



## Power Name Change Permit Application

### Submittal Requirements

- Completed Application (all applications must be complete before review)
- Letter of Intent
- \$25 Fee for Review (check or cash only)

### General Information

Business Name Indian Trail ABC store

Business Address Unit 20 + 21 of Union Town Center ; Hwy 74 + Faith Church Rd.

Town Indian Trail State NC Zip 28079

Shopping Center or Business Park Name Union Town Center

Tax Parcel ID portion of 07066013D Zoning Designation \_\_\_\_\_

Previous Location of your Business N/A

Website N/A State License Number N/A  
(if applicable)

Square Footage of Building or Suite: 4800 sq ft

### Contact Information – Lessee

Name Wesley S. Hinson as Board Member of I.T. ABC Board

Address 309 Post office Drive

City Indian Trail State NC Zip 28079

Phone (704) 201-6999 Fax (704) 684-0035

Email whinson@goodwinhinson.com

Signature [Signature] Date 07/02/10

**Contact Information – Property Owner/ Property Management**

Name BG Union Town, LLC c/o The Shopping Center Group

Address 1023 West Morehead Street, Ste 200

Town Charlotte State NC Zip 28208

Phone (704) 335-5455 Fax (704) 335-0155

Email DarrellP@the shopping center group .com

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(If the owner is not available for signature, please submit a copy of the lease agreement)

**Description of Business Operations**

Name of Business ABC Store

Number of Employees 5 Hours of Operation Mon-Sat 10am to 9pm

Type of Business  Retail  Service  Office  Manufacturing  Other \_\_\_\_\_  
(check all that apply)

Number and Types of Vehicles Associated with use N/A

Will there be walk in traffic from customers or clients? yes

Will there be any alterations to the building? yes

Electrical  Plumbing  Structural  Exterior Alterations

Explain Nature of Business and Operation Procedures (Letter of Intent)

ABC Spirits store  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For Office Use Only:  
Received by: \_\_\_\_\_ Date: \_\_\_\_\_  
Notes: \_\_\_\_\_



Retail Real Estate Specialists

June 9, 2010

Mr. Jan Brown  
Mr. Wes Hinson  
Union County ABC Board

**RE: Proposal to Lease – ABC  
Union Town Center, Indian Trail, NC  
REVISED June 9, 2010 by DARRELL PALASCIANO**

VIA EMAIL [dushanpops1@aol.com](mailto:dushanpops1@aol.com)

Dear Jan and Wes:

Please find below a proposal which outlines the terms and conditions of a lease for the above referenced center. Upon your execution and return, this correspondence will constitute a non-binding letter of intent.

The following general terms shall be incorporated into the Lease:

**Tenant:** Indian Trail ABC Board

**Trade Name:** ABC

**Unit:** 20 and 21 (to be combined as part of Tenant's Work)

**Gross Leasable Area of Premises:** Approximately 4,800 SF

**Term:** Initial lease term is five (5) years

**Renewal Options:** Two Renewal's @ Five (5) years with a six (6) Month notice to exercise option.

Minimum Rent:	Year	Base Rent	Monthly	Annually
	Year 1	\$12.50	\$5,000.00	\$60,000.00
	Year 2	\$12.50	\$5,000.00	\$60,000.00
	Year 3	\$13.00	\$5,200.00	\$62,400.00
	Year 4	\$13.50	\$5,400.00	\$64,800.00
	Year 5	\$14.00	\$5,600.00	\$67,200.00

\*Renewal rent shall escalate by 3% annually.

1023 West Morehead Street  
Suite 200  
Charlotte, NC 28208

Phone: 704.335.5455  
Fax: 704.335.0155  
[theshoppingcentergroup.com](http://theshoppingcentergroup.com)

**Delivery Date:** Upon lease execution by both tenant and landlord.

**Construction:**

**A. Landlord's Work:** Landlord shall deliver the space in "As-Is" condition

**B. Tenant's Work:** All work not completed by Landlord, and required for Tenant's use.

**C. Plans and Specifications:** Tenant will submit full construction drawings to the Landlord within 30 days after a fully executed Lease.

**D. Tenant Allowance:** Landlord will reimburse tenant up to \$28 psf for leasehold improvements to the premises upon tenant opening for business and receipt of lien waivers from tenants contractor.

**Rent Commencement Date:** The earlier of (a) ninety (90) days from Landlord's delivery of the Premises to Tenant with Landlord's work substantially complete, or (b) the date Tenant opens for business to the public.

**Opening/Operating Covenant:** Tenant shall open for business prior to the expiration of its ninety (90) day fixture period and shall continuously operate during the term including any options.

**C.A.M.:** Tenant shall pay its pro rata share of common area maintenance currently estimated to be \$2.05 psf per year including management fee and administrative fees.

**Taxes:** Tenant shall pay its pro rata share currently estimated to be \$0.99 per square foot per year.

**Insurance:** \$0.22 per square foot per year. Tenant shall reimburse Landlord its prorated share of all premiums for insurance maintained by Landlord for the shopping center, including but not limited to, premiums associated with endorsements to landlords property damage insurance for wind, storm, flood or earthquake as necessitated by the geographic location of the shopping center.

**Reserve for Major Repairs:** None

**Permitted Use:** Town owned and operated liquor store

**Assigning/Subletting:** Tenant shall not assign or sublet the Premises without Landlord's prior written consent.

**Relocation:** Intentionally deleted

**Broker:** Landlord and Tenant acknowledge that The Shopping Center Group represents Landlord in this transaction.

**Financial Statements:** Tenant shall submit the appropriate financial statements and the Commercial Credit Application form to Landlord with the signed Letter of Intent. This proposal is contingent upon Landlord's approval of the above.

**Signage:** Façade sign only. Sign specifications per separate Landlord form.

**Parking:** Common unassigned parking field throughout.

**Security Deposit:** Equal to (1) months gross rent.

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**Guarantee/Letter of Credit:** Tenant shall provide a Letter of Credit equal to \$150,000. Such Letter of Credit or Guarantee shall amortize over the initial term of the Lease.

**DISCLAIMER:**

Landlord and Tenant hereby acknowledge and agree that this non-binding letter of intent does not address all essential terms and conditions of the transaction and that a binding agreement shall not exist between the parties until a mutually acceptable lease agreement ("Lease") has been executed and delivered to both parties.

Landlord and Tenant acknowledge and agree that either party shall have the right to terminate negotiation of a formal lease agreement for any reason or for no reason whatsoever. Neither party owes the other party any duty to negotiate a formal and final lease agreement. Neither party may claim any legal rights against the other by reason of any actions taken in reliance upon this non-binding letter of intent, including, without limitation, any partial performance of the transaction contemplated herein.

If the foregoing terms are acceptable, please sign and date this letter in the spaces provided below and return this letter to me on or before ten (10) days from the date above. Please contact me should you have any questions.

Kindest regards,  
**The Shopping Center Group**

Darrell Palasciano  
*On Behalf of Developers Diversified Realty*

The above is agreed and accepted to:

By: 

Date 6/9/10

Its: Director - Boardmember

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