

OFFER TO PURCHASE AND CONTRACT

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": Charlotte Mecklenburg Historic Landmarks Commission

(b) "Buyer": Brock Ventures, Inc.

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below. **PROPERTY IS BEING SOLD "AS IS"**

Street Address: **302 Holbrook Road**

City: **Huntersville** Zip: **28078**

County: **Mecklenburg, North Carolina**

Legal Description:

BEING ALL of Lot 1B as shown on the Map of WAYMER CENTER, MAP 2, as recorded in Map Book 51 at Page 936 in the Office of the Register of Deeds of Mecklenburg County, North Carolina; reference to which is hereby made for a more particular description.

Together with an Easement over the property designated as "Total Use Easement" on the plat referenced above for the purposes provided in this deed. Under the easement granted herein, Grantee shall use the easement area as a sideyard for Lot 1B and shall have the absolute and exclusive right to use and develop the easement area in any manner that benefits Lot 1B. Grantee herein shall be responsible for all maintenance of the Total Use Easement. Grantor herein shall have no right to use nor any obligation to maintain the Total Use Easement.

The easement granted herein shall run with the land and shall constitute a burden upon the Lot 1A as shown on the plat of the Waymer Center as referenced above and shall inure for the benefit of Lot 1B. The easement provided for herein shall inure to the benefit of and be binding upon the respective successors, assigns, heirs, tenants, and invitees of each party hereto and shall remain in full force and effect and shall be unaffected by any change in ownership of either parcel or by any change of use, demolition, reconstruction, expansion, or other circumstances.

Grantor herein cannot convey property encumbered by the Total Use Easement to Grantee without violating local zoning ordinances, and the purpose of this easement is to provide to Grantee as much control as possible without transferring fee simple ownership. It is the intent of the parties that the value of this easement for taxation purposes shall be the equivalent of the fee simple value.

The PIN/PID or other identification number of the Property is: **019-093-06**
Some or all of the Property may be described in Deed Book **3314** at Page **441**

(d) "Purchase Price":

\$ 350,000.00

\$ 5,000.00

\$ 10,000.00

\$ 335,000.00

paid in U.S. Dollars upon the following terms:

BY INITIAL EARNEST MONEY DEPOSIT by Buyer in escrow with Blanco, Tackabery & Matamoros, P.A. (the "Escrow Agent") within five (5) business days of execution of this Contract; and.

A second Earnest Money deposit which shall be deposited by Buyer in escrow with Escrow Agent on or before June 15, 2018 unless this Contract³ is terminated on or before such date, **TIME BEING OF THE ESSENCE** with regard to said date.

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

Should Buyer fail to deliver any of the Earnest Money Deposits by their due dates or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash or immediately available funds to the payee. In the event Buyer does not timely deliver cash or immediately available funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.

(e) "Earnest Money Deposit": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid in connection with this transaction, hereinafter collectively referred to as "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be

Buyer Initials _____ Seller Initials _____

refunded to Buyer upon Buyer's request. Seller may still maintain an action for specific performance. In the event of breach of this Contract by Buyer, the Earnest Money Deposits shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 4(d) and 4(e) for damage to the Property. It is acknowledged by the parties that payment of the Earnest Money Deposits to Seller in the event of a breach of this Contract by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money Deposits to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) **"Escrow Agent" Blanco, Tackabery & Matamoros, P.A.** Escrow Agent agrees to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, Escrow Agent may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

(g) **"Effective Date"**: The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Contract.

(h) **"Due Diligence"**: **PROPERTY IS BEING SOLD "AS IS"**. Buyer's opportunity during the Due Diligence Period to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Period"**: The "Due Diligence Period" identified in Section 1(h) of the Contract shall begin on the Effective Date and continue **through 5:00 pm on June 30, 2018**. During the Due Diligence Period, Buyer shall make inspections as described in Section 4 of the Contract. Prior to the end of the Due Diligence Period, Buyer may terminate this Contract for any or no reason. **TIME BEING OF THE ESSENCE** with regard to said date.

(j) **"Settlement"**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(k) **"Settlement Date"**: "Settlement Date" shall mean a date selected by Buyer that is on or before **October 15, 2018**. Notwithstanding the foregoing, Buyer has the right to extend the Closing Date by up to two (2) monthly extension periods (each an "Extension Period") upon payment to Seller of the Extension Fee (as defined below) for each such Extension Period. The first Extension Period, if elected by Buyer, shall commence on the Closing Date and end on the last business day of the following month. Thereafter, each subsequent Extension Period, if elected by Buyer, shall commence on the last day of the previous Extension Period and end on the last business day of the following month. "Extension Fee" means the sum of Three Thousand Dollars (\$3,000.00) per each Extension Period, payable to Seller on or before the first day of the applicable Extension Period. Each Extension Fee shall be nonrefundable but shall be applied to the Purchase Price at Closing.

(l) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes.

(m) **"Intended Use"**: shall mean the use of the Property for the following purpose: Adaptive reuse and historic preservation of the historic school improvements for multifamily apartment units and common areas/features. Seller represents and warrants that, to the best of Seller's knowledge, use of the Property for its Intended Use will not violate any private restrictions or governmental regulations. If Buyer determines, prior to the expiration of the Due Diligence Period, that use of the Property for its Intended Use will violate any such private restrictions or governmental regulations, then Buyer may terminate the Contract by written notice and receive a return of the Earnest Money, and neither party shall then have any further obligations in connection with this Contract.

Seller recognizes that, to meet or enable Buyer's Intended Use for the Property, the Property must be zoned or, if applicable, approved through other discretionary land use approvals (Conditional Use Permit, Special Use Permit, etc) by the Property's controlling municipality and obtain any other necessary approvals or easements (collectively achieving, for the remainder of this

paragraph, "sufficient zoning status") prior to and remaining so through Closing and as a condition to close. Buyer will further determine the Property's zoning status during the Examination Period. Should Buyer determine that a rezoning and/or other land use approval and/or exemption be necessary to achieve sufficient zoning status for the Intended Use of the Property, it shall be Buyer's responsibility to apply for and facilitate such required rezoning and other approvals, and Seller agrees to cooperate fully with Buyer (at no expense to Seller) by hereby granting permission to Buyer to make such application(s) in the name of Seller and will accordingly sign any related application forms. Should sufficient zoning status not be achieved prior to Closing, Buyer may deem the Property unsuitable for its Intended Use and, in such event, Buyer may terminate this Contract upon written notice to Seller and the Earnest Money shall be disbursed in accordance with the terms of this Contract.

2. FIXTURES AND EXCLUSIONS:

(a) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as fuel tanks, antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey: **Includes all fixtures and personal property on the Property and no value is assigned to such fixtures or personal property.**

(b) **Specified Items:** Unless identified in subparagraph (d) below the following items, if any, are deemed fixtures and are included in the Purchase Price free of liens: range/stove/oven, any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, mounting brackets for televisions and for speakers and all related hardware, burglar/fire/smoke/carbon monoxide alarms and security systems, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, attached wall and/or door mirrors, fuel tank(s) whether attached or buried and including any contents that have not been used, removed or resold to the fuel provider as of Settlement*, landscape and/or foundation lighting, invisible fencing including all related equipment, lawn irrigation systems and all related equipment, and water softener/conditioner and filter equipment.

(c) **Other Fixtures/Unspecified items:** Unless identified in subparagraph (d) below, any other item legally considered a fixture is included in the Purchase Price free of liens.

(d) **Other Items That Do Not Convey:** The following items shall not convey: N/A .

3. **PERSONAL PROPERTY:** The following personal property shall be transferred to Buyer at no value at Closing: **See Paragraph 2**

4. BUYER'S DUE DILIGENCE PROCESS:

(a) **Loan:** During the Due Diligence Period, Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

(b) **Property Investigation:** During the Due Diligence Period, Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

(i) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property. **Property is sold "AS IS"**

(ii) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association charges fees for confirming owners' association information and restrictive covenant compliance.

(iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.

(iv) **Appraisals:** An appraisal of the Property.

(v) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.

(vi) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's Intended Use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.

(vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.

(viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.

(ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road

Buyer Initials _____ Seller Initials _____

used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

(x) **Fuel Tank:** Inspections to determine the existence, type and ownership of any fuel tank located on the Property.

(c) **Repair/Improvement Negotiations/Agreement: THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION.**

(d) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices approved by N.C. licensed professionals performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(e) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(f) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(g) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

5. BUYER REPRESENTATIONS:

(a) **Loan:** Buyer does not have to obtain a new loan in order to purchase the Property.

(b) **Other Property:** Buyer does not have to sell or lease other real property in order to complete the purchase.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement** (*check only one*):

Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer.

Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to **WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST:** (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the Contract was made; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.

Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): _____

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

6. BUYER OBLIGATIONS:

(a) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(b) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

Buyer Initials _____ Seller Initials _____

7. SELLER REPRESENTATIONS:

- (a) **Ownership:** Seller represents that Seller has owned the Property for at least one year.
- (b) **Lead-Based Paint:** The Property is non-residential but to the best of Seller's knowledge does contain lead paint.
- (c) **Environmental:** Seller represents to the best of its knowledge that the Property conditions as relates any and all environmental issues are as set forth in the environmental reports provided to Buyer Seller makes no environmental representations for any issues or matters outside of the said environmental reports.
- (d) **Seller Knowledge:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no owners' association special assessments.
- (e) **Compliance:** To the best of Seller's knowledge and belief, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Contract will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.
- (f) **Miscellaneous:** (i) there are no unrecorded leases, easements, licenses or agreements of any kind or nature which grant any rights whatsoever to any individual or entity with respect to the Property; (ii) Seller represents and warrants that there are no existing loans on the Property.

8. SELLER OBLIGATIONS:

- (a) **Evidence of Title and Payoff Statement(s):** Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property. Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s). Further, Seller shall provide to Buyer copies of all inspection reports which are in the possession of the Seller.
- (b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (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 and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).
- (c) **Access to Property/Walk-Through Inspection:** Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer an opportunity to conduct a final walk-through inspection of the Property.
- (d) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.
- (e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.
- (f) **Good Title, Legal Access:** Seller shall execute and deliver a SPECIAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements

and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

(g) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract. Seller is exempt from revenue stamp taxes and property taxes. The deed is to be made to: **Brock Ventures, Inc.**

(h) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ N/A toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, less any portion disapproved by Buyer's lender.

(i) **Negotiated Repairs/Improvements:** **None, Property sold "AS IS".**

(j) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 8 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then all Earnest Money Deposits shall be refunded to Buyer. If legal proceedings are brought by Buyer against Seller to recover all Earnest Money Deposits, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding. Buyer shall further have the right to prosecute an action for specific performance.

(k) **Brokerage Commissions.** Seller represents and warrants it will be responsible for paying the commission to The Nichols Company at the Closing.

9. PRORATIONS AND ADJUSTMENTS: No Pro-rations

10. CONDITION OF PROPERTY AT CLOSING: Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

11. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit and any Due Diligence Fee shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

12. POSSESSION: Possession, including all means of access to the Property (keys, codes, garage door openers, etc.), shall be delivered upon Closing.

13. OTHER PROVISIONS AND CONDITIONS: See Attached Addendums and/or Exhibits

14. ASSIGNMENTS: This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

15. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

16. PARTIES AND NOTICE: This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

All notices, demands, requests, consents, approvals or other communications (the "Notice") required or permitted to be given by this Agreement shall be in writing and shall be either personally delivered, sent via facsimile, email, or by Federal Express or other regularly scheduled overnight courier or sent by United States mail, registered or certified with return receipt requested, properly addressed and with the full postage prepaid. Said Notices shall be deemed received and effective on the earlier of (i) the date actually

Buyer Initials _____ Seller Initials _____

received (which, in the case of facsimile or email notice, shall be the date such facsimile or email is transmitted) or (ii) three (3) business days after being placed in the United States Mail as aforesaid.

17. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties for Six (6) months after Closing.

18. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

19. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

20. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

21. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Entity Buyer:
Brock Ventures, Inc.

Entity Seller:
Charlotte Mecklenburg Historic Landmarks Commission

By: _____

By: _____

Dan L. Morrill – Consulting Director

Date: _____

Date: _____

NOTICE INFORMATION

NOTE: INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: **C/O Stephen D. Brock, President
836 Stonehurst Ct., Annapolis, MD 21409**

Buyer Fax#: _____

Buyer E-mail: _____

SELLING AGENT NOTICE ADDRESS:

Firm Name:
Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Mailing Address:

Individual Selling Agent:
 Acting as a Designated Dual Agent (check only if applicable)

License #: _____

Selling Agent Phone#: _____

Selling Agent Fax#: _____

Selling Agent E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: **2100 Randolph Rd., Charlotte, NC 28207**

Seller Fax#: _____

Seller E-mail: **danmorrill2@gmail.com**

LISTING AGENT NOTICE ADDRESS:

Firm Name: **The Nichols Company**
Acting as Seller's Agent Dual Agent

Mailing Address: **600 Queens Rd., Charlotte, NC 28207**

Individual Listing Agent: **Mike Nichols
(mike@thenicholscompany.com)**
 Acting as a Designated Dual Agent (check only if applicable)

