

PERFORMANCE AGREEMENT AMENDMENT

This **PERFORMANCE AGREEMENT AMENDMENT** (this "Agreement") made and entered as of this 1 day of April, 2022, by and between the **COUNTY OF LOUISA, VIRGINIA** (the "County") and **Crossing Pointe Development, LLC** and its members **GET CAPTIVE, LLC** and **GW & FW Holdings, LLC**. (the "Companies"), Virginia Limited Liability Companies that are qualified to transact business in the Commonwealth.

WITNESSETH:

WHEREAS, the County from time-to-time awards financial incentives to encourage and assist existing real estate development companies to facilitate their capital investments in Louisa County;

WHEREAS, the Companies' request to rezone 35.6 acres from General Commercial (C-2) to Planned Unit Development (PUD) for a mixed used development called Crossing Pointe was approved by the County on December 16, 2019; and

WHEREAS, the Companies intend to develop 138,000 square feet of commercial property, and 321 dwelling units, creating jobs and revenue for the County; and

WHEREAS, by resolution dated November 2, 2021, the County approved a performance agreement for a tax rebate incentive package in favor of the Companies for an amount equal to \$250,000.00; and

WHEREAS, the County has determined that there are direct public purpose benefits to the County from new tax revenues and increased economic activity created by the Capital Investment and Real Estate Improvements, and has determined that the total amount of the tax rebate is appropriate; and

WHEREAS, the County is willing to increase the maximum rebate to an amount not to exceed \$500,000.00 the Tax Rebates ("Rebates") to the Companies subject to annual appropriations, as described in the Performance Agreement dated November 10, 2021:

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as this performance agreement amendment as follows:

1. The terms of the Performance Agreement dated November 10, 2021, attached hereto as Exhibit A, are hereby incorporated in their entirety and are only modified as set forth in this amendment.
2. The tax rebate will increase from \$250,000 to an amount not to exceed \$500,000.
3. The tax rebate period shall be for five years or until such time that the Companies have received tax rebates totaling \$500,000.00, whichever occurs first.

4. The five year tax rebate period shall begin upon commissioning of the pump station for public use and ownership transfer of the new pump station to the Louisa County Water Authority.
5. The Companies shall not be entitled to any portion of the rebate described in paragraph 2 above until the regional wastewater pump station is fully constructed, permitted, and in a completely operational state.
6. The Companies shall complete all obligations set forth in paragraph 5 above within 18 months from the date of approval of this amended performance agreement. If these obligations are not completed within 18 months from the date of approval of this amended performance agreement, the Companies shall not be entitled to any tax rebate pursuant to the performance agreement and this amended performance agreement.

Notices.

Formal notices and communications between the Parties shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service that provides a receipt showing date and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (iv) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed as noted below. Notices and communications personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices and communications mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices and communications delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices and communications shall be addressed to:

Crossing Pointe Development, LLC

200 Carlton Road
P.O. Box 1607
Charlottesville, VA 22902
Email: suttong@tigerfuel.com
Attention: Gordon Sutton

if to the County, to:

County of Louisa
County Administrator
1 Woolfolk Avenue
P.O. Box 160
Louisa, VA 23093
(540) 967-3400

with a copy to:

County of Louisa
Director, Economic Development
1 Woolfolk Avenue
P.O. Box 160
Louisa, VA 23093
(540) 967-4581

Section 7. Miscellaneous.

(a) *Governing Law; Venue.* This amended performance agreement is made, and intended to be performed, in the Commonwealth and shall be construed and enforced by the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this amended performance agreement shall lie in the Circuit Court of the County of Louisa, and such litigation shall be brought only in such court.

(b) *Counterparts.* This amended performance agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

(c) *Severability.* If any provision of this amended performance agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

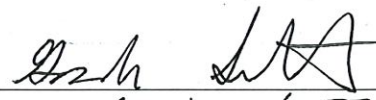
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Witness the following signatures as of the day and year first above written.

COUNTY OF LOUISA

By 
Name: Christian R. Goodwin
Title: County Administrator
Date: 4/5, 2022

CROSSING POINTE DEVELOPMENT, LLC

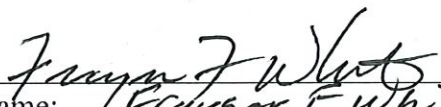
By 
Name: Gordon SUTTON
Title: Manager
Date: 4/1, 2022



GET CAPTIVE, LLC

By 
Name: Gordon SUTTON
Title: Manager
Date: 4/1, 2022

GW & FW HOLDINGS, LLC

By 
Name: Frayser F. White
Title: MANAGER
Date: 1 APR, 2022