

Economic Development Authority Meeting of the City of Winchester, Virginia

Meeting Minutes

DATE: April 16, 2019

TIME: 8 a.m.

LOCATION: Rouss City Hall, Elizabeth A. Minor Council Chambers

MEMBERS:	<u>Present</u>	<u>Absent</u>
William Buettin	_____	<u>X</u>
Douglas R. Toan	<u>X</u>	_____
Lauri M. Bridgeforth	<u>X</u>	_____
Jeffery B. Buettner	_____	<u>X</u>
Tim Painter	<u>X</u>	_____
Cary Craig	<u>X</u>	_____
Addie Lingle	<u>X</u>	_____

ALSO ATTENDING: Shawn Hershberger, Executive Director, Eden Freeman, City Manager, Amy Simmons, Communications Director, George Hoddinott, Business and Workforce Development Director, Shirley Dodson, Business and Workforce Development Coordinator.

SUBJECT: **Call to Order and Determination of Quorum**

HIGHLIGHTS: Mr. Hershberger called the meeting to order at 8:07 a.m.

Mr. Hershberger reported that there was no Chairman or Vice-Chairman present at the meeting, so an acting Chairman needed to be elected. Upon motion duly made by Mr. Painter and seconded by Mr. Craig, the Authority unanimously elected Mr. Toan to serve as acting Chairman.

SUBJECT: **Review and Approval of Meeting Minutes from the March 19, 2019 Meeting**

HIGHLIGHTS: The minutes of the Meeting held on March 19, 2019 were unanimously approved upon motion duly made by Mr. Painter and seconded by Mrs. Bridgeforth.

SUBJECT: **Review and Approval of Financial Report for the Period Ending March 31, 2019**

HIGHLIGHTS: Ms. Dodson reported that for the month of March the EDA paid out the Taylor Business Development Grant for a reimbursement of local meals taxes remitted by Macado's Restaurant. The Taylor is in the fourth year of the five year grant period. Ms. Dodson noted that Glaize Brother Juice Company received their \$10,000 exterior improvement grant and there was one fraudulent check written for \$700 that BB&T immediately reimbursed the EDA for. The bank is monitoring the EDA's checking account and notifying staff when checks are cashed.
The Financial report for the period ending March 31, 2019 was unanimously approved upon motion duly made by Mrs. Bridgeforth and seconded by Ms. Lingle.

SUBJECT: Executive Director Report

HIGHLIGHTS: Glaize Brothers Juice Company AFID Grant: Mr. Hershberger reported that the performance agreement for the AFID grant has been completed by the State attorneys and reviewed by Nate Adams. The agreement would need to be approved by the EDA and forwarded to Winchester Common Council for their approval. The performance agreement was unanimously approved by the Authority and moved to Winchester Common Council for their approval upon motion duly made by Mr. Painter, seconded by Mrs. Bridgeforth.

2019 Board Retreat: Mr. Hershberger reported that the month of May is out as an option for a rescheduled Board retreat. We will try to look at June and he needs to connect with Chairman Buettin on good dates for his work schedule.

SUBJECT: Closed Meeting

HIGHLIGHTS: Upon Motion duly made by Mrs. Bridgeforth, seconded by Mrs. Painter the Authority unanimously RESOLVED to go into a closed meeting pursuant to Section 2.2-3711 (C) (A) (3) for the discussion and consideration of the acquisition of real property for a public purpose, or of 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.

SUBJECT: Return to Open Meeting

HIGHLIGHTS: At the conclusion of the closed meeting concerning the discussion and consideration of the acquisition of real property for a public

purpose, or of 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, the following Resolution was unanimously adopted upon roll call vote as set forth below:

WHEREAS, the Economic Development Authority of the City of Winchester, Virginia has concluded its "closed meeting" at a meeting held on April 16, 2019 and desires return to an "open meeting"; and

WHEREAS, the adoption of this Resolution is intended to serve as the "Certificate" described in Section 2.2-3712 (D) of the Code of Virginia (1950, as amended)

NOW THEREFORE, BE IT RESOLVED that the Economic Development Authority of the City of Winchester, Virginia does hereby reconvene in an "open meeting" at its meeting held on April 16, 2019; and

BE IT FURTHER RESOLVED that each and every Member of said Authority who votes in the affirmative for this Resolution does thereby certify to the best of each Member's knowledge that only public business matters lawfully exempted from open meeting requirements of the Virginia Freedom of Information were heard, discussed or considered during the closed meeting, and that only such public business matters as were identified in the Motion which convened the closed meeting were heard, discussed or considered during the course of said closed meeting by the Authority.

<u>Roll Call</u>	<u>Vote</u>
Tim Painter	Aye
Cary Craig	Aye
Addie Lingle	Aye
Lauri Bridgeforth	Aye
Doug Toan	Aye

*

SUBJECT: New Business

HIGHLIGHTS: Enterprise Zone Application Review: Nibblins, a new business in the downtown, has submitted a Micro-loan Application for \$ 8826.25. The loan would be used for computer hardware for their new location. Mr. Hershberger reported that a recommendation would be to send the loan request to the finance committee for their review. Upon motion duly made by Mr. Craig, seconded by Mr. Painter the authority unanimously voted to send the loan application to the finance committee for their review.

Business at the Bloom: Mr. Hershberger reported that we have 5 available business at the bloom tickets and if any of the board members would like a ticket they should email our office after the meeting. The event will be held Wednesday, May 1st at SU.

SUBJECT: Old and Other Business

HIGHLIGHTS: Asbestos Abatement: Upon motion duly made by Mr. Painter, seconded by Ms. Bridgeforth, the authority unanimously voted to approve the contract with WACO, Inc. for the for the removal of hazardous material at 202- 214 E. Piccadilly and 204-206 N. Kent street.

Once Upon A Find Micro-loan: Ms. Dodson reported that the finance committee reviewed this application and due to the Micro-loan policy that the maximum loan distribution amount is \$10,000 per business, the application was recommended to be denied. Once Upon A Find received \$10,000 from the program in 2017. Upon motion duly made by Mr. Craig, seconded by Ms. Lingle, the authority unanimously voted to deny the Once Upon A Find micro-loan application.

SUBJECT: Next Meeting

HIGHLIGHTS: The next regular meeting of the Authority is scheduled for May 21, 2019 and will be held in the Rouss City Hall Council Chambers.

ADJOURNMENT: There being nothing further, the meeting was adjourned upon motion duly made by Mrs. Bridgeforth and seconded by Mr. Craig.

Minutes respectfully submitted by:

Shirley Dodson, Business & Workforce Development Coordinator

EDA Cash Reconciliation

778-0000-101.01-09

As of EOM: April 2018

GL balance, Beginning of Month:	494,178.71 ✓
Plus Deposits and Other Credits	9,804.95
Less Check Registers for April 2018	(1,398.43)
Less Other Debits and Service Charges	<u>(6,656.68)</u>
GL Balance @ April 2018	495,928.55 ✓
Plus Outstanding Checks @ 4/30/19	7,005.67 ✓
Adjusted GL @ April 2018	502,934.22
BB&T Bank Balance @ April 2018	<u>502,934.22 ✓</u>
Difference	<u>-</u>

CB
5/13/19

 DEBITS CREDITS

ASSETS

101.01-09	CHECKING ACCOUNT /	495,928.55*	
101.01-10	CHECKING ACCOUNT /	1,037,330.83	
101.01-11	CHECKING ACCOUNT /	24,495.00	
104.02-01	STATE POOLED FUNDS /	44,287.63	
115.10-20	MISCELLANEOUS /	291.75	
115.01-03	NOTES RECEIVABLE /	430,554.16	
116.01-04	NOTES RECEIVABLE /	17,302.06	
116.01-05	NOTES RECEIVABLE /	81,962.61	
161.02-01	BUILDINGS & IMPROVEMENTS /	1,320,286.52	
165.00-00	FIXED ASSETS /	9,779.00	
165.10-00	MACHINERY & EQUIPMENT /		9,029.00
	TOTAL ASSETS		3,453,189.11

LIABILITIES

3,453,189.11

202.06-02 DEFERRED REVENUE / LOANS

291.75
 =====
 291.75

FUND EQUITY

RETAINED EARNINGS

3,452,897.36
 =====
 3,452,897.36

TOTAL FUND EQUITY

TOTAL LIABILITIES AND FUND EQUITY

3,453,189.11

BB&T
Account Transaction History

Account history before closing

AIF Name ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF WINCHESTER VIRGINIA

04/23/2019

Page 2

15 N CAMERON ST
WINCHESTER VA 22601-6082

Account # (04980

Posting Date	Effective Date	Debit Credit	Tran Code	Description	Reference #	Check/ Serial #	Amount	Ending Balance
03/19/2019	03/19/2019	D	7511	CHECK	2900546747	2384	\$11.49	\$462,477.82
03/20/2019	03/20/2019	C	3300	DEBIT REVERSAL	154	6017	\$700.00	\$463,177.82
03/22/2019	03/22/2019	C	0013	DEPOSIT	2100808857	0	\$37,905.17	\$501,082.99
03/29/2019	03/31/2019	C	0450*	INTEREST PAYMENT	44654939	0	\$3.79	\$501,086.78
03/29/2019	03/31/2019	D	0920*	INTEREST WITHHOLDING	0	0	\$0.90	\$501,085.88
04/03/2019	04/03/2019	C	0013	DEPOSIT	2106047199	0	\$1,695.64	\$502,781.52
04/08/2019	04/08/2019	C	0033	COUNTER DEPOSIT	2107784252	0	\$1,219.21	\$504,000.73
04/12/2019	04/12/2019	D	7583	CHECK	2101115076	2389	\$1,000.00	\$503,000.73
04/15/2019	04/15/2019	C	0013	DEPOSIT	2101856527	0	\$1,365.35	\$507,366.08
04/15/2019	04/15/2019	D	7579	PAYMENT TO CREDIT CARD 4046011198603529 04-15-19 IN-BRANCH TRANSFER	71583	0	\$4,933.54	\$502,432.54
04/15/2019	04/15/2019	D	7587	CABLE TV BRIGHT HOUSE NET 4379922 TELEPHONE PAYMENT	5008561814	0	\$502.80	\$501,929.74
04/16/2019	04/16/2019	D	7645	SIGONFILE Michael Callahan Taylor Hotel Renovatio ACH CORP DEBIT	6005077180	0	\$21.95	\$501,907.79
04/16/2019	04/16/2019	D	7583	CHECK	2102844982	2388	\$299.93	\$501,607.86
04/18/2019	04/18/2019	D	7103	ACCOUNT CLOSE OUT	2103739301	0	\$501,607.86	\$0.00

Please be aware that the Ending Balance only reflects items posted. It does not include holds or unavliable deposit funds that may reduce the available balance used to pay items.
© 2019 BB&T, Member FDIC.

BB&T

Account Transaction History

AIF Name ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF WINCHESTER VIRGINIA

04/23/2019

Page 1

15 N CAMERON ST
WINCHESTER VA 22601-6082

Account # 04980

Posting Date	Effective Date	Debit Credit	Tran Code	Description	Reference #	Check/ Serial #	Amount	Ending Balance
03/01/2019	03/01/2019	C	0013	DEPOSIT	210742915	0	\$1,247.92	\$520,530.85
03/01/2019	03/01/2019	D	7370	BUS ONLINE MANAGE USERS FEE 7261	508	0	\$5.00	\$520,525.85
03/04/2019	03/04/2019	D	7645	SALE D.A.H. ENTERPRIS SHAWN HERSHBERGER ACH CORP DEBIT	3013120871	0	\$21.95	\$520,503.90
03/04/2019	03/04/2019	D	7645	SALE D.A.H. ENTERPRIS SHAWN HERSHBERGER ACH CORP DEBIT	3013120872	0	\$21.95	\$520,481.95
03/04/2019	03/04/2019	D	7645	SALE D.A.H. ENTERPRIS SHAWN HERSHBERGER ACH CORP DEBIT	3013120874	0	\$21.95	\$520,460.00
03/06/2019	03/06/2019	D	7583	CHECK	2102945671	2378	\$500.00	\$519,960.00
03/07/2019	03/07/2019	D	7583	CHECK	2406393853	2376	\$9,484.93	\$510,475.07
03/11/2019	03/11/2019	C	0013	DEPOSIT	2105102536	0	\$899.94	\$511,375.01
03/12/2019	03/12/2019	C	0013	DEPOSIT	2105428583	0	\$2,524.75	\$513,899.76
03/12/2019	03/12/2019	D	7511	CHECK	2906111092	2380	\$3,541.67	\$510,358.09
03/12/2019	03/12/2019	D	7511	CHECK	2906111091	2381	\$32,772.83	\$477,585.26
03/12/2019	03/12/2019	D	7582	CHECK	2105428586	2382	\$854.28	\$476,730.98
03/13/2019	03/13/2019	D	7582	CHECK	2105831835	2383	\$3,541.67	\$473,189.31
03/18/2019	03/18/2019	D	7511	CHECK	2908974334	6017	\$700.00	\$472,489.31
03/19/2019	03/19/2019	D	7511	CHECK	2900594003	2377	\$10,000.00	\$462,489.31

Please be aware that the Ending Balance only reflects items posted. It does not include holds or unavailable deposit funds that may reduce the available balance used to pay items.

© 2019 BB&T, Member FDIC.

