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FORSYTH CO. NC FEE \$26.00

PRESENTED & RECORDED

06/04/2015 10:59:38 AM

C. NORMAN HOLLEMAN

REGISTER OF DEEDS

BY: S L POINDEXTER

DPTY

BK: RE 3234**PG: 765 - 771**

Return to: Robinson, Bradshaw & Hinson, P.A., 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246 (WKP)

Prepared by: Stephen C. Minnich

REPURCHASE AGREEMENT

This Repurchase Agreement ("Agreement") is entered into as of the 4th day of June, 2015 (the "Effective Date"), by and between **BartMart, LLC**, a North Carolina limited liability company with its principal office address at 5174 King Rusty Lane, Winston-Salem, NC 27106 ("BartMart") and Pavilion Winston-Salem, LLC, a North Carolina limited liability company with its principal office address at 5606 Carnegie Boulevard, Suite 110, Charlotte, NC 28209 ("Pavilion").

Background

A. Pavilion is the owner of the real property known as Parcel C and more particularly described in Exhibit A attached hereto ("Parcel C"). Pavilion has leased a portion of Parcel C to Conn Appliances, Inc. ("Conn's") pursuant to a Lease dated September 26, 2014 (as the same may be amended, modified, supplemented or restated, the "Conn's Lease"), as evidenced by that certain Memorandum of Lease recorded in Book 3200, Page 613 of the Forsyth County Public Registry.

B. Pavilion is selling to BartMart certain real property adjacent to Parcel C and known as Outparcel 1, as more particularly described in Exhibit B attached hereto ("Outparcel 1").

C. BartMart intends to develop, construct and operate a car wash facility and business (the "Car Wash") on Outparcel 1.

D. Pavilion has required, as a condition to its willingness to sell Outparcel 1 to BartMart, that BartMart agree to certain repurchase terms and conditions as set forth in this Agreement.

Agreement

In consideration of the foregoing premises and other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Repurchase Option. BartMart grants and conveys to Pavilion and any successor owner of Parcel C (the "Parcel C Owner") the option and right (the "Repurchase Right"), but not the obligation, to purchase Outparcel 1 on the terms set forth herein, upon the satisfaction of all of the Repurchase

Conditions as described herein. The "Repurchase Conditions" shall be deemed satisfied in the event that BartMart or any successor fee owner of Outparcel 1 (the "Outparcel 1 Owner") should fail to operate the Car Wash on Outparcel 1 for a period of more than twelve (12) successive months commencing at any time after the Opening Date (as defined below), and continuing for an additional sixty (60) days after Outparcel 1 Owner's receipt of a Repurchase Notice, provided that at the time of Parcel C Owner's Repurchase Notice (as defined below) and at Closing of the Repurchase Right, Conn's or its successor and assign as tenant under the Conn's Lease continues to operate a business on Parcel C pursuant to the Conn's Lease. As used herein, the "Opening Date" shall mean the date that the Car Wash is first open to the public for business, after completion of initial development and construction.

2. Notice of Exercise. The Repurchase Right must be exercised by the Parcel C Owner by written notice to the Outparcel 1 Owner (a "Repurchase Notice") given prior to the Termination Date of this Agreement, and after accrual of the Repurchase Right.

3. Purchase Price. The purchase price for Outparcel 1 under the Repurchase Right shall be equal to the greater of (i) the Fair Market Value of Outparcel 1, as determined by the appraisal process described in Section 4 below; or (ii) the outstanding balance as of Closing, as evidenced by one or more payoff letters from the secured lender(s), of debt incurred by the fee owner of Outparcel 1 to purchase, develop, construct or refinance Outparcel 1 or the improvements located thereon, but only to the extent such debt is secured by a mortgage or deed of trust lien on Outparcel 1.

4. Determination of Fair Market Value. The "Fair Market Value" of Outparcel 1 shall be determined by three (3) independent MAI appraisers, each having at least five (5) years' experience in appraising commercial properties. One of the appraisers shall be selected by the Parcel C Owner, and two of the appraisers shall be selected by the Outparcel 1 Owner. Within twenty (20) days of delivery of the Repurchase Notice, each party shall designate, by written notice to the other, the appraiser(s) selected and shall direct such appraisers to commence their work. The average of the three (3) appraisals shall be taken and the result thereof shall constitute the purchase price for Outparcel 1 pursuant to the Repurchase Right, which appraisals and the resultant purchase price shall be binding upon the parties and shall be the amount at which the Parcel C Owner may exercise the Repurchase Right. Both parties shall exercise due diligence in appointing the appraisers and in eliciting the reports of their determination of the appraised value, and each owner shall pay for the appraisers appointed by them. If the Parcel C Owner does not agree with the Fair Market Value as determined by the appraisers, the Parcel C Owner may elect to terminate its Repurchase Right by providing written notice of the same to the Outparcel 1 Owner within five (5) business days of receipt of the Fair Market Value as determined by the appraisers, provided that (a) the Parcel C Owner reimburse the Outparcel 1 Owner for the documented costs of the appraisers engaged by the Outparcel 1 Owner and (b) the Parcel C Owner delivers an instrument in recordable form that terminates this Agreement.

