

**AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY**

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this “Agreement”) made this ____ day of _____, 2018 by and between Brock Ventures, Inc., a North Carolina corporation, or Assigns (“Buyer”), and Charlotte-Mecklenburg Historic Landmarks Commission, a NC Commission (“Seller”).

FOR TEN DOLLARS (\$10) AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN 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: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **“Property”:** land and improvements located at 302 Holbrooks Rd in Huntersville, NC and more specifically described in Section 1b and Exhibit A herein.

(b) (Legal Description/Description):

If this box is checked, “Property” shall mean that property described on **Exhibit A** attached hereto and incorporated herewith by reference as if fully set forth herein, together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on **Exhibit A**.

\$ 350,000.00 (c) **“Purchase Price”** shall mean the sum of Three Hundred and Fifty Thousand Dollars *payable on the following terms:*

(i) **“Earnest Money**, which shall mean the Earnest Money payable under **Exhibit B**, Paragraph 1; plus

(ii) **“Cash** at closing, balance of Purchase Price.

(d) **“Closing”** shall occur on the Closing Date (as defined on **Exhibit B**), as such date may be extended pursuant to **Exhibit B**, Paragraph 4.

(e) **“Broker(s)”** shall mean: Mike Sullivan of The Nichols Company in Charlotte, NC, acting as Seller’s Agent. Seller shall be solely responsible for paying all (100%) real estate broker commissions due at Closing. Buyer has no real estate broker for this transaction

(f) **“Examination Period”** shall have the meaning shown on **Exhibit B**, Paragraph 2.

(g) **“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.

(h) **“Seller’s Notice Address”** shall be as follows:

with copy to

The Nichols Company
Attn: Mike Sullivan
600 Queens Rd
Charlotte, NC 28207
mike@thenicholscompany.com

except as same may be changed pursuant to Section 11.

(i) **“Buyer’s Notice Address”** shall be as follows:

Brock Ventures, Inc.
Attn: Stephen D. Brock, President
836 Stonehurst Ct.
Annapolis, MD 21409

except as same may be changed pursuant to Section 11.

(j) **“Contract Date”** shall mean the date set forth at the top of page 1 of this Agreement.

(k) If this block is marked, additional terms of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference.

Section 2. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes, leases, rents and utilities or any other assumed liabilities, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller’s obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following: n/a . Buyer shall pay recording costs, costs of any title search, title insurance, survey and the following: n/a . Each party shall pay its own attorney’s fees.

Section 3. Deliveries: Seller agrees to deliver to Buyer within ten (10) days of the Contract Date copies of all available information relating to the Property in possession of or available to Seller, including, but not limited to: title insurance policies, deeds, environmental or soil reports, surveys and copies of all presently effective warranties or service contracts related to the Property. 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; 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. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 3, or other applicable sections, if any, and may, upon Seller's request, provide to Seller such copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, as Buyer deems appropriate.

Section 4. Sale of Property and Payment of Purchase Price: Seller agrees to sell the Property and Buyer agrees to purchase the Property for the Purchase Price. Buyer shall pay the Purchase Price in accordance with and subject to all the terms and conditions of this Agreement including **Exhibits A and B** to this Agreement.

Section 5. Title: Seller agrees to convey fee simple marketable and insurable title to the Property by general warranty deed, subject only to the exceptions hereinafter described. Seller represents and warrants that Seller is the fee simple owner of the Property, and at Closing, Seller shall deliver to Buyer good, marketable and insurable fee simple title to said Property, free and clear of all liens, encumbrances and defects of title other than zoning ordinances affecting the Property, utility easements of record serving the Property, taxes not yet due and payable, rights-of-way of record and those other encumbrances, reservations, restrictions and easements and other exceptions of record not objected to by Buyer under Section 6(c) (collectively "Permitted Exceptions"). Seller shall not enter into or record any instrument that affects the Property after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer) of the following conditions:

- (a) **Intentionally Omitted**
- (b) **Intentionally Omitted.**
- (c) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period, as defined in Section 1(f) and **Exhibit B**. In the event that such title examination shall show that Seller's title is not good, marketable, fee simple and insurable, or that the Property is subject to exceptions which are unacceptable to Buyer in its sole discretion, then the Buyer shall notify the Seller in writing of all such title defects and exceptions prior to the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, the Buyer may in its sole discretion terminate this Agreement and receive a return of Earnest Money and any Extension Fees (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

