

OFFER TO PURCHASE ASSIGNMENT OF COUNTY BID

Keeney Builders, LLC (“Offeror”) hereby offers to purchase Guilford County’s bid which was confirmed by the Clerk of Superior Court as the last and highest bid at the tax foreclosure sale conducted pursuant to N.C.G.S. §105-374 on June 15, 2016 in *Guilford County and City of High Point v. Michael J. Andrews, et al.*, 15 CVD 8747 (Guilford County)(“the bid” or “County’s bid”), on the following terms:

1. Offeror promises to pay to the Commissioner in *Guilford County and City of High Point v. Michael J. Andrews, et al.*, 15 CVD 8747 (Guilford County) the amount due pursuant to the County’s bid (\$19,718.00) within ten (10) days of execution of an assignment of County’s bid to Offeror in substantially the form attached as Exhibit A. If Offeror fails to comply with this promise, County may, at its election, through the County Manager, revoke any assignment to Offeror that has been executed.

2. Offeror submits with this Offer To Purchase Assignment a deposit of \$1,971.80 and proof of funds as to the full amount of the County’s bid. The deposit shall be held by County and either forfeited to County or refunded to Offeror as follows:

a. If an assignment of the bid to Offeror is executed on behalf of the Guilford County Board of Commissioners (“Board of Commissioners”) in substantially the form attached as Exhibit A, the deposit will be refunded to Offeror upon Offeror’s paying the Commissioner in *Guilford County and City of High Point v. Michael J. Andrews, et al.*, 15 CVD 8747 (Guilford County) in accordance with Paragraph 1. If all amounts owed to the Commissioner pursuant to Paragraph 1 are not timely paid to the Commissioner, the deposit shall be forfeited to County.

b. If an assignment of the bid to Offeror is not approved by the Board of Commissioners in substantially the form attached hereto as Exhibit A within sixty (60) days of County’s receipt of a properly executed original of this Offer To Purchase Assignment of County Bid, the deposit, and satisfactory proof of funds, the deposit will

be promptly refunded to Offeror (unless County requests and Offeror agrees to an extension of time).

3. Offeror relies solely on its own due diligence in connection with this Offer To Purchase Assignment of County Bid and disclaims any duty on the part of the County in connection with Offeror's decisionmaking related thereto. Offeror assumes all risks in connection with any acquisition of the property which is the subject of the bid, including but not limited to the condition of the property and the adequacy of the title obtained, and acknowledges that County makes no warranties or representations of any kind concerning any such matters.

4. Offeror acknowledges and agrees that:

- a. The decision whether to assign County's bid to Offeror is within the sole and unfettered discretion of the Board of Commissioners;
- b. Offeror will cooperate with County's reasonable requests in connection with seeking approval of assignment of the bid to Offeror from the Board of Commissioners; and
- c. Other than the refund of the deposit, if applicable, under Paragraph 2, Offeror shall have no recourse if the Board of Commissioners fails to approve an assignment of the bid to Offeror, whether such failure results from an affirmative decision of the Board of Commissioners, from failure of the Board of Commissioners to render a decision within the time prescribed in Paragraph 2b, or from any other reason.

5. This Offer To Purchase Assignment of County Bid may not be withdrawn prior to its expiration. It expires at the earliest of the following:

- a. The Board of Commissioners affirmatively decides to reject the offer;
- b. The Board of Commissioners fails to accept or reject the offer within the time prescribed in Paragraph 2b.

This the ___ day of July, 2016.

KEENEY BUILDERS, LLC

By: _____

Manager

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

I, _____, the undersigned Notary Public, do hereby certify that _____ personally came before me this day and acknowledged that he/she is a/the Manager of Keeney Builders, LLC, and that the foregoing instrument was signed in its name by _____, Manager.

Witness my hand and official seal, this ____ day of July, 2016.

_____, Notary Public

My Commission Expires: _____

RECEIVED BY:

Richard Mosher

Guilford County Real Estate Project Manager

Date