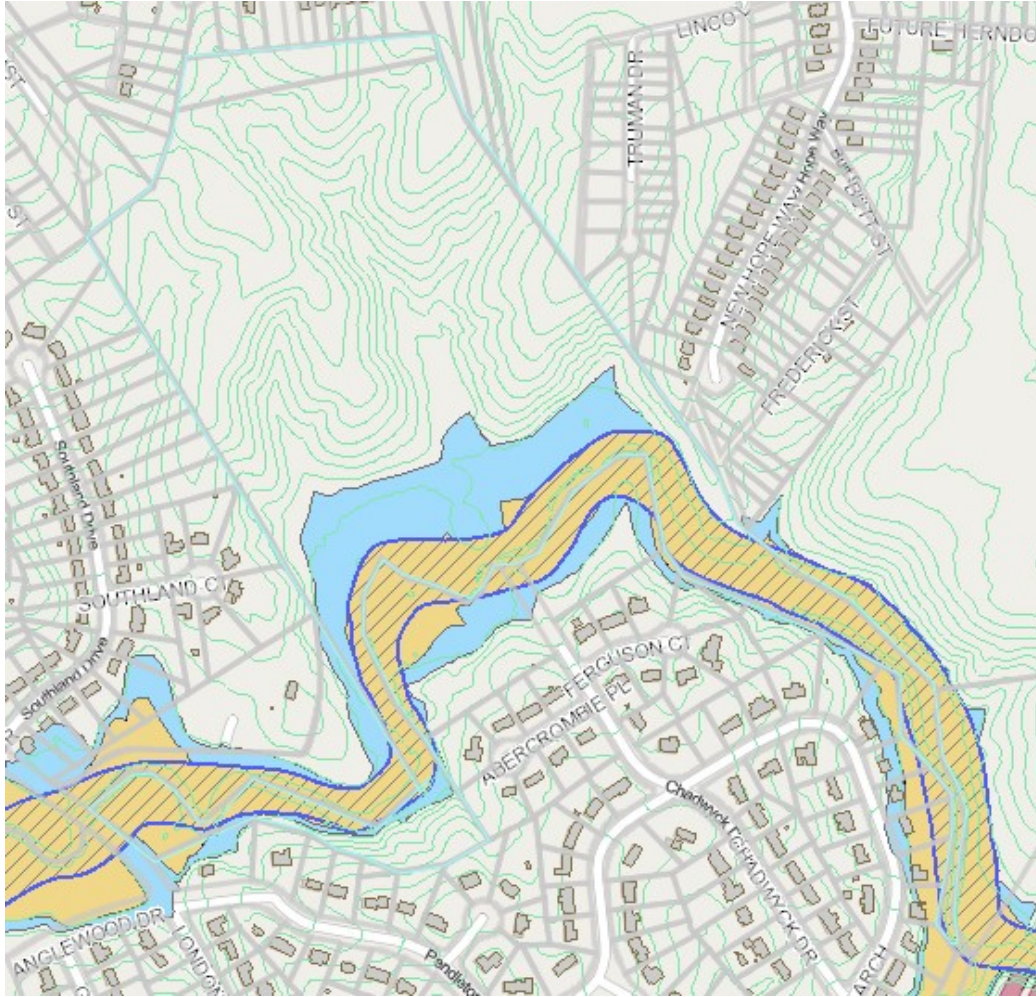
SITE: 66.6 Acres

ACCESS/SHAPE Limited access, best is front Chadwyck Drive
but must cross Rutledge Creek and flood plain,
see following aerial map.



TOPOGRAPHY:

Rolling to steep topography, see following map. Only practical access is from Chadwyck Drive which requires crossing Rutledge Creek and a wide flood plain.



LAND UTILIZATION: Unimproved, wooded.

IMPROVEMENTS: No significant improvements.

PER FF/ACRE SALE PRICE: N/A; \$4,910

Comments. Per Dan River MLS 64456, "Remarks: Approximately 70 acres (city shows as 66.6 acres) in the city. This rare find has sewer throughout and would be perfect for a retirement home or apartment complex. This is a great investment property with unlimited potential. The land features wooded hills with Pumpkin Creek (actually Rutledge Creek) running through the 70 acres." Public water and sewer are available.

Purchaser is a developer from Ohio, is waiting to see what activity casino generates.

The property was listed for \$699,000, sold for \$327,000, 323 days on the market.

Analysis.

All the sales closed in 2023 and reflect the recent activity experienced by the area. The sales used are considered the best available. Though the subject has a superior zoning designation its development potential is limited because of its access (much of frontage is blocked by the existing water treatment plant), overhead power line/substation easement and topography. Though there is insufficient data to extract dollar adjustments from the market for differences between the subject property and closed sales by such techniques as matched pair analysis these differences are considered in the final consideration of value. Because of the subject’s location the per acre value opinion is weighted toward the upper end of the range created by the unadjusted sale prices of the comparable properties.

The most probable “as is” fee simple market value of the subject’s underlying land indicated by the sale's comparison approach is \$130,000 (23.94 acres x \$5,500 = \$131,670 or say \$130,000).

Sales Comparison Approach, Contribution to Value of the Subject Water Treatment Plant. Two sales were found and used to develop an opinion of the contribution to value of the subject’s water treatment plant. The best unit of comparison is the price per square foot of finished improvement. A description of each sale follows with my analysis.

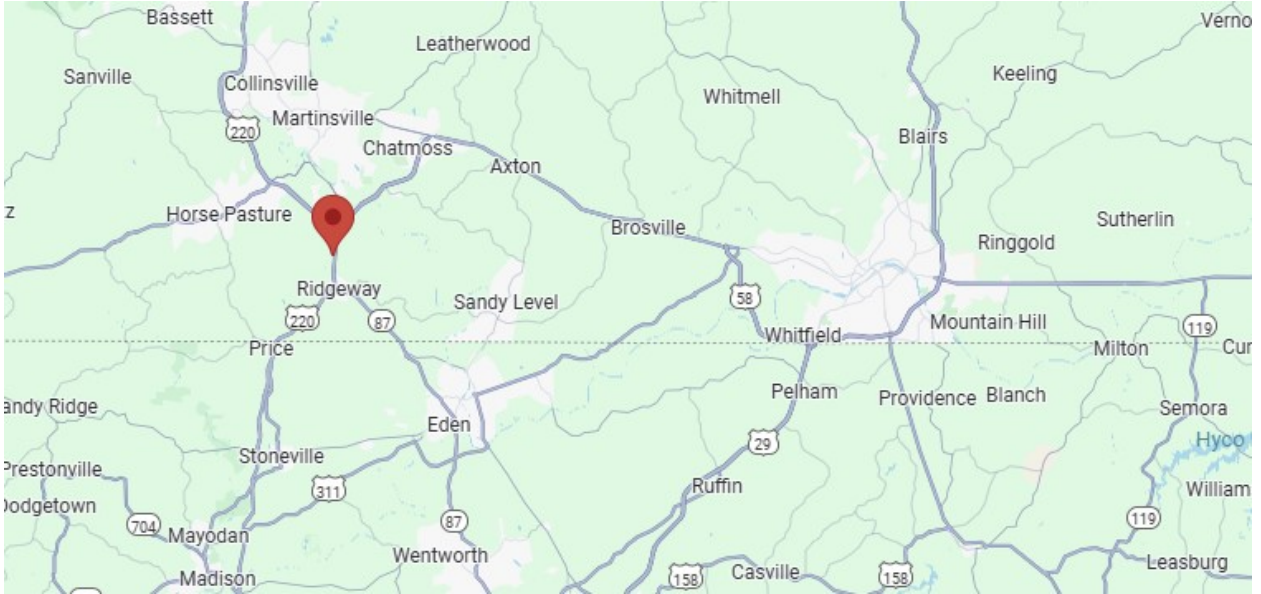
20 WATER PLANT ROAD, RIDGEWAY, VA



Photo of Subject Property

LOCATION:

20 Water Plant Road
Ridgeway, Virginia 24148
Off of State Highway 220, south of
Martinsville, VA.
20 miles west of Danville, VA.



PARCEL: 34261

GRANTOR: Mark & Cindy Cox

GRANTEE: Pugal, Inc.

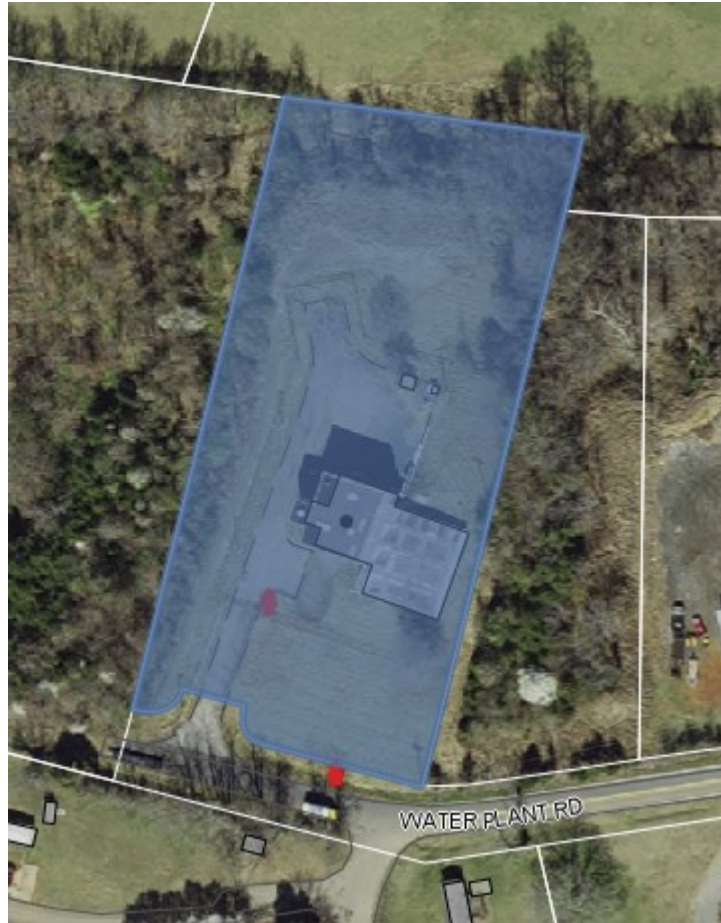
DATE OF SALE: November 18, 2020

CONSIDERATION: \$115,000 same as cash

LEGAL REFERENCE: Instrument 200004102, Henry County

CONFIRMATION: Broker (Jane Barrow), MLS 60764, public records.

SITE SIZE: 2.659 acres.



Aerial Map

SIZE OF IMPROVEMENT:	5,668 square feet
AGE/CONDITION:	Built in 1960's estimated, masonry construction with built up roof, fair condition.
PRICE PER S.F.	\$20.29
PRICE PER S.F. LESS SITE	\$14.11
ZONING:	Commercial Industrial District

Comments: Taken from Martinsville, Henry & Patrick Counties Association of Realtors, Inc. MLS 60764, "Propane heaters on main level, 3 phase electric. Woven wire fencing with barbed wire topped, huge paved parking lot. Fire hydrant beside building and on road. 2 Large conference rooms on second level, offices on each level, lots of exterior lighting. Tinted glass windows. Building was a water plant. Zoned as O4: Commercial-Industrial. Lot size and sq. ft. est."

Property was previously owned by Henry County Service Authority. Ceiling height is 20 feet with two loading docks and sixteen-foot-high overhead doors.

Property was vacant at time of sale. Original list price was \$135,000 then reduced to \$125,000, a cash sale with 251 days on the market. Per Broker purchasers are electrical manufacturers. See the following photos.





416-418 LYNN STREET, DANVILLE, VA



Photo of Subject Property (Pre-Renovation)

LOCATION:

416-418 Lynn Street
Danville, Virginia 24541
Downtown Danville, see street views.



Lynn Street, Looking East Toward Central Business District



Newton Street, Looking North Toward Craghead Street

PARCEL:	24105
GRANTOR:	Collier, LLC
GRANTEE:	Joshua Francisco
DATE OF SALE:	December 21, 2023
CONSIDERATION:	\$280,000 same as cash
LEGAL REFERENCE:	Instrument 230004426, City of Danville

CONFIRMATION:

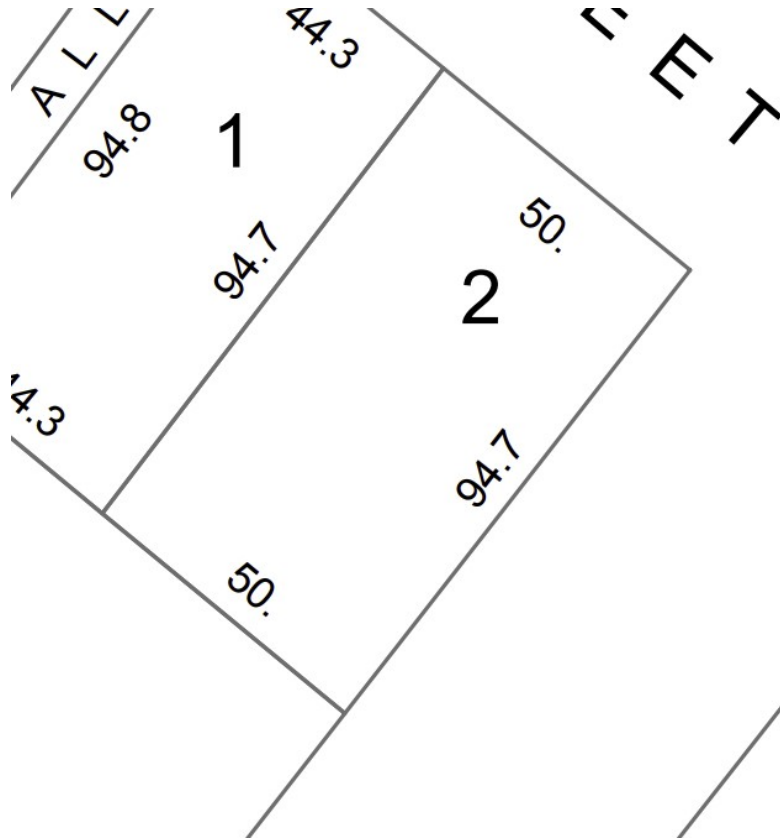
Purchaser, post renovation inspection, public records

SITE SIZE:

50' x 94.7', 4,735 square feet. There is no off-street parking.



Aerial Map (Note Condition of Roof)

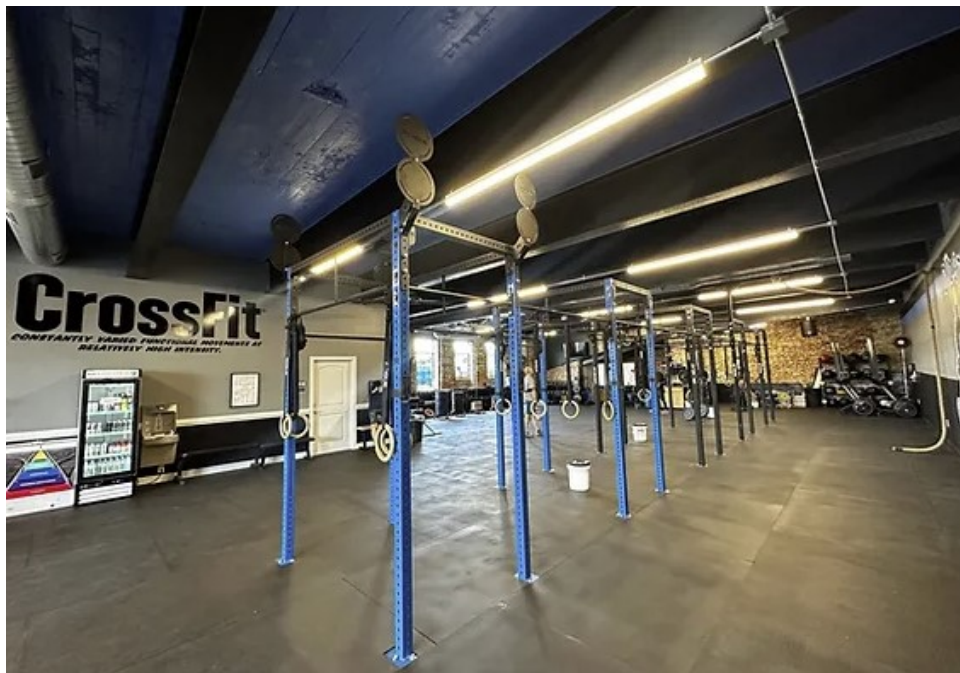


City Tax Map

SIZE OF IMPROVEMENT:	9,400 square feet
AGE/CONDITION:	Built in 1927, masonry construction with metal roof, poor condition.
PRICE PER S.F.	\$29.79
PRICE PER S.F. LESS SITE	\$24.75
ZONING:	TWC, Tobacco Warehouse Commercial District

Comments: Property was previously used for furniture repair. This was a complete build out by purchaser for use as River City Fitness Center, a private sale with no concessions by the seller.

See the following photos, post-remodel.



Analysis.

There is insufficient data to extract a dollar adjustment from the market for differences between subject improvements and sales' improvements. The unlying value of the sales' site has been extracted leaving an estimate of the value attributed to the improvements. These unadjusted sales indicate a per square foot contribution their improvements at \$14.11 and \$24.75 respectively.

All other elements being significantly the same typically the smaller an improvement the less its per square foot value. The subject building contains 22,534 square feet (per the calculations of the City Tax Assessor's Office) compared to sale one (a water treatment plant) with 5,668 square feet and sale two with 9,400 square feet. If the per square foot sale price is reduced by 50% to indicate this, a per square foot value of \$7.06 and \$12.38 respectively is indicated. Though not extracted from the market by such techniques as matched pair analysis this adjustment is considered reflective of the market.

Because of the improvements' size and its original use the per square foot value opinion is weighed toward sale one; the most probable per square foot value of the improvements is considered \$8.00.

22,534 square feet X \$8.00 = \$180,272 or say \$180,000.

The most probable "as is" market value of the subject property using the sales comparison approach is \$310,000 (\$130,000 contribution to value of underlying land + \$180,000 contribution to value of the improvements). This value opinion is contingent upon the actual acreage of the subject property being substantially the same as the 23.94 acres calculated for this report.

Cost Approach: A method to find an indicated value in the fee simple interest of an improved property by estimating the current cost to reproduce or replace the existing structure. The total depreciation is estimated and subtracted from the estimated cost new of the structure. This depreciated cost is added to an estimated land value and an entrepreneurial profit if there is any.

The basic principle that the cost approach checks is that of substitution. No informed buyer will pay more for a property than the cost to buy a similar site and build an improvement with similar utility and appeal within an acceptable length of time.

The subject improvements are a special use and are in poor condition. This combination means that any overall depreciation estimate will be questionable at best. Thus, any cost approach value opinion would be questionable as well and is not developed in this assignment.

Income Approach: This approach is considered the most important in the estimating of value for income producing properties. To the investor the income that can be produced by a property is the most important consideration. Investment into income producing property is the exchange of present dollars for any potential income stream that may be produced. The income capitalization approach to value consists of methods and techniques used to estimate a property's ability to produce a future cash flow and convert it into a present value.

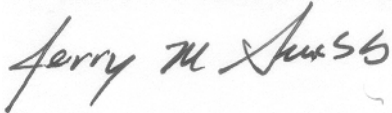
In its present condition the subject property has little if any income producing potential. Thus, the income approach has little relevance in the valuation of the subject property and is not developed.

Reconciliation and Value Conclusion: The sales comparison approach is considered the most meaningful indicator of value in the appraisal of single-family dwellings. The sales comparison approach is weighed 100% in this assignment.

It is my opinion that the most probable “as is” market value of the subject property as of the effective date of this report is \$310,000.*

*This value opinion is contingent upon the actual acreage of the subject property being substantially the same as the 23.94 acres calculated for this report.

The improved property sales indicated that exposure time (i.e., the length of time the subject property would have been exposed for sale in the market had it sold at the market value concluded in this analysis as of the date of this valuation) would have been about 3-6 months. The estimated market time (i.e. the amount of time it would probably take to sell the subject property if exposed in the market beginning on the date of this valuation) is estimated to be 3-6 months.



Jerry M. Grubb
Certified General
Real Estate Appraiser
VA- 4001 000222

ARTICLE 3.V: - C-E CASINO ENTERTAINMENT DISTRICT

A. - Purpose.

1. The Casino Entertainment (C-E) Zoning District establishes standards and conditions for the development and operation of an entertainment and/or casino gaming establishment including accessory uses while promoting the public health, safety, and general welfare ensuring development is compatible with existing and anticipated land uses.
2. Because of the special characteristics of a C-E district, in particular casino gaming establishments, development in this district requires flexibility in signage, exterior lighting, and other standards not typically permitted elsewhere in the City.

B. - Permitted Uses.

Entertainment establishment and/or casino gaming establishment including accessory uses, buildings, and structures customarily subordinate, incidental, and on the premises of such entertainment and/or casino gaming establishment, such as, but not limited to, a hotel and conference center.

C. - Uses Permitted by Special Use Permit.

1. Waiver of yard requirements.
2. Waiver of district size.
3. Waiver for increase of maximum building height above 250 feet.

D. - Lot Size Requirements.

1. The minimum C-E district size is 75 acres.
2. The minimum lot area in a C-E district is 25 acres.

E. - Bulk Regulations

1. Maximum building height: 250 feet.
2. Buildings 200 feet or taller must be set back from any non-building structures that are 200 feet or taller by at least 100 feet. Buildings under 200 feet tall must be set back from any non-building structures that are 200 feet or taller by at least 50 feet.
3. Minimum yard requirements:
 - a. Front yard: 60 feet.
 - b. Interior and street side yards: 40 feet.
 - c. Rear yard: 40 feet.

(Ord. No. 2022-02.01, Exh. A, 2-1-22)

F. - Parking.

1. Notwithstanding applicable provisions of Article 8, Parking and Loading Requirements, there are no minimum off-street parking space requirements for developments in the C-E zoning district.
2. Off-street parking areas and drives may encroach in to the front yard setback but must not extend into the required ten-foot landscape strip.

3. Electric Vehicle Parking.

- a. At least ten (10) of the provided parking spaces must have electric vehicle charging stations.
- b. At least 20 of the provided parking spaces must be constructed to accommodate future electric vehicle charging stations.

G. - Exterior Lighting.

1. Development in the C-E district, in particular casino gaming establishments, has unique needs for exterior lighting that require flexibility and would not typically be permitted in other areas of the City.
2. Exterior lighting must comply with local, state, and federal regulations and must not interfere with any public roadways.
3. Exterior lighting must comply with Code of Virginia Ch. 12, Title 33.2.
4. All development in a C-E district must comply with Chapter 41, Article 11 with the following exceptions:
 - a. Maximum illumination levels are measured at the exterior boundaries of the district and not at any property boundaries within the district.
 - b. Upwardly directed lighting may be used to illuminate buildings, structures, and landscaping in the district.
 - c. Awnings or canopies used for building accents over doors, windows, etc., may be internally illuminated (i.e. from underneath or behind the awning).
 - d. Searchlights operated within the C-E district must comply with the following regulations:
 - i. Searchlights must not be operated so as to constitute a traffic hazard or a nuisance.
 - ii. Searchlights must be so operated so as to avoid directing the beam at any building.
 - iii. Searchlight beams must not be displayed at an angle greater than 45 degrees from the perpendicular.
 - iv. Searchlights must not operate between 12:00 a.m. midnight and 5:00 p.m.

H. - Signs.

1. Each C-E district permits up to four freestanding signs with a maximum sign area of 400 square feet each. An additional area not exceeding 200 square feet may be devoted to architectural elements that serve as support or base for each sign and are not part of the message portion of the sign. The maximum freestanding sign height is 40 feet.
2. Each C-E District may also permit up to four off-site freestanding signs. Off-site freestanding signs are limited in area to 75 square feet. An additional area not exceeding 100 square feet may be devoted to architectural elements that serve as support or base for such sign and are not part of the message portion of the sign. The maximum off-site freestanding sign height is 30 feet.
3. The combined area of wall, projecting, awning, canopy or marquee signs must not exceed 50 percent of any building façade area. The Zoning Administrator must approve that the signage is of an appropriate scale,

incorporated into the building's architectural features, and made of durable materials.

4. Entryway features that may include one monument/wayfinding sign up to 50 square feet are permitted at each driveway. An additional area not exceeding 25 square feet may be devoted to architectural elements that serve as support or base for such sign and are not part of the message portion of the sign. The maximum entryway sign height is eight feet.

5. Electronic message boards may be permitted as a part of on-site freestanding and entryway monument signs.

I. - Noise.

1. The exterior noise limits for any source of noise in any C-E zone cannot exceed between 70 dBA between 9:00 a.m. and 12:00 a.m. midnight, when measured at the property line of a residential zone.

2. The exterior noise limits for any source of noise in any C-E zone must be reduced between 12:00 a.m. midnight and 9:00 a.m. so that when measured at the property line of a residential zone the noise does not exceed 50 dBA.

J. - Landscape and Open Space Regulations.

1. A minimum ten-foot landscaped buffer must be provided along any property line abutting a street right-of-way. Driveways, utility easements and sidewalks are allowed to encroach into the landscaped buffer.

2. A minimum 25-foot landscaped buffer must be provided along any property line abutting a residential zoning district.

3. Ten percent of each development must be open space. Open space does not include building footprints, parking and drive aisles, and any other areas not accessible to the public.

4. If a C-E district is within 300 feet of a City-designated non-motorized trail, then the development must provide a ten-foot wide shared-use paved path from the development's buildings to the property line closest to the non-motorized trail.

K. - Additional Requirements.

1. All building exteriors must be clad in durable materials. Vinyl siding/cladding is prohibited exterior building material.

2. All dumpsters that are visible from a public road must be fully screened. The screening structure must consist of a masonry unit design enclosure and/or materials to match the adjacent building and a metal gate(s) that screens the view of the dumpster.

3. No driveway may be located within 200 feet of another driveway.

4. On a corner lot, no curb cut may be closer than 300 feet of the right-of-way extended from the nearest intersecting street.

(Ord. No. 2021-05.04, 5-4-21)

M. - Sign Regulations.



Industrial Development Authority

STAFF REPORT

DATE: November 12, 2025
TO: Industrial Development Authority
FROM: Corrie Bobe, Director of Economic Development and Tourism
RE: A resolution of the Industrial Development Authority of Danville, Virginia, authorizing and approving an agreement of purchase and sale between the Authority and Reimagine Ventures LLC, a Virginia Limited Liability Company.

On November 1, 2021, the Industrial Development Authority (IDA) of Danville, Virginia entered into a Memorandum of Understanding with River District Properties, LLC and Cobbled Holdings LLC to pursue redevelopment plans for 297 and 305 Bridge Street. As part of the agreement, the IDA retained the right to repurchase one or both properties at the verified pre-development cost, including acquisition expenses. With redevelopment efforts discontinued, the IDA has elected to exercise this reverter clause. Staff now seeks approval of the attached resolutions authorizing the purchase of both properties.

ATTACHMENTS

1. Res 2448 - Sale and Purchase of 297 Bridge Street from Reimagine
2. IDA Standard Agreement of Purchase and Sale - 297 Bridge Street - Final - 10.29.2025

PRESENTED: November 12, 2025

ADOPTED : November 12, 2025

RESOLUTION NO. 2025 - _____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA, AUTHORIZING AND APPROVING AN AGREEMENT OF PURCHASE AND SALE BETWEEN THE AUTHORITY AND REIMAGINE VENTURES LLC, A VIRGINIA LIMITED LIABILITY COMPANY, IN AN AMOUNT NOT TO EXCEED \$395,233.17.

WHEREAS, Reimagine Ventures LLC, (Seller) a Virginia Limited Liability Company is the owner of certain parcels of real property containing approximately 0.3016 acres, more or less, further identified as 297 Bridge Street (Parcel #26477); and

WHEREAS, the Industrial Development Authority of Danville, Virginia desires to purchase the property from Seller, subject to the terms and conditions of an Agreement of Purchase and Sale, for a price totaling Three Hundred Ninety-Five Thousand Two Hundred Thirty-Three and 17/100 dollars (\$395,233.17).

NOW THEREFORE IT BE RESOLVED, by the Industrial Development Authority of Danville, Virginia that it hereby authorizes and approves the Agreement of Purchase and Sale by and between Reimagine Ventures LLC and the Industrial Development Authority of Danville, Virginia, substantially in the form attached hereto; and

BE IT FURTHER RESOLVED, that the IDA chairman or in his absence the Vice-Chairman is hereby authorized to execute said Agreement of Purchase and Sale and is further authorized to sign any other contracts or documents necessary to complete this transaction.

Approved:

Chairman

Attest:

Secretary

Approved as to
Form and Legal Sufficiency:

City Attorney

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (“Agreement”) is made and entered into this 12th day of November 2025, between REIMAGINE VENTURES LLC (VA SCC Entity ID # 11480640), whose address is 428 Maple Lane, Danville Virginia. (hereinafter called “Seller”), and Industrial Development Authority of Danville, Virginia, a political subdivision of the Commonwealth of Virginia, whose address is P.O. Box 3300, Danville, VA 24543 (hereinafter called “Purchaser”).

WITNESSETH:

WHEREAS, Seller is the owner of that certain parcels of real property containing approximately 0.3016 acres, more or less, further identified as 297 Bridge Street (Parcel No. 26477) along with all improvements, in the City of Danville, Virginia, more particularly described on Exhibit “A” attached hereto and incorporated herein (and shall hereinafter be referred to collectively as the “Property”); and

WHEREAS, Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Purchase and Sale. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property, together with (a) all rights, easements and privileges, appurtenances belonging and appertaining thereto, including, without limitation, all easements, rights of way or other interests in, on or under any lands, highways, alleys, streets, or rights of way abutting or adjoining the Property (b) all buildings and other improvements thereon, and (c) and any fixtures attached to the Property.

2. Purchase Price. (a) The purchase price (“Purchase Price”) to be paid by Purchaser to Seller for the Property shall be Three Hundred Ninety-Five Thousand Two Hundred Thirty-Three and 17/100s dollars (\$395,233.17) to be paid by check or wire transfer in United States Currency.

(b) At “Closing,” the Purchase Price payable by Purchaser to Seller shall be paid by cash, cashier’s check or wire transfer to the third party engaged to close the transaction (the “Closing Agent”).

3. Closing Agent and Deposit. The Closing Agent shall be named by the Seller ten (10) business days prior to the Closing Date. No deposit is required as a part of this sale.

4. Representations and Warranties of Seller. Seller, to induce Purchaser to enter into this Agreement and to complete Closing, makes the following representations and warranties to Purchaser, which representations and warranties are true and correct as of the date of this Agreement, and shall be true and correct at and as of the Closing Date, as such term is defined in Section 12 below and used throughout this Agreement, in all respects as though such representations and warranties were made both at and as of the date of this Agreement, and at and as of the Closing Date:

(a) There is no action, suit, or proceeding pending or, to the knowledge of Seller, threatened against or affecting the Property or any portion thereof.

(b) Seller has not received any written notice of any condemnation proceeding or other proceedings in the nature of eminent domain ("Taking") which is currently pending in connection with the Property, and to Seller's knowledge no Taking has been threatened.

(c) Seller represents to the best of its knowledge that the Property is free and clear of any hazardous materials, waste or other contamination and that there are no underground storage tanks located on the Property.

(d) Seller is and on the Closing Date shall have full power and authority to enter into and perform this Agreement and all documents, instruments and contracts entered into or to be entered into by it pursuant to this Agreement and to carry out the transactions contemplated hereby. This Agreement is, and all documents to be executed by Seller and delivered to Purchaser at the Closing will be on the Closing Date, duly authorized, executed and delivered by Seller and all consents and approvals of third parties have been obtained. This Agreement is, and all documents to be executed by Seller and delivered to Purchaser at the Closing will be the legal, valid, and binding obligations of Seller; enforceable in accordance with their respective terms; and will not violate any provisions of any agreement, judicial order, or any other thing to which Seller is a party or to or by which Seller or the Property is subject or bound.

(e) The Property is not subject to any roll back tax or any similar tax related to the discontinuance of any use to which the Property has been put.

(f) Seller has not received any notice or notices of violation (or claimed violations) of any law, ordinance, order, statute, rule, or regulation or any complaints, order, citation, or notice with regard to, affecting, or relating to the Property.

(g) No tax appeals are currently pending with respect to the Property.

(h) Seller has not entered into any presently effective contract regarding the sale, conveyance, transfer, or disposition of the Property (except for this Agreement). Seller has not granted to anyone and no one possesses any option to purchase or right of first refusal to purchase the Property. Seller has not entered into any occupancy agreement, lease, or the like with respect to, and no one has any right to use or occupy, the Property. Seller shall not enter into any other lease prior to Closing unless such lease is consented to by Purchaser prior to its execution.

With the exception of the warranties contained above and the warranty of title set forth in Section 12(a)(i) below, Seller makes no representations or warranties regarding the Property, including, but not limited to, warranties of fitness for a particular purpose. The Property is being sold AS IS – WHERE IS – WITH ALL FAULTS.

5. Inspections. (a) Seller and Purchaser hereby acknowledge that as of the date of the execution of this Agreement, Purchaser has not yet had an opportunity to fully review and evaluate this transaction. If on or before 5:00 p.m. (Eastern Standard Time) on a date which is sixty (60) days from the Date of this agreement (“Inspection Completion Date”), Purchaser determines, in its sole and absolute discretion, that Purchaser does not desire to purchase the Property, then Purchaser shall have the right to give written notice to Seller electing to terminate this Agreement, provided such notice is delivered to Seller prior to 5:00 p.m. (Eastern Standard Time) on the Inspection Completion Date. In the event such notice of termination is delivered on or before 5:00 p.m. (Eastern Standard Time) on the Inspection Completion Date, and the parties shall be released from all further obligations each to the other under this Agreement. In the event that the Purchaser does not terminate this Agreement as set forth in this Section 5, then Purchaser’s right to terminate this Agreement shall be deemed waived by Purchaser.

(b) Upon reasonable prior notice to Seller, Purchaser, its agents, employees, and representatives shall have access to the Property at all reasonable times to inspect the Property and to conduct reasonable tests thereon including, but not limited to, soil and groundwater borings and hazardous waste studies, and to make such other examinations with respect thereto as Purchaser, its counsel, licensed engineers, surveyors, or other representative(s) may deem reasonably necessary. Seller reserves the right to be present, or have its agent or representative present, during Purchaser’s investigations of the Property. Any tests, examinations, or inspections of the Property by Purchaser and all costs and expenses in connection with Purchaser’s inspection of the Property shall be at the sole cost of Purchaser and shall be performed in a manner not to unreasonably interfere with the Seller’s ownership of the Property. Further, Purchaser shall be responsible for any and all damage caused by such inspections, examinations, testing, and disposal of all waste produced at the Property as a result of such investigations and shall sign, as generator, all forms necessary for such disposal. Purchaser shall immediately remove any lien of any type which attaches to the Property by virtue of any of such inspections, examinations or tests. Upon completion of any such inspection, examination, or test, Purchaser shall restore any damage to the Property caused by such inspection, examination, or test.

(c) Within forty-five (45) days of the Date of this Agreement, Purchaser may obtain, at its sole option and at its sole cost and expense, a title insurance commitment (“Commitment”) issued by the Closing Agent covering the Property, a survey (the “Survey”) of the Property, dated subsequent to the date hereof, prepared by a licensed surveyor or Registered Professional authorized to do business in the Commonwealth of Virginia, and an Environmental Site Assessment (“Environmental Assessment”) dated subsequent to the date hereof.

(d) Purchaser shall review the Commitment, the Survey and the Environmental Assessment and shall, within sixty (60) days of the Date of this Agreement, notify Seller in writing (“Objection Notice”) of any matters (“Defects”) evidenced by the Commitment, the Survey, or the

Environmental Assessment that adversely affect the marketability of the Property. Any such matters not specified as Defects in the Objection Notice or any Defects waived (or deemed waived) by Purchaser pursuant to the terms hereof shall be deemed Acceptable Exceptions. Upon receipt of the Objection Notice, Seller may, but shall not be obligated to, cure such Defects. In the event that Seller is unwilling or unable to cure any Defect(s) on or before the Inspection Completion Date (“Cure Period”), Seller shall notify Purchaser in writing then Purchaser, at Purchaser’s option, may within ten (10) days thereof: (i) elect to accept title to the Property subject to the Defects without any adjustment to the Purchase Price (in which event the remaining Defects shall be deemed Acceptable Exceptions); or (ii) terminate this Agreement by written notice thereof to Seller, whereupon this Agreement shall be terminated, and both parties shall thereafter be released from all further obligations hereunder. In the event Purchaser fails to elect to terminate the Agreement as provided above within such 5-day period, Purchaser shall be deemed to have elected clause (i) above.

If Seller notifies Purchaser that it intends to take action to effectuate the removal of the objected to exceptions, then Seller shall be obligated to take all action of which it advised Purchaser in the Response Notice that it would take.

(e) The provisions of this Section shall survive any termination of this Agreement.

6. Environmental Studies and Soil Tests. Purchaser acknowledges that prior to the Closing Date, Purchaser may conduct any environmental and soils tests with respect to the Property which Purchaser may deem necessary or advisable, and Purchaser shall rely upon such tests as well as Seller’s Representations and Warranties contained in section four (4) above, in electing whether or not to purchase the Property.

7. Covenants by Seller. Between the date hereof and the Closing, Seller agrees that:

(a) Seller will maintain the Property in the same condition as it is on the date of this Agreement (reasonable wear and tear excepted);

(b) Seller will not, by reason of any action or omission of Seller, cause or permit any representation or warranty to become not true, incorrect, or inaccurate;

(c) Seller shall perform any and all material obligations with respect to the Property under all easements, covenants, restrictions, and contracts of record;

(d) Seller will promptly give notice to Purchaser of every threatened or actual litigation, whether or not covered by insurance against or relating to the Property (including, without limitation, the sale thereof to Purchaser) or any portion thereof between the date of this Agreement and the Closing;

(e) Seller will not, without the prior written consent of Purchaser, apply for, consent to or process any applications for zoning, re-zoning, variances, site plan approvals, subdivision approvals, or development with respect to the Property or any portion thereof;

(f) Seller will not, without the prior written consent of Purchaser, grant any rights or other privileges in or with respect to the Property or any portion thereof or grant, or consent to or waive the right to object to, any easements, covenants, or restrictions affecting all or any portion of the Property;

(g) Seller will not enter into or modify any mortgages, operating agreements, ground leases, space leases, or other agreements or encumbrances with respect to or affecting the Property or any portion thereof;

(h) Seller shall compile all non-privileged documents in its possession related to the history, nature, condition, description, or maintenance of the Property, including, but not limited to, any and all structures that exist on the Property, so that such documents may be transferred to Purchaser on or before Closing (unless a different timetable is agreed upon separately in writing by the parties); and

(i) Seller will promptly notify Purchaser if it discovers, determines, or is notified that any warranty or representation made by Seller hereunder is not (or is no longer) true.

8. Seller's Defaults; Purchaser's Remedies. In the event that Seller shall be in material default hereunder for any reason other than Purchaser's default, Purchaser may deliver a written notice to Seller stating with particularity the alleged default of Seller, the action required by Seller to cure such default, and Purchaser's intent to exercise its remedies provided below if the default is not cured. Seller shall have five (5) business days after receipt of such notice to cure the alleged default to Purchaser's reasonable satisfaction (and the Closing Date shall be delayed, if necessary, until the end of such five (5) business day period). In the event such default is not cured within such five (5) business day period, then Purchaser may elect, as its sole and exclusive remedy, for such default, to terminate this Agreement by written notice to Purchaser and the Closing Agent at which time the deposit shall be returned to the Purchaser. Purchaser hereby expressly waives its rights to seek damages in the event of Seller's default hereunder.

9. Purchaser's Default; Seller's Remedies. In the event that Purchaser shall be in default hereunder for any reason other than Seller's default, Seller may deliver a written notice to Purchaser stating with particularity the alleged default of Purchaser, the action required by Purchaser to cure such default, and Seller's intent to terminate this Agreement if the default is not cured. Purchaser shall have five (5) business days after receipt of such notice to cure the alleged default to Seller's reasonable satisfaction (and the Closing Date shall be delayed, if necessary, until the end of such five (5) business day period). In the event such default is not cured within such five (5) business day period, then Seller may, as Seller's sole and exclusive remedy for such default, terminate this Agreement by written notice to Purchaser and the Closing Agent. Seller hereby expressly waives its rights to seek damages in the event of Purchaser's default hereunder.

10. Prorations. At Closing, real estate taxes, assessments and all other items of income and expense shall be prorated as of the Closing Date. Any assessments for prior years due to change in land usage or ownership, including, without limitation, rollback taxes, shall be the sole responsibility of Seller. The terms and provisions of this Section shall survive Closing.

11. Closing Costs. (a) Seller shall be responsible for the (i) costs of preparing the Deed (as hereinafter defined) and (ii) the Grantor's Tax on the Deed, if any.

(b) Purchaser shall be responsible for (i) the cost to obtain a commitment for owner's title insurance (the "Commitment"), (ii) all premiums and other charges on the owner's title policy issued to Purchaser pursuant to the Commitment (the "Title Policy") and any endorsements to the Title Policy, (iii) all documentary stamps taxes and transfer taxes on the Deed, with the exception of the Grantor's Tax, (iv) documentary stamps and intangible costs on any deed of trust and notes, and (v) the recording costs on the Deed.

(c) Each party shall be responsible for payment of its own legal fees.

12. Closing. The "Closing" shall be held no later than December 17, 2025, unless otherwise agreed upon by the parties to this Agreement (the "Closing Date"). It is expressly agreed by Seller and Purchaser that time is of the essence with respect to the parties' obligations to close this transaction on the Closing Date. For the avoidance of doubt, Seller and Purchaser acknowledge that any adjournment of the Closing Date pursuant to any right of adjournment granted hereunder, then time shall be of the essence with respect to Seller's and Purchaser's obligation to close this transaction on such adjourned Closing Date.

(a) At Closing, Seller shall cause to be executed and delivered to Purchaser the following documents with respect to the Property being conveyed:

(i) A special warranty deed ("Deed") subject only to the acceptable exceptions identified in Purchaser's title insurance policy;

(ii) A non-foreign affidavit in a form reasonably acceptable to Purchaser;

(iii) Such other documents that the Closing Agent may reasonably require in connection with the issuance of the owner's policy to Purchaser, including, but not limited to, such affidavits required for deletion of the parties in possession and mechanics' lien exceptions appearing on an owner's title insurance policy; and

(b) At Closing, Purchaser shall deliver the Purchase Price (subject to prorations and adjustments as may be agreed upon by the parties to this Agreement).

(c) At Closing, Seller and Purchaser shall each execute counterpart closing statements in a customary form, and such other documents required by the Closing Agent that are reasonably necessary to consummate Closing.

(d) At Closing, both parties shall pay their respective costs by wire transfer or by cashier's check drawn on a bank reasonably acceptable to Closing Agent.

13. Brokers. Each party warrants and represents to the other that no real estate broker or agent has been involved in negotiations leading to the execution of this Agreement and that no other commission is owed to any other broker or agent as a result of the action of such party. Each party agrees to hold the other harmless from any loss, cost or charge (including reasonable attorneys' fees) arising from the assertion by any other broker or agent that any fee or commission is owed because of the acts or agreement of such party. The provisions of this Section shall survive the Closing and any cancellation or earlier termination of this Agreement.

14. Assignability. Purchaser shall have the right to assign this Agreement and its rights hereunder to any entity or person without Seller's prior written consent.

15. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given if delivered by hand, sent by recognized overnight courier (such as Federal Express), transmitted via facsimile transmission, or mailed by certified or registered mail return receipt requested, in a postage pre-paid envelope, and addressed as follows:

If to Seller:
Reimagine Ventures LLC
Attn: Mark C. Hermann
428 Maple Lane
Danville, VA 24541

With a copy to:
PLDR Law, PC
Attn: Steven P. Gould
P.O. Box 47
Danville, VA 24543

If to Purchaser:
Industrial Development Authority of Danville, Virginia
Attn: City Attorney's Office
P.O. Box 3300
Danville, VA 24541

With a copy to:
Danville Office of Economic Development & Tourism
Attn: Corrie Bobe, Director
P.O. Box 3300
Danville, VA 24541

Notices personally delivered or sent by overnight courier shall be deemed given on the date of receipt, notices sent via electronic mail or facsimile transmission shall be deemed given upon transmission, and notices sent via certified mail in accordance with the foregoing shall be deemed given when deposited in the U.S. Mails.

16. Eminent Domain. If, prior to Closing, the Property or any material portion thereof is taken by eminent domain, Seller shall promptly notify Purchaser and Purchaser shall have the option of either: (i) canceling this Agreement by delivery of written notice to Seller and both parties shall be relieved of all further obligations under this Agreement; or (ii) Purchaser may proceed with the Closing, whereupon Purchaser shall be entitled to and Seller shall assign to Purchaser all of Seller's interest in all condemnation payments, awards, and settlements applicable to the Property.

17. Miscellaneous.

(a) This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Virginia and, in the event of any litigation hereunder, the venue for any such litigation shall be the City of Danville, Virginia. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

(b) In the event any interpretation of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or reconstrued as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

(c) In the event of any litigation between the parties under this Agreement, each party shall be responsible for its own attorneys' fees and court costs through all trial and any appellate levels. The provisions of this subparagraph shall survive the Closing and any termination or cancellation of this Agreement.

(d) In construing this Agreement, the singular shall be deemed to include the plural, the plural shall be deemed to include the singular, the use of any gender shall include every other gender, and all captions and paragraph headings shall be discarded.

(e) All of the Exhibits to this Agreement are incorporated in and made a part of this Agreement.

(f) This Agreement constitutes the entire agreement between the parties for sale and purchase of the Property and supersedes any other agreement or understanding of the parties with respect to the matters herein contained. This Agreement may not be changed, altered, or modified except in writing signed by the party against whom enforcement of such a change would be sought. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

(g) The term "Effective Date" or such other similar term, shall mean the date on which Seller and Purchaser have executed and delivered this Agreement.

(h) The parties hereby agree that time is of the essence with respect to performance of each of the parties' obligations under this Agreement. The parties agree that in the event that any date on which performance is to occur falls on a Saturday, Sunday, or state or

national holiday, then the time for such performance shall be extended until the next business day thereafter occurring.

(i) This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, all of which shall be deemed to be one and the same instrument. Facsimile transmission signatures shall be deemed original signatures.

(j) The Seller shall repair any damage to the Property caused by the removal of Seller's Personal Property, ordinary wear and tear excepted.

WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

SELLER:
Reimagine Ventures LLC

By: _____
Name: Mark C. Hermann
Title: Manager

PURCHASER:
**Industrial Development Authority of
Danville, Virginia**

By: _____
Name: _____
Title: _____

Exhibit “A”

SEE NEXT PAGE



Industrial Development Authority

STAFF REPORT

DATE: November 12, 2025
TO: Industrial Development Authority
FROM: Corrie Bobe, Director of Economic Development and Tourism
RE: A resolution of the Industrial Development Authority of Danville, Virginia, authorizing and approving an agreement of purchase and sale between the Authority and River District Properties, LLC, a Virginia Limited Liability Company.

On November 1, 2021, the Industrial Development Authority (IDA) of Danville, Virginia entered into a Memorandum of Understanding with River District Properties, LLC and Cobbled Holdings LLC to pursue redevelopment plans for 297 and 305 Bridge Street. As part of the agreement, the IDA retained the right to repurchase one or both properties at the verified pre-development cost, including acquisition expenses. With redevelopment efforts discontinued, the IDA has elected to exercise this reverter clause. Staff now seeks approval of the attached resolutions authorizing the purchase of both properties.

ATTACHMENTS

1. Res 2449- 305 Bridge Street from River District Properties LLC
2. IDA Standard Agreement of Purchase and Sale - 305 Bridge Street - Final - 10.29.2025

PRESENTED: November 12, 2025
ADOPTED: November 12, 2025

RESOLUTION NO. 2025 - _____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA, AUTHORIZING AND APPROVING AN AGREEMENT OF PURCHASE AND SALE BETWEEN THE AUTHORITY AND RIVER DISTRICT PROPERTIES, LLC, A VIRGINIA LIMITED LIABILITY COMPANY.

WHEREAS, River District Properties, LLC, (Seller) a Virginia Limited Liability Company, is the owner of certain parcels of real property containing approximately 0.9815 acres, more or less, further identified as 305 Bridge Street (Parcel #26478); and

WHEREAS, the Industrial Development Authority of Danville, Virginia desires to purchase the property from Seller, subject to the terms and conditions of an Agreement of Purchase and Sale, for a price totaling Three Hundred Sixty-Three Thousand Three Hundred Forty-Three and 00/100 dollars (\$363,343.00).

NOW THEREFORE IT BE RESOLVED, by the Industrial Development Authority of Danville, Virginia that it hereby authorizes and approves the Agreement of Purchase and Sale by and between River District Properties, LLC and the Industrial Development Authority of Danville, Virginia, substantially in the form attached hereto; and

BE IT FURTHER RESOLVED, that the IDA chairman or in his absence the Vice-Chairman is hereby authorized to execute said Agreement of Purchase and Sale and is further authorized to sign any other contracts or documents necessary to complete this transaction.

Approved:

Chairman

Attest:

Secretary

Approved as to
Form and Legal Sufficiency:

City Attorney

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE ("Agreement") is made and entered into this 12th day of November 2025, between RIVER DISTRICT PROPERTIES, LLC (VA SCC Entity ID # S3837053), whose address is 428 Maple Lane, Danville, Virginia (hereinafter called "Seller"), and Industrial Development Authority of Danville, Virginia, a political subdivision of the Commonwealth of Virginia, whose address is P.O. Box 3300, Danville, VA 24543 (hereinafter called "Purchaser").

WITNESSETH:

WHEREAS, Seller is the owner of that certain parcel of real property containing approximately 0.9815 acres, more or less, further identified as 305 Bridge Street (Parcel No. 26478) along with all improvements, in the City of Danville, Virginia, more particularly described on Exhibit "A" attached hereto and incorporated herein (and shall hereinafter be referred to collectively as the "Property"); and

WHEREAS, Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Purchase and Sale. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property, together with (a) all rights, easements and privileges, appurtenances belonging and appertaining thereto, including, without limitation, all easements, rights of way or other interests in, on or under any lands, highways, alleys, streets, or rights of way abutting or adjoining the Property (b) all buildings and other improvements thereon, and (c) and any fixtures attached to the Property.

2. Purchase Price. (a) The purchase price ("Purchase Price") to be paid by Purchaser to Seller for the Property shall be Three Hundred Sixty-Three Thousand Three Hundred Forty-Three and no/100s dollars (\$363,343.00) to be paid by check or wire transfer in United States Currency.

(b) At "Closing," the Purchase Price payable by Purchaser to Seller shall be paid by cash, cashier's check or wire transfer to the third party engaged to close the transaction (the "Closing Agent").

3. Closing Agent and Deposit. The Closing Agent shall be named by the Seller ten (10) business days prior to the Closing Date. No deposit is required as a part of this sale.

4. Representations and Warranties of Seller. Seller, to induce Purchaser to enter into this Agreement and to complete Closing, makes the following representations and warranties to Purchaser, which representations and warranties are true and correct as of the date of this Agreement, and shall be true and correct at and as of the Closing Date, as such term is defined in Section 12 below and used throughout this Agreement, in all respects as though such representations and warranties were made both at and as of the date of this Agreement, and at and as of the Closing Date:

(a) There is no action, suit, or proceeding pending or, to the knowledge of Seller, threatened against or affecting the Property or any portion thereof.

(b) Seller has not received any written notice of any condemnation proceeding or other proceedings in the nature of eminent domain ("Taking") which is currently pending in connection with the Property, and to Seller's knowledge no Taking has been threatened.

(c) Seller represents to the best of its knowledge that the Property is free and clear of any hazardous materials, waste or other contamination and that there are no underground storage tanks located on the Property.

(d) Seller is and on the Closing Date shall have full power and authority to enter into and perform this Agreement and all documents, instruments and contracts entered into or to be entered into by it pursuant to this Agreement and to carry out the transactions contemplated hereby. This Agreement is, and all documents to be executed by Seller and delivered to Purchaser at the Closing will be on the Closing Date, duly authorized, executed and delivered by Seller and all consents and approvals of third parties have been obtained. This Agreement is, and all documents to be executed by Seller and delivered to Purchaser at the Closing will be the legal, valid, and binding obligations of Seller; enforceable in accordance with their respective terms; and will not violate any provisions of any agreement, judicial order, or any other thing to which Seller is a party or to or by which Seller or the Property is subject or bound.

(e) The Property is not subject to any roll back tax or any similar tax related to the discontinuance of any use to which the Property has been put.

(f) Seller has not received any notice or notices of violation (or claimed violations) of any law, ordinance, order, statute, rule, or regulation or any complaints, order, citation, or notice with regard to, affecting, or relating to the Property.

(g) No tax appeals are currently pending with respect to the Property.

(h) Seller has not entered into any presently effective contract regarding the sale, conveyance, transfer, or disposition of the Property (except for this Agreement). Seller has not granted to anyone and no one possesses any option to purchase or right of first refusal to purchase the Property. Seller has not entered into any occupancy agreement, lease, or the like with respect to, and no one has any right to use or occupy, the Property. Seller shall not enter into any other lease prior to Closing unless such lease is consented to by Purchaser prior to its execution.

With the exception of the warranties contained above and the warranty of title set forth in Section 12(a)(i) below, Seller makes no representations or warranties regarding the Property, including, but not limited to, warranties of fitness for a particular purpose. The Property is being sold AS IS – WHERE IS – WITH ALL FAULTS.

5. Inspections. (a) Seller and Purchaser hereby acknowledge that as of the date of the execution of this Agreement, Purchaser has not yet had an opportunity to fully review and evaluate this transaction. If on or before 5:00 p.m. (Eastern Standard Time) on a date which is sixty (60) days from the Date of this agreement (“Inspection Completion Date”), Purchaser determines, in its sole and absolute discretion, that Purchaser does not desire to purchase the Property, then Purchaser shall have the right to give written notice to Seller electing to terminate this Agreement, provided such notice is delivered to Seller prior to 5:00 p.m. (Eastern Standard Time) on the Inspection Completion Date. In the event such notice of termination is delivered on or before 5:00 p.m. (Eastern Standard Time) on the Inspection Completion Date, and the parties shall be released from all further obligations each to the other under this Agreement. In the event that the Purchaser does not terminate this Agreement as set forth in this Section 5, then Purchaser’s right to terminate this Agreement shall be deemed waived by Purchaser.

(b) Upon reasonable prior notice to Seller, Purchaser, its agents, employees, and representatives shall have access to the Property at all reasonable times to inspect the Property and to conduct reasonable tests thereon including, but not limited to, soil and groundwater borings and hazardous waste studies, and to make such other examinations with respect thereto as Purchaser, its counsel, licensed engineers, surveyors, or other representative(s) may deem reasonably necessary. Seller reserves the right to be present, or have its agent or representative present, during Purchaser’s investigations of the Property. Any tests, examinations, or inspections of the Property by Purchaser and all costs and expenses in connection with Purchaser’s inspection of the Property shall be at the sole cost of Purchaser and shall be performed in a manner not to unreasonably interfere with the Seller’s ownership of the Property. Further, Purchaser shall be responsible for any and all damage caused by such inspections, examinations, testing, and disposal of all waste produced at the Property as a result of such investigations and shall sign, as generator, all forms necessary for such disposal. Purchaser shall immediately remove any lien of any type which attaches to the Property by virtue of any of such inspections, examinations or tests. Upon completion of any such inspection, examination, or test, Purchaser shall restore any damage to the Property caused by such inspection, examination, or test.

(c) Within forty-five (45) days of the Date of this Agreement, Purchaser may obtain, at its sole option and at its sole cost and expense, a title insurance commitment (“Commitment”) issued by the Closing Agent covering the Property, a survey (the “Survey”) of the Property, dated subsequent to the date hereof, prepared by a licensed surveyor or Registered Professional authorized to do business in the Commonwealth of Virginia, and an Environmental Site Assessment (“Environmental Assessment”) dated subsequent to the date hereof.

(d) Purchaser shall review the Commitment, the Survey and the Environmental Assessment and shall, within sixty (60) days of the Date of this Agreement, notify Seller in writing (“Objection Notice”) of any matters (“Defects”) evidenced by the Commitment, the Survey, or the

Environmental Assessment that adversely affect the marketability of the Property. Any such matters not specified as Defects in the Objection Notice or any Defects waived (or deemed waived) by Purchaser pursuant to the terms hereof shall be deemed Acceptable Exceptions. Upon receipt of the Objection Notice, Seller may, but shall not be obligated to, cure such Defects. In the event that Seller is unwilling or unable to cure any Defect(s) on or before the Inspection Completion Date (“Cure Period”), Seller shall notify Purchaser in writing then Purchaser, at Purchaser’s option, may within ten (10) days thereof: (i) elect to accept title to the Property subject to the Defects without any adjustment to the Purchase Price (in which event the remaining Defects shall be deemed Acceptable Exceptions); or (ii) terminate this Agreement by written notice thereof to Seller, whereupon this Agreement shall be terminated, and both parties shall thereafter be released from all further obligations hereunder. In the event Purchaser fails to elect to terminate the Agreement as provided above within such 5-day period, Purchaser shall be deemed to have elected clause (i) above.

If Seller notifies Purchaser that it intends to take action to effectuate the removal of the objected to exceptions, then Seller shall be obligated to take all action of which it advised Purchaser in the Response Notice that it would take.

(e) The provisions of this Section shall survive any termination of this Agreement.

6. Environmental Studies and Soil Tests. Purchaser acknowledges that prior to the Closing Date, Purchaser may conduct any environmental and soils tests with respect to the Property which Purchaser may deem necessary or advisable, and Purchaser shall rely upon such tests as well as Seller’s Representations and Warranties contained in section four (4) above, in electing whether or not to purchase the Property.

7. Covenants by Seller. Between the date hereof and the Closing, Seller agrees that:

(a) Seller will maintain the Property in the same condition as it is on the date of this Agreement (reasonable wear and tear excepted);

(b) Seller will not, by reason of any action or omission of Seller, cause or permit any representation or warranty to become not true, incorrect, or inaccurate;

(c) Seller shall perform any and all material obligations with respect to the Property under all easements, covenants, restrictions, and contracts of record;

(d) Seller will promptly give notice to Purchaser of every threatened or actual litigation, whether or not covered by insurance against or relating to the Property (including, without limitation, the sale thereof to Purchaser) or any portion thereof between the date of this Agreement and the Closing;

(e) Seller will not, without the prior written consent of Purchaser, apply for, consent to or process any applications for zoning, re-zoning, variances, site plan approvals, subdivision approvals, or development with respect to the Property or any portion thereof;

(f) Seller will not, without the prior written consent of Purchaser, grant any rights or other privileges in or with respect to the Property or any portion thereof or grant, or consent to or waive the right to object to, any easements, covenants, or restrictions affecting all or any portion of the Property;

(g) Seller will not enter into or modify any mortgages, operating agreements, ground leases, space leases, or other agreements or encumbrances with respect to or affecting the Property or any portion thereof;

(h) Seller shall compile all non-privileged documents in its possession related to the history, nature, condition, description, or maintenance of the Property, including, but not limited to, any and all structures that exist on the Property, so that such documents may be transferred to Purchaser on or before Closing (unless a different timetable is agreed upon separately in writing by the parties); and

(i) Seller will promptly notify Purchaser if it discovers, determines, or is notified that any warranty or representation made by Seller hereunder is not (or is no longer) true.

8. Seller's Defaults; Purchaser's Remedies. In the event that Seller shall be in material default hereunder for any reason other than Purchaser's default, Purchaser may deliver a written notice to Seller stating with particularity the alleged default of Seller, the action required by Seller to cure such default, and Purchaser's intent to exercise its remedies provided below if the default is not cured. Seller shall have five (5) business days after receipt of such notice to cure the alleged default to Purchaser's reasonable satisfaction (and the Closing Date shall be delayed, if necessary, until the end of such five (5) business day period). In the event such default is not cured within such five (5) business day period, then Purchaser may elect, as its sole and exclusive remedy, for such default, to terminate this Agreement by written notice to Purchaser and the Closing Agent at which time the deposit shall be returned to the Purchaser. Purchaser hereby expressly waives its rights to seek damages in the event of Seller's default hereunder.

9. Purchaser's Default; Seller's Remedies. In the event that Purchaser shall be in default hereunder for any reason other than Seller's default, Seller may deliver a written notice to Purchaser stating with particularity the alleged default of Purchaser, the action required by Purchaser to cure such default, and Seller's intent to terminate this Agreement if the default is not cured. Purchaser shall have five (5) business days after receipt of such notice to cure the alleged default to Seller's reasonable satisfaction (and the Closing Date shall be delayed, if necessary, until the end of such five (5) business day period). In the event such default is not cured within such five (5) business day period, then Seller may, as Seller's sole and exclusive remedy for such default, terminate this Agreement by written notice to Purchaser and the Closing Agent. Seller hereby expressly waives its rights to seek damages in the event of Purchaser's default hereunder.

10. Prorations. At Closing, real estate taxes, assessments and all other items of income and expense shall be prorated as of the Closing Date. Any assessments for prior years due to change in land usage or ownership, including, without limitation, rollback taxes, shall be the sole responsibility of Seller. The terms and provisions of this Section shall survive Closing.

11. Closing Costs. (a) Seller shall be responsible for the (i) costs of preparing the Deed (as hereinafter defined) and (ii) the Grantor's Tax on the Deed, if any.

(b) Purchaser shall be responsible for (i) the cost to obtain a commitment for owner's title insurance (the "Commitment"), (ii) all premiums and other charges on the owner's title policy issued to Purchaser pursuant to the Commitment (the "Title Policy") and any endorsements to the Title Policy, (iii) all documentary stamps taxes and transfer taxes on the Deed, with the exception of the Grantor's Tax, (iv) documentary stamps and intangible costs on any deed of trust and notes, and (v) the recording costs on the Deed.

(c) Each party shall be responsible for payment of its own legal fees.

12. Closing. The "Closing" shall be held no later than December 17, 2025, unless otherwise agreed upon by the parties to this Agreement (the "Closing Date"). It is expressly agreed by Seller and Purchaser that time is of the essence with respect to the parties' obligations to close this transaction on the Closing Date. For the avoidance of doubt, Seller and Purchaser acknowledge that any adjournment of the Closing Date pursuant to any right of adjournment granted hereunder, then time shall be of the essence with respect to Seller's and Purchaser's obligation to close this transaction on such adjourned Closing Date.

(a) At Closing, Seller shall cause to be executed and delivered to Purchaser the following documents with respect to the Property being conveyed:

(i) A special warranty deed ("Deed") subject only to the acceptable exceptions identified in Purchaser's title insurance policy;

(ii) A non-foreign affidavit in a form reasonably acceptable to Purchaser;

(iii) Such other documents that the Closing Agent may reasonably require in connection with the issuance of the owner's policy to Purchaser, including, but not limited to, such affidavits required for deletion of the parties in possession and mechanics' lien exceptions appearing on an owner's title insurance policy; and

(b) At Closing, Purchaser shall deliver the Purchase Price (subject to prorations and adjustments as may be agreed upon by the parties to this Agreement).

(c) At Closing, Seller and Purchaser shall each execute counterpart closing statements in a customary form, and such other documents required by the Closing Agent that are reasonably necessary to consummate Closing.

(d) At Closing, both parties shall pay their respective costs by wire transfer or by cashier's check drawn on a bank reasonably acceptable to Closing Agent.

13. Brokers. Each party warrants and represents to the other that no real estate broker or agent has been involved in negotiations leading to the execution of this Agreement and that no other commission is owed to any other broker or agent as a result of the action of such party. Each party agrees to hold the other harmless from any loss, cost or charge (including reasonable attorneys' fees) arising from the assertion by any other broker or agent that any fee or commission is owed because of the acts or agreement of such party. The provisions of this Section shall survive the Closing and any cancellation or earlier termination of this Agreement.

14. Assignability. Purchaser shall have the right to assign this Agreement and its rights hereunder to any entity or person without Seller's prior written consent.

15. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given if delivered by hand, sent by recognized overnight courier (such as Federal Express), transmitted via facsimile transmission, or mailed by certified or registered mail return receipt requested, in a postage pre-paid envelope, and addressed as follows:

If to Seller:
Reimagine Ventures LLC
Attn: Mark C. Hermann
428 Maple Lane
Danville, VA 24541

With a copy to:
PLDR Law, PC
Attn: Steven P. Gould
P.O. Box 47
Danville, VA 24543

If to Purchaser:
Industrial Development Authority of Danville, Virginia
Attn: City Attorney's Office
P.O. Box 3300
Danville, VA 24541

With a copy to:
Danville Office of Economic Development & Tourism
Attn: Corrie Bobe, Director
P.O. Box 3300
Danville, VA 24541

Notices personally delivered or sent by overnight courier shall be deemed given on the date of receipt, notices sent via electronic mail or facsimile transmission shall be deemed given upon transmission, and notices sent via certified mail in accordance with the foregoing shall be deemed given when deposited in the U.S. Mails.

16. Eminent Domain. If, prior to Closing, the Property or any material portion thereof is taken by eminent domain, Seller shall promptly notify Purchaser and Purchaser shall have the option of either: (i) canceling this Agreement by delivery of written notice to Seller and both parties shall be relieved of all further obligations under this Agreement; or (ii) Purchaser may proceed with the Closing, whereupon Purchaser shall be entitled to and Seller shall assign to Purchaser all of Seller's interest in all condemnation payments, awards, and settlements applicable to the Property.

17. Miscellaneous.

(a) This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Virginia and, in the event of any litigation hereunder, the venue for any such litigation shall be the City of Danville, Virginia. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

(b) In the event any interpretation of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or reconstrued as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

(c) In the event of any litigation between the parties under this Agreement, each party shall be responsible for its own attorneys' fees and court costs through all trial and any appellate levels. The provisions of this subparagraph shall survive the Closing and any termination or cancellation of this Agreement.

(d) In construing this Agreement, the singular shall be deemed to include the plural, the plural shall be deemed to include the singular, the use of any gender shall include every other gender, and all captions and paragraph headings shall be discarded.

(e) All of the Exhibits to this Agreement are incorporated in and made a part of this Agreement.

(f) This Agreement constitutes the entire agreement between the parties for sale and purchase of the Property and supersedes any other agreement or understanding of the parties with respect to the matters herein contained. This Agreement may not be changed, altered, or modified except in writing signed by the party against whom enforcement of such a change would be sought. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

(g) The term "Effective Date" or such other similar term, shall mean the date on which Seller and Purchaser have executed and delivered this Agreement.

(h) The parties hereby agree that time is of the essence with respect to performance of each of the parties' obligations under this Agreement. The parties agree that in the event that any date on which performance is to occur falls on a Saturday, Sunday, or state or

national holiday, then the time for such performance shall be extended until the next business day thereafter occurring.

(i) This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, all of which shall be deemed to be one and the same instrument. Facsimile transmission signatures shall be deemed original signatures.

(j) The Seller shall repair any damage to the Property caused by the removal of Seller's Personal Property, ordinary wear and tear excepted.

WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

SELLER:
River District Properties, LLC

By: _____
Name: Mark C. Hermann
Title: Manager

PURCHASER:
**Industrial Development Authority of
Danville, Virginia**

By: _____
Name: _____
Title: _____

Exhibit “A”

SEE NEXT PAGE



Industrial Development Authority

STAFF REPORT

DATE: November 12, 2025
TO: Industrial Development Authority
FROM: Corrie Bobe, Director of Economic Development and Tourism
RE: Action by unanimous written consent of the Members and Manager of 424 Memorial Drive Managing Member, LLC

Staff is seeking the approval from the members and manager of 424 Memorial Drive Managing Member, LLC to unanimously consent to authorize 424 Memorial Drive, LLC to cause White Mill Shell & Commercial, LLC to enter into a \$2.1 million loan agreement with Atlantic Union Bank for tenant improvements at Unit 1 of 424 Memorial Drive. This is gap financing that will be paid back once the project receives historic tax credit equity.

ATTACHMENTS

1. Res 2450 - Action of 424 Memorial Drive Managing Member LLC
2. TAC - Atlantic Union Bank, -Action by Unanimous Written Consent of the Members and manager

PRESENTED: November 12, 2025

ADOPTED: November 12, 2025

RESOLUTION NO. 2025-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING AN ACTION BY UNANIMOUS WRITTEN CONSENT OF THE MEMBERS AND MANAGER OF 424 MEMORIAL DRIVE MANAGING MEMBER, LLC

NOW THEREFORE, BE IT RESOLVED, that the Industrial Development Authority of Danville, Virginia approves and authorizes an action by unanimous written consent of the members and manager of 424 Memorial Drive Managing Member, LLC, as attached hereto and made a part hereof as if fully set out herein; and

BE IT FURTHER RESOLVED, that the Chairman, or in his absence any Officer, be, and hereby is, authorized to execute any and all documents necessary to complete this action.

Approved:

Chairman

Attest:

Secretary

Approved as to
Form and Legal Sufficiency:

City Attorney

**ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE MEMBERS AND MANAGER OF
424 MEMORIAL DRIVE MANAGING MEMBER, LLC**

THE UNDERSIGNED, being all the Members and the Manager of 424 MEMORIAL DRIVE MANAGING MEMBER, LLC, a Virginia limited liability company (the “Company”) pursuant to the provisions of the Virginia Limited Liability Company Law (the “Act”) and the Operating Agreement of the Company dated December 15, 2022 (the “Operating Agreement”) does hereby: (i) consent to taking action on the following resolutions without a meeting, (ii) indicate the vote of the undersigned in favor of such resolutions, and (iii) direct that this consent be filed with the minutes of the proceedings of the Company on October 28, 2025.

WHEREAS, 424 Memorial Drive, LLC, a Virginia limited liability company (“424 LLC”), is the sole member of White Mill Shell & Commercial, LLC, a Virginia limited liability company (“Unit 1 Owner”); and

WHEREAS, the Company, as the manager, sometimes also referred to as the managing member, of 424 LLC, desires to authorize 424 LLC to cause Unit 1 Owner to enter into a loan agreement with Atlantic Union Bank, a Virginia banking corporation (“Lender”), for the principal amount of approximately \$2,100,000.00, to complete certain tenant build-outs and fit-outs of Unit 1 of that certain property located at 424 Memorial Drive, Danville, Virginia 24151, as more particularly described in the Loan Agreement by and among Unit 1 and the Lender (the “Loan Agreement”)

WHEREAS, in connection with the Loan Agreement, the Company recommends 424 LLC cause Unit Owner to enter into a Multiple Disbursement Term Note for the benefit of Lender (the “Note”), and all other agreements, instruments, documents and certificates now or hereafter required to be executed by or on behalf of Unit 1 Owner as contemplated by the Loan Agreement (such documents, collectively with the Loan Agreement and the Note, the “Loan Documents”).

NOW, THEREFORE, BE IT RESOLVED, that any and all notice to take any action in adopting the following resolutions is hereby waived by the undersigned pursuant to the Act and the Operating Agreement; and be it further

RESOLVED, that the form, terms and provisions of the Loan Documents be, and the same hereby are, authorized and approved in all respects; and be it further

RESOLVED, that the Company, being the manager, sometimes also referred to as the managing member, of 424 LLC, being the sole member of Unit 1 Owner, is hereby, authorized to cause Unit 1 Owner to execute, deliver and perform in the name of and on behalf of Unit 1 Owner, the Loan Documents and all other documents, agreements, instruments and certificates to be executed by Unit 1 Owner in connection with the Loan Agreement, which instruments shall contain such terms and conditions as may be approved by 424 LLC, such approval to be conclusively presumed from the fact of execution thereof; and be it further

RESOLVED, that either one of (a) Joseph M. Alexander, acting alone in his capacity as the President of The Alexander Company, Inc.; or (b) Nicolas P. Alexander, acting alone

in his capacity as Vice President of The Alexander Company, Inc., as Manager of the Company, is hereby authorized and empowered to execute and deliver in the name of and on behalf of the Company any and all documents, instruments, agreements or certificates of any kind or nature whatsoever and to take from time to time any actions that the Manager determines in its discretion to be appropriate to accept and effectuate the terms and obligations of the Loan Documents; and be it further

RESOLVED, any and all lawful actions heretofore taken by the Manager, by Joseph M. Alexander, Nicolas P. Alexander, or any other authorized agents of the Company to effectuate the actions authorized by the foregoing resolutions or otherwise in furtherance of the actions authorized by the foregoing resolutions are hereby approved, ratified and confirmed in all respects.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Members and Manager have executed this Action by Unanimous Written Consent as of the day and year first set forth above.

MEMBERS:

THE ALEXANDER COMPANY, INC.

By: _____
Joseph M. Alexander, President

IDA DANVILLE MANAGER, LLC,

By: Industrial Development Authority of Danville,
Virginia, its Managing Member

By: _____
T. Neal Morris, Chairman

David G. Vos

MANAGER:

THE ALEXANDER COMPANY, INC.

By: _____
Joseph M. Alexander, President



Industrial Development Authority

STAFF REPORT

DATE: November 12, 2025
TO: Industrial Development Authority
FROM: Kelvin Perry, Assistant Director of Economic Development and Tourism
RE: A resolution authorizing and approving the refinancing of IDA-owned property located at 206-208 North Union Street, Danville Virginia.

On December 18, 2020, the Industrial Development Authority (IDA) secured financing through American National Bank, to support the renovation of its property located at 206–208 North Union Street in Danville, Virginia. The original loan amount was \$1,328,000, with a final maturity date of January 18, 2026. The current outstanding balance is approximately \$653,249.70. Staff has solicited refinancing proposals and is recommending approval based on the term sheet (attached), offered by First National Bank.

ATTACHMENTS

1. Res 2451 -206-208 N Union Loan Refinance- FNB
2. Term Sheet 10-2-25 \$653m Danville IDA for 206-208 N Union St

PRESENTED: November 12, 2025

ADOPTED: November 12, 2025

RESOLUTION NO. 2025-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING THE REFINANCING OF A LOAN WITH FIRST NATIONAL BANK IN AN AMOUNT NOT TO EXCEED \$675,000.00 FOR REAL PROPERTY LOCATED AT 206-208 N.UNION STREET DANVILLE, VIRGINIA

NOW THEREFORE, BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia that it approves and authorizes the refinancing of a loan with First National Bank in an amount not to exceed Six Hundred Seventy-Five Thousand dollars and 00/100 (\$675,000.00) per the term sheet attached hereto; and

BE IT FURTHER RESOLVED, that the Chairman, or in his absence any Officer, be, and hereby is, authorized to execute any and all documents necessary for the term sheet and Commitment Letter and such other documents as needed to complete this transaction.

Approved:

Chairman

Attest:

Secretary

Approved as to
Form and Legal Sufficiency:

City Attorney



Industrial Development Authority of Danville
TERM SHEET
October 2, 2025
(For discussion purposes only)

- Borrower:** Industrial Development Authority of Danville
- Amount:** approximately \$653,249.70
- Purpose:** Provide funding for refinance of 206-208 N. Union St., Danville, VA 24541. Parcel #'s 24488.
- Loan Type:** Commercial Term Loan
- Loan Term:** 15 years
- Repayment:** On demand, otherwise 60 monthly principal and interest payments with a balloon payment on the 60th month.
- Collateral:** 1st D/T and AOR on 206-208 N. Union St., Danville, VA 24541. Parcel #'s 24488.
Appraisal required with LTV not to exceed 80%
- Interest Rate:** 6.25% fixed for 60 months.
- Loan Fee:** 0.50% of loan amount
- Prepayment Penalties:** 1% if the loan is refinanced through another Bank; no prepayment penalty for paying the loan down / out with company cash flow.

Guarantors: N/A

Financial

Reporting: Borrower to provide updated financial information on an annual basis.

Other: Loan documents are to be approved by the Bank and executed properly.

Other usual and customary requirements for loans of this type.

All costs incidental to the granting of this loan shall be borne by the borrower.

Deposit

Account: Maintain a Deposit Account with First National Bank.

Expiration: The Terms and Conditions discussed herein shall expire on December 1, 2025.

Disclaimer

This Term Sheet is presented to the above-referenced borrower in connection with a credit facility proposed by First National Bank. This Term Sheet describes some of the basic terms proposed to be included in loan documents between the Bank and the borrower. This Term Sheet is for discussion purposes only and is not a commitment, nor does it purport to summarize all of the conditions, covenants, representations, warranties, events of default or other provisions that may be contained in documents required to consummate this financing. The terms are subject to standard credit underwriting and approval and to negotiation and execution of loan documents in form and substance satisfactory to the Bank and its counsel.

This Term Sheet is confidential and may not be disclosed to third parties without prior consent of the Bank.