

**WELLMAN & WHITE, PLLC**  
ATTORNEYS AT LAW  
644 ROANOKE AVENUE  
ROANOKE RAPIDS, NORTH CAROLINA 27870

THOMAS H. WELLMAN  
WILLIAM O. WHITE, JR.

TELEPHONE: (252) 535-4545  
FAX: (252) 535-5959

**HAND DELIVERY**

June 6, 2023

City of Roanoke Rapids  
1040 Roanoke Avenue  
Roanoke Rapids, NC 27870

Re: Proposal to Purchase Roanoke Rapids Theatre

Gentlemen:

We have been asked to present this letter to the City of Roanoke Rapids on behalf of an investment group. The investment group will be creating a new limited liability company if it is the last and highest bidder. If the Buyer needs to be identified in any resolution passed by the City Council, please identify the Buyer as Wellman & White, PLLC, or its assigns.

The following proposal is for the purchase of the Roanoke Rapids Theatre by a North Carolina limited liability company to be organized for this purpose, hereinafter sometimes referred to as "Buyer"; and the City of Roanoke Rapids, a North Carolina municipal corporation, hereinafter sometimes referred to as "Seller":

The general description of the property that Buyer proposes to purchase from Seller is as follows: the land, building, all appurtenances thereon, all equipment, inventory used in the operation of the Roanoke Rapids Theatre, and all plans, drawings, warranty information, maintenance records and manuals, and all other materials and records used in or created by the operation of the Roanoke Rapids Theatre (hereinafter sometimes collectively referred to as the "Premises"). The purchase price offered is ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 (\$1,500,000.00) DOLLARS, payable in cash at closing.

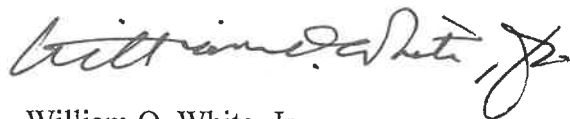
If this proposal is accepted, tomorrow morning we will deliver to the City Clerk our trust account check in the amount of \$75,000.00, payable to the City of Roanoke Rapids, for the deposit required pursuant to Section 160A-269 of the General Statutes of North Carolina. As soon as possible after receipt of the deposit, Seller shall publish notice of the offer including the general description of the Premises to be purchased as described above, the amount and terms of the offer, and a notice of the procedure for any raised or advanced bid. If the offer made by our client is the last and highest bid, the Buyer and Seller shall proceed to negotiate a definitive agreement for the purchase and sale of the Roanoke Rapids Theatre and all items described above as the Premises.

The definitive agreement, hereinafter sometimes referred to as the "Contract of Sale," will include, but not be limited to, the following:

1. Buyer shall have sixty (60) days after the execution of the Contract of Sale to conduct its due diligence including title examination, survey, environmental testing, testing of all equipment, and conducting inventory of all equipment and supplies used in the operation of the Roanoke Rapids Theatre.
2. Closing shall occur thirty (30) days after the expiration of this due diligence period.
3. If during the Due Diligence Period, Buyer discovers any exceptions to title and/or deficiencies, Buyer shall notify Seller in writing of the exception and/or deficiencies. Seller shall have fifteen (15) days to respond to the exceptions and/or deficiencies. If Seller decides not to cure any exceptions and/or remove any deficiencies, then at the option of Buyer, the Contract of Sale shall be null and void, whereupon all funds deposited with the City Clerk, City of Roanoke Rapids, shall be refunded to Buyer.
4. Seller must be able to convey marketable fee simple title, free and clear of all liens and encumbrances, except for easements and rights of way which service the Roanoke Rapids Theatre, and any other exceptions to title which are acceptable to Buyer.
5. All equipment must be in good working order at the time of closing.
6. Until closing Seller shall be responsible for all expenses, including but not limited to insurance, utilities, maintenance, and the like, and will not terminate any utility service or maintenance contract.
7. Seller shall deliver to Buyer at closing the Premises in the same condition as examined during the Due Diligence Period and confirmed by both parties within twenty-four (24) hours of closing.

We look forward to hearing from you and negotiating a mutually acceptable Contract of Sale.

Yours very truly,



William O. White, Jr.

WOW:w

City of Roanoke Rapids

June 6, 2023

Page 3

Cc: Mr. Emory G. Doughtie, Mayor  
Mrs. Sandra W. Bryant, Councilwoman  
Mr. Tommy Daughtry, Councilmember  
Mr. Carl Ferebee, Councilmember  
Mr. Wayne Smith, Councilmember  
Mr. Rex Stainback, Councilmember  
Ms. Kelly Traynham, City Manager  
Mr. Geoffrey P. Davis, City Attorney  
✓ Mrs. Traci V. Storey, City Clerk