Letter of Intent

The following Letter of Intent dated this 8th day of May, 2014, outlines the general terms of a potential transaction between the parties described below for the sale of certain real property in the City of Richmond, Virginia as generally described below. The undersigned are prepared to use commercially reasonably efforts to negotiate a definitive agreement (the “Definitive Property Agreement”) after the Authority’s timely receipt of the City Authorization, as defined below, and as generally described in this Letter of Intent.

1. **Party of the First Part:** Richmond Cheers Properties, LLC, a Virginia limited liability company.
2. **Party of the Second Part:** The Economic Development Authority of the City of Richmond, Virginia, a political subdivision of the Commonwealth of Virginia (the Authority).
3. **Property:** Two parcels of land located in the City of Richmond and identified as follows:
   - Parcel 1: 110 N. 18th Street and further defined as Parcel ID: E0000130017
   - Parcel 2: 118 N. 18th Street and further defined as Parcel ID: E0000130013
4. **Closing Date:** Prior to or, at the Authority’s option, concurrent with the closing of bond financing by the Authority for financing for a proposed stadium to be located between Main Street and Broad Street, and in immediate proximity to the Property. In no event, however, will the closing date be later than two years from the full execution of the Definitive Property Agreement, unless extended by mutual agreement of the parties hereto.
5. **Consideration/Sales Price:**
   - Parcel 1: $1,800,000.00.
   - Parcel 2: The Party of the First Part agrees to gift this parcel to the Authority or its designee concurrent with the closing of Parcel 1.
6. **Termination:** The Definitive Property Agreement will contain a provision that if the Closing of the sale of the Property from the Party of the First Part to the Party of the Second Part within two years from the full execution of the Definitive Property Agreement, either party hereto will have the right to terminate this Letter of Intent and/or the Definitive Property Agreement.
7. **Start of Documentation:** No documentation drafting will begin until after the City Authorization, which is defined as final approval by City Council, of the Shockoe Bottom ballpark project and authorization to the Authority to proceed.
8. **Public Information:** The parties hereto recognize and agree that this Letter of Intent will become a public document.
9. **Broker’s Commission/Consultant’s Fees:** The parties hereto agree and warrant that neither has engaged any real estate broker with respect to the purchase and sale of this property and agree to hold one another harmless from any claim for any fee(s) from any such claim. The Authority further agrees and warrants that it has not engaged any Consultants with respect to the purchase and sale of the Property and agrees to hold the Party of the First Part harmless from any such claim. The Party of the First part agrees and warrants that it has not engaged any Consultant’s with respect to the purchase and sale of the Property, except for Alan delForn and Garland Taylor who will be compensated by Seller at Closing in the amount of $50,000.00, and agrees to hold the Authority harmless from that claim or any other claims.
10. **Intent:** This Letter of intent expresses only the intent of the parties and, notwithstanding anything herein to the contrary, is not (and shall not be deemed to be) a legally binding agreement.

The Economic Development Authority of the City of Richmond

By: [Signature]

Title: [Title]

Date: 5-12-14

RICHMOND CHEERS PROPERTIES, LLC

By: [Signature]

Title: [Title]

Date: 5-18-14