

AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT FOR PURCHASE AND SALE (this "Agreement") is made and entered into by and between TOWN OF PINEVILLE, a North Carolina municipality, and/or its successors and assigns ("Buyer"), and 10306 INDUSTRIAL, LLC, a North Carolina limited liability company ("Seller").

For and in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Terms and Definitions:

(a) "Property" shall mean an approximately 1.632-acre portion of that certain property located at 10306 Industrial Drive, Pineville, North Carolina and having Mecklenburg County Parcel ID Number 20508107 (the "Existing Parcel"), such portion being identified as "Lot 2" on Exhibit A (attached hereto and made a part hereof by this reference), together with all structures, improvements and equipment located thereon and all easements, rights, benefits and appurtenances thereto, and all of Seller's right, title and interest in and to all plans and specifications related to the Property (collectively, "Plans and Contracts"), and all of Seller's right, title and interest in and to all permits, licenses, consents, approvals, development rights, warranties and guaranties related to the use, occupancy, ownership and/or operation of the Property (collectively, "Permits").

(b) "Purchase Price" shall mean Two Hundred Seventy Five Thousand and No/100 Dollars (\$275,000.00). The Purchase Price shall be payable as follows:

i) "Earnest Money" in the amount of Five Thousand and No/100 Dollars (\$5,000.00) deposited within three (3) business days after the Contract Date, in escrow with a title company identified by Buyer and reasonably acceptable to Seller ("Escrow Agent"), or such other title insurance agency of Buyer's choosing so long as Buyer notifies Seller in writing of a change of the Escrow Agent. The Earnest Money shall be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the applicable provisions of this Agreement.

(ii) Buyer shall pay the balance of the Purchase Price in cash at Closing, after deducting the Earnest Money to the extent the Earnest Money is disbursed to Seller.

(c) "Closing" shall mean the consummation of the purchase and sale of the Property and recordation of the deed. Closing shall occur on a date designated by Buyer (the "Closing Date"), which shall be within thirty (30) days following the Approval Date (defined hereinafter).

(d) "Closing Conditions" means the conditions to closing set forth in Section 6 hereof.

(e) "Contract Date" means the date this Agreement has been fully executed by both Buyer and Seller.



(f) “Examination Period” shall mean the period commencing on the Contract Date and expiring on the date which is thirty (30) days thereafter, as may be extended pursuant to the terms herein.

(g) “Approval Date” shall mean the date upon which Buyer receives the Town Approvals (as described in Section 6(f) hereinafter).

(h) Seller’s notice address shall be as follows:

10306 Industrial, LLC
10306 Industrial Drive
Pineville, NC 28134
Attn: James Smith

With required copy to:
Shumaker, Loop & Kendrick, LLP
101 S. Tryon St., Suite 2200
Charlotte, NC 28280
Attn: Andy Culicerto

except as same may be changed pursuant to Section 12.

(i) Buyer’s notice address shall be as follows:

The Town of Pineville
200 Dover Street
Pineville, NC 28134
Attn: Town Manager
Email:rspitzer@pinvillenc.gov

With a required copy to:

Johnston, Allison & Hord, P.A.
1065 E. Morehead Street
Charlotte, NC 28204
Attn: John Buben
Email: jbuben@jahlaw.com

except as same may be changed pursuant to Section 12.

Section 2. Purchase and Sale of the Property: Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions set forth in this Agreement, the Property.

Section 3. Proration of Expenses and Payment of Costs: All items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated by the parties as of the date of Closing (excluding insurance premiums and any other expense items applicable to the Property, and taxes, which Buyer is exempt from paying pursuant



to N.C. Gen. Stat. §105-278.1), including, without limitation, assessments, charges, utility expenses (only for those utility service contracts which Buyer assumes) and other income or charges, as the case may be, assessed against or derived from the Property (provided, however, Seller shall be solely responsible for payment of any “rollback” or other deferred taxes due in connection with a change in use of the Property). Any such proration based on an estimate may, at request of either Buyer or Seller, be subsequently readjusted upon receipt of adequate evidence to establish the correctness of the amount so estimated. Seller shall pay deed stamps and other conveyance fees or taxes and for the cost of preparing the deed and other customary documents for closing. Buyer shall pay the deed and deed of trust (if applicable) recording costs and Buyer’s own due diligence costs. Buyer shall also pay all costs of the title search, any environmental investigations, the preparation of a subdivision plat (as described in Section 6(g) herein) and the cost of Buyer’s title insurance policy. Seller and Buyer shall each pay for their own legal fees.