05/01/2019	Credit	UDI-20190430111 000000000000 CREDIT MEMO	\$502.80	
04/30/2019	Interest	INTEREST PAYMENT	\$1.61	\$502,934.22
04/24/2019	Debit	SIGONFILE Michael Callahan Taylor Hotel Renovatio ACH CORP DEBIT	\$1,200.00	\$502,932.61
04/22/2019	Credit	COUNTER DEPOSIT View	\$2,524.75	\$504,132.61
04/18/2019	Deposit	DEPOSIT View	\$501,607.86	\$501,607.86

APP NUMBER	PER.	CD	DATE	TRANSACTION	NUMBER	DESCRIPTION	DEBITS	CREDITS	BEGINNING / ENDING BALANCE
778-0000-101.01-09				CHECKING ACCOUNT / EDA					
MR 05778	10/19	AJ	04/03/19	MR		BB&T CHECKING			494,178.71
						06 0024236 AR	447.72		
						MISC RECEIVABLES			
MR 05837	10/19	AJ	04/03/19	MR		06 0024236 AR	1,247.92		
						MISC RECEIVABLES			
GM 05872	10/19	AJ	04/05/19	**OFFSET**		AP DISBURSEMENT 189		5,019.46	
MR 05923	10/19	AJ	04/08/19	MR		06 0024689 AR	1,219.21		
						MISC RECEIVABLES			
CR 06067	10/19	AJ	04/15/19	0025452		TAYLOR MAN. FEE	3,541.67		
						ERSLD 04/15/19 06			
MR 06068	10/19	AJ	04/15/19	MR		06 0025452 AR	823.68		
						MISC RECEIVABLES			
GM 06575	10/19	AJ	04/15/19	AJ06575		BB&T Bankcard		4,933.54	
						In Branch Transfer			
MR 06240	10/19	AJ	04/22/19	MR		06 0028234 AR	2,524.75		
						MISC RECEIVABLES			
GM 06575	10/19	AJ	04/24/19	AJ06575		April Transactions		1,724.75	
GM 06307	10/19	AP	04/25/19	**OFFSET**		VOID CHECK GROUP	6,875.33		
						BATCH TYPE AP			
GM 06356	10/19	AJ	04/26/19	**OFFSET**		AP DISBURSEMENT 203		7,005.67	
GM 06575	10/19	AJ	04/30/19	AJ06575		Record Interest Income	1.61		
GM 06585	10/19	AP	05/08/19	**OFFSET**		VOID CHECK GROUP-EDA CHKS	3,751.37		
						BATCH TYPE AP			

ACCOUNT TOTAL

20,433.26 18,683.42 495,928.55

FUND TOTAL

.00 20,433.26 18,683.42 495,928.55

PREPARED 05/10/2019, 16:16:38
PROGRAM GM362LA

GENERAL LEDGER ACTIVITY

FISCAL YEAR: 2019

ACCOUNT NUMBER SELECTION
ACCOUNT: 778-0000-101.01-09
TYPE: 0 (O-ONLY, R-RANGE, S-SELECTIVE)

PERIOD...FROM: 10 TO: 10

PRINT SUMMARY TOTALS ONLY (Y/N) : N
SUPPRESS PRINTING OF ACCOUNTS WITHOUT ACTIVITY (Y/N) : N
EXCLUDE REVENUE AND EXPENSE SUMMARY ACCOUNTS (Y/N) : N
PRINT PERIOD BALANCE (Y/N) : N
PAGE BREAK ON ACCOUNT (Y/N) : N
PAGE BREAK BY FUND (Y/N) : Y

PREPARED 05/13/2019, 7:40:44
 PROGRAM: GM1721
 CITY OF WINCHESTER
 BANK: 20 EDA BB&T Checking

OUTSTANDING CHECKS REGISTER
 SELECTED BY CHECK DATE
 FROM: 01/01/2018 TO: 04/30/2019

PAGE 1
 ACCOUNTING PERIOD 10/2019
 REPORT NUMBER 122

CHECK NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	BANK CODE
3220	1744 CITY OF WINCHESTER	04/26/2019	114.42	20
3221	12586 FORT LOUDOUN PROPERTIES LLC	04/26/2019	6,875.33	20
3222	13337 SHENANDOAH VALLEY ELECTRIC COO	04/26/2019	15.92	20

NO. OF CHECKS: 3 TOTAL CHECKS OUTSTANDING 7,005.67 ***

PREPARED 05/13/2019, 7:41:01
 PROGRAM: GM172L
 CITY OF WINCHESTER
 BANK: 20 EDA BB&T Checking

RECONCILED CHECKS REGISTER
 SELECTED BY PAID DATE
 FROM: 04/01/2019 TO: 04/30/2019

PAGE 1
 ACCOUNTING PERIOD 10/2019
 REPORT NUMBER 41

CHECK NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE CLEARED	BANK CODE
2388	THE GEORGE WASHINGTON HOTEL	04/05/2019	299.93	04/30/2019	20
2389	1607 SHENANDOAH UNIVERSITY	04/05/2019	1,000.00	04/30/2019	20

NO. OF CHECKS: 2

TOTAL CHECKS RECONCILED

1,299.93 ***

EDA Bank of Clarke Cash Reconciliation
778-0000-101.01-10
As of EOM: April 2019

GL balance, Beginning of Month:		1,036,784.01 ✓
Plus Deposits and Other Credits		546.82
Less Checks Cleared/Other Debits		-
		<hr/>
GL Balance @	April 2019	1,037,330.83 ✓
Bank Of Clarke Acct # 9037 Bal @	April 2019	887,609.83 ✓
Bank Of Clarke Acct # 6264 Bal @	April 2019	149,721.00 ✓
BOC Total Bank Balance @	April 2019	1,037,330.83
Variance		-

CB
5/13/19

	DEBITS	CREDITS
ASSETS		
101.01-09 CHECKING ACCOUNT / EDA BB&T CHECKING	495,228.55	
101.01-10 CHECKING ACCOUNT / EDA BANK OF CLARKE COUNTY	1,037,330.83	
101.01-11 CHECKING ACCOUNT / EDA BB&T ESCROW ACCT	24,495.00	
104.02-01 STATE POOLED FUNDS / LGIP	44,287.63	
115.10-20 MISCELLANEOUS / BILLING SYSTEM	44,291.75	
116.01-03 NOTES RECEIVABLE / NOTES RECEIVABLE	430,554.16	
116.01-04 NOTES RECEIVABLE / FACADE LOANS	17,302.06	
116.01-05 NOTES RECEIVABLE / REVOLVING LOANS	81,962.61	
161.02-01 BUILDINGS & IMPROVEMENTS / PROPERTIES HELD FOR DEVE	1,320,286.52	
165.00-00 FIXED ASSETS / MACHINERY & EQUIPMENT	9,779.00	
165.10-00 MACHINERY & EQUIPMENT / ACCUMULATED DEPRECIATION		9,029.00
TOTAL ASSETS		3,453,189.11
LIABILITIES		
202.06-02 DEFERRED REVENUE / LOANS		291.75
TOTAL LIABILITIES		291.75
FUND EQUITY		
RETAINED EARNINGS		3,452,897.36
TOTAL FUND EQUITY		3,452,897.36
TOTAL LIABILITIES AND FUND EQUITY		3,453,189.11



2 East Main Street
Berryville, VA 22811

Statement Ending 04/30/2019

Page 1 of 2

ADDRESS SERVICE REQUESTED

>001718 6317498 0001 092332 10Z

ECONOMIC DEVELOPMENT AUTHORITY OF THE
CITY OF WINCHESTER VIRGINIA
15 N CAMERON ST
WINCHESTER VA 22601-6082



Managing Your Accounts

- Phone (540) 955-2610
- Toll-Free 1-800-650-8723
- EAGLE-24 Banking 1-888-378-1881
- Online Access www.bankofclarke.com
- Mailing Address P.O. Box 391
Berryville VA 22811

Summary of Accounts

Account Type	Account Number	Ending Balance
Public Fund Chk	XXX6264	\$149,721.00

Public Fund Chk-XXX6264

Account Summary

Date	Description	Amount
04/01/2019	Beginning Balance	\$149,721.00
	0 Credit(s) This Period	\$0.00
	0 Debit(s) This Period	\$0.00
04/30/2019	Ending Balance	\$149,721.00

Daily Balances

Date	Amount
04/01/2019	\$149,721.00

Overdraft and Returned Item Fees

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

01718 6317498 0001714 000437 0001/0001





2 East Main Street
Berryville, VA 22811



ADDRESS SERVICE REQUESTED

>002020 6317498 0001 092332 10Z

ECONOMIC DEVELOPMENT AUTHORITY OF THE
CITY OF WINCHESTER VIRGINIA
15 N CAMERON ST
WINCHESTER VA 22601-6082



Statement Ending 04/30/2019

Managing Your Accounts

- Phone (540) 855-2510
- Toll-Free 1-800-650-8723
- EAGLE-24 Banking 1-888-378-1881
- Online Access www.bankofclarke.com
- Mailing Address P.O. Box 391
Berryville VA 22811

Summary of Accounts

Account Type	Account Number	Ending Balance
MMDA Public Fnd	XXX9037	\$887,609.83

MMDA Public Fnd-XXX9037

Account Summary

Date	Description	Amount
04/01/2019	Beginning Balance	\$887,063.01
	1 Credit(s) This Period	\$546.82
	0 Debit(s) This Period	\$0.00
04/30/2019	Ending Balance	\$887,609.83

Interest Summary

Description	Amount
Annual Percentage Yield Earned	0.75%
Interest Days	30
Interest Earned	\$0.00
Interest Paid This Period	\$546.82
Interest Paid Year-to-Date	\$2,181.63
Minimum Balance	\$887,063.01

Deposits

Date	Description	Amount
04/30/2019	Accr Earning Pymt Added to Account	\$546.82

Daily Balances

Date	Amount	Date	Amount
04/01/2019	\$887,063.01	04/30/2019	\$887,609.83

Overdraft and Returned Item Fees

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00



002020 6317498 00001 092332 10001

PREPARED 05/13/2019, 8:07:14
 PROGRAM GM362LA
 CITY OF WINCHESTER

GENERAL LEDGER ACTIVITY LISTING

APP NUMBER	PERIOD	CD	DATE	TRANSACTION	NUMBER	DESCRIPTION	DEBITS	CREDITS	BEGINNING / ENDING BALANCE
778-0000-101.01-10				CHECKING ACCOUNT /		EDA BANK OF CLARKE COUNTY			1,036,784.01
GM 06575	10/19	AJ	04/30/19	Record Interest Income	AJ06575		546.82		
ACCOUNT TOTAL							546.82		1,037,330.83

FUND TOTAL

.00

546.82

1,037,330.83

PREPARED 05/13/2019, 8:07:14
PROGRAM GM362LA

GENERAL LEDGER ACTIVITY

FISCAL YEAR: 2019

ACCOUNT NUMBER SELECTION
ACCOUNT: 778-0000-101.01-10
TYPE: O (O-ONLY, R-RANGE, S-SELECTIVE)

PERIOD... FROM: 10 TO: 10

PRINT SUMMARY TOTALS ONLY (Y/N) : N
SUPPRESS PRINTING OF ACCOUNTS WITHOUT ACTIVITY (Y/N) : N
EXCLUDE REVENUE AND EXPENSE SUMMARY ACCOUNTS (Y/N) : N
PRINT PERIOD BALANCE (Y/N) : N
PAGE BREAK ON ACCOUNT (Y/N) : N
PAGE BREAK BY FUND (Y/N) : Y

EDA Escrow Reconciliation

778-0000-101.01-11

As of EOM: April 2019

GL balance, Beginning of Month:	24,500.00 ✓
Plus Deposits and Other Credits	-
Less Checks Cleared	-
Less Debits and other charges	<u>(5.00)</u>
GL Balance @ April 2019	24,495.00 ✓
BB&T Bank Balance @ April 2019	24,495.00 ✓
Difference	-

CB
5/13/19

778 ECONOMIC DEVELOPMENT AUTH

	DEBITS	CREDITS
ASSETS		
101.01-09 CHECKING ACCOUNT / EDA BB&T CHECKING	495,928.55	
101.01-10 CHECKING ACCOUNT / EDA BANK OF CLARKE COUNTY	1,037,330.83	
101.01-11 CHECKING ACCOUNT / EDA BB&T ESCROW ACCT	24,495.00	
104.02-01 STATE POOLED FUNDS / LGIP	44,287.63	
115.10-20 MISCELLANEOUS / BILLING SYSTEM	44,291.75	
116.01-03 NOTES RECEIVABLE / NOTES RECEIVABLE	430,554.16	
116.01-04 NOTES RECEIVABLE / FACADE LOANS	17,302.06	
116.01-05 NOTES RECEIVABLE / REVOLVING LOANS	81,962.61	
161.02-01 BUILDINGS & IMPROVEMENTS / PROPERTIES HELD FOR DEVE	1,320,286.52	
165.00-00 FIXED ASSETS / MACHINERY & EQUIPMENT	9,779.00	
165.10-00 MACHINERY & EQUIPMENT / ACCUMULATED DEPRECIATION		9,029.00
TOTAL ASSETS		3,453,189.11
LIABILITIES		
202.06-02 DEFERRED REVENUE / LOANS		291.75
TOTAL LIABILITIES		291.75
FUND EQUITY		
RETAINED EARNINGS		3,452,897.36
TOTAL FUND EQUITY		3,452,897.36
TOTAL LIABILITIES AND FUND EQUITY		3,453,189.11

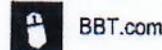


448-01-01-00 47001 0 C 001 30 S 88 002
ECONOMIC DEVELOPMENT AUTHORITY
ESCROW ACCT
15 N CAMERON ST
WINCHESTER VA 22601-6082

Your account statement

For 04/30/2019

Contact us



BBT.com



(800) BANK-BBT or
(800) 226-5228

Three Great Business Credit Cards The Choice is Yours

No matter your preference, there's a BB&T business credit card to meet your needs! Save on interest with the low annual percentage rate BB&T Bright® for Business credit card; earn cash back on the things you buy for your business every day with the BB&T Spectrum Cash Rewards for Business credit card; or make travel purchases more rewarding with the BB&T Spectrum Travel Rewards for Business credit card. Visit BBT.com/SmallBusinessCards or your local BB&T financial center to learn more.

BB&T, Member FDIC. Credit cards are issued by Branch Banking and Trust and are subject to credit approval.

■ BUSINESS VALUE 50 CHECKING 1470001143476

Account summary

Your previous balance as of 03/29/2019	\$24,500.00
Checks	- 0.00
Other withdrawals, debits and service charges	- 5.00
Deposits, credits and interest	+ 0.00
Your new balance as of 04/30/2019	= \$24,495.00

Other withdrawals, debits and service charges

DATE	DESCRIPTION	AMOUNT(\$)
04/01	BUS ONLINE MANAGE USERS FEE 7261	5.00
Total other withdrawals, debits and service charges		= \$5.00



Questions, comments or errors?