5. Closing. The closing of the purchase transaction pursuant to the Repurchase Right (the "Closing") shall be completed within ninety (90) days after the determination of Fair Market Value (the "Outside Closing Date"). The Closing shall be accomplished by Outparcel 1 Owner's conveyance of Outparcel 1 to the Parcel C Owner, its successors and assigns, by special warranty deed, free and clear of any liens and encumbrances other than those encumbrances existing on the Effective Date and any encumbrances or easements created in the development, construction, or operation of Outparcel 1 (e.g., utility easements), imposed by law or any governmental authority, or approved by the Parcel C Owner. The Parcel C Owner shall be responsible for all fees, costs and taxes associated with the Closing and the conveyance of Outparcel 1.

6. Notices. All notices, demands or other communications of any type given by a party to the other, if required by this Agreement, shall be given in writing and shall be delivered personally to the

addressee with a receipt requested therefor, or shall be sent by a recognized overnight courier service for next day delivery, or by United States certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective address set forth at the beginning of this Agreement. Notices sent in compliance with this paragraph shall be effective (a) upon receipt or refusal if delivered personally; (b) one (1) business day after deposit with an overnight courier service; or (c) three (3) business days after deposit in the U.S. Mail. Either party may change its address for notices by written notice to the other party, and notices to any successor in title to the parties may be delivered to the grantee address set forth in the successor's deed.

7. Term and Termination. The Repurchase Right and this Agreement shall automatically expire, terminate and become null and void upon the sooner to occur of the following: (i) the first date on which Conn's or its successor or assign under the Conn's Lease no longer retains any real property interest in Parcel C; or (ii) five (5) years after the Effective Date (the "Termination Date"). At any time after the Termination Date, upon the request of the Outparcel 1 Owner, the Parcel C Owner agrees to execute and deliver a formal termination of this Agreement in recordable form, prepared at the expense of the Outparcel 1 Owner. In the event that the Parcel C Owner should exercise the Repurchase Right, then upon vesting of title in the Parcel C Owner, this Agreement shall automatically terminate and shall be of no further force or effect.

8. Binding Effect. The Repurchase Right shall run with the title to Outparcel 1 and Parcel C, and shall be binding upon the successors in title to Outparcel 1 and shall inure to the benefit of successors in title to Parcel C, until the Termination Date.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Repurchase Right and the transactions described herein.

[Separate Signature Page Follows]

**SEPARATE SIGNATURE PAGE TO
REPURCHASE AGREEMENT**

PAVILION:

Pavilion Winston-Salem, LLC, a North Carolina limited liability company

By: Pavilion Management Company, a North Carolina corporation, its sole manager

By: _____

Name: _____

Title: _____

Thomas Gauch

**Thomas Gauch
Vice President**

STATE OF NORTH CAROLINA

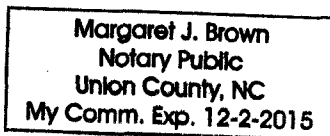
COUNTY OF MECKLENBURG

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that the he or she voluntarily signed the foregoing document:

THOMAS GAUCH

(insert name(s) of those signing)

Witness my hand and official stamp or seal this 1 day of June, 2015.



Margaret J. Brown

Notary Public

MARGARET J. BROWN

Notary's printed or typed name

[Note: Notary Public must sign exactly as on notary seal]

My Commission Expires: 12-2-2015

[NOTARY SEAL] (MUST BE FULLY LEGIBLE)

SEPARATE SIGNATURE PAGE TO
REPURCHASE AGREEMENT

BARTMART:

BartMart, LLC, a North Carolina limited liability
company

By:

Name: Jason Adam Bartley

Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF FORSYTH

I certify that the following person(s) personally appeared before me this day, each acknowledging to me
that the he or she voluntarily signed the foregoing document:

Jason Adam Bartley
(insert name(s) of those signing)

Witness my hand and official stamp or seal this 2nd day of June, 2015.

Stephen C. Minnich
Notary Public

Stephen C. Minnich
Notary's printed or typed name

[Note: Notary Public must sign exactly as on notary seal]

My Commission Expires: 1-12-2019

[NOTARY SEAL] (MUST BE FULLY LEGIBLE)

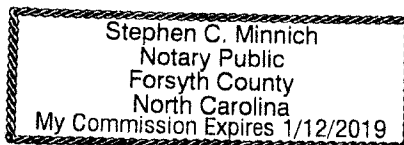


EXHIBIT A

LEGAL DESCRIPTION OF PARCEL C

All that tract or parcel of land lying and being in the City of Winston-Salem, Forsyth County, North Carolina, and being shown and designated as "Parcel C," containing approximately 4.972 acres, on that certain subdivision plat entitled "Final Subdivision Plat For: Pavilion Winston-Salem," and recorded in Plat Book 62, Pages 104-106 in the Office of the Register of Deeds for Forsyth County, North Carolina.

EXHIBIT B

LEGAL DESCRIPTION OF OUTPARCEL 1

All that tract or parcel of land lying and being in the City of Winston-Salem, Forsyth County, North Carolina, and being shown and designated as "Outparcel 1," containing approximately 0.954 acres, on that certain subdivision plat entitled "Final Subdivision Plat For: Pavilion Winston-Salem," and recorded in Plat Book 62, Pages 104-106 in the Office of the Register of Deeds for Forsyth County, North Carolina.