INDUSTRIAL DEVELOPMENT AUTHORITY REGULAR MEETING AGENDA

CITY COUNCIL CONFERENCE ROOM

March 10, 2026

10:30 AM

A. CALL TO ORDER

B. ROLL CALL

C. MEETING MINUTES

1. Industrial Development Authority Meeting Minutes February 10, 2026

D. FINANCIAL REPORT

1. IDA Statement of Accounts as of February 28, 2026

E. STAFF UPDATES

F. ACTION ITEMS

1. Resolution to approve the commitment letter for the financing of the redevelopment of 624-626 N Main Street with the total of $1,698,565 through First National Bank.
2. Resolution to approve the commitment letter for the financing of the maintenance and repairs of 310-312 Main Street and the refinancing of 206-208 N Union Street with the total of $953,250 through First National Bank.
3. Resolution to approve the lease renewal agreementat 527 Bridge Street - Suite 200 with Southside Business Technology Center d/b/a The Launch Place
4. A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing a lease agreement with 18F Danville LLC for parking spaces within the

property identified as the North Union Street Parking Garage and bearing tax parcel ID #20432.

5. Resolution to approve and authorize an agreement of purchase and sale for the purchase of 645 Monument Street (Parcel #21584) from Garfield Clark and Latoya Shane Clark.

6. A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing an agreement with Blair Construction in an amount not to exceed $51,734.00 to install a trailer at Lockett Drive, Danville, Virginia.

7. A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing an agreement for the replacement of the existing curtain wall at 120 Cane Creek Boulevard in Danville, Virginia with Blair Construction not to exceed Two Hundred Thirty-one Thousand Seven Hundred and 00/100 dollars ($231,700.00)

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. NEW BUSINESS

I. ADJOURN

Industrial Development Authority of Danville, Virginia
Minutes of Meeting
February 10, 2026

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 was held in the Fourth Floor City Council Conference Room of the Municipal Building on Tuesday, February 10, 2026, at 10:30 a.m.

The following members were present:

Present: T. Neal Morris, Chairman
John Laramore, Secretary
Kristin Barker (arrived after roll call)
Philip Hall
James Bebeau
Robert Woodall III

Absent: Russell Reynolds, Vice Chairman

Also present: W. Clarke Whitfield, Jr., City Attorney
Ken Larking, City Manager
Michael Adkins, Chief Financial Officer/Assistant City Manager
Corrie Bobe, Director of Economic Development
Samantha Bagbey, Economic Development
Kelvin Perry, Economic Development
Brian Dunevant, Engineering
Zach Lovelace, Finance
Terri McDaniel, City Attorney's Office

T. Neal Morris, Chairman, called the meeting to order at 10:34 a.m.

Roll call

Minutes

Minutes for the January 13, 2025, regular called meeting of the IDA were distributed to the members with their agenda packets. A motion was made by Mr. Bebeau to approve the minutes as presented. Mr. Hall seconded the motion with the members present voting as follows:

Mr. Morris	-Aye
Mr. Laramore	-Aye
Ms. Barker	-Aye
Mr. Bebeau	-Aye
Mr. Hall	-Aye
Mr. Woodall	-Aye

Finances

Assistant City Manager Michael Adkins, the Chief Financial Officer and Director of Finance, provided the members of the IDA Board with a copy of the monthly financial statement of the IDA and reviewed the statement. Mr. Morris questioned an item regarding Dewberry and Davis being paid for services involving George Washington High School. Mr. Adkins stated that GWHS was not correct and that the cost involved surveying the Overfinch parcel. Mr. Adkins introduced Zach Lovelace, Account, who was sitting in on the meeting to observe the handling of IDA financial matters.

A motion was made by Mr. Laramore to approve the financial statement of accounts, and was seconded by Mr. Woodall. The motion was carried with members present voting as follows:

Mr. Morris	-Aye
Mr. Laramore	-Aye
Ms. Barker	-Aye
Mr. Hall	-Aye
Mr. Bebeau	-Aye
Mr. Woodall	-Aye

Staff reports

Kelvin Perry, Economic Development, stated that the equipment at the former Uncle Al's property may have a potential buyer. Negotiations continue.

Economic Director Corrie Bobe shared that new and larger signage will be needed at Dan River Falls, 420 Memorial Drive, with a request for approval coming before the Board soon.

Resolutions

A Resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing MCC Acquisition, LC d/b/a Virginia Carolina Paving to use the vacant lot on Cane Creek Boulevard identified as Parcel #78519.

Brain Dunevant, Assistant Director of Engineering/Public Works, explained that Virginia Carolina Paving would be using the vacant lot to stage construction equipment while they are working on a project from Public Works.

Motion was made by Ms. Barker; seconded by Mr. Hall; voting as follows:

Mr. Morris	- Aye
Mr. Laramore	- Aye
Ms. Barker	- Aye
Mr. Hall	- Aye
Mr. Bebeau	- Aye
Mr. Woodall	- Aye

Closed Meeting

Mr. Bebeau moved the meeting be recessed and the board immediately reconvened in executive closed meeting for the purposes:

1. *Discussion concerning a prospective business or industry or the_expansion of an existing business or industry where no previous announcement has been made as permitted by subsection (a)(5) of section 2.2-3711 of the code of Virginia, 1950, as amended*.
2. *Discussion or consideration of the acquisition/disposition of real property for a public purpose where discussion in an open meeting would adversely impact the bargaining position of the authority as permitted by subsection (*a)(3) of section 2.2-3711 of *the code of Virginia, 1950, as amended.*

Motion was made by Mr. Bebeau; seconded by Mr. Hall with voting as follows:

Mr. Morris	- Aye
Mr. Laramore	- Aye
Ms. Barker	- Aye
Mr. Hall	- Aye
Mr. Bebeau	- Aye
Mr. Woodall	-Aye

Mr. Bebeau moved the meeting immediately reconvened into an open meeting. The motion was seconded by Mr. Hall and carried with the members present voting as follows:

Mr. Morris	- Aye
Mr. Laramore	- Aye
Ms. Barker	- Aye
Mr. Hall	- Aye
Mr. Bebeau	- Aye
Mr. Woodall	- Aye

Upon reconvening, Mr. Bebeau moved that the board adopt a resolution certifying that to the best of each member's knowledge that:

1. *Only public business matters lawfully exempted from open meeting requirements under section 2.2-3711; and*

2. *Only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered in the closed meeting.*

Motion was made by Mr. Bebeau; seconded by Mr. Hall with voting as follows:

Mr. Morris	- Aye
Mr. Laramore	- Aye
Ms. Barker	- Aye
Mr. Hall	- Aye
Mr. Bebeau	- Aye
Mr. Woodall	- Aye

After reconvening from the Closed meeting, the following resolution was considered;

A Resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing Infinity Global, Inc. to enter into a sub-lease agreement with A. L. Yeatts or his assigns for a portion of the property identified as 200 Kentuck Road, Danville, VA 24541 and bearing tax Parcel ID #73503

City Manager Ken Larking explained that, since no agreement was attached for the Board to consider along with this resolution, any agreement proffered would be reviewed and approved by both City Manager and City Attorney before being effective.

Motion was made by Mr. Bebeau; seconded by Mr. Hall with voting as follows:

Mr. Morris	- Aye
Mr. Laramore	- Aye
Ms. Barker	- Aye
Mr. Hall	- Aye
Mr. Bebeau	- Aye
Mr. Woodall	- Aye

Adjourned at 10:56 am with Mr. Woodall moving to do so, Mr. Bebeau seconding, and with all in favor.

John Laramore
Secretary

T. Neal Morris
Chairman

Industrial Development Authority
Statement of Accounts
As of February 28, 2026

Regular Checking		$ 366,677.55
USDA Loan Account		$ 84,321.00
City Funded Loan Account		$ 2,669,543.79
North Union Properties/Master Tenant		$ 21,600.67
US Bank - 2025A Bond Account		$ 13,714.57
US Bank - 2025B/C Bond Account		$ 16,982,215.64
US Bank - 2025D Bond Account		$ 3,963,465.10
First National Bank - Money Market		$ 41,029.53
Reserve Account		$ 8,490,424.87
Reserve Account Details		
Hold for IDA Debt Svc - Bonds	*598,758.20*	
Hold for Enterprise Zone	*609,613.98*	
Hold for Int'l. Recruitment	*54,062.83*	
Hold for Parking Debt Svc	*463,827.38*	
Hold for Coleman Site	*310,981.25*	
Hold for Dan River Falls	*543,292.98*	
Hold for Dewberry Upfit DRF	*667,849.22*	
Hold for Barker Road	*753,169.50*	
Hold for Incentives	*2,068,930.00*	
Hold for 231 Main Street	*400,000.00*	
Hold for Schoolfield Acquisition	*41,614.70*	
Hold for VBAF Grant	*500,000.00*	
Hold for 217 N Union	*37,000.00*	
Hold for 121/123 N Union	*425,368.75*	
Hold for Infinity Global	*236,000.00*	
Available (CDE Funds)	*779,956.08*	
	8,490,424.87	

City Funded Loans:

Beginning Balance February 1, 2026	$ 2,669,441.40
Uncle Al's Diner	-
LMG, LLC	-
Interest /Bank Fees	102.39
Ending Balance February 28, 2026	$ 2,669,543.79

Industrial Development Authority
Statement of Account - Regular Checking
For the month ended February 28, 2026

Beginning Balance at February 1, 2026		$390,886.50
RECEIPTS:		
Rent:		258,994.64
Utility/Insurance Reimbursement:		
DR Foundation	-	
Averett	-	-
City of Danville Support		10,756.20
COV IRF Grant - Five Forks		50,000.00
Transfer in from Reserve		381,601.55
Transfer In from Bond Accounts		-
Transfer to First National Money Market		(30,000.00)
CDE Program Revenues		25,000.00
Pittsylvania County IDA - Shell Bldg		6,169.81
Interest Income/Wire Fees/Checks		(107.69)
DISBURSEMENTS:		
AUB Loan - Lockett Drive	(11,566.62)	
AUB - 500 Stinson Drive #1	(4,887.77)	
AUB - 500 Stinson Drive #2	(5,717.03)	
AUB - 512 Bridge Street	(16,467.81)	
VSBFA Bank - 500 Cane Creek	(9,251.38)	
VSBFA - MEP	(1,065.63)	
VSBFA - Barker Rd Loan	(12,537.94)	
Locus Bank - Shell Building	(12,315.20)	
Locus Bank - Ecomnets Bldg	(21,870.52)	
First National - Gaither Rd Prop	(3,136.84)	
Movement Bank - Monument	(2,651.24)	
US Bank - Bond Prin/Interest	(13,666.67)	
US Bank - Administrative Fees	(4,800.00)	
Blair Construction - Barker Road	(58,556.43)	
Cherry Bekaert - CDE	(25,000.00)	
Kent Shelton - Parking Deck	(1,824.00)	
Utility Bills/Elevator Maint	(36,554.59)	
Dewberry-DR Falls Parking Deck Study	(12,562.50)	
Real Estate Consultants - Appraisal	(2,400.00)	
White Mill MT - DR Falls	(200,908.79)	
First Ameican Title-DR Falls	(4,363.15)	
First American Title-Dewberry Upfit	(222,210.68)	
Insurance	(42,308.67)	
		(726,623.46)
PASS THROUGHS:		
From City for Incentives		245,496.33
View at Franklin Turnpike		(245,496.33)
Ending Balance at February 28, 2026		**$366,677.55**