- (d) **Intended Use:** 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 date of Closing, that use of the Property for its Intended Use will violate any such private restrictions or governmental regulations, then Buyer may terminate the Agreement by written notice and receive a return of the Earnest Money, and neither party shall then have any further obligations in connection with this Agreement.
- (e) **Same Condition:** If the Property is not in substantially the same condition as of the Contract Date, reasonable wear and tear excepted, then the Buyer may, at Buyer's option: (a) terminate the Agreement and receive a return of the Earnest Money and any Extension Fees, or (b) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.
- (f) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting timber cruises, and surveying the Property. Buyer shall conduct all such on-site inspections, examinations, soil boring and other testing, timber cruises and surveying of the Property in a good and workmanlike manner, shall repair any damage to the Property caused by Buyer's entry and on-site inspections, and shall conduct same in a manner that does not unreasonably interfere with Seller's use and enjoyment of the Property. Buyer shall also have a right to review and inspect all leases, contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller as relate directly to the operation and maintenance of the Property. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Paragraph and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. Except as provided in Section 6(c) above, Section 6(d) above, Section 7 below, and in **Exhibit B** to this Agreement, Buyer shall have from the date of acceptance through the end of the Examination Period to perform the above inspections, examinations and testing to determine if the Property is suitable for the Intended Use.
- (g) Any additional conditions to Closing set forth on **Exhibit B**.

Section 7. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal within the buildings or on the Property of 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 302.4) 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 materials, 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 of 1977 (33 U.S.C. Sec. 1351, et. seq.) 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. 6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Sec. 9481). Seller further states that it has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts, and it has no reason to suspect that such use or disposal has occurred, either during or prior to its ownership of the Property. Prior to Closing, Buyer shall have the right to conduct such tests and examinations as it deems necessary to evaluate the environmental condition of the Property, notwithstanding that the Examination Period shall have expired. If at any time prior to Closing the Buyer or any governmental or regulatory agency determines that the environmental condition of the Property is insufficient for its Intended Use, then Buyer may terminate this Agreement upon written notice to Seller and the Earnest Money shall be disbursed in accordance with the terms of this Agreement.

Section 8. Risk of Loss/Damage Repair: Until the Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as it was on the Contract Date, Buyer may elect to terminate this Agreement, and the Earnest Money shall be returned to the Buyer. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 9. Earnest Money Disbursement; Default: In the event of a breach of this Agreement by Seller, then the Earnest Money and any Extension Fees shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach; provided further, in the event of breach of this Agreement by Seller, Buyer may avail itself of any remedies available to it at law or in equity, including, but not limited to, the right to specific performance. In the event of a breach of this Agreement by Buyer, then the Earnest Money and any Extension Fees shall be forfeited, which shall be the sole remedy available to Seller for such breach. NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of Earnest Money held in escrow by a licensed real estate broker, the broker is required by state law to retain said Earnest Money in its trust or escrow account until it has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction.

Section 10. Closing: The Closing shall consist of the execution and delivery by Seller to Buyer of a General Warranty Deed and other documents customarily executed by a seller in similar transactions, including without limitation, an owner's affidavit, lien waiver forms and a non-foreign affidavit and the payment by Buyer to Seller of the Purchase Price in accordance with the terms of this Agreement. At Closing, the Earnest Money and any Extension Fees shall be applied as part of the Purchase Price. The Closing shall be held at the office of Buyer's attorney or such other place as the parties hereto may mutually agree. Possession shall be delivered at Closing, unless otherwise agreed herein.

Section 11. 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 in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(h) as to Seller and in Section 1(i) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

Section 12. Entire Agreement and Enforceability: This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. This Agreement shall become a contract when signed by both Buyer and Seller. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 13. Adverse Information and Compliance with Laws:

- (a) **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, except as follows: None (Insert "None") or the identification of such assessments, if any). Seller shall pay all confirmed owners' association assessments and all confirmed governmental assessments, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows: N/A.
- (b) **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 Agreement 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.
- (c) Except as disclosed in Section 23 of this Agreement, 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.
- (d) Seller represents and warrants that any existing loan on the Property is current in all respects and that no default exists under the loan documents (which shall include all documents executed by the Seller in connection with the loan for the Property), and that such loan shall remain current and the Seller shall comply with all aspects, conditions and requirements of said loan documents at all times that this Agreement is in force including the date of Closing.

Section 14. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments,

and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 15. **Applicable Law:** This Agreement shall be construed under the laws of the state in which the Property is located.

Section 16. **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. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 17. **Memorandum of Contract:** Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 18. **Authority.** Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 19. **Brokers.** Except as expressly provided herein, Seller agree to indemnify and hold Buyer harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(e) of this Agreement, they have not employed or engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers will be paid by the Seller.

Section 20. **Assignment.** Buyer shall have the right to assign this Agreement at any time. Seller shall not have the right to assign this Agreement without the prior written consent of Buyer.

Section 21. **No Solicitation.** Seller agrees that upon its execution of this Agreement neither it nor its agents or employees (a) will initiate or encourage the initiation by others of discussions or negotiations with third parties or respond to solicitations by third parties relating to the Property or any part thereof, (b) will fail to immediately notify Buyer if any third party attempts to initiate any such solicitation, discussion or negotiation with Seller and (c) will enter into an agreement with any third party with respect to the Property or any part thereof.

Section 22. Confidentiality. Seller and its agents, representatives, employees, members, managers, partners, officers and directors will not disclose the subject matter or terms of the transaction contemplated by this Agreement (except to professionals performing services for Seller or government agencies requesting same) unless prior written consent to such disclosure is obtained from Buyer, which consent may be withheld in Buyer's sole discretion.

Section 23. Seller certifies that the status of the Property is as follows (Seller initial next to proper statement). In the event that Seller desires to change the status from what is stated below, Seller shall notify Buyer in writing before such change so that any notices required by Buyer's financing sources can be provided prior to entering into a verbal or written agreement with any possible tenant. Misrepresentation by Seller or a change in status without prior written notice to Purchaser shall constitute an event of default by Seller under this Agreement.

- _____ (a) The Property is vacant and there are no structures on the Property or agricultural use of the Property by any party.
- _____ (b) The Property is solely occupied by Seller and members of Seller's immediate household that live in the same structure as Seller.
- _____ (c) There is a person or persons occupying or using the Property for either residential, business or agricultural use other than Seller, or members of Seller's household living in the same structure as Seller. (Seller should choose this option regardless of whether there is a written or oral agreement, and regardless of the relationship to Seller or duration of the agreement if there is someone occupying the property other than Seller or members of Seller's household).
- _____ (d) Other. Explain: Property is a vacant, historic school structure with no residential or commercial tenants.


[Separate Signature Page Follows]

THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW. EACH PARTY WILL NEED TO CONSULT ITS OWN ATTORNEY FOR ANY DETERMINATION OF RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT.

Business Entity

Brock Ventures, Inc., a North Carolina corporation

Date: 3/30/18

By:  (SEAL)
Stephen D. Brock, President

Seller

Charlotte-Mecklenburg Historic Landmarks Commission

Date: _____

By: _____ (SEAL)
Name: _____
Title: _____

Date: _____

By: _____ (SEAL)
Name: _____
Title: _____

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.

Blanco Tackabery & Matamoros, P.A.

Date: _____

By: _____

EXHIBIT A

DESCRIPTION OF PROPERTY

The Property shall consist of approximately 3.6 acres of land and all existing improvements located at 302 Holbrooks Rd in Huntersville, NC 28078 and being Parcel ID 01909306 and as further illustrated below.



Seller(s) Initials: _____

Buyer Initials: LSB

EXHIBIT B

ADDENDUM TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY DATED _____, 2018 BETWEEN BROCK VENTURES, INC. AND CHARLOTTE-MECKLENBURG HISTORIC LANDMARKS COMMISSION

1. The “Earnest Money” identified in Section 1(c)(i) of the Agreement shall mean the sum of the following:

- (a) An Earnest Money deposit of Five Thousand Dollars (\$5,000.00), which shall be promptly deposited by Buyer in escrow with Blanco, Tackabery & Matamoros, P.A. (the “Escrow Agent”) within five (5) business days of execution of this Agreement; and
- (b) A second Earnest Money deposit of Ten Thousand Dollars (\$10,000.00), which shall be deposited by Buyer in escrow with Escrow Agent on or before June 15, 2018, unless this Agreement is terminated on or before such date; and

At Closing, the full Earnest Money amount shall be applied to the Purchase Price at Closing.

2. The “Examination Period” identified in Section 1(f) of the Agreement shall begin on the Contract Date and continue through June 15, 2018. During the Examination Period, Buyer shall make inspections as described in Section 6(f) of the Agreement. Prior to the end of the Examination Period, Buyer may terminate this Agreement for any or no reason.