For general questions/comments or to report errors about your statement or account, please call us at 1-800-BANK BBT (1-800-226-5228) 24 hours a day, 7 days a week. BB&T Care Center Associates are available to assist you from 6 a.m. until midnight ET. You may also contact your local BB&T financial center. To locate a BB&T financial center in your area, please visit BBT.com.

Electronic fund transfers (For Consumer Accounts Only. Commercial Accounts refer to the Commercial Bank Services Agreement.)

Services such as Bill Payments and Zelle® are subject to the terms and conditions governing those services, which may not provide an error resolution process in all cases. Please refer to the terms and conditions for those services.

In case of errors or questions about your electronic fund transfers, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, IMMEDIATELY call 1-800-226-5228 or write to:

Fraud Management
P.O. Box 1014
Charlotte, NC 28201

Tell us as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and deposit account number (if any)
- Describe the error or transfer you are unsure of, and explain as clearly as you can why you believe it is an error or why you need more information
- Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you also send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you, and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or questions for ATM transactions made within the United States and up to ninety (90) days for new accounts, foreign initiated transactions and point-of-sale transactions. If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, minus a maximum of \$50. If we ask you to put your complaint in writing, and we do not receive it within ten (10) business days, we may not re-credit your account and you will not have use of the money during the time it takes us to complete our investigation.

Tell us AT ONCE if you believe your access device has been lost or stolen, or someone may have electronically transferred money from your account without your permission, or someone has used information from a check to conduct an unauthorized electronic fund transfer. If you tell us within two (2) business days after you learn of the loss or theft of your access device or the unauthorized transaction, you can lose no more than \$50 if someone makes electronic transfers without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your access device or the unauthorized transaction, and we can prove we could

have stopped someone from making electronic transfers without your permission if you had told us, you could lose as much as \$500. Also, if your periodic statement shows transfers you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after sixty (60) days if we can prove we could have stopped someone from taking the money if you had told us in time.

Important information about your Constant Credit Account

Once advances are made from your Constant Credit Account, an INTEREST CHARGE will automatically be imposed on the account's outstanding "Average daily balance." The INTEREST CHARGE is calculated by applying the "Daily periodic rate" to the "Average daily balance" of your account (including current transactions) and multiplying this figure by the number of days in the billing cycle. To get the "Average daily balance," we take the beginning account balance each day, add any new advances or debits, and subtract any payments or credits and the last unpaid INTEREST CHARGE. This gives us the daily balance. Then we add all of the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average daily balance."

Billing Rights Summary

In case of errors or questions about your Constant Credit statement

If you think your statement is incorrect, or if you need more information about a Constant Credit transaction on your statement, please call 1-800-BANK BBT or visit your local BB&T financial center. To dispute a payment, please write to us on a separate sheet of paper at the following address:

Bankcard Services Division
PO Box 200
Wilson NC 27894-0200

We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared. You may telephone us, but doing so will not preserve your rights. In your letter, please provide the following information:

- Your name and account number
- Describe the error or transfer you are unsure about, and explain in detail why you believe this is an error or why you need more information
- The dollar amount of the suspected error

During our investigation process, you are not responsible for paying any amount in question; you are, however, obligated to pay the items on your statement that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount in question.

Mail-in deposits

If you wish to mail a deposit, please send a deposit ticket and check to your local BB&T financial center. Visit BBT.com to locate the BB&T financial center closest to you. Please do not send cash.

Change of address

If you need to change your address, please visit your local BB&T financial center or call BB&T Phone24 at 1-800-BANK BBT (1-800-226-5228).

How to Reconcile Your Account		Outstanding Checks and Other Debits (Section A)			
		Date/Check #	Amount	Date/Check #	Amount
1.	List the new balance of your account from your latest statement here:				
2.	Record any outstanding debits (checks, check card purchases, ATM withdrawals, electronic transactions, etc.) in section A. Record the transaction date, the check number or type of debit and the debit amount. Add up all of the debits, and enter the sum here:				
3.	Subtract the amount in Line 2 above from the amount in Line 1 above and enter the total here:				
4.	Record any outstanding credits in section B. Record the transaction date, credit type and the credit amount. Add up all of the credits and enter the sum here:				
5.	Add the amount in Line 4 to the amount in Line 3 to find your balance. Enter the sum here. This amount should match the balance in your register.				
		Outstanding Deposits and Other Credits (Section B)			
		Date/Type	Amount	Date/Type	Amount

For more information, please contact your local BB&T branch, visit BBT.com or contact us at 1-800 BANK BBT (1-800-226-5228). MEMBER FDIC

PREPARED 05/13/2019, 8:00:44
PROGRAM GM362LA

GENERAL LEDGER ACTIVITY

FISCAL YEAR: 2019

ACCOUNT NUMBER SELECTION
ACCOUNT: 778-0000-101.01-11
TYPE: O (O-ONLY, R-RANGE, S-SELECTIVE)

PERIOD...FROM: 10 TO: 10

PRINT SUMMARY TOTALS ONLY (Y/N) : N
SUPPRESS PRINTING OF ACCOUNTS WITHOUT ACTIVITY (Y/N) : N
EXCLUDE REVENUE AND EXPENSE SUMMARY ACCOUNTS (Y/N) : N
PRINT PERIOD BALANCE (Y/N) : N
PAGE BREAK ON ACCOUNT (Y/N) : N
PAGE BREAK BY FUND (Y/N) : Y

PREPARED 05/13/2019, 8:00:44
 PROGRAM GM3621LA
 CITY OF WINCHESTER

GENERAL LEDGER ACTIVITY LISTING

APP NUMBER	PER.	CD	DATE	TRANSACTION	NUMBER	DESCRIPTION	DEBITS	CREDITS	BEGINNING / ENDING BALANCE
778-0000-101.01-11				CHECKING ACCOUNT / EDA		BB&T ESCROW ACCT			24,500.00
GM 06575	10/19	AJ	04/01/19	AJ06575		Bus Online User Fee	5.00	5.00	24,495.00
ACCOUNT TOTAL									
FUND TOTAL							.00	5.00	24,495.00

EDA Operating Budget Fiscal Year 2020
July 1, 2019- June 30, 2020

Code	Expenses	Budgeted Amt.
31-20 Accounting & Audit	Accountant	\$5,000.00
	Auditor	\$15,000.00
31-30 Management Consulting	Consultants	\$40,000.00
31-50 Legal Services	Attorney	\$20,000.00
33-25 Computer Software	Jobs EQ	\$5,500.00
36-20 Marketing & Advertisement	Conference Sponsorship	\$7,500.00
	Marketing Program	\$5,000.00
	Target Industry Outreach	\$7,000.00
	Promotional Items	\$7,500.00
	Joint Marketing Efforts	\$10,000.00
53-04 Insurance	Property Insurance	\$6,315.00
56-01 Contributions-Grants	Commercial Rehab. Grant	\$50,000.00
	MEDPIG	\$25,000.00
	Exterior Improvement Grant	\$50,000.00
	Job Creation Grant	\$50,000.00
56-99 Contributions-Sponsorships	SBDC	\$20,000.00
	WoW!	\$4,600.00
	Expo	\$1,500.00
	MFG Week	\$5,000.00
	Widget Cup	\$500.00
	Public Relations Prospect Events	\$3,000.00
58-10 Dues & Memberships	Chamber of Commerce	\$315.00
	Site Location Partnership	\$5,300.00
58-72 Misc Charges & Fees	Bank Fees	\$100.00
Total		\$344,130.00

	FY19				Total Spent as of April 30th
	Budgeted	Total Spent as of Jan. 1, 2019	Actual Feb.	Actual March	
Professional Fees					
Auditor	\$15,000	\$0.00	\$0.00	\$0.00	\$0.00
Accountant	\$1,200	\$2,660.85	\$380.85	\$65.85	\$1,221.95
Consultants	\$40,000	\$0.00	\$0.00	\$0.00	\$0.00
Insurance					
Virginia Municipal League	\$4,500	\$6,312.75	\$0.00	\$0.00	
Service Charges					
BB&T	\$100	\$43.68	\$25.84	\$5.90	\$1.61
Marketing & Advertisement					
Marketing Program	\$5,000	\$9,795.00	\$0.00	\$0.00	\$0.00
Conference	\$7,500	\$0.00	\$2,500.00	\$1,500.00	\$1,299.93
Sponsorships	\$5,000	\$0.00	\$0.00	\$0.00	\$0.00
Opportunities	\$5,500	\$5,300.00	\$0.00	\$0.00	\$0.00
SLP Contract					
Target Industry Outreach	\$7,500	\$0.00	\$0.00	\$0.00	\$0.00
Joint Marketing Efforts	\$15,000	\$0.00	\$655.10	\$0.00	\$0.00
Promotional Items					
Promotional Items	\$7,500	\$896.56	\$184.05	\$0.00	\$0.00
Licenses & Permits					
Jobs EQ	\$4,000	\$1,000.00	\$4,497.35	\$0.00	\$0.00
Dues & Memberships					
Chamber	\$350	\$0.00	\$315.00	\$0.00	\$0.00
Executive Pulse	\$600	\$0.00	\$0.00	\$0.00	\$0.00
Contribution Revenue					
SBDC	\$20,000	\$20,000.00	\$0.00	\$0.00	\$0.00

Grant Programs								
Commercial Rehab. Grant	\$30,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Exterior Improvement Grant	\$50,000	\$44,203.03	\$0.00	\$10,000.00	\$0.00	\$0.00	\$54,203.03	\$0.00
MEDPIG Job Creation Grant	\$25,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grant	\$50,000	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,500.00	\$0.00
Public Relations								
Wo/Wi	\$4,600	\$4,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,600.00	\$0.00
Bus/Ed Summit	\$1,500	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MFG Week	\$5,000	\$1,714.83	\$0.00	\$0.00	\$0.00	\$0.00	\$1,714.83	\$0.00
Widget Cup	\$500	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	\$0.00
Opportunities	\$2,000	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00
Prospect Events	\$3,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Legal Fees								
Attorney	\$25,000	\$11,295.15	\$2,312.10	\$0.00	\$0.00	\$0.00	\$13,607.25	\$0.00
Professional Development								
Seminars & Events	\$5,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$340,350	\$112,371.85	\$11,370.29	\$11,571.75	\$0.00	\$2,523.49	\$137,837.38	\$0.00

33 East Boscawen Street
Suite 101
Winchester, VA 22601
(540) 667-1815

May 21, 2019

TO: Board of Directors,
Winchester Economic Development Authority

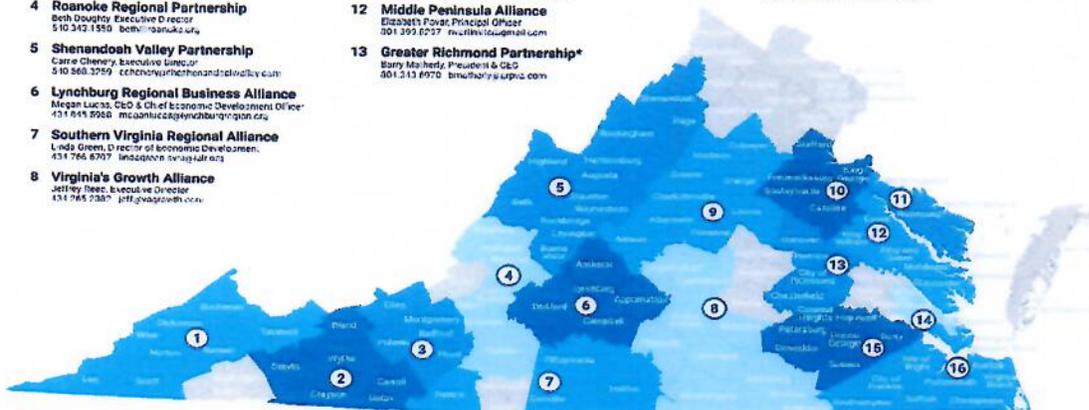
FROM: Shawn Hershberger
Executive Director

RE: Regional Economic Development Organization

Cultivating relationships with site consultants has long been a primary proactive marketing tactic of the economic development entities and one the City of Winchester has begun pursuing. At this time we have been made aware of changes to the Virginia Economic Development Partnership's (VEDP) practices concerning interaction with site selectors. This new process permits site selectors to engage only with formally recognized regional economic development organizations (REDO) in the State. Unfortunately, the City of Winchester and others in northwest Virginia are not part of such an organization.

REGIONAL ECONOMIC DEVELOPMENT ORGANIZATIONS

- | | | |
|---|--|--|
| <p>1 Virginia's e-Region (Virginia Coalfield EDA)
Jonathan Belcher, Executive Director
276 869 0381 jbelcher@vacoalfield.org</p> <p>2 Virginia's Industrial Advancement Alliance
Joshua Lewis, Executive Director
276 783 6103 jlewis@vialiance.org</p> <p>3 Onward New River Valley
Charlie Jewel, Executive Director
510 767 0067 charlie@onwardnrv.org</p> <p>4 Roanoke Regional Partnership
Beth Doughty, Executive Director
540 342 1550 beth@roanoke.com</p> <p>5 Shenandoah Valley Partnership
Carron Chery, Executive Director
540 368 3259 cchery@shenandoahpartnership.com</p> <p>6 Lynchburg Regional Business Alliance
Megan Lucas, CEO & Chief Economic Development Officer
434 644 8960 mlucas@lrbabusinessalliance.org</p> <p>7 Southern Virginia Regional Alliance
Linda Green, Director of Economic Development
434 766 6797 lindagreen@svra.org</p> <p>8 Virginia's Growth Alliance
Jeffrey Nees, Executive Director
434 765 2387 jnees@gva.org</p> | <p>9 Central Virginia Partnership
Helen Coulburn, President
424 575 5610 hcoulburn@centralvirginia.org</p> <p>10 Fredericksburg Regional Alliance (Fredregion)
Clary Roberts, President
810 261 7370 clary@fredregion.com</p> <p>11 Northern Neck Chesapeake Bay Region Partnership
Jerry W. Davis, AED/Executive Director
804 223 1900 jdavis@nncp17.state.va.us</p> <p>12 Middle Peninsula Alliance
Elizabeth Pover, Principal Officer
801 393 6237 epover@mpa.com</p> <p>13 Greater Richmond Partnership*
Barry Maherly, President & CEO
804 513 6970 bmaherly@grpva.com</p> | <p>14 Greater Williamsburg Partnership
David Berry, Executive Director
844 497 2223 dberry@grwpa.com</p> <p>15 Virginia's Gateway Region*
Keith Boswell, President & CEO
804 732 8371 kboswell@qtcgatewayregion.com</p> <p>16 Hampton Roads Economic Development Alliance
Eric Winkler, President & CEO
757 627 2315 ewinkler@hreda.com</p> |
|---|--|--|



* Chesterfield County is in the Greater Richmond Partnership and Virginia's Gateway Region

"To be a financially sound City providing top quality municipal services while focusing on the customer and engaging our community."

That being said, the directors from the EDAs of the City of Winchester, Frederick County, Clarke County have had conversations and are proposing the creation of a REDO in our region exclusively and solely to facilitate, strengthen, and expand our interaction with site selectors and business attraction managers with the Virginia Economic Development Partnership. The EDA staffs, in partnership with VEDP, are drafting a resolution to establish this REDO. It should be noted that this REDO would be different from other REDOs, as this entity would be structured in a manner that it would not have ANY staff, a bank account or legal status. The payment for any partnership activities with the State will be conducted within existing financial and banking processes of each EDA.

This REDO would enhance the EDA focus on site selectors. While it may slightly increase staff workload, the enhanced benefits grossly outweigh the time demand. Finally, this entity should strengthen our current partnerships with Frederick and Clarke Counties (i.e. The Workforce Initiative) and perhaps open doors for future partnership opportunities. The inclusion of other neighboring localities could occur over time.

Frederick County is proposing to bring the concept to their EDA Board for discussion at their June 6th meeting. Timing is critical so all of the participating EDAs can complete their required procedural activity to permit engagement by the State on some key activities this Fall. If the EDA Board chooses to pursue the creation of this REDO, staff will work with the City Manager on any required information or procedural requirements of City Council.

Andrews Grading & Excavating LLC

735 Megeath Farm Ln

Front Royal, VA 22630

Phone: 540-631-0002

Fax: 540-635-8566

Toll Free: 877-4JO-DIRT

E-mail: jodirt@4jodirt.com

I have reviewed the documents and measured the structures and considered the conditions. Here is what I have come up with. UPDATED 5/14/19

\$217,444.00 that includes the following.

1. Mobilization of all necessary labor and equipment TWO times.
2. Demo and export to the Frederick County Landfill all unwanted debris for all of the structures noted.
3. Fill basements as needed with on site MASONRY or asphalt debris.
4. Rough grade site upon completion.
5. Clearing and tree removal as needed.
6. Payment for 1400 TONS at a rate of \$20.00 per ton , demo debris hauled to Frederick County Landfill.

OPTION to leave a portion of the historic house. DEDUCT \$8000.00 Excludes traffic control, below grade demolition, quantities of debris beyond 1400 tons, buried tanks and hazardous materials.

If you have any questions please call. If you decide to move forward or want to compare apples to apples. We will gladly provide a formal contract and certificate of insurance. I have attached our contractors license and a W9. FYI, we have plowed snow for the City of Winchester and have a positive relationship with public works.

\$217,444

Demo

+

tip

everything

Proposal

United Wreckers & Excavators, Inc
2771 Butlers Chapel Road
Martinsburg WV 25403

PH: (304) 754-8072 FAX: (304) 754-8072 Email: joe@unitedwreckers.com

Proposal Submitted To		Work Location
Name:	Winchester EDA Shawn Hershberger	202 E Piccadilly Street Winchester VA
Address:		
Phone:	540-722-7577	
Date:	5/14/2019	

Contractor will furnish all labor and all equipment required to raze and remove to building located:

202 E Piccadilly Street
Winchester VA

- Contractor will remove all demolition materials and all demolition debris from said premises.
- Contractor will pay all hauling fees
- Contractor will rough grade area
- Contractor will work with EDA on work schedule

Additional/Special Contract Provisions:

- Owner will pay landfill
- Owner will disconnect utilities
- Owner will manage traffic control
- Price includes mobilization

FOR THE TOTAL SUM OF: \$9,500 (Nine Thousand Five Hundred Dollars)

This contract price does NOT include removal of any hazardous material unless otherwise stated above. Changes in the above specifications may be made only upon written agreement and extra charges will be made. All Salvage materials become property of said contractor upon signing of this document. All agreements are contingent upon delays beyond our control. You, the owner, are to carry fire, tornado, and other necessary insurance upon the above work. Our workers are fully covered by Workers Compensation and general liability insurance. This proposal may be withdrawn by us at any time prior to acceptance. **PAYMENT IS DUE IN FULL UPON COMPLETION** the day the job is finished unless otherwise specified. This proposal is valid for 30 days from the above submitted date.

Respectfully submitted by: UNITED WRECKERS & EXCAVATORS, INC

Per Joseph N. Dugan, President

T
A
\$129,000 total

Demo
+
\$8,000 tipping
fees

Acceptance
accepted.

DATE: _____

Proposal

United Wreckers & Excavators, Inc

2771 Butlers Chapel Road

Martinsburg WV 25403

PH: (304) 754-8072 FAX: (304) 754-8072 Email: joe@unitedwreckers.com

Proposal Submitted To		Work Location
Name:	Winchester EDA Shawn Hershberger	204 N Kent Street 206 N Kent Street
Address:		
Phone:	540-722-7577	
Date:	5/14/2019	

Contractor will furnish all labor and all equipment required to raze and remove to buildings located:

204 N Kent Street Winchester VA	\$13,000
206 N Kent Street Winchester VA (Entire Building)	\$21,000

Contractor will remove all demolition materials and all demolition debris from said premises.
Contractor will pay all hauling fees.
Contractor will rough grade area

Additional/Special Contract Provisions:

Owner will pay landfill.

Estimated Tipping Fees 200 Tons	\$4,000
---------------------------------	---------

Owner will disconnect utilities.

Owner will manage traffic control

FOR THE TOTAL SUM OF: \$34,000 (Thirty Four Thousand Dollars)

This contract price does NOT include removal of any hazardous material unless otherwise stated above. Changes in the above specifications may be made only upon written agreement and extra charges will be made. All Salvage materials become property of said contractor upon signing of this document. All agreements are contingent upon delays beyond our control. You, the owner, are to carry fire, tornado, and other necessary insurance upon the above work. Our workers are fully covered by Workers Compensation and general liability insurance. This proposal may be withdrawn by us at any time prior to acceptance. **PAYMENT IS DUE IN FULL UPON COMPLETION** the day the job is finished unless otherwise specified. This proposal is valid for 30 days from the above submitted date.

Respectfully submitted by: UNITED WRECKERS & EXCAVATORS, INC

Per 
Joseph N. Dugan, President

Acceptance

The above prices, specification and conditions are accepted.

ACCEPTED BY: _____

Printed Name/Signature

DATE: _____

Proposal

United Wreckers & Excavators, Inc

2771 Butlers Chapel Road

Martinsburg WV 25403

PH: (304) 754-8072 FAX: (304) 754-8072 Email: joe@unitedwreckers.com

Proposal Submitted To		Work Location
Name:	Winchester EDA Shawn Hershberger	204 - 210 E Piccadilly Street 214 E Piccadilly Street
Address:		
Phone:	540-722-7577	
Date:	5/14/2019	

Contractor will furnish all labor and all equipment required to raze and remove to buildings located:

204 - 210 E Piccadilly Street Winchester VA	\$42,000
214 E Piccadilly Street Winchester VA	\$43,500

Contractor will remove all demolition materials and all demolition debris from said premises.
Contractor will pay all hauling fees.
Contractor will rough grade area.

Additional/Special Contract Provisions:

Owner will pay landfill.

Estimated Tipping Fees 200 tons	\$4,000
---------------------------------	---------

Owner will disconnect utilities.

Owner will manage traffic control

FOR THE TOTAL SUM OF: \$85,500 (Eighty Five Thousand Five Hundred Dollars)

This contract price does NOT include removal of any hazardous material unless otherwise stated above. Changes in the above specifications may be made only upon written agreement and extra charges will be made. All Salvage materials become property of said contractor upon signing of this document. All agreements are contingent upon delays beyond our control. You the owner, are to carry fire, tornado, and other necessary insurance upon the above work. **Our workers are fully covered by Workers Compensation and general liability insurance.** This proposal may be withdrawn by us at any time prior to acceptance. **PAYMENT IS DUE IN FULL UPON COMPLETION** the day the job is finished unless otherwise specified. This proposal is valid for 30 days from the above submitted date.

Respectfully submitted by: UNITED WRECKERS & EXCAVATORS, INC

Per 
Joseph N. Dugan, President

Acceptance

The above prices, specification and conditions are accepted

ACCEPTED BY: _____ DATE: _____
Printed Name/Signature

May __, 2019

VIA EMAIL: shawn.hershberger@winchesterva.gov

Cameron Street Investments, LLC
C/O: City of Winchester Virginia
Attention: Shawn Hershberger
Winchester, VA 22902

Re: Purchase of those certain parcels of real estate known as 200 and 214 North Cameron Street, Winchester, Virginia, consisting of approximately 0.2640 and 0.1160 acres, respectively, for a total of approximately 0.38 acres ("**Property**")

Dear Shawn:

This letter is intended to outline the proposed business terms under which Lynx Acquisitions, LLC, and its successors and assigns, ("**Purchaser**") will acquire the Property from Cameron Street Investments, LLC ("**Seller**"). The Purchaser intends to combine the Property with additional parcels of adjacent project owned by Glaize Properties Inc. ("**Glaize Parcels**") to build a mixed-use development ("**Master Project**").

Subject to agreement to the business terms as outlined herein, and the execution of a mutually acceptable purchase and sale agreement ("Purchase and Sale Agreement") and related documents, the proposed terms are:

1. Purchase Price.

(a) Amount. The Purchase Price for the Property will be \$325,900 (0.36 times \$850,000).

(b) Payment of Purchase Price. The purchase price will be payable as follows:

(i) Deposit. \$25,000 as a good faith deposit upon the execution of the Purchase and Sale Agreement ("**Deposit**").

(ii) The remaining Purchase Price shall be paid at closing. At the time of closing of this transaction ("**Closing**"), the Deposit shall be applied towards the Purchase Price.

3 Due Diligence Period.

(a) Initial Due Diligence Period. Purchaser shall have a period of time beginning from the full execution of the Purchase and Sale Agreement and ending ninety (90) days thereafter (as may be extended per the extensions described below, "**Due Diligence**")

Period") to conduct its due diligence review and inspection of the Property to determine the suitability of the Property for Purchaser's intended use and to review and inspect all environmental matters, zoning, title reports, surveys, and to conduct such other studies and investigations as Purchaser may deem necessary in its sole discretion. If Purchaser determines that its inspections, investigations and the like are unacceptable or unsatisfactory in its sole discretion, the Purchaser may within five (5) days after the expiration date of the Due Diligence Period, terminate the Purchase and Sale Agreement by giving written notice of termination to the Seller and upon such termination, neither party shall have any further obligation to the other and the Deposit shall be refunded to the Purchaser.

(b) Extension of Due Diligence Period. Purchaser shall have the right to extend the Due Diligence Period three (3) times, each for thirty (30) additional days, upon giving notice to Seller within five (5) days after the expiration date of the Due Diligence Period and the payment of an additional \$10,000 Deposit for each extension.

(c) Additional Extension of Due Diligence Period. In addition to the foregoing right to extend the Due Diligence Period, the parties agree that the Due Diligence Period will be extended as reasonably necessary to obtain all municipal approvals, including, without limitation: (i) approvals of applicable architectural review boards, (ii) approval of the Site Plan, (iii) approval of a Special Use Permit (if applicable), and (iii) necessary utility easements (collectively, "Governmental Requirements"). The Seller agrees to cooperate with and assist Purchaser, at no cost to Seller, to satisfy Governmental Requirements.

4. Closing.

(a) Initial Closing Date. The closing will be 60 days after the expiration of the Due Diligence Period, or extension thereof (as may be extended per the extensions described below, "**Closing Date**").

(b) Extension of Closing. Purchaser shall have the right to extend the Closing Date two (2) times, each for thirty (30) additional days, upon giving notice to Seller within five (5) days prior the then current Closing Date and the payment of an additional \$10,000 Deposit for each extension.

5. Economic Development Grant. In addition to customary conditions, the Purchaser's obligations will be subject to approval by City Council and EDA for a Grant equal to 100% of the Incremental Real Estate Tax Revenue for the Master Project (both the Property and Glaize Parcels) for a period of 15 years ("**Grant**"). The Grant will be subject to the following conditions:

6. Administrative Fee. The Purchaser agrees that it will pay the City of Winchester Economic Development Authority ("**EDA**") an administrative fee, equal to \$15,000 per year, earned on an annual basis, beginning on the first day of the first month following the first payment of the Grant, with a pro-rata share of such fee earned for any partial calendar year ("**Administrative Fee**").

7. **Reimbursement of EDA Costs.** To defray the EDA's cost to demo the building previously located on the Property and certain other related costs, the Purchaser will reimburse the EDA in an amount not to exceed \$400,000 ("**Reimbursement Amount**"), to be paid within 4 years of the Closing Date ("**Reimbursement Due Date**"). The Reimbursement Amount will be paid to the EDA upon achievement of the following milestones.

Milestone	Reduction in Reimbursement Amount
1. Filing with the City a Site Plan for at least 75 apartment units and 4,000 sq. ft. of retail/commercial (" Initial Phase "), within a year of Closing Date*	\$75,000
2. Filing with the City a building permit application for the Initial Phase	\$75,000
3. Commencement of Construction for the Initial Phase	\$75,000
4. Receipt of Certificate of Occupancy for the Initial Phase	\$150,000

*Each deadline for the milestones described above will be extended for an additional 120 days, if the Purchaser is diligently proceeding towards satisfaction of the Milestones.