License #: _____

Listing Agent Phone#: _____

Listing Agent Fax#: _____

Listing Agent E-mail: _____

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Exhibit A

**ADDENDUM TO
AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
by and between
Brock Ventures, Inc., As Buyer
And Charlotte-Mecklenburg Historic Landmarks Commission, as Seller**

THIS ADDENDUM is incorporated herein to the OFFER TO PURCHASE AND CONTRACT (hereinafter "Contract") attached hereto among the above parties, and these terms are an integral part of said Contract. However, should the terms contained herein be in conflict with the terms as contained in the Contract, the terms contained in this Addendum shall control.

Deliveries: Seller has provided the following documentation to Buyer:

- a. Copy of survey in Seller's possession, if any.
- b. Copy of Seller's title insurance policy, if any.
- c. Phase 1 Environmental Assessment, if any.
- d. Copy of Roof Assessment, if any.
- e. Copy of Asbestos Abatement, if any.
- f. Ordinance designating Property as historic.

In addition to the matters referenced in the Contract, Seller shall convey title subject to the matters contained therein and on the survey provided to Buyer.

In addition to the matters described above, Buyer specifically acknowledges Seller has disclosed the Property has been designated as a historic property and that, in addition, the Property will be conveyed subject to restrictive covenants ("Historic Restrictions") recorded or to be recorded of record to guarantee its preservation, a copy of which draft restrictions have been provided to Buyer and is attached hereto as Exhibit "B". Due to said designation and the recordation of the Historic Restrictions, any renovations, additions, and/or repairs to the Property must be completed in compliance with these Restrictive Covenants and the regulations regarding historic properties, including the guidelines incorporated in the Secretary of the Interior's Standards for Rehabilitation. Buyer agrees that it understands or will prior to expiration of the Examination/Due Diligence Period understand these requirements, including specifically, but not limited to, the requirement of obtaining a Certificate of Appropriateness from the Seller prior to commencement of any renovation or repair of the house located on the Property (known as the "Waymer Center, Lot 1B") or changes in the land, including specifically a prohibition against demolition of the Waymer Center and its attending structures.

EXHIBIT B

Prepared by: Prosser D. Carnegie
And Return to: Dr. Dan Morrill, 2100 Randolph Rd., Charlotte, NC 28207

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**HISTORIC PRESERVATION AGREEMENT
AND RESTRICTIONS (Including Right of
First Refusal and Option Rights)**

THIS AGREEMENT, made this ____ day of _____, 2018 by and between **CHARLOTTE-MECKLENBURG HISTORIC LANDMARKS COMMISSION**, a North Carolina Commission organized pursuant to N.C. G.S. 160A-400.7 under the laws of the State of North Carolina (hereinafter referred to as the "**Commission**"), and any and all persons, firms, corporations, or other entities hereinafter acquiring any interest in the real property described herein.

WITNESSETH:

WHEREAS, the Commission is the owner of certain property know as 302 Holbrooks Road, Huntersville, NC, 28078, more specifically described as **BEING ALL of Lot 1B as shown on the Map of WAYMER CENTER, MAP 2**, as recorded in Map Book 51 at Page 936 in the Office of the Register of Deeds of Mecklenburg County, North Carolina, together with all easement appurtenant thereto; reference to which is hereby made for a more particular description, and which property has certain permanent improvements situated thereon consisting of two (2) one story brick buildings, one of which has an attached wing on each side, and which property is commonly known as the "Waymer Center Lot 1B" (said improvements hereinafter referred to as the "Waymer Center, Lot 1B". Attached to Lot 1B is a Total Use Easement which is for the benefit of the Waymer Center, Lot1B. Said improvements, easement and real property are hereinafter referred to as the "**Property**"; and

WHEREAS, the Commission is a commission established pursuant to N.C. G. S. 160A-400.7 to protect historic structures to ensure that they are preserved and maintained for the benefit of future generations; and

WHEREAS, the North Carolina General Assembly has enacted the Conservation and Historic Preservation Agreements Act validating restrictions, easements, covenants, and conditions appropriate to the preservation of a structure or site historically significant for its architecture and historical association; and

WHEREAS, Grantor now desires to sell the Property and desires to place these restrictive covenants upon the Property for the purpose of preserving said property, after its conveyance to another party (which party and its assignees shall be referred to herein as "owner" or "then owner").

