

Danville-Pittsylvania Regional Industrial Facility Authority

**City of Danville, Virginia
County of Pittsylvania, Virginia**

SPECIAL MEETING AGENDA

August 25, 2021

8:00 A.M.

**Institute for Advanced Learning and Research
150 Slayton Avenue, Room 206
Danville, Virginia**

County of Pittsylvania Members

**Ronald S. Scarce, Vice Chairman
Robert W. Warren
Vic Ingram, Alternate**

City of Danville Members

**Sherman M. Saunders, Chairman
J. Lee Vogler, Jr.
Dr. Gary P. Miller, Alternate**

Staff

**Kenneth F. Larking, City Manager, Danville
David M. Smitherman, Pittsylvania County Administrator
Christian & Barton, LLP, Legal Counsel to Authority
Susan M. DeMasi, Authority Secretary
Michael L. Adkins, Authority Treasurer**

Danville-Pittsylvania Regional Industrial Facility Authority

1. MEETING CALLED TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT PERIOD

Members of the public who desire to comment on a specific agenda item will be heard during this period. The Chairman/Vice Chairman of the Authority may restrict the number of speakers. Each speaker shall be limited to a total of three minutes for comments. *[Please note that the public comment period is not a question-and-answer session the public and the Authority]*

4. NEW BUSINESS

- A. Consideration of Resolution 2021-08-25-4A, approving the form of a Local Performance Agreement to be executed by the Authority and Others, where no previous public announcement has been made of the business or industry's interest in locating its facility in the Authority's Cane Creek Centre Industrial Park, under which agreement, the Authority would provide a Land Grant whose value is approximately \$2,067,650.00; would apply for and disburse certain State Grants and a State Loan; and would provide an Industrial Enhancement Grant of up to \$10,344,160.00, in the form of tax rebates of 70% for 10 consecutive years on Real Property Taxes, Machine and Tool Taxes, and Business Personal Property Taxes.

5. COMMUNICATIONS FROM:

- A. Authority Board Members
- B. Staff

6. ADJOURN

Danville-Pittsylvania Regional Industrial Facility Authority

Executive Summary

Agenda Item No.:	Item 4
Meeting Date:	08/25/2021
Subject:	Resolution 2021-08-25-4A Matthew D. Rowe, Director of Economic Development, Pittsylvania County,
From:	Corrie T. Bobe, Director of Economic Development, City of Danville, and Michael C. Guanzon, Legal Counsel to the Authority

SUMMARY

Attached for the Board's approval is Resolution 2021-08-25-4A, approving the form of a Local Performance Agreement.

ATTACHMENTS

Resolution
Exhibit A

Resolution No. 2021-08-25-4A Special Meeting

A RESOLUTION APPROVING THE FORM OF A LOCAL PERFORMANCE AGREEMENT TO BE EXECUTED BY THE AUTHORITY AND OTHERS, WHERE NO PREVIOUS PUBLIC ANNOUNCEMENT HAS BEEN MADE OF THE BUSINESS OR INDUSTRY’S INTEREST IN LOCATING ITS FACILITY IN THE AUTHORITY’S CANE CREEK CENTRE INDUSTRIAL PARK, UNDER WHICH AGREEMENT, THE AUTHORITY WOULD PROVIDE A LAND GRANT WHOSE VALUE IS APPROXIMATELY \$2,067,650.00; WOULD APPLY FOR AND DISBURSE CERTAIN STATE GRANTS AND A STATE LOAN; AND WOULD PROVIDE AN INDUSTRIAL ENHANCEMENT GRANT OF UP TO \$10,344,160.00, IN THE FORM OF TAX REBATES OF 70% FOR 10 CONSECUTIVE YEARS ON REAL PROPERTY TAXES, AND MACHINE AND TOOL TAXES, AND BUSINESS PERSONAL PROPERTY TAXES.

WHEREAS, the Danville-Pittsylvania Regional Industrial Facility Authority (the “**Authority**”) is a political subdivision of the Commonwealth of Virginia duly created pursuant to the Virginia Regional Industrial Facilities Act, as amended; and

WHEREAS, pursuant to paragraph 3 of Article VIII (“**Meetings**”) of the Authority’s Amended and Restated Bylaws, the Authority held its special meeting on August 25, 2021, duly called by the Chairman of the Authority at least three (3) business days before such meeting to discuss the subject matter of this Resolution and no other item of business; and

WHEREAS, as permitted by Sections 2.2-3711(A)(3), 2.2-3711(A)(5) and 2.2-3711(A)(40) of the Code of Virginia, 1950, as amended, the Authority, at the special meeting, (i) discussed the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Authority; (ii) discussed the location of a prospective business or industry in the Authority’s Cane Creek Centre Industrial Park (the “**Cane Creek Project**”), located in Pittsylvania County and Danville, Virginia, where no previous announcement has been made of the business’s or industry’s interest in locating its facility in the Cane Creek Project; and (iii) discussed and considered records excluded under Virginia Code § 2.2-3705.6(3) (including without limitation those certain confidential proprietary records voluntarily provided by private business pursuant to a promise of confidentiality from the Authority, and used by the Authority for business and trade development); and

WHEREAS, a certain corporation (the “**Company**”), that has been investigated by the Authority’s staff, has expressed an interest in locating and developing the Company’s manufacturing business (the “**Facility**”) in the Cane Creek Project; and

WHEREAS, the Authority’s Board of Directors (the “**Board**”) has determined that the location and operation of the Facility in the Cane Creek Project will add to the tax base of Pittsylvania County, Virginia, and the City of Danville, Virginia; and

WHEREAS, the Board has determined that it is in the best interests of the Authority and the citizens of Pittsylvania County and Danville, Virginia, for the Authority (i) to approve the

Resolution No. 2021-08-25-4A Special Meeting

form of that certain Local Performance Agreement substantially in the form attached hereto as **Exhibit A** and incorporated herein by this reference (the “**Local Performance Agreement**”), by and between the Authority, the Company and others, in the event that the Office of the Governor of the Commonwealth of Virginia makes an announcement about the Company’s identity and intention to establish a business in Virginia (the “**Governor’s Announcement**”); and (ii) to make such approval conditioned upon the Governor’s Announcement; and

WHEREAS, under the Local Performance Agreement, each of the Authority; the Industrial Development Authority of Pittsylvania County, Virginia; the Industrial Development Authority of Pittsylvania County, Virginia; the County of Pittsylvania, Virginia; and the City of Danville, Virginia, would agree to provide certain incentives to the Company in exchange for the Company meeting certain performance metrics within a four (4) year performance period; and

WHEREAS, the Authority, for its part under the Local Performance Agreement, would, among other things specified therein, provide a land grant whose value is approximately Two Million Sixty Seven Thousand Six Hundred Fifty and 00/100 Dollars (\$2,067,650.00); would apply for and disburse certain state grants and a state loan; and would provide an industrial enhancement grant of up to Ten Million Three Hundred Forty Four Thousand One Hundred Sixty and 00/100 Dollars (\$10,344,160.00), in the form of tax rebates of seventy percent (70%) for ten (10) consecutive years on real property taxes, and machine and tool taxes, and business personal property taxes.