Section 4. Deliveries. Seller agrees to deliver to Buyer within five (5) days after the Contract Date copies of the following information relating to the Property in possession of or reasonably available to Seller: title insurance policies, surveys, all inspection and other reports regarding the Property (structural, mechanical, engineering, environmental, soils and geotechnical), and all plans regarding the Property (grading, topo, utility, landscape). Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy or survey in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property’s title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

Section 5. Title and Permitted Exceptions: Seller shall convey to Buyer (or its assignee) fee simple marketable and insurable title to the Property by special warranty deed, subject only to the Permitted Exceptions (as defined below). Seller represents and warrants to Buyer that Seller is the fee simple, record owner of the Property, subject to the Permitted Exceptions, and at Closing, Seller shall deliver to Buyer good, insurable and marketable fee simple title to the Property, free and clear of all liens, encumbrances, restrictions, covenants, conditions and defects of title, other than matters of record affecting the Property as of the Contract Date that Buyer does not object to (or is deemed to have waived or accepted) in accordance with Section 6(a) below, taxes not yet due and payable, all applicable laws and ordinances, and anything which would be shown in a current and accurate survey (“Permitted Exceptions”).

Section 6. Buyer’s Conditions: This Agreement and the obligations of Buyer under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer) of the following conditions (collectively, the “Closing Conditions”):

(a) **Title Review and Examination.** Buyer may, at Buyer's expense, cause a title examination and survey to be made of the Property before the end of the Examination Period. In the event that such title examination or survey shall show that Seller's title is not good, marketable, fee simple and insurable or shall contain any other defects of title not acceptable to Buyer in Buyer’s sole discretion, then Buyer may provide written notice to Seller before the end of the Examination Period of all or any such title or survey defects, and Seller shall have five (5) business days (the “Seller Review Period”) to either: (i) deliver notice to Buyer of its intent to cure, prior to Closing, all of the defects and/or objections; or (ii) notify Buyer of its election not to cure any or all of the defects and/or objections. If Seller does not expressly notify Buyer of its election to cure



the defects and/or objections, Seller shall conclusively be deemed to have elected option (ii) above. If the Seller elects option (ii) above within the Seller Review Period (or is deemed to have elected option (ii)), then Buyer shall have five (5) business days to either: (a) terminate this Agreement by delivering a termination notice to Seller, in which case the Earnest Money shall be returned to Buyer and neither party shall have any further rights, liabilities or obligations hereunder except for those expressly stated herein to survive termination hereof; or (b) waive the defects and/or objections that Seller does not agree to cure and close the purchase and sale subject to such disapproved matters without an adjustment to the Purchase Price. If Buyer does not terminate within such five (5) business day period, Buyer shall conclusively be deemed to have elected option (b) above. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions. Notwithstanding anything contained in this Section 6(a) or Section 5, Seller shall, at Seller's expense and in a manner acceptable to Buyer, be required to cure at or before Closing any mortgage, deed of trust, monetary lien (except for any liens arising from Buyer's activities with respect to the Property under Section 6(d) below), monetary judgment or other similar monetary exception or encumbrance to title to the Property (or any portion thereof) caused by Seller, and such matters shall not be deemed to be Permitted Exceptions.

(b) **Intended Use.** If Buyer determines, for any reason or no reason, before the end of the Examination Period, that the Property is not suitable for the Buyer's intended use, then Buyer may terminate this Agreement by written notice to Seller before the end of the Examination Period. Upon such termination the Earnest Money shall be returned to Buyer and neither party shall have any further rights, liabilities or obligations hereunder except for those expressly stated herein to survive termination hereof.