NOW, THEREFORE, the Property is hereby made subject to the following easements, covenants, and restrictions:

1. These covenants shall be administered solely by the Charlotte-Mecklenburg Historic Landmarks Commission, a historic commission established pursuant to N.C.G.S. Chapter 160A, its successors in interest or assigns; and in all subsequent conveyances of the Property, the Commission, its successor in interest or assigns,

Buyer Initials _____ Seller Initials _____

shall be the sole party entitled to administer these covenants. In the event that the Commission or its successors in interest by corporate merger cease to exist then, in such event, the Commission shall assign all of its rights and interest in these easements, covenants, and conditions subject to such duties and obligations which it assumes hereby, to a non-profit corporation or governmental agency which exists for substantially the same purposes as the Commission itself (as described hereinabove). If no such corporation be available for such assignment, then under such circumstances, such assignment shall be made to the State of North Carolina Department of Cultural Resources, Division of Archives and History, which shall be the sole party entitled to administer these covenants.

2. The exterior of the Property shall be maintained, repaired, and administered in accordance with the Secretary of the Interior's Standards for Rehabilitation (in effect as of March, 1990, and incorporated herein by express reference, and hereinafter referred to as the "Standards") so as to preserve the historical integrity of features, materials, appearances, workmanship, and environment of the Property. Maintenance shall be continuously provided using the same materials and workmanship prescribed by the Standards. A copy of the Standards is available from the Commission at its regular place of business in Charlotte, North Carolina.

3. No alteration and no physical or structural change and no changes in the material or surfacing shall be made to the exterior of the Property without the prior written approval of the Commission.

4. No addition shall be constructed to the Property and no additional structure shall be built upon the Property unless the plans and exterior designs for such structure or addition have been approved in advance in writing by the Commission. Such approval shall not be unreasonably withheld and refusal of approval shall be based solely upon adverse impact to architecturally or historically significant features of the Property. The Commission in reviewing the plans and designs for any addition or additional structure shall consider the following criteria: exterior building materials; height; fenestration; roof shapes, forms, and materials; surface textures; expression of architectural detailing; scale; relationship of any additions to the main structure; general form and proportion of structure; orientation to street; setback; spacing of buildings, defined as the distance between adjacent buildings; lot coverage; use of local or regional architectural traditions; and effect on archeological resources.

5. Neither the Property nor any part thereof or any structure currently located on the Property may be removed or demolished without the prior written approval of the Commission.

6. Removal or alteration of interior architectural features such as the floors, wallcoverings, doorways, stairways, and ceilings, and other elements which contribute to the architectural significance of the Property, cannot be made without obtaining a Certificate of Appropriateness by the Commission.

7. All owners and occupants of the Property shall abide by all federal, state, and local laws and ordinances regulating the rehabilitation and use of the Property.

8. The Property shall not be used for the dumping or storing of trash, garbage, waste, or other unsightly or offensive material.

9. No noxious, offensive, or illegal activity shall be carried on the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to community.

10. No hazardous or toxic substances, materials, or waste shall be used, generated, stored, or disposed of in, on, or under, or transported to or from the Property, unless written permission is obtained from the Commission. For purposes of this section, hazardous materials shall include all solid, liquid, or gaseous materials defined or regulated as wastes under any federal statute or regulation and any state or local law, regulation, or ordinance applicable to the Property and shall further include all other substances defined or regulated as pollutants or as hazardous, toxic, infectious, or radioactive substances under any federal statute or regulation and any state or local law, regulation, or ordinance applicable to the Property, all as amended from time to time. Without limitation

on the foregoing, the term hazardous materials shall include used or waste oils regulated under any federal, state, or local law, regulation, or ordinance. Notwithstanding the above, the owners and occupants shall be allowed to keep and store lawn, building and household maintenance supplies.

11. The Property shall be insured against damage by fire or other catastrophe. If the Property is damaged by fire or other catastrophe to an extent not exceeding fifty percent (50%) of the insurable value of those portions of the building, then the owner shall rebuild those portions of the Property in accordance with the Standards as referenced in Paragraph 2 hereinabove.

12. Representatives of the Commission shall have the right to enter the Property at reasonable times, after giving reasonable notice, for the purpose of inspecting the Property and any other building and grounds to determine if there is compliance with the terms of these covenants. The Commission shall also have the right to place a commemorative plaque on the Property to indicate its historic significance and once placed on the Property, Owner shall maintain said plaque in its original placement.