125 N Union	250.00
Abdul Rasheed	280.00
Alexander Group - Pkg	13,500.00
Averett	22,780.00
Barry Smith	260.00
Belk	14,205.00
City - Gang Prev.	1,841.00
City - IT Dept.	14,514.00
DR Foundation	5,610.00
Honey Bee - Parking	850.00
Infinity Global	119,000.00
Launch Place	12,000.00
Link's Café	6,000.00
MEP	2,331.27
Michael Cheek	-
Mind Body Wellness	960.00
Morrisette Paper	6,762.61
Overfinch	12,587.80
Revive Nutrition	600.00
River District Assoc	1,664.25
Riverside Running	2,812.48
Robert Stephens	250.00
Stephen Bass	2,175.00
Sth VA Legal	1,575.00
Vintages	1,347.00
Walraven	14,839.23
	258,994.64

Industrial Development Authority
Statement of Account
USDA Loan Funds

For the month ended February 28, 2026

Beginning Balance at February 1, 2026			$ 84,051.70
RECEIPTS:			
	Dry Fork Fruit Dist.	266.07	
	River City Escapes	-	
	Interest	3.23	
			269.30
DISBURSEMENTS:		-	
			-
Ending Balance at February 28, 2026			**$ 84,321.00**

Reconciliation to original USDA grant of $99,000

ORIGINAL USDA FUNDS			$ 99,000.00
LESS OUTSTANDING LOANS:			
	River City Escapes	12,043.59	
	Dry Fork Fruit Dist.	5,387.54	(17,431.13)
INTEREST EARNED			22,161.18
DEFAULTED LOANS			(19,459.05)
PENALTIES EARNED			50.00
BALANCE IN ACCOUNT			**$ 84,321.00**

-

A/R Aging Summary Report

Industrial Development Authority of Danville

As of February 28, 2026

CUSTOMER	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
Abdul Rasheed		-280.00				-280.00
Averett University	5,856.26	-11,390.00				-5,533.74
Belk United Electronic Services		-7,102.50				-7,102.50
Christine B Eanes, LLC		-600.00				-600.00
Danville Honey Bee LLC & Old Bee LLC		1,800.00				1,800.00
Danville Regional Foundation	1,952.09					1,952.09
Ecomnets1					0.00	0.00
J&W Associated LLC dba Links Cafe		-3,000.00				-3,000.00
Kevin Carter		-119,000.00				-119,000.00
Making Everything Possible, LLC	1,165.63					1,165.63
Michael W Cheek			-800.00			-800.00
Mind Body Wellness Pilates LLC		-960.00				-960.00
Morrisette Paper		-6,762.61				-6,762.61
Noblis					0.00	0.00
Overfinch North America		-12,587.80				-12,587.80
Robert Stephens		177.00				177.00
Southern Virginia Legal PLLC		-1,575.00				-1,575.00
Stephen G. Bass		-2,175.00				-2,175.00
The Launch Place		-3,000.00				-3,000.00
Walraven		-14,839.23	-14,839.23			-29,678.46
White Mill MT 2 c/o Alexander Company		-4,500.00				-4,500.00
TOTAL	**8,973.98**	**-185,795.14**	**-15,639.23**		**0.00**	**-$192,460.39**

Balance Sheet

Industrial Development Authority of Danville

As of February 28, 2026

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Bank Accounts	
First National Bank - Money Market	41,029.53
Loans (City Funded)	2,669,543.79
North Union Master Tenant LLC	7,166.18
North Union Properties, LLC	14,434.49
Regular Checking	366,677.55
Reserve Account	8,490,424.87
US Bank - 2025A Project Fund	13,714.57
US Bank - 2025B&C Project Fund	16,982,215.64
US Bank - 2025D Project Funds	3,963,465.10
USDA Checking	84,321.00
Total for Bank Accounts	**$32,632,992.72**
Accounts Receivable	**-$192,460.39**
Other Current Assets	
Accounts Receivable	0.00
Due from City/County	15,138,099.20
Lease Interest Rec. - GASB 87	28,721.94
ST Lease Rec. - GASB 87	833,210.90
Total for Other Current Assets	**$16,000,032.04**
Total for Current Assets	**$48,440,564.37**
Fixed Assets	**$91,401,168.61**
Other Assets	
Allowance for Doubtful Accounts	-26,237.10
LT Lease Rec. - GASB 87	3,422,542.54
Notes Receivable	
Dry Fork Distillery N/R	5,387.53
Eng Biopharmaceut Inc.	150,000.00
LMG, LLC Hyatt Loan	750,000.00
Masonic Temple Note Receivable	1,650,000.00
Note Rec - Uncle Al's Diner LLC	21,290.06
River City Escapes Note Receiva	12,043.59
Southside Ice	14,193.51
Total for Notes Receivable	**$2,602,914.69**
Total for Other Assets	**$5,999,220.13**
Total for Assets	**$145,840,953.11**

Balance Sheet

Industrial Development Authority of Danville

As of February 28, 2026

DISTRIBUTION ACCOUNT	TOTAL
Liabilities and Equity	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Accrued Interest	97,463.17
Retainage Payable	95,695.23
Security Deposits	101,255.78
Total for Other Current Liabilities	**$294,414.18**
Total for Current Liabilities	**$294,414.18**
Long-term Liabilities	
Bonds Payable	**$45,846,000.00**
Deferred Lease Rev - GASB 87	4,013,410.49
Deferred Revenue	105,187.44
Lease Revenue Note - 2021A	10,000,000.00
Notes Payable	
AUB - 206/208 N Union Loan	639,796.46
AUB - 500 Stinson Drive	657,300.84
AUB - 512 Bridge Loan	1,190,220.25
AUB - Dan River Falls	20,916,607.42
AUB Loan - 500 Stinson #2	22,679.49
AUB Loan - Locket Drive	809,144.78
FNB - 527 Bridge Street Loan	1,187,074.07
FNB - Gaither Rd Parcels	450,824.32
Locus Bank - 1 Ecomnets Way	1,314,511.03
Locus - Cyber Prk Shell Bldg	921,283.27
Movement Bank - 816 Monument	439,149.96
VSBFA - 500 Cane Creek	1,251,564.50
VSBFA - Barker Road Loan	2,971,653.86
VSBFA - MEP Loan	80,496.45
Total for Notes Payable	**$32,852,306.70**
Revolving Loan Fund - USDA	99,000.00
Total for Long-term Liabilities	**$92,915,904.63**
Total for Liabilities	**$93,210,318.81**
Equity	**$52,630,634.30**
Total for Liabilities and Equity	**$145,840,953.11**

Profit and Loss

Industrial Development Authority of Danville

July 1, 2025-February 28, 2026

DISTRIBUTION ACCOUNT	TOTAL
Income	
Grants	
Grants - City of Danville	5,050,909.87
Grants - Commonwealth of VA	150,000.00
Total for Grants	**$5,200,909.87**
Parking Space Rental Income	32,184.00
Program Fees	127,065.00
Rental Income	3,019,545.49
Total for Income	**$8,379,704.36**
Gross Profit	**$8,379,704.36**
Expenses	
Bank Service Charges	478.00
Bond Issue Costs	281,496.50
Dues and Subscriptions	7,665.00
Incentive Payments	1,017,541.95
Insurance	160,340.88
Interest Expense	1,823,035.86
Licenses and Permits	4,713.82
Loan Fees	4,800.00
Office Supplies	219.98
Professional Fees	$264,379.33
Accounting	75,061.60
Consulting	296,105.30
Legal Fees	76.00
Total for Professional Fees	**$635,622.23**
Rental Expense	338,253.43
Repairs	-$560.00
Building Repairs	81,719.12
Total for Repairs	**$81,159.12**
Supplies	
Marketing	76.59
Total for Supplies	**$76.59**
Taxes	15,537.49
Telephone	2,595.56
Utilities	122,511.51
Total for Expenses	**$4,496,047.92**
Net Operating Income	**$3,883,656.44**
Other Income	
Gain on Disposal	885,500.00
Interest Income	636,758.48
Total for Other Income	**$1,522,258.48**
Net Other Income	**$1,522,258.48**
Net Income	**$5,405,914.92**

Industrial Development Authority

STAFF REPORT

DATE: March 10, 2026

TO: Industrial Development Authority

FROM: Samantha Bagbey, Project Manager

RE: Resolution to approve the commitment letter for the financing of the redevelopment of 624-626 N Main Street with the total of $1,698,565 through First National Bank.

At the January 2026 Industrial Development Authority meeting, the board approved to move forward with the redevelopment of 624-626 North Main Street, a historic building located in the historic North Main district. This building on North Main Hill is an integral piece of property that will allow for additional housing and commercial space. This project will continue to support the North Main neighborhood and the revitalization efforts by other organizations within the community. The commitment letter that is under consideration for approval is for the financing of the construction of the building.

ATTACHMENTS

1. Res - 2611 Commitment Letter for 624-626 N Main FNB Financing
2. ComLtr 1-12-26 $1.69mm IDA Danville

PRESENTED: MARCH 10, 2026

ADOPTED: MARCH 10, 2026

RESOLUTION NO. 2026-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING THE COMMITMENT TO OBTAIN FINANCING WITH FIRST NATIONAL BANK FOR REDEVELOPMENT AT 624-626 NORTH MAIN STREET, DANVILLE, VIRGINIA

NOW THEREFORE, BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia, that it approves and authorizes a commitment to obtain financing through First National Bank in an amount not to exceed One Million Six Hundred Ninety-Eight Thousand Five Hundred Sixty-Five and 00/100 dollars ($1,698,565) for the redevelopment of 624-626 North Main Street, Danville, Virginia; and

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 commitment and such other documents as needed to complete this transaction.

Approved:

____
Chairman

Attest:

____
Secretary

Approved as to
Form and Legal Sufficiency:

____
City Attorney

FIRST NATIONAL BANK
EST. 1908

January 12, 2026

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 Industrial Development Authority of Danville, Virginia (Borrower) in the amount of **$1,698,565.00**. The making and funding of this financing is expressly subject to the terms and conditions as set forth below:

BORROWER

Industrial Development Authority of Danville, Virginia

AMOUNT OF FINANCING

$1,698,565.00 Non-Revolving Construction Line of Credit to Term Loan

PURPOSE

To provide funding for stabilizing the building, building out the commercial floor, roughing in the residential floor on the second and third floor on 624-626 N. Main St., Danville, VA 24541.

FEES

Loan Fee = 1.0%

RATE

6.25% fixed for 72 months.

REPAYMENT

On demand, otherwise 12 monthly interest only payments, then converting to principal and interest payments amortized over 20 years with a 5-year balloon.

PREPAYMENT PENALTY

A prepayment penalty of 1.00% will be assessed on the principal balance if prepaid from any refinancing outside of First National Bank. A prepayment penalty will not be assessed if the loan is prepaid by the IDA’s cash flow.

COLLATERAL

This loan will be secured by a 1st Deed of Trust and Assignment of Rents on commercial property located at 624-626 N. Main St., Danville, VA 24541. City of Danville Parcel # 03371.

GUARANTORS

Non-binding Moral Obligation of the City of Danville

REQUIREMENTS

An “as is” and “as completed” appraisal will be required. LTV not to exceed 80%.

Draws from the construction Line of Credit shall be advanced on a percentage of completion basis, pursuant to an Application and Certificate for payment utilizing an AIA document or a draw schedule approved by the bank.

Borrower is to reimburse the Bank for inspections performed during the construction process.

A maximum of one draw will be allowed per month. Requests for draws should be properly supported by invoices for work completed and/or a summary of fund usage. The Bank may take up to 10 days to review said invoices, complete the physical inspection of the improvements and receive the title update, prior to the release of funds.

All change orders are required to be in writing and approved by the Bank.

Construction LTV not to exceed 100% of construction budget.

Assignment of plans, specs, permits, and contracts.

Builders Risk, General Liability and Hazard Insurance with First National Bank listed as mortgagee.

Borrower to maintain their deposit relationship with First National Bank.

Flood insurance required, if applicable.

Receipt, Review & Approval by Bank of final contract with Quality Construction of Danville, Inc., prior to Loan Closing.

Receipt and review of Building Permit listing the correct Mechanics Lien Agent (MLA).

The Borrower will allow First National Bank to place “finance by” signage in visible location on property.

CONDITIONS

By signing this Commitment Letter, you are granting the Bank permission to speak with your Builder to discuss procedural constraints that are not limited to but include such items as changes orders, the draw funding process and coordination of the final draw funding with the permanent loan closing.

Customary lender, title examination and settlement conditions shall apply.

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

All costs incidental to the granting of this loan, including title fees, legal fees, appraisal fees, surveys, etc. shall be borne by the borrower.

Construction is to be completed in accordance with approved plans and specifications. Any changes must be approved by the Bank.

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.

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:

- Substantial 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) day's 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);

- Any material adverse change, in the sole opinion of the Bank, in the financial condition of the Borrower.

- In the event of default, including the failure of the Borrower to provide the financial statements as required under the loan agreement, 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 actually 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.

DISCLAIMER

The Bank is not a construction manager. Inspections and requirements for draws under the terms of the loan are for the sole purpose of protecting the Bank's lien position and should not be construed as inspections for completeness or quality.

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 **March 27, 2026** (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 **April 3, 2026**, (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 Industrial Development Authority of Danville, Virginia. Should you have any questions regarding this commitment, please do not hesitate to call me at 434-483-6616.

Sincerely

FIRST NATIONAL BANK

By: ______________________________
RJ Weaver, Senior Vice President

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

Industrial Development Authority of Danville, Virginia

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

Industrial Development Authority

STAFF REPORT

DATE: March 10, 2026

TO: Industrial Development Authority

FROM: Samantha Bagbey, Project Manager
Kelvin Perry, Assistant Director of Economic Development and Tourism

RE: Resolution to approve the commitment letter for the financing of the maintenance and repairs of 310-312 Main Street and the refinancing of 206-208 N Union Street with the total of $953,250 through First National Bank.

At the January Industrial Development Authority meeting, the board approved moving forward with the maintenance and repairs of 310-312 Main Street, a prominent building upon entering the River District. This building was one of the first redevelopment projects by the Industrial Development Authority when the River District Master Plan was implemented fifteen years ago. Since then, the building has seen several tenants and remains a prominent building on Main Street. Burton Construction will perform many repairs and maintenance tasks to the building, but the most impactful items are window replacements, finishing the basement so it is usable for the tenants, fixing foundation issues, and fixing safety issues.

The IDA completed the redevelopment of its property located at 206–208 N. Union Street in 2020. The project resulted in the creation of seven new commercial retail spaces totaling 9,588 square feet, designed to accommodate small commercial and retail businesses. The total project cost was $2.5 million; after applying incentives and Historic Tax Credits, the net project cost was reduced to $1.3 million. The redevelopment was financed through Atlantic Union National Bank, which has a current outstanding balance of $653,250. As of today, four of the seven retail spaces are occupied under active lease agreements.

The commitment letter that is under consideration for approval is for the financing of the construction and repair work previously described for the 310-312 Main Street building and the refinancing of the 206-208 N Union building.

ATTACHMENTS

1. Res - 2612 FNB Financing for 310-312 Main and 206-208 N Union
2. ComLtr 1-12-26 $653m & $300m IDA Danville 206-208 N Union St

PRESENTED: MARCH 10, 2026

ADOPTED: MARCH 10, 2026

RESOLUTION NO. 2026-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A COMMITMENT LETTER FOR THE FINANCING FOR REPAIRS AND MAINTENANCE AT 310-312 MAIN STREET, DANVILLE, VIRGINIA, AND THE REFINANCING OF 206-208 NORTH UNION STREET, DANVILLE, VIRGINIA WITH FIRST NATIONAL BANK

NOW THEREFORE, BE IT RESOLVED, that the Industrial Development Authority of Danville, Virginia hereby approves and authorizes a commitment letter for financing through First National Bank in an amount not to exceed Nine Hundred Fifty-three Thousand Two Hundred Fifty and 0/100 dollars ($953,250) for repairs and maintenance at 310-312 Main Street, Danville, Virginia and for the refinancing of 206-208 North Union Street, Danville, Virginia; 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 commitment letter and such other documents as needed to complete this transaction.

Approved:

____
Chairman

Attest:

____
Secretary

Approved as to
Form and Legal Sufficiency:

____
City Attorney

FIRST NATIONAL BANK

EST. 1908

January 12, 2026

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 $953,250.00. The making and funding of this financing is expressly subject to the terms and conditions as set forth below:

BORROWER

Industrial Development Authority of Danville, Virginia

AMOUNT OF FINANCING

Loan #1	$653,250.00	Term Note
Loan #2	$300,000.00	Term Note

PURPOSE

Loan #1	To provide funding for refinance of 206-208 N Union St., Danville, VA 24541 in the amount of $653,250 and to pay off existing term debt on the property held with Atlantic Union Bank.
Loan #2	Provide funding repairing and building out the basement floor, new awning, repairs, window replacement, interior and exterior wood and drywall replacement/repairs on first floor and replacing partial flooring, drywall fix and replace, window replacement on second floor on 310-312 Main St., Danville, VA 24541.

FEES

Loan #1	Loan Fee = 0.50%
Loan #2	Loan Fee = 0.50%

RATE

Loan #1	6.25% fixed for 60 months. (Taxable).
Loan #2	6.25% fixed for 60 months. (Taxable).

REPAYMENT

Loan #1	On demand, otherwise monthly principal and interest payments amortized over 15 years with a 5-year balloon.
Loan #2	On demand, otherwise monthly principal and interest payments amortized over 20 years with a 5-year balloon.

COLLATERAL

Loan #1	The loan will be secured by a 1st Deed of Trust and an Assignment of Rents on commercial property located at 206-208 N Union St., Danville, VA 24541. City of Danville Parcel # 24488.
Loan #2	The loan will be secured by a 1st Deed of Trust and Assignment of Rents on commerical property located at 310-312 Main St., Danville, VA 24541. City of Danville Parcel #'s 25140, 26819, 22470 & 26820.

GUARANTORS

Loan #1 & #2	Non-binding Moral Obligation of the City of Danville

PREPAYMENT PENALTY

A prepayment penalty of 1.00% will be assessed on the principal balance if prepaid from any refinancing outside of First National Bank. A prepayment penalty will not be assessed if the loan is prepaid by the IDA's cash flow.

REQUIREMENTS

Loan #1	An appraisal will be required and the loan to value shall not exceed 80%.
Loan #2	An appraisal will be required and the loan to value shall not exceed 80%.

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.

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 **March 27, 2026** (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 **April 3, 2026**, (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 Industrial Development Authority of Danville, Virginia. Should you have any questions regarding this commitment, please do not hesitate to call me at 434-483-6622.

Sincerely,

FIRST NATIONAL BANK

By: ______________________________
RJ Weaver, Senior Vice President
Danville Market Leader

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

Industrial Development Authority of Danville, Virginia

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

Industrial Development Authority

STAFF REPORT

DATE: March 10, 2026

TO: Industrial Development Authority

FROM: Samantha Bagbey, Project Manager

RE: Resolution to approve the lease renewal agreementat 527 Bridge Street - Suite 200 with Southside Business Technology Center d/b/a The Launch Place

The Launch Place has been a tenant at 527 Bridge Street for several years and is continuing their lease with the IDA. They currently lease 3,000 square feet on the second-level of 527 Bridge Street. They are opting to renew their lease, which offers The Launch Place the opportunity to request four additional 12-month renewals. The documents included in this action item are a lease renewal that includes a common area maintenance fee, the resolution for approval, and the maintenance check sheet.

ATTACHMENTS

1. Res - 2613 Launch Place Lease Agreement 2026
2. Attachment A - Maintenance Check Sheet - Suite 200
3. Launch Place - Suite 200 - 2026 renewal

PRESENTED: <u>MARCH 10, 2026</u>

ADOPTED: <u>MARCH 10, 2026</u>

RESOLUTION NO. 2026-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A LEASE AGREEMENT BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA AND SOUTHSIDE BUSINESS TECHNOLOGY CENTER, d/b/a THE LAUNCH PLACE FOR THE PROPERTY IDENTIFIED AT 527 BRIDGE STREET, DANVILLE, VA 24541 SUITE 200 AND BEARING TAX PARCEL ID #26821

NOW THEREFORE, BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia (IDA), that it hereby approves and authorizes a lease agreement between the Industrial Development Authority of Danville, Virginia and Southside Business Technology Center, d/b/a The Launch Place substantially in the form attached hereto and made a part hereof, as if fully setout herein; 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 new Lease Agreement and any other documents necessary to complete the transaction described in this resolution.

Approved:

____
Chairman

Attest:

____
Secretary

Approved as to
Form and Legal Sufficiency:

____
City Attorney

MAINTENANCE CHECKLIST

PROPERTY ADDRESS: 527 Bridge St, Danville, Virginia, 24541 - Suite 200

Building Upkeep	Tenant	Landlord
HVAC	☐	☑
Roof	☐	☑
Elevator	☐	☑
Plumbing *(Routine upkeep, i.e. clogs, loose handles/fixtures)*	☑	☐
Facade* *(if in the River District, must be approved prior by RDDC)*		
-Improvement/Changes	☑	☐
-Repairs	☐	☑
Fire Spinkler	☐	☑
Building Services		
-Gas	☑	☐
-Electricity	☑	☐
-Water/Sewer	☑	☐
-Grease Trap	☐	☐
-Hood System	☐	☐
-Internet	☑	☐
-Pest Control	☐	☑
-Snow Removal	☐	☑
-Lawn Care	☐	☑
-Trash Removal/Dumpster	☐	☑
Taxes		
-Personal Property	☑	☐
-Real Estate	☑	☐

If tenant cannot provide documentation for routine maintenance services, Tenant will be responsible for replacement costs. **Initial:** ______

"I have read and understand the tenant and landlord responsibilities as listed above."

Tenant Signature:______________________________ **Date:**__________

IDA Chairman Signature:______________________________ **Date:**__________

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into and effective as of this **_109 day of __MARCH, 2026**, between the **INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia ("Landlord"), **and SOUTHSIDE BUSINESS TECHNOLOGY CENTER, d/b/a THE LAUNCH PLACE ("TENANT")**

WITNESSETH

FOR and in consideration of the mutual promises and covenants of the parties to this Lease, the parties do covenant and agree as follows:

1. Definitions: The following words or phrases shall have the following meanings when used in this Lease, unless otherwise specifically provided:

   "Agreement" shall mean this lease agreement including all terms, conditions, rights, and responsibilities between the above-named Landlord and Tenants.

   "Building" shall mean all of the building or other structure located on, or hereafter placed upon, **527 BRIDGE STREET, DANVILLE, VA 24541 SUITE 200 and bearing tax Parcel ID number #26821.**

   "Commencement date" shall mean **APRIL 1, 2026**.

   "Premises" shall mean the second floor of the building (approximately 3,000 sq ft) known as 527 BRIDGE STREET, DANVILLE, VA 24541 SUITE 200 and bearing tax Parcel ID number #26821.

   "Real Estate Taxes" shall mean all real estate taxes, assessments, or charges upon all or any portion of the Entire Property or any Buildings or improvements thereon or the Premises or improvements thereon.

2. Recitals: The parties to this Lease recite the following facts:

   A. Landlord is the Industrial Development Authority of Danville, Virginia (IDA), a political subdivision of the Commonwealth of Virginia.

   B. Tenants are **SOUTHSIDE BUSINESS TECHNOLOGY CENTER, d/b/a THE LAUNCH PLACE**

   C. The Landlord desires to lease the Premises to the Tenants and the Tenants desires to lease the Premises from the Landlord for the primary purpose of operating **AN OFFICE, FILESTORAGE, AND CLERICAL PURPOSES.**

3. Lease of Premises:

Landlord hereby leases to Tenants, and Tenants hereby leases from the Landlord the Premises, described above in Paragraph 1.

4. Term:

A. Initial Term:
The initial term of this Lease ("Term") shall begin upon the commencement date of this Lease by the parties hereto and shall extend for **TWELVE (12) MONTHS** after the Commencement Date to the Termination Date.

B. Renewal Lease Term:
If the Lease is still in full force and effect, Tenant, with written approval by Landlord, may renew the lease. Renewal may be for as many as four (4) new twelve (12) month renewals, provided written notice of the election to renew shall be delivered to Landlord not less than sixty (60) days prior to the expiration of the previous lease term. If said extension is duly exercised by Tenant and approved by Landlord, the Term of this Lease shall be automatically extended for an additional twenty-four-month period upon all of the same terms, provisions and conditions set forth in this Lease **except** the new amount of rent for each renewed term.

5. Rent:

A. Tenant shall pay as rent to Landlord during the term **THREE THOUSAND TWOHUNDRED NINETY-TWO DOLLARS ($3,292.00)** per month for the lease beginning on **APRIL 1, 2026**. Rent is payable and due in advance on the first day of each calendar month by one of the payment options below. The rental payment amount for any partial calendar months included in the Lease term shall be prorated on a daily basis.

B. Rent for the space has been calculated at the following rates per month:
   a. Base Rent: $3,000/month
   b. Common Area Maintenance Fees - $1.17 x 2,640sqft = $3,510 per year / 12 months = $292/month

C. Payment Options:
   a. Auto-Draft
   b. Dropped off: Danville Office of Economic Development and Tourism
      420 Memorial Drive – Suite 200
      Danville, VA 24541
   c. Mailed to: Danville Office of Economic Development and Tourism
      P.O. Box 3300
      Danville, VA 24543-3300

D. If Rent is not paid by the fifth (5th) day of each calendar month (or if such day is a Non-Business Day, the immediately preceding day that is not a Non-Business Day), Tenant shall pay to Landlord, as Additional Rent, a late payment fee equal to five percent (5%) of the amount due plus interest accruing on the delinquent amount owed until paid, equal to the then applicable judgment rate of interest set forth in Virginia Code § 6.2-302 as amended, currently at six percent (6%) per annum.

6. Maintenance, Improvement and Repairs:

A. Tenants shall make, at Tenant's expense, all necessary improvements to the Premises including floors, walls, ceilings, plumbing, and lighting.

B. Routine on-going repairs of interior areas not defined as the Premises and the exterior of the building including the roof, walls, foundation, gutters, downspouts, drainage systems, (signage excepted) shall be responsibility of the Landlord. See attachment A.

C. If Repairs relate to an insurable claim, the Party entitled to insurance recovery must pay for the repairs.

D. Tenants are responsible for their own trash disposal, janitorial, any needed security services, and any routine maintenance and inspections of necessary items listed in attachment A.

7. Alterations and Improvements:

A. Landlord's written consent is required to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Premises as Tenants may deem desirable at Tenant's expense. Provided the same shall not adversely affect the structural integrity of the Building and are made in compliance with all applicable codes and are otherwise performed in a workmanlike manner and utilizing good quality materials.

B. Tenants shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Premises and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenants at the commencement of the Lease term or placed or installed on the Leased Premises by Tenants, thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenants shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenants at Tenants' expense.

8. Use.

A. Tenants shall not use nor cause to be used all or a portion of the Premises for any of the following: 1) sexually oriented adult entertainment, 2) bookstore or magazine shop selling pornographic materials, 3) billiard parlor or pool hall, 4) any use which is not permitted by right under zoning classification applicable to the Premises, and 5) any other use which is illegal under any laws applicable to the Premises.

B. Tenants shall use Premises for the operation **AN OFFICE, FILESTORAGE, AND CLERICAL PURPOSES.**. In the event that Tenants no longer uses Premises as described, this Lease shall end upon thirty (30) days' notice by Landlord.

9. Taxes.

A. Personal Property Taxes: Tenants shall be responsible for paying all personal property taxes with respect to Tenants' personal property at the Premises.

B. Real Estate Taxes: Tenants shall be responsible for paying all real estate taxes for the Premises (approximately **3,000sq ft) known as 527 BRIDGE STREET, DANVILLE, VA 24541 SUITE 200 and bearing tax Parcel ID number #26821.**

C. Tenant will receive separate invoice(s) for respective property tax from The City of Danville Finance Department.

.

10. Insurance.

A. Landlord shall maintain fire and extended coverage insurance on the Building and the Entire Property in such amounts as Landlord shall deem appropriate.

(i) Tenant shall be responsible, at their expense, for fire and extended coverage insurance on all personal property, including removable trade fixtures, located in the Premises.

B. Tenants and Landlord shall, each at their own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, 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. Landlord shall be listed as an additional interest on Tenants' policy or policies of comprehensive general liability insurance, and Tenants' compliance with this Paragraph. Tenants shall obtain the agreement of Tenants' insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

11. Utilities.

Tenants shall pay all charges for water, sewer, gas, electricity, telephone, internet and all other services of and for leased premises.

12. Signs.

Tenants shall have the right to place on the Premises any sign which is permitted by applicable zoning ordinances and private restrictions. Tenants shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenants.

13. Entry.

Landlord shall have the right to enter upon the Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with business of the Tenants on the Premises. Landlord will attempt to contact Tenants twenty- four (24) hours prior to entry except in the case of an emergency in which case no notice would be required.

14. Damage and Destruction.

If the Premises or any part thereof or any appurtenance thereto is so damaged, not caused by Tenants, by fire, casualty, or structural defects that the same cannot be used for Tenants' purposes, then Tenants shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage, not caused by Tenants, to any part of the Premises, and if such damage does not render the Premises unusable for Tenants' purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, epidemics, swarms of boll weevils, plagues of locusts, inability to obtain necessary permits, materials, or labor or other matters, which are beyond the reasonable control of Landlord. Tenants shall be relieved from paying rent and other charges during any portion of the Lease term that the Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenants' purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenants. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence, which is beyond Tenants' reasonable control, and which renders the Premises, or any appurtenance thereto, inoperable, or unfit for occupancy or use, in whole or in part, for Tenants' purposes.

15. Default.

If default shall at any time be made by Tenants in the payment of rent when due to Landlord as herein provided, and if said default shall continue for five (5) days after written notice thereof shall have been given to Tenants by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenants, and such default shall continue for ten (10) days after notice thereof in writing to Tenants by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenants written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenants default, either in law or equity.

16. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenants of its obligations hereunder, Landlord will keep and maintain Tenants in exclusive, quiet, peaceful, undisturbed, and uninterrupted possession of the Leased Premises during the term of this Lease.

17. Condemnation.

If any legally, constituted authority condemns the building or such part thereof which shall make the Premises unsuitable for leasing, this Lease shall cease when the public authority issues the condemnation order, and Landlord and Tenants shall account for rent as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. Subordination.

Tenants accept this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenants agree that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust, or other lien now existing or hereafter placed upon the Leased Premises of the Building and Tenants agree upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request Tenants agree that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenants alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

19. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord:
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 24541

If to Tenants:
Southside Business Technology Center, d/b/a The Launch Place
C/O Eva Doss
527 Bridge Street – Suite 200
Danville, VA 24543

20. Brokers.

Tenants represent that Tenants were not shown the Premises by any real estate broker or agent and that Tenants have not otherwise engaged in any activity, which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

21. Waiver.

No waiver of any default of Landlord or Tenants hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenants shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

22. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

23. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenants and their respective legal representatives, successors and assigns.

24. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

25. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenants to Landlord specifying the default, Tenants may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenants shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the Landlord of five percent (5%) per annum. If this Lease terminates prior to Tenants' receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenants on demand.

26. Compliance with Law.

Tenants shall comply with all laws, orders, ordinances, and other public requirements now or hereafter pertaining to Tenants' use of the Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

27. Applicable Law and Entire Agreement.

A. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

B. 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.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Landlord:

Industrial Development Authority
of Danville, Virginia

By: ______________________________

Name: T. Neal Morris
Its: Chairman

Tenant:

Name: **Southside Business Technology Center, A Virginia Corporation**

By ____________________________________

Name: Eva Doss

Title: President and CEO

Industrial Development Authority

STAFF REPORT

DATE: March 10, 2026

TO: Industrial Development Authority

FROM: Corrie Bobe, Director of Economic Development and Tourism
Michael Adkins, Assistant City Manager-Chief Financial Officer

RE: A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing a lease agreement with 18F Danville LLC for parking spaces within the property identified as the North Union Street Parking Garage and bearing tax parcel ID #20432.

Staff requests approval of a Parking Lease Agreement between the Industrial Development Authority of the City of Danville and 18F Danville LLC for use of parking spaces in the North Union Street Parking Deck. The lease supports the multi-family residential development located at 18 North Floyd Street (The Morotock Lofts) by providing exclusive parking rights for a minimum of 35 and up to 50 spaces. The agreement establishes a monthly lease rate of $50 per space, with rates adjusting every five years. The lease term is 15 years with three additional 10-year options for renewal, providing long-term parking certainty to support the residential project. Staff recommends approval of the Parking Lease Agreement as presented.

ATTACHMENTS

1. Res - 2616 N Union Street Parking Garage Spaces Lease
2. 18F Danville LLC - N. Union Street Parking Deck Parking Lease- PF signed 1.15.26

PRESENTED: ___March 10, 2026_____

ADOPTED: ____March 10, 2026_____

RESOLUTION NO. 2026-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A LEASE AGREEMENT WITH 18F DANVILLE LLC FOR PARKING SPACES WITHIN THE PROPERTY IDENTIFIED AS THE NORTH UNION STREET PARKING GARAGE AND BEARING TAX PARCEL ID #20432

NOW THEREFORE, BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia (IDA), that it hereby approves and authorizes a lease agreement with 18F Danville LLC for a minimum of thirty-five (35) and a maximum of fifty (50) parking spaces within the North Union Street Parking Garage located on Parcel ID #20432; 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 any other documents necessary to complete the transaction described in this resolution.

Approved:

____
Chairman

Attest:

____
Secretary

Approved as to
Form and Legal Sufficiency:

____
City Attorney

N. UNION STREET PARKING DECK
PARKING LEASE

This PARKING LEASE AGREEMENT (this "Agreement") is made and entered into as of the ___ day of __________, 2025, by and between **THE INDUSTRIAL DEVELOPMENT AUTHORITY (IDA) OF THE CITY OF DANVILLE, VIRGINIA** (the "Landlord"), and **18F DANVILLE LLC**, a Virginia limited liability company (the "Lessee").

Section 1. Premises: This Agreement provides Lessee with exclusive rights for up to fifty (50) parking spaces located in the proposed N. Union Street Parking Garage located at N. Union Street Parcel #20432 in Danville, Virginia in the location indicated on Exhibit A[1] (the "Premises").

Section 2. Project: Lessee will own and operate a residential apartment building known as Morotock Lofts, located at 18 N Floyd Street in Danville, Virginia (the "Project").

Section 3. Landlord's Rights: Landlord reserves the right to amend Section 10 of this Agreement by providing a 30-day prior notice of such amendment, submitted in writing to the Lessee and the Lender (as defined below), and provided such amendment does not affect the Lessee's costs or ability to exclusively utilize the provided parking spaces for the parking of passenger vehicles and/or motorcycles 24 hours a day and 365 days a year. Landlord shall incorporate technology in the Premises that guarantees the availability of leased spaces for the tenants of the Lessee. Upon any sub-lessee's failure to observe Section 10 of this Agreement, Landlord reserves the right at any time to demand the Lessee to terminate any sub-lessee's parking agreement with thirty (30) days prior written notice to the Lessee. Landlord may have vehicles ticketed, immobilized, and/or towed at the vehicle owner's expense without notice if sub-lessee violates Section 10 of this Agreement.

Section 4. Lease Option: Lessee shall have the continuing option to lease from Landlord up to fifty (50) spaces for vehicular parking by residents of the Project and their permitted guests. Lessee shall have the exclusive right to use the elected spaces 24 hours a day, 365 days a year. Upon receipt of a certificate of occupancy for the Project (the "Lease Commencement Date"), Lessee shall lease a minimum of 35 spaces. The number of spaces leased may be reset quarterly in a range within a minimum of thirty-five (35) and maximum of fifty (50) spaces.

Section 5. Rent in the amount of **$50.00** (inclusive of all impositions) per leased space is due on the 1st of each month without demand or notice. Beginning on the fifth anniversary of the Lease Commencement Date, and on each fifth anniversary thereafter, the monthly rent amount per space shall reset to the rate adopted by the Landlord (or successor) in its fee schedule for parking facilities. A late fee equal to 10% of the monthly rent will be assessed for payments received after the 5th of the month. Payments made by check are payable to: The Industrial Development Authority of Danville or the agent/management company authorized to receive payments on behalf of the IDA. CASH IS NOT ACCEPTED. Payments may be dropped off or mailed to: The Industrial Development Authority of Danville, c/o Danville Office of Economic Development and Tourism; 427 Patton Street; P.O. Box 3300, Danville, VA 24543-3300. It is Lessee's responsibility for payments to arrive on time. Checks, ACH or wire transfers that are returned for any reason will incur a $50 penalty. If any rent has become delinquent for more than 15 days, Landlord shall provide a written default notice to the Lessee. Subject to Section 17(b), Landlord reserves the right to terminate the Lease immediately should Lessee fail to cure the written default within 30 days after receipt of such notice.

Section 6. Term: This Agreement shall begin on the Lease Commencement Date and shall continue for a term of fifteen (15) years, with three ten (10) year options for renewal, with rates adjusted every five years, as described in Section 5. Lessee must provide a 60-day advanced written notice to the Landlord of its intention to terminate or modify this Agreement.

---

[1] Please attach Exhibit A.

Section 7. Interim Parking: From and after the Lease Commencement Date and until the Premises are completed and operational, the Landlord shall work with the Lessee to identify up to fifty (50) spaces within one-quarter (1/4) mile of the Project on City of Danville or Landlord -owned property for up to $30 per month, per space.

Section 8. Taxes; Utilities; Common Costs: There shall be no additional taxes, utility charges, or common area maintenance fees due from Lessee beyond the rent unless otherwise agreed in writing.

Section 9. Compliance; Operations

The Landlord shall operate and maintain the Premises and any substitute facilities in a commercially reasonable manner consistent with other public parking assets. Lessee shall cooperate with reasonable access or permit procedures established by the Landlord.

The Landlord shall provide and maintain illumination for the Premises and all means of pedestrian and vehicular access and egress thereto and therefrom, which are owned by the Landlord, including any elevators and stairwells in the Premises, from dusk to daylight, on such light standards and locations and at such levels of illumination as are agreeable to the Lessee.

If the Landlord fails to perform its duties and obligations under this Agreement, the Lessee may at any time give written notice to the Landlord setting forth the specific items of nonperformance and requesting that the Landlord remedy the nonperformance. If such nonperformance is not corrected within thirty (30) days after receipt of such notice, or if such nonperformance is such that it cannot be corrected within such time, and if the Landlord fails to commence the performance of such duties within such period and diligently prosecute the same to completion thereafter, then, in either such event, the Lessee shall have the right, upon prior written notice to the Landlord, to perform such duties at the expense of the Landlord, including the right and temporary license to enter upon the Premises to perform the same. [2] Landlord shall reimburse Lessee for Lessee's expenditures incurred pursuant to this paragraph within thirty (30) days of receipt of an invoice from the Lessee.

Section 10. Parking Rules and Regulations: Lessee shall require that all sub-lessees (1) use the Premises solely to park passenger vehicles and/or motorcycles and not utilize the parking spaces for any other purpose, (2) provide current license plate information for their vehicle and (3) park within the designated area of the Premises. Storage or disposal of any animals, explosives, gasoline, or other flammable material, hazardous waste, contaminant, oil, or radioactive material is expressly prohibited. Smoking is also prohibited. Lessee or its sub-lessees shall not make any alterations or post any signage to the Premises without the written consent of Landlord. The use of freezers, refrigerators or any other electrical device that requires electrical power from the Premises is not permitted. Vehicles must have current license plates and if, required by law, emissions stickers, be in working order [and be able to be moved within 24 hours of Landlord's request.][3] Landlord may require a vehicle to be removed if a vehicle is found to be non-operable, excessively leaking fluids, or in other violation of this Section 10 at the vehicle owner's expense. Commercial or repair activities are not allowed unless deemed necessary to permit a vehicle to be moved. Landlord will also provide access to this Section 10 to the Lessee which may be immaterially modified to clarify garage operations, equipment, and other rules that must be followed by all Lessee's sublessees, their guests and visitors.

Section 11. Access Control: Landlord will provide Lessee with parking access cards ("Access Cards") at a quantity equal to the number of leased parking spaces which shall be used to permit one vehicle at a time in the Premises and in sequence (entrance must be followed by exit). The initial cost to Lessee shall be $20.00 per Access Card and shall be non-refundable. Lessee will be responsible for distributing Access Cards to its end users and, subject to Section 17(c) of this Agreement, will have a period of 30 days after the termination of this Agreement to collect and return the Access Cards to Landlord. The fee for any new, lost, stolen, or damaged Access Card during any term of this Agreement shall be $20.00 per Access Card ("Card Fee") and shall be non-refundable.

---

[2] Lessee needs additional rights if Landlord fails to enforce and spaces are not available for residents (notice to Landlord and towing enforcement, rent setoff).

[3] For what purpose would vehicles need to be removed within 24 hours of Landlord's request?

Section 12. Subleases under this lease to any individual that is not a resident of the Project is prohibited unless Lessee receives the written consent of the Landlord.

Section 13. Assignment of this Agreement by the Lessee may not occur without the Landlord's prior written consent, not to be unreasonably withheld, conditioned, or delayed and the Lender's prior written consent in its sole discretion. Notwithstanding the foregoing, assignment to a successor owner of the Project shall be deemed approved with prior written notice to the Landlord and the Lender.

Section 14. Landlord is not responsible for theft or damage to vehicles or their contents and may request sub-lessees to park in alternative locations in accordance with Section 7 of this Agreement to allow for repairs and maintenance activities from time to time.[4]

Section 15. Accessible (handicap) Spaces may be subleased only to residents or caretakers transporting residents with documented physical disabilities. Use of these spaces is included in the 50 parking spaces contemplated by this Agreement.

Section 16. Electrical Vehicles: No EV charging stations are available on the Premises.

Section 17. Lender Protections; Non-Disturbance; Estoppel

(a) **Collateral Assignment:** The Landlord consents to Lessee's collateral assignment of this Agreement to Lessee's senior mortgagee or deed of trust beneficiary from time to time (each, a "Lender"). No further consent shall be required to affect any such collateral assignment, provided the Landlord receives written notice of the Lender's name and notice address.

(b) **Notice and Cure:** The Landlord shall provide any Lender of whom it has been notified with a copy of any notice of default to Lessee. A Lender shall have the right, but not the obligation, to cure any default within thirty (30) days after the later of Lessee's cure period or Lender's receipt of written notice of default for monetary defaults, and within sixty (60) days for non-monetary defaults, provided that if a non-monetary default cannot with diligence be cured within sixty (60) days, the cure period shall be extended for so long as the Lender is diligently prosecuting the cure. Notwithstanding the foregoing, no default shall be deemed to exist so long as Lender in good faith (1) shall have promptly commenced to cure, or caused to be commenced the cure of, the default identified in the default notice on which it is copied, and shall have prosecuted, or caused to be prosecuted, such cure to completion with reasonable diligence and continuity, subject to unavoidable delays which for purposes of this Section shall include causes beyond the control of such Lender instead of causes beyond the control of Lessee.

(c) **New Lease Right:** If this Agreement is terminated or rejected by reason of any default by Lessee or in any foreclosure, deed in lieu, insolvency, or similar proceeding, then upon written request by any Lender made within sixty (60) days after such event, the Landlord shall enter into a new parking lease with the Lender or its designee on the same terms and conditions as this Agreement for the unexpired balance of the term then remaining.

Estoppel: Upon not less than twenty (20) days' prior written request by a party or any Lender, the Landlord or Lessee, as applicable, shall execute and deliver an estoppel certificate confirming the Lease Commencement Date, the term then remaining, the amount of rent, and whether any known defaults exist, and such other customary matters reasonably requested.

---

[4] If Landlord requests an alternative location for parking, will rent be adjusted?

(d) SNDA. Lessee shall not be required to subordinate its interest in this Agreement to any existing or future deed of trust or mortgage without Landlord first obtaining and recording, for the benefit of Lessee, an agreement of non-disturbance with such lender on commercially reasonable terms acceptable to Lessee and lender, which shall provide that, so long as Lessee is not in default under this Agreement (beyond applicable notice and cure periods) this Agreement and Lessee's rights hereunder shall not be disturbed by reason of default or failure of Landlord to observe or perform any covenant or obligation secured by such deed of trust or mortgage and that foreclosure or other enforcement of such deed of trust or mortgage shall be subject to this Agreement. Landlord represents and warrants to Lessee that it has full right and ability to enter into this Agreement and that it has good and marketable fee simple title to the Premises.

(e) Lender Liability: No Lender shall become liable under the provisions of this Agreement unless and until such time as it becomes, and then only for so long as it remains, the legal owner of record of any interest in the lease or real property described herein.

Section 18. Termination: Lessee may terminate this Agreement, in whole or in part, on sixty (60) days written notice to the Landlord provided that, no such termination shall be effective unless it is accompanied by the prior written consent of the Lender. The Landlord may terminate only for an event of default that remains uncured after notice and the cure periods described under Section 17(b), and any Landlord termination is subject to Section 17(c). Subject to Section 17(b), an Event of Default means: (i) nonpayment of rent continuing thirty (30) days after written notice to the Lessee and the Lender; or (ii) a material breach not cured within sixty (60) days after written notice to the Lessee and the Lender, or, if not curable within sixty (60) days, then within a reasonable time while diligently curing. Upon termination of this Agreement but subject to Section 17(c), the Lessee shall promptly remove and/or cause sub-lessees to promptly remove all belongings and vehicles from Premises. If Lessee or any sublessees fail to promptly remove any personal property, Landlord shall retain any rights permitted by law or ordinance to presume that Lessee or sublessee has abandoned the personal property and may dispose of the personal property in any matter that Landlord, in Landlord's reasonable discretion, determines is appropriate. Landlord will not be required under this Agreement to store any items of personal property that Lessee or sublessee leaves behind unless required by law or ordinance.

Section 19. Insurance; Indemnity, Condemnation

(a) Liability Insurance: Each party (other than the City) shall maintain customary liability insurance covering its activities under this Agreement in a minimum amount of $1,000,000.00 per occurrence. Each party (other than the City) shall be included as an additional insured under the other party's liability policy. The Landlord shall also maintain commercial property insurance covering the Premises in an amount not less than the full replacement value. The Landlord releases Lessee from responsibility and liability (by way of subrogation or otherwise) for loss or damage to the property (real or personal) of the releasing party arising out of fire or other insurable peril covered by commercial property insurance required to be maintained under this Agreement. Landlord agrees to include a waiver of subrogation in its casualty insurance policy. Except to the extent of the forgoing release and waiver of subrogation, and to the extent permitted by law, each party shall indemnify the other for claims arising from its own negligence or willful misconduct. The Landlord does not assume responsibility for damage to vehicles or contents except where caused by its negligence.

(b) Major Damage: In the event of any damage or destruction to all or any portion of the Premises which reduces the number of spaces available to the Lessee to less than 50, the Landlord shall undertake to repair or rebuild such facility as promptly as reasonably possible after the date of such damage or destruction. The Landlord shall exercise due diligence in discovering any damage or destruction. During the period in which repairs are being made after the discovery of such damage, the Landlord shall provide temporary parking to the Lessee at the then current rate within one-quarter (1/4) mile of the Project.

(c) **Condemnation:** If, at any time during the term of this Agreement, there shall be a taking by eminent domain or the exercise of the power of condemnation (including voluntary sale in lieu of condemnation) of all or substantially all of the Premises such that the spaces are no longer available for use by the Lessee, then the Landlord shall make up to 50 parking spaces available to Lessee within one quarter (1/4) of a mile from the Project in a single parking facility at no charge for the remaining term of this Agreement but otherwise subject to the terms and conditions of this Agreement. In the event of delay between the date the Lessee is unable to use the spaces in the Premises as a result of such condemnation, and the provision of replacement parking, the Landlord shall provide temporary parking. Nothing contained herein shall be construed to prevent the Lessee from asserting against the condemning authority any claim for damages or seeking from the condemnor its share of condemnation proceeds to which it may be entitled on account of the leasehold interest, or from collecting relocation costs and expenses.

If, at any time during the term of this Agreement there shall be a taking by eminent domain or the exercise the power of condemnation (including voluntary sale in lieu of condemnation), and as a result of such action only a part of the Premises is taken, but the spaces in the Premises remain available for use by Lessee in substantially the same manner as prior to such condemnation (as determined by the Lessee in its sole discretion), then the Lessee shall be entitled to continue its use of the spaces in such manner and this Agreement shall remain in full force and effect.

Section 20. Jurisdiction and Venue: 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 any 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.

Section 21. Notices:
All notices shall be in writing and delivered personally, via overnight courier, or certified mail to:

If to the Landlord:
City of Danville, Virginia
P.O. Box 3300
Danville, VA 24543

If to Lessee:
18F Danville LLC
1007 W Trinity Ave.
Durham, NC 27701

If to the Lender:
Virginia Housing Development Authority
601 S. Belvidere Street
Richmond, VA 23220
Attention: [________].

With a copy to:
Virginia Housing Development Authority
601 S. Belvidere Street
Richmond, VA 23220

Attention: Chief Counsel

Section 22. Miscellaneous:

(a) So long as Lessee pays all rent reserved under this Agreement and fully performs the obligations on its part to be performed hereunder and no event of default occurs hereunder, then Lessee shall peaceably hold and quietly enjoy the Premises subject to the terms of this Agreement.
(b) This Agreement may be executed in counterparts and transmitted electronically.
(c) Headings are for convenience and do not affect interpretation.
(d) If any provision is found invalid, the remainder shall remain enforceable.
(e) This Agreement is the entire agreement between the parties regarding the subject matter and supersedes all prior discussions or understandings.
(f) Except as provided in Section 3, this Agreement may be amended only by a written instrument signed by the parties and the Lender.
(g) If the Landlord has received written notice of a Lender's name and address, the Landlord will send that Lender a copy of any notice given under this Agreement.
(h) This Agreement shall be evidenced by a recorded memorandum of lease in form and substance satisfactory to the parties hereto and the Lender.

The below signed hereby agree to the above rules and payments which govern parking.

LANDLORD:

INDUSTRIAL DEVLEOPMENT AUTHORITY OF DANVILLE, VIRGINIA, a political subdivision of the Commonwealth of Virginia

By: Industrial Development Authority of Danville, Virginia

By: ________________________________
T. Neal Morris, Chairman

LESSEE:

18F Danville, LLC, a Virginia limited liability company

By: 18F DANVILLE MANAGER LLC, a Virginia limited liability company,
Its: Manager

By:________________________________
Peter Flotz, Manager

EXHIBIT **A**

Premises

The Premises referenced in Section 1 of this Parking Lease Agreement consist of parking spaces located within the proposed N. Union Street Parking Garage on Parcel No. 20432, City of Danville, Virginia.

The parcel map below is provided for reference purposes only and is not a survey, does not depict exact boundaries, and shall not be relied upon for legal description, dimensions, or title matters.

Parcel Referenced in Blue.

Industrial Development Authority

STAFF REPORT

DATE: March 10, 2026

TO: Industrial Development Authority

FROM: Michael Adkins, Assistant City Manager-Chief Financial Officer

RE: Resolution to approve and authorize an agreement of purchase and sale for the purchase of 645 Monument Street (Parcel #21584) from Garfield Clark and Latoya Shane Clark.

Staff requests approval of the purchase of 645 Monument Street (Parcel 21584) as it is ideally situated for addressing public parking needs in this area of the City. This parcel is adjacent to other properties owned by the Industrial Development Authority that will be used for off-street public parking. The opportunity to acquire 645 Monument Street and combine it with existing IDA parcels will enhance and maximize the current efforts to provide public parking. The Agreement of Purchase and Sale sets the purchase price at $180,000. Closing costs are to be paid by the IDA with closing to be scheduled no later than April 30, 2026.

ATTACHMENTS

1. Res - 2618 Purchase and Sale of 645 Monument Street to Clarks
2. PSA - 645 Monument Street

PRESENTED: __March 10, 2026

ADOPTED: __March 10, 2026

RESOLUTION NO. 2026 -____ . ____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA, APPROVING AND AUTHORIZING AN AGREEMENT OF PURCHASE AND SALE FOR THE PURCHASE OF 645 MONUMENT STREET, DANVILLE, VIRGINIA (PARCEL #21584) FROM GARFIELD CLARK AND LATOYA SHANE CLARK FOR $180,000.00 PLUS CLOSING COSTS

NOW THEREFORE BE IT RESOLVED, by the Industrial Development Authority of Danville, Virginia, that it does hereby approve and authorize the execution of a purchase agreement for the purchase of 645 Monument Street, Danville, Virginia (Parcel #21584) in the amount of One Hundred Eighty Thousand and 00/100 dollars ($180,000.00), plus closing costs, substantially in the form attached hereto; and

BE IT FURTHER RESOLVED, by the Industrial Development Authority of Danville, Virginia, that it does hereby approve and authorize the actual purchase of 645 Monument Street, Danville, Virginia (Parcel #21584) from Garfield Clark and Latoya Shane Clark; 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, of the Industrial Development Authority of Danville, Virginia, to execute any and all documents necessary to finalize the above-referenced transaction.

Approved:

____
Chairman

Attest:

____
Secretary

Approved as to
Form and Legal Sufficiency:

____
City Attorney

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE ("Agreement") is made and entered into this _______ day of January, 2026 between **GARFIELD CLARK and LATOYA SHANE CLARK,** whose address is 201 Parrish Road, Danville, Virginia (hereinafter called "Seller"), and the **INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, whose address is P.O. Box 3300, Danville, VA 24543 (hereinafter called "Purchaser").

WITNESSETH:

WHEREAS, Seller is the owner of that certain parcel of real property, identified as 645 Monument Street Danville, Virginia (Parcel #21584) along with all improvements, in the City of Danville, Virginia, more particularly described on Exhibit "A" attached hereto and incorporated herein (and shall hereinafter be referred to collectively as the "Property"); and

WHEREAS, Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the 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.

2. Purchase Price. (a) The purchase price ("Purchase Price") to be paid by Purchaser to Seller for the Property shall be One Hundred Eighty Thousand Dollars and no/100s ($180,000.00) to be paid by check or wire transfer in United States Currency.

(b) At "Closing," the Purchase Price payable by Purchaser to Seller shall be paid by cash, cashier's check or wire to the "Closing Agent".

3. Closing Agent and Deposit. The Closing agent shall be named by the Seller ten (10) business days prior to the Closing Date. A deposit of Five Thousand Dollars and no/100s ($5,000) is required as part of this sale.

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 date of this

Agreement, and shall be true and correct at and as of the Closing Date, as such term is defined in Section 10 below and used throughout this Agreement, 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) There is no action, suit, or proceeding pending or, to the knowledge of Seller, threatened against or affecting the Property or any portion thereof.

(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) Sellers represents to the best of its knowledge that the Property is free and clear of any hazardous materials, waste or other contamination and that there are no underground storage tanks located on the Property.

(d) 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.

(e) 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.

(f) Seller has not received any notice or notices of violation (or claimed violations) of any law, ordinance, order, statute, rule, regulation or any complaints, order, citation, or notice with regard to, affecting, or relating to the Property.

(g) No tax appeals are currently pending with respect to the Property.

(h) Seller has not entered into 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. Seller shall not enter into any other lease prior to Closing unless such lease is consented to by Purchaser prior to its execution.

5. Inspections. (a) Sellers and Purchaser hereby acknowledge that as of the date of the execution of this Agreement, 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 one hundred twenty (120) 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 Sellers electing to terminate this Agreement, provided such notice is delivered to Sellers 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 Closing Agent will deliver to Purchaser the Deposit, and 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 5, 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) Within ninety (90) days of the Date of this Agreement, Purchaser may obtain, at its sole option and at its sole cost and expense, a title insurance commitment ("Commitment") issued by the Closing Agent covering the Property, a survey (the "Survey") of the Property, dated subsequent to the date hereof, prepared by a licensed surveyor or Registered Professional authorized to do business in the Commonwealth of Virginia, and an Environmental Site Assessment ("Environmental Assessment") dated subsequent to the date hereof.

(d) Purchaser shall review the Commitment, the Survey and the Environmental Assessment and shall, within one hundred twenty (120) days of the Date of this Agreement, notify Sellers in writing ("Objection Notice") of any matters ("Defects") evidenced by the Commitment, the Survey, or the Environmental Assessment that adversely affect the marketability of the Property. Any such matters not specified as Defects in the Objection Notice or any Defects waived (or deemed waived) by Purchaser pursuant to the terms hereof shall be deemed Acceptable Exceptions. Upon receipt of the Objection Notice, Sellers may, but shall not be obligated to, cure such Defects. In the event that Sellers are unwilling or unable to cure any Defect(s) on or before the Inspection Completion Date ("Cure Period"), Seller shall notify Purchaser in writing then Purchaser, at Purchaser's option, may within ten (10) days thereof: (i) elect to accept title to the

Property subject to the Defects without any adjustment to the Purchase Price (in which event the remaining Defects shall be deemed Acceptable Exceptions); or (ii) terminate this Agreement by written notice thereof to Sellers, whereupon this Agreement shall be terminated, the Deposit shall be returned to Purchaser and both parties shall thereafter be released from all further obligations hereunder. In the event Purchaser fails to elect to terminate the Agreement as provided above within such 10-day period, Purchaser shall be deemed to have elected clause (i) above.

If Sellers notifies Purchaser that it intends to take action to effectuate the removal of the objected to exceptions, then Sellers shall be obligated to take all action of which it advised Purchaser in the Response Notice that it would take.

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

6. Environmental Studies and Soil Tests.

Purchaser acknowledges that prior to the Closing Date, Purchaser may conduct any environmental and soils tests with respect to the Property which Purchaser may deem necessary or advisable, and Purchaser shall rely upon such tests as well as Sellers's Representations and Warranties contained in section three (3) above, in electing whether or not to purchase the Property.

7. Covenants by Seller. Between the date hereof 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;

(h) Seller shall compile all non-privileged documents in its possession related to the history, nature, condition, description, or maintenance of the Property, including, but not limited to, any and all structures that exist on the Property, so that such documents may be transferred to Purchaser on or before Closing; and

(i) 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.

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 five (5) 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 five (5) business day period). In the event such default is not cured within such five (5) 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 at which time the deposit shall be returned to the Purchaser. 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 five (5) 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 five (5) business day period). In the event such default is not cured within such five (5) 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. Prorations. At Closing, real estate taxes, assessments and all other items of income and expense shall be prorated as of the Closing Date. Any assessments for prior years due to change in land usage or ownership, including, without limitation, rollback taxes, shall be the sole responsibility of Seller. The terms and provisions of this Section shall survive Closing.

11. Closing Costs. Purchaser shall be responsible for all closing costs.

12. Closing. The "Closing" shall be held no later than April 30, 2026, unless otherwise agreed upon by the parties to this Agreement (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 identified in Purchaser's title insurance policy;

(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 issuance of the owner's policy to Purchaser, 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

(b) At Closing, Purchaser shall deliver the Purchase Price (subject to prorations and adjustments as may be agreed upon by the parties to this Agreement).

(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, Purchaser shall pay all closing 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. 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 registered mail return receipt requested, in a postage pre-paid envelope, and addressed as follows:

If to Seller:
Garfield Clark and Latoya Shane Clark
Attn: Garfield Clark
201 Parrish Road
Danville, VA 24540

If to Purchaser:
Industrial Development Authority of Danville, Virginia
Attn: City Attorney's Office
P.O. Box 3300
Danville, VA 24541

With a copy to:
City Attorney's Office
P.O. Box 3300
Danville, VA 24541

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. Mail.

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) 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.

(b) 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.

(c) 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.

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

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

(f) 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. This Agreement may not be changed, altered, or modified except in writing signed by the party against whom enforcement of such a change would be sought. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

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

(h) The parties hereby agree that Sellar shall be allowed to use the house for up to six (6) months from the date of closing.

(i) 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.

(j) The Seller shall repair any damage to the Property caused by the removal of Seller's Personal Property, ordinary wear and tear excepted.

(h) The Seller shall be allowed to continued use of the property for up to six months from the date of closing.

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

SELLER:

By: Garfield Clark
Name: **GARFIELD CLARK**

By: LaToya Shanae Clark
Name: **LATOYA SHANE CLARK**

PURCHASER:
Industrial Development Authority of Danville, Virginia

By: ______________________________
Name: ____________________________
Title: _____________________________

Exhibit "A"

TAX PIN #21584 – 645 MONUMENT STREET, DANVILLE, VIRGINIA

FRONTING 50 feet on the eastern margin of Monument Street and running back therefrom between parallel lines 150 feet to a rear line of 50 feet; being the rear part of Lots Nos. 22, 23, and 24, as shown on a Map of Part of Property of W. H. Tunstall, deceased, dated April 1885, made by C. A. Ballou, C. E., or record in the Clerk's Office of the Circuit Court of the City of Danville, Virginia, in Deed Book "V", at Pages 78 and 79.

BEING IN FACT, Parcel No. 6 conveyed to Garfield Clark and Latoya Shane Clark, from Garfield Clark, by deed dated September 11, 2024, and recorded in the aforesaid Clerk's Office as part of Instrument #24-3202.

Industrial Development Authority

STAFF REPORT

DATE: March 10, 2026

TO: Industrial Development Authority

FROM: Kelvin Perry, Assistant Director of Economic Development and Tourism

RE: A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing an agreement with Blair Construction in an amount not to exceed $51,734.00 to install a trailer at Lockett Drive, Danville, Virginia.

Danville Community College (DCC) is actively working toward the creation of a Commercial Driver's License (CDL) program as a component of its academic offerings.

This resolution authorizes the expenditure necessary for the installation of a pre-manufactured trailer and all related infrastructure to support the CDL program located on IDA-owned property at 985 Lockett Drive, Danville, Virginia. DCC has purchased the pre-manufactured trailer, which will serve as an instructional facility for students participating in the CDL program.

Blair Construction has been contracted to install the trailer on the Lockett Drive site. Their responsibilities include installing the trailer, establishing connections for water, sewer, and all necessary power conduits to support both the site and the trailer. The total cost for complete set up is $51,734.00.

The cost associated with this project for installation and infrastructure, will be incorporated into the terms of the lease agreement to be finalized with the college. Importantly, no construction or installation work will commence until the lease agreement has been fully executed by all parties involved.

ATTACHMENTS

1. Res - 2619 Blair Construction Trailer at Lockett Drive
2. Contract Lockett Drive Utility Extension DCC - 02242026F2
3. Proposal - DCC CDL at Lockett to IDA 02242026

PRESENTED: __March 10, 2026

ADOPTED: __March 10. 2026

RESOLUTION NO. 2026-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING A CHANGE ORDER FOR ADDITIONAL RENOVATIONS AND UPFITS AT 985 LOCKETT DRIVE, DANVILLE, VIRGINIA IN AN AMOUNT NOT TO EXCEED FIFTY-ONE THOUSAND SEVEN HUNDRED THIRTY-FOUR AND 00/100 DOLLARS ($51,734.00)

NOW THEREFORE, BE IT RESOLVED, that the Industrial Development Authority of Danville, Virginia hereby approves and authorizes the scope of work from Blair Construction, in an amount not to exceed Fifty-One Thousand Seven Hundred Thirty-four and 00/100 dollars ($51,734.00) to install a trailer at the Lockett Drive site; 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 Agreement and such other documents as needed to complete this transaction.

Approved:

____
Chairman

Attest:

____
Secretary

Approved as to
Form and Legal Sufficiency:

____
City Attorney

CONTRACT AGREEMENT

This Contract Agreement is hereby entered, made and executed this **24th day** of **February, 2026** by and between **Danville IDA** (Customer), and **Blair Construction, Inc.** (Contractor), for the construction of the following Project (the Project):

Project: **Lockett Drive Utility Extension**

The Customer and Contractor agree as follow:

Article 1

1.1 – The Customer shall pay the Contractor in current funds for performance of the Contract the Contract sum of **$51,734**, subject to additions and deductions as provided in this Agreement.

1.2 – Based upon application for payment submitted to the Customer by the Contractor, the Customer shall make progress payments on account of the Contract sum to the Contractor. The period covered by each application for payment shall be one calendar month ending on the last day of the month. The application shall be received by the Customer by the 25th day of the month and shall be paid by the Customer by the 15th day of the following month.

1.3 – The application for payment may include amounts allocable to materials and equipment delivered and stored at the site by the Contractor for subsequent incorporation in the Contractor's work or stored off the site.

Article 2

2.1 - The work is described in the attached proposal letter dated **February 24, 2026** from **Timothy Clark of Blair Construction, Inc.** to **Danville IDA** (Exhibit A). This Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

Article 3

3.1 - The Customer shall cooperate with the Contractor in scheduling and performing the Customer's work to avoid conflicts or interference in the Contractor's work and shall expedite written responses to submittals made by the Contractor. The Contractor shall be notified promptly of subsequent changes in the construction requirements.

3.2 - The Customer shall provide suitable areas for storage of the Contractor's materials and equipment during the course of the work. Additional costs to the Contractor resulting from relocation of such facilities at the direction of the Customer shall be reimbursed by the Customer.

3.3 – If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Customer, a contractor or anyone directly or indirectly employed by them (other than the Contractor), the Customer shall, prior to harmful exposure of the Contractor's employees to such substance, give written notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit the Contractor's compliance with such laws.

3.4 – The Customer shall furnish to the Contractor within 30 days after receipt of a written request, or earlier if so required by law, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property, usually referred to as the site, on which the Project is located and the Customer's interest therein.

3.5 – The Customer's claims for services or materials provided the Contractor shall require (1) 7 days prior written notice, and (2) written compilations to the Contractor of services and materials provided and charges for such services and materials no later than the 15th day of the following month.

Article 4

4.1 – The Contractor shall supervise and direct the Contractor's work, and shall cooperate with the Customer in scheduling and performing the Contractor's work to avoid conflict, delay in or interference with the work of the Customer, other contractors or Customer's own forces.

4.2 – The Contractor shall give notices and comply with laws, ordinances, rules, regulations and orders of public authorities bearing on performance of the work of this Contract.

4.3 – The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Contract. The Contractor shall not be held responsible for unclean conditions caused by other contractors.

4.4 – The Contractor warrants to the Customer that materials and equipment furnished under this Contract will be of good quality and new unless otherwise required or permitted, that the work of this Contract will be free from defects not inherent in the quality required or permitted for a period of 1 year from the date of the final invoiced amount. The Contractor's warranty excludes remedy for damage or neglect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

4.5 – If the Customer does not pay the Contractor through no fault of the Contractor, within 7 days from the time payment should be made as provided in this Agreement, the Subcontractor may, without prejudice to any other remedies, upon 3 additional days written notice to the Contractor, stop the work of this Contract until payment of the amount owing has been received. The Contract sum shall, by appropriate adjustment, be increased by the amount of the Contractor's reasonable costs of demobilization, delay and remobilization.

Article 5

5.1 – The Contractor may be ordered in writing by the Customer, without invalidating this Contract, to make changes in the work within the general scope of this Contract consisting of additions, deletions or other revisions issued subsequent to the execution of this Agreement, the Contract sum and the Contract time being adjusted accordingly. The Contractor shall submit promptly to the Customer written copies of a claim for adjustment to the Contract sum and Contract time for such revised work.

Article 6

6.1 – The Contractor may terminate the Contract for (1) nonpayment of amounts due under this Contract for 30 days or longer or (2) the work being stopped for a period of 30 days through no fault or act of the Contractor, subcontractors or their agents or employees or other persons performing portions of the work under contract with the Contractor. Upon termination under this provision, the Contractor shall be entitled to recover from the Customer payment for work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

6.2 – If the Contractor persistently or repeatedly fails or neglects to carry out the work in accordance with this Contract and fails within 7 days after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, the Customer may, after 7 days following receipt by Contractor of an additional written notice, terminate the Contract and finish the Contractor's work by whatever method the Customer may deem expedient. If the unpaid balance of the Contract sum exceeds the expense of finishing the Contractor's work, such excess shall be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Customer.

Article 7

7.1 – The Customer shall provide, if requested, all evidence to support satisfactory financial responsibility in the performance of this Agreement. Supporting documentation may include, but not be limited to bonding information, bank loan data, partnership information and similar information.

Article 8

8.1 – Payments due and unpaid under this Contract shall bear interest from the date payment is due at the legal rate prevailing from time to time at the place where the Project is located.

This Agreement entered into as of the day and year first written above.

Danville IDA	Blair Construction, Inc.
______________________________	______________________________
Customer (signature)	Contractor (signature)
______________________________	Timothy J. Clark, President
(Printed name and title)	(Printed name and title)

Blair Construction, Inc.

Route 29 South
Gretna, Virginia 24557
Phone: (434) 656-6243
Fax: (434) 656-3290

www.blairbuildsbetter.com
Mailing:
P.O. Box 612
Gretna, Virginia 24557

February 24, 2026

Kelvin Perry
Danville IDA
White Mill
Danville, VA 24540

Re: DCC CDL at Lockett Drive (Danville, VA)

Dear Mr. Perry,

Blair Construction, Inc. is pleased to provide a budget quote of $51,734 for the work associated with installing the trailer at Lockett Drive in Danville, VA. All work to be performed in accordance with attached plans and the following scope of work:

General Requirements

- Provide onsite supervision of work
- This proposal assumes that all work will be performed during regular business hours
- This proposal includes permit acquisition (fees to be waived by City)
- No site planning or permitting has been included

Site

- Provide water and sewer from the left side of the driveway to the right side of the driveway to service the CDL mobile teaching unit
- Connect the water and sewer
- Provide conduits for the city to run power
- Construct a wood backer stand for the new service (adjacent to the trailer)
- Provide a new 200A 240V service
- Connect the 125A panel in the mobile teaching unit to the new service
- Provide one light pole with 2 LED lights next to the mobile unit to provide light on the CDL teaching pad (min 1 fc)
- Provide minor grading and gravel at the trailer location
- Provide conduit for communication to the same pole where electric service comes in

EXCLUSIONS:

Third Party Inspections / Special Inspections
Data and Telecommunications
Site Utility tap fees, backflow Preventer
Signage
Any items not specifically listed above

Blair Construction appreciates the opportunity to work with you on this project. Should you have any questions or need any changes made to this proposal, please let me know.

Sincerely,

Tim

Tim Clark

Industrial Development Authority

STAFF REPORT

DATE: March 10, 2026

TO: Industrial Development Authority

FROM: Kelvin Perry, Assistant Director of Economic Development and Tourism

RE: A resolution of the Industrial Development Authority of Danville, Virginia approving and authorizing an agreement for the replacement of the existing curtain wall at 120 Cane Creek Boulevard in Danville, Virginia with Blair Construction not to exceed Two Hundred Thirty-one Thousand Seven Hundred and 00/100 dollars ($231,700.00)

The project includes removing and replacing the existing glass curtain wall sections on the north and east sides of the building. To complete this work, a portion of the interior ceiling will need to be temporarily removed for access; any ceiling materials removed will be reinstalled once the work is finished. Two doors will also be replaced as part of the project. One door on the north side will be incorporated into the new curtain wall system. The second door, located on the west side of the building, was previously damaged and does not lock properly in its current condition. The cost is $231,700.

ATTACHMENTS

1. Res - 2620 Blair Construction 120 Cane Creek Boulevard
2. Proposal - 120 Cane Creek Blvd Curtain Wall - 02022026 (3) (1)

PRESENTED: __March 10, 2026
ADOPTED: __March 10, 2026

RESOLUTION NO. 2026-____.____

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING THE REPLACEMENT OF THE EXISITNG CURTAIN WALL AT 120 CANE CREEK BOULEVARD, DANVILLE, VIRGINIA IN AN AMOUNT NOT TO EXCEED $231,700.00

NOW THEREFORE, BE IT RESOLVED, that the Industrial Development Authority of Danville, Virginia hereby approves and authorizes the scope of work from Blair Construction in an amount not to exceed Two Hundred Thirty-One Thousand Seven Hundred and 00/100 dollars ($231,700.00) to replace the existing curtain wall at 120 Cane Creek Boulevard, Danville, Virginia; 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 Agreement and such other documents as needed to complete this transaction.

Approved:

____
Chairman

Attest:

____
Secretary

Approved as to
Form and Legal Sufficiency:

____
City Attorney

Blair Construction, Inc.

Route 29 South
Gretna, Virginia 24557
Phone: (434) 656-6243
Fax: (434) 656-3290

www.blairbuildsbetter.com
Mailing:
P.O. Box 612
Gretna, Virginia 24557

February 2, 2026

Mr. Kelvin G. Perry
Assistant Director of Economic Development and Tourism
Economic Development and Tourism
427 Patton Street
Danville, VA 24541
kelvin.perry@discoverdanville.com

Re: 120 Cane Creek Boulevard – Curtain Wall Replacement

Dear Mr. Perry,

Blair Construction, Inc. is pleased to provide a quote of $231,700.00 for replacement of the existing curtain wall at the former EcomNets Building in Danville, VA as required for the City of Danville Office of Economic Development and Tourism. All work to be performed in accordance with the attached plans and the following scope of work:

General Requirements

- This proposal includes permit fees
- Provide offsite disposal of all construction debris
- This proposal is based on all work being performed during regular business hours
- This proposal is based on the existing building being vacant during construction
- This proposal EXCLUDES any contingency allowances

Sitework

- Includes repair seeding as required where curtain wall is being replaced

Demolition

- Remove curtain wall on north and east sides of the building (demo included as non-abatement only)
- Remove existing hollow metal door on parking lot side of office area
- Remove existing acoustical ceiling tiles and grid as required for curtain wall replacement (salvage for reinstallation)

Doors, Windows, & Glass

- Provide (1) exterior hollow metal door and hardware in existing hollow metal frame at office area on parking lot side of building, include narrow vision lite
- Replace existing curtain wall system, includes (1) new door with manufacturer's standard panic device

Finishes

- This proposal includes an **<u>ALLOWANCE of $3,500.00</u>** for framing and / or drywall repairs and modifications as required for installation of new curtain wall system
- Reinstall existing ceiling tiles and grid in office / administration area as required for replacement of the curtain wall system

---

EXCLUSIONS:

Architectural / Structural Engineering and Drawings
Hazardous Materials Testing / Abatement
Contingency Allowances
Third Party Inspections / Special Inspections
Temporary utilities (temporary power, heating, water, etc.)
Sitework
Landscaping / Sodding
Structural Reinforcing of existing building
Sliding Reception Window
Interior Renovations (other than drywall and ceiling work indicated)
Fire Sprinkler
Plumbing
HVAC
Electrical
Level 5 finish on sheetrock
Painting
Repair / replacement of existing pre-engineered metal building insulation
Roof Repairs and / or Replacement
Relocation of existing utilities
Cost escalation
Bonds (can be added for 1%)
Any items not specifically listed above

Blair Construction appreciates the opportunity to work with you on this project. Should you have any questions or need any changes made to this proposal, please let me know.

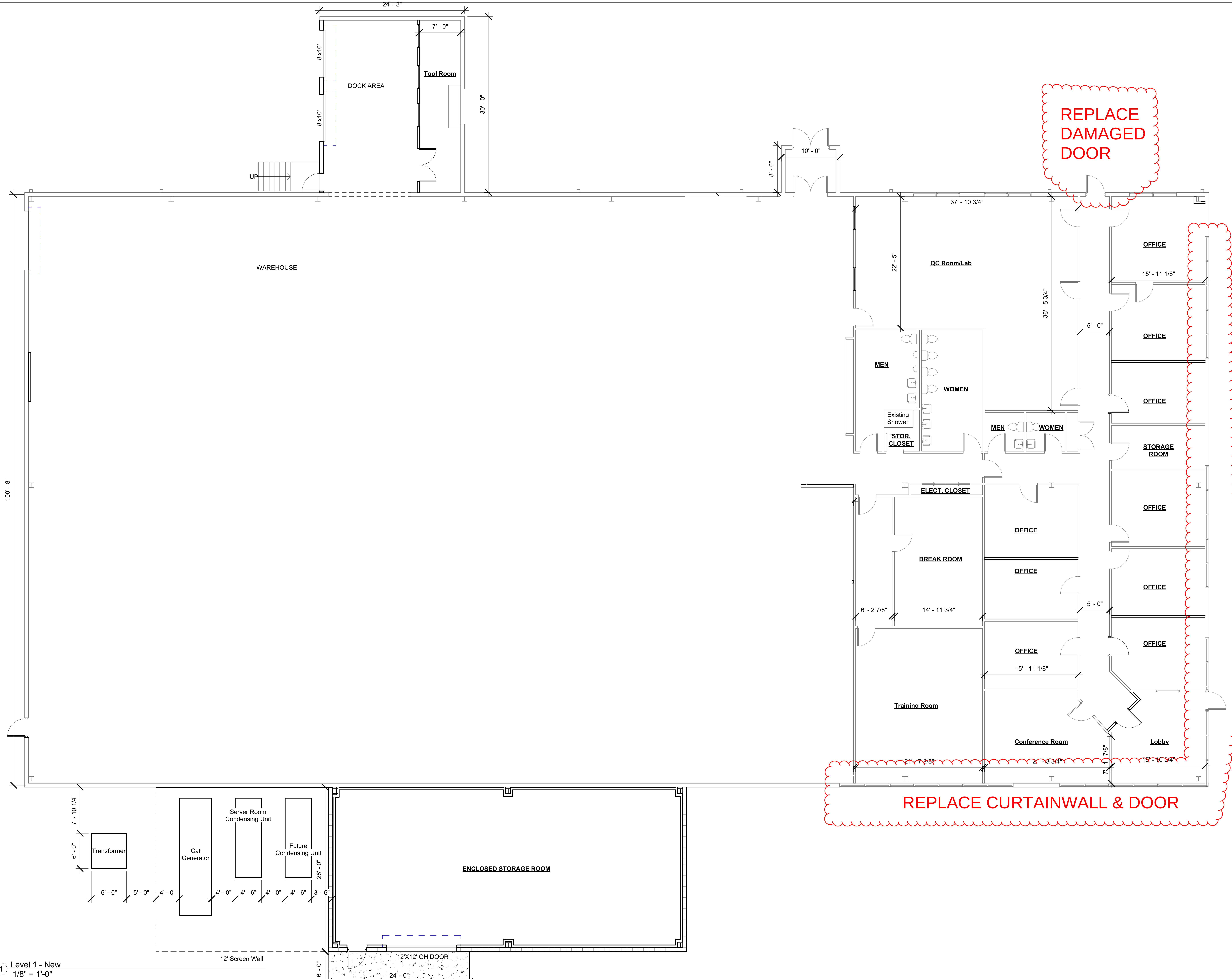
Sincerely,

Joshua D. Hyler
Estimator

120 Cane Creek Boulevard - Curtain Wall Replacement

Preliminary Schedule of Values (2-2-26)
Blair Construction, Inc.

Base Bid		
Item	**Description**	**Cost**
1	General Conditions	$ 13,745
2	Permit Fees / Business License Fees	$ 2,000
3	Seeding	$ 1,000
4	Doors, Frames, and Hardware	$ 2,980
5	Curtain Wall	$ 180,689
6	**ALLOWANCE** - Drywall Repairs at Curtain Wall Replacement	$ 3,500
7	Acoustical Ceiling Tiles and Grid - Curtain Wall Replacement	$ 9,791
8	Builder Fee	$ 16,997
9	Insurance	$ 999
10	Bond (can be added for 1%)	$ -
	Total Base Bid Amount	**$ 231,700**



1 Level 1 - New
1/8" = 1'-0"

www.blairbuildsbetter.com

Office: (434) 656-6243
Fax: (434) 656-3290

Consultant
Address
Address
Phone
Fax
e-mail

Consultant
Address
Address
Phone
Fax
e-mail

Consultant
Address
Address
Phone
Fax
e-mail

Consultant
Address
Address
Phone
Fax
e-mail

Consultant
Address
Address
Phone
Fax
e-mail

No.	Description	Date

ENG BIO

Danville, Virginia

New Floor Plan

Project number	Project Number
Date	8/6/24
Drawn by	JLV
Checked by	

A102

Scale 1/8" = 1'-0"

8/6/2024 2:43:03 PM