INDUSTRIAL DEVELOPMENT AUTHORITY REGULAR MEETING AGENDA

4^{TH} FLOOR CONFERENCE ROOM

May 9, 2023

10:30 AM

A. CALL TO ORDER

B. ROLL CALL

C. MEETING MINUTES

1. Tuesday, April 11, 2023 Meeting Minutes

D. FINANCIAL REPORT

1. Statement of Accounts as of April 30, 2023

E. STAFF UPDATES

1. 1. Corrie Bobe, Economic Development Director - Updates
   2. Kelvin Perry, Economic Development Deputy Director - Updates
   Council Letter Number .

F. RESOLUTIONS

1. Resolution ratifying prior action taken by the Chairman, T. Neal Morris, for executing an Authorization of Early Access Agreement between the IDA and the City of Danville.

2. Lease between the Industrial Development Authority of Danville, Virginia and the City of Danville, Virginia for 527 Bridge Street, Suite 310 and Suite 200.

3. Commitment letter between the Industrial Development Authority and First National Bank

4. Agreement to Purchase between the industrial Development Authority and Cedarbrook Partners LLC

G. CLOSED MEETING

As Permitted by Subsection (A)(3) of Section 2.2-3711 of the Code of Virginia, 1950, as amended for discussion or consideration of the acquisition of real property or of the disposition of publicly held real property; and

As Permitted by Subsection (A)(5) of Section 2.2-3711 of the Code of Virginia, 1950, as amended for discussion concerning a prospective business or industry related to economic development.

As Permitted by Subsection (A)(7) of Section 2.2-3711 of the Code of Virginia, 1950, as amended for consultation with legal counsel concerning actual litigation and briefings by staff regarding specific legal matters requiring legal advice.

A. Motion to Convene in Closed Meeting
B. Motion to Reconvene in Open Meeting
C. Motion to Certify Closed Meeting

H. CONSIDER AND TAKE ACTION UPON ANY AND ALL BUSINESS THAT MAY BE LAWFULLY ENACTED

I. ADJOURN

MINUTES OF MEETING
TUESDAY, APRIL 11, 2023

Pursuant to a Written Notice, a copy of which is attached hereto, a Regular Meeting of the Board of Directors of the Industrial Development Authority of Danville, Virginia (IDA) was held in the Fourth Floor Conference Room of the Municipal Building on Tuesday, April 11, 2023,at 10:30 a.m.

THE FOLLOWING MEMBERS WERE PRESENT AND ABSENT:

PRESENT:	T. Neal Morris, Chairman Russell Reynolds, Vice Chairman John Laramore, Secretary/Treasurer Kristen Barker ****Arrived after the Minutes had been approved.** Dave Cumbo Philip Hall Robert Woodall
ABSENT:	None
ALSO PRESENT:	Alan Spencer, Deputy City Manager City Attorney Kimberly L. Gibson, Legal Assistant/Paralegal Michael Adkins, Financial Director Corrie Bobe, Economic Development Director **BY ZOOM** Kelvin Perry, Economic Development Renee Burton, Community Development Planning Division

T. Neal Morris, Chairman, called the meeting to order at 10:30 a.m.

ROLL CALL

MINUTES

Copies of the minutes of the April 11, 2023, Regular Meeting were distributed to the members with their IDA Agenda Packets. Mr. Hall made a verbal motion to approve the minutes as presented. The motion was seconded by Mr. Laramore and carried with the members present voting as follows:

Mr. MORRIS	- AYE
MR. REYNOLDS	- AYE
MR. LARAMORE	- AYE
MRS. BARKER	- ABSENT
MR. CUMBO	- AYE
MR. HALL	- AYE
MR. WOODALL	- AYE

FINANCES

Copies of the current financial statements of the IDA entitled "Statement of Accounts as of March 31, 2023", were distributed with their IDA Agenda Packet. Michael Adkins, the Finance Director, explained the packet in detail to the members. Mr. Laramore made a verbal motion to approve the financial statements as presented. The motion was seconded by Mr. Reynolds and carried with the members present voting as follows:

MR. MORRIS	- AYE
MR. REYNOLDS	- AYE
MR. LARAMORE	- AYE
MRS. BARKER	- AYE
MR. CUMBO	- AYE
MR, HALL	- AYE
MR. WOODALL	- AYE

UPDATES FROM STAFF

Kelvin Perry advised the IDA Members that the demolition of the building located at 231 Main Street, Parcel ID# 20003, the former site of Lou's Antiques, would begin at the end of the month of April.

Mr. Woodall asked if the after the demolition of 231Main Street has been completed, would there be any consideration of using the lot as parking for the growing downtown area. He was advised there were several possible uses for the space being considered at this time.

Kelvin Perry also advised that the police department would like to use the old Glenwood School for training purposes and ask for a consensus vote of the IDA, which was asked for by the IDA Chairman, T. Neal Morris, and passed with all members present agreeing to allow the building to be used for Police Training.

RESOLUTIONS

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING THE CITY OF DANVILLE TO PERFORM INTERIOR DEMOLITION AND CLEAN UP AT 406 JEFFERSON STREET.

MOTION MADE BY: MRS. BARKER; SECONDED BY MR. CUMBO

MR. MORRIS	- AYE
MR. REYNOLDS	- AYE
MR. LARAMORE	- AYE
MRS. BARKER	- AYE
MR. CUMBO	- AYE
MR. HALL	- AYE
MR. WOODALL	- AYE

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING THE CITY OF DANVILLE TO PERFORM INTERIOR DEMOLITION, RECONSTRUCTION, AND FAÇADE STABILIZATION AT 400 JEFFERSON STREET.

MOTION MADE BY: MR. REYNOLDS; SECONDED BY: MR. CUMBO

MR. MORRIS	- AYE
MR. REYNOLDS	- AYE
MR. LARAMORE	- AYE
MRS. BARKER	- AYE
MR. CUMBO	- AYE
MR. HALL	- AYE
MR. WOODALL	- AYE

A RESOLUTION APPROVING AND AUTHORIZING THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA TO EXECUTE THE COMMITMENT LETTER WITH THE VIRGINIA SMALL BUSINESS FINANCING AUTHORITY IN AN AMOUNT NOT TO EXCEED $984,000 FOR THE FINANCING OF COMMERCIAL BUSINESS EQUIPMENT.