13. In case of any contemplated sale of the Property or any portion thereof by any owner of the Property, first refusal as to any bona fide offer of purchase must be given to the Commission, its successors or assigns. Any owner of the Property must give notice to the Commission of its intention to sell the property and specifically must give notice of the listing of the Property with any realtor, multiple listing service, or public advertisement for sale. If the Commission so decides to purchase, it shall notify the then owner of its willingness to but upon the same terms within seventy-two (72) hours of receipt of written notice of such bona fide offer. Failure of the Commission to notify the then owner of its intention to exercise this right of first refusal within such seventy-two (72) hour period shall free the owner to sell pursuant to the bona fide offer. This right of refusal shall be a covenant that will run with the land and be binding on all persons, partnerships, corporations, or other entities owning any interest in the Property and their heirs, and successors and assigns for a period of twenty-one (21) years in addition to the lifetime of the following individuals: Jeffrey Rae Sterritt, Michael Morrill Sterritt, Dan Morrill Paradis, all lives in being at the time of the execution of this document, and being the grandchildren of Dan Morrill, executive director of Charlotte-Mecklenburg Historic Landmarks Commission.

14. In the event of a violation of these covenants and restrictions, all legal and equitable remedies, including injunctive relief, specific performance, and damages, shall be available to the Commission. No failure on the part of the Commission to enforce any covenant or restriction herein nor the waiver of any right hereunder by the Commission shall discharge or invalidate such covenant or restriction or any other covenant, condition, or restriction hereof, or affect the right of the Commission to enforce the same in event of a subsequent breach or default.

15. In the event of a violation of covenants contained in Paragraphs 2, 3, 4, 5, and 6 hereof, the Commission shall give the then owner written notice of the nature of the violation and the then owner shall correct the same within ninety (90) days next following the giving of said notice. If said violation is not corrected within the said ninety (90) day period, the Commission shall have the following rights and remedies in addition to all other remedies contained herein:

- a. The Commission shall have the right and easement to go upon such portion of the Property to repair, maintain, and correct the violation of these restrictions. Owner shall promptly reimburse the Commission for all sums expended by the Commission to correct any restriction violations. The Commission shall also have a lien enforceable in accordance with the provisions of North Carolina General Statue §44A against the Property for all sums expended to correct the violation of these restrictions pursuant to this paragraph. Such lien shall be subordinate to the interest of any mortgagee, irrespective of when its interest attached, and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction; and

b. The Commission shall also have an option to purchase the Property, under the terms contained in this paragraph. The purchase of the Property shall be at a price equal to the then market value of the Property, subject to restrictive covenants, as determined by agreement of the then owner and the commission, or in the absence of such agreement, by a committee of three appraisers, one to be selected by the Commission, one to be selected by the then owner, and the other to be designated by the two appraisers selected by the Commission and the then owner respectively. Provided, however, that if there are any outstanding deeds of trust or other encumbrances against the Property, any right to repurchase shall be subject to said deeds of trust or encumbrances, and they shall either be satisfied or assumed as part of the purchase price.

16. The covenants specified herein and these restrictions shall be covenants and restrictions running with the land, which shall be binding on all persons, partnerships, corporations, or other entities owning any interest in the Property, and their heirs, successors, and assigns. Unless otherwise provided, the covenants and restrictions set forth above shall run in perpetuity and shall terminate and be of no further force or effect only in the event that the Property is damaged beyond restoration as a result of fire or other catastrophe. Damage beyond restoration is defined as damage to an extent exceeding fifty percent (50%) of the insurable value of the building. Should any covenant or restriction be declared unenforceable, it shall not affect the enforceability of the other covenants and restrictions contained herein.

IN WITNESS WHEREOF, the Commission has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal duly affixed hereto, the day and year first above written.

CHARLOTTE-MECKLENBURG HISTORIC LANDMARKS COMMISSION

By: _____
Name: _____
Title: _____

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, _____, Notary Public for said County and State, certify that _____, either being personally known to me or proven by satisfactory evidence, personally came before me this day and acknowledged that he/she is _____ Chairman of **CHARLOTTE-MECKLENBURG HISTORIC LANDMARKS COMMISSION**, a North Carolina Commission organized pursuant to N.C. G.S. 160A-400.7, and that by authority duly given and as the act of the Commission, he/she, as _____ Chairman of said Commission, executed the foregoing on behalf of the Commission.

Witness my hand and official seal, this the ____ day of _____, 2018.

Notary Public

(Notary Seal)

My Commission Expires: _____