



Lisa Yarborough  
Managing Director

SunTrust Bank, Central Carolina  
1414 Raleigh Road, Suite 100  
Chapel Hill, NC 27517  
Tel 919.918.2424

Mr. Tom Bonfield  
101 City Hall Plaza  
Durham, NC 27701

October 24, 2011

Dear Tom:

This letter is a memorandum of the intentions of SunTrust Bank, as Trustee of the Durham Foundation-Hillandale Golf Course Fund ("Trustee"), and City of Durham, North Carolina ("Durham"), concerning the transfer to Durham of that certain real property known as Hillandale Golf Course, currently owned by the Foundation. In connection with these discussions, Trustee intends to seek approval of the Clerk of the Superior Court of Durham County for the transfer of property to Durham for the continuation of the golf course operations, or other recreational use by the citizens of Durham. In order to formalize the intentions of the parties and accurately account to the Clerk, SunTrust Bank requests that both parties execute this letter of intent.

1. Acquisition of Certain Assets. Following court approval, if deemed necessary, the Trustee will transfer, assign, and deliver to Durham, by deed, all of the Trustee's right, title, and interest in and to that certain real property transferred by several deeds from John Sprunt Hill, *et. al.*, known as Hillandale Golf Course, which includes an 18-hole golf facility, a clubhouse, snack bar, driving range, practice green, golf cart storage area, maintenance buildings, related parking and other facilities and fixtures, and which is located at 1600 Hillandale Road, Durham, Durham County, North Carolina 27705 ("Golf Course").

2. Management Contract. The transfer of the Golf Course is subject to an existing Management Agreement with Karl Kimball. A copy of the Management Agreement is attached.

3. Purchase Price. The purchase price to be paid by the City of Durham in exchange for the Assets shall be zero dollars (\$0).

Although this letter expresses the current intentions of the parties as provided herein, nothing set forth herein shall be deemed to constitute a legally enforceable or binding right or obligation of any of the parties.

This letter may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute the same letter. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached to any other counterpart to complete a fully executed copy of this letter, and any telecopy or other facsimile transmission of any signature will be deemed an original.

If the foregoing accurately sets forth your intentions in this matter, please execute the enclosed duplicate of this letter as indicated below and return it as soon as possible to me.

Very truly yours,

  
Lisa Yarborough

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

SUNTRUST BANK, as Trustee of the  
Durham Foundation-Hillandale Golf Club Fund

By: \_\_\_\_\_  
David O. Shivers, First Vice President

CITY OF DURHAM, NORTH CAROLINA

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_