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July 24, 2023

VIA EMAIL TRANSMISSION

MECA Commercial Real Estate
Zach Daniel
ZDaniel@mecacommercial.com

Re: Non-Binding Letter of Intent to lease 975 South Point Rd, Belmont, NC

To whom it concerns:

As the exclusive brokerage representative for Fifth Third Bank, I have been authorized to submit to you this letter of intent for which you serve as representative.

The purpose of this letter is to set forth the basic terms upon which **Fifth Third Bank**, (the "Lessee") intends to lease the following described property and all improvements thereon (the "Property") and that **South Point Associates Land LLC** ("Lessor") is willing to ground lease the above mentioned parcel to Lessee. This letter will not constitute a binding offer to lease by the Lessee or a binding offer to lease by the Lessor. This non-binding letter of intent is a summary of the proposed terms that can serve as a basis for discussion. The terms are as follows:

1. Lessee: Fifth Third Bank, National Association
38 Fountain Square Plaza
Cincinnati, OH 45263
2. Use Clause: Any lawful purpose including but not limited to the construction and operation of a retail financial center; however, the use shall be subject to existing exclusions in all leases within the shopping center (including no food stores, chicken, etc).
3. Premises/Store Size: Approximately 1.14 acres as depicted on Exhibit "A" including easements for ingress and egress (no change

to existing curb cuts), utilities, and storm water drainage and retention.

Lessee intends to construct approximately 1,900 square feet plus a minimum of 2 drive-through lanes (final size to be determined) and 1 bypass lane; however, Lessee shall have the right to develop the parcel subject to Lessor's reasonable approval and subject to all local codes. NOTE- Property needs to get site plan and drive-thru approval from Belmont with Landlord approval.

4. Base Rent: Annual Minimum Base Rent shall be \$XXXXXX
tXXXXXXXXXXXXXXXXX. (*text deliberately deleted*)
5. Term: 15 years
6. Security Deposit: Waived based upon the strength of lessee's financials
7. Options: Four (4) options of five (5) years each.
XXXXXXXXXXXXXXXXX (*text deliberately deleted*)
during each 5-year option period and tenant shall be required to provide Notice of Intent to renew 180 days prior to Lease Expiration Date.
8. Taxes: Lessor will provide a separate Tax Parcel to Lessee, and Lessee will pay all taxes directly.
9. Turnover of Possession: Lessor shall deliver possession the date after Lessor's Work, pursuant to Paragraph 18 herein is complete; and, Lessee's written notice of approval of Due Diligence Conditions and Property is free and clear of any environmental contamination, and any liens, encumbrances, restrictions, tenancies and leases (other than this Lease) thereon including without limitation, any deeds to secure debt or mortgages (unless specifically subordinated to this Lease or unless Lessee's interests are protected pursuant to a recordable non-disturbance agreement signed by such mortgagee in form satisfactory to Lessee any liens and any Lessee in possession. Turnover is estimated to be 90 days after Zoning & Site Plan approval by the Town of Belmont.
10. Rent Commencement: Rent shall commence the earlier of (i) 180 days after the later of (A) the date Lessor completes Lessor's Work or (B) the expiration of the Permit Period, or (ii) the date Lessee opens for business.

11. No Covenant to Open/
No Duty to Continuously
Operate: Neither a covenant to open nor a covenant to continuously operate shall be imposed on Lessee. Lessee's failure to open or to continuously operate shall not be a default under the Lease.
12. Signage: Lessee may install such signs on the Property as are available within the governmental approval process and per Shopping Center's Sign Requirements (attached). Lessee's signs are subject to Lessor's prior written approval which must not be unreasonably withheld. Lessee has the ability to install their own Monument Sign within their Premises if allowed by code. Additionally, if there is a future Shopping Center Sign, Lessee will have the right to a panel on it. ~~Lessee will have the right to signage on any and all pylon or monument signs which are currently in existence at the Development or which are later constructed for the benefit of the Development.~~
13. Subordination: Lessor agrees that Lessee may place a leasehold mortgage on Lessee's leasehold interest in the Property, and to recognize any mortgagee succeeding to Lessee's leasehold interest as its Lessee under the lease. However, Lessor shall not be required to subordinate its fee interest to such mortgage. Lessor agrees to provide the leasehold mortgagee notice and opportunity to cure defaults by Lessee under the lease. Lessor and Lessee also agree to provide estoppel certificates if requested by the other party or its lenders from time to time to confirm the status of this Lease and compliance with the terms hereof.
14. Cross Access: Lessee, its customers, vendors, and invitees, shall have a non-exclusive easement to transverse the common areas and occupy parking in the Common Areas of the Shopping Center.
15. Title & Survey Matters: Lessor shall provide and have good and marketable fee simple title to the property, subject only to easements and restrictions of record that are acceptable to Lessee. Lessor shall obtain at Lessor's expense a survey of the Property, which shall reflect no encroachments,

boundary line discrepancies, easements or other conditions which, in the Lessee's sole discretion, are objectionable. Lessor to also provide any due diligence information in its possession within 5 days of LOI Execution, including, but not limited to: Master Plan (including utilities, storm water and grading), Architectural Guidelines for Shopping Center, Declarations and ECRs.

16. Contingencies:

Lessee at Lessee's sole expense within 120 days from the date of a fully executed Lease shall undertake an extensive and detailed due diligence investigation of the Property ("Inspection Period") within the time limits established in the Lease Agreement to include but not be limited to:

- (a) Determination that the Property is properly zoned under any applicable laws and ordinances as so to permit Lessee's intended use as a location for a full-service retail banking center with drive-through facilities; NOTE- will need to get site plan approval from Belmont. Landlord to assist in process. To be further defined in the Lease.
- (b) Determination that the Property is properly served with sufficient sanitary sewer, storm sewer, water, gas, electricity, telephone and other utilities sufficient for said intended use;
- (c) Receipt of an environmental assessment report satisfactory to Lessee with respect to any recognized environmental conditions (or lack thereof) affecting the Property;
- (d) Assurances satisfactory to Lessee that it will obtain all necessary or desirable government approvals and/or permits in connection with the Lessee's intended use of the Property including the construction of a building and the erection of acceptable signage;
- (e) Determination that the Property is in a physical condition and/or state of repair acceptable to Lessee. Lessee shall have obtained such inspections and/or testing of the Property as may be desired by Lessee, including geotechnical and such other inspections and/or testing that Lessee deems necessary or desirable, the results of which shall be acceptable to Lessee;

- (f) Assurances satisfactory to Lessee that Lessor has terminated all existing lease tenancies on the parcel, and that Lessor will deliver to Lessee the parcel free and clear of all existing Lessee(s).
- (g) .- Site is "AS-IS"
- (h) Appropriate state and federal regulatory approval to operate a branch financial center;
- (i) Approval from Fifth Third Finance Committee.

17. Permit Period: Lessee shall have 150 days from the expiration of the Inspection Period to obtain all governmental approvals for Lessee's intended use of the Property as a retail banking center. Governmental approvals shall include a variance for a drive thru. In the sole event that Lessee is not able to obtain a permit for its desired use of the Property, Lessee may terminate the Lease. Lessee will have two (2), thirty (30) day extensions to the Permit Period, provided permitting is underway.

18. Lessor's Work: Lessor shall deliver the Property free of all contaminants and/or hazardous waste. In the event that the existing building on the Property contains any hazardous materials, including but not limited to asbestos, Lessor shall reimburse Lessee for the removal and proper disposal of such materials. Lessor shall terminate all existing lease tenancies on the Property, at its sole cost and expense, and deliver to Lessee the Property free and clear of all tenants and occupants. Lessor shall provide Lessee with written notification prior to the end of the Inspection Period that Lessor has terminated all leases and that all tenants have vacated or will vacate the Property prior to the end of the Permit Period.