NOW, THEREFORE, BE IT RESOLVED BY THE DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, THAT:

1. The Authority hereby approves the form of the Local Performance Agreement as set forth in **Exhibit A** and as reviewed at this meeting.
2. The Authority hereby authorizes the Chairman and the Vice Chairman of the Authority, either of whom may act independently of the other, to execute and to deliver, on behalf of the Authority, the Local Performance Agreement, but only after the Governor’s Announcement has been made.
3. The Authority further authorizes, effective after the Governor’s Announcement, those certain amendments, deletions or additions to the Local Performance Agreement as may be approved by the Chairman or the Vice Chairman, in consultation with the other, including without limitation the name of the Company and other business details of recruitment incentives that are to be provided by persons or entities, other than the Authority. The execution of the Local Performance Agreement by the Chairman (or Vice Chairman as the case may be) shall conclusively establish his approval of any amendments, deletions or additions thereto and his consultation with the Vice Chairman (or the Chairman as the case may be).
4. The Authority hereby directs that in the event the Governor’s Announcement occurs, the Local Performance Agreement, as then executed by the Chairman (or Vice Chairman as the case may be), shall be placed on the agenda for the September 13, 2021, regular meeting of the Authority.

Resolution No. 2021-08-25-4A Special Meeting

5. Contingent upon the occurrence of the Governor's Announcement, the Authority hereby authorizes and directs staff and other agents and representatives working on behalf of the Authority to take such actions and to do all such things as are contemplated by the Local Performance Agreement as may be executed and delivered by the Chairman (or Vice Chairman as the case may be), or as such staff, agents and representatives in their discretion deem necessary or appropriate in order to carry out the intent and purposes of these resolutions.

6. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to the Local Performance Agreement and the matters contemplated therein or related thereto, including without limitation any confidentiality agreement, letter of intent or other document related to the Local Performance Agreement dated on before the date of this Resolution is adopted.

7. This Resolution shall take effect immediately upon its adoption.

- # -

Resolution No. 2021-08-25-4A Special Meeting

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a special meeting duly called and held on August 25, 2021, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority as of the 25th day of August 2021.

SUSAN M. DeMASI, Secretary
Danville-Pittsylvania Regional Industrial Facility
Authority

(SEAL)

Resolution No. 2021-08-25-4A Special Meeting

Exhibit A
(Form of Local Performance Agreement)

Exhibit A

LOCAL PERFORMANCE AGREEMENT

THIS LOCAL PERFORMANCE AGREEMENT (this "**Agreement**"), made and entered into as of the ____ day of _____ 2021, by and among **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia ("**RIFA**"); the **COUNTY OF PITTSYLVANIA, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "**County**"); the **CITY OF DANVILLE, VIRGINIA**, a Virginia municipal corporation (the "**City**"); _____, a _____ corporation (the "**Company**") and _____, a _____ corporation;

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. - Recitals. The parties recite the following facts:

a. In order to stimulate economic growth and development of the community by creating jobs and infrastructure, RIFA, the County, and the City have agreed to provide incentives to new and expanding businesses that conduct industrial activity.

b. The _____ Company, an American-based firm headquartered in _____, is a _____.

c. The Company's subsidiary, _____ (the "**Subsidiary**"), has agreed to establish and to operate a _____ facility in Pittsylvania County, Virginia, to _____. The Subsidiary intends to construct a building containing approximately _____ square feet of space (the "**Building**"), to be situated on that certain lot fronting on _____, commonly known as Lot _____, Tax GPIN _____, containing approximately _____ acres of land ("**Lot** _____"), in RIFA's Cane Creek Centre Industrial Park, in Ringgold, Pittsylvania County, Virginia ("**Cane Creek**").

d. During the Performance Period defined below, the Subsidiary plans to make total capital investments in the Facility (as defined below) of at least _____ and 00/100 Dollars (\$_____.00) and to create _____ (_____) full-time jobs with an average yearly base wage of at least _____ and 00/100 Dollars (\$_____.00), as set forth in this Agreement.

e. Each of RIFA, the County and the City is willing to provide those certain incentives to the Company summarized in **Schedule 1(e)**, attached hereto and incorporated herein by this reference, provided that the Subsidiary satisfies certain criteria relating to employment projections and capital investment as described below.

f. Each of RIFA, the County and the City finds that the provisions of this Agreement and the commitments of the Company and the Subsidiary will promote the expansion of industry by inducing industrial development within Cane Creek, and that such development will promote the safety, health, welfare, convenience and prosperity of the citizens of the County and the City.

Section 2. - Definitions. For the purposes of this Agreement, the following terms shall have the following definitions:

- a. **"Affiliated Entity"** shall have the same meaning as in Section 2A below.
- b. **"Agreement"** shall mean this Local Performance Agreement and shall have the same meaning as set forth in the header paragraph.
- c. **"Building"** shall have the same meaning as that term in Section 1(c) above.
- d. **"Capital Investment"** means a capital expenditure by or on behalf of the Subsidiary in taxable real property, taxable tangible personal property, or both, at the Facility. A capital expenditure related to a leasehold interest in real property will be considered to be made **"on behalf of the Company"** if a lease between a developer and the Company or Subsidiary is a capital lease, or is an operating lease having a term of at least ten (10) years, and the real property would not have been constructed or improved but for the Company's interest in leasing some or all of the real property. Only the capital expenditures allocated to the portion of the real property to be leased by the Company will count as Capital Investment. The purchase or lease of furniture, fixtures, machinery and equipment, including under an operating lease, will qualify as Capital Investment hereunder.
- e. **"Cane Creek"** shall have the same meaning as that term in Section 1(c) above.
- f. *[Left intentionally blank.]*
- g. **"City"** shall have the same meaning as that term in the header paragraph of this Agreement.
- g-1. **"Closing"** shall have the same meaning as in Section 3(c) below.
- g-2. **"Commencement of the construction"** shall have the same meaning as in Section 3(d) below.