6. **Other Expenses.** With respect to closing of the purchase of the Property, each party shall pay its own attorney's fees. The amount payable to Seller at closing shall be adjusted by customary prorations on commercial transactions of this type to include but not limited to real estate taxes. The Seller will pay the Grantor's tax on the deed and the Purchaser will pay all recording taxes and fees with regard to the deed.

7. **Definitive Agreement.** Except as otherwise provided below, the letter of intent is not intended to be a legally binding agreement, but represents the intention of both parties to pursue negotiations towards a definitive Purchase and Sale Agreement. There will be no legally binding agreement with regard to the sale of the Property unless and until a mutually acceptable Purchase and Sale Agreement is fully executed by all parties. The definitive Purchase and Sale Agreement will contain customary representations and warranties with respect to the Property including but not limited to title, Seller's authority, other approvals necessary, outstanding agreements regarding sale or occupancy, environmental matters, wetlands, roll back taxes, binding obligations to municipal or state authorities, lawsuits and condemnation.

8. **No Broker.** Purchaser and Seller represent that no broker is involved in this transaction.

9. **No Further Solicitation.** In consideration of the time, effort and expense which will be incurred by the Purchaser in reviewing and considering the transaction contemplated by this letter of intent, Seller agrees it will not, during the period commencing on the day hereof and ending forty-eight hours after this letter of intent is delivered to Seller or Seller's broker, negotiate, discuss or otherwise communicate with any other potential purchaser of the Property, unless prior to the expiration of such period, Purchaser notifies Seller that Purchaser has terminated its interest in acquiring the Property.

Purchaser's offer to enter into this agreement is to exist only until May ___, 2019. Unless this agreement is signed by Seller and returned to Purchaser by May ___, 2019 at 4:00 p.m. eastern standard time, then Purchaser's offer to enter into this agreement shall be null and void at the Purchaser's option.

If the above terms are acceptable to you, please sign and return a copy of the letter to me. Should you have any questions, do not hesitate to contact me.

Sincerely,

LYNX ACQUISITIONS, LLC,
a Virginia limited liability company

Name: Richard W. Gregory
Its: Manager

Accepted and Agreed to:
___ Day of _____, 2019

Cameron Street Investments, LLC
By:
Title:

CITY OF WINCHESTER INDUSTRIAL ECONOMIC DEVELOPMENT AUTHORITY, LLC

By: _____
Name:
Title:

Addendum 1
 To
 Commercial Purchase Agreement
 By and Between
 Piccadilly Street Investments, LLC as Seller ("PSI")
 And
 Providence Capital Partners, LLC, and/or Assigns as Purchaser ("PC")
 Dated May __, 2019
 (the "Agreement")

The following terms and conditions are included in the Agreement

Property Description not including the Greenspace:

Street No	Street	Tax ID	Owner	Acreage
202	E Piccadilly	174-1-J-21	Piccadilly Street Investments, LLC	0.02
204-206	E Piccadilly	174-1-J-20	Piccadilly Street Investments, LLC	0.11
210	E Piccadilly	174-1-J-19	Piccadilly Street Investments, LLC	0.10
212-214	E Piccadilly	174-1-J-18	Piccadilly Street Investments, LLC	0.28
204	N Kent St	174-1-J-22	Piccadilly Street Investments, LLC	0.03
206	N Kent St	174-1-J-23	Piccadilly Street Investments, LLC	0.06

Greenspace:

That certain tract of real property located in the City of Winchester, Virginia, having tax parcel number TM #174-01-J-17 and containing approximately 17,869 sq. ft. or 0.4102 ac. and legally described on Exhibit "X" attached hereto. Prior to the Closing, PSI shall acquire the Greenspace from the City of Winchester. The Greenspace will be conveyed by the City of Winchester subject to a deed restriction or public use easement in a form reasonably acceptable to PC and PSI and agreed to by the parties including the City prior to the expiration of the Feasibility Period providing for use of the Greenspace by the City of Winchester and the public for park and green space purposes in perpetuity and providing for the landscape maintenance only by PC and/or its successors after Closing. All improvements, such as park benches, monuments, lighting, and sidewalks and other hardscape improvements thereon installed by the City of Winchester shall be maintained in perpetuity by PC and/or its successors after Closing. PC's intent in acquiring the Greenspace is that it shall completely satisfy any and all open space or green space requirements for Purchaser's intended Project on the Property (approximately 47 apartment units, approximately 4,500 sf of ground floor retail use and required on-site parking). The Closing under this Agreement is conditioned upon the prior or contemporaneous closing under the Greenspace

contract. In the event the City fails or refuses to convey the Greenspace in accordance with the above provisions at or prior to the Closing through no fault of PC, PC shall have the right to terminate this Agreement and receive a return of the Deposit.

- Property: All of the property described above including the Greenspace.
- Purchase Price: The total consideration to be paid by PC to PSI for the Property is Seven Hundred Twelve Thousand and No/100ths Dollars (\$712,000.00) plus the aggregate Additional Consideration (as defined in the Additional Consideration Agreement in the form attached hereto as Exhibit "Y" (the "Additional Consideration Agreement"), payable from time to time in accordance with the provisions of the Additional Consideration Agreement which PC and PSI shall enter into at Closing.
- Deposit: Twenty-Five Thousand Dollars (\$25,000.00) has been paid to Champion Title and Settlements, PC's title company (the "Deposit"). In the event PC, prior to the end of the Feasibility Period, notifies PSI in writing of the exercise of its right to terminate the Agreement pursuant to Paragraph 4C of the Commercial Purchase Agreement, the Agreement shall terminate. In the event of such termination, (i) PC shall immediately notify Escrow Agent and PSI, (ii) the obligations under this Agreement shall terminate, (iii) the Deposit shall be refunded to PC and (iv) neither party shall have any further liability or obligations to the other. After the successful completion of the Feasibility Period, the Deposit shall be non-refundable to PC except as otherwise provided in the Agreement and shall be applied to Purchase Price.
- Title: During the Feasibility Period, the PSI shall provide a title report showing good and marketable title to the Property, which would be conveyed by Special Warranty Deed, insurable at standard rates and shall be free of liens and encumbrances subject to standard exceptions and matters of record. PC shall examine the title report and report to PSI any concerns or defects within thirty (30) days prior to the end of the Feasibility Period.
- Feasibility Period: Within five (5) days of full execution of this Agreement, PSI shall provide PC electronic copies of all items set forth in Paragraph 4.B. of the Commercial Purchase Agreement. PC shall have one hundred (180) days from the date of full execution of the Agreement to study the Property, during which time PC or its representatives shall (i) have the right to enter the Property for the purposes of making surveys, tests, and studies, (ii) prepare and submit site plan for approval and secure unappealable site plan

approval, (iii) submit building plans for approval and secure same, (iv) secure suitable financing in PC's sole discretion, and (v) other requirements necessary to commence development operations in PC's sole discretion (the "Feasibility Period"). In the event PC determines the Property, in PC's sole and absolute discretion, is not suitable for PC's intended use PC shall have the right to terminate the Agreement by written notice to PSI prior to the expiration of the Feasibility Period, whereupon the Deposit shall be returned to PC, the Agreement shall become null and void and the parties shall have no further obligation under the Agreement. If PC does not provide written notice of termination of the Agreement prior to the expiration of the Feasibility Period, Purchaser shall have no further right to terminate the Agreement pursuant to this paragraph and the Deposit shall become non-refundable to PC, except as otherwise set forth in the Agreement in the case of PSI's default.

Notwithstanding the foregoing, PC shall have the right to extend the Feasibility Period by one (1) period of ninety (90) days by providing prior written notice to the PSI of its intent to so extend. Said written notice of the intent to extend, if any, would be due to PSI on or before ten (10) days prior to the expiration of the then-current Feasibility Period.

Closing: Closing shall occur within thirty (30) days of satisfactory completion of the Feasibility Period at Purchaser's title company or such other location as the parties mutually agree.

Zoning: PSI shall cause the Greenspace to be re-zoned B-1 in the City of Winchester, Virginia prior to Closing as an additional condition to Closing under Section 6 of the Agreement. The remainder of the Property is currently zoned B-1. Seller will not cause or allow the zoning on the remainder of the Property to be changed from B-1.

Brokerage: PSI and PC acknowledge that neither the PSI nor PC are represented by a real estate broker in this transaction.

Disclosure: All parties acknowledge that Robert B. Seidel is a licensed real estate broker in Virginia and that Seidel is a member of Purchaser.

PSI's Responsibilities: Prior to Closing, PSI will abate all hazardous materials and demolish all improvements, foundations and underground utilities at its sole cost and expense. PC will reimburse the actual abatement and demolition costs to PSI without mark-up at Closing up to \$200,000. In the event that the cost of hazardous waste abatement

exceeds the sum of \$200,000, PSI reserves the right, at its sole discretion, to terminate the Agreement.

PSI will provide good, indefeasible, insurable and marketable title to the Property.

PSI shall serve as the liaison for all City communication and submittals.

PSI shall serve as the liaison in communication with all agencies who may provide benefit under the Enterprise zone or other grants, loans, etc.

MOU: This Agreement amends, restates and supersedes in its entirety that certain Memorandum of Understanding (the "MOU") among PC, the City of Winchester, Virginia, Economic Development Authority (the "EDA") dated March 9, 2018, as amended and assigned to and assumed by PSI by First Amendment (the "First Amendment") to Memorandum of Understanding dated December 11, 2018 and the Extension of Study Period Pursuant to The Memorandum of Understanding, dated April 17, 2019, (the "Extension"). PSI and PC are parties to that certain Deposit Escrow Agreement dated March 16, 2018 as a result of the assignment and assumption by PSI of all of the rights of the EDA under the MOU pursuant to the First Amendment and the Extension. PC and PSI agree that the Escrow Amount (\$25,000) held by the Escrow Agent shall continue to be held and disbursed by the Escrow Agent as the Deposit in accordance with the Agreement. The Deposit Escrow Agreement is hereby terminated. From and after the date of the Agreement the disposition of the Deposit shall be governed by the Agreement.

DEFAULT: There is hereby added to the end of the first sentence of Section 13.C of the Agreement the following: "; provided, however, if a default cannot be cured within such ten (10) day period, the defaulting party shall have such additional time to cure the default as is reasonably necessary (not to exceed ninety (90) days) so long as the defaulting party commences to cure within such ten (10) day period and diligently pursues the cure of the default."

ASSIGNMENT: PC hereby assigns the Agreement to EPicc Lofts, LLC, a Virginia Limited Liability Company. By signing this Addendum 1 below, Seller hereby consents to such assignment and EPicc Lofts, LLC hereby assumes this Agreement and agrees to perform all of the obligations of PC hereunder. The Agreement may be further assigned with the prior written consent of PSI which shall not be unreasonably withheld, conditioned or delayed.

PROVIDENCE CAPITAL PARTNERS, LLC
a Virginia limited liability company

By: _____
Name: _____
Its: _____

EPICC LOFTS, LLC,
a Virginia limited liability company

By: _____
Name: _____
Its: _____

PICCADILLY STREET INVESTMENTS, LLC,
a Virginia limited liability company

By: _____
Name: _____
Its: _____

Exhibit "X"
Greenspace

LEGAL DESCRIPTION

BEGINNING AT A 5/8" IRON ROD FOUND ON THE SOUTHERN SIDE OF EAST FAIRFAX LANE, A VARIABLE WIDTH RIGHT OF WAY, AND BEING THE NORTHEAST CORNER OF THE LAND OF COBALT DEVELOPMENT, LLC, AS RECORDED AT INSTRUMENT #010002829 AMONG THE LAND RECORDS OF THE CITY OF WINCHESTER, VA; THENCE WITH THE SOUTH LINE OF EAST FAIRFAX LANE, S72°55'34"E A DISTANCE OF 84.48' TO A NAIL SET IN ASPHALT;

THENCE, WITH THE WEST LINE OF EAST PICCADILLY STREET, A VARIABLE WIDTH RIGHT OF WAY, THE FOLLOWING EIGHT (8) COURSES:

S19°53'06"E A DISTANCE OF 12.16' TO A DRILL HOLE SET IN THE CONCRETE SIDEWALK;

THENCE, WITH A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 7.00', HAVING AN ARC LENGTH OF 8.52', A CHORD BEARING OF S14°58'24"W, WITH A CHORD LENGTH OF 8.00' TO A DRILL HOLE SET IN THE CONCRETE SIDEWALK;

THENCE, WITH A REVERSE CURVE TURNING TO THE LEFT WITH A RADIUS OF 116.50', HAVING AN ARC LENGTH OF 8.44', A CHORD BEARING OF S47°45'23"W, WITH A CHORD LENGTH OF 8.44' TO A DRILL HOLE SET IN THE CONCRETE SIDEWALK;

THENCE, S44°35'04"W A DISTANCE OF 5.61' TO A DRILL HOLE SET IN THE CONCRETE SIDEWALK;

THENCE, S44°10'15"W A DISTANCE OF 41.06' TO A DRILL HOLE SET IN THE CONCRETE SIDEWALK;

THENCE, WITH A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 114.50', HAVING AN ARC LENGTH OF 83.00', A CHORD BEARING OF S64°56'15"W, A CHORD LENGTH OF 81.19' TO A DRILL HOLE SET IN THE CONCRETE SIDEWALK;

THENCE, WITH A REVERSE CURVE TURNING TO THE LEFT WITH A RADIUS OF 60.50', HAVING AN ARC LENGTH OF 71.29', A CHORD BEARING OF S51°56'34"W, A CHORD LENGTH OF 67.24' TO A DRILL HOLE SET IN THE CONCRETE SIDEWALK;

THENCE, WITH A REVERSE CURVE TURNING TO THE RIGHT WITH A RADIUS OF 66.50', HAVING AN ARC LENGTH OF 76.52', A CHORD BEARING OF S51°08'50"W, A CHORD LENGTH OF 72.31' TO 1/2" IRON ROD SET;

THENCE, N72°46'44"W A DISTANCE OF 40.36' TO A DRILL HOLE FOUND, THE SOUTHEAST CORNER TO THE LAND OF PICCADILLY STREET INVESTMENTS, LLC, AS RECORDED AS INSTRUMENT #170002935 AMONG THE LAND RECORDS OF THE CITY OF WINCHESTER, VA;

THENCE, WITH THE EASTERN LINE OF PICCADILLY STREET INVESTMENTS, LLC, N15°43'16"E A DISTANCE OF 119.00' TO A DRILL HOLE FOUND;

THENCE, S73°16'44"E A DISTANCE OF 3.19' TO A DRILL HOLE FOUND, THE EASTERN CORNER TO THE LAND OF PICCADILLY STREET INVESTMENTS, LLC AND BEING THE SOUTHWEST CORNER TO WILLIAM A. MARTIN, AS RECORDED AT DEED BOOK 222, PAGE 634 AMONG THE LAND RECORDS OF THE CITY OF WINCHESTER, VA ;

THENCE, S74°01'03"E A DISTANCE OF 111.40' TO A 5/8" IRON ROD FOUND, THE SOUTHEAST CORNER TO THE LAND OF SAID COBALT DEVELOPMENT, LLC;

THENCE, WITH THE EASTERN LINE OF THE LAND OF COBALT DEVELOPMENT, LLC, N17°43'31"E A DISTANCE OF 114.88' TO THE POINT OF BEGINNING,

HAVING A TOTAL AREA OF 17,869 SQUARE FEET, 0.4102 ACRES MORE OR LESS.

Exhibit "Y"
Additional Consideration Agreement

ADDITIONAL CONSIDERATION AGREEMENT

This ADDITIONAL CONSIDERATION AGREEMENT (this "Agreement") is executed this ___ day of _____, 20__ ("Effective Date"), by [EPICC LOFTS, LLC, a _____ limited liability company] ("EL"), whose address is PO Box 242, McLean, VA 22101 and Piccadilly Street Investments, LLC, a Virginia limited liability company ("PSI"), whose address is 33 E. Boscawen Street, Winchester, Virginia 22601.

A. WHEREAS, concurrently herewith, EL has purchased the parcel of real property located in Winchester, Frederick County, Virginia, as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"), from PSI pursuant to that certain Commercial Purchase Agreement dated as of May __, 2019 between Providence Capital Partners, LLC and PSI, as assigned by Providence Capital Partners to EL (as the same may have been amended from time to time, the "Purchase Agreement"); and

B. WHEREAS, EL has acquired the Property for the purpose of constructing a mixed-use residential apartment project containing approximately 47 apartment units with approximately 4,500 square feet of ground floor retail (the "Project"); and

C. WHEREAS, the total consideration to be paid by EL to PSI for the Property is subject to adjustment based on EL achieving certain performance hurdles with respect to the Project as more particularly described herein prior to the sale or conveyance of the Project to a third party; and

D. WHEREAS, the "Additional Consideration", as such term is defined herein, is to be paid by EL to PSI upon the sale or conveyance of the Project by EL after the date of this Agreement; and

E. WHEREAS, EL and PSI desire to execute this Agreement so as to evidence EL's continuing obligation to pay the Additional Consideration to PSI.

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is acknowledged EL and PSI hereby agree and covenant to the following:

1. The above recitals are true and correct and are incorporated herein.
2. Certain terms used herein are defined as follows:

(a) *Additional Consideration* shall mean the sum of (i) Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00), plus (ii) the Variable Amount.

(b) *Affiliate* shall mean with respect to a person any person or entity which is controlled by, controls or is under common control with that person.

(c) *Institutional Mortgagee* shall mean any bank, savings and loan institutions, insurance company, pension fund or other entity which is in the business of making commercial real-estate loans, other than an Affiliate of EL.

(d) *Substantial Completion* with respect to the Project means, the issuance of a G-704 certificate of substantial completion by the architect of record for the Project and the issuance by the City of Winchester of (i) a certificate of occupancy for each residential unit in the Project and (ii) a shell occupancy certificate for each retail space in the Project.

(e) *Third Party* shall mean a person or entity which is not an Affiliate of EL.

(f) *Variable Amount* means Three Hundred Seventy Thousand and No/100 Dollars (\$370,000.00), which amount will be reduced by twenty five percent (25%) upon the achievement of each of the following performance hurdles with respect to the development and construction of the Project prior to the sale or conveyance of the Property by EL to a Third Party: (1) approval of a site plan for the Project by the City of Winchester, (2) issuance of building permit(s) for the Project by the City of Winchester, (3) fifty percent (50%) completion of the construction of the Project, and (4) Substantial Completion of the Project. For example, if EL achieves 50% completion of the Project prior to the sale or conveyance of the Project to a Third Party, the Variable Amount shall be reduced by 75% to \$92,500 and if EL achieves Substantial Completion of the Project prior to the sale or conveyance of the Project to a Third Party, the Variable Amount shall be reduced by 100% to \$0.00.

3. EL agrees to pay to PSI the Additional Consideration as set forth in Section 4 below upon the sale or conveyance of the Property to a Third Party.

4. Upon the sale or conveyance of the Property, net proceeds of such transaction (after payment of reasonable and customary costs of sale, repayment of principal and accrued interest on debt secured by the Property and repayment of all other indebtedness, costs and expenses incurred by EL with respect to the acquisition, development, construction, operation, maintenance and repair of the Project through the date of sale closing) will be paid first to PSI, until PSI shall have received the Additional Consideration to which it is entitled under the terms detailed herein, and the remainder of net sales proceeds, if any, shall be paid to EL. EL will pay PSI's share of the net sales proceeds determined according to this Section 4 to PSI at the closing of the sale or conveyance of the Property. Notwithstanding anything to the contrary contained herein, EL shall have the right to pay the Additional Consideration owed to EL at any time from and after Substantial Completion of the Project whether or not in connection with the sale of the Property.



VIRGINIA ASSOCIATION OF REALTORS®
Commercial Purchase Agreement

Each commercial transaction is different. This form may not address your specific purpose. This is a legally binding document. If not understood, seek competent advice before signing.

This Commercial Purchase Agreement (the "Agreement") is dated 2019, between Piccadilly Street Investments, LLC ("Seller") and Providence Capital Partners, LLC and or assigns ("Purchaser"). The parties acknowledge that NA ("Listing Broker") represents Seller and that NA ("Selling Broker") represents [select one]: [] Seller [] Purchaser. The parties further acknowledge that disclosure of the brokerage relationships was made to them by the real estate licensees involved in this transaction when specific assistance was first rendered and confirmed in writing.

1. Sale of Property. Purchaser agrees to buy and Seller agrees to sell the land, all improvements thereon, and all rights and appurtenances thereto belonging, located in the City/County of Virginia, with a tax parcel no. of see Addendum #1 and a street address of see Addendum #1. Seller discloses that [select one]: [] there are no tenants or other parties in possession of the Property OR [] there are tenants or persons who are in possession of the Property as set forth on SCHEDULE A attached hereto.

2. Purchase Price. The purchase price for the Property is see Addendum #1 Dollars (\$). (the "Purchase Price") and shall be paid to Seller at Settlement, subject to the prorations and adjustments described herein, as follows:

A. Deposit: Purchaser shall make a deposit of \$see Addendum #1 to be held by (the "Escrow Agent") in the form of: [] check [] cash [] other (the "Deposit"). Purchaser [select one]: [] has paid the Deposit to the Escrow Agent OR [] will pay the Deposit to the Escrow Agent within days (the "Extended Deposit Date") after the date this Contract is fully executed by the parties. If Purchaser fails to pay the Deposit as set forth herein, then Purchaser shall be in breach of this Contract. At Seller's option and in lieu of all other remedies set forth in this Contract, Seller may terminate this Contract by written notice to Purchaser and neither party shall have any further obligation hereunder.

If the Escrow Agent is a Virginia Real Estate Board ("VREB") licensee, the parties direct the Escrow Agent to place the Deposit in an escrow account by the end of the fifth business banking day following the latter of: (i) the date this Contract is fully executed by the parties, or (ii) the Extended Deposit Date. If the Escrow Agent is not a VREB licensee, the parties direct the Escrow Agent to place the Deposit in an escrow account in conformance with applicable Federal or Virginia law and regulations. The Deposit may be held in an interest bearing account and the parties waive any claim to interest resulting from such Deposit. The Deposit shall not be released by the Escrow Agent until (i) credited toward the purchase price at settlement; (ii) Seller and Purchaser agree in writing as to its disposition, (iii) a court of competent jurisdiction orders a disbursement of the funds, or (iv) disbursed in such manner as authorized by the terms of this

Contract or by Virginia law or regulations. Seller and Purchaser agree that Escrow Agent shall have no liability to any party for disbursing the Deposit in accordance with this paragraph, except in the event of Escrow Agent's negligence or willful misconduct.

B. Balance. The balance of the Purchase Price shall be paid by Purchaser at Settlement in certified funds or bank wire (inclusive of any loan obtained by Purchaser to purchase the Property).

3. Settlement.

A. Settlement of Property. Settlement of the purchase and sale of the Property shall be made at Purchaser's choice: TBD ON see Addendum #1 ("Settlement"). Possession of the Property shall be delivered to Purchaser at Settlement.

B. Deliveries by Seller at Settlement. At Settlement, Seller shall deliver to Purchaser the following:

Special

(i) A ~~general~~ warranty deed with full English covenants of title (the "Deed") conveying to the Purchaser good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, conditions and restrictions, except any lien for real estate taxes not yet due and payable, and any Title Objections for which Purchaser has no objection and/or has waived such objection pursuant to Paragraph 5;

(ii) An affidavit for the benefit of Purchaser and its title insurer, satisfactory to Purchaser's title company (the "Affidavit") stating that (i) no right to a mechanic's or materialman's lien has accrued with respect to the Property as a result of any act or omission by the Seller and (ii) there are no outstanding leases or agreements with regard to, or other parties in or entitled to possession of, the Property except as disclosed in **SCHEDULE A** attached hereto;

(iii) A Certificate of Non-Foreign Status as required by Section 1445 of the Internal Revenue Code of 1986 and any other certificates required by any governmental authority or agency;

(iv) If the Property is leased, a tenant estoppel certificate and an assignment of lease (including the transfer of the security deposit at Settlement) for each and every tenant of the Property, in forms acceptable to Purchaser; and

(v) Such other Seller certifications as Purchaser's lender or title company may reasonably require.

C. Costs and Prorations. Seller shall pay the costs of preparing the Deed, the Grantor's tax thereon and any other expenses incurred by Seller. Purchaser shall pay for the title search, title insurance premiums, ~~tax fees~~, lender fees, Grantee's tax and all other settlement expenses incurred by Purchaser. Real estate taxes, rent, CAM and assessments, as applicable, shall be prorated between Seller and Purchaser as of the date of the Settlement. Each party shall pay its own legal, accounting and other expenses incurred in connection with this Agreement or Settlement.

D. Condition of Property. Purchaser agrees to accept the Property at Settlement in its physical condition at the time this Agreement is fully executed by all parties, except as otherwise provided herein. ~~Seller agrees to maintain the Property in good condition and repair until Settlement. At Settlement, Seller agrees to transfer to Purchaser all existing warranties, if any, on the Property's roof, structural components, HVAC, mechanical, electrical, security and plumbing systems.~~

4. Feasibility Period.

A. For a period of ~~----- One Hundred Eighty -----~~ (- 180 -) days following execution of this Agreement by all parties (the "Feasibility Period"), Purchaser, its agents and contractors, shall have the right to: (i) enter the Property for the purpose of inspecting the Property and performing tests as are desirable to Purchaser in its sole and absolute discretion; (ii) seek zoning information from the local governing authority concerning Purchaser's intended use of the Property; and/or (iii) apply for lender financing to acquire the Property.

B. Within five (5) days after Seller's receipt of a fully executed copy of this Agreement, if not previously delivered, Seller shall deliver to Purchaser copies of the following materials related to the Property if in Seller's possession: (i) any Phase I or other environmental studies; (ii) a current survey; (iii) the most current owner's title insurance policy; and (iv) all leases and rent rolls for each tenant identified in **SCHEDULE A** (including without limitation, the base monthly rental and all taxes, insurance, and other pass-throughs paid by the tenant), and all contracts affecting the Property that are not terminable at will. Items (i) through (iv) are collectively referred to as the "Materials".

C. If Purchaser is not satisfied in its sole and absolute discretion with all aspects of the Property (including zoning) or the Materials, or has not obtained financing upon terms and conditions satisfactory to Purchaser, then Purchaser shall have the right, upon written notice to Seller prior to the expiration of the Feasibility Period, to terminate this Agreement, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11. Purchaser acknowledges that the Feasibility Period will not be extended for any reason, regardless of whether Purchaser has completed its inspections or zoning inquiry, or has obtained financing.

D. If Purchaser fails to acquire the Property, Purchaser agrees: (i) to repair any damage arising as a result of its exercise of the right of access granted in this Paragraph 4; (ii) to indemnify and hold Seller harmless from any and all liability of any kind or nature whatsoever as a result of the exercise of such right of access, other than as a result of Seller's negligence or misconduct or the negligence or misconduct of Seller's agents, employees or contractors; and (iii) upon demand to return the Materials to Seller.

5. Title and Survey Objections. Purchaser may, at its sole expense, obtain a title insurance commitment and a survey for the Property. Prior to the expiration of the Feasibility Period, Purchaser shall notify the Seller in writing as to any title or survey objections regarding the Property that the Purchaser is unwilling to accept (collectively the "Title Objections"). Seller shall advise Purchaser in writing within ten (10) days after receipt of such notice, which if any of the Title Objections will not be cured by Seller at or prior to Settlement. If Seller fails to respond to Purchaser within such ten (10) day period or if Seller's response indicates that it does not intend to cure one or more of the Title Objections, then Purchaser may, at its option either (i) terminate this Agreement by giving written notice to Seller; (ii) cure such Title Objections at its own expense and proceed to Settlement with no reduction in the Purchase Price; or (iii) waive such Title Objections and proceed to Settlement, with no reduction in the Purchase Price. If Purchaser elects to terminate this Agreement, the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

6. Conditions Precedent to Obligation of Purchaser. This Agreement and all of Purchaser's obligations hereunder are further subject to Purchaser determining in its sole and absolute discretion that all of the conditions set forth in this Paragraph 6 have been satisfied or waived in writing by Purchaser. In the event that any of the following conditions are not satisfied or waived by Purchaser, Purchaser may give written notice to Seller terminating this Agreement on or

before Settlement, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

A. Seller's Representations and Warranties. All the representations and warranties of Seller made herein shall have been true when made and shall be true and correct as of Settlement, with no material changes therein.