(c) **Same Condition of the Property.** Seller agrees to continue to operate and manage the Property in the same manner between the Contract Date and Closing as it is currently being managed and operated. Seller agrees not to enter into any agreements or contracts that will be binding on Buyer or the Property following the Closing Date without Buyer's prior written consent. In addition, Seller shall not cancel, modify, renew or extend any existing contract, nor waive any default under or accept any surrender of, any such contract, without in each case obtaining the prior written consent of Buyer. If, at any time after the Contract Date and until the date of Closing, the Property is not in materially the same condition as on the Contract Date, ordinary wear and tear excepted, then Buyer may terminate this Agreement, in which case the Earnest Money shall be returned to Buyer and neither party shall have any further rights, liabilities or obligations hereunder except for those expressly stated herein to survive termination hereof.

(d) **Buyer's Inspections.** Buyer and Buyer's agents or representatives shall from time-to-time, have the right to enter upon and access the Property for the purpose of inspecting, examining, and surveying the Property, to determine the suitability for Buyer's intended use, and to conduct any and all tests and investigations with respect to the Property that Buyer may desire, including, but not limited to, availability of financing, availability of access and utilities, architectural, engineering, surveys, soil boring, geological and environmental tests and investigations (provided, however, that Buyer shall not engage in any inspections and testing beyond a typical Phase I Environmental Site Assessment, including a Phase II Environmental Site Assessment, without Seller's prior written consent), to determine the feasibility of developing the Property. Buyer shall have the right to review and inspect all leases, contracts and other agreements affecting or related to the Property in Seller's actual possession and shall be entitled



to review such records of Seller which relate to the ownership, operation and/or maintenance of the Property. Buyer agrees to promptly repair any and all damage caused, in whole or in part, by Buyer, its owners, employees, agents or contractors, and return the Property to its condition prior to such damage, which obligation shall survive any termination of this Agreement. Further, Buyer agrees to indemnify and hold Seller harmless from any claims, damages, and costs (including attorneys' fees) filed against Seller directly as a result of any negligence or willful misconduct of Buyer or Buyer's owners, employees, agents, or contractors in connection with such access on the Property by Buyer pursuant to this Section 6(d). **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE THEREOF TO SELLER PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

(e) **Intentionally omitted.**

(f) **Town Council Approvals.** The parties acknowledge that the transaction set forth in this Agreement is subject to certain requirements set forth in the North Carolina General Statutes, which include obtaining certain approvals from the Town Council for Pineville (the "Town Approvals"). Buyer shall submit this Agreement (or otherwise present the terms and conditions of the transaction described herein) to the Town Council at the first open meeting of the Town Council following the expiration of the Examination Period, as same may be extended pursuant to Section 6(e) above. Closing shall occur no later than thirty (30) days following the date upon which Buyer obtains the Town Approvals (the "Approval Date"). In the event that, after using commercially reasonable efforts, Buyer is unable to obtain the Town Approvals, this Agreement shall terminate and be of no further force and effect except for those expressly stated herein to survive termination hereof, and the Earnest Money shall be returned to Buyer.

(g) **Subdivision.** Seller shall have complied in all material respects with Seller's obligations set forth in Section 7(a).

(h) **Detention Pond; Easement Agreement.** Buyer and Seller shall have agreed upon the final form of Easement Agreement (as defined in Section 7(b)).

(i) **Seller's Performance Under this Agreement.** Seller has performed and observed all of the terms, conditions, covenants and obligations under this Agreement on Seller's part to be performed or observed (including, without limitation, executing and delivering to Buyer all of the Closing documents required from Seller pursuant to this Agreement and conveying to Buyer good and marketable fee simple title to the Property subject to the Permitted Exceptions in accordance with Section 5 above).

(j) **Seller's Representations and Warranties.** All of the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects when made, and shall be true and correct in all respects on the Closing Date with the same effect as if made on and as of such date.

Section 7. Subdivision; Detention Pond; Easement Agreement.



(a) *Subdivision.* Buyer shall, at its sole cost and expense, cause the necessary subdivision to establish the Property as a distinct legal and tax parcel. Seller shall cooperate with Buyer in permitting access to the Property, executing any applications and/or the final subdivision plat, and providing Buyer with such further assistance and cooperation as Buyer may require in connection with the subdivision of the Property; in no event, however, shall Seller be required to spend any monies in connection with such subdivision. Buyer shall submit the preliminary subdivision plat to Seller for Seller's approval (such approval not to be unreasonably withheld, conditioned or delayed). After Seller approves the preliminary subdivision plat, Buyer shall obtain all necessary approvals and signatures. The final, fully-executed subdivision plat shall be recorded by Buyer in the Office of the Mecklenburg County Register of Deeds at or before Closing

(b) *Detention Pond; Easement Agreement.* The parties acknowledge that a detention pond (identified as "Existing Detention Pond" on Exhibit A and being referred to hereinafter as the "Detention Pond", which defined term shall be inclusive of all related facilities, infrastructure, and improvements, including, without limitation, any sand filter and any grading and excavation) spans the proposed boundary line between the Property and the remainder of the Existing Parcel. In connection with Buyer's development of the Property for its intended use, Buyer, at its sole expense, shall relocate the Detention Pond such that the Detention Pond lies entirely within the remainder of the Existing Parcel (identified as "Lot 1" on Exhibit A) in a location to be mutually and reasonably agreed upon by Seller and Buyer, and from and after Closing Buyer shall be solely responsible for the repair and maintenance of the Detention Pond. Prior to the expiration of the Examination Period, Buyer shall prepare a preliminary draft of a reciprocal easement agreement (the "Easement Agreement") granting, declaring and establishing easements necessary and sufficient for (i) Buyer's development of the Property for its intended use and the relocation of the Detention Pond (including, but not limited to, access easements (which shall be only from Emmett Drive via a route to be agreed upon which minimizes Buyer's use of the Existing Parcel) and construction easements), (ii) Buyer's stormwater drainage following the relocation of the Detention Pond, (iii) utilities, (iv) Buyer's access to and from the Property, which shall be only from Emmett Drive via a route to be agreed upon which minimizes Buyer's use of the Existing Parcel; (v) to the extent any facilities related to the Detention Pond are located on the Property, appropriate easements for the benefit of Seller, and (vi) other reasonable terms and provisions agreed to by the parties, including, without limitation, provisions regarding Buyer's maintenance and repair obligations related to the Detention Pond (which, if requiring access to the Existing Parcel shall be only from Emmett Drive via a route to be agreed upon which minimizes Buyer's use of the Existing Parcel). If Seller disapproves the preliminary draft Easement Agreement, Seller shall notify Buyer of such disapproval in writing, citing all requested changes; Buyer shall make Seller's changes to the extent such changes are commercially reasonable. If, after using commercially reasonable good faith efforts, Buyer and Seller are unable to agree on the final form of the Easement Agreement, either party may, notwithstanding anything to the contrary herein, terminate this Agreement and, in such case, Buyer shall receive a full refund of the Earnest Money. After Buyer and Seller agree upon the final form of Easement Agreement, Buyer shall obtain all necessary approvals and signatures and shall cause it to be recorded in the Office of the Mecklenburg County Register of Deeds at Closing.

Section 8. Environmental and Hazardous Materials: Seller represents and warrants to Buyer that, to Seller's actual knowledge, without investigation: (a) excepting any matters disclosed to Buyer pursuant to Section 4 hereof, there is (and has been) no presence or disposal within, on,



in, under or about the Property in violation of any applicable law of any hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 331 of the Clean Water Act, 33 U.S.C. Sec. 1251, et. seq. (33 U.S.C. 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Sec. 1371), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901, et. seq. (42 U.S.C. Sec. 6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601, et. seq. (42 U.S.C. 9401); and (b) there is no contamination of the Property from such substance as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss and Damage/Repairs: Subject to Section 6(d), until the Closing, the risk of loss or damage to the Property shall be borne by Seller. If, prior to Closing, either (i) any part of the Property is (or may be) taken by eminent domain or deed in lieu thereof, (ii) any condemnation proceedings are commenced or threatened, or (iii) any portion of the Property is damaged by fire or other casualty, then, in any such event, Buyer shall have the option, by written notice to Seller, to terminate this Agreement and the Earnest Money shall be returned to Buyer. If Buyer does not terminate this Agreement, then this Agreement shall remain in full force and effect, and Seller shall assign, transfer and set over to Buyer at Closing all of Seller's right, title and interest in and to any condemnation awards or insurance proceeds (as applicable) that may be paid for any such taking or casualty, or, if such award or proceeds have already been paid to Seller, then the amount of such paid award or proceeds shall be deducted from the Purchase Price (i.e., Buyer shall receive at Closing a credit against the Purchase Price for the amount of such award or proceeds). Except as to maintaining the Property in materially the same condition, Seller shall have no responsibility for making any improvements to the Property.