h. **"Company"** shall have the same meaning as that term in the header paragraph of this Agreement.

i. **"County"** shall have the same meaning as that term in the header paragraph of this Agreement.

j. **"Danville-Pittsylvania County Industrial Enhancement Grant"** shall have the same meaning as that term in Section 5(b) below.

k. **"Deed"** shall have the same meaning as that term in Section 3(a) below.

k-1. **"Donee"** shall have the same meaning as that term in Section 3(a) below.

l. **"Event of Default"** shall have the same meaning as that term in Section 8 below.

m. **"Event of Force Majeure"** shall mean without limitation, any of the following: acts of God; strikes, lockouts or other industrial disturbances; act of public enemies; orders of any kind of the government of the United States of America or of the Commonwealth of Virginia or any of their respective departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals not caused by the Company; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Company. Delays or failures to perform resulting from lack of funds shall not be deemed delays beyond the reasonable control of the Company, the Affiliated Entity or the Subsidiary.

n. **"Facility"** shall mean collectively Lot _____, the Building and all other improvements on Lot _____.

o. *[Left intentionally blank.]*

p. *[Left intentionally blank.]*

q. **"Government Party" or "Government Parties"** shall mean any one or more of RIFA, the County or the City.

r. **"Hazardous Materials"** shall mean and include, but shall not be limited to, any oil, petroleum product and any hazardous or toxic wastes or substances, any substances which because of their quantitative concentration, chemical, radioactive, flammable, explosive, infectious or other characteristics, constitute or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, including without limitation, asbestos (whether or not friable) and any asbestos containing materials, lead paint, waste oils, solvents and chlorinated oils, polychlorinated biphenals (PCB's),

toxic metals, pickling and plating wastes, explosives, reactive metals and compounds, pesticides, herbicides, radon gas, urea formaldehyde foam insulation, and chemical, biological and radioactive wastes, or any other similar materials which are included under or regulated by any applicable federal, state, or local law, rule or regulation (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental regulations or laws.

s. **"Inspection Period"** shall have the same meaning as in Section 3(b) below.

s-1. **"Investigations"** shall have the same meaning as in Section 3(b) below.

t. **"Lot _____"** shall have the same meaning as in Section 1(c) above.

u. **"Maintain"**, as it pertains to a New Job, shall mean that the New Job will continue without interruption from the date of creation through the Performance Date. Positions for the New Jobs will be treated as Maintained during periods in which such positions are not filled due to (i) temporary reductions in the Company's employment levels (so long as there is active recruitment for open positions), (ii) strikes and (iii) other temporary work stoppages not to exceed sixty (60) days.

v. **"New Job"** shall mean new permanent full-time employment position of an indefinite duration at the Facility for which the standard fringe benefits are provided by the Company for the employee, and for which the Company pays an overall average annual wage of at least _____ and 00/100 Dollars (\$_____.00), excluding standard fringe benefits. Each New Job must require a minimum of either (i) _____ (_____) hours of an employee's time per week for the entire normal year of the Company's operations, which "**normal year**" must consist of at least forty-eight (48) weeks, or (ii) _____ (_____) hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Commonwealth of Virginia, and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs.

w. *[Left intentionally blank.]*

x. **"Performance Date"** shall mean the date that is four (4) years after the date of this Agreement. Notwithstanding the foregoing, Company may request an extension for additional time in the event reasonable cause arises.

y. **"Performance Period"** shall mean that period of time commencing on the date of this Agreement and ending on the Performance Date.

z. **"Recruitment Documents"** shall mean any one or more of this Agreement, any and all performance grant agreements executed by the Company pertaining to State Grants and any other document(s) executed, at the request of RIFA, by the Company in connection with this

Agreement.

aa. **"RIFA"** shall have the same meaning as that term in the header paragraph of this Agreement.

aa-1. **"Security Note"** shall have the same meaning as in Section 3(d) below.

bb. **"State Grants"** shall mean the Tobacco Region Opportunity Fund Grant awarded by the Tobacco Commission (as defined below).

bb-1. **"Subsidiary"** shall mean _____, a _____ corporation and a subsidiary of the Company.

bb-2. **"Substantially complete the construction of the Building"** shall have the same meaning as in Section 3(c) below.

cc. **"Tobacco Commission"** shall mean the Virginia Tobacco Region Revitalization Commission, a political subdivision of the Commonwealth of Virginia, as created in Chapter 31 of Title 3.2 of the Code of Virginia, 1950, as amended.

Section 2A. – Domestication in Virginia; Establishment of an Affiliated Entity. Within ninety (90) days after the date of this Agreement, the Company shall either domesticate itself in the Commonwealth of Virginia or establish an affiliated entity controlled by the Company and domesticated under the laws of the Commonwealth of Virginia (the "**Affiliated Entity**"). The Affiliated Entity, if any, shall support the Subsidiary's operations at the Facility on such terms and conditions as the Subsidiary and the Affiliated Entity shall agree. Within thirty (30) days after such domestication, the Company shall cause the Affiliated Entity, if any, to execute a joinder certificate in the form reasonably satisfactory to RIFA's counsel, under which the Affiliated Entity joins this Agreement as a party and agrees to be bound by the same terms and conditions of this Agreement to the same extent as the Company is bound, without duplication. The Subsidiary and the Affiliated Entity, if any, shall be in good standing with the Virginia State Corporation Commission and authorized to transact business in Virginia throughout the balance of the Performance Period.

Section 3. - Transfer of Lot _____ to the Company.

a. Generally. Upon at least fifteen (15) days written notice from the Company to RIFA, RIFA shall transfer Lot _____ to the Company or the Subsidiary, "**AS IS**", "**WHERE IS**" and "**WITH ALL FAULTS**", and without limiting the preceding, specifically made subject to all easements, conditions, restrictions and agreements of record, but free and clear of any monetary liens. To exercise this right, the Company must give such notice within the first one hundred twenty (120) days of the Performance Period or this right shall automatically expire. The transfer shall be by special warranty deed of gift (the "**Deed**"), the form of which shall substantively include without limitation the provisions of Section 3(d)(i) below, as agreed upon

by legal counsel to the respective parties. RIFA shall pay any grantor's tax due with respect to the transfer to the Company or the Subsidiary. The Company shall pay the Virginia recordation tax on the special warranty deed, the Company's attorneys' fees, title insurance premiums and expenses and all other costs and expenses incurred by the Company in connection with the closing on Lot ____ (the "**Closing**"). Prepaid items shall be prorated. RIFA and the Company (and/or the Subsidiary, as the case may be) agree to execute and deliver to the other such documents as may be then legally necessary to carry out the terms of this Section 3 and complete the closing in accordance with the custom in the Commonwealth of Virginia for commercial real property transactions.

b. Pre-Closing Access to Lot ____. Beginning on the date of this Agreement, and ending on a date that is ninety (90) days thereafter (the "**Inspection Period**"), the Company and/or the Subsidiary (individually and collectively, the "**Donee**"), its agents, employees, representatives and contractors, at the Donee's sole cost and expense, shall have the right to enter upon Lot ____ to perform such tests, inspections and examinations of Lot ____ as the Donee deems advisable (collectively, the "**Investigations**"), including all matters of survey, flood plain of Lot ____, the availability of utilities, zoning and building code and other applicable governmental regulation compliance in connection with Lot ____ and the use thereof. Without limiting the foregoing, the Donee shall have the right to conduct any environmental testing and inspection of Lot ____ that the Donee deems advisable during the Inspection Period, including without limitation any testing or examination for the presence in, on, or under the Property of any Hazardous Materials (as defined in Section 2(r) above), which tests and inspections shall be included within the definition of "**Investigations**". For such purposes, the Donee, its agents, employees, representatives and contractors, may enter upon Lot ____ upon giving notice to RIFA staff (which may be by e-mail) and do all things necessary in connection therewith, provided they do not materially damage Lot ____ and provided that should the Closing not occur, Lot ____ is promptly restored to the condition that existed prior to such Investigations. The Company shall indemnify, defend, and hold harmless RIFA, its directors, employees and agents from and against all cost, loss, damage and expense, including without limitation reasonable attorneys' fees and claims and/or damages arising out of the Donee's, its agents', employees', representatives', or contractors' activities upon Lot ____ pursuant to this Section 3(b). In the event that the Company does not timely exercise its right to receive Lot ____ as set forth in Section 3(a) above, the Donee shall promptly furnish to RIFA, at no expense to RIFA, and without warranty as to their contents or the completeness of the disclosure, copies of any and all third party inspection reports received by the Donee that are not proprietary information related to any Investigations performed on Lot _____. For the purposes hereof, the physical condition of Lot ____, or the title to Lot ____ shall not be deemed proprietary to the Donee.

c. Construction of the Building. At its expense, the Subsidiary (i) shall cause the commencement of the construction of the Building within one (1) year after the date of the Closing and (ii) shall substantially complete the construction of the Building within three (3) years after the date of the Closing. For purposes of this Section 3, "**substantially complete the construction of the Building**" (or a phrase of similar import) shall mean that the Subsidiary can

occupy and use the Building for its intended purposes of _____ or that a temporary or permanent certificate of occupancy has been issued for the Building, whichever occurs first.

d. Failure to Construct the Building.

i. Reconveyance to RIFA. In the event that the commencement of the construction of the Building has not occurred within one (1) year after the date of the Closing, the Donee, at its sole expense, shall remove the improvements (if any) on Lot _____, shall substantially restore Lot _____ to its natural state existing as of the date of the Closing and the Donee shall convey, by special warranty deed, Lot _____ to RIFA, in its “as is” condition, but free and clear of any liens or any environmental condition requiring remediation. The phrase “**commencement of the construction**” means (A) plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained; (B) all necessary permits for construction pursuant to the plans therefor have been issued by all applicable governmental authorities; (C) a notice to proceed has been issued to the contractor; and (D) construction on substantial portions of the site development components (such as drainage, extensive grading or utilities) has commenced. The Donee shall pay any grantor’s tax due with respect to the transfer to RIFA. RIFA, if not tax exempt, shall pay the Virginia recordation tax on the special warranty deed to RIFA. Prepaid items shall be prorated. RIFA and the Donee agree to execute and deliver to the other such documents (or cause the same, as may be required) as may be then legally necessary to carry out the terms of this Section 3(d)(i) and to complete the reconveyance of Lot _____ in accordance with the custom in the Commonwealth of Virginia for commercial real property transactions.

ii. \$9.6M Non-Completion Fee. In the event that commencement of the construction (as defined in Section 3(d)(i)) has occurred, but the construction of the Building has not been substantially completed (as described in Section 3(c) above) within three (3) years after the date of the Closing, then within thirty (30) days after written demand by RIFA, the Subsidiary shall pay RIFA a Non-Completion Fee equal to Nine Million Six Hundred Thousand and 00/100 Dollars (\$9,600,000.00) for the Donee’s failure to substantially complete the construction of the Building as set forth in this Section 3. The obligation of the Subsidiary to pay the Non-Completion Fee shall be evidenced by a demand promissory note duly executed by the Subsidiary (the “**Security Note**”) and delivered to RIFA at the Closing, and shall be secured by an unconditional guaranty of the Company. The form of the Security Note and such guaranty by the Company shall be reasonably agreed upon by legal counsel of the respective parties. It is expressly agreed that that the Non-Completion Fee are liquidated damages and do not constitute a penalty and that the parties, having negotiated in good faith for such specific liquidated damages and having agreed that the amount of such liquidated damages is reasonable in light of the anticipated harm caused by the breach related thereto and the difficulties of proof of loss and inconvenience or infeasibility of obtaining any adequate remedy, are estopped from contesting the validity or enforceability of such liquidated damages.

Section 4. - Capital Investment and New Job Creation by the Company.

a. \$ _____ Capital Investment. On or before the Performance Date, the Company or the Subsidiary shall make Capital Investment in the minimum aggregate amount of _____ and 00/100 Dollars (\$ _____ .00) (approximately _____ 00/100 Dollars (\$ _____ .00) in real estate and construction, approximately _____ and 00/100 Dollars (\$ _____ .00) in new production-related machinery and tools, and approximately _____ and 00/100 Dollars (\$ _____ .00) in new furniture, fixtures and equipment to or for the Facility). Notwithstanding the foregoing, it shall not constitute an Event of Default under Section 8 below if the Company or the Subsidiary during the Performance Period shall make a Capital Investment of at least _____ and 00/100 Dollars (\$ _____ .00) on or before the Performance Date.

b. _____ New Jobs. The Company shall create and make available to employ _____ (_____) New Jobs on or before the Performance Date and shall Maintain these New Jobs until at least the Performance Date. Beginning _____ 1, 2023, on December 1 and June 1 of each year during the Performance Period, the Company shall produce and deliver to RIFA a New Jobs roster itemizing, at a minimum, each job created and the base pay (excluding fringe benefits), being provided and any other information pertaining to such New Job employees as may be reasonably requested by RIFA. The Company shall redact from the New Jobs roster any personally identifiable information of its employees. The Company hereby authorizes each of the County's Economic Development Director, the City's Economic Development Director and the RIFA Treasurer or his respective designees to obtain and to verify the information contained in the New Jobs roster from the Virginia Employment Commission. Notwithstanding the foregoing, it shall not constitute an Event of Default under Section 8 below if the Company during the Performance Period shall create and Maintain at least _____ (_____) New Jobs on or before the Performance Date.

c. Financial Report Balance Sheet. On December 1 and June 1 of each year during the Performance Period, the Company shall produce and deliver to RIFA a general financial report balance sheet on the status of the Company's business since the date of its opening of the Facility.

Section 5. - Funds Extended to or for the Company.

a. State Grant Applications. As part of the establishment of the Facility, RIFA or other Government Parties shall apply for and accept State Grants as follows:

i. Up to \$ _____ Tobacco Region Opportunity Fund
Grant and \$ _____ Tobacco Region Opportunity
Fund Interest-Free Loan. As a condition to and as a part of the

application for the Tobacco Region Opportunity Fund Grant and Tobacco Region Opportunity Fund Interest-Free Loan, RIFA and the Subsidiary shall enter into a performance grant agreement and loan agreement with the Tobacco Commission. If the applications for such grant and loan are approved, RIFA shall disburse the funds to the Subsidiary upon the satisfaction or achievement of certain performance metrics as set forth in such performance grant agreement and loan agreement. However, should the Tobacco Region Opportunity Fund Grant be advanced to the Subsidiary in the sole discretion of RIFA prior to the satisfaction or achievement of those performance metrics, this grant is subject to recapture by RIFA or any other Government Party in the event the Subsidiary fails to make the Capital Investment and/or create and Maintain the New Jobs on or before the Performance Date.

The Company shall reasonably cooperate with the Government Parties in connection with the applications for the State Grants, including without limitation providing financial information about the Company, the Subsidiary's planned Capital Investment, and the creation schedule of the New Jobs.

The Government Parties acknowledge that one or more advances of the State Grants could be made by RIFA or other Government Party applying for such grants, provided that the advanced disbursements are adequately secured in the sole and absolute determination of such applicant Government Party, in the event that the Subsidiary does not meet the performance metrics or other requirements for such State Grant.

b. \$10,344,160.00 Danville-Pittsylvania County Industrial Enhancement Grant. RIFA shall pay to or for the Subsidiary a Danville-Pittsylvania County Industrial Enhancement Grant in the amount of up to Ten Million Three Hundred Forty Four Thousand One Hundred Sixty and 00/100 Dollars (\$10,344,160.00) ("**Danville-Pittsylvania County Industrial Enhancement Grant**") in the form of tax rebates of seventy percent (70%) for ten (10) consecutive years on real property taxes, and machine and tool taxes, and business personal property taxes (furniture, fixtures, and equipment). After this grant is disbursed, this grant is subject to recapture by RIFA in the event the Subsidiary fails to make the Capital Investment and/or create and Maintain the New Jobs on or before the Performance Date.

c. \$ _____ Danville-Pittsylvania County Enterprise Zone Jobs Grant. The City and the County acknowledge that under the City-County's Enterprise Zone program, the Capital Investment for the Facility and creation of New Jobs as contemplated in this Agreement could qualify for _____ and 00/100 Dollars (\$_____.00) in value in the form of one-time cash payments of approximately _____ and 00/100 Dollars (\$_____.00) per job. In the event the New Jobs creation goal is exceeded during the Performance Period, the Subsidiary could qualify for additional cash payments as provided by the City-County's Enterprise Zone program. The City and the County shall disburse such grant according to the terms and

conditions of their Enterprise Zone program. After this grant is disbursed, this grant is not subject to recapture by the City, the County or any other Government Party in the event the Subsidiary fails to make the Capital Investment and/or create and Maintain the New Jobs on or before the Performance Date.

d. Waiver of Building Zoning and Land Disturbance Permit Fees and Water & Sewer Connection Fees: Value of \$ _____ .00. The County will waive _____ percent (_____ %) of the cost of building zoning and land disturbance permit fees for eligible new construction and expansions in the Enterprise Zone. Water and sewer connection fees are reimbursed by the Pittsylvania County Service Authority for new construction and the Pittsylvania County Service Authority will run necessary water and sewer lines to Lot _____ at no charge to the Subsidiary.

Section 6. - Capital Investment Report and Unaudited Annual Financial Statements.
The Company shall provide a signed report to RIFA annually, beginning _____ 1, 2022, documenting the Company's progress in Capital Investment and in maintenance of the Capital Investment. The Company further agrees that each of the County's Economic Development Director, the City's Economic Development Director and the RIFA Treasurer or his respective designees is authorized to verify all taxable Capital Investment and related information through the Office of the Commissioner of Revenue for the County. Along with the report in this Section, the Company shall provide to RIFA documentation or other information reasonably satisfactory to RIFA demonstrating the Subsidiary's plans to have sufficient working capital to operate its business at the Facility for at least the next eighteen (18) months and to meet its required Capital Investment as set forth in this Agreement.

Section 7. - Representations and Warranties of the Company. As of the date of this Agreement and continuing until the Performance Date, the Company hereby represents and warrants to each Government Party the following:

a. The Subsidiary is authorized to transact business in the Commonwealth of Virginia and all other jurisdictions in which it is required by law.

b. This Agreement, the transactions contemplated herein, and the other Recruitment Documents to be executed by the Subsidiary have been or shall have been approved by all necessary action by the Subsidiary; and the persons executing this Agreement and any of the other Recruitment Documents to be executed by the Subsidiary have or shall have full and complete authority to execute and deliver the same for and on behalf of the Company.

c. The execution, delivery, and performance by the Subsidiary of this Agreement, the other Recruitment Documents, and the consummation of the transactions contemplated hereby and thereby will not violate, conflict with, or result in any default under, or cause any acceleration of any obligation under, any (i) organizational documents of the Subsidiary (including without limitation Articles of Incorporation/Organization, Bylaws/Operating

Agreement, and buy-sell agreement); (ii) any existing contract, agreement, note, or other document to which the Subsidiary is a party, or by which the Subsidiary is bound; or (iii) any orders, decrees, or laws of any jurisdiction applicable to and binding upon the Subsidiary.

d. This Agreement and all other Recruitment Documents constitute the legal, binding and enforceable obligations of the Company in accordance with the terms contained herein or therein.

e. There is no pending or threatened litigation or proceeding against any one or more of the Company or the Affiliated Entity, if any, or the Subsidiary that may materially and adversely affect the financial condition, business operations, or business prospects of any one or more of the Company, the Affiliated Entity, or the Subsidiary.

f. The Company is not in material default with respect to any existing indebtedness incurred by it. The Affiliated Entity, if any, is not in material default with respect to any existing indebtedness incurred by it. The Subsidiary is not in material default with respect to any existing indebtedness incurred by it.

g. All financial statements, certificates, resolutions, and other information or documentation furnished to any one or more of the Government Parties prior to the date of this Agreement by the Company are true, correct, and accurate in all material respects, and no such information fails to disclose or misrepresents any information which could materially or adversely affect the transactions contemplated in this Agreement; and the Company has not failed to disclose any information which could materially and adversely affect the business or financial condition of the Company.

For purposes of this Section 7, the "**Company**" shall, specifically and without limitation, include any permitted assignee of the Company to any one or more of the Recruitment Documents, the Affiliated Entity, if any, and the Subsidiary

Section 8. - Event of Default. It shall be an Event of Default upon the occurrence of any one or more of the following events:

a. Any material default under this Agreement or any other Recruitment Document which is not cured within thirty (30) days after written notice to the Company of such default (or if such default cannot reasonably be cured within such thirty (30) day period, then if the Company fails to substantially begin such cure within such thirty (30) day period or fails thereafter to diligently pursue such cure) occurs;

b. The Subsidiary discontinues full-time business at the Facility for a period of sixty (60) days or more, or materially changes the nature of the business at the Facility, not owing to an Event of Force Majeure;

c. The Subsidiary (i) files a petition or has a petition filed against it under the

Bankruptcy Code or any proceeding for the relief of insolvent debtors which is not dismissed within sixty (60) days of such filing; (ii) is subject to the entry of an order for relief by any court of insolvency; (iii) makes an admission of insolvency seeking the relief provided in the Bankruptcy Code or any other insolvency law; (iv) makes an assignment for the benefit of creditors; (v) has a receiver appointed, voluntarily or otherwise, for its property; or (vi) becomes insolvent, however otherwise evidenced;

d. The controlling owner of the Subsidiary (i) files a petition or has a petition filed against it under the Bankruptcy Code or any proceeding for the relief of insolvent debtors which is not dismissed within sixty (60) days of such filing; (ii) is subject to the entry of an order for relief by any court of insolvency; (iii) makes an admission of insolvency seeking the relief provided in the Bankruptcy Code or any other insolvency law; (iv) makes an assignment for the benefit of creditors; (v) has a receiver appointed, voluntarily or otherwise, for its property; or (vi) becomes insolvent, however otherwise evidenced; or

e. The Subsidiary is not in good standing with the Virginia State Corporation Commission after having received at least sixty (60) days written notice from the Commission.

For purposes of this Section 8, the "**Company**" shall, specifically and without limitation, include any permitted assignee of the Company to any one or more of the Recruitment Documents, the Affiliated Entity, if any, and the Subsidiary.

Section 9. - Upon Occurrence of an Event of Default. In addition to and not in lieu of any other remedies or relief made available to any one or more of the Government Parties under this Agreement, at law or in equity, upon the occurrence of an Event of Default, irrespective of whether any Government Party has terminated this Agreement, each Government Party (as the case may be) may elect any one or more of the following:

a. The Government Party may immediately cease to disburse any further payments to or for the Company or the Subsidiary under this Agreement or the Recruitment Documents;

b. The Government Party may give written notice to the Company exercising the right to accelerate the Company's obligation to repay any unpaid indebtedness of the Company to that Government Party, declaring the outstanding balance to be immediately due and payable;

c. The Government Party shall have the right to demand the Company to immediately refund the unearned portion of the Tobacco Region Opportunity Fund Grant as set forth in Section 5(a)(i) above; however, if the Event of Default is based on the Company's failure to make the Capital Investment and/or to create and Maintain New Jobs as required in this Agreement, the amount of the refund shall be calculated as set forth below in Section 10 below;

d. The Government Party shall have the right to demand the Company to immediately refund the Danville-Pittsylvania County Industrial Enhancement Grant as set forth in Section 5(b) above; however, if the Event of Default is based on the Company's failure to

make the Capital Investment and/or to create and Maintain New Jobs as required in this Agreement, the amount of the refund shall be calculated as set forth below in Section 10 below;

e. Upon giving written notice to the Company, the Government Party shall have the right, but not the obligation, to offset any amounts owed by the Government Party against amounts owed or claimed to be owed by the Company; and/or

f. The Government Party may pursue any and all other remedies available to it under this Agreement, any one or more of the Recruitment Documents or applicable law.

Notwithstanding anything to the contrary contained herein, if the Company repays RIFA all amounts due under Section 10 below in full, any Event of Default due to the Company's failure to make Capital Investment and/or to create and Maintain New Jobs (but due to no other default) shall be deemed cured for the purposes of this Agreement and all other Recruitment Documents and, in such instance, no Government Party shall have the right to exercise its default rights under this Agreement or any of the other Recruitment Documents.

Section 10. - Repayment of Grants for Failure to make the Capital Investment and/or to create and Maintain New Jobs. In the event the Company fails to make the Capital Investment and/or to create and Maintain New Jobs as required under this Agreement and such failure constitutes an Event of Default, the Company shall repay to RIFA portions of certain grants as follows:

a. Failure to make the Capital Investment. In the event the Subsidiary fails to make the Capital Investment as required under this Agreement and such failure constitutes an Event of Default, the Company shall repay to RIFA an amount equal to the sum of the following:

- i. Repayment of a portion of the Tobacco Region Opportunity Fund Grant and Interest-Free Loan. An amount equal to fifty percent (50%) of the total amount of the Tobacco Region Opportunity Fund Grant and Interest-Free Loan actually disbursed as of the Performance Date, minus the following calculation: an amount equal to the Capital Investment actually made by the Company as of the Performance Date multiplied by a fraction, (A) the numerator of which is fifty percent (50%) of the total amount of the Tobacco Region Opportunity Fund Grant and Interest-Free Loan actually disbursed as of the Performance Date, and (B) the denominator of which is _____ and 00/100 Dollars (\$ _____ .00); plus
- ii. Repayment of a portion of Danville-Pittsylvania County Industrial Enhancement Grant. An amount equal to fifty percent (50%) of the total amount of the Danville-Pittsylvania County Industrial Enhancement Grant actually disbursed as of the Performance Date, minus the following calculation: an amount equal to the Capital Investment actually made by

the Company as of the Performance Date multiplied by a fraction, (A) the numerator of which is fifty percent (50%) of the total amount of the Danville-Pittsylvania County Industrial Enhancement Grant actually disbursed as of the Performance Date, and (B) the denominator of which is _____ and 00/100 Dollars (\$_____.00).

b. Failure to Create and Maintain New Jobs. In the event the Subsidiary fails to create and Maintain New Jobs as required under this Agreement and such failure constitutes an Event of Default, the Company shall repay to RIFA an amount equal to the sum of the following:

- i. Repayment of a portion of the Tobacco Region Opportunity Fund Grant and Interest-Free Loan. An amount equal to fifty percent (50%) of the total amount of the Tobacco Region Opportunity Fund Grant and Interest-Free Loan actually disbursed as of the Performance Date, minus the following calculation: an amount equal to the New Jobs actually Maintained by the Company as of Performance Date multiplied by a fraction, (A) the numerator of which is fifty percent (50%) of the total amount of the Tobacco Region Opportunity Fund Grant and Interest-Free Loan actually disbursed as of the Performance Date, and (B) the denominator of which is _____ (_____) New Jobs; plus
- ii. Repayment of a portion of Danville-Pittsylvania County Industrial Enhancement Grant. An amount equal to fifty percent (50%) of the total amount of the Danville-Pittsylvania County Industrial Enhancement Grant actually disbursed as of the Performance Date, minus the following calculation: an amount equal to the New Jobs actually Maintained by the Company as of Performance Date multiplied by a fraction, (A) the numerator of which is fifty percent (50%) of the total amount of the Danville-Pittsylvania County Industrial Enhancement Grant actually disbursed as of the Performance Date, and (B) the denominator of which is _____ (_____) New Jobs.

c. The Company shall pay the sums described in this Section 10 no later than sixty (60) days after the date on which the Company is given written notice of such Event(s) of Default described in this Section.

Section 11. - Audit and Guideline Requirements. Upon reasonable prior written request, the Company shall allow each of the County's Economic Development Director, the City's Economic Development Director and the RIFA Treasurer (or his respective designees) reasonable access during regular business hours to records validating the Company's employment and investment at the Facility, and the Company shall cooperate with RIFA in any audit of such records by furnishing all information necessary to verify the Company's

performance under this Agreement. In return, each of RIFA, the County and the City agrees to maintain the confidentiality of any and all proprietary, confidential and/or sensitive information, including without limitation personal payroll earnings or similar information that those Government Parties or its designees may receive or access.

Section 12. - Force Majeure. Notwithstanding the foregoing, if the Company does not meet the New Job and Capital Investments requirements because of an Event of Force Majeure, the Performance Date will be extended day-for-day by the delay in meeting the targets caused by the Event of Force Majeure.

Section 13. - Subject to Annual Appropriations. As provided under Virginia law, the obligations of the Government Parties to pay the cost of performing its obligations under this Agreement are subject to and dependent upon annual appropriations being made from time to time by the governing body of such Government Party, for such purpose.

Section 14. - Non-waiver. No waiver of any term or condition of this Agreement by any party shall be deemed a continuing or further waiver of the same term or condition or a waiver of any other term or condition of this Agreement.

Section 15. - Attorneys' Fees. Each of the parties shall be solely responsible for their respective attorneys' fees in the negotiating, drafting, and execution of this Agreement and any of the transactions contemplated hereby.

Section 16. - Other Documents. The parties agree that they shall execute, acknowledge, and deliver all such further documents as may be reasonably required to carry out and consummate the transactions contemplated by this Agreement.

Section 17. - Default. In the event that a party to this Agreement incurs attorneys' fees and/or costs in pursuing or defending an alleged breach of this Agreement, the non-prevailing party, in addition to any other remedy, shall be responsible for the reasonable attorneys' fees and costs incurred by the prevailing party. The parties retain all rights at law and in equity to enforce the provisions of this Agreement in accordance with applicable law.

Section 18. - Entire Agreement. This Agreement and the schedule hereto contain the entire agreement and understanding of the parties to this Agreement with respect to the transactions contemplated hereby; and this Agreement and the schedule hereto supersede all prior understandings and agreements of the parties with respect to the subject matter hereof.

Section 19. - Headings. The descriptive headings in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

Section 20. - Notices. Any notice required or contemplated to be given to any of the parties by any other party shall be in writing and shall be given by hand delivery, certified or registered United States mail, or a private courier service which provides evidence of receipt as

part of its service, as follows:

If to RIFA:

Danville-Pittsylvania Regional
Industrial Facility Authority
Attn.: Susan M. DeMasi, Authority Secretary
427 Patton Street
P.O. Box 3300 (zip code 24543)
Danville, VA 24541

With a copy to:

Michael C. Guanzon, Esq.
Christian & Barton, LLP
901 E. Cary St., Suite 1800
Richmond, VA 23219-4037

If to the County:

Pittsylvania County
Attn.: Matthew D. Rowe
Director of Economic Development
1 Center Street
P.O. Box 426
Chatham, VA 24531

With a copy to:

J. Vaden Hunt, Esq.
County Attorney
1 Center Street
P.O. Box 426
Chatham, VA 24531

If to the City:

City of Danville
Attn.: Corrie T. Bobe
Director of Economic Development
427 Patton Street
P.O. Box 3300 (zip code 24543)
Danville, VA 24541

With a copy to:

W. Clarke Whitfield, Jr., Esq.
City Attorney
427 Patton Street, Room 421
P.O. Box 3300 (zip code 24543)
Danville, VA 24541

If to the Company or the Subsidiary:

Attn.: _____

Any party may change the address to which notices hereunder are to be sent to it by giving written notice of such change in the manner provided herein. A notice given hereunder shall be deemed given on the date of hand delivery, deposit with the United States Postal Service properly addressed and postage prepaid, or delivery to a courier service properly addressed with all charges prepaid, as appropriate. Copies as set forth in this Section are provided as a courtesy and shall not be required to effect notice as provided herein.

Section 21. - Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. The parties hereby submit to the

exclusive jurisdiction of the state court located in Pittsylvania County, Virginia, or the U.S. District Court for the Western District of Virginia (Danville Division), in any action or proceeding arising out of, or related to this Agreement, and the parties hereby agree that all claims in respect of any action or proceeding shall be heard or determined only in either of these courts. The parties agree that a final judgment in any action or proceeding shall, to the extent permitted by applicable law, be conclusive and may be enforced in other jurisdictions by suit on the judgment, or in any other manner provided by applicable law related to the enforcement of judgments. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumptions or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement.

Section 22. - Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

Section 23. - Amendment, Modification and/or Supplement. The parties may amend, modify, and/or supplement this Agreement in such manner as may be agreed upon by the parties, provided such amendments, modifications, and/or supplement are reduced to writing and signed by the parties or their successors in interest.

Section 24. - Gender and Number. Throughout this Agreement, wherever the context requires or permits, the neuter gender shall be deemed to include the masculine and feminine, and the singular number to include the plural, and vice versa.

Section 25. - Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. This Agreement may be delivered by portable document format (*.pdf) and upon such delivery, the .pdf signature shall be deemed to have the same effect as if the original signature had been delivered to the other party or parties.

Section 26. - Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Section 27. - Survival. Any termination, cancellation or expiration of this Agreement notwithstanding, provisions which are by their terms intended to survive and continue shall so survive and continue.

Section 28. - No Third-Party Beneficiaries. Nothing in this Agreement is intended, nor will be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Agreement.

[SIGNATURES ARE ON FOLLOWING PAGES.]

WITNESS our signature and seal to this **LOCAL PERFORMANCE AGREEMENT** as of the date first above written:

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, a political subdivision of the Commonwealth of Virginia

By: _____
Sherman M. Saunders, Chairman

(SEAL)

ATTEST:

Susan M. DeMasi
Corporate Secretary
Danville-Pittsylvania Regional Industrial Facility Authority

COMMONWEALTH OF VIRGINIA, AT LARGE
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ 2021, by **SHERMAN M. SAUNDERS**, in his capacity as Chairman of **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia, on behalf of such entity.

My commission expires: _____.

Notary Public
Registration No. _____

WITNESS our signature and seal to this **LOCAL PERFORMANCE AGREEMENT** as of the date first above written:

COUNTY OF PITTSYLVANIA, VIRGINIA, a political subdivision of the Commonwealth of Virginia

By: _____
Robert W. Warren, Chairman
Board of Supervisors

(SEAL)

ATTEST:

David M. Smitherman
Clerk
Pittsylvania County Board of Supervisors

COMMONWEALTH OF VIRGINIA, AT LARGE
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____ 2021, by **ROBERT W. WARREN**, in his capacity as Chairman of the Board of Supervisors of **COUNTY OF PITTSYLVANIA, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, on behalf of such entity.

My commission expires: _____.

Notary Public
Registration No. _____

WITNESS our signature and seal to this **LOCAL PERFORMANCE AGREEMENT** as of the date first above written:

CITY OF DANVILLE, VIRGINIA, a Virginia municipal corporation

By: _____
Kenneth F. Larking
City Manager

(SEAL)

ATTEST:

Susan M. DeMasi
City Clerk
City of Danville, Virginia

COMMONWEALTH OF VIRGINIA, AT LARGE
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____ 2021, by **KENNETH F. LARKING**, in his capacity as City Manager of **CITY OF DANVILLE, VIRGINIA**, a Virginia municipal corporation, on behalf of such entity.

My commission expires: _____.

Notary Public
Registration No. _____

WITNESS our signature and seal to this **LOCAL PERFORMANCE AGREEMENT**
as of the date first above written:

_____, a
_____ corporation

By: _____
Printed name: _____
Title: _____

(SEAL)

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of
_____ 2021, by _____, in the capacity as
_____ of _____, a
_____ corporation, on behalf of such entity.

My commission expires: _____.

(Only if in Va. :) _____
Notary Public
Registration No. _____

WITNESS our signature and seal to this **LOCAL PERFORMANCE AGREEMENT** as of the date first above written:

_____, a
_____ corporation

By: _____
Printed name: _____
Title: _____

(SEAL)

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ 2021, by _____, in the capacity as _____ of _____, a _____ corporation, on behalf of such entity.

My commission expires: _____.

(Only if in Va. :) _____
Notary Public
Registration No. _____

List of Schedules
1(e) - Summary of Incentives

Schedule 1(e)
(Summary of Incentives)

Cash and other Non-Real Property Incentives	Estimated Value
Tobacco Region Opportunity Fund Grant* and Interest-Free Loan (§5(a)(i))	\$_____.00
Danville-Pittsylvania County Enterprise Zone Jobs Grant (§5(c))	\$_____.00
Danville-Pittsylvania County Industrial Enhancement Grant (§5(b))	\$10,344,160.00
Waiver of Building Zoning and Land Disturbance Permit Fees and Water & Sewer Connection Fees (§5(d))	\$_____.00
Subtotal	\$_____.00

Real Property Incentives	Value or Max. Value
Lot _____ Cane Creek Centre Industrial Park (§3)	\$2,067,650.00
Subtotal	\$2,067,650.00

Subtotal of Cash and other Non-Real Property Incentives	\$_____.00
Subtotal of Real Property Incentives	\$2,067,650.00
TOTAL INCENTIVES	\$_____.00