



DLA Piper LLP (US)
33 Arch Street
26th Floor
Boston, Massachusetts 02110-1447
www.dlapiper.com

Brian M. Awe
brian.awe@us.dlapiper.com
T 617.406.6075
F 617.406.6175

March 19, 2021

BY OVERNIGHT MAIL AND E-MAIL

City of Durham, General Services Department
101 City Hall Plaza (mailing address)
2011 Fay Street (physical address)
Durham, North Carolina 27701
Attention: Director
E-mail: jina.propst@durhamnc.gov
E-mail: stacey.poston@durhamnc.gov

Poyner Spruill LLP
301 Fayetteville Street, Suite 1900
Raleigh, North Carolina 27601
Attention: Stephanie L. Sanders
E-mail: ssanders@poynerspruill.com

Re: *Purchase and Sale Agreement dated as of October 28, 2020, as (i) amended by that certain Amendment to Purchase and Sale Agreement dated as of December 11, 2020, and (ii) reinstated and amended by that certain Reinstatement and Validation of Purchase and Sale Agreement and Second Amendment to Purchase and Sale Agreement dated as of February 12, 2021 (as so amended and reinstated, the "Agreement"), by and between the City of Durham, a North Carolina municipal corporation ("City"), and West Chapel Hill Development LLC, a Delaware limited liability company ("Purchaser"), for the property located at 505 West Chapel Hill Street, Durham, North Carolina*

Dear Jina, Stacey and Stephanie:

As you know, this firm is counsel to Purchaser. This letter constitutes Purchaser's Termination Notice under Section 5.3 of the Agreement. We hereby notify you that Purchaser has elected to terminate the Agreement. Pursuant to Section 5.3 of the Agreement, the Agreement is automatically terminated, and City and Purchaser have no further obligations or liabilities to each other thereunder other than those which expressly survive termination of the Agreement.

Very truly yours,


Brian Awe

cc: Mr. Michael Fallon (via e-mail)
Mr. Zac Vuncannon (via e-mail)

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