Section 10. Default: In the event of a breach of this Agreement by Seller and Seller fails to cure such breach within ten (10) days of Seller's receipt of written notice of such breach from Buyer (a "Seller Default"), and provided that Buyer is not then in default hereunder, Buyer may, as its sole and exclusive remedy, elect to either (i) terminate this Agreement by written notice to Seller, in which case Buyer shall receive a return of the Earnest Money, and Seller shall pay to Buyer all out of pocket expenses actually incurred by Buyer in connection with this transaction, up to, but not in excess of \$25,000; or (ii) sue Seller for specific performance (provided, however, that Buyer must bring such a suit for specific performance within one-hundred eighty (180) days following Seller's default, or Buyer shall be deemed to have waived any right to sue Seller for specific performance). Notwithstanding the foregoing, in the event Seller shall be in default of the terms of this Agreement due to Seller's failure to sell and convey the Property to Buyer in accordance with the terms of this Agreement and an action in the nature of specific performance is not an available remedy as a result of Seller's transfer of the Property to a third party other than Buyer, then Buyer shall immediately receive a refund of the Earnest Money, and Seller shall pay to Buyer, as liquidated damages, the sum of (i) the greater of: (a) the difference between the Purchase Price and any amounts received by Seller in excess of the Purchase Price, or (b) Fifty



Thousand and No/100 Dollars (\$50,000.00), and (ii) all out of pocket expenses actually incurred by Buyer in connection with this transaction, not to exceed \$25,000.

If Buyer breaches this Agreement and fails to cure such breach within ten (10) days of Buyer's receipt of written notice of such breach from Seller (with the exception of Buyer's performance at Closing, for which there is no notice requirement or cure period), and provided that Seller is not then in default hereunder, then Seller may, as its sole and exclusive remedy, terminate this Agreement and receive the Earnest Money as liquidated damages.

Upon any such termination as described in this Section 10, neither Buyer nor Seller shall have any further rights, liabilities or obligations hereunder except for those expressly stated herein to survive termination hereof.

Section 11. Closing: The Closing shall consist of the execution and delivery by Seller to Buyer of a special warranty deed and other documents customarily executed by a seller in similar transactions, including, without limitation, an owner's affidavit, including a "Gap Indemnity" executed by Seller and any other parties required by Buyer's title insurance company, lien waiver forms, assignment of the Plans and Contracts and the Permits (if requested by Buyer), a certificate reaffirming and restating all of Seller's representations and warranties in this Agreement, and a non-foreign affidavit, all in form and substance acceptable to Buyer and Buyer's title insurance company; and the payment by Buyer to Seller of the Purchase Price in accordance with the terms of this Agreement. The Closing shall be held using the Buyer's attorney as intermediary for an "escrow closing", or alternatively, by escrow or such other place as may be agreed to by the parties. Possession of the Property shall be delivered to Buyer by Seller at Closing free and clear of all third party possession rights except as may be provided in the Permitted Exceptions.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited (i) in the United States mail, registered or certified, return receipt requested or (ii) with a national overnight delivery company, to the addresses set out in Section 1(h) as to Seller and in Section 1(i) as to Buyer, or sent by electronic mail to an email address set forth therein with a confirmation of delivery or at such other addresses as specified by written notice delivered in accordance herewith. Any notice or other communication given by a party may be executed and sent by such party's legal counsel. Either party may change their notice address or electronic mail address by providing written notice to the other party of such change.