MOTION MADE BY: MR. CUMBO; SECONDED BY: MR. REYNOLDS

MR. MORRIS	- AYE
MR. REYNOLDS	- AYE
MR. LARAMORE	- AYE
MRS. BARKER	- AYE
MR. CUMBO	- AYE
MR. HALL	- AYE
MR. WOODALL	- AYE

ADJOURN

Motion made by Mr. Woodall to adjourn , seconded by Mr. Hall, consensus vote of all present AYE.

____

JOHN LARAMORE
SECRETARY

____

By:________________________
Title:_______________________

Industrial Development Authority
Statement of Accounts
As of April 30, 2023

Regular Checking		$ 409,855.11
USDA Loan Account		$ 57,079.73
Community Capital Bank (500 CC)		$ 22,862.88
City Funded Loan Account		$ 760,302.57
North Union Properties/Master Tenant		$ 32,241.37
Reserve Account		$ 5,020,295.28
Reserve Account Details		
Hold for FY23 Debt Svc	*541,716.76*	
Hold for Pedestrian Bridge	*55,640.00*	
Hold for Shell Building	*510,552.81*	
Hold for Enterprise Zone	*430,905.00*	
Hold for Dan River Falls	*1,113,943.13*	
Hold for FY22 Edev Incentives	*1,962,612.00*	
Hold for FY23 Edev Incentives	*367,925.58*	
Hold for 217 N Union	*37,000.00*	
Available	-	
	5,020,295.28	

City Funded Loans:

Beginning Balance April 1, 2023	$ 760,271.33
The Bee - Monthly Payment - Received May 2	-
Interest /Bank Fees	31.24
Ending Balance April 30, 2023	$ 760,302.57

Industrial Development Authority
Statement of Account - Regular Checking

For the month ended April 30, 2023

Beginning Balance at April 1, 2023		$ 717,230.01
RECEIPTS:		
Rent:		37,170.28
Utility/Insurance Reimbursement:		
DR Foundation	1,748.96	
Averett	6,783.96	8,532.92
Transfer In from Reserve Acct/City		86,962.79
Interest Income/Wire Fees		(4.18)
DISBURSEMENTS:		
AMNB Loan - Lockett Drive	(10,197.02)	
AMNB - 500 Stinson Drive #1	(4,887.77)	
AMNB - 500 Stinson Drive #2	(5,717.03)	
AMNB - 512 Bridge Street	(16,467.81)	
AMNB Loan - Old Belt One	(5,872.86)	
AMNB - 1350 Barker Road	(7,306.55)	
VSBFA - 500 Cane Creek	(2,993.17)	
Movement Bank - Monument	(2,651.24)	
US Bank Bond Debt Service	(13,666.67)	
Blair Construction - Shell Bldg	(85,148.12)	
Cherry Bekaert - CDE	(28,247.50)	
Architectural Partners - W Mill	(2,704.28)	
Brown Edwards - FY22 Audit	(9,415.00)	
Lucks Lawncare - Ecomnets Bldg	(1,605.00)	
Guynn Waddell - CDE	(690.00)	
Clay's Home Improve - 401 Main	(18,300.00)	
WRT - Schoolfield	(24,763.82)	
Christian & Barton - DR Falls	(5,074.50)	
Whitman Engineer - Shell Bldg	(1,814.67)	
Utility Bills/Elevator Maint	(13,239.35)	
Insurance	(9,274.35)	(270,036.71)
PASS THROUGHS:		
From City for Incentives		
River Dist Association		(125,000.00)
Ma's Cakes		(20,000.00)
Chamber Bus. Launch		(25,000.00)
Ending Balance at April 30, 2023		**$ 409,855.11**

125 N Union	250.00	
Averett	-	Pd 3/28
Barry Smith	-	Pd 3/30
Belk	-	Pd 3/31
City - Gang Prev.	1,500.00	
DR Foundation	5,610.00	
Earnhardt Plumbing	-	Pd 3/28
GSO	-	Pd 5/1
Launch Place	3,000.00	
Link's Café	3,000.00	
Lizzy Lou	800.00	
Morrisette Paper	5,750.00	
Overfinch	12,587.80	
River District Assoc	60.00	
Riverside Running	2,812.48	
Robert Stephens	-	
Site Collaborative	800.00	
Sth VA Legal	-	Pd 5/1
Vintages	1,000.00	
Walraven	-	Pd 3/31
	37,170.28	

Industrial Development Authority
Statement of Account
USDA Loan Funds

For the month ended April 30, 2023

Beginning Balance at April 1, 2023				$ 57,077.38
RECEIPTS:				
		Dry Fork Fruit Dist.	-	
	Received March 30	Donnachaidh	-	
		River City Escapes	-	
		Interest	2.35	
				2.35
DISBURSEMENTS:			-	
				-
Ending Balance at April 30, 2023				**$ 57,079.73**

Reconciliation to original USDA grant of $99,000

ORIGINAL USDA FUNDS			$ 99,000.00
LESS OUTSTANDING LOANS:			
	River City Escapes	12,043.59	
	Donnachaidh	19,080.57	
	Dry Fork Fruit Dist.	11,025.02	(42,149.18)
INTEREST EARNED			19,636.61
DEFAULTED LOANS			(19,457.70)
PENALTIES EARNED			50.00
BALANCE IN ACCOUNT			**$ 57,079.73**

Industrial Development Authority of Danville
A/R Aging Summary
As of April 30, 2023

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
127 North Union	0.00	315.00	315.00	315.00	4,410.00	5,355.00
A La Carte	0.00	0.00	0.00	0.00	533.00	533.00
Averett University	0.00	5,246.86	0.00	0.00	0.00	5,246.86
GSO Aviation	0.00	2,950.00	0.00	0.00	0.00	2,950.00
J&W Associated LLC dba Links Cafe	0.00	3,000.00	3,000.00	300.00	0.00	6,300.00
Lou's Antiques Co	0.00	0.00	0.00	0.00	26,000.00	26,000.00
Robert Stephens	0.00	250.00	250.00	100.00	0.00	600.00
Site Collaborative, LLC	0.00	800.00	0.00	0.00	0.00	800.00
Unison Tube, LLC	0.00	0.00	0.00	0.00	69,032.50	69,032.50
TOTAL	**0.00**	**12,561.86**	**3,565.00**	**715.00**	**99,975.50**	**116,817.36**

Industrial Development Authority

STAFF REPORT

DATE: May 9, 2023

TO: Industrial Development Authority

FROM:

RE: Resolution ratifying prior action taken by the Chairman, T. Neal Morris, for executing an Authorization of Early Access Agreement between the IDA and the City of Danville.