B. Seller's Deliveries. As of Settlement, Seller shall have taken all action and delivered all documents and materials required by this Agreement.

C. No Litigation. As of Settlement, there shall be no litigation, proceeding or investigation pending, or to the knowledge of Purchaser or Seller threatened, which might prevent or adversely affect the intended use of the Property or which questions the validity of any action taken or to be taken by Seller or Purchaser hereunder, or which threatens the continued operation of the Property for commercial purposes.

7. Representations and Warranties of the Seller. Seller, jointly and severally (if more than one Seller), represents and warrants unto Purchaser as of the date hereof and on the Settlement date that:

A. Authority and Marketable Title. Seller is the owner of the Property, possesses the requisite authority to enter into and perform this Agreement, and has the absolute right to sell, assign, and transfer the Property to Purchaser at Settlement.

B. No Pending Litigation or Bankruptcy. There are no actions, suits or proceedings at law or in equity pending, threatened against, or affecting the Property before or by any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality. No bankruptcy or similar action, whether voluntary or involuntary, is pending or is threatened against Seller, and Seller has no intention of filing or commencing any such action within ninety (90) days following Settlement.

C. No Outstanding Purchase Option. No option, right of first refusal or other contractual opportunity to purchase the Property has been granted to, or executed with, a third-party that is enforceable against Seller and/or the Property giving such third-party a right to purchase an interest in the Property or any party thereof.

D. No Notice of Repairs. Seller has received no written notice from any governmental agency that repairs, alterations or corrections that must be made to the Property.

E. Utilities. The Property is connected to **[select one]:** a municipal water and sewer system and has utility meters installed within the Property **OR** a well and septic system located on the Property. Seller makes no representation on whether the capacities of such utilities are sufficient for Purchaser's intended use of the Property.

F. Hazardous Materials. To the best of Seller's actual knowledge, no toxic or hazardous materials (as said terms are defined in any applicable federal or state laws) have been used, discharged or stored on or about the Property in violation of said laws, and to the best of Seller's knowledge, no such toxic or hazardous materials are now or will be at Settlement located on or below the surface of the Property. There are no petroleum storage tanks located on or beneath the surface of the Property.

G. Parties in Possession. As of the Settlement date, there will be no adverse or other parties in possession of the Property or any part thereof, nor has any party been granted any license, lease or other right or interest relating to the use or possession of the Property or any

part thereof, ~~except for the Leases attached hereto and made a part hereof as SCHEDULE A~~

H. Other Contracts. Seller is not a party to any contracts relating to the Property that is not terminable at will, except as disclosed on **SCHEDULE B**, which is attached hereto and made a part hereof. Between the date of this Agreement and the Settlement date, Seller will not, without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, enter into any contract relating to the Property that is not terminable at will.

I. No Undisclosed Restrictions. Seller has not, nor to the best of Seller's knowledge or belief has any predecessor in title, executed or caused to be executed any document with or for the benefit of any governmental authority restricting the development, use or occupancy of the Property that has not specifically been disclosed to Purchaser or wouldn't be revealed by a title report.

8. Risk of Loss. The risk of loss or damage to the Property by fire or other casualty prior to Settlement shall be on the Seller. If such loss or damage materially and adversely affects the use of the Property as of Settlement, Purchaser shall be entitled to terminate this Agreement by written notice to Seller, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

9. Condemnation. If, prior to Settlement, any taking pursuant to the power of eminent domain is proposed or occurs, as to all or any portion of the Property intended to be acquired at Settlement by the Purchaser, or sale occurs in lieu thereof, the Purchaser shall be entitled to terminate this Agreement by written notice to Seller, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

10. Access/Cooperation. During the term of this Agreement, Purchaser and his duly authorized agents shall be entitled to reasonable access to the Property for the purpose of surveying, appraising and making other findings related to the Property. Purchaser agrees to indemnify and hold the Seller harmless from any and all liability of any kind or nature whatsoever as a result of the exercise of such right of access, other than as a result of the Seller's gross negligence or willful misconduct.

11. Agents and Brokers. Each party represents and warrants that it did not consult or deal with any broker or agent with regard to this Agreement or the transaction contemplated hereby, ~~except for the Listing Broker and the Selling Broker, and each party hereto agrees to indemnify and hold harmless the other party from all liability, expense, loss, cost or damage, including reasonable attorneys' fees, that may arise by reason of any claim, demand or suit of any agent or broker arising out of facts constituting a breach of the foregoing representation and warranty.~~ Listing Broker shall be paid a brokerage fee by Seller of % of the Purchase Price. Selling Broker shall be paid by Seller a fee of % of the Purchase Price. The fees to the Listing Broker and Selling Broker shall be paid in cash at Settlement.

12. Notices. Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if, delivered by hand or messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient, at the intended recipient's address set forth below, or at such other address as the intended recipient may have specified by written notice to the sender given in accordance with the requirements of this Paragraph.*** Any such notice, request or demand so given shall be deemed given on the day it is received by the recipient.

*** or by email; if by email, shall require contemporaneous notice by one of the methods above.

For the Seller: Winchester EDA c/o S. Hershberger
33 W. Boscawen Street, Winchester, 22601
shawn.hershberger@winchesterva.gov

For Purchaser: Providence Capital Partners, LLC
PO Box 242, McLean, VA 22101
rob@providencecapitalpartnersllc.com

13. Default. w/CC: Scheef and Stone, Atten: Gardiner Savage
500 N. Akard Street, Suite 2700, Dallas, TX 75201

A. Default by Purchaser. If Purchaser defaults under this Agreement, the damages suffered by Seller would be difficult to ascertain. **Therefore, Seller and Purchaser agree that, in the event of a default by Purchaser, Seller's sole and exclusive remedy, in lieu of all other remedies, shall be to terminate this Agreement and retain the Deposit as full and complete liquidated damages.** ~~If the Deposit is retained as liquidated damages, Seller agrees to pay one half of the Deposit to the Listing Broker to compensate Broker for his brokerage services in the transaction. Such payment shall have no effect on the payment due in any subsequent transaction.~~ Seller hereby specifically waives the right to seek specific performance of this Agreement by Purchaser or any other remedy at law or in equity, provided that Seller reserves the right to all remedies available at law and in equity solely in order to enforce the indemnification obligations of Purchaser under Paragraphs 4D., 10 and 11 herein.

B. Default by Seller. If Seller defaults under this Agreement, Purchaser shall have the option to (i) seek specific performance of this Agreement, or (ii) terminate this Agreement, in which event the Deposit shall be promptly refunded to Purchaser. Seller shall be liable for Purchaser's expenses in the filing of any specific performance action, including reasonable attorney's fees and court costs.

C. Right to Cure Default. Prior to any termination of this Agreement as provided in Subparagraphs 13A. and 13B., the non-defaulting party shall provide written notice of any default(s) to the defaulting party (the "Default Notice") permitting the defaulting party ten (10) days to cure any such default(s). If defaulting party does not cure the default(s) or does not respond to the Default Notice, then the non-defaulting party may terminate the Agreement by written notice to the defaulting party. Nothing herein shall prevent either party from seeking a judicial determination regarding any default; provided however, the court shall award the expenses of attorney's fees and court costs to the prevailing party in any such action.

~~D. Brokerage Fees. Notwithstanding the remedies set forth in Subparagraphs 13A, 13B and 13C if either Seller or Purchaser defaults under this Agreement, the defaulting party shall be liable for the full amount of the brokerage fees set forth in Paragraph 11 and any brokerage fees set forth in Seller's listing agreement with the Listing Broker for the Property (which document is hereby incorporated herein by this reference) as if this Agreement and Seller's listing agreement had been performed, and for any damages and all expenses incurred by the Listing Broker and the Selling Broker in connection with this transaction and the enforcement of this Agreement and Seller's listing agreement, including, without limitation, attorney's fees and court costs. Payment of a real estate broker's fees as the result of a transaction relating to the Property which occurs subsequent to a default under this Agreement shall not release the defaulting party of liability for any brokerage fees due under this Agreement or Seller's listing agreement.~~

14. Miscellaneous.

A. Final Agreement. This Agreement contains the entire agreement between the parties hereto relating to the Property and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties hereto.

B. Virginia Law Applicable. This Agreement shall be construed, performed and enforced in accordance with the laws of the Commonwealth of Virginia and shall not be amended or modified and no waiver of any provision hereof shall be effective unless set forth in a written instrument executed with the same formality as this Agreement.

C. Assignment. This Agreement shall not be assigned by one party without the written consent of the other party, ~~except the assignment of this Agreement to an entity owned by Purchaser or the principals of Purchaser shall not require the consent of Seller, but Purchaser shall provide written notice to Seller of such assignment.~~ This Agreement shall inure to the benefit of the parties hereto and their respective and permitted successors and assigns.

D. Counterparts. This Agreement may be signed in one or more counterparts, each of which is deemed to be an original and all of which shall together constitute the same instrument. The parties agree that a fax of any signed original document shall have the same effect as an original.

E. Tax-Deferred Exchange. Either party may elect to include the conveyance of the Property in an IRS Section 1031 Like Kind Exchange (a tax-deferred exchange). In the event that a party makes such an election, the non-exchanging party agrees to execute such documents necessary to effectuate such an exchange (at no cost to the exchanging party), but in no event shall such exchange affect the terms of the transaction or a party's responsibilities to the other party under this Agreement. The exchanging party shall bear the sole costs of its exchange.

15. Additional Provisions: see Addendum #1 attached hereto

16. Acceptance. To be effective this Agreement must be executed by Purchaser and Seller and an original copy of this Agreement returned to Purchaser no later than 5:00 p.m. on _____, or this Purchase Agreement shall be deemed withdrawn.

REMAINDER OF PAGE
LEFT INTENTIONALLY BLANK

Each of the parties has executed this Agreement in its name pursuant to due authority as of the dates set forth below.

Providence Capital Partners, LLC and/or Assigns
Purchaser _____
Printed Name: _____
Title (if applicable): _____
Date: _____

Piccadilly Street Investments, LLC
Seller _____
Printed Name: _____
Title (if applicable): _____
Date: _____

Purchaser _____
Printed Name: _____
Title (if applicable): _____
Date: _____

Seller _____
Printed Name: _____
Title (if applicable): _____
Date: _____

Selling Company's Name and Address

Listing Company's Name and Address

Agent's Name _____
Agent's tel. no. _____
Fax no. _____
Agent's email _____

Agent's Name _____
Agent's tel. no. _____
Fax no. _____
Agent's email _____

COPYRIGHT©2015 by the VIRGINIA ASSOCIATION OF REALTORS®. All rights reserved. This form may be used only by members in good standing with the VIRGINIA ASSOCIATION OF REALTORS®. The reproduction of this form, in whole or in part, or the use of the name "VIRGINIA ASSOCIATION OF REALTORS®", in connection with any other form, is prohibited without prior written consent from the VIRGINIA ASSOCIATION OF REALTORS®. The original form was licensed to the Virginia Association of Realtors® ("VAR") by Central Virginia Regional MLS, LLC ("CVR MLS") for use by members of VAR and may not be otherwise used or duplicated without the written consent of CVR MLS.

Seek legal advice if you do not understand any provision of this form. Seek legal advice if you do not understand any provision of this form.

SCHEDULE A

**LEASES, AGREEMENTS AND CONTRACTS
FOR TENANTS AND OTHER PARTIES
IN POSSESSION OF THE PROPERTY**

List below each such tenant or other party in possession of the Property, and provide Purchaser with a copy of each lease, license or other agreement. If verbal agreement, summarize terms below.

Also provide Purchaser with any contract affecting the Property that is not terminable at will.

NONE.

SCHEDULE B

**CONTRACTS RELATING TO THE PROPERTY
(Not terminable at will)**

NONE.



VIRGINIA ASSOCIATION OF REALTORS®
Commercial Purchase Agreement

Each commercial transaction is different. This form may not address your specific purpose. This is a legally binding document. If not understood, seek competent advice before signing.

This Commercial Purchase Agreement (the "Agreement") is dated 2019, between Piccadilly Street Investments, LLC ("Seller") and Providence Capital Partners, LLC and or assigns ("Purchaser"). The parties acknowledge that NA ("Listing Broker") represents Seller and that NA ("Selling Broker") represents [select one]: [] Seller [] Purchaser. The parties further acknowledge that disclosure of the brokerage relationships was made to them by the real estate licensees involved in this transaction when specific assistance was first rendered and confirmed in writing.

1. Sale of Property. Purchaser agrees to buy and Seller agrees to sell the land, all improvements thereon, and all rights and appurtenances thereto belonging, located in the City/County of Virginia, with a tax parcel no. of see Addendum #1 and a street address of see Addendum #1. Seller discloses that [select one]: [] there are no tenants or other parties in possession of the Property OR [] there are tenants or persons who are in possession of the Property as set forth on SCHEDULE A attached hereto.

2. Purchase Price. The purchase price for the Property is see Addendum #1 Dollars (\$). (the "Purchase Price") and shall be paid to Seller at Settlement, subject to the prorations and adjustments described herein, as follows:

A. Deposit: Purchaser shall make a deposit of \$see Addendum #1 to be held by (the "Escrow Agent") in the form of: [] check [] cash [] other (the "Deposit"). Purchaser [select one]: [] has paid the Deposit to the Escrow Agent OR [] will pay the Deposit to the Escrow Agent within days (the "Extended Deposit Date") after the date this Contract is fully executed by the parties. If Purchaser fails to pay the Deposit as set forth herein, then Purchaser shall be in breach of this Contract. At Seller's option and in lieu of all other remedies set forth in this Contract, Seller may terminate this Contract by written notice to Purchaser and neither party shall have any further obligation hereunder.