Section 13. Seller's Representations and Warranties: Seller represents and warrants to Buyer that: (a) there are no condemnation(s) pending, or, to Seller's knowledge, contemplated or threatened with respect to the Property; (b) there are no actions, suits or proceedings pending or, to Seller's knowledge, threatened against the Property or Seller; (c) there are no governmental or private assessments, either pending or confirmed, affecting the Property; (d) performance of this Agreement by Seller will not result in a breach of, or constitute a default under, any agreement or instrument to which Seller is a party or by which Seller or the Property is bound or result in the imposition of any lien or encumbrance upon the Property and the person executing this Agreement for the Seller is duly authorized to do so; (e) there are no right of first refusal, option to purchase or other similar grant of purchase/occupancy agreements (whether written or oral) between Seller



any third party with respect to the Property; (f) Seller has taken all requisite action and has obtained all requisite consents, releases and permissions in connection with entering into this Agreement; (g) this Agreement is, and all agreements, instruments and documents to be executed and delivered by Seller pursuant to this Agreement shall be, duly authorized, executed and delivered by Seller; (h) this Agreement is, and all agreements, instruments and documents to be executed and delivered by Seller pursuant to this Agreement shall be, valid and legally binding upon Seller and enforceable in accordance with their respective terms; (i) Seller is the owner in fee simple of the Property, subject to the Permitted Exceptions; (j) there are no contracts, leases, or other agreements affecting the Property, except for the Permitted Exceptions; and (k) to Seller's actual knowledge without investigation: (1) the Property is not in violation of applicable environmental laws; (2) the Property does not now contain any underground storage tanks, landfills, or other hazardous waste; (3) the Property is not listed on any state or federal environmental remediation priority list; and (4) no claim, action, suit or proceeding is pending or threatened against Seller or any third party relating to hazardous waste on or about the Property, the violation of any environmental law, or the presence of any tank, underground or otherwise.

Section 14. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto and restated at the Closing shall survive the termination of this Agreement and/or Closing and delivery of the deed for six (6) months. Seller shall, at or within three (3) months after Closing, and without further consideration, promptly execute, acknowledge and deliver to Buyer such other documents and instruments as Buyer may reasonably request and otherwise take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property in accordance with this Agreement.

Section 15. Applicable Law: This Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina.

Section 16. Headings: The paragraph headings are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope or content of this Agreement or any provision hereof.

Section 17. Severability: The provisions of this Agreement are intended to be independent. If any provision hereof should be declared by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, then such illegality or invalidity shall not affect the remainder of this Agreement.

Section 18. Counterparts; Facsimiles: This Agreement may be executed in multiple counterparts which, when assembled, shall constitute one original. A counterpart executed by facsimile transmission or scan and email shall be deemed an original.

Section 19. Business Days: If the final day of any period or any date of performance under this Agreement falls on a Saturday, Sunday or legal holiday (or in the event that, on the Closing Date, the applicable Register of Deeds Office is closed), then the final day of the period or the date of performance shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

Section 20. Time of the Essence: Time is of the essence as to all provisions of this Agreement.



Section 21. Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of Seller and Buyer, and their respective heirs, successors and assigns.

Section 22. Entire Agreement: This Agreement constitutes the entire agreement of the parties and may not be amended except by written instrument executed by Seller and Buyer.

Section 23. 1031 Exchange: Either party may consummate the purchase or sale of the Property as part of a so-called like kind exchange ("Exchange") pursuant to 1031 of the Internal Revenue Code of 1986, as amended ("Code"), and the other party shall diligently and promptly cooperate with the party performing the Exchange, including, without limitation, promptly executing and delivering to the other party any commercially reasonable Exchange documents.

Section 24. Assignment. This Agreement shall not be assigned by the Buyer or Seller without the prior written consent of the other, not to be unreasonably withheld, conditioned or delayed; provided, however, that Buyer expressly consents to Seller assigning this Agreement to a Qualified Intermediary for purposes of doing a 1031 Exchange.

Section 25. Binding Agreement: This Agreement shall become a contract when a signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section.

Section 26. Broker: Buyer and Seller warrant and represent to each other that they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and that the compensation of the Brokers is established by and governed by separate agreements entered into as amongst the Broker, the Buyer and/or the Seller. Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by and through or under the indemnifying party for fees or commissions arising out of the sale of the Property to the Buyer.

Section 27. Legal Fees. In the event legal action is instituted by either party to enforce the terms of this Agreement or arising out of the execution of this Agreement, the prevailing party will be entitled to receive from the other party reasonable attorney's fees and expenses incurred.

Section 28. AS-IS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT OR IN ANY OF THE DOCUMENTS EXECUTED BY SELLER AT THE CLOSING (THE "CLOSING DOCUMENTS"), THE SALE OF THE PROPERTY HEREUNDER IS AND WILL BE MADE ON AN "AS IS", "WHERE IS," AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY CONCERNING TITLE TO THE PROPERTY, THE PHYSICAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE SOIL, AIR, WATER OR THE IMPROVEMENTS), THE ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES ON OR AFFECTING THE PROPERTY), THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAWS AND REGULATIONS (INCLUDING, WITHOUT LIMITATION,



ZONING AND BUILDING CODES OR THE STATUS OF DEVELOPMENT OR USE RIGHTS RESPECTING THE REAL PROPERTY), THE FINANCIAL CONDITION OF THE PROPERTY, THE SUITABILITY OF THE PROPERTY FOR ANY ACTIVITY OR USE, OR ANY OTHER REPRESENTATION OR WARRANTY RESPECTING ANY INCOME, EXPENSES, CHARGES, LIENS OR ENCUMBRANCES, RIGHTS OR CLAIMS ON, AFFECTING OR PERTAINING TO THE PROPERTY OR ANY PART THEREOF. BUYER ACKNOWLEDGES THAT, DURING THE DUE DILIGENCE PERIOD, BUYER WILL EXAMINE, REVIEW AND INSPECT ALL MATTERS WHICH IN BUYER'S JUDGMENT BEAR UPON THE PROPERTY AND ITS VALUE AND SUITABILITY FOR BUYER'S PURPOSES. BUYER IS A SOPHISTICATED BUYER WHO IS FAMILIAR WITH THE OWNERSHIP AND OPERATION OF REAL ESTATE PROJECTS SIMILAR TO THE PROPERTY AND THAT BUYER HAD AND WILL HAVE ADEQUATE OPPORTUNITY TO COMPLETE ALL PHYSICAL AND FINANCIAL EXAMINATIONS (INCLUDING, WITHOUT LIMITATION, ALL OF THE EXAMINATIONS, REVIEWS AND INVESTIGATIONS REFERRED TO IN SECTION 6(d)) RELATING TO THE ACQUISITION OF THE PROPERTY HEREUNDER IT DEEMS NECESSARY, AND WILL ACQUIRE THE SAME SOLELY ON THE BASIS OF AND IN RELIANCE UPON SUCH EXAMINATIONS AND THE TITLE INSURANCE PROTECTION AFFORDED BY THE OWNER'S POLICY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER (OTHER THAN AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT). EXCEPT AS TO MATTERS SPECIFICALLY SET FORTH IN THIS AGREEMENT: (A) BUYER WILL ACQUIRE THE PROPERTY SOLELY ON THE BASIS OF ITS OWN PHYSICAL AND FINANCIAL EXAMINATIONS, REVIEWS AND INSPECTIONS AND THE TITLE INSURANCE PROTECTION AFFORDED BY THE OWNER'S POLICY, AND (B) WITHOUT LIMITING THE FOREGOING (OTHER THAN AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT), BUYER WAIVES ANY RIGHT IT OTHERWISE MAY HAVE AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO SEEK DAMAGES FROM SELLER IN CONNECTION WITH THE ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY RIGHT OF CONTRIBUTION UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT. THE PROVISIONS OF THIS SECTION 28 SHALL SURVIVE THE CLOSING.

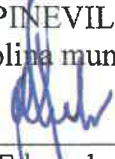
[Signatures on following page(s)]



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last to execute below:

BUYER:

TOWN OF PINEVILLE,
a North Carolina municipality

By: 
John Edwards, Mayor

Date: 4/21/2022, 2022

SELLER:


10306 INDUSTRIAL, LLC,
a North Carolina limited liability company

By: _____
Jim Smith, Manager

Date: _____, 2022

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

ESCROW AGENT

By: 
Name: M. Scott Mansfield
Title: V.P.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last to execute below:

BUYER:

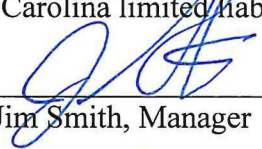
TOWN OF PINEVILLE,
a North Carolina municipality

By: _____
John Edwards, Mayor

Date: _____, 2022

SELLER:

10306 INDUSTRIAL, LLC,
a North Carolina limited liability company

By:  _____
Jim Smith, Manager

Date: April 22, 2022

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

ESCROW AGENT

By: _____
Name: _____
Title: _____