ATTACHMENTS

1. PDF Attachment for the Authorization of Early Access Agreement signed by T. Neal Morris - Chairman
2. 2023-05-11 IDA Resolution Ratifying Execution of the document intitled Authorization of Early Access - IT

AUTHORIZATION OF EARLY ACCESS

WHEREAS, the City of Danville (City) is in good faith negotiating a Lease Agreement with the Industrial Development Authority of the City of Danville, Virginia ("IDA") to lease a certain parcel of commercial property known Suite 310 (approximately 11,829 sq. ft.) of the building located at 527 Bridge Street and bearing tax Parcel ID Number 26821; and

WHEREAS, under the negotiated terms of the anticipated lease City will perform certain "Build-out" improvements as outlined on the attached Exhibit "A"; and

WHEREAS, it is necessary for the "Build-out" work to begin as soon as possible in order for City to be prepared for its move in June 2023.

NOW THEREFORE, in an effort to accommodate the needs set forth above the parties of this agree as follows:

1. IDA agrees that the City shall have immediate access to the property for the sole purpose of completing its "Build-out" in accordance with Exhibit "A" pending execution of the proposed lease agreement.

2. City agrees that all renovations outlined in Exhibit "A" shall be done and completed in a professional and workmanlike manner.

3. City, to the extent allowable under Virginia law, agrees to save and hold harmless the IDA from any and all mechanics liens, claims or liabilities arising and resulting from its early access to the Property including "the "Build-out" of the property.

4. City agrees to maintain a policy, or policies, of comprehensive general liability insurance with respect to the activities in the Building with the premiums thereon fully paid on or before entry, issued by and binding upon an insurance company approved by the IDA, such insurance to afford minimum protection of not less than $1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. The IDA shall be listed as an additional insured on City's policy or policies and City shall provide IDA with a current Certificates of Insurance evidencing City's compliance with this Paragraph.

5. This Agreement and the performance thereof shall be governed by and enforced under the laws of the Commonwealth of Virginia, and if legal action by either party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, then exclusive venue therefore shall lie in the City of Danville, Virginia.

Witness the following signatures and seals made this 1st day of May 2023.

City of Danville, Virginia

BY: ______________________ (Seal)

Title:

Industrial Development Authority of Danville, Virginia

BY: ______________________

Chairman

Exhibit "A"

IT is requesting access to 527 Bridge Street, Suite 310 and 210 effective May 1st, 2023 for the purpose of staging and preparing this space for the permanent move for the Department of Information Technology after June 1, 2023. IT will be accessing this space to install cables, switches, and hardware. Additionally, IT will be meeting with contractors for the initial prep work to include painting, cleaning, and repairing areas.

RiverStreet Networks will be installing network drops and laying cable. Public Works staff and contractors will be inspecting the generator, HVAC units, sprinkler systems, the UPS, and other mechanical units.

The city's furniture representatives will be on site to quote new equipment needed for the area. All the technology equipment left by Noblis needs to be inspected and inventoried during this time to prepare for this operational move.

PRESENTED: May 9, 2023

ADOPTED: May 9, 2023

RESOLUTION NO. 2023-____.____

RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA RATIFYING PRIOR ACTION.

WHEREAS, the Authority desires to show full and complete compliance with any and all statutory requirements and full technical adherence to any and all legal, moral, and ethical standards for the performance of its duties.

NOW THEREFORE, BE IT RESOLVED by the Industrial Development Authority of Danville, Virginia ("the Authority") that:

All actions of T. Neal Morris, Chairman of the Authority, for and on behalf of the Authority prior to the date hereof are in all respects ratified, approved, and confirmed for the signing of the Authorization of Early Access agreement between the City and the IDA for 527 Bridge Street, Suite 310, Danville, Virginia (approximately 11,892 sq. ft.); and

AND BE IT FURTHER RESOLVED that any officer of the Industrial Development Authority of Danville, Virginia, is hereby authorized to sign any required documents and perform any other duties needed to complete the above-mentioned transaction.

Approved:

____
Chairman

Attest:

____
Secretary

Approved as to
Form and Legal Sufficiency:

____
City Attorney

CERTIFICATE

I, the undersigned Secretary of the Industrial Development Authority of the City of Danville, Virginia (the "Authority"), hereby certify that the foregoing is a true, correct and complete copy of the Resolution duly adopted by a majority of the Directors of the Industrial Development Authority of Danville, Virginia present and voting at a meeting duly called and held on August 11, 2020, all in accordance with law, and that such Resolution has not been repealed, revoked or rescinded but is in full force and effect on the date hereof.

WITNESS my hand and the seal of the Authority this 9th day of May, 2023.

INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA

____

By: JOHN LARAMORE

TITLE: SECRETARY

STAFF REPORT

DATE: May 9, 2023

TO: Industrial Development Authority

FROM: W. Clarke Whitfield Jr., City Attorney

RE: Lease between the Industrial Development Authority of Danville, Virginia and the City of Danville, Virginia for 527 Bridge Street, Suite 310 and Suite 200.

The City of Danville is looking to lease approximately 11,679 square feet of commercial/Office space located at 527 Bridge Street, Suite 310 and 200 to order to locate the Information Technology Department in that building.