If the Escrow Agent is a Virginia Real Estate Board ("VREB") licensee, the parties direct the Escrow Agent to place the Deposit in an escrow account by the end of the fifth business banking day following the latter of: (i) the date this Contract is fully executed by the parties, or (ii) the Extended Deposit Date. If the Escrow Agent is not a VREB licensee, the parties direct the Escrow Agent to place the Deposit in an escrow account in conformance with applicable Federal or Virginia law and regulations. The Deposit may be held in an interest bearing account and the parties waive any claim to interest resulting from such Deposit. The Deposit shall not be released by the Escrow Agent until (i) credited toward the purchase price at settlement; (ii) Seller and Purchaser agree in writing as to its disposition, (iii) a court of competent jurisdiction orders a disbursement of the funds, or (iv) disbursed in such manner as authorized by the terms of this

Contract or by Virginia law or regulations. Seller and Purchaser agree that Escrow Agent shall have no liability to any party for disbursing the Deposit in accordance with this paragraph, except in the event of Escrow Agent's negligence or willful misconduct.

B. Balance. The balance of the Purchase Price shall be paid by Purchaser at Settlement in certified funds or bank wire (inclusive of any loan obtained by Purchaser to purchase the Property).

3. Settlement.

A. Settlement of Property. Settlement of the purchase and sale of the Property shall be made at Purchaser's choice: TBD on see Addendum #1 ("Settlement"). Possession of the Property shall be delivered to Purchaser at Settlement.

B. Deliveries by Seller at Settlement. At Settlement, Seller shall deliver to Purchaser the following:

Special

(i) A ~~general~~ warranty deed with full English covenants of title (the "Deed") conveying to the Purchaser good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, conditions and restrictions, except any lien for real estate taxes not yet due and payable, and any Title Objections for which Purchaser has no objection and/or has waived such objection pursuant to Paragraph 5;

(ii) An affidavit for the benefit of Purchaser and its title insurer, satisfactory to Purchaser's title company (the "Affidavit") stating that (i) no right to a mechanic's or materialman's lien has accrued with respect to the Property as a result of any act or omission by the Seller and (ii) there are no outstanding leases or agreements with regard to, or other parties in or entitled to possession of, the Property except as disclosed in **SCHEDULE A** attached hereto;

(iii) A Certificate of Non-Foreign Status as required by Section 1445 of the Internal Revenue Code of 1986 and any other certificates required by any governmental authority or agency;

(iv) If the Property is leased, a tenant estoppel certificate and an assignment of lease (including the transfer of the security deposit at Settlement) for each and every tenant of the Property, in forms acceptable to Purchaser; and

(v) Such other Seller certifications as Purchaser's lender or title company may reasonably require.

C. Costs and Prorations. Seller shall pay the costs of preparing the Deed, the Grantor's tax thereon and any other expenses incurred by Seller. Purchaser shall pay for the title search, title insurance premiums, ~~and~~ lender fees, Grantee's tax and all other settlement expenses incurred by Purchaser. Real estate taxes, rent, CAM and assessments, as applicable, shall be prorated between Seller and Purchaser as of the date of the Settlement. Each party shall pay its own legal, accounting and other expenses incurred in connection with this Agreement or Settlement.

D. Condition of Property. Purchaser agrees to accept the Property at Settlement in its physical condition at the time this Agreement is fully executed by all parties, except as otherwise provided herein. ~~Seller agrees to maintain the Property in good condition and repair until Settlement. At Settlement, Seller agrees to transfer to Purchaser all existing warranties of any kind on the Property's roof, structural components, HVAC, mechanical, electrical, security and plumbing systems.~~

4. Feasibility Period.

A. For a period of ----- One Hundred Eighty ----- (- 180 -) days following execution of this Agreement by all parties (the "Feasibility Period"), Purchaser, its agents and contractors, shall have the right to: (i) enter the Property for the purpose of inspecting the Property and performing tests as are desirable to Purchaser in its sole and absolute discretion; (ii) seek zoning information from the local governing authority concerning Purchaser's intended use of the Property; and/or (iii) apply for lender financing to acquire the Property.

B. Within five (5) days after Seller's receipt of a fully executed copy of this Agreement, if not previously delivered, Seller shall deliver to Purchaser copies of the following materials related to the Property if in Seller's possession: (i) any Phase I or other environmental studies; (ii) a current survey; (iii) the most current owner's title insurance policy; and (iv) all leases and rent rolls for each tenant identified in **SCHEDULE A** (including without limitation, the base monthly rental and all taxes, insurance, and other pass-throughs paid by the tenant), and all contracts affecting the Property that are not terminable at will. Items (i) through (iv) are collectively referred to as the "Materials".

C. If Purchaser is not satisfied in its sole and absolute discretion with all aspects of the Property (including zoning) or the Materials, or has not obtained financing upon terms and conditions satisfactory to Purchaser, then Purchaser shall have the right, upon written notice to Seller prior to the expiration of the Feasibility Period, to terminate this Agreement, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11. Purchaser acknowledges that the Feasibility Period will not be extended for any reason, regardless of whether Purchaser has completed its inspections or zoning inquiry, or has obtained financing.

D. If Purchaser fails to acquire the Property, Purchaser agrees: (i) to repair any damage arising as a result of its exercise of the right of access granted in this Paragraph 4; (ii) to indemnify and hold Seller harmless from any and all liability of any kind or nature whatsoever as a result of the exercise of such right of access, other than as a result of Seller's negligence or misconduct or the negligence or misconduct of Seller's agents, employees or contractors; and (iii) upon demand to return the Materials to Seller.

5. Title and Survey Objections. Purchaser may, at its sole expense, obtain a title insurance commitment and a survey for the Property. Prior to the expiration of the Feasibility Period, Purchaser shall notify the Seller in writing as to any title or survey objections regarding the Property that the Purchaser is unwilling to accept (collectively the "Title Objections"). Seller shall advise Purchaser in writing within ten (10) days after receipt of such notice, which if any of the Title Objections will not be cured by Seller at or prior to Settlement. If Seller fails to respond to Purchaser within such ten (10) day period or if Seller's response indicates that it does not intend to cure one or more of the Title Objections, then Purchaser may, at its option either (i) terminate this Agreement by giving written notice to Seller; (ii) cure such Title Objections at its own expense and proceed to Settlement with no reduction in the Purchase Price; or (iii) waive such Title Objections and proceed to Settlement, with no reduction in the Purchase Price. If Purchaser elects to terminate this Agreement, the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

6. Conditions Precedent to Obligation of Purchaser. This Agreement and all of Purchaser's obligations hereunder are further subject to Purchaser determining in its sole and absolute discretion that all of the conditions set forth in this Paragraph 6 have been satisfied or waived in writing by Purchaser. In the event that any of the following conditions are not satisfied or waived by Purchaser, Purchaser may give written notice to Seller terminating this Agreement on or

before Settlement, in which event the Deposit shall be refunded in full to Purchaser and the parties shall have no further obligation or liability to one another, except for any liability pursuant to the indemnity provisions of Paragraphs 4D., 10 and 11.

A. Seller's Representations and Warranties. All the representations and warranties of Seller made herein shall have been true when made and shall be true and correct as of Settlement, with no material changes therein.

B. Seller's Deliveries. As of Settlement, Seller shall have taken all action and delivered all documents and materials required by this Agreement.

C. No Litigation. As of Settlement, there shall be no litigation, proceeding or investigation pending, or to the knowledge of Purchaser or Seller threatened, which might prevent or adversely affect the intended use of the Property or which questions the validity of any action taken or to be taken by Seller or Purchaser hereunder, or which threatens the continued operation of the Property for commercial purposes.

7. Representations and Warranties of the Seller. Seller, jointly and severally (if more than one Seller), represents and warrants unto Purchaser as of the date hereof and on the Settlement date that:

A. Authority and Marketable Title. Seller is the owner of the Property, possesses the requisite authority to enter into and perform this Agreement, and has the absolute right to sell, assign, and transfer the Property to Purchaser at Settlement.

B. No Pending Litigation or Bankruptcy. There are no actions, suits or proceedings at law or in equity pending, threatened against, or affecting the Property before or by any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality. No bankruptcy or similar action, whether voluntary or involuntary, is pending or is threatened against Seller, and Seller has no intention of filing or commencing any such action within ninety (90) days following Settlement.

C. No Outstanding Purchase Option. No option, right of first refusal or other contractual opportunity to purchase the Property has been granted to, or executed with, a third-party that is enforceable against Seller and/or the Property giving such third-party a right to purchase an interest in the Property or any party thereof.

D. No Notice of Repairs. Seller has received no written notice from any governmental agency that repairs, alterations or corrections that must be made to the Property.

E. Utilities. The Property is connected to **[select one]:** a municipal water and sewer system and has utility meters installed within the Property **OR** a well and septic system located on the Property. Seller makes no representation on whether the capacities of such utilities are sufficient for Purchaser's intended use of the Property.

F. Hazardous Materials. To the best of Seller's actual knowledge, no toxic or hazardous materials (as said terms are defined in any applicable federal or state laws) have been used, discharged or stored on or about the Property in violation of said laws, and to the best of Seller's knowledge, no such toxic or hazardous materials are now or will be at Settlement located on or below the surface of the Property. There are no petroleum storage tanks located on or beneath the surface of the Property.

G. Parties in Possession. As of the Settlement date, there will be no adverse or other parties in possession of the Property or any part thereof, nor has any party been granted any license, lease or other right or interest relating to the use or possession of the Property or any

For the Seller:

Winchester EDA c/o S. Hershberger
33 W. Boscawen Street, Winchester, 22601
shawn.hershberger@winchesterva.gov

For Purchaser:

Providence Capital Partners, LLC
PO Box 242, McLean, VA 22101
rob@providencecapitalpartnersllc.com

13. Default. w/CC: Scheef and Stone, Atten: Gardiner Savage
500 N. Akard Street, Suite 2700, Dallas, TX 75201

A. Default by Purchaser. If Purchaser defaults under this Agreement, the damages suffered by Seller would be difficult to ascertain. **Therefore, Seller and Purchaser agree that, in the event of a default by Purchaser, Seller's sole and exclusive remedy, in lieu of all other remedies, shall be to terminate this Agreement and retain the Deposit as full and complete liquidated damages.** ~~If the Deposit is retained as liquidated damages, Seller agrees to pay one half of the Deposit to the Listing Broker to compensate Broker for his brokerage services in the transaction. Such payment shall have no effect on the payment due in any subsequent transaction.~~ Seller hereby specifically waives the right to seek specific performance of this Agreement by Purchaser or any other remedy at law or in equity, provided that Seller reserves the right to all remedies available at law and in equity solely in order to enforce the indemnification obligations of Purchaser under Paragraphs 4D., 10 and 11 herein.

B. Default by Seller. If Seller defaults under this Agreement, Purchaser shall have the option to (i) seek specific performance of this Agreement, or (ii) terminate this Agreement, in which event the Deposit shall be promptly refunded to Purchaser. Seller shall be liable for Purchaser's expenses in the filing of any specific performance action, including reasonable attorney's fees and court costs.

C. Right to Cure Default. Prior to any termination of this Agreement as provided in Subparagraphs 13A. and 13B., the non-defaulting party shall provide written notice of any default(s) to the defaulting party (the "Default Notice") permitting the defaulting party ten (10) days to cure any such default(s). If defaulting party does not cure the default(s) or does not respond to the Default Notice, then the non-defaulting party may terminate the Agreement by written notice to the defaulting party. Nothing herein shall prevent either party from seeking a judicial determination regarding any default; provided however, the court shall award the expenses of attorney's fees and court costs to the prevailing party in any such action.

~~Notwithstanding the remedies set forth in Subparagraphs 13A., 13B. and 13C. If either Seller or Purchaser defaults under this Agreement, the defaulting party shall be liable for the full amount of the brokerage fees set forth in Paragraph 11 and any brokerage fees set forth in Seller's listing agreement with the Listing Broker for the Property (which document is hereby incorporated herein by this reference) as if this Agreement and Seller's listing agreement had been performed and for any damages and all expenses incurred by the Listing Broker and the Selling Broker in connection with this transaction and the enforcement of this Agreement and Seller's listing agreement including without limitation attorney's fees and court costs. Payment of a real estate broker's fee as the result of a transaction relating to the Property which occurs subsequent to a default under this Agreement shall not relieve the defaulting party of liability for any brokerage fees due under this Agreement or Seller's listing agreement.~~

Each of the parties has executed this Agreement in its name pursuant to due authority as of the dates set forth below.

Providence Capital Partners, LLC and/or Assigns _____
Purchaser _____
Printed Name: _____
Title (if applicable): _____
Date: _____

Piccadilly Street Investments, LLC _____
Seller _____
Printed Name: _____
Title (if applicable): _____
Date: _____

Purchaser _____
Printed Name: _____
Title (if applicable): _____
Date: _____

Seller _____
Printed Name: _____
Title (if applicable): _____
Date: _____

Selling Company's Name and Address

Listing Company's Name and Address

Agent's Name _____
Agent's tel. no. _____
Fax no. _____
Agent's email _____

Agent's Name _____
Agent's tel. no. _____
Fax no. _____
Agent's email _____

COPYRIGHT©2015 by the VIRGINIA ASSOCIATION OF REALTORS®. All rights reserved. This form may be used only by members in good standing with the VIRGINIA ASSOCIATION OF REALTORS®. The reproduction of this form, in whole or in part, or the use of the name "VIRGINIA ASSOCIATION OF REALTORS®", in connection with any other form, is prohibited without prior written consent from the VIRGINIA ASSOCIATION OF REALTORS®. The original form was licensed to the Virginia Association of Realtors® ("VAR") by Central Virginia Regional MLS, LLC ("CVR MLS") for use by members of VAR and may not be otherwise used or duplicated without the written consent of CVR MLS.

Seek legal advice if you do not understand any provision of this form. Seek legal advice if you do not understand any provision of this form.

SCHEDULE A

**LEASES, AGREEMENTS AND CONTRACTS
FOR TENANTS AND OTHER PARTIES
IN POSSESSION OF THE PROPERTY**

List below each such tenant or other party in possession of the Property, and provide Purchaser with a copy of each lease, license or other agreement. If verbal agreement, summarize terms below.

Also provide Purchaser with any contract affecting the Property that is not terminable at will.

NONE.

SCHEDULE B

**CONTRACTS RELATING TO THE PROPERTY
(Not terminable at will)**

NONE.