



September 10, 2020

Mr. Ryan Spitzer
Pineville Town Manager
200 Dover Street
Pineville, NC 28134

RE: Letter of Intent to Purchase +/-6 Acres, a portion of 436 Cone Ave., in Pineville, NC Tax Parcel ID# 22105107 for a 35,000 SF – 40,000 SF Build to Suite Office Building

Dear Mr. Spitzer:

On behalf of SunCap Property Group/York Development Group, I am pleased to submit this Letter of Intent to purchase the above referenced property located in Pineville, NC with Parcel ID# 22105107,

Terms for Purchase

PURCHASER	SunCap Property Group, LLC/York Development Group, LLC or its designated Assignee.
SELLER	Pineville Redevelopment Investment, Inc.
PROPERTY	Approximately 6 acres of land located on 436 Cone Ave and otherwise identified as Parcel ID#- 22105107
PURCHASE PRICE	\$116,000 per developable acre (to be determined by survey) or Approximately \$696,000.00
ESCROW FUNDS	Purchaser will deposit Twenty-Five Thousand and no/100 Dollars (\$25,000) with Chicago Title Insurance Company (“Escrow Agent”) upon the execution of a Purchase & Sale Agreement (“PSA”). The Deposit will be applicable to the Purchase Price and will be refunded if Purchaser withdraws from the PSA prior to the expiration of the Due Diligence Period for any or no reason.
DUE DILIGENCE	Seller shall deliver to Purchaser within thirty (30) days after execution of the PSA, a copy of all property information, “due diligence” it may have in its possession. This includes but is not limited to: Geotechnical Reports, Environmental Reports, Surveys, Title Work, Leases and other contracts, Building Plans, Building Warranties and property expense reports.
DUE DILIGENCE PERIOD	Purchaser shall have One Hundred Twenty (120) days after the execution of the PSA to inspect and review the property as well as perform a comprehensive feasibility study for the entitled use of the



Property (the “Due Diligence Period”). During the Due Diligence Period the Purchaser, its employees, agents, representatives, contractors, architects, engineers and consultants shall have the right to enter the Property to conduct due diligence. Purchaser will give notice to Seller when it anticipates entering the Property.

Purchaser shall have the right to extend the Due Diligence Period for three (3) additional thirty (30) day periods by making Twelve Thousand, Five Hundred and no/100 Dollars (\$12,500.00) per 30 day extension period totalling Thirty Seven Thousand, Five Hundred and no/100 Dollars (\$37,500.00) of the Deposit non-refundable, but applicable to the Purchase Price, except in the event of Seller default, for each extension.

Purchaser may withdraw from the PSA for any reason (or for no reason at all) during the Due Diligence Period and receive back any and all escrow deposits. In the event that Seller does not receive a notice of termination during the Due Diligence Period, the Agreement shall be deemed in full force and effect at which time the deposit shall become non-refundable except as provided in the PSA. In the event that Purchaser withdraws from the PSA, Purchaser agrees to provide Seller with all non-proprietary third party due diligence materials generated during the Due Diligence Period.

CLOSING

Closing will occur within thirty (30) days after expiration of the Due Diligence Period.

DEED & TITLE

Title shall be transferred to Purchaser, free and clear of encumbrances not approved by Purchaser by limited warranty deed. Seller shall provide copies of any title insurance policy or title insurance commitment for the property in the possession of Seller.

PSA

Seller shall deliver a Purchase and Sale Agreement (PSA) to Purchaser for review within thirty business (30) days after the execution of this Letter of Intent and the parties shall endeavor to fully negotiate such PSA within sixty (60) days following the execution of this Letter of Intent.

CLOSING EXPENSES

Seller shall pay for the preparation of the Deed, costs to release any liens on the Property, and all other costs and expenses, which it shall have agreed to pay pursuant to the terms of the PSA. Purchaser shall pay for the charge for recording fees, premiums for any title insurance policy, and all other costs and expenses in which Purchaser shall have agreed to pay pursuant to the terms of the PSA. Purchaser and Seller shall each pay their own attorney’s fees. Seller shall pay all transfer taxes.

EXCLUSIVE NEGOTIATION

Purchaser and Seller shall exclusively negotiate in good faith and shall endeavor to complete and execute a PSA no later than the date sixty (60) days after the date this Letter of Intent is fully executed



(the "Exclusive Negotiation Period"). This date may be adjusted by mutual agreement by the parties.

BROKER

Seller and Purchaser acknowledge that the only brokers involved in this transaction are CBRE, who shall be paid a commission at Closing by Purchaser per a separate agreement.

DISCLAIMER

This Letter of Intent replaces and supersedes all previous correspondence and discussions concerning this transaction. This Letter of Intent constitutes a non-binding expression of interest and a proposal of terms only and is not intended to, and does not, constitute an offer to purchase which may be accepted by Seller. This Letter of Intent is solely a statement of the present intentions of the parties and is not intended to create any binding legal obligations, except for the right to Exclusive Negotiation, and Seller agrees that it shall not market the Property, or negotiate with any other party to sell or lease the Property, until the expiration of the Exclusive Negotiation Period.

If the terms and conditions outlined in this Letter of Intent are acceptable, please execute or have your client execute below. This Letter of Intent shall expire, if not accepted in writing, by 5:00 PM, EST on 9/24/20. If accepted by both Purchaser and Seller, the fully executed Letter of Intent shall expire 30 days after the date of its execution if a Purchase and Sale Agreement is not signed by both Purchaser and Seller.

Sincerely,

Paxton Hollar
Senior Vice President

Doug Baumgartner
Member

Seller: Pineville Redevelopment Investment, Inc.

Agreed to and accepted this _____ day of _____ 2020.

By: _____
Name: _____
Title _____



Purchaser: SunCap Property Group, LLC

Agreed to and accepted this _____ day of _____ 2020.

By: _____
Paxton Hollar
Senior Vice President

Purchaser: York Development Group, LLC

Agreed to and accepted this _____ day of _____ 2020.

By: _____
Doug Baumgartner
Member