ATTACHMENTS

1. 527-Bridge St Lease between City and IDA for CITY to lease suit 310 and 200

PRESENTED: ______May 9, 2023________

ADOPTED: ________May 9, 2023________

RESOLUTION NO. 2023-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA ("IDA") APPROVING AND AUTHORIZING A LEASE AGREEMENT BETWEEN THE IDA AND THE CITY OF DANVILLE, VIRGINIA FOR 527 BRIDGE STREET, FOR BOTH SUITE 310 AND SUITE 200.

NOW THEREFORE, BE IT RESOLVED by the Industrial Development Authority of Danville, Virginia ("IDA") that it hereby approves and authorizes the IDA to enter into a Three (3) Year Lease Agreement with the City of Danville, Virginia for 527 Bridge Street, for both Suite 310 and Suite 200, in a form approved by the Chairman of the IDA and the City Attorney; and

BE IT FURTHER RESOLVED that said lease is to commence on or after June 1, 2023, for a period of Three (3) years; and

BE IT FINALLY RESOLVED by the Industrial Development Authority of Danville, Virginia, that it hereby directs the Chairman or, in his absence any Officer, to execute the lease and any other documents necessary to complete the transactions described in this resolution.

Approved:

____
Chairman

Attest:

____
Secretary

Approved as to
Form and Legal Sufficiency:

____
City Attorney

Industrial Development Authority

STAFF REPORT

DATE: May 9, 2023

TO: Industrial Development Authority

FROM: Kelvin Perry, Project Manager

RE: Commitment letter between the Industrial Development Authority and First National Bank

Request approval to execute the commitment letter between the Industrial Development Authority and First National Bank to finance various parcels of real property.

ATTACHMENTS

1. 2023-05-09_ Resolution Execute Commitment Letter with First National Bank - Final
2. ComLtr 5-3-23 $1743600 IDA Danville (002)

PRESENTED: May 9, 2023

ADOPTED: May 9, 2023

RESOLUTION NO. 2023-____.____

A RESOLUTION APPROVING AND AUTHORIZING THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA TO EXECUTE A COMMITMENT LETTER WITH FIRST NATIONAL BANK IN AN AMOUNT NOT TO EXCEED $1,743,600 FOR THE PURCHASE OF VARIOUS REAL PROPERTIES

NOW THEREFORE, BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia that the Chairman, or in his absence any Officer, be, and hereby is, approved and authorized to execute the attached Commitment Letter, with First National Bank in an amount not to exceed One Million Seven Hundred forty-Three Thousand Six Hundred Dollars ($1,743,600); and

BE IT FURTHER RESOLVED, that the Chairman, or in his absence any Officer, be, and hereby is, specifically authorized to execute the attached Commitment Letter from First National Bank; and

BE IT FINALLY RESOLVED, that the Chairman, or in his absence any Officer, be, and hereby is, authorized to execute any and all documents necessary for this loan as needed to complete this transaction.

APPROVED:

____
Chairman

ATTEST:

____
Secretary

Approved as to
Form and Legal Sufficiency:

City Attorney

FIRST NATIONAL BANK
EST. 1908

May 3, 2023

The Industrial Development Authority of Danville, Virginia
T. Neal Morris, Chairman
412 Municipal Building, 427 Patton Street
Danville, Virginia 24541

Dear Mr. Morris,

On behalf of First National Bank (Bank), I am pleased to advise you that we have approved financing for The Industrial Development Authority of Danville, Virginia (Borrower) in the amount of $1,743,600. The making and funding of this financing is expressly subject to the terms and conditions as set forth below:

BORROWER

The Industrial Development Authority of Danville, Virginia

AMOUNT OF FINANCING

Loan # 1	$743,600	Term Note
Loan # 2	$1,000,000	Time Note

PURPOSE

Loan # 1	Provide funding for the purchase of Industrial land off the By-pass parcel's # 75910, 75473, 75899, 75916, 75917, 77824, 75506, 78264, 78265, 75505, 75499 and 75500
Loan # 2	Provide funding for the purchase of residential land parcel's # 70619, 78463, and 70624

FEES

Loan # 1	N/A
Loan # 2	N/A

RATE

Loan # 1	*4.49% (taxable) or 3.55% (tax exempt)*
Loan # 2	*4.49% (taxable) or 3.55% (tax exempt)*

REPAYMENT

Loan # 1	Demand, otherwise monthly payments of principal and interest to fully amortize the loan over 20 years with a 4 year balloon.
Loan # 2	Demand, otherwise monthly payments of interest only for 36 months.

COLLATERAL

Loan # 1	The Term Note will be secured by a 1st Deed of Trust on 137.48 acres on parcels # 75910, 75473, 75899, 75916, 75917, 77824, 75506, 78264, 78265, 75505, 75499 and 75500
Loan #2	The Time Note will be secured by 1st Deed of Trust on 118.23 acres on parcels # 70619, 78463, and 70624

GUARANTORS

N/A

PREPAYMENT PENALTY

N/A

CONDITIONS

Customary lender, title examination and settlement conditions shall apply.

Prior to closing the Bank will have receipt of and satisfactory review of environmental due diligence as deemed appropriate for the transaction, type and usage of subject property and of surrounding properties.

Title insurance shall be required for the full amount of the loan and is to be written by a company acceptable to First National Bank, insuring a valid first lien subject only to the usual utility easements, current taxes, and other exceptions as approved by us.

Loan documents, including Note and Deed of Trust forms approved by the Bank, are to be executed properly.

Flood hazard determination is required.

Insurance with First National Bank listed as mortgagee.

Other usual and customary documentation and requirements for loans of this type

The Borrower shall provide the Bank with audited financial statements for The City of Danville as well as The Industrial Development Authority of Danville, Virginia within 120 days of the Borrower's year end.

Review, receipt, and approvals of executed purchase contracts prior to closing.

Other terms and conditions as are standard in this type of financing.

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Bank that:

- All information that has been furnished to the Bank prior to this commitment being issued is true and accurate.

- All financial statements, certificates and other information furnished, or to be furnished, to the Bank are, or shall be, true and accurate.

- This commitment, when accepted, and all documents and instruments to be executed and delivered to the Bank in connection with this commitment and the funding thereof, shall be duly authorized, valid, enforceable, and binding on the parties hereto.