19. Lessee's Work: Lessee shall be responsible for all other work required to build Lessee's improvements including, but not limited to all site work, construction of its building, lighting, parking lot, landscaping and all applicable signage.

20. Utilities: Lessee will be responsible for connecting to all utilities including any and all connection fees and/or tap fees.
21. Impact Fees: As- Is
22. Right of First Refusal: N/A
23. Brokerage: Neither Lessor nor Lessee has utilized another broker with respect to this transaction other than CBRE, Inc., who represents the Lessee in this transaction. Commission to be paid will be a separate agreement between CBRE and MECA Commercial Real Estate.
24. Exclusive Use: Lessee requires that it have exclusive right to be the only financial institution within the entire Development (retail banking, commercial banking, Electronic ATM Banking, retail banking signage, mortgage broker and investment advisory services or other similar financial purposes) for the entire time Lessee occupies the Premises. Please confirm no other Credit Union or Bank will be allowed within the Development. This excludes Harris Teeter, Chick Fila and ATM pad, with the exception of ATMs of a national or large regional financial institution, in the shopping center.
25. Exclusivity: Lessor agrees once this letter is signed by both parties it will not solicit or enter into any contract to sell or any lease or contract to lease the Property for three (3) weeks without prior notification to Lessee. However, if this Letter of Intent is not fully executed by both Lessee and Lessor by July 10, 2023, Lessor shall be free to pursue another Lessee or a buyer for the Property unless the execution of such Agreement has been delayed due to the inaction of the Lessor.

The business terms and conditions as outlined above are not an offer to lease. These terms and conditions will bind neither party until Lessee's standard Lease form has been fully executed by both parties. When a lease is signed, it will supersede and replace this summary in its entirety. The business terms and conditions outlined above will expire at 5:00 p.m., on the Tenth (10th) day following the date of this letter. This proposal is subject to the final approval of Lessor and Lessee. The Lessor and Lessee reserve the right to

change, alter, delete or completely withdraw this proposal at any time without notice.

Lessor shall not sell or lease any adjoining out parcel or property controlled by Lessor or Lessors affiliate business entities or partnerships that comprise the balance of the undeveloped land adjacent to the subject parcel to another bank or financial services business.

26. Lease Form: Lessee's standard lease format.

CBRE © 2023 All Rights Reserved. All information included in this letter/proposal pertaining to CBRE—including but not limited to its operations, employees, technology and clients—are proprietary and confidential, and are supplied with the understanding that they will be held in confidence and not disclosed to third parties without the prior written consent of CBRE. This letter/proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties. The parties agree that this letter/proposal is not intended to create any agreement or obligation by either party to negotiate a definitive lease/purchase and sale agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive executed agreement, and without any liability to the other party, either party may (1) propose different terms from those summarized herein, (2) enter into negotiations with other parties and/or (3) unilaterally terminate all negotiations with the other party hereto.

Best regards,

Sara Goetz

Sara Goetz
Transaction Manager

Accepted and Agreed:

South Point Associates Land LLC, as Lessor


By: *Larry L. Nelson*
Its: *Pres & Partner*

Date: 8-9-, 2023

Fifth Third Bank, as Lessee

By: *[Signature]*
Its: **Jeff Wagner**
VP-Real Estate Manager

Date: July 31, 2023

By: 
DeAnn Leonard
Its: VP-Real Estate Manager
Date: July 31, 2023

27. → Fifth-Third Bank agree to pay
\$200.00 per month for the upkeep
of The Common area for the Shopping
Center "outside" of the 1.14 ac. that Fifth
Third has under lease.

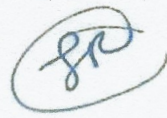

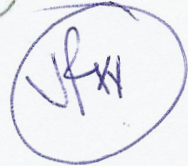




Exhibit A:

