

BOARD OF DIRECTORS' MEETING

of the Western Virginia Regional Industrial Facility Authority

Friday, December 15, 2023 at 10:00 a.m.

Roanoke Valley – Alleghany Regional Commission (Top Floor Conference Room)
313 Luck Ave., SW, Roanoke, VA 24016

Note: The December 15th meeting will be a Joint Meeting with the WVRIFA Participation Committee (both meetings will be held in conjunction with each other on the same date, time and location.)

Please Note: RVARC's elevator is under maintenance and currently not in operation. Please contact Bryan Hill, RVARC's ADA Coordinator, at bhill@rvarc.org to request remote participation if you need ADA accommodations. We apologize for the inconvenience!

AGENDA

1. Welcome, Call to Order Chair Larrowe
2. Roll Call Virginia Mullen
3. **Action Requested:** Approval of Consent Agenda Items..... Chair Larrowe
 - A. Approval of Agenda
 - B. October 20, 2023 WVRIFA Board Minutes, pp. 3 - 22
4. Public Comment Period Chair Larrowe

The WVRIFA Board will allow a 30-minute public comment period in which a citizen may sign-up for up to three (3) minutes of speaking time.
5. **Action Requested:** FY25 Wood Haven Maintenance Dues Approval, p. 23.....John Hull
6. **Action Requested:** FY25 Operating Dues Approval, p. 24John Hull
7. **Action Requested:** Election of Officers (01/012024–12/312024 Term), p. 25 ... Chair Larrowe
8. Annual Report.....John Hull
9. Business Ready Sites Program UpdateJohn Hull

ADMINISTERED BY:

Roanoke Valley-Alleghany Regional Commission
313 Luck Avenue, SW, Roanoke, VA 24016
info@wvrifa.org / www.wvrifa.org

- 10. Other Business Chair Larrowe
 - A. 2024 WVRIFA Board of Directors Meeting Schedule, p. 26

- 11. Request for Closed Meeting, p. 27..... Chair Larrowe

Pursuant to Section 2.2-3711 A. 3. of the Code of Virginia, 1950, as amended, for the purpose of discussion or consideration of 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.

Pursuant to Section 2.2-3711. A. 6. of the Code of Virginia, 1950 as amended, for the purpose of discussion or consideration of the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the Authority would be adversely affected.

- 12. End of Closed Mtg., Reconvene Regular Participation Committee Mtg. Chair Larrowe
- 13. Adoption of Certification of Resolution of Closed Meeting, p. 28..... Chair Larrowe
- 14. Action by the WVRIFA Board as a Result of the Closed Meeting Chair Larrowe
- 15. Adjournment Chair Larrowe

MINUTES

The October meeting of the Western Virginia Regional Industrial Facility Authority (WVRIFA) Board was held on Friday, October 20, 2023 at 10:00 a.m. at the Roanoke Valley – Alleghany Regional Commission office (Top Floor Conference Room), 313 Luck Avenue, SW, Roanoke VA.

***NOTE:** The October 20, 2023 Meetings of the WVRIFA Board of Directors and the WVRIFA Participation Committee were held simultaneously (jointly) since several items on both agendas were the same.*

1. CALL MEETING TO ORDER

Vice Chair Cowell called the WVRIFA Board of Directors' Meeting to order at 10:00 a.m.

2. ROLL CALL

Vice Chair Cowell asked Virginia Mullen to call the roll of the WVRIFA Board. Ms. Mullen reported that a quorum was established.

Board Members Present: Ken McFadyen, Botetourt County; Richard Caywood, Roanoke County; Megan Baker, Roanoke County; Bob Cowell, City of Roanoke; Herbert Berding, City of Roanoke; James Taliaferro, City of Salem; Rob Light, City of Salem; Cody Sexton, Town of Vinton, Richard "Pete" Peters, Town of Vinton.

Staff Present: John Hull, WVRIFA Director; Matt Miller, Roanoke Regional Partnership; Sam Darby, WVRIFA Counsel; Sherry Dean and Virginia Mullen, WVRIFA Finance/Administrative Staff.

3. ACTION REQUESTED: APPROVAL OF THE CONSENT AGENDA ITEMS

The following consent agenda items were distributed earlier: (A) October 20, 2023 WVRIFA Board Agenda; (B) September 15, 2023 WVRIFA Board Minutes, and (C) Financial Reports, Ending September 30, 2023.

Motion: by James Taliaferro to approve the consent agenda items (A), (B) and (C), as presented. The motion was seconded by Richard Caywood.

ADMINISTERED BY:

Roanoke Valley-Alleghany Regional Commission
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info@wvrifa.org / www.wvrifa.org

WVRIFA Board Action: Motion carried unanimously.

4. PUBLIC COMMENT PERIOD

There were no comments.

5. BUSINESS READY SITE PROGRAM DISCUSSION

John Hull reported that this year's pre-application period for the Virginia Business Ready Site Program Development Grant is currently open through the end of November. The application will be very similar to last year's application (Mr. Miller handed out last year's pre-application form for the VBRSP Development Grant; the form is included with the Minutes). Last year's application was for a complete drainage project, additional acquisition of land, and grading activities. The needs are largely the same for this year. Staff would analyze and determine the match. No action is needed at this time.

6. OTHER BUSINESS

No other business was discussed.

7. REQUEST FOR CLOSED MEETING

Motion was made by Richard Caywood that the Board convene in a Closed Meeting to discuss:

- a) 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, pursuant to Section 2.2-3711 A. 3. of the Code of Virginia, 1950, as amended.
- b) the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the Authority would be adversely affected, pursuant to Section 2.2-3711. A. 6. of the Code of Virginia, 1950 as amended.

The motion was seconded by James Taliaferro. The motion carried. The WVRIFA Board went into a Closed Meeting at 10:06 a.m.

8. END OF CLOSED MEETING, RECONVENE REGULAR BOARD MEETING

Motion was made by James Taliaferro and seconded by Richard Caywood that the WVRIFA Board end the Closed Meeting and return to its regular committee meeting. The motion carried. The WVRIFA Board ended the Closed Meeting and returned to its regular committee meeting at 10:39 a.m.

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9. ADOPTION OF CERTIFICATION OF RESOLUTION OF CLOSED MEETING

Motion was made by James Taliaferro and seconded by Richard Caywood to adopt the following certification resolution:

WHEREAS, the Western Virginia Regional Industrial Facility Authority has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 of the Code of Virginia requires a certification by the Western Virginia Regional Industrial Facility Authority that such closed meeting was conducted in conformity with Virginia law.

NOW, THEREFORE, BE IT RESOLVED, that the Western Virginia Regional Industrial Facility Authority hereby certifies that, to the best of each member's knowledge: (1) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies; and (2) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed, or considered by the Western Virginia Regional Industrial Facility Authority.

The motion was adopted by a Roll Call vote of 9 to 0 as follows:

Member & Vote

- Ken McFadyen – Yes
- Richard Caywood – Yes
- Megan Baker – Yes
- Bob Cowell – Yes
- Herbert Berding – Yes
- James Taliaferro – Yes
- Rob Light – Yes
- Cody Sexton – Yes
- Richard "Pete" Peters – Yes

10. ACTION BY THE BOARD AS A RESULT OF THE CLOSED MEETING

Motion: by Ken McFadyen to approve the agreement for unsolicited marketing service, that does not require to be procured (the agreement is included with the Minutes). The motion was seconded by James Taliaferro.

WVRIFA Board Action: The motion was adopted by a Roll Call vote of 9 to 0 as follows:

ADMINISTERED BY:

Roanoke Valley-Alleghany Regional Commission
313 Luck Avenue, SW, Roanoke, VA 24016
info@wvrifa.org / www.wvrifa.org

Member & Vote

Ken McFadyen – Yes
Richard Caywood – Yes
Megan Baker – Yes
Bob Cowell – Yes
Herbert Berding – Yes
James Taliaferro – Yes
Rob Light – Yes
Cody Sexton – Yes
Richard “Pete” Peters – Yes

11. ADJOURNMENT OF THE WVRIFA BOARD OF DIRECTORS’ MEETING

The WVRIFA Board of Directors’ meeting adjourned at 10:43 a.m.

Richard Caywood, Secretary
WVRIFA Board of Directors

Attest

ADMINISTERED BY:

Roanoke Valley-Alleghany Regional Commission
313 Luck Avenue, SW, Roanoke, VA 24016
info@wvrifa.org / www.wvrifa.org

**VBRSP Development Grant
Pre-Application Form**

Instructions: All potential applicants must complete this pre-application and email it to sites@vedp.org. Once the pre-application has been received, it will be reviewed, and, if approved, the applicant will be emailed the full application and a link to a FileShare platform they will use to upload their completed materials. Please return this form to sites@vedp.org by 5pm on August 1, 2022.

By submitting this pre-application form, the potential applicant acknowledges and understands this form is to determine eligibility for the Virginia Business Ready Sites Program ("VBRSP"). The submission of this pre-application form does not guarantee approval to submit an application for the proposed project.

APPLICANT INFORMATION

Applicant Organization: Western Virginia Industrial Facility Authority

Applicant Contact: John Hull

Title: Executive Director

Applicant Mailing Address: P.O. Box 2569 Roanoke VA 24010

Phone: 540-797-0805

E-mail: john@roanoke.org

SITE INFORMATION

iVS/VirginiaScan PropertyID: 244151

Site Name: Wood Haven Technology Park

Site Address: 7755 Wood Haven Road, Roanoke, VA 24019

Locality: County of Roanoke

GO Virginia Region: 2

Current Site Ownership: Public Public-Option Private – w/ marketing option Private – w/o marketing option

Site Zoned Appropriately for Commercial / Industrial use: Yes No

Largest Contiguous Developable Acreage: 94

Current VBRSP Tier Level: Unknown T1 T2 T3 T4 T5

PROJECT DESCRIPTION

Briefly describe the project(s) for which you anticipate applying for VBRSP Funding. Be sure to include relevant details of the scope of work required for the project:

The Western Virginia Industrial Facility Authority, with support of Roanoke County, the City of Roanoke, and the City of Salem has developed Wood Haven Technology Park as the premier site in the region. The 94-acre tier 4 site already has 20-acre pad and is permitted for a 53-acre pad. Additional funds will be utilized to expand the pad, complete stormwater facilities, and negotiate acquisition of adjacent private parcels which will all enhance the marketability and size of the site.



Proposed projects will include:

- approximately \$2 million for an 8-10 acre expansion of the existing pad. Balzer and Associates has prepared estimates and a preliminary design for this work which be included in our application. Pad development will include cut on the eastern side of the existing pad and fill to the south of the existing 20-acre pad.
- \$1.5 million for completion of stormwater facilities to serve the entire site once completed. A single stormwater pond has been designed and our final application will include several options for the stormwater infrastructure development. There is some efficiency achieved when the stormwater facilities are constructed as the pad is being expanded.
- \$2.2 million for negotiated acquisition of 3-5 private parcels adding 15-20 acres to the Wood Haven Technology Park. Adjacent landowners have indicated a willingness to sell in the past and the acquisition will be focused on the parcels that have the greatest benefit to enhancing the size and marketability of the Wood Haven Technology Park.

It is anticipated that all proposed elements could be completed during the grant period.

PROJECT FUNDING

Estimated Total Project Cost: \$5.7 million

Basis for Total Project Cost Estimate: Professional Estimate Past Project Experience Unsupported Estimate

Requested Program Funding: \$5.7 million

Estimated Total Matching Funds: \$5.7 million

Source(s) of Matching Funds: Match funds include engineering, construction, and debt service over the last five years. Engineering and construction expenditures total \$2.1 million and debt service \$3.6 million. *(Match funds also include anticipated debt service of \$1.5 million for FY2023 and FY 2024. All match funds exclude previous state grants and previously utilized local funds used as match).* This provides an estimated match amount of \$5.7 million.

Community Distress Level: Distressed Double Distressed Not Distressed

(For a list of localities by distress level, please refer to the VBRSP Site Development Guidelines)

Estimated Total Cost to Advance Site Through Tier 5:

To complete the 53-acre pad on the existing site, and advance to Tier 5 is estimated at \$5-6 million. To acquire additional private parcels and complete a 53-acre pad, the estimated cost is \$7-8 million.

(if total cost estimate not available through Tier 5, state the highest Tier Level and estimated cost)

Pursuant to Section 2.2-3711. A. 6. of the Code of Virginia, 1950 as amended, for the purpose of discussion or consideration of the investment of public funds where competition bargaining is involved, where, if made public initially, the financial interest of the Authority would be adversely affected.

MARKETING AGREEMENT

THIS MARKETING AGREEMENT (this "Agreement") is made and entered into this ____ day of October, 2023 (the "Effective Date"), by and between Western Virginia Regional Industrial Facility Authority ("Owner"), and Prologis, L.P., a Delaware limited partnership authorized to transact business in Virginia ("Developer") (each, a "Party", and collectively, the "Parties").

WITNESSETH:

WHEREAS, Owner owns the real estate described on Exhibit A attached hereto, commonly known as Wood Haven Technology Park in Roanoke, Virginia (the "Property"), which it desires to market for development; and

WHEREAS, Developer is an experienced developer of real property, and has a unique relationship with those certain customers listed on Schedule 1 attached hereto (including any affiliates, representatives, or partners thereof through which it performs data center activities, the "PLD Customers"); and

WHEREAS, Owner desires to grant Developer the exclusive right to market the Property to, and negotiate with: the PLD Customers; and

WHEREAS, each Party will derive substantial benefits from the covenants and agreements set forth herein;

NOW THEREFORE, in consideration of the Property, and the mutual covenants and benefits herein contained, the Parties hereby agree as follows:

1. Right to Market; Exclusivity. Subject to the terms and conditions of this Agreement, Owner hereby grants Developer the sole and exclusive right during the Term (as defined below) to market the Property to, and negotiate with the PLD Customers for the development of a data center (the "Purpose"). During the Term, Owner reserves the right to continue to market the Property, and negotiate with regard thereto, for uses including the Purpose. In the event any PLD Customer contacts Owner directly with regard to the Property, Owner shall promptly notify Developer, and Owner will permit Developer to directly engage and/or participate in any such discussions with such PLD Customer. During the Term, Owner expressly agrees that it shall not under any circumstances negotiate or enter into any agreement, on any portion of the Property, with any PLD Customer, unless Owner has complied with Section 4 below. Upon being contacted by a potential developer of a data center, Owner will, before entering into substantive discussions, ascertain whether or not the potential developer is a PLD Customer

2. Property Information; Access and Due Diligence. Within 5 business days after the date of this Agreement, Owner shall provide Developer access to any surveys, due diligence materials, and/or other reports regarding the Property in Owner's or its representatives' possession or control

(such materials, including any results of any additional due diligence investigations undertaken by Developer pursuant to this Agreement, shall be hereinafter referred to as, the "Property Information"). During the Term, Developer's right to market the Property shall include: (a) providing potential prospects access to or copies of any such Property Information, following their execution of a Non-Disclosure Agreement, in substantially the form attached hereto as Exhibit B, with such revisions as Owner may approve in its reasonable discretion (an "NDA"), and (b) providing potential prospects access to the Property to undertake further due diligence investigations, following their execution of an Access Agreement, in substantially the form attached hereto as Exhibit C, with such revisions as Owner may approve in its reasonable discretion (an "Access Agreement"). Upon expiration or earlier termination of this Agreement, all Property Information developed by Developer will be provided to Owner upon request; provided the same shall be provided without any warranty or representation of accuracy, completeness, or right to rely thereon.

3. Term. The term of this Agreement shall commence on the Effective Date, and terminate 12 months after the Effective Date. Notwithstanding anything in the foregoing to the contrary, if, at or prior to the expiration of the Term, (a) Developer has delivered a Term Sheet (as defined below) to Owner to acquire all or a portion of the Property, or (b) Developer notifies Owner that it has commenced substantive discussions with any of the PLD Customers for data center purposes or a specific prospective user, owner/lessee, or developer of the Property for data center purposes (each, a "Data Center User") during the Term, and identifies the PLD Customer or Data Center User, the exclusivity set forth herein shall automatically extend for an additional 6 months with regard to such PLD Customer and/or Data Center User, and the Property.

4. Projects; Fiscal Impact Information. In the event Developer identifies a development opportunity with regard to all or a portion of the Property (each, a "Proposed Project"), it shall notify Owner with respect thereto, and deliver to Owner, to the extent available, the information and data necessary to the assessment of economic benefits to the Commonwealth of Virginia, the City of Roanoke, the City of Salem, and Roanoke County (the "Governmental Stakeholders"), including but not limited to, to the extent available, (a) job formation and projected payroll, (b) real and personal property taxes, and, (c) other information reasonably requested by the Governmental Stakeholders (the "Fiscal Information") as well as a written offer setting forth the basic terms of the Proposed Project, including the proposed purchase price and location of the portion of the Property being acquired (a "Term Sheet"). Owner shall have a period of 90 days thereafter to develop an incentive package consistent with the Governmental Stakeholders' normal incentive packages, and to accept, reject, or deliver a counterproposal to such Term Sheet, acting in good faith, but in its sole and absolute discretion. In the event an incentive package is approved by the Governmental Stakeholders and Owner accepts such Term Sheet, or Developer agrees to any counterproposal thereto, the Parties and the Governmental Stakeholders shall work in good faith, but in their sole business discretion, to enter into a definitive agreement with regard to such Term Sheet, which may include such additional specific terms as the Parties may negotiate on a case-by-case basis, with each Party working in good faith, but in their sole business discretion. In the event Owner rejects a Term Sheet, without a counterproposal, or Developer fails to accept a counterproposal to a Term Sheet within 30 days after the receipt thereof, the Proposed Project shall be deemed rejected, and Owner is prohibited from entering into an agreement or project with regard to any portion of the Property with such PLD Customer during the Term without Developer's express written consent, in its sole and absolute discretion.

5. Memorandum. Owner agrees that within 10 business days after the execution and delivery of this Agreement, Owner shall execute, acknowledge, and deliver to Developer, a

Memorandum of Rights (the "Memorandum"), putting third parties on notice of this Agreement, and Developer's rights hereunder, and hereby consents to its recording in the real estate records of the county in which the Property is located. With regard to any portion of the Property for which the Developer's rights hereunder have finally expired, Developer, upon Owner's request, shall execute, acknowledge, and deliver an executed and acknowledged termination of the Memorandum for recording in the real estate records at closing, with regard to any such portion of the Property.

6. Access.

(a) During the Term, Owner grants Developer, and its employees, contractors, consultants, and agents (collectively, "Developer's Agents"), access to the Property for the purpose of conducting surveys, architectural, engineering, geotechnical, and environmental inspections and tests (including intrusive inspection and sampling), and any other inspections, studies or tests deemed necessary or desirable by Developer, acting in its reasonable discretion, for the Purpose. In connection with any such entry by Developer or Developer's Agents, Developer (i) acknowledges that all entry is at Developer's sole risk, cost, and expense, (ii) shall give Owner reasonable advance notice of such entry, and (iii) acknowledges that Owner or its representatives shall have the right to accompany Developer and Developer's Agents during any testing or other inspections performed on the Property. In the course of its investigations, Developer may make inquiries to third parties, including, without limitation, municipal, local, and other government officials and representatives, and Owner consents to such inquiries. Without expanding or limiting the foregoing, Developer specifically agrees that prior to any entry to perform any invasive on-site testing, Developer shall give Owner prior email notice thereof, including the identity of the company or persons who will perform and the proposed scope of such invasive testing. Owner shall approve or disapprove the scope and methodology of such proposed testing, in Owner's sole and absolute discretion, within 3 business days after receipt of such notice. Owner's failure to provide such approval or disapproval notice within such time frame shall be deemed its disapproval.

(b) Developer shall, or shall cause Developer's Agents to, maintain worker's compensation, as required by applicable statutes, and commercial general liability insurance naming Owner as an additional insured, including broad form property damage, with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, to insure against liability of Developer and/or Developer's Agents, arising out of any entry or inspections of the Property pursuant to the provisions hereof. Owner may obtain Developer's Memorandum of Insurance ("MOI") through Prologis's website at <https://www.prologis.com/insurance> (click on the "Marsh Risk & Insurance Services" button towards the bottom of the page), in lieu of Developer providing a certificate of insurance. The website includes information about the MOI, including that the additional insured(s) on the policy include the parties listed in this Agreement. Developer shall keep the Property free and clear of any liens, and will indemnify, defend, and hold Owner harmless from all claims and liabilities asserted against Owner as a result of any such entry by Developer and/or Developer's Agents, but expressly excluding any claims related to the mere discovery of any condition of the Property existing as of the Effective Date, and any liability to the extent caused by the negligence or willful misconduct of Owner, its affiliates, employees, contractors, consultants, and agents. If any inspection or test conducted by or expressly on Developer's behalf disturbs the Property, Developer will restore the Property to the same condition (to the extent reasonably practicable) as existed prior to any such inspection or test.

(c) For avoidance of doubt, Developer shall not be liable for the acts or omissions of any potential prospects (and the same shall not be considered "Developer's Agents" hereunder) who are granted access to the Property following execution of an Access Agreement, and the Parties

acknowledge and agree that their sole recourse shall be against such party pursuant to the Access Agreement. This provision shall survive the termination or expiration of this Agreement.

7. Confidentiality. Developer hereby acknowledges and agrees that the Property Information, and all other information, other than matters of public record, furnished to Developer relating to the Property, or obtained through inspection of the Property by Developer and/or Developer's Agents, will be treated by Developer and Developer's Agents as confidential, and will not be disclosed to anyone other than on a need-to-know basis, except to Developer's Agents who agree to maintain the confidentiality of such information, and to potential prospects who have executed an NDA. Furthermore, Developer shall have no obligation to hold any information in confidence that: (a) was or becomes generally available to the public other than as a result of a disclosure by Developer or Developer's Agent; (b) was or becomes available to Developer on a non-confidential basis from a source other than the Owner or its affiliates or representatives; or (c) such disclosure is required by a court of competent jurisdiction or applicable law, or necessary to comply with legal, regulatory, licensure, or other similar standards. At the expiration or earlier termination of the Term, upon Owner's written request, Developer shall promptly return to Owner or destroy the Property Information (including any analyses, compilations, studies or documents generated by Developer or Developer's Agents and all copies thereof). For avoidance of doubt, Developer shall not be liable for the acts or omissions of any potential prospects (and the same shall not be considered "Developer's Agents" hereunder) who are receive Property Information following execution of an NDA, and the Parties acknowledge and agree that their sole recourse shall be against such party pursuant to the NDA. This provision shall survive the termination or expiration of this Agreement.

8. Miscellaneous. This Agreement may be amended or modified only by a written instrument executed by Developer and Owner. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement shall be binding on the parties hereto, and their successors and permitted assigns. This Agreement shall be construed in accordance with the internal laws of the state in which the Property is located. The prevailing party in any action brought to enforce the provisions of this Agreement or to collect damages for the breach of any such provisions shall be entitled to recover all reasonable costs incurred in connection therewith, including, without limitation, legal fees and costs. This Agreement may be executed in several counterparts, and by facsimile signature, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

Owner:

Western Virginia Regional Industrial
Facility Authority

By: _____

Its: _____

Date: _____

Developer:

Prologis, L.P., a Delaware limited partnership

By: Prologis, Inc., a Maryland corporation,
its general partner

By: _____

Its: _____

Date: _____

EXHIBIT A

The Property

EXHIBIT B

Form of NDA

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is executed by _____ ("Receiving Party") in favor of Western Virginia Regional Industrial Facility Authority, with a notice address at _____ ("Owner"), and Prologis, L.P., a Delaware limited partnership, with a notice address at _____ ("Prologis"), and together with Owner, jointly and severally, the "Disclosing Party", to be effective as of the last date of execution by the Disclosing Party as indicated on the signature page (the "Execution Date").

In connection with a potential transaction (the "Transaction") concerning Owner's certain real property located at _____ (the "Property"), Disclosing Party intends to make available certain information to Receiving Party.

As a condition to the disclosure by or on behalf of the Disclosing Party, the Receiving Party agrees to treat confidentially such information, whether furnished before or after the date of this Agreement, together with analyses, compilations, studies or other documents prepared by Receiving Party or by any of Receiving Party's directors, officers, attorneys, accountants, banks, capital sources, advisors, agents, employees, partners, consultants or representatives (collectively "Representatives") to the extent that such analyses, compilations, studies or documents contain or otherwise reflect or are generated from such information (collectively, the "Material"). The term "Material" shall also include information relating to the Transaction, any of the terms, conditions or facts relating to the Transaction, the status thereof and the content of related discussions or negotiations.

The term "Material" does not include information that (i) is, was or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or its Representatives not permitted hereunder, (ii) was or becomes available to the Receiving Party or its Representatives on a non-confidential basis from a source other than the Disclosing Party or its Representatives provided that any such source is not, to the Receiving Party's knowledge, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from transmitting the information to the Receiving Party by contractual, legal or fiduciary obligations, (iii) was within the Receiving Party's or its Representatives' possession prior to its being furnished to the Receiving Party by or on behalf of the Disclosing Party, provided that any source of such information was not known by the Receiving Party to be bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from transmitting the information to the Receiving Party by contractual, legal or fiduciary obligations, or (iv) was independently developed by the Receiving Party or its Representatives without reliance on or use of the Material.

Receiving Party hereby agrees that the Material will be used solely for the purpose of evaluating a possible Transaction and kept confidential by such Receiving Party, and the Receiving Party will direct its Representatives to keep the Material confidential without disclosure to any third party; provided, however, any of the Material may be disclosed to such Receiving Party's Representatives who need to know the information contained therein for the purpose described above. In any event, the Receiving Party shall be responsible for any breach of this Agreement by any of its Representatives.

If the Receiving Party is requested in any judicial or administrative proceeding or by any governmental or regulatory authority to disclose Material, it will give the Disclosing Party prompt notice of such request (to the extent permitted by applicable law) so that the Disclosing Party may seek an appropriate protective order, and the Receiving Party agrees, at the Disclosing Party's expense, to reasonably cooperate with the Disclosing Party in obtaining such an order. If, in the absence of a protective order, the Receiving Party is nonetheless compelled to disclose Material, the Receiving Party may make such

disclosure without liability hereunder, provided that the Receiving Party discloses only those Materials it is legally obligated to disclose, the Receiving Party gives the Disclosing Party written notice (to the extent permitted by applicable law) of the Material to be disclosed as far in advance of its disclosure as is practicable and, upon the Disclosing Party's request and at its expense, use commercially reasonable efforts to obtain reasonable assurances that confidential treatment will be accorded to such Material.

Receiving Party agrees that unless or until a definitive agreement between the parties with respect to the Transaction has been executed and delivered, neither the Receiving Party or any of its partners, officers or affiliates, on the one hand, nor the Disclosing Party or any of its partners, officers or affiliates, on the other hand, will be under any legal obligation of any kind whatsoever with respect thereof (and then only to the extent set forth in such document) by virtue of any other written or oral expression by any of the Disclosing Party's Representatives, except for the matters specifically agreed to in this Agreement. The understandings set forth in this paragraph may only be modified or waived by a separate writing executed by the Disclosing Party and Receiving Party expressly so modifying or waiving such agreement. Without limiting the generality of the foregoing, Receiving Party further agrees and acknowledges that Disclosing Party reserves the right in its sole and absolute discretion to withdraw the Property from the market, change the offering price and terms, reject any and all offers and/or proposals made by Receiving Party, and to terminate discussions and negotiations with Receiving Party at any time and for any reason.

Receiving Party acknowledges that neither the Disclosing Party nor any of its Representatives makes any express or implied representation or warranty as to the accuracy or completeness of the Material, except as and to the extent included in any representations and warranties made by the Disclosing Party in any binding written agreement executed by the parties with respect to the Transaction.

If either party terminates discussions or if a binding written agreement is entered into but the Transaction is not consummated, the Receiving Party agrees to promptly destroy the Material (and certifying such destruction in writing) or if requested by the Disclosing Party in writing, deliver to the Disclosing Party the Material, and in either case without retaining any copies thereof. In no event shall any such incurrence terminate the Receiving Party's obligations hereunder, which shall continue for two years following the Execution Date. Notwithstanding the foregoing or anything to the contrary contained herein, the Receiving Party may retain one copy of the Material to the extent required by applicable law, legal process or internal document retention policies; provided, however, that any Material so retained shall remain subject to the confidentiality obligations hereunder.

The Agreement shall be governed by and construed in accordance with the laws of the State of Virginia without regard to its principles or conflicts of laws.

Receiving Party agrees that money damages may not be a sufficient remedy for breach of any provision of this Agreement by the other and that, in addition to all other remedies that any party hereto may have, Disclosing Party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach without the need to post a bond as may be required by statute. Notwithstanding anything to the contrary contained herein, in no event shall either party be liable for lost profits, punitive damages or consequential damages.

The prevailing party in any action brought to enforce the provisions of this Agreement or to collect damages for the breach of any such provisions shall be entitled to recover all reasonable costs incurred in connection therewith including without limitation legal fees and costs.

This agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one and the same agreement. The signature of a party transmitted electronically (e.g., e-signature) or by PDF and/or other electronic image file format shall constitute and have the same force and effect as the original signature of the party. Following execution, a PDF (or similar image file format) scan of this entire agreement (whether signed electronically or in ink) shall be maintained and considered to be the original agreement for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this agreement to be effective as of the Execution Date.

THE UNDERSIGNED HEREBY ACKNOWLEDGES AND AGREES TO THE FOREGOING.

RECEIVING PARTY:

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT C

Form of Access Agreement

To include providing Certificate of Insurance naming Owner as additionally insured. ENTRY AND ACCESS AGREEMENT

This Entry and Access Agreement (this "Agreement"), by and between Western Virginia Regional Industrial Facility Authority, with a notice address at _____ ("Owner"), Prologis, L.P., a Delaware limited partnership, with a notice address at _____ ("Prologis"), and _____ ("Recipient"), and together with Owner and Prologis, the "Parties"), and is entered into as of the last date of execution by the Parties, as indicated on the signature page (the "Effective Date").

Recitals:

A. The Parties are currently negotiating a transaction (the "Transaction") concerning Owner's certain real property located at _____ (the "Property").

B. Recipient has requested access to the Property, and certain documents and information relative to the Property, prior to entering into the Transaction, in order to expedite its inspection of the Property, and Owner has agreed to allow such access subject to the terms and conditions herein contained.

Agreement:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the Parties hereby agree as follows:

1. Access. Owner hereby grants Recipient access to the Property beginning on the Effective Date and ending on the earlier to occur of (i) the effective date of a formal _____ with Recipient pertaining to the Property (the "Definitive Agreement"), after which time Recipient's access to the Property will be governed solely by such Definitive Agreement, (ii) 30 days after the Effective Date, and (iii) Owner's or Prologis' notice of termination of this Agreement.

2. Inspection.

(a) During the duration of this Agreement, Recipient, its employees, contractors, consultants, and agents (collectively, "Recipient's Agents") shall have the right to enter upon the Property for the purpose of inspecting the Property. In connection with any such entry, Recipient (i) acknowledges that all entry is at Recipient's sole risk, cost, and expense, and subject to such limitations and restrictions as Owner and/or Prologis may designate, (ii) shall give Owner and Prologis reasonable advance notice (via email to _____ and _____ at _____ and _____) of such entry, (iii) shall conduct such entry and any inspections so as to minimize, to the greatest extent possible, interference with Owner's business and the business of Owner's tenants, (iv) shall not have any discussion with any governmental agencies without first obtaining Owner's prior written consent, which Owner may withhold in its sole discretion, and (v) acknowledges that Owner, Prologis, and/or any of their representatives, shall have the right to accompany Recipient and Recipient's Agents, or participate in any discussions with any governmental agencies (if approved by Owner), during any testing or other inspection performed on the Property. Without expanding or limiting the foregoing, Recipient specifically agrees that prior to any entry to perform any invasive on-site testing, Recipient shall give Owner prior email notice thereof, including the identity of the company or persons who will perform and the proposed scope of such invasive testing. Owner shall approve or disapprove the scope

and methodology of such proposed testing within 3 business days after receipt of such notice, such approval may be withheld in Owner's sole and absolute discretion. Owner's failure to provide such approval or disapproval notice within such time frame shall be deemed disapproval. If Recipient or Recipient's Agents take any sample from the Property in connection with any such approved testing, Recipient shall provide to Owner a portion of such sample being tested to allow Owner, if it so chooses, to perform its own testing.

(b) Recipient shall, or shall cause Recipient's Agents to, maintain commercial general liability insurance, including broad form property damage, with limits of not less than \$2,000,000.00 per occurrence and \$5,000,000.00 in the aggregate in form and substance adequate to insure against all liability of Recipient and/or Recipient's Agents, arising out of any entry or inspections of the Property pursuant to the provisions hereof and an automobile policy not less than an amount of \$1,000,000 combined single limit. Prior to conducting any inspections or tests at the Property, Recipient shall deliver to Owner and Prologis a certificate of insurance evidencing such required coverage, with Owner and Prologis named as additional insureds. If any inspection or test disturbs the Property, Recipient will promptly restore the Property to the same condition as existed before the inspection or test. **EXCEPT FOR RECIPIENT'S MERE DISCOVERY (WITHOUT EXACERBATION) OF PRE-EXISTING CONDITIONS ON THE PROPERTY, RECIPIENT SHALL INDEMNIFY, DEFEND AND HOLD OWNER AND PROLOGIS, AND ANY AFFILIATES, PARTNERS, MEMBERS, SHAREHOLDERS, INVESTMENT MANAGERS, PROPERTY MANAGERS, TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS OF EACH OF THEM AND THEIR RESPECTIVE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES, AND ASSIGNS (COLLECTIVELY, THE "OWNER PARTIES") AND THE PROPERTY HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, LOSSES, CLAIMS, LIENS, COST OR EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES) ARISING OUT OF OR RELATING TO ANY ENTRY ON THE PROPERTY BY RECIPIENT OR RECIPIENT'S AGENTS IN THE COURSE OF PERFORMING THE INSPECTIONS, TESTING OR INQUIRIES PROVIDED FOR IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION DAMAGE TO THE PROPERTY OR RELEASE OF HAZARDOUS SUBSTANCES OR MATERIALS ONTO THE PROPERTY. THE FOREGOING INDEMNITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

3. Confidentiality. Recipient hereby acknowledges and agrees that the Property Information and all other information, other than matters of public record, furnished to, or obtained through inspection of the Property by, Recipient, its affiliates, lenders, employees or Recipient's Agents relating to the Property, will be treated by Recipient, its affiliates, lenders, employees and Recipient's Agents as confidential, and will not be disclosed to anyone other than on a need-to-know basis to Recipient's consultants who agree to maintain the confidentiality of such information, and will be returned to Owner and Prologis by Recipient if the Closing does not occur. The term "Property Information" shall include all information furnished by Owner or Prologis to Recipient or obtained by Recipient in the course of Recipient's investigation of the Property, or in any way arising from or relating to any and all studies or entries upon the property or in any way relating to Owner, Prologis, and/or the Transaction contemplated by the Parties. If this Agreement is terminated without the Parties entering into a Definitive Agreement, Recipient shall promptly return or deliver to Owner and Prologis (and, if stored electronically, purge) the Property Information (including any analyses, compilations, studies or documents generated by Recipient or Recipient's Agents and all copies thereof, which shall be provided without any warranty of accuracy or completeness). The obligations of this paragraph shall survive the termination or expiration of this Agreement.

4. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located without regard to its principles or conflicts of laws.

5. Remedies. It is understood and agreed that money damages may not be a sufficient remedy for any breach of this Agreement by Recipient or any of the Recipient Agents and that Owner and/or Prologis shall be entitled to seek specific performance and injunctive relief as remedies for any such breach, and Recipient further agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. Such remedies shall not be deemed to be the exclusive remedies for Recipient's breach of this Agreement but shall be in addition to all other remedies available at law or in equity to Owner and/or Prologis.

6. Definitive Agreement. Recipient also understands and agrees that no contract or agreement providing for the Transaction shall be deemed to exist between Recipient, Owner, or Prologis, unless and until the Parties (or their affiliates) have executed and delivered a Definitive Agreement and Recipient hereby waives any claims (including, without limitation, breach of contract) in connection with the Transaction unless and until Recipient has entered into a Definitive Agreement with Owner and Prologis (or their affiliates).

7. Prevailing Party. The prevailing party in any action brought to enforce the provisions of this Agreement or to collect damages for the breach of any such provisions shall be entitled to recover all reasonable costs incurred in connection therewith including without limitation legal fees and costs.

8. Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one and the same agreement. The signature of a party transmitted electronically (e.g., e-signature) or by PDF and/or other electronic image file format shall constitute and have the same force and effect as the original signature of the party. Following execution, a PDF (or similar image file format) scan of this entire agreement (whether signed electronically or in ink) shall be maintained and considered to be the original agreement for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the Effective Date.

RECIPIENT:

By: _____
Name: _____
Title: _____
Date: _____

OWNER:

By: _____
Name: _____
Title: _____
Date: _____

PROLOGIS:

Prologis, L.P., a Delaware limited partnership

By: Prologis, Inc., a Maryland corporation

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE 1

PLD Customers

Meta
Iron Mountain
Ali Baba
Google
Tesla
VMWare
Amazon (AWS)
Samsung
Capgemini
Oracle
Sony
Salesforce
Microsoft
Dell
Uber
SAP
Nvidia
Intel

WVRIFA
Woodhaven Participation Committee
DUES BUDGET FY25

created 12/4/23

	FY24 Budget	FY25 Budget	Notes
Locality Dues			
City of Roanoke	\$ 11,050.00	\$ 13,260.00	44.20%
Roanoke County	\$ 11,050.00	\$ 13,260.00	44.20%
City of Salem	\$ 2,900.00	\$ 3,480.00	11.60%
Total Budgeted Dues	\$ 25,000.00	\$ 30,000.00	

Western Virginia Regional Industrial Facility Authority
 Board Operating Dues
 Prepared December 2023

FY2025 Funding Request			
	POPULATION	% based on population	Total WVRIFA Income \$56,250.00
BOTETOURT COUNTY	33,510	11%	6,103.52
FRANKLIN COUNTY**	54,155	18%	9,863.80
ROANOKE CITY	99,634	32%	18,147.37
ROANOKE COUNTY ***	88,562	29%	16,130.70
SALEM	24,924	8%	4,539.66
VINTON	8,043	3%	1,464.95
TOTAL	308,828	100%	56,250.00

**INCLUDES THE POPULATION OF THE TOWN OF ROCKY MOUNT(4,936)

***MINUS THE POPULATION OF THE TOWN OF VINTON

RVARC City/County population numbers: Weldon Cooper 7/1/22

RVARC Town population numbers: US Census Bureau of Census, 2020; 7/1/22

	Budgeted Amount	August 2024	December 2024	March 2025	June 2025	Remaining	
BOTETOURT COUNTY	\$ 6,103.52	\$ 3,051.76	\$ 3,051.76	\$ -		\$ -	pays biannual
FRANKLIN COUNTY	\$ 9,863.80	\$ 9,863.80				\$ -	
ROANOKE CITY	\$ 18,147.37	\$ 4,536.84	\$ 4,536.84	\$ 4,536.84	\$ 4,536.84	\$ -	pays quarterly
ROANOKE COUNTY ***	\$ 16,130.70	\$ 16,130.70				\$ -	
SALEM	\$ 4,539.66	\$ 1,134.92	\$ 1,134.92	\$ 1,134.92	\$ 1,134.92	\$ -	pays quarterly
VINTON	\$ 1,464.95	\$ 1,464.95				\$ -	
TOTAL	\$ 56,250.00	\$ 36,182.97	\$ 8,723.52	\$ 5,671.76	\$ 5,671.76	\$ 56,250.00	

**Report on Election of Officers
for the Western Virginia Regional Industrial Facility Authority Board**

Election of officers will take place at the December 15, 2023 Board Meeting of the Western Virginia Regional Industrial Facility Authority. Article VI, Section 6.1 of the Bylaws states that the principal officers of the Authority shall be the Chairman, the Vice Chairman, the Secretary and the Treasurer, all of whom shall be elected by the Board and shall be members. The offices of Secretary and Treasurer may be combined.

Article VI, Section 6.2 of the Bylaws states the officers of the Authority are elected for one-year terms for each calendar year by the Board. The term shall run from January 1 of the first year through December 31 after initial incorporation terms. Except for death, resignation or removal, the Officers shall hold office until their respective successors shall have been elected by the Board.

The following officers will need to be elected, or re-elected, by the Board at the December meeting: *Chair, Vice Chair, Secretary/Treasurer.*

Current Officers: Gary Larrowe, Chair
Bob Cowell, Vice Chair
Richard Caywood, Secretary/Treasurer
Jeremy Holmes, Assistant Treasurer

Nominations will be taken from the floor at the December 15th WVRIFA Board Meeting.

WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

2024 Meeting Schedule of the Western Virginia Regional Industrial Facility Authority (WVRIFA)

Unless otherwise notified, WVRIFA Board meetings are held on the 3rd Friday of the month at 10:00 a.m. at the Roanoke Valley-Alleghany Regional Commission Office, Top Floor Conference Room, 313 Luck Ave., SW, Roanoke, VA 24016

January 19, 2024
February 16, 2024
March 15, 2024
April 19, 2024
May 17, 2024
June 21, 2024
July 19, 2024
August 16, 2024
September 20, 2024
October 18, 2024
November 15, 2024
December 13, 2024 (*rescheduled due to Christmas holiday*)

NOTE: Meetings of the WVRIFA Participation Committee are held on an as-needed basis.

Administered by:
Roanoke Regional Partnership | 111 Franklin Plaza, Ste 333
Roanoke, VA 24011 | 540.343.1550

WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

December 7, 2023

Dear WVRIFA Board Members:

This is to request a Closed Meeting during the next scheduled meeting of the WVRIFA Board on Friday, December 15, 2023 at 10:00 a.m. at the Roanoke Valley-Alleghany Regional Commission (Top Floor Conference Room), 313 Luck Ave., SW, Roanoke, VA 24016.

The Closed Meeting is pursuant to Section 2.2-3711 A. 3. of the Code of Virginia, 1950, as amended, for the purpose of discussion or 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 Closed Meeting is pursuant to Section 2.2-3711. A. 6. of the Code of Virginia, 1950 as amended, for the purpose of discussion or consideration of the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the Authority would be adversely affected.

Sincerely,

Gary Larrowe
Chair
WVRIFA Board

CERTIFICATION RESOLUTION

**RESOLUTION CERTIFYING CLOSED MEETING WAS HELD IN CONFORMITY
WITH THE CODE OF VIRGINIA**

WHEREAS, the Western Virginia Regional Industrial Facility Authority has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 of the Code of Virginia requires a certification by the Western Virginia Regional Industrial Facility Authority that such closed meeting was conducted in conformity with Virginia law.

NOW, THEREFORE, BE IT RESOLVED, that the Western Virginia Regional Industrial Facility Authority hereby certifies that, to the best of each member's knowledge:

1. Only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting which this certification resolution applies; and
2. Only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Western Virginia Regional Industrial Facility.

The 15th day of December, 2023

Administered by:
Roanoke Valley-Alleghany Regional Commission
P.O. Box 2569, Roanoke, VA 24010
540.343.4417 / info@wvrifa.org / www.wvrifa.org