AFFIRMATIVE COVENANTS

The Borrower shall, so long as this commitment remains outstanding or its indebtedness to the Bank remains unpaid:

- Substantially comply with all statutes and governmental regulations.
- Pay all taxes when due.
- Maintain insurance in amounts and with coverage reasonably acceptable to the Bank.
- From time to time provide the Bank with such other information as the Bank may reasonably request.

GENERAL CONDITIONS

The Bank's duties and obligations under this commitment and its funding are subject to the following general conditions and requirements:

- No Adverse Change. The bank has issued this commitment on the basis of and in reliance upon the assurance of information, exhibits, documents or materials submitted to the Bank by Borrower or on Borrower's behalf in connection with the loan. The Bank shall have the options to terminate this commitment upon written notice to Borrower if there shall have been any material misrepresentations or misstatement of material fact by Borrower or if prior to disbursement of the loan there shall have been a material adverse change in the state of facts or any material adverse change in the financial condition of Borrower, or if Borrower shall have become insolvent, incapacitated, or shall file or have filed against it any petition under the United States Bankruptcy Code.

- Loan Documentation. Borrower must execute and deliver, or cause to be executed and delivered, any and all legal documentation that the Bank reasonable deems necessary in connection with the Loan ("Loan Documents"). The Loan Documents must be in a form and content satisfactory to the Bank and its counsel, must be properly executed by the appropriate party and, where necessary, recorded or filed in the appropriate office of recordation. Upon closing, the Loan Documents will supersede the terms of this commitment.

CLOSING DOCUMENTS

Borrower must deliver to the Bank, Casualty insurance and such other insurance as the Bank may reasonably require with all policies in amounts and issued by companies acceptable to the Bank, without coinsurance requirements, must be delivered to the Bank at least five (5) days prior to the closing date. All such policies shall provide that they may not be altered or canceled without at least thirty (30) days notice to the Bank. Adequate liability insurance is required.

DEFAULT

This commitment shall terminate and any amounts outstanding under this Loan shall become due and payable in the event of the occurrence of:

- Failure to make any payment on this loan as scheduled.

- Any material default under all notes, security documents, instruments, agreements and any other documents executed by the Borrower;

- Failure to comply with the provisions of this commitments (both before and after funding);

- Failure of the Borrower to provide the financial statements as required under the loan agreement;

- In the event of default, if the Borrower has not cured the default within fifteen (15) days of notification by the Bank of the default, the Bank, at its option, shall have the right to charge interest, for so long as it elects, at the maximum amount permitted by applicable law on all

- amounts due under the loan agreement.

CLOSING COSTS AND EXPENSES

The Borrower shall pay all costs and expenses incurred by the Bank in connection with the Bank's review, due diligence and closing of the Loan, including, without limitation, attorney's fees incurred by the Bank in connection with the negotiation and preparation of the loan documentation, recording costs, and other casualty insurance premiums, whether or not the loan closes. The Bank reserves the right to designate an attorney of its choice to represent it in connection with the proposed loan at its own expense.

SURVIVAL

The terms and provisions of this commitment shall remain binding and in full force after the closing of the Loan and shall be one of the Loan documents. If any of the terms and conditions in this letter conflict with any of the terms and conditions of the promissory note and deed of trust evidencing and securing the Loan, the terms and conditions of such other documents shall control.

NON-ASSIGNABLE

This commitment and the right of the Borrowers to receive loans hereunder may not be assigned by the Borrower without prior written approval by the Bank.

RELIANCE

This commitment constitutes an offer by the Bank to the Borrower to make a loan on the terms and conditions set forth herein and should not be relied upon by any third party for any purpose.

GOVERNING LAW

This commitment and the Loan shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

ACCEPTANCE AND CLOSING DATE

This commitment will expire if not accepted or extended in writing by the close of business on **May 17, 2023** (the "commitment expiration date"). If this commitment is accepted, time being of the essence, the loan made in connection herewith must close on or before the close of business on **June 30, 2023**, (the "closing date") unless the Bank extends the closing date in writing before such date. The Borrower acknowledges that the interest rate and other terms of the loan outlined in the commitment are based upon acceptance of this commitment and closing of the loan within the time periods set forth above and that these time periods are material factors in the Bank offering this commitment. If the commitment is not accepted by the commitment expiration date or, if accepted, the loan is not closed by the closing date, then this commitment shall be null and void and of no further force or effect.

We appreciate the opportunity to provide you with this financing and we look forward to a long and mutually beneficial relationship with The Borrower. Should you have any question regarding this commitment, please do not hesitate to call me at 434-369-3058.

Sincerely,

FIRST NATIONAL BANK

By: ______________________________
Shawn D. Stone
Senior Vice President
Chief Lending Officer, Southern Market

The undersigned accepts the foregoing commitment, and by this acceptance agrees to be bound by its terms.

The Industrial Development Authority of Danville, Virginia

By: ______________________________________ Date: _________________
T. Neal Morris, Chairman

Industrial Development Authority

STAFF REPORT

DATE: May 9, 2023

TO: Industrial Development Authority

FROM: Kelvin Perry, Project Manager

RE: Agreement to Purchase between the industrial Development Authority and Cedarbrook Partners LLC

Request to execute a purchase agreement between the Industrial Development Authority and Cedarbrook Partners LLC.

ATTACHMENTS

1. 2022-11-15_ Resolution Execute Purchase Agreement Final
2. _Purchase Agreement (002) (002) W Townes Lea School (002)_BGC final

PRESENTED: May 9, 2023

ADOPTED: May 9, 2023

RESOLUTION NO. 2023-____.____

A RESOLUTION APPROVING AND AUTHORIZING THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA TO EXECUTE A PURCHASE AGREEMENT BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY AND CEDARBROOK PARTNERS LLC.

NOW THEREFORE, BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia that the Chairman, or in his absence any Officer, be, and hereby is, approved and authorized to execute the attached purchase agreement, with Cedarbrook Partners LLC, a Virginia Limited Liability Corporation (SC ID 1151673)

BE IT FURTHER RESOLVED, that the Chairman, or in his absence any Officer, be, and hereby is, authorized to execute any and all documents necessary for this purchase agreement and such other documents as needed to complete this transaction.

APPROVED:

____
Chairman

ATTEST:

____
Secretary

Approved as to
Form and Legal Sufficiency:

____
City Attorney

DRAFT

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE ("Agreement") is made and entered into this ____ day of _____________ 2023, between Cedarbrook Partners, LLC, a Virginia limited liability company, whose address is PO Box 1079 Roanoke, VA 24005 (hereinafter called "Purchaser"), and the Industrial Development Authority of Danville, Virginia whose address is City of Danville, Industrial Development Authority, C/O City Attorney's Office, P. O. Box 3300, Danville, VA 24543 (hereinafter "Seller").

W I T N E S S E T H:

WHEREAS, Seller is the owner of that certain parcel of real property identified as 439 Cedarbrook Lane (Parcel # 59803) along with all improvements, in the City of Danville, Virginia, more particularly described on Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, Seller desires to sell this real property to Purchaser, (and shall hereinafter be referred to collectively as the "Property") and Purchaser desires to purchase said Property from Seller, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Purchase and Sale. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property, together with (a) all rights, easements and privileges, appurtenances belonging and appertaining thereto, including, without limitation, all easements, rights of way or other interests in, on or under any lands, highways, alleys, streets, or rights of way abutting or adjoining the Property (b) all buildings and other improvements thereon, and (c) and any fixtures attached to the Property (collectively referred to as "Premises").

2. Purchase Price. (a) The purchase price ("Purchase Price") to be paid by Purchaser on behalf of Seller for the Property shall be One Dollar ($1.00), such Purchase Price to be paid to the Industrial Development Authority City of Danville, Virginia, a political subdivision municipal corporation of the Commonwealth of Virginia. It is the understanding of both parties that the entirety of the Purchase Price shall be payable to the Industrial Development Authority City of Danville, Virginia,

(b) At Closing, the Purchaser shall pay, to the Industrial Development Authority City of Danville, Virginia, in United States Currency by cash, cashier's check or wire transfer, an amount equal to the Purchase Price; One Dollar($1.00)

3. Reserved.

4. Representations and Warranties of Seller. Seller, to induce Purchaser to enter into this Agreement and to complete Closing, makes the following representations and warranties to Purchaser, which representations and warranties are true and correct as of the Effective Date, and shall be true and correct at and as of the Closing Date in all respects as though such representations and warranties were made both at and as of the date of this Agreement, and at and as of the Closing Date:

(a) To the best of Seller's knowledge and belief, there is no action, suit or proceeding pending or, to the knowledge of Seller, threatened against or affecting the Property, other than those by Purchaser or the City of Danville, Virginia.

(b) Seller has not received any written notice of any condemnation proceeding or other proceedings in the nature of eminent domain ("Taking") which is currently pending in connection with the Property, and to Seller's knowledge no Taking has been threatened.

(c) Seller is and on the closing, date shall have full power and authority to enter into and perform this Agreement and all documents, instruments and contracts entered into or to be entered into by it pursuant to this Agreement and to carry out the transactions contemplated hereby. This Agreement is, and all documents to be executed by Seller and delivered to Purchaser at the Closing will be on the Closing Date, duly authorized, executed and delivered by Seller and all consents and approvals of third parties have been obtained. This Agreement is, and all documents to be executed by Seller and delivered to Purchaser at the Closing will be the legal, valid and binding obligations of Seller, enforceable in accordance with their respective terms and will not violate any provisions of any agreement, judicial order or any other thing to which Seller is a party or to or by which Seller or the Property is subject or bound.

(d) To the best of Seller's knowledge and belief, the Property is not subject to any roll back tax or any similar tax related to the discontinuance of any use to which the Property has been put.

(e) To the best of Seller's knowledge and belief, no tax appeals are currently pending with respect to the Property.

(f) Seller has not entered any presently effective contract regarding the sale, conveyance, transfer or disposition of the Property (except for this Agreement). Seller has not granted to anyone, and no one possesses any option to purchase or right of first refusal to purchase the Property. Seller has not entered into any occupancy agreement, lease, or the like with respect to, and no one has any right to use or occupy, the Property except for the lease to Purchaser.

5. Representations and Warranties of Seller. Purchaser makes the following representations and warranties to Seller, which representations and warranties are true and

correct as of the Effective Date, and shall be true and correct at and as of the Closing Date in all respects as though such representations and warranties were made both at and as of the Effective Date, and at and as of the Closing Date:

(a) Purchaser is in Good Standing and authorized to transact business in the Commonwealth of Virginia; Purchaser has full power and authority, and is duly authorized, to execute, enter into, deliver and perform this Agreement and its obligations hereunder.

(b) Purchaser is and, on the closing, date shall have full power and authority to enter into and perform this Agreement and all documents, instruments and contracts entered into or to be entered into by it pursuant to this Agreement and to carry out the transactions contemplated hereby. This Agreement is, and all documents to be executed by Purchaser and delivered to Seller at the Closing will be on the Closing Date, duly authorized, executed and delivered by Purchaser and all consents and approvals of third parties have been obtained. This Agreement is, and all documents to be executed by Purchaser and delivered to Seller at the Closing will be the legal, valid and binding obligations of Purchaser, enforceable in accordance with their respective terms and will not violate any provisions of any agreement, judicial order or any other thing to which Purchaser is a party to or by which Purchaser or the Property is subject or bound.

(c) The person or persons executing on behalf of Purchaser has or shall have the authority to do so and upon execution by such party(s), the Agreement is valid, binding, and enforceable obligation of the Purchaser.

6. Inspections. (a) Seller and Purchaser hereby acknowledge that as of the Effective Date, Purchaser has not yet had an opportunity to fully review and evaluate this transaction. If on or before 5:00 p.m. (Eastern Standard Time) on a date which is sixty (60) days from the Date of this agreement ("Inspection Completion Date"), Purchaser determines, in its sole and absolute discretion, that Purchaser does not desire to purchase the Property, then Purchaser shall have the right to give written notice to Seller electing to terminate this Agreement, provided such notice is delivered to Seller prior to 5:00 p.m. (Eastern Standard Time) on the Inspection Completion Date. In the event such notice of termination is delivered on or before 5:00 p.m. (Eastern Standard Time) on the Inspection Completion Date, then the parties shall be released from all further obligations each to the other under this Agreement. In the event that the Purchaser does not terminate this Agreement as set forth in this Section 6, then Purchaser's right to terminate this Agreement shall be deemed waived by Purchaser.

(b) Upon reasonable prior notice to Seller, Purchaser, its agents, employees, and representatives shall have access to the Property at all reasonable times to inspect the Property and to conduct reasonable tests thereon including, but not limited to, soil and groundwater borings and hazardous waste studies, and to make such other examinations with respect thereto as Purchaser, its counsel, licensed engineers, surveyors or other representative(s) may deem reasonably necessary. Seller reserves the right to be present or have its agent or representative present during Purchaser's investigations of the Property. Any tests, examinations or inspections of the Property by Purchaser and all costs and expenses in connection with Purchaser's inspection of the Property shall be at the sole cost of Purchaser and shall be performed in a manner not to unreasonably interfere with the Seller's ownership of the Property. Further, Purchaser shall be responsible for any and all damage caused by such inspections, examinations, testing and disposal of all waste produced at the Property as a result of such investigations, and shall sign, as generator, all forms necessary for such disposal. Purchaser shall immediately remove any lien of any type which attaches to the Property by virtue of any of such inspections, examinations or tests. Upon completion of any such inspection, examination or test, Purchaser shall restore any damage to the Property caused by such inspection, examination or test.

(c) The provisions of this Section shall survive any termination of this Agreement.

7. Covenants by Seller. Between the Effective Date and the Closing, Seller agrees that:

(a) Seller will maintain the Property in the same condition as it is on the date of this Agreement (reasonable wear and tear excepted);

(b) Seller will not, by reason of any action or omission of Seller, cause or permit any representation or warranty to become not true, incorrect or inaccurate.

(c) Seller shall perform any and all material obligations with respect to the Property under all easements, covenants, restrictions and contracts of record;

(d) Seller will promptly give notice to Purchaser of every threatened or actual litigation whether or not covered by insurance against or relating to the Property (including, without limitation, the sale thereof to Purchaser) or any portion thereof between the date of this Agreement and the Closing;

(e) Seller will not, without the prior written consent of Purchaser, apply for, consent to or process any applications for zoning, re-zoning, variances, site plan approvals, subdivision approvals or development with respect to the Property or any portion thereof.

(f) Seller will not, without the prior written consent of Purchaser, grant any rights or other privileges in or with respect to the Property or any portion thereof or grant, or consent to or waive the right to object to, any easements, covenants or restrictions affecting all or any portion of the Property;

(g) Seller will not enter into or modify any mortgages, operating agreements, ground leases, space leases or other agreements or encumbrances with respect to or affecting the Property or any portion thereof; and

(h) Seller will promptly notify Purchaser if it discovers, determines or is notified that any warranty or representation made by Seller hereunder is not (or is no longer) true.

DRAFT

8. Seller's Defaults; Purchaser's Remedies. In the event that Seller shall be in material default hereunder for any reason other than Purchaser's default, Purchaser may deliver a written notice to Seller stating with particularity the alleged default of Seller, the action required by Seller to cure such default, and Purchaser's intent to exercise its remedies provided below if the default is not cured. Seller shall have ten (10) business days after receipt of such notice to cure the alleged default to Purchaser's reasonable satisfaction (and the Closing Date shall be delayed, if necessary, until the end of such ten (10) business day period). In the event such default is not cured within such ten (10) business day period, then Purchaser may elect, as its sole and exclusive remedy, for such default, to terminate this Agreement by written notice to Purchaser and the Closing Agent. Purchaser hereby expressly waives its rights to seek damages in the event of Seller's default hereunder.

9. Purchaser's Default; Seller's Remedies. In the event that Purchaser shall be in default hereunder for any reason other than Seller's default, Seller may deliver a written notice to Purchaser stating with particularity the alleged default of Purchaser, the action required by Purchaser to cure such default and Seller's intent to terminate this Agreement if the default is not cured. Purchaser shall have ten (10) business days after receipt of such notice to cure the alleged default to Seller's reasonable satisfaction (and the Closing Date shall be delayed, if necessary, until the end of such ten (10) business day period). In the event such default is not cured within such ten (10) business day period, then Seller may, as Seller's sole and exclusive remedy for such default, terminate this Agreement by written notice to Purchaser and the Closing Agent. Seller hereby expressly waives its rights to seek damages in the event of Purchaser's default hereunder.

10. Reversion of Title. Purchaser shall forfeit any and all rights and ownership interests in the Property by way of reversion of title to Seller, placed in the deed, free and clear of all liens and encumbrances created after the conveyance of the Property to Purchaser if the Purchaser has not obtained a building permit for and initiated substantial construction on the renovation of the Property, in the sole discretion of the Seller, within fourteen (14) months from the date of Closing. Seller shall reacquire the property at the original price of One Dollar Dollars ($1.00).

11. Closing Costs. (a) Purchaser shall be responsible for the costs of preparing the Deed (as hereinafter defined). Purchaser is not required to pay Grantor's Tax pursuant to Virginia Code Section 58.1-811(C)(4).

(b) Each party shall be responsible for payment of its own legal fees.

12. Closing. The "Closing" shall be held no later than thirty (30) days from the Inspection Completion Date. Notwithstanding the foregoing provisions of this Section 12, Purchaser shall have the right to adjourn the Initial Scheduled Closing Date for any reason one (1) time (for not more than thirty (30) days) to a date specified by Purchaser (the "Purchaser Adjourned Closing Date") by delivering notice to Seller and closing agent two (2) business days before the Initial Scheduled Closing Date. As used herein, the term "Closing Date" shall mean the Initial Scheduled Closing Date and the Purchaser Adjourned Closing Date, as applicable. It

is expressly agreed by Seller and Purchaser that time is of the essence with respect to the parties' obligations to close this transaction on the Closing Date. For the avoidance of doubt, Seller and Purchaser acknowledge that any adjournment of the Closing Date pursuant to any right of adjournment granted hereunder, then time shall be of the essence with respect to Seller's and Purchaser's obligation to close this transaction on such adjourned Closing Date.

(a) At Closing, Seller shall cause to be executed and delivered to Purchaser the following documents with respect to the Property being conveyed:

(i) A general warranty deed ("Deed") subject only to the Acceptable Exceptions;

(ii) A non-foreign affidavit in a form reasonably acceptable to Purchaser;

(iii) Such other documents that the Closing Agent may reasonably require in connection with the purchase, including but not limited to, such affidavits required for deletion of the parties in possession and mechanics' lien exceptions appearing on an owner's title insurance policy; and

(c) At Closing, Seller and Purchaser shall each execute counterpart closing statements in a customary form, and such other documents required by the Closing Agent that are reasonably necessary to consummate Closing.

(d) At Closing, both parties shall pay their respective costs by wire transfer, or by cashier's check drawn on a bank reasonably acceptable to Closing Agent.

13. Brokers. Each party warrants and represents to the other that no real estate broker or agent has been involved in negotiations leading to the execution of this Agreement and that no other commission is owed to any other broker or agent as a result of the action of such party. Each party agrees to hold the other harmless from any loss, cost or charge (including reasonable attorneys' fees), arising from the assertion by any other broker or agent that any fee or commission is owed because of the acts or agreement of such party. The provisions of this Section shall survive the Closing and any cancellation or earlier termination of this Agreement.

14. Assignability. Neither Purchaser nor Seller shall have the right to assign this Agreement and its rights hereunder to any entity or person without the other party's prior written consent, which consent shall not be unreasonably withheld.

15. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given if delivered by hand, sent by recognized overnight courier (such as Federal Express), transmitted via facsimile transmission or mailed by certified or

DRAFT

registered mail return receipt requested, in a postage pre-paid envelope, and addressed as follows:

If to Seller:
Industrial Development Authority of Danville, Virginia
C/O City Attorney's Office
P.O. Box 3300
Danville, VA 24543

With a copy to:
City Attorney's Office
P.O. Box 3300
Danville, VA 24543

If to Purchaser
Cedar Brook Partners LLC (SCC entity ID # 11516731):
2334 Mount Vernon Road SW
Roanoke, VA 24015

With a copy to:
Whitlow & Youell PLC
Attn: Cooper Youell
28A Kirk Ave
Roanoke, VA 24011

Notices personally delivered or sent by overnight courier shall be deemed given on the date of receipt, notices sent via electronic mail or facsimile transmission shall be deemed given upon transmission and notices sent via certified mail in accordance with the foregoing shall be deemed given when deposited in the U.S. Mails.

16. Eminent Domain. If, prior to Closing, the Property or any material portion thereof is taken by eminent domain, Seller shall promptly notify Purchaser and Purchaser shall have the option of either: (i) canceling this Agreement by delivery of written notice to Seller and both parties shall be relieved of all further obligations under this Agreement; or (ii) Purchaser may proceed with the Closing, whereupon Purchaser shall be entitled to and Seller shall assign to Purchaser all of Seller's interest in all condemnation payments, awards and settlements applicable to the Property.

17. Miscellaneous.

(a) Binding Agreement. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representative, successors, and assigns.

(b) Applicable Law Forum Selection and Consent to Jurisdiction. This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Virginia and in the event of any litigation hereunder, the venue for any such litigation, shall be the City of Danville, Virginia. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof and accordingly; this Agreement shall not be more strictly construed against any one of the parties hereto.

(c) Waiver of Jury Trial. The Parties to this Agreement hereby waive their right to a trial by jury with respect to disputes arising under this agreement and the related agreements and consent to a bench trial with the appropriate judge as the finder of fact.

(d) Interpretation. In the event any interpretation of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or reconstrued as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

(e) Attorneys' Fees and Court Costs. In the event of any litigation between the parties under this Agreement, each party shall be responsible for its own attorneys' fees and court costs through all trial and any appellate levels. The provisions of this subparagraph shall survive the Closing and any termination or cancellation of this Agreement.

(f) Gender. In construing this Agreement, the singular shall be deemed to include the plural, the plural shall be deemed to include the singular and the use of any gender shall include every other gender and all captions and paragraph headings shall be discarded.

(g) Title and Headings; References. Titles and headings to Sections and Subsections herein are inserted for the convenience of reference only, and not intended to be part of or to affect the meaning or interpretation of this Agreement. All Section and Subsection references in this Agreement are to the Sections and Subsections of this Agreement unless expressly stated to the contrary.

(h) Exhibits. All of the Exhibits to this Agreement are incorporated in and made a part of this Agreement.

(i) Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties for sale and purchase of the Property and supersedes any other agreement or understanding of the parties with respect to the matters herein contained written or oral, between the parties hereto. This Agreement may not be changed, altered or modified except as set forth in a written instrument executed with the same formality as this Agreement.

(j) Effective Date. The term "Effective Date" or such other similar term, shall mean the date on which Seller and Purchaser have executed and delivered this Agreement.

(k) Time of the Essence. The parties hereby agree that time is of the essence with respect to performance of each of the parties' obligations under this Agreement. The parties agree that in the event that any date on which performance is to occur falls on a Saturday,

DRAFT

Sunday or state or national holiday, then the time for such performance shall be extended until the next business day thereafter occurring.

(l) Severability. The invalidity, illegality, or unenforceability of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity, legality or enforceability of any other provision hereof.

(m) Waiver of Breach. The waiver by a party of a breach or violation of any provision of the Agreement shall not constitute or be deemed a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

(n) Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, all of which shall be deemed to be one and the same instrument. Facsimile transmission signatures shall be deemed original signatures.

DRAFT

WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

PURCHASER: **Renewal3 LLC**

By: ________________________________
Name: ______________________________
Title: _______________________________

SELLER: **Industrial Development Authority of Danville, Virginia.**

By: ________________________________
Name: ______________________________
Title: _______________________________

EXHIBIT "A"

DRAFT