



Proposed Acquisition of the Gallery of Shops

This letter shall constitute an intent to acquire the Property described below consistent with and the general terms and conditions indicated. Set forth is a summary of the factual background, proposed terms and conditions and suggested transactional procedure relating to the acquisition:

1. PARTIES. The parties to the transaction are:

- (a) Purchaser. Purchaser is **Community Services Associates, Inc.** ("Purchaser").
- (b) Seller. The selling entity is **BNC Holdings, LLC.** ("Seller").
- (c) Broker. The broker is NAI Carolina Charter ("Broker").

2. MARKETING. By execution of this letter of intent, Seller agrees to cease any efforts to market the Property described herein, either directly or through brokers or agent for the period of thirty (30) days and further agrees that during said thirty (30) day period Seller will negotiate in good faith with Purchaser to execute a Purchase Agreement for the Property (the "Purchase Agreement").

3. PROPERTY. The real property which shall be the subject of the Purchase Agreement shall consist of an approximate 0.594 acre tract located in Hilton Head Island, Beaufort County South Carolina, within what is generally known as Sea Pines Center said tract being commonly referred to as Parcel "G", also known as the Gallery of Shops building. Also included with the sale will be any of Seller's right, title and interest to any permits, approvals, master plans, surveys, studies, and the like, appertaining to the Property ("Contract Rights").

4. CONSIDERATION/PURCHASE PRICE. The purchase price for the Property shall be ONE MILLION FOUR HUNDRED AND TWENTY-TWO THOUSAND AND FIVE HUNDRED DOLLARS (\$1,422,500.00) ("Purchase Price").

5. ES EARNEST MONEY DEPOSIT. As evidence of good faith, Purchaser will deposit in an escrow account with McNair Law Firm as escrow agent (the "Escrow Agent") the amount of \$25,000.00 (Twenty-Five Thousand Dollars), (the "Deposit"), payable within three (3) business days of full execution of the Purchase Agreement. At the conclusion of the Inspection Period (defined below), the Deposit shall be non-refundable, except in case of Seller default, and applicable towards the Purchase.

6. TIMING. Recognizing that it is the desire of both parties to move as expeditiously as possible, both Purchaser and Seller acknowledge that time is of the essence in the transaction as contemplated by this letter of intent. The transactional procedure shall be as follows:

(a) Immediately upon execution of this letter of intent, Purchaser shall commence the preparation of a mutually acceptable Purchase Agreement.

(b) Purchaser and Seller shall execute a mutually acceptable Purchase Agreement within thirty (30) days after the date that this letter of intent has been executed by both parties.

7. PURCHASE AGREEMENT - TERMS AND CONDITIONS. As indicated above, Purchaser will prepare a Purchase Agreement and submit same to Seller for execution. In addition to the terms of the purchase described hereinabove, the terms and conditions of the Purchase Agreement will include, but not necessarily be limited to, the following provisions:

(a) Inspection Period. Purchaser has until December 15, 2017 at 5pm EST for a study period hereinafter referred to as the ("Inspection Period"), which Purchaser shall have access and be entitled to examine and inspect the Property to determine if the Property is suitable in Purchaser's sole and absolute discretion, including, but not limited to; examining title, surveys, performing environmental studies, structural, mechanical and building inspections, reviewing easement documentation, obtaining an appraisal, pursuing approvals for Purchaser's intended use from the Town of Hilton Head, Sea Pines Resort, LLC and approval of Purchaser's board of directors and performing any other due diligence studies Purchaser deems necessary. At any time during the Inspection Period, Purchaser may terminate the Purchase Agreement by providing Seller notice, via electronic mail, of such termination and receive full and prompt refund of the Earnest Money. In the event Purchaser does not cancel the Purchase Agreement prior to the expiration of the Inspection Period, the Earnest Money will become non-refundable as stated above.

(b) Title. Title to the Property shall be conveyed by limited warranty deed, subject only to those matters described as permitted exceptions to title under the Purchase Agreement.

(c) Title Insurance. During the initial sixty (60) day period after execution of the Purchase Agreement, as a condition to Purchaser's proceeding to Closing, Purchaser shall be able to obtain, from an ALTA member title insurance company of Purchaser's choice, a title binder for the issuance at Closing of an owner's policy at standard rates in an amount equal to the Purchase Price, subject only to the permitted exceptions which will be fully defined in the Purchase Agreement. The cost of the title examination and premium for the title policy shall be borne by Purchaser.

(d) Closing. Closing shall occur no earlier than January 1, 2018 and no later than January 15, 2018 (the "Closing").

8. MCNAIR LAW FIRM. Purchaser and Seller acknowledge that both parties use McNair Law Firm, and waive any conflict and agree that McNair Law Firm and Walter Nester, can represent both Purchaser and Seller in this transaction.

9. BROKERAGE. Baker Wilkins / NAI Carolina Charter (NAICC) is representing the Seller in this transaction. Seller hereby acknowledges that Seller is solely responsible for the payment of any and all commissions for the purchase and sale of the Property. A commission of four percent (4%) will be paid out of the proceeds at closing. There are no other Brokers involved in this transaction.

10. CONFIDENTIALITY. Neither Seller nor Purchaser with respect to agents and representatives, shall divulge any of the information heretofore obtained, or to be obtained, from the parties in this matter unless it is to a person or entry involved with or retained by the parties in connection with the proposed acquisition. Seller acknowledges that the Purchaser's board of directors may discuss the Purchase Agreement and acquisition of the property in open board meetings, however, the terms and conditions of this letter of intent and the Purchase Agreement, including the Purchase Price shall remain confidential but may be provided to the finance committee and members of the board of directors.

DS
Baker Wilkins
10/4/2017

DS
CB
10/4/2017

DS
Baker Wilkins
10/4/2017

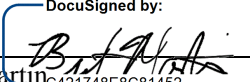
11. ACKNOWLEDGEMENTS. This Offer is specifically conditioned upon (i) the acknowledgement by both parties that this Offer is not a legally binding instrument as material additional terms must be negotiated before a legally binding agreement is reached, and (ii) the execution of a Purchase Agreement in a form mutually acceptable to Seller and Purchaser.

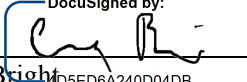
12. OFFER TERM. This Offer is valid until 5 p.m. EST on Friday, October 6, 2017.

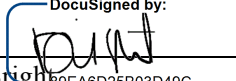
Agreed and Accepted:

Purchaser:
Community Services Associates, Inc.

Seller:
BNC Properties, LLC.

By: 
Mr. Bret Martin
President
Date: 10/4/2017

By: 
Mr. Craig Bright
Owner
Date: 10/4/2017

By: 
Ms. Diana Bright
Owner
Date: 10/4/2017