

Danville-Pittsylvania Regional Industrial Facility Authority

**CITY OF DANVILLE, VIRGINIA
COUNTY OF PITTSYLVANIA, VIRGINIA**

**Corrected
AGENDA**

MONDAY, JUNE 13, 2011

12:00 NOON

**DANVILLE REGIONAL AIRPORT
EASTERN CONFERENCE ROOM
424 AIRPORT DRIVE, DANVILLE, VIRGINIA**

COUNTY OF PITTSYLVANIA MEMBERS

**COY E. HARVILLE, VICE CHAIRMAN
HENRY A. "HANK" DAVIS, JR.
FRED M. INGRAM, ALTERNATE**

CITY OF DANVILLE MEMBERS

**SHERMAN M. SAUNDERS, CHAIRMAN
T. DAVID LUTHER
FRED O. SHANKS, III, ALTERNATE**

STAFF

**JOSEPH C. KING, CITY MANAGER, DANVILLE
WILLIAM D. SLEEPER, PITTSYLVANIA COUNTY ADMINISTRATOR
CLEMENT & WHEATLEY, ATTORNEY FOR AUTHORITY
SUSAN M. DEMASI, AUTHORITY SECRETARY
BARBARA A. DAMERON, AUTHORITY TREASURER**

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

1. MEETING CALLED TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT PERIOD

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

4. APPROVAL OF MINUTES FOR THE MAY 9, 2011 MEETING

5. NEW BUSINESS

- A. Consideration of Resolution No. 2011-06-13-5A, approving the terms of those certain contracts between the City of Danville, Virginia and Dewberry & Davis, Inc., a North Carolina corporation, (i) dated November 12, 2010, for surveying services at the Authority's Cane Creek site, at a price of \$10,250; and (ii) dated December 3, 2010, for environmental, archeological and geotechnical investigations at Phase 2 of the Authority's Mega Park site, and wetland permitting/marketing and project management services at Phases 1 and 2 of the Authority's Mega Park site, at a price of \$985,500.
- B. Consideration of Resolution No. 2011-06-13-5B, ratifying the County Administrator's actions in executing and delivering that certain contract between the Authority and Haymes Brothers, Inc., a Virginia corporation, as approved by the Authority on May 9, 2011, pursuant to Resolution No. 2011-05-09-5A.
- C. Consideration of Resolution No. 2011-06-13-5C(A), approving a one-year hunting lease to Oak Hill Hunt Club, an unincorporated association, of approximately 570.75 acres at the Authority's Mega Park site (GPINs 1366-16-2959 and 1367-01-8739), commonly known as Hairston Farm and Shoffner Farm; and the lease shall be for the uses of hunting, fishing and related outdoor recreational activities, at a total rental fee of \$4,000.
- D. Consideration of Resolution No. 2011-06-13-5D(A), authorizing a one-year hunting lease to Guilford Whitetail Management, a North Carolina corporation, of approximately 1595.07 acres at the Authority's Mega Park site (GPINs 1366-54-5996, 1367-41-3134, 1377-01-1754 and 1356-75-8216), commonly known as the Klutz Farm; and the lease shall be for the uses of hunting, fishing and related outdoor recreational activities, at a total rental fee of \$4,500.
- E. Consideration of Resolution No. 2011-06-13-5E, approving plans and specifications for construction of Electronic Instrumentation and Technology, LLC's facility in the Authority's Cyber Park.*

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

- F. Consideration of Resolution No. 2011-06-13-5F, approving plans and specifications for construction of elevator shaft and storage building at the Institute for Advanced Learning and Research's Sustainable Energy Technology Center Building in the Authority's Cyber Park.*
- G. Consideration of Resolution No. 2011-06-13-5G, approving plans and specifications for construction of expansion of plant propagation space in the Institute for Advanced Learning and Research's Charles Hawkins Building in the Authority's Cyber Park.*
- H. Financial Report as of May 31, 2011.

** Per the Attorney for the Authority, New Business Agenda Items E, F, and G do not have separate written resolutions.*

6. COMMUNICATIONS FROM:

Henry A. "Hank" Davis, Jr.
Coy E. Harville
Fred M. Ingram
T. David Luther
Sherman M. Saunders
Fred O. Shanks, III
Staff

7. ADJOURN

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

Corrected
AGENDA
ITEM NUMBER 5.C(A)

Resolution No. 2011-06-13-5C(A)

A RESOLUTION TO APPROVE A ONE-YEAR HUNTING LEASE TO OAK HILL HUNT CLUB, AN UNINCORPORATED ASSOCIATION, OF APPROXIMATELY 570.75 ACRES AT THE AUTHORITY'S MEGA PARK SITE (GPINS 1366-16-2959 AND 1367-01-8739), COMMONLY KNOWN AS HAIRSTON FARM AND SHOFFNER FARM; AND THE LEASE SHALL BE FOR THE USES OF HUNTING, FISHING AND RELATED OUTDOOR RECREATIONAL ACTIVITIES, AT A TOTAL RENTAL FEE OF \$4,000.

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

WHEREAS, Oak Hill Hunt Club, an unincorporated association (“**OHHC**”), desires to enter into a lease from the Authority of that certain real property located in Pittsylvania County, Virginia, containing an aggregate of 570.75 acres, more or less, commonly known as the Hairston Farm (GPIN 1366-16-2959, containing 371.78 acres more or less) and the Shoffner Farm (GPIN 1367-01-8739, containing 198.97 acres more or less), off State Road 863 (the “**Property**”), for the use of hunting, fishing and related outdoor recreational activities, at a total rental fee of Four Thousand Dollars (\$4,000); and

WHEREAS, the Authority has determined that it is in the best interests of the Authority and of the citizens of Pittsylvania County and the City of Danville, Virginia, for the Authority to enter into a lease to OHHC of the Property, for the use of hunting, fishing and related outdoor recreational activities, at a total rental fee of Four Thousand Dollars (\$4,000); and

WHEREAS, the terms of such proposed lease are set forth in Schedule A, attached hereto and incorporated herein by this reference (the “**Lease**”).

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority hereby approves the Lease as reviewed at this meeting, together with such amendments, deletions or additions thereto as may be approved by the Chairman or the Vice Chairman of the Authority, and hereby authorizes the Chairman and the Vice Chairman, either of whom may act independently of the other, to execute and deliver the Lease on behalf of the Authority, such execution of the Lease by the Chairman (or Vice Chairman as the case may be) to conclusively establish his approval of any amendments, deletions or additions thereto.

2. The Authority hereby authorizes and directs staff and other agents and representatives working on behalf of the Authority to take such actions and to do all such things as are contemplated by the Lease, or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of these resolutions.

3. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to the Lease and the matters contemplated therein.

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

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the Directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a meeting duly called and held on June 13, 2011, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority this 13th day of June 2011.

(SEAL)

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

Schedule A

[Form of Lease]

HUNTING LEASE RENEWAL AGREEMENT

THIS HUNTING LEASE RENEWAL AGREEMENT (this "**Lease**") made as of the 14th day of June 2011, by and between **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia ("**Landlord**"), c/o City of Danville Finance Department, 427 Patton Street (24541) P.O. Box 3300, Danville, VA 24543, and **OAK HILL HUNT CLUB**, an unincorporated association ("**Tenant**"), c/o Rick Carter, 250 Smith Edward Road, Kernersville, NC 27284-7617.

WITNESSETH:

That for and in consideration of the mutual promises and covenants contained in this Lease, the parties agree as follows:

Section 1. - Property Description. Landlord hereby leases to Tenant and Tenant rents from Landlord, all that certain real property located in Pittsylvania County, Virginia, containing an aggregate of 570.75 acres, more or less, commonly known as the Hairston Farm (GPIN 1366-16-2959, containing 371.78 acres more or less) and the Shoffner Farm (GPIN 1367-01-8739, containing 198.97 acres, more or less), off State Road 863 (the "**Demised Premises**"), under the terms and conditions herein.

Section 2. - Term. This Lease shall be for a term of one (1) year beginning July 1, 2011, and ending June 30, 2012 (the "**Term**"). This Lease may be terminated by either party at any time during the Term, without cause, upon such party providing the other party written notice of its intent to terminate the Lease thirty (30) days in advance of such termination, at which time the Rent (as hereafter defined) shall be prorated.

Section 3. - Rental Payments. Tenant agrees to pay to Landlord as rent ("**Rent**") for the Term the amount of Four Thousand and 00/100 Dollars (\$4,000.00), payable in advance. The payment of Rent pursuant to this Lease shall be delivered to Landlord at its address listed above.

Section 4. - Assignment. Tenant shall not be permitted to assign this Lease or sublet the Demised Premises, or any part thereof, for any reason whatsoever, without Landlord's written consent, which consent may be withheld by Landlord, in Landlord's absolute and sole discretion. Any attempted assignment or sublease, without Landlord's written consent, shall be null, void, and of no effect and shall constitute a material breach by Tenant of this Lease.

Section 5. - Insurance: Personal Property. It shall be the sole responsibility of Tenant to protect and, if Tenant desires, to insure Tenant's personal property or any other property of Tenant located on or upon the Demised Premises. The parties understand and agree that Tenant shall maintain, during the Term, commercial general liability insurance on the Demised Premises with a minimum limit of \$1,000,000, naming Landlord as an additional insured, and that Tenant will provide Landlord with evidence of such insurance as requested by Landlord. Landlord shall have no liability whatsoever during the Term for any damage to any property of Tenant, or any property of any other person which may be located on the Demised Premises, or for any bodily injury or other damage to any person occurring on or from the Demised Premises, regardless of the cause thereof. To the extent permitted by law, Tenant hereby waives and releases any and all claims it may now or hereafter have against Landlord with respect to any damage to person or property of Tenant, its directors, officers, members, agents, employees, invitees, or licensees, which may occur on or relating to the Demised Premises, at any time during the Term, regardless of the cause of such damage or injury. Tenant's obligations under this Section will specifically, and without limitation, survive the expiration or other termination of this Lease.

Section 6. - Use of Demised Premises by Tenant. Tenant shall have the right to use the Demised Premises during the Term for hunting, fishing, and related outdoor recreational activities and for no other use without the prior written approval of Landlord, which approval may be withheld in the sole discretion of Landlord; provided, however, that Tenant shall at all times have and maintain any required permits or governmental approvals necessary for the conduct of such activities; and provided, further, that Tenant shall at all times comply with all applicable laws and regulations concerning Tenant's use and occupancy of the Demised Premises during the Term. Tenant

understands and agrees that the Demised Premises shall not be used, at any time, for any purpose or in any manner which constitutes a violation of any federal, state or local law or regulation, and Tenant covenants and agrees to indemnify and save and hold harmless Landlord from any and all liability whatsoever arising out of any use of the Demised Premises for any purpose by Tenant, its directors, officers, members, agents, contractors, invitees, and licensees. Tenant's obligations under this Section will specifically, and without limitation, survive the expiration or other termination of this Lease.

Section 7. - No Alcoholic Beverages. Tenant shall not permit the consumption of alcoholic beverages on the Demised Premises.

Section 8. - Other Obligations of Tenant. Tenant, at its expense, shall perform all of the following:

- a. Post all property boundaries of the Demised Premises;
- b. Cable and lock all roadways in the Demised Premises;
- c. Plant food plots for all wildlife and not interfere with farming;
- d. Comply with all applicable laws and regulations applicable to hunting and the use of firearms reasonable and incidental to hunting;
- e. Take all reasonable precautions against fire and littering; and
- f. Perform those obligations set forth in **Schedule 8(f)**, attached hereto and incorporated herein by this reference.

Section 9. - Environmental.

a. For the purposes hereof, "**Environmental Law**" shall mean any and all federal, state or local laws, statutes, ordinances, regulations, orders or decrees for the protection of human health, the environment or public safety, now in existence or hereinafter promulgated. "**Hazardous Materials**" shall mean polychlorinated biphenyls, petroleum, flammable explosives, radioactive materials, asbestos and any hazardous, toxic or dangerous waste, substance or material defined as "Regulated Substances", "Toxic Substances", "Hazardous Chemicals", "Hazardous Materials", "Hazardous Substances", or similar terms, in any Environmental Law or listed as such by the Environmental Protection Agency.

b. Tenant shall not cause or shall not permit the storage, use, generation, release, or disposition of any Hazardous Materials in, on, or about the Demised Premises, or any other portion of the Property, by Tenant, its directors, officers, members, agents, employees, invitees, and licensees present on the Demised Premises during the Term. Tenant shall not permit the Demised Premises to be used or operated in a manner that may cause any portion of the Demised Premises to be contaminated by any Hazardous Materials in violation of any Environmental Laws.

c. Tenant will be solely responsible for and will defend, indemnify and hold harmless Landlord, its directors, officers, members, agents, and employees from and against all claims, costs, expenses, damages, and liabilities, including attorneys' fees and costs, arising out of or in connection with Tenant's breach of Tenant's obligations in this Section. In the event of a breach by Tenant of Tenant's obligations under this Section, Tenant will be solely responsible for and will defend, indemnify, and hold harmless Landlord, its directors, officers, members, agents, and employees from and against any and all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with the removal, cleanup, and restoration work and materials necessary to remediate any such breach in a manner which properly removes all Hazardous Materials from the Demised Premises placed on the Demised Premises in violation of Tenant's obligations hereunder. Tenant's obligations under this Section will specifically, and without limitation, survive the expiration or other termination of this Lease.

Section 10. - Attorney's Fees. In the event that Tenant defaults in the performance of any of the terms or obligations imposed upon Tenant by this Lease or the transactions contemplated hereby, Landlord may institute legal proceedings to enforce the provisions of this Lease. In such instance, in addition to any other remedy, Tenant shall be responsible for the reasonable attorneys' fees incurred by Landlord in pursuing such action. Landlord retains all rights at law and in equity to enforce the provisions of this Lease in accordance with applicable law.

Section 11. - Condition of the Demised Premises. The parties understand and agree that Landlord makes no representations or warranties whatsoever to Tenant concerning the condition or fitness for any purpose of the Demised Premises or any improvements located thereon, and Tenant accepts the Demised Premises in their current condition, "**AS IS**" and "**WITH ALL FAULTS**".

Section 12. - Waiver of Liability.

a. Tenant shall indemnify and save harmless Landlord from and against any and all suits, actions, damages, claims, judgments, costs, liabilities, and expenses in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence (a) in, upon, or from the Demised Premises or any improvements thereon, regardless of the person or entity alleged to be responsible for such damage or injury; (b) the occupancy or use by Tenant of the Demised Premises occasioned in whole or in part by any act or omission by Tenant, Tenant's directors, officers, agents, contractors, employees, servants, invitees, licensees, or permitted subtenants; or (c) any action, activity, occupancy, or use by Tenant of any portion of the Demised Premises occasioned in whole or in part by any act or omission by Tenant, Tenant's directors, officers, agents, contractors, employees, servants, invitees, or licensees. Tenant's obligations under this Section will specifically, and without limitation, survive the expiration or other termination of this Lease.

b. Tenant shall store Tenant's property in and shall occupy the Demised Premises at Tenant's own risk, and Tenant hereby releases Landlord, to the full extent permitted by law, from all claims of every kind resulting in any loss of life, bodily or personal injury, or property damage, regardless of the cause of such loss, injury, or damage. Landlord shall not be responsible or liable, at any time, for any loss or damage to Tenant's equipment, fixtures, or other personal property or to Tenant's business, and Landlord shall not be responsible or liable to Tenant, or to those claiming by, through, or under Tenant, for any loss or damage to either the person or property of Tenant, Tenant's agents, contractors, or employees that may be occasioned by or through the acts or omissions of any other persons occupying any portion of the Demised Premises; and Landlord shall not be responsible or liable for any defect, latent or otherwise, in any building or any of the equipment, machinery, utilities, appliances, or apparatus therein, nor shall Landlord be responsible or liable for any injury, loss, or damage to any person or to any property of Tenant, or any other person, caused by or resulting from bursting, breaking, or leakage, steam, snow or ice running, backing up, seepage, or the overflow of water or sewage, in any part of the Demised Premises, or for any injury or damage caused by or resulting from acts of God or the elements, or for any defect in the construction, condition, or use of any portion of the Demised Premises, or for any machinery, equipment, or apparatus located therein. Tenant agrees to give prompt notice to Landlord in case of any fire or acts of God on the Demised Premises, or any claims by third parties concerning defects in the Demised Premises, or any fixtures or equipment located thereon. If Landlord is made a party to any litigation alleging liability of Landlord for any matters contained in this Section, Tenant shall protect and hold harmless Landlord and shall pay all costs, expenses, and reasonable attorneys' fees which may be incurred by Landlord as a result of such litigation.

b. Tenant agrees to promptly notify Landlord of any claim, action, proceeding, or suit instituted or threatened against Tenant or Landlord.

Section 13. - Destruction of the Property and Risk of Loss. If any improvements on the Demised Premises be demolished or damaged, in whole or in part, by fire or otherwise, and Landlord is so notified, then if requested by Landlord, Tenant shall repair or rebuild such improvements on the Demised Premises to the extent of any insurance proceeds under any policies maintained by Tenant. If Landlord does not request such repair or rebuild, and Tenant chooses not to repair or rebuild, then this Lease shall terminate as of the date of the destruction or damage, at the option of Tenant on notice to Landlord; otherwise, this Lease shall continue without any abatement of Rent.

Regardless of whether this Lease is terminated as a result of such destruction, the parties understand that Landlord shall have no duty whatsoever to make any repairs or rebuild any improvements as a result of any destruction which occurs on the Demised Premises. All risk of loss to the Demised Premises or any personal property located thereon, and the duty to make any repairs to the Demised Premises, unless caused by the willful misconduct of Landlord, shall be assumed solely by Tenant. Tenant shall have the sole and exclusive responsibility for any insurance for Tenant's personal property.

Section 14. - Default of Tenant. Upon (i) the breach of this Lease which is not cured within fifteen (15) days after notice from Landlord to Tenant, (ii) the use of the Demised Premises for any illegal purpose or in violation of the provisions of any federal, state, or local law or regulation, or (iii) Tenant's failure to pay Rent when due, Landlord shall have the right, at Landlord's sole option, to immediately terminate this Lease without further notice to Tenant, and Tenant shall remain liable and responsible for any and all past due Rent under this Lease. The exercise by Landlord of the rights granted pursuant to this Section shall not deprive Landlord of any other remedy against Tenant for possession or for damages. The failure of either party to insist on the strict observance by the other party of any covenant contained in this Lease shall in no way be construed as a waiver of a future breach of the same of other covenants. Landlord reserves all remedies and rights which may be available to it under applicable law.

Section 15. - Condemnation. If the Demised Premises are condemned by public authority by the exercise of eminent domain or otherwise, or if the Demised Premises are sold to or are otherwise acquired by any public authority, thereupon vesting title in such public authority, this Lease shall thereupon immediately terminate, and Landlord shall not be liable for any inconvenience or damage to Tenant. Any and all awards for such condemnation shall be the sole and exclusive property of Landlord. If only a portion of the Demised Premises is condemned by public authority by the exercise of eminent domain or otherwise (or if such portion is sold to or is otherwise acquired by any public authority) and if Tenant does not give a notice of termination to Landlord within thirty (30) days after title to such portion of the Demised Premises vests in such public authority, this Lease shall continue for the balance of the Term without any abatement of Rent and shall apply only to that portion of the Demised Premises remaining after such taking by public authority.

Section 16. - Notice. Any notice required or contemplated to be given to any of the parties by any other party shall be in writing and shall be given by hand delivery, certified or registered United States mail, or a private courier service which provides evidence of receipt as part of its service, to the addresses as first above written. Any party may change the address to which notices hereunder are to be sent to that party by giving written notice of such change in the manner provided herein. A notice given hereunder shall be deemed given on the date of hand delivery, deposit with the United States Postal Service properly addressed and postage prepaid, or delivery to a courier service properly addressed with all charges prepaid, as appropriate.

Section 17. - Successors in Interest. All rights and liabilities set forth in this Lease or otherwise imposed upon any party shall extend to the heirs, executors, administrators, successors, and, so far as same are assignable by the terms of this Lease, to the assigns of such party (whether voluntary by act of the parties or involuntary by operation of law). The parties may amend, modify, and/or supplement this Lease in such manner as may be agreed upon by the parties, provided such amendments, modifications, and/or supplement are reduced to writing and signed by the parties or their successors in interest.

Section 18. - Construction. Feminine or neuter pronouns are to be substituted for those of the masculine form, and the plural is to be substituted for the singular number, in any place or places herein which the context may require such substitution. This Lease shall be construed under the laws of the Commonwealth of Virginia. The parties hereby submit to the exclusive jurisdiction of the state court located in the County of Pittsylvania, Virginia, or the U.S. District Court for the Western District of Virginia (Danville Division), in any action or proceeding arising out of, or related to this Lease, and the parties hereby agree that all claims in respect of any action or proceeding shall be heard or determined only in either of these courts. The parties agree that a final judgment in any action or proceeding shall, to the extent permitted by applicable law, be conclusive and may be enforced in other jurisdictions by suit on the judgment, or in any other manner provided by applicable law related to the enforcement

of judgments. If any ambiguity or question of intent or interpretation arises, this Lease shall be construed as if drafted jointly by the parties and no presumptions or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Lease.

Section 19. - Final Agreement. This Lease represents the final understanding between the parties; no representations shall be binding upon Landlord unless stated in this Lease; no agent of Landlord has authority to change or modify any of the terms hereof except by writing endorsed on or attached to this Lease; Tenant has inspected and examined the Demised Premises and agrees to accept the same; Landlord makes no warranties whatsoever regarding the fitness, operation, and continued usefulness of the Demised Premises for any purpose; and Landlord is under no obligation to make any repairs to the Demised Premises during the Term.

Section 20. - Quiet Enjoyment. Landlord agrees that so long as Tenant is not in default under this Lease, Tenant may quietly hold and enjoy the Demised Premises during the Term.

Section 21. - Headings. The descriptive headings in this Lease are inserted for convenience only and do not constitute a part of this Lease.

Section 22. - Survival. Any termination, cancellation or expiration of this Lease notwithstanding, provisions which are by their terms intended to survive and continue shall so survive and continue, including without limitation.

Section 23. - Due Authorization. Tenant represents, warrants and agrees that the execution and performance of this Lease have been duly approved by all necessary corporate action and are not in violation of any other agreement Tenant has with any third parties; and that this Lease is a valid binding, legal obligation of Tenant, enforceable in accordance with its terms.

Section 24. - Non-waiver. No waiver of any term or condition of this Lease by any party shall be deemed a continuing or further waiver of the same term or condition or a waiver of any other term or condition of this Lease.

Section 25. - Counterparts. This Lease may be executed in one (1) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same lease.

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

Section 27. - Guaranty of Tenant's Performance. Tenant shall cause each of its members, guests, and invitees prior to entry upon the Demised Premises, to execute and to deliver to Landlord a certificate as shown on **Schedule 27**, attached hereto and incorporated herein by this reference, or in any other form reasonably satisfactory to Landlord, in which such member, guest and/or invitee agrees to be bound by all terms of this Lease, as such terms are applicable to Tenant, except for payment of Rent.

[SIGNATURES ON FOLLOWING PAGE]

WITNESS the following signatures to this **HUNTING LEASE RENEWAL AGREEMENT**:

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

By: _____

Title: _____

TENANT: **OAK HILL HUNT CLUB**, an unincorporated association

By: _____

Title: _____

Schedule 8(f)
(Other Obligations of Tenant)

Tenant, at its expense, shall perform or shall cause to be performed the following:

1. Tenant shall post all boundaries of the Demised Premises and shall maintain the same during the Term. The durable signs should include the name and address of Tenant.
2. Tenant agrees to exercise every prudent and reasonable means to monitor and maintain security of the Demised Premises.
3. Tenant shall keep the grass on the Demised Premises mowed to a height of less than four (4) inches.
4. Tenant shall cause each of its members, as a condition to entry and use of the Demised Premises as permitted under the Lease, to have in his/her possession a membership card valid for the current season, listing his/her name and signed in ink by the club president or other officer.

Schedule 27
CERTIFICATE

I, the undersigned, am a member, guest and/or invitee of Oak Hill Hunt Club (the "Club"). I agree to, acknowledge and state the following:

1. The Club has executed that certain Hunting Lease Renewal Agreement dated as of June 14, 2011 (the "Lease"), with Danville- Pittsylvania Regional Industrial Facility Authority, a political subdivision of the Commonwealth of Virginia (the "Landlord"), for the lease of certain real property located in Pittsylvania County, Virginia, containing an aggregate of 560.13 acres, more or less, commonly known as the Hairston Farm (GPIN 1366-16-2959, containing 371.13 acres more or less) and the Shoffner Farm (GPIN 1367-01-8739, containing 189.00 acres, more or less), off State Road 863 (collectively, the "Demised Premises").

2. As a condition to my permitted entry upon and use of the Demised Premises, I agree to execute this Certificate.

3. I hereby consent and approve the terms and conditions of the Lease, and I do hereby guarantee the due and faithful performance of any and all obligations of the Club under and pursuant to the Lease, except for the Club's obligation to pay Rent (as defined in the Lease) under the Lease.

4. I further agree that the validity of the guaranty described in paragraph 3 above and my obligations hereunder shall in no way be terminated, affected or impaired by reason of: (a) the assertion by the Landlord of any rights or remedies which it may have under or with respect to the Lease against any other person or entity obligated under the Lease, (b) the release or exchange of any property or other collateral which may now or hereafter be available to the Landlord as security for the performance of the Club's obligations under the Lease, (c) the Landlord's failure to exercise, or delay in exercising, any such right or remedy which the Landlord may have under the Lease, the guaranty by me as set forth in this Certificate, or any security documents which may now or in the future grant a security interest to the Landlord to secure the Club's performance under the Lease, (d) the commencement of a case under the Bankruptcy Code by or against any person or entity obligated under the Lease, or (e) any payment made under the Lease, whether made by the Club, me, or any other person, which is required to be refunded pursuant to any bankruptcy or insolvency law; it being understood that no payment so refunded shall be considered as a payment of any portion of the obligation of the Club to which it was initially applied, nor shall it have the effect of reducing my liability hereunder.

5. My obligations under the Certificate, and those obligations of any other guarantors who may hereafter guarantee any obligations of the Club under the Lease, are and will be joint and several, and the Landlord may release or settle with any one or more guarantors at any time without affecting the continuing liability of the remaining guarantor(s).

6. Any amendments or other modifications to the Lease may be made by the Landlord and the Club upon such terms and conditions as the Landlord and the Club may see fit, without releasing or limiting any guarantor's obligations hereunder, which amendments or modifications may be made without any notice to or consent from any guarantor and whether or not any guarantor has filed or is in any way involved in any bankruptcy proceeding. Notwithstanding the foregoing, no such amendments or other modifications to the Lease shall cause me to be responsible for the payment of rent under the Lease.

7. I acknowledge that under §49-25 and §49-26 of the Code of Virginia (1950), as amended (the "Virginia Code") that under certain circumstances a surety, guarantor, or endorser may require a creditor to pursue any other persons liable on an indebtedness. I hereby knowingly and voluntarily waive all rights under §49-25 and §49-26 of the Virginia Code and hereby agree that the Landlord and its successors and assigns shall have no obligation to pursue the Club or other persons jointly liable with me and other guarantors on the guaranty set forth in this Certificate.

8. I hereby waive any right to assert lack of privity or the like as a defense to any claim by the Landlord (or its successors in interest) for a breach caused by me under the Lease. I agree that the Landlord shall be a direct

beneficiary of this Certificate and shall have the rights to enforce the provisions of this Certificate and to pursue all legal and equitable remedies against me in the event of a breach of this Certificate by me.

9. Any provision or provisions of this Certificate which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

10. This Certificate shall be binding upon me, my heirs, successors, assigns and legal representatives and shall inure to the benefit of the Landlord, its successors, assigns and legal representatives.

11. Unless otherwise more specifically provided for herein, the provisions of this Certificate shall survive the termination or expiration of my license to use the Demised Premises as a member, guest and/or invitee of the Club.

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

13. I acknowledge that I have had the opportunity to review the Lease to the extent I deemed necessary.

14. Without limiting my guaranty under this Certificate, I agree that I shall store my property in and shall occupy the Demised Premises at my own risk, and I hereby release the Landlord, to the full extent permitted by law, from all claims of every kind resulting in any loss of life, bodily or personal injury, or property damage, regardless of the cause of such loss, injury, or damage.

Signature: _____
Printed Name: _____
Address: _____

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

Corrected
AGENDA
ITEM NUMBER 5.D(A)

Resolution No. 2011-06-13-5D(A)

A RESOLUTION TO APPROVE A ONE-YEAR HUNTING LEASE TO GUILFORD WHITETAIL MANAGEMENT, A NORTH CAROLINA CORPORATION, OF APPROXIMATELY 1,595.07 ACRES AT THE AUTHORITY’S MEGA PARK SITE (GPINS 1366-54-5996, 1367-42-8434, 1377-01-1754 AND A PORTION OF 1356-75-8216), COMMONLY KNOWN AS THE KLUTZ FARM; AND THE LEASE SHALL BE FOR THE USES OF HUNTING, FISHING AND RELATED OUTDOOR RECREATIONAL ACTIVITIES, AT A TOTAL RENTAL FEE OF \$4,500.

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

WHEREAS, Guilford Whitetail Management, a North Carolina corporation (“**GWM**”), desires to enter into a lease from the Authority of that certain real property located in Pittsylvania County, Virginia, containing an aggregate of 1,595.07 acres, more or less, commonly known as the Klutz Farm (GPIN 1366-54-5996, containing 520.00 acres, more or less; GPIN 1367-42-8434, containing 664.72 acres, more or less; GPIN 1377-01-1754, containing 210.35 acres; and a portion of GPIN 1356-75-8216, containing approximately 200 acres located north of Oak Hill Road), off State Road 863 (the “**Property**”), for the use of hunting, fishing and related outdoor recreational activities, at a total rental fee of Four Thousand Five Hundred Dollars (\$4,500); and

WHEREAS, the Authority has determined that it is in the best interests of the Authority and of the citizens of Pittsylvania County and the City of Danville, Virginia, for the Authority to enter into a lease to GWM of the Property, for the use of hunting, fishing and related outdoor recreational activities, at a total rental fee of Four Thousand Five Hundred Dollars (\$4,500); and

WHEREAS, the terms of such proposed lease are set forth in Schedule A, attached hereto and incorporated herein by this reference (the “**Lease**”).

NOW, THEREFORE, BE IT RESOLVED, that

1. The Authority hereby approves the Lease as reviewed at this meeting, together with such amendments, deletions or additions thereto as may be approved by the Chairman or the Vice Chairman of the Authority, and hereby authorizes the Chairman and the Vice Chairman, either of whom may act independently of the other, to execute and deliver the Lease on behalf of the Authority, such execution of the Lease by the Chairman (or Vice Chairman as the case may be) to conclusively establish his approval of any amendments, deletions or additions thereto.

2. The Authority hereby authorizes and directs staff and other agents and representatives working on behalf of the Authority to take such actions and to do all such things as are contemplated by the Lease, or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of these resolutions.

3. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect to the Lease and the matters contemplated therein.

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

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the Directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a meeting duly called and held on June 13, 2011, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority this 13th day of June 2011.

(SEAL)

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

Schedule A

[Form of Lease]

HUNTING LEASE RENEWAL AGREEMENT

THIS HUNTING LEASE RENEWAL AGREEMENT (this "**Lease**") made as of the 17th day of May 2011, by and between **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia ("**Landlord**"), c/o City of Danville Finance Department, 427 Patton Street (24541) P.O. Box 3300, Danville, VA 24543, and **GUILFORD WHITETAIL MANAGEMENT**, a North Carolina corporation ("**Tenant**"), 4306 Matthews Lane, Greensboro, NC 27405.

WITNESSETH:

That for and in consideration of the mutual promises and covenants contained in this Lease, the parties agree as follows:

Section 1. - Property Description. Landlord hereby leases to Tenant and Tenant rents from Landlord, all that certain real property located in Pittsylvania County, Virginia, containing an aggregate of 1,595.07 acres, more or less, commonly known as the Kluttz Farm (GPIN 1366-54-5996, containing 520.00 acres, more or less; GPIN 1367-42-8434, containing 664.72 acres, more or less; GPIN 1377-01-1754, containing 210.35 acres; and a portion of GPIN 1356-75-8216, containing approximately 200 acres located north of Oak Hill Road), off State Road 863 (the "**Demised Premises**"), under the terms and conditions herein.

Section 2. - Term. This Lease shall be for a term of one (1) year beginning May 17, 2011, and ending May 16, 2012 (the "**Term**"). This Lease may be terminated by either party at any time during the Term, without cause, upon such party providing the other party written notice of its intent to terminate the Lease thirty (30) days in advance of such termination, at which time the Rent (as hereafter defined) shall be prorated.

Section 3. - Rental Payments. Tenant agrees to pay to Landlord as rent ("**Rent**") for the Term the amount of Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00), payable in advance. The payment of Rent pursuant to this Lease shall be delivered to Landlord at its address listed above.

Section 4. - Assignment. Tenant shall not be permitted to assign this Lease or sublet the Demised Premises, or any part thereof, for any reason whatsoever, without Landlord's written consent, which consent may be withheld by Landlord, in Landlord's absolute and sole discretion. Any attempted assignment or sublease, without Landlord's written consent, shall be null, void, and of no effect and shall constitute a material breach by Tenant of this Lease.

Section 5. - Insurance: Personal Property. It shall be the sole responsibility of Tenant to protect and, if Tenant desires, to insure Tenant's personal property or any other property of Tenant located on or upon the Demised Premises. The parties understand and agree that Tenant shall maintain, during the Term, commercial general liability insurance on the Demised Premises with a minimum limit of \$1,000,000, naming Landlord as an additional insured, and that Tenant will provide Landlord with evidence of such insurance as requested by Landlord. Landlord shall have no liability whatsoever during the Term for any damage to any property of Tenant, or any property of any other person which may be located on the Demised Premises, or for any bodily injury or other damage to any person occurring on or from the Demised Premises, regardless of the cause thereof. To the extent permitted by law, Tenant hereby waives and releases any and all claims it may now or hereafter have against Landlord with respect to any damage to person or property of Tenant, its directors, officers, members, agents, employees, invitees, or licensees, which may occur on or relating to the Demised Premises, at any time during the Term, regardless of the cause of such damage or injury. Tenant's obligations under this Section will specifically, and without limitation, survive the expiration or other termination of this Lease.

Section 6. - Use of Demised Premises by Tenant. Tenant shall have the right to use the Demised Premises during the Term for hunting, fishing, and related outdoor recreational activities and for no other use without the prior written approval of Landlord, which approval may be withheld in the sole discretion of Landlord; provided, however, that Tenant shall at all times have and maintain any required permits or governmental approvals necessary for the conduct of such activities; and provided, further, that Tenant shall at all times comply with all applicable laws and regulations concerning Tenant's use and occupancy of the Demised Premises during the Term. Tenant

understands and agrees that the Demised Premises shall not be used, at any time, for any purpose or in any manner which constitutes a violation of any federal, state or local law or regulation, and Tenant covenants and agrees to indemnify and save and hold harmless Landlord from any and all liability whatsoever arising out of any use of the Demised Premises for any purpose by Tenant, its directors, officers, members, agents, contractors, invitees, and licensees. Tenant's obligations under this Section will specifically, and without limitation, survive the expiration or other termination of this Lease.

Section 7. - No Alcoholic Beverages. Tenant shall not permit the consumption of alcoholic beverages on the Demised Premises.

Section 8. - Other Obligations of Tenant. Tenant, at its expense, shall perform all of the following:

- a. Post all property boundaries of the Demised Premises;
- b. Cable and lock all roadways in the Demised Premises;
- c. Plant food plots for all wildlife and not interfere with farming;
- d. Comply with all applicable laws and regulations applicable to hunting and the use of firearms reasonable and incidental to hunting;
- e. Take all reasonable precautions against fire and littering; and

Perform those obligations set forth in **Schedule 8(f)**, attached hereto and incorporated herein by this reference.

Section 9. - Environmental.

a. For the purposes hereof, "**Environmental Law**" shall mean any and all federal, state or local laws, statutes, ordinances, regulations, orders or decrees for the protection of human health, the environment or public safety, now in existence or hereinafter promulgated. "**Hazardous Materials**" shall mean polychlorinated biphenyls, petroleum, flammable explosives, radioactive materials, asbestos and any hazardous, toxic or dangerous waste, substance or material defined as "Regulated Substances", "Toxic Substances", "Hazardous Chemicals", "Hazardous Materials", "Hazardous Substances", or similar terms, in any Environmental Law or listed as such by the Environmental Protection Agency.

b. Tenant shall not cause or shall not permit the storage, use, generation, release, or disposition of any Hazardous Materials in, on, or about the Demised Premises, or any other portion of the Property, by Tenant, its directors, officers, members, agents, employees, invitees, and licensees present on the Demised Premises during the Term. Tenant shall not permit the Demised Premises to be used or operated in a manner that may cause any portion of the Demised Premises to be contaminated by any Hazardous Materials in violation of any Environmental Laws.

c. Tenant will be solely responsible for and will defend, indemnify and hold harmless Landlord, its directors, officers, members, agents, and employees from and against all claims, costs, expenses, damages, and liabilities, including attorneys' fees and costs, arising out of or in connection with Tenant's breach of Tenant's obligations in this Section. In the event of a breach by Tenant of Tenant's obligations under this Section, Tenant will be solely responsible for and will defend, indemnify, and hold harmless Landlord, its directors, officers, members, agents, and employees from and against any and all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with the removal, cleanup, and restoration work and materials necessary to remediate any such breach in a manner which properly removes all Hazardous Materials from the Demised Premises placed on the Demised Premises in violation of Tenant's obligations hereunder. Tenant's obligations under this Section will specifically, and without limitation, survive the expiration or other termination of this Lease.

Section 10. - Attorney's Fees. In the event that Tenant defaults in the performance of any of the terms or obligations imposed upon Tenant by this Lease or the transactions contemplated hereby, Landlord may institute legal proceedings to enforce the provisions of this Lease. In such instance, in addition to any other remedy, Tenant shall be responsible for the reasonable attorneys' fees incurred by Landlord in pursuing such action. Landlord retains all rights at law and in equity to enforce the provisions of this Lease in accordance with applicable law.

Section 11. - Condition of the Demised Premises. The parties understand and agree that Landlord makes no representations or warranties whatsoever to Tenant concerning the condition or fitness for any purpose of the Demised Premises or any improvements located thereon, and Tenant accepts the Demised Premises in their current condition, "**AS IS**" and "**WITH ALL FAULTS**".

Section 12. - Waiver of Liability.

a. Tenant shall indemnify and save harmless Landlord from and against any and all suits, actions, damages, claims, judgments, costs, liabilities, and expenses in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence (a) in, upon, or from the Demised Premises or any improvements thereon, regardless of the person or entity alleged to be responsible for such damage or injury; (b) the occupancy or use by Tenant of the Demised Premises occasioned in whole or in part by any act or omission by Tenant, Tenant's directors, officers, agents, contractors, employees, servants, invitees, licensees, or permitted subtenants; or (c) any action, activity, occupancy, or use by Tenant of any portion of the Demised Premises occasioned in whole or in part by any act or omission by Tenant, Tenant's directors, officers, agents, contractors, employees, servants, invitees, or licensees. Tenant's obligations under this Section will specifically, and without limitation, survive the expiration or other termination of this Lease.

b. Tenant shall store Tenant's property in and shall occupy the Demised Premises at Tenant's own risk, and Tenant hereby releases Landlord, to the full extent permitted by law, from all claims of every kind resulting in any loss of life, bodily or personal injury, or property damage, regardless of the cause of such loss, injury, or damage. Landlord shall not be responsible or liable, at any time, for any loss or damage to Tenant's equipment, fixtures, or other personal property or to Tenant's business, and Landlord shall not be responsible or liable to Tenant, or to those claiming by, through, or under Tenant, for any loss or damage to either the person or property of Tenant, Tenant's agents, contractors, or employees that may be occasioned by or through the acts or omissions of any other persons occupying any portion of the Demised Premises; and Landlord shall not be responsible or liable for any defect, latent or otherwise, in any building or any of the equipment, machinery, utilities, appliances, or apparatus therein, nor shall Landlord be responsible or liable for any injury, loss, or damage to any person or to any property of Tenant, or any other person, caused by or resulting from bursting, breaking, or leakage, steam, snow or ice running, backing up, seepage, or the overflow of water or sewage, in any part of the Demised Premises, or for any injury or damage caused by or resulting from acts of God or the elements, or for any defect in the construction, condition, or use of any portion of the Demised Premises, or for any machinery, equipment, or apparatus located therein. Tenant agrees to give prompt notice to Landlord in case of any fire or acts of God on the Demised Premises, or any claims by third parties concerning defects in the Demised Premises, or any fixtures or equipment located thereon. If Landlord is made a party to any litigation alleging liability of Landlord for any matters contained in this Section, Tenant shall protect and hold harmless Landlord and shall pay all costs, expenses, and reasonable attorneys' fees which may be incurred by Landlord as a result of such litigation.

b. Tenant agrees to promptly notify Landlord of any claim, action, proceeding, or suit instituted or threatened against Tenant or Landlord.

Section 13. - Destruction of the Property and Risk of Loss. If any improvements on the Demised Premises be demolished or damaged, in whole or in part, by fire or otherwise, and Landlord is so notified, then if requested by Landlord, Tenant shall repair or rebuild such improvements on the Demised Premises to the extent of any insurance proceeds under any policies maintained by Tenant. If Landlord does not request such repair or rebuild, and Tenant chooses not to repair or rebuild, then this Lease shall terminate as of the date of the destruction or damage, at the option of Tenant on notice to Landlord; otherwise, this Lease shall continue without any abatement of Rent.

Regardless of whether this Lease is terminated as a result of such destruction, the parties understand that Landlord shall have no duty whatsoever to make any repairs or rebuild any improvements as a result of any destruction which occurs on the Demised Premises. All risk of loss to the Demised Premises or any personal property located thereon, and the duty to make any repairs to the Demised Premises, unless caused by the willful misconduct of Landlord, shall be assumed solely by Tenant. Tenant shall have the sole and exclusive responsibility for any insurance for Tenant's personal property.

Section 14. - Default of Tenant. Upon (i) the breach of this Lease which is not cured within fifteen (15) days after notice from Landlord to Tenant, (ii) the use of the Demised Premises for any illegal purpose or in violation of the provisions of any federal, state, or local law or regulation, or (iii) Tenant's failure to pay Rent when due, Landlord shall have the right, at Landlord's sole option, to immediately terminate this Lease without further notice to Tenant, and Tenant shall remain liable and responsible for any and all past due Rent under this Lease. The exercise by Landlord of the rights granted pursuant to this Section shall not deprive Landlord of any other remedy against Tenant for possession or for damages. The failure of either party to insist on the strict observance by the other party of any covenant contained in this Lease shall in no way be construed as a waiver of a future breach of the same of other covenants. Landlord reserves all remedies and rights which may be available to it under applicable law.

Section 15. - Condemnation. If the Demised Premises are condemned by public authority by the exercise of eminent domain or otherwise, or if the Demised Premises are sold to or are otherwise acquired by any public authority, thereupon vesting title in such public authority, this Lease shall thereupon immediately terminate, and Landlord shall not be liable for any inconvenience or damage to Tenant. Any and all awards for such condemnation shall be the sole and exclusive property of Landlord. If only a portion of the Demised Premises is condemned by public authority by the exercise of eminent domain or otherwise (or if such portion is sold to or is otherwise acquired by any public authority) and if Tenant does not give a notice of termination to Landlord within thirty (30) days after title to such portion of the Demised Premises vests in such public authority, this Lease shall continue for the balance of the Term without any abatement of Rent and shall apply only to that portion of the Demised Premises remaining after such taking by public authority.

Section 16. - Notice. Any notice required or contemplated to be given to any of the parties by any other party shall be in writing and shall be given by hand delivery, certified or registered United States mail, or a private courier service which provides evidence of receipt as part of its service, to the addresses as first above written. Any party may change the address to which notices hereunder are to be sent to that party by giving written notice of such change in the manner provided herein. A notice given hereunder shall be deemed given on the date of hand delivery, deposit with the United States Postal Service properly addressed and postage prepaid, or delivery to a courier service properly addressed with all charges prepaid, as appropriate.

Section 17. - Successors in Interest. All rights and liabilities set forth in this Lease or otherwise imposed upon any party shall extend to the heirs, executors, administrators, successors, and, so far as same are assignable by the terms of this Lease, to the assigns of such party (whether voluntary by act of the parties or involuntary by operation of law). The parties may amend, modify, and/or supplement this Lease in such manner as may be agreed upon by the parties, provided such amendments, modifications, and/or supplement are reduced to writing and signed by the parties or their successors in interest.

Section 18. - Construction. Feminine or neuter pronouns are to be substituted for those of the masculine form, and the plural is to be substituted for the singular number, in any place or places herein which the context may require such substitution. This Lease shall be construed under the laws of the Commonwealth of Virginia. The parties hereby submit to the exclusive jurisdiction of the state court located in the County of Pittsylvania, Virginia, or the U.S. District Court for the Western District of Virginia (Danville Division), in any action or proceeding arising out of, or related to this Lease, and the parties hereby agree that all claims in respect of any action or proceeding shall be heard or determined only in either of these courts. The parties agree that a final judgment in any action or proceeding shall, to the extent permitted by applicable law, be conclusive and may be enforced in other jurisdictions by suit on the judgment, or in any other manner provided by applicable law related to the enforcement

of judgments. If any ambiguity or question of intent or interpretation arises, this Lease shall be construed as if drafted jointly by the parties and no presumptions or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Lease.

Section 19. - Final Agreement. This Lease represents the final understanding between the parties; no representations shall be binding upon Landlord unless stated in this Lease; no agent of Landlord has authority to change or modify any of the terms hereof except by writing endorsed on or attached to this Lease; Tenant has inspected and examined the Demised Premises and agrees to accept the same; Landlord makes no warranties whatsoever regarding the fitness, operation, and continued usefulness of the Demised Premises for any purpose; and Landlord is under no obligation to make any repairs to the Demised Premises during the Term.

Section 20. - Quiet Enjoyment. Landlord agrees that so long as Tenant is not in default under this Lease, Tenant may quietly hold and enjoy the Demised Premises during the Term.

Section 21. - Headings. The descriptive headings in this Lease are inserted for convenience only and do not constitute a part of this Lease.

Section 22. - Survival. Any termination, cancellation or expiration of this Lease notwithstanding, provisions which are by their terms intended to survive and continue shall so survive and continue, including without limitation.

Section 23. - Due Authorization. Tenant represents, warrants and agrees that the execution and performance of this Lease have been duly approved by all necessary corporate action and are not in violation of any other agreement Tenant has with any third parties; and that this Lease is a valid binding, legal obligation of Tenant, enforceable in accordance with its terms.

Section 24. - Non-waiver. No waiver of any term or condition of this Lease by any party shall be deemed a continuing or further waiver of the same term or condition or a waiver of any other term or condition of this Lease.

Section 25. - Counterparts. This Lease may be executed in one (1) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same lease.

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

Section 27. - Guaranty of Tenant's Performance. Tenant shall cause each of its members, guests, and invitees prior to entry upon the Demised Premises, to execute and to deliver to Landlord a certificate as shown on **Schedule 27**, attached hereto and incorporated herein by this reference, or in any other form reasonably satisfactory to Landlord, in which such member, guest and/or invitee agrees to be bound by all terms of this Lease, as such terms are applicable to Tenant, except for payment of Rent.

[SIGNATURES ON FOLLOWING PAGE]

WITNESS the following signatures to this **HUNTING LEASE RENEWAL AGREEMENT**:

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

By: _____

Title: _____

TENANT: **GUILFORD WHITETAIL MANAGEMENT**, a North Carolina corporation

By: _____

Title: _____

Schedule 8(f)
(Other Obligations of Tenant)

Tenant, at its expense, shall perform or shall cause to be performed the following:

Tenant shall post all boundaries of the Demised Premises and shall maintain the same during the Term. The durable signs should include the name and address of Tenant.

Tenant agrees to exercise every prudent and reasonable means to monitor and maintain security of the Demised Premises.

Tenant shall keep the grass on the Demised Premises mowed to a height of less than four (4) inches.

Tenant shall cause each of its members, as a condition to entry and use of the Demised Premises as permitted under the Lease, to have in his/her possession a membership card valid for the current season, listing his/her name and signed in ink by the club president or other officer.

Schedule 27
CERTIFICATE

I, the undersigned, am a member, guest and/or invitee of **GUILFORD WHITETAIL MANAGEMENT**, a North Carolina corporation (the "Club"). I agree to, acknowledge and state the following:

1. The Club has executed that certain Hunting Lease Renewal Agreement dated as of May 17, 2011 (the "Lease"), with Danville-Pittsylvania Regional Industrial Facility Authority, a political subdivision of the Commonwealth of Virginia (the "Landlord"), for the lease of certain real property located in Pittsylvania County, Virginia, containing an aggregate of 1,073.94 acres, more or less, commonly known as the Klutz Farm (GPIN 1366-54-5996, containing 563.92 acres, more or less; GPIN 1367-42-8434, containing 133.81 acres, more or less; GPIN 1377-01-1754, containing 176.21 acres; and a portion of GPIN 1356-75-8216, containing approximately 200 acres located north of Oak Hill Road), off State Road 863 (collectively, the "Demised Premises").
2. As a condition to my permitted entry upon and use of the Demised Premises, I agree to execute this Certificate.
3. I hereby consent and approve the terms and conditions of the Lease, and I do hereby guarantee the due and faithful performance of any and all obligations of the Club under and pursuant to the Lease, except for the Club's obligation to pay Rent (as defined in the Lease) under the Lease.
4. I further agree that the validity of the guaranty described in paragraph 3 above and my obligations hereunder shall in no way be terminated, affected or impaired by reason of: (a) the assertion by the Landlord of any rights or remedies which it may have under or with respect to the Lease against any other person or entity obligated under the Lease, (b) the release or exchange of any property or other collateral which may now or hereafter be available to the Landlord as security for the performance of the Club's obligations under the Lease, (c) the Landlord's failure to exercise, or delay in exercising, any such right or remedy which the Landlord may have under the Lease, the guaranty by me as set forth in this Certificate, or any security documents which may now or in the future grant a security interest to the Landlord to secure the Club's performance under the Lease, (d) the commencement of a case under the Bankruptcy Code by or against any person or entity obligated under the Lease, or (e) any payment made under the Lease, whether made by the Club, me, or any other person, which is required to be refunded pursuant to any bankruptcy or insolvency law; it being understood that no payment so refunded shall be considered as a payment of any portion of the obligation of the Club to which it was initially applied, nor shall it have the effect of reducing my liability hereunder.
5. My obligations under the Certificate, and those obligations of any other guarantors who may hereafter guarantee any obligations of the Club under the Lease, are and will be joint and several, and the Landlord may release or settle with any one or more guarantors at any time without affecting the continuing liability of the remaining guarantor(s).
6. Any amendments or other modifications to the Lease may be made by the Landlord and the Club upon such terms and conditions as the Landlord and the Club may see fit, without releasing or limiting any guarantor's obligations hereunder, which amendments or modifications may be made without any notice to or consent from any guarantor and whether or not any guarantor has filed or is in any way involved in any bankruptcy proceeding. Notwithstanding the foregoing, no such amendments or other modifications to the Lease shall cause me to be responsible for the payment of rent under the Lease.
7. I acknowledge that under §49-25 and §49-26 of the Code of Virginia (1950), as amended (the "Virginia Code") that under certain circumstances a surety, guarantor, or endorser may require a creditor to pursue any other persons liable on an indebtedness. I hereby knowingly and voluntarily waive all rights under §49-25 and §49-26 of the Virginia Code and hereby agree that the Landlord and its successors and assigns shall have no obligation to pursue the Club or other persons jointly liable with me and other guarantors on the guaranty set forth in this Certificate.
8. I hereby waive any right to assert lack of privity or the like as a defense to any claim by the Landlord (or its successors in interest) for a breach caused by me under the Lease. I agree that the Landlord shall be a direct

beneficiary of this Certificate and shall have the rights to enforce the provisions of this Certificate and to pursue all legal and equitable remedies against me in the event of a breach of this Certificate by me.

9. Any provision or provisions of this Certificate which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

10. This Certificate shall be binding upon me, my heirs, successors, assigns and legal representatives and shall inure to the benefit of the Landlord, its successors, assigns and legal representatives.

11. Unless otherwise more specifically provided for herein, the provisions of this Certificate shall survive the termination or expiration of my license to use the Demised Premises as a member, guest and/or invitee of the Club.

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

13. I acknowledge that I have had the opportunity to review the Lease to the extent I deemed necessary.

14. Without limiting my guaranty under this Certificate, I agree that I shall store my property in and shall occupy the Demised Premises at my own risk, and I hereby release the Landlord, to the full extent permitted by law, from all claims of every kind resulting in any loss of life, bodily or personal injury, or property damage, regardless of the cause of such loss, injury, or damage.

Signature: _____
Printed Name: _____
Address: _____