3. Prior to the end of the Examination Period, should this Agreement be terminated for any reason, then Escrow Agent shall return the full Earnest Money to Buyer, and Buyer and Seller shall have no further obligations to each other. Following the expiration of the Examination Period, should Buyer fail to close on the transaction on or before the Closing Date (as defined in Paragraph 4 of this **Exhibit B** below) for any reason, then Seller shall be entitled to Earnest Money (except as otherwise provided in Section 6 or 9 of the Agreement). Nothing in this paragraph shall negate Buyer’s rights under Sections 6 or 9 of the Agreement.

4. “Closing Date” shall mean a date selected by Buyer that is on or before October 1, 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, except as otherwise provided in Section 6 or 9 of the Agreement, and shall be applicable to the Purchase Price at Closing.

5. Seller acknowledges that, to meet Buyer's Intended Use for the Property, the Property must have, and must continue to have until Closing, available to it all utilities, including water and sewer, with adequate capacity as determined by Buyer. Buyer will examine and confirm such utility capacity, availability, and connection costs during the Inspection Period and again prior to Closing. Should there be inadequate utility capacity at any time prior to Closing, Buyer may deem the Property unsuitable for its Intended Use under Section 6(d) of the Agreement and, in such event, Buyer may terminate this Agreement upon written notice to Seller and the Earnest Money shall be disbursed in accordance with the terms of this Agreement.

6. 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 under Section 6(d) of the Agreement and, in such event, Buyer may terminate this Agreement upon written notice to Seller and the Earnest Money shall be disbursed in accordance with the terms of this Agreement.

7. As a condition necessary to close, Seller shall deliver to Buyer at or before closing, a corporate resolution or similar/equivalent document as shown in **Exhibit C** herein by Seller's Board of Directors or other controlling body that authorizes the Seller's signatories of this Agreement to enter in to this Agreement and to sell the Property for the terms encompassed by this Agreement.


(The remainder of this page intentionally left blank)

8. In the event any terms or provisions of the Agreement conflict with the terms and provisions of this **Exhibit B**, the terms of this **Exhibit B** shall control.

Buyer:

Brock Ventures, Inc., a North Carolina corporation

Date: 3/30/18

By:  (SEAL)
Stephen D. Brock, President

Seller:

Charlotte-Mecklenburg Historic Landmarks Commission

Date: _____

By: _____ (SEAL)
Name: _____
Title: _____

Date: _____

By: _____ (SEAL)
Name: _____
Title: _____

EXHIBIT C

CORPORATE RESOLUTION EXAMPLE/TEMPLATE

**UNANIMOUS WRITTEN CONSENT
OF
THE DIRECTORS AND SHAREHOLDERS
OF**

The undersigned, being all of the members of the Board of Directors and Shareholders of _____, a _____ (the "Company"), acting without a meeting hereby adopt and consent to the adoption of the following resolutions and the taking of the action contemplated thereby, with said resolutions and the consent to said action to have the same force and effect as if duly adopted at a meeting duly called and held.

Sale of Property

WHEREAS, the Company plans to sell to Brock Ventures, Inc., a North Carolina corporation, or its assigns (the "Purchaser") certain real property located at _____, North Carolina (the "Property"), pursuant to the terms of that certain Agreement for Purchase and Sale of Real Property dated _____, 20____ (the "Purchase Agreement"); and

WHEREAS, all of the directors and shareholders of the Company have determined that selling the Property pursuant to the terms of the Purchase Agreement is in the best interests of the Company; and

WHEREAS, all of the directors and sole shareholder of the Company desire to authorize the Company to enter into and execute and deliver all necessary documents in connection with the sale of the Property;

NOW, THEREFORE, IT IS RESOLVED: That the Company selling the Property to Purchaser pursuant to the terms of the Purchase Agreement is hereby deemed necessary, appropriate, advisable and in the best interest of the Company;

FURTHER RESOLVED: That all actions taken by any officer of the Company to sell the Property, or in furtherance of the sale of the Property, are hereby confirmed and approved as being in the best interest of the Company;

FURTHER RESOLVED: That the officers of the company be, and hereby are, authorized, directed and empowered to execute and deliver such documents or instruments as may reasonably be required to sell the Property on behalf of the Company, including, but not limited to a deed, FIRPTA affidavit, lien and possession affidavits and closing statement; and

FURTHER RESOLVED: That all actions taken by any officer of the Company to sell the Property are hereby confirmed and approved as being on behalf of and in the best interests of the Company.

IN WITNESS WHEREOF, the undersigned being all of the members of the Board of Directors and shareholders of the Company, hereby adopt this Written Consent effective as of the _____ day of _____, 20_____.

DIRECTORS:

SHAREHOLDERS: