

**ORIGINAL
STAMPED IN RED**

ORDINANCE NO.: 2021-072

Authorizing the City Manager to execute a Purchase and Sale Agreement between the City of Columbia and Latitude 32 Development, LLC for the sale of 2221 Devine Street, Richland County TMS #11312-02-03

BE IT ORDAINED by the Mayor and City Council this 7th day of September, 2021, that the City Manager is authorized to execute the attached Purchase and Sale Agreement, or on a form approved by the City Attorney, any other documents necessary and approved by the City Attorney to consummate the conveyance of 2221 Devine Street, Richland County TMS #11312-02-03 from the City of Columbia to Latitude 32 Development, LLC for the sum of Four Million Five Hundred and No/100 (\$4,500,000.00) Dollars.

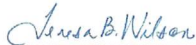
Requested by:

Assistant City Manager Gentry



Mayor

Approved by:



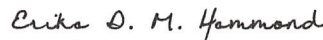
City Manager

Approved as to form:

ATTEST:



City Attorney



City Clerk

Introduced: 8/17/2021

Final Reading: 9/7/2021

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of the Effective Date, by and among the **CITY OF COLUMBIA, SOUTH CAROLINA** ("Seller"), and **LATITUDE 32 DEVELOPMENT, LLC**, a South Carolina limited liability company ("Buyer"). Haynsworth Sinkler Boyd, P.A. (the "Escrow Agent") joins in this Agreement for the limited purposes set forth in Section 15. The Effective Date shall be the date the last party executes this Agreement (the "Effective Date").

BACKGROUND

A. Seller is the owner of the following (collectively, the "Property"):

(1) All that land which is located in the City of Columbia, Richland County, South Carolina and described on **Exhibit A** hereto, together with all easements, rights and privileges appurtenant thereto (the "Land");

(2) The building (the "Building") having approximately 90,998 square feet, the parking deck and all improvements, structures, fixtures and parking areas located on the Land and appurtenant thereto (the Building and such improvements, structures, fixtures and parking areas being hereinafter collectively referred to as the "Improvements," and the Land and the Improvements being hereinafter collectively referred to as the "Real Property");

(3) All fixtures, equipment, furniture, furnishings, appliances, supplies, artwork and sculptures and other personal property of every nature and description attached or pertaining to, or otherwise used in connection with, the Real Property and located within the Real Property (the "Personalty");

B. Buyer desires to purchase, and Seller desires to sell, the Property, as provided in this Agreement.

TERMS AND CONDITIONS

In consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Sale and Purchase.

1.1. Sale. Seller hereby agrees to sell, transfer and convey the Property to Buyer, and Buyer hereby agrees to purchase and accept the Property from Seller, in each case for the Purchase Price (as defined below) and on and subject to the other terms and conditions set forth in this Agreement.

1.2. Project.

(a) The Property shall be redeveloped as a multi-family residential complex with commercial spaces for retail and restaurant use. The Buyer intends to construct 225-250 residential units which will include townhouse units which shall be consistent with first class units in the downtown area of Columbia (as may be modified by the Final Project Determination (hereinafter defined), the "Project"). The ultimate density and types of units and commercial uses, however, will depend upon structural and engineering parameters, zoning, design guideline requirements, whether adjacent land is acquired for inclusion in the development and whether the Building will be renovated or demolished, all as determined during the Inspection Period (as defined in Section 4.2); Seller and Buyer shall agree on

the density of residential uses, the square footage/location of commercial space, and the number/location of parking spaces prior to the end of the Inspection Period and evidence such agreement in writing (the “Final Project Determination”). Either Buyer or Seller may terminate this Agreement prior to the end of the Inspection Period if the Final Project Determination has not been agreed upon. Notwithstanding anything herein to the contrary, if Buyer and Seller do not agree on the Final Project Determination prior to the end of the Inspection Period, Buyer may proceed with the Project utilizing density of residential uses, square footage/location of commercial space and the number/location of parking spaces as are then permitted by applicable zoning ordinances and codes.

(b) The Project shall not be designated, marketed, structured or operated, in whole or in part, as student housing, shall not target students in its marketing and leasing efforts, and shall not be leased by the bed or bedroom; accordingly, the Project shall not meet the definition of a “private dorm” or similar use pursuant to applicable zoning ordinances.

(c) The provisions and restrictions set forth in this section 1.2 shall continue in effect through the date which is seven (7) years after the Buyer receives its permanent certificate of occupancy for the Project (the “Restricted Period”) and shall be set forth in a declaration of restrictions (the “Declaration”) that shall be recorded immediately prior to the Deed (as hereinafter defined) conveying the Property to the Buyer.

1.3 Upon completion of the required design and construction documents, Buyer shall promptly apply for all permits and approvals necessary for construction of the Project (the “Permits/Approvals”) and shall use commercially reasonable best efforts to diligently pursue all Permits/Approvals to issuance as expeditiously as possible.

1.4 The Seller shall have a right of first refusal if the Buyer desires to sell, transfer or convey the Property or any portion thereof, which shall include the transfer of membership interests in the Buyer which, together with any other such transfer, constitutes a controlling interest in the Buyer, at any time during the Restricted Period. If Buyer has an offer (the “Offer”) for the Property or such membership interests in the Buyer that Buyer desires to accept, Buyer shall notify Seller in writing and provide a copy of such Offer; Seller shall have thirty (30) days from receipt of such notice from Buyer in which to determine if Seller desires to exercise its right of first refusal to purchase the Property or the membership interest on the terms and conditions set forth in the Offer, as modified herein, and Seller shall notify Buyer in writing of its determination; failure of Seller to timely notify Buyer shall be deemed as Seller’s election not to exercise its right of first refusal. If Seller does elect to exercise its right of first refusal to acquire the Property or the membership interest, notwithstanding anything to the contrary in the Offer, the closing shall occur on or before the day that is ninety (90) days after Seller’s notice of such election to Buyer, there shall be no title exceptions encumbering the Property other than those on the Closing Date (and all mortgages, liens, assignments and other financing documents of Buyer shall be removed and satisfied). The provisions of this Section 1.4 shall be set forth in the Deed conveying the Property to the Buyer.

1.5 Buyer intends to redevelop the parking deck to include parking for residents and guests. The Property currently has approximately 313 parking spaces, consisting of approximately 168 surface lot spaces and approximately 145 deck spaces (the “Existing Parking Spaces”). ~~A minimum of 50 space will be allocated at all times for public use excluding uses in connection with the Project (the “Public Parking Spaces”).~~ Buyer and Seller acknowledge the intent to negotiate a Public Parking Agreement (as hereinafter defined) during the Inspection Period that outlines the extent of the commitment of public parking being made available on the Property (the “Public Parking Spaces”) as part of the final development plan. Those spaces utilized by the public shall require payment based upon time of use. It is anticipated that only a minimum number of parking spaces will be reserved, so most parking spaces

will be utilized on a so called first-come-first-serve basis. Fees to be charged for these Public Parking Spaces shall not exceed the market parking rates in the Five Points area. If the Final Project Determination includes parking in excess of the Existing Parking Spaces, the Seller and Buyer agree to ~~increase the number~~ include all excess parking spaces in negotiations of the Public Parking Spaces by an amount reasonably acceptable to both parties; Agreement; if both Buyer and Seller have not agreed on such ~~additional~~ Public Parking Spaces within fifteen (15) days after the date of the Final Project Determination, and included such agreement in the Public Parking Agreement (as hereinafter defined), either Buyer or Seller may terminate this Agreement. Buyer acknowledges that Seller will require public parking spaces to be available on the Property, with the extent of such public parking subject to negotiation as provided above. The Buyer shall provide the Seller with monthly reports on the status of the Public Parking Spaces and their utilization, including but not limited to number of spaces on weekly or monthly leases. The parties shall enter into an agreement at Closing more specifically describing the allocation of Public Parking Spaces (the "Public Parking Agreement"); the Public Parking Agreement shall be negotiated and agreed upon by Buyer and Seller during the Inspection Period and either Buyer or Seller may terminate this Agreement prior to the end of the Inspection Period if the Public Parking Agreement has not been agreed upon. .

2. Purchase Price. The total purchase price for the Property the "Purchase Price") shall be FOUR MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$4,500,000.00).

2.1. Deposit.

(a) Within two (2) business days after the execution and delivery of this Agreement by all parties, Buyer shall deliver to Escrow Agent, in immediately available funds, to be held in escrow and delivered in accordance with this Agreement, a cash or wire transfer deposit in the amount of FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) (together with any interest earned thereon, the "Initial Deposit"). Unless Buyer terminates this Agreement during the Initial Inspection Period (hereinafter defined), Buyer shall, within one (1) business day after the expiration of the Initial Inspection Period, deliver to Escrow Agent, in immediately available funds, to be held in escrow and delivered in accordance with this Agreement, an additional cash or wire transfer deposit in the amount of ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$150,000.00) (together with any interest earned thereon, the "Additional Deposit"). The Initial Deposit and the Additional Deposit, after the Additional Deposit is delivered to Escrow Agent, are referred to herein as the "Deposit." Subsequent to deposit of the Additional Deposit, the entire Deposit shall be nonrefundable to Buyer except as otherwise expressly provided herein.

2.2. Payment at Closing.

(a) At the consummation of the transaction contemplated hereby (the "Closing"), Buyer shall deliver to Escrow Agent, in immediately available funds, cash or wire transfer in an amount equal to the Purchase Price less the Deposit. The Purchase Price less the Deposit, subject to other adjustments and apportionments as set forth herein, shall be paid at Closing by wire transfer of immediately available funds, transferred to Escrow Agent.

(b) The delivery and recording of documents and the disbursement of funds shall be effectuated through Buyer's and Seller's South Carolina counsel and the Escrow Agent at the Closing and pursuant to the closing instructions from the parties hereto, which closing instructions shall not modify or diminish the parties' respective obligations hereunder. Notwithstanding anything to the contrary in this Agreement, the Closing shall be conducted in accordance with the requirements of South Carolina with respect to its unauthorized practice of law requirements.

3. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

3.1. Authority. Seller is a municipal corporation in the State of South Carolina. Seller has all requisite power and authority to enter into this Agreement and perform its obligations hereunder. The execution and delivery of this Agreement have been duly authorized by Seller.

3.2. No Conflict. To Seller's actual knowledge, the execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder, on the part of Seller does not and will not conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the Property by reason of, the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Seller is a party or which is or purports to be binding upon Seller, or which otherwise affects Seller, which will not be discharged, assumed or released at Closing.

3.3. Leases. There are no leases currently in effect which affect the Real Property.

3.4. Contracts. There are no construction, management, leasing, service, equipment, supply, maintenance or concession agreements in effect with respect to the any portion of the Property, except for agreements with Johnson Controls (alarm systems), Otis Elevator (elevator maintenance), First Impressions (janitorial), Hoffman Mechanical Solutions (HVAC) and Omega Landscaping LLC (landscaping).

3.5. Litigation. Except as disclosed on Exhibit C attached hereto, there is no action, suit or proceeding in court or arbitration which is pending or, to Seller's actual knowledge, threatened against or affecting any portion of the Property or arising out of the ownership, management or operation of the Property.

3.6. No Other Options. Other than this Agreement, no portion of the Property is subject to any outstanding agreement(s) of sale or options to purchase, rights of first refusal to purchase or other rights of purchase.

3A. Limitations Regarding Representations and Warranties.

(a) As used in this Agreement, or in any other agreement, document, certificate or instrument delivered by Seller to Buyer, the phrase "to Seller's actual knowledge", "to the best of Seller's actual knowledge" or any similar phrase shall mean the actual, not constructive or imputed, knowledge of Melissa Gentry in her capacity as Assistant City Manager of the Seller and not individually, without any obligation on such individual's part to make any independent investigation of the matters being represented and warranted, or to make any inquiry of any other persons, or to search or examine any files, records, books, correspondence and the like.

(b) Except as stated in Seller's representations and warranties set forth herein, Seller shall not have any liability whatsoever to Buyer, with respect to (i) any matters disclosed in any document delivered to Buyer by Seller prior to the date of this Agreement or on any exhibit attached hereto, (ii) any information of which Buyer obtains actual knowledge prior to the Closing Date, or (iii) any other information disclosed in writing to Buyer by Seller after the date hereof and prior to the Closing (all such matters being referred to herein as "Exception Matters"), whether or not Closing occurs hereunder.

4. Inspection Period; Access; Purchase "As Is". To the extent in Seller's possession, Seller has delivered, or shall deliver to Buyer within ten (10) business days following the Effective Date of this Agreement (the "Property Materials Delivery Date"), or make available to Buyer electronically, or, if unavailable electronically, at the offices of Seller, the materials as set forth on **Exhibit D** attached hereto relating to the Property and such other documents as Seller may make available to Buyer (all such items hereafter referred to as the "Property Materials"), except for any materials which are confidential, privileged or proprietary in nature, such as (but not limited to) internal memoranda and analyses, appraisals, financial projections, client and investor correspondence and other similar materials (the "Proprietary Materials"). If Seller does not provide the Property Materials within ten (10) business days after the Effective Date, the Initial Inspection Period shall be extended for a period equal to the number of days after the Property Materials Delivery Date that Buyer receives all Property Materials. Buyer hereby acknowledges and agrees that (a) Seller has not independently verified the accuracy of completeness of any of the Property Materials, (b) Seller makes no representation or warranty, express or implied, as to the accuracy, completeness or content of the Property Materials, and (c) neither Seller shall have any liability to Buyer as a result of any inaccuracy or incompleteness of any of the Property Materials. In the event that the Closing does not occur in accordance with the terms of this Agreement, Buyer shall return to Seller all of the documents, material or information regarding the Property supplied to Buyer by Seller.

4.1. During the Inspection Period (as defined below), Buyer, its agents and representatives, shall be entitled to enter upon the Real Property from time to time, upon receipt by Seller of notice (which may be verbal) at least one (1) business day in advance of the intended entry, to perform inspections and tests of the Real Property expressly permitted under this Agreement, including surveys, non-invasive environmental studies, non-invasive examinations and tests of structural and mechanical systems within the Improvements, all subject to all of the rights, obligations and limitations set forth in this Section 4.1.

Notwithstanding the foregoing, Buyer, its agents, contractors, consultants, employees, designees, representatives, engineers, subcontractors, accountants or attorneys (collectively, "Buyer's Agents") shall not be permitted to interfere unreasonably with Seller's use of the Property. Buyer acknowledges and agrees that Buyer's right to conduct physically invasive testing, including without limitation, soil sampling/testing, the penetration of walls or ceilings or the penetration of foundation slab, shall be subject to Seller's prior consent thereto, which consent may not be unreasonably withheld. Seller acknowledges that certain geotechnical engineering and soil sampling will be required to determine whether additional improvements may be constructed on the Land. In addition, certain of the existing Improvements may need to be invasively tested and/or penetrated to address any environmental and/or structural integrity concerns. Buyer shall provide to Seller in writing at least three (3) business days prior to the desired access date the reasons for, scope and parameters of, and names and contact information of parties to perform the required invasive testing; such information shall be provided to Missy Gentry (*Missy.Gentry@columbiasc.gov*), Gregory Taylor (*Gregory.Taylor@columbiasc.gov*) and Martin Moore (*Martin.Moore@cbre.com*) via email. Within three (3) business days of receipt, Seller shall provide notice to Buyer of its consent or any objection to such invasive testing (the "Inspection Notice Period"); if Seller does not respond within the Inspection Notice Period, Seller shall be deemed to have consented to such testing. Seller shall provide an explanation of any objection. Buyer and Seller agree to work cooperatively to allow reasonable testing at reasonable locations. Buyer shall promptly repair any damage to the Property caused by any such inspections, samples, tests or investigations performed under this Section.

Buyer hereby agrees to indemnify and hold harmless each Seller, their respective members, trustees, beneficiaries and the shareholders, officers, directors, employees, agents, partners, members, successors and assigns of each of the foregoing (collectively, the “Indemnified Parties”) from and against any mechanics' lien or claim therefor, any claim, cause of action, lawsuit, damage, liability, loss, cost or expense (including, without limitation, attorneys' fees) arising out of any (i) entry on to the Real Property by Buyer or any of Buyer's Agents or (ii) out of any inspections, samples, investigations or tests conducted by Buyer or any of Buyer's Agents; provided, however, the indemnity in clause (ii) of this sentence shall not apply to any liability, clean-up expense, diminution in value, lost profits, consequential damages or special damages arising out of any condition discovered as a result of such inspections, samples, investigations or tests so long as such condition was not actually caused or exacerbated by Buyer or Buyer's Agents. Prior to any entry upon the Real Property by Buyer or any of Buyer's Agents, Buyer shall deliver to Seller an original certificate acknowledging an endorsement to the commercial general liability insurance policy of Buyer and/or any of Buyer's Agents, as applicable, which evidences that Buyer and/or any of Buyer's Agents, as applicable, are carrying a commercial general liability insurance policy covering (i) the activities of Buyer and/or any Buyer's Agents, as applicable, on or upon the Real Property, and (ii) Buyer's indemnity obligation above. Such endorsement to such insurance policy shall evidence that such insurance policy shall have a per occurrence limit of at least \$1,000,000 and an aggregate limit of at least \$2,000,000, shall name Seller as an additional insured, shall be primary and non-contributing with any other insurance available to Seller, shall contain a full waiver of subrogation clause, and insure Buyer's indemnity obligations hereunder.

The provisions of this Section 4.1 shall survive Closing or the termination of this Agreement.

4.2. Inspection Period.

(a) The term “Initial Inspection Period,” as used herein, shall mean the period ending at 5:00 p.m. Eastern Time Zone (U.S.A.) on the date which is one hundred eighty (180) days following the Effective Date. Buyer may terminate this Agreement in its sole discretion for any reason, or for no reason at all, by giving written notice of such election to Seller on any day prior to and including the final day of the Inspection Period, in which event the Initial Deposit shall be returned to Buyer and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. In the absence of such written notice, the contingency provided for in this Section 4.2 (a) no longer shall be applicable, and this Agreement shall continue in full force and effect. The Additional Deposit shall be deposited with the Escrow Agent within one (1) business day after the expiration of the Inspection Period.

(b) If Buyer has entered into one or more valid and binding contracts to acquire land contiguous to the Property (the “Adjacent Land”) to be incorporated into the Project and provides copies of such contract(s) to the Seller on or prior to the date which is ninety (90) days after the Effective Date, then the Buyer, at its option, may extend the Initial Inspection Period for an additional ninety (90) days to the date which is two hundred seventy (270) days after the Effective Date (the “Extended Inspection Period”). All testing, inspection and assessments of the Property shall be done within the Initial Inspection Period; the Extended Inspection Period shall be solely for the purpose of allowing Buyer time to incorporate the Adjacent Land into the Project plan. Buyer may terminate this Agreement in its sole discretion for any reason relating to the incorporation

of the Adjacent Property into the Project plans by giving written notice of such reason to Seller on any day prior to and including the final day of the Extended Inspection Period, in which event the Initial Deposit and the Additional Deposit shall be returned to Buyer and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. In the absence of such written notice, the contingency provided for in this Section 4.2(b) no longer shall be applicable, and this Agreement shall continue in full force and effect.

(c) The Initial Inspection Period and the Extended Inspection Period are sometimes referred to together as the “Inspection Period”.

(d) If any date on which the expiration of the Inspection Period would occur by operation of this Agreement is either a weekend day or a federal or state holiday, the expiration of the Inspection Period shall occur at 5:00 p.m. Eastern Time Zone (U.S.A.) on the next business day.

(e) Upon any termination of this Agreement as provided in this section 4.2, Buyer shall deliver a list of all third party vendors utilized by Buyer in its investigation and assessment of the Property; at Seller’s option, Seller may purchase from Buyer all third party surveys, title commitments, engineering reports, environmental audits and other third party studies and reports generated by or for Buyer in connection with the Property for 75% of the price Buyer paid for such items.

(f) Buyer agrees to diligently pursue completion of all assessments, studies, testing, inspections and Project plans during the Inspection Period.

(g) If, prior to the end of the Inspection Period, Buyer determines that it needs additional time to complete its investigations and assessments of the Property, Buyer shall give written notice to Seller requesting a specified extension of the Inspection Period; Seller shall consider such request in its reasonable discretion.

4.3. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE SELLER CLOSING DOCUMENTS (AS DEFINED BELOW), IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY “AS IS, WHERE IS, WITH ALL FAULTS”, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT OR IN THE SELLER CLOSING DOCUMENTS. BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, ANY PROSPECTUS DISTRIBUTED WITH RESPECT TO THE PROPERTY) MADE OR FURNISHED BY SELLER, THE MANAGERS OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET

FORTH IN THIS AGREEMENT OR IN THE SELLER CLOSING DOCUMENTS. BUYER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS-IS."

BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND, SUBJECT TO BUYER'S RIGHTS UNDER SECTION 10.2, BUYER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER AND THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER AND THE INDEMNIFIED PARTIES AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY EXCEPT AS MAY ARISE FROM A BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT OF SELLER SET FORTH IN THIS AGREEMENT OR IN THE SELLER CLOSING DOCUMENTS.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

4.4. Title and Survey Matters. No later than twenty (20) days prior to the end of the Initial Inspection Period, Buyer shall, at Buyer's sole cost and expense, obtain a title report or commitment issued by a title insurance company licensed to do business in South Carolina (the "Title Commitment") with respect to the Real Property. Buyer may, at Buyer's sole cost and expense, obtain an updated survey or new survey of the Real Property (in either case, the "Survey") no later than twenty (20) days prior to the end of the Initial Inspection Period. Buyer shall provide Seller with copies of the Title Commitment and the Survey received by Buyer promptly following Buyer's receipt of same. Buyer shall have until the date which is fifteen (15) days prior to the end of the Initial Inspection Period to approve or disapprove matters disclosed thereby and to give written notice to Seller ("Objection Notice") of any disapproval thereof, indicating in reasonable detail the nature and reasons for Buyer's objection (any such matter or matters to which Buyer objects, are hereinafter, "Objections"); and failure to give an Objection Notice shall constitute Buyer's approval of all such matters. Within ten (10) days after receiving Buyer's Objection Notice ("Seller's Title Notice Period") Seller shall send notice to Buyer (the "Seller's Response"), advising whether Seller intends to attempt to cure such Objections, but Seller shall have no obligation whatsoever to attempt to cure any such Objections except for mortgages placed on any portion of the Property by Seller and mechanics liens encumbering any portion of the Property resulting from contracts entered into by Seller, (the "Company Liens"). Seller's failure to timely deliver a Seller's Response shall be deemed Seller's notice it that will not to attempt to cure such Objections. If Seller's Response states that Seller will not to attempt to cure such Objections, Buyer may, prior to the expiration

of the Initial Inspection Period elect to terminate this Agreement by written notice to Seller in which event the Initial Deposit shall be returned to Buyer; provided, if Buyer does not so terminate this Agreement prior to the expiration of the Initial Inspection Period, Buyer shall be deemed to have waived any Objections other than the Company Liens and agreed to accept title subject thereto, without reduction in the Purchase Price. If Seller's Response states that Seller shall attempt to cure such Objections, Seller shall have until the Closing Date (the "Title Cure Period") within which to cure the Objections. Seller shall be obligated to satisfy any Company Liens and may satisfy same at Closing from its Closing proceeds. Upon notice to Buyer at least three (3) business days prior to the Closing Date, Seller shall have the right to extend the Closing Date for up to thirty (30) days in order to effectuate any such cure. If Seller's Response states its intention to attempt to effectuate such cure and Seller fails to actually effectuate such cure within the Title Cure Period, Buyer's sole rights with respect thereto shall be to terminate this Agreement prior to Closing and receive a refund of the Initial Deposit hereunder; provided if Buyer does not so terminate this Agreement prior to Closing, Buyer shall be deemed to have waived any Objections to any such Title Commitment or Survey matters other than Company Liens, and Buyer shall be deemed to have agreed to accept title subject thereto, without reduction in the Purchase Price.

The parties agree that if the Title Commitment is updated following the expiration of the Initial Inspection Period such that any new title matter that was not of record as of the date of the Title Commitment is disclosed, which is objectionable to Buyer in its reasonable discretion and (i) which arose through Seller following the Effective Date, and (ii) which would have a material adverse effect on the development of the Project on the Property, then Buyer shall have the right to object to the same within five (5) business days after the same is disclosed to Buyer (in which event the Closing, if it otherwise is scheduled to occur earlier, shall be extended until the expiration of such five (5) business day period). If such new objection(s) is not cured (provided that Seller shall have no obligation to cure any such objections) prior to the Closing Date, then Buyer shall have the right to terminate this Agreement and receive a prompt refund of the Deposit.

5. Conditions Precedent to Buyer's Obligations. All of Buyer's obligations hereunder are expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Buyer, at Buyer's option) (the "Buyer Conditions"):

5.1. Accuracy of Representations. All of the representations and warranties of Seller contained in this Agreement shall have been true and correct in all material respects as of the date of this Agreement, and, except for Exception Matters that do not (a) result from Seller's breach of any of its covenants in this Agreement or (b) materially and adversely affect the value to Buyer of the transactions contemplated by this Agreement, shall be true and correct in all material respects on the date of Closing with the same effect as if made on and as of such date.

5.2. Performance. Seller shall have performed, observed and complied with all material covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of Closing hereunder.

5.3. Documents and Deliveries. All instruments and documents required on the Seller's part to effectuate this Agreement and the transactions contemplated hereby (including the Seller Closing Documents) shall be delivered to Buyer and shall be in the form and substance consistent with the requirements herein.

5.4. [Intentionally Deleted]

5.5. Public Parking Agreement. Execution of the Public Parking Agreement in the form agreed upon by Buyer and Seller during the Inspection Period.

5.6 Abandoned Building Certification. Certification by the City of Columbia in the form of a Resolution of the City Council certifying that the Building is an abandoned building as defined in Section 12-67-120 of the South Carolina Code of Laws, as amended; provided that Buyer has delivered all required information for such certification to the appropriate City official no later than forty five (45) days after the Effective Date.

If any of the above Buyer Conditions to Closing are not completed prior to the Closing Date to the full satisfaction of Buyer, in its sole and absolute discretion, Buyer, as its sole right in such event, shall by the Closing Date either (i) waive any unsatisfied Buyer Conditions to Closing and proceed to Closing or (ii) terminate this Agreement by written notice to Seller on or before the Closing Date. Upon any termination under this paragraph, the Deposit shall be returned to Buyer and Buyer shall deliver a list of all third party vendors utilized by Buyer in its investigation and assessment of the Property; at Seller's option, Seller may purchase from Buyer all third party surveys, title commitments, engineering reports, environmental audits and other third party studies and reports generated by or for Buyer in connection with the Property for 75% of the price Buyer paid for such items. If the Closing occurs, any unsatisfied Buyer Conditions to Closing, unless otherwise agreed, shall be deemed waived by Buyer.

5A. Conditions Precedent to Seller's Obligations. All of Seller's obligations hereunder are expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Seller, at Seller's option) (the "Seller Conditions"):

5A.1 Accuracy of Representations. All of the representations and warranties of Buyer contained in this Agreement shall have been true and correct in all material respects as of the date of this Agreement, and shall be true and correct in all material respects on the date of Closing with the same effect as if made on and as of such date.

5A.2 Performance. Buyer shall have performed, observed and complied with all material covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of Closing hereunder.

5A.3 Documents and Deliveries. All instruments and documents required on the Buyer's part to effectuate this Agreement and the transactions contemplated hereby (including the Buyer Closing Documents) shall be delivered to Seller and shall be in the form and substance consistent with the requirements herein.

5A.4 [Intentionally Deleted]

5A.5 Public Parking Agreement. Execution of the Public Parking Agreement in the form agreed upon by Buyer and Seller during the Inspection Period.

If any of the above Seller Conditions to Closing are not completed prior to the Closing Date to the full satisfaction of Seller, in its sole and absolute discretion, Seller, as its sole right in such event, shall by the Closing Date either (i) waive any unsatisfied Seller Conditions to Closing and

proceed to Closing or (ii) terminate this Agreement by written notice to Buyer on or before the Closing Date. Upon any termination under this paragraph, the Deposit shall be returned to Buyer and, upon Seller's request, Buyer shall deliver to Seller copies of all third party surveys, title commitments, engineering reports, environmental audits and other third party studies and reports generated by or for Buyer in connection with the Property (but without any representations or warranties by Buyer with respect to the completeness, accuracy, truthfulness or content of any such studies or reports, and with respect to which, Seller shall rely upon the same at its sole risk). If the Closing occurs, any unsatisfied Seller Conditions to Closing, unless otherwise agreed, shall be deemed waived by Seller.

5B. Agreement Negotiation/Form. Seller and Buyer agree to work cooperatively to agree on a form of each of the agreements set forth in Buyer's Condition to Closing prior to the end of the Inspection Period, each agreement containing such terms and provisions as are reasonably satisfactory to both parties. In the event all or any of the above said agreements have not been finalized to the reasonable satisfaction of the parties herein by the end of the Inspection Period, either Buyer or Seller may terminate this Agreement, whereupon the Deposit shall be returned to Purchaser and the rights and obligations of the parties herein shall be deemed terminated except those provisions expressly stated to survive termination. Upon any such termination, Buyer shall, upon Seller's request, deliver to Seller copies of all third party surveys, title commitments, engineering reports, environmental audits and other third party studies and reports generated by or for Buyer in connection with the Property (but without any representations or warranties by Buyer with respect to the completeness, accuracy, truthfulness or content of any such studies or reports, and with respect to which, Seller shall rely upon the same at its sole risk). Any such notice of termination shall be provided in writing to the other party.

6. Pre-Closing Matters.

6.1. Operation of Real Property. From and after the Effective Date of this Agreement, Seller shall operate, maintain and manage the Real Property in the same manner as Seller has in the past. Notwithstanding anything to the contrary in this Agreement, Seller may allow short-term use of the Property to support City operations and/or community events and may lease parking on the Property for daily, monthly and/or event use, provided that all such uses are terminated prior to the Closing Date and provided further that such use does not unreasonably interfere with Buyer's due diligence hereunder.

6.2. Infrastructure Tax Credit. The City will use reasonable efforts to assist the Buyer in obtaining an Ordinance and/or Resolution of the City of Columbia and of Richland County authorizing and approving the application of a 50% infrastructure credit against property taxes to offset the cost of the parking structure and other public infrastructure; provided, however, that the obtaining of such ordinances and/or resolutions shall not be a condition to Closing. Buyer shall submit all required documentation for such tax credit to the City and Richland County no later than forty five (45) days after the Effective Date.

6.3. No Marketing of Property. During the pendency of this Agreement, Seller shall not enter into any contract or other written agreement for sale of any portion of the Property, or cause or allow any party directly or indirectly controlled by Seller to enter into any contract or other written agreement for sale of any portion of the Property with any other party, nor will it agree to do so.

6.4. No Liens on Property. During the pendency of this Agreement, Seller shall not voluntarily create any liens, easements or other conditions affecting any portion of the Property, without the prior written consent of Buyer, unless such lien, easement or other condition will be cancelled or discharged at Closing, and in such case, such consent shall not be unreasonably withheld, conditioned or delayed.

7. Closing; Deliveries.

7.1. Time of Closing. The Closing shall take place on the date which is thirty (30) days following the expiration of the Inspection Period (subject, however, to extension pursuant to Section 4.5) or such earlier date as the parties may agree to (such date, the "Closing Date") at the offices of the Escrow Agent or by mail, under the supervision of Buyer's and Seller's South Carolina counsel, unless otherwise agreed to in writing by both Seller and Buyer (the parties hereby agreeing that all deliveries may be mailed into escrow with Escrow Agent and neither party shall be required to appear at the offices of Escrow Agent). If any date on which the Closing would occur by operation of this Agreement is either a weekend day or a federal or state holiday, the Closing shall occur on the next business day.

7.2. Seller Deliveries. At Closing, Seller shall deliver to Escrow Agent the following, each of which shall be in a form reasonably satisfactory to the parties hereto ("Seller Closing Documents"):

7.2.1. A limited warranty deed (the "Deed") to the Real Property from Seller, duly executed and acknowledged by Seller, subject only to such title matters as are approved (or deemed approved) pursuant to Section 4.5.

7.2.2. A bill of sale for the Personalty from Seller, duly executed by Seller.

7.2.3. An owner's affidavit sufficient for Buyer's title insurer to issue, without extra charge, an owner's policy of title insurance free of any exceptions for unfiled mechanics' or materialmen's liens for work performed by Seller prior to Closing, or for rights of parties in possession; provided that such affidavit shall not contain any indemnifications from the Seller.

7.2.4. A Non-Foreign Affidavit as required by FIRPTA with respect to the sale of the Property, duly executed by Seller.

7.2.5. A certification by Seller that all representations and warranties made by Seller in Article 3 of this Agreement are true and correct in all material respects on the date of Closing, except as may be set forth in such certificate.

7.2.6. Keys or combinations to all locks at the Real Property, to the extent in Seller's possession. Buyer hereby acknowledges and agrees that Seller shall be permitted to make the items described in this Section 7.2.7 available to Buyer at the Real Property in lieu of delivering them to Escrow Agent.

7.2.7. The Public Parking Agreement and a memorandum thereof, to be recorded at Closing.

7.2.8. The Declaration.

7.2.9. All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

7.3. Buyer Deliveries. At Closing, Buyer shall deliver to Escrow Agent the following:

7.3.1. In accordance with Seller's instructions, wire transfer in the amounts required under Section 2.2 hereof (subject to the adjustments provided for in this Agreement).

7.3.2. A certification by Buyer that all representations and warranties made by Buyer in Article 16 of this Agreement are true and correct in all material respects on the date of Closing.

7.3.3. The Public Parking Agreement and a memorandum thereof, to be recorded at Closing.

7.3.4. [Intentionally Deleted]

7.3.5. All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

8. Apportionments; Taxes; Expenses.

8.1. Apportionments. Seller shall deliver to Buyer a draft settlement statement reflecting the proration of amounts relating to the Property on or before five (5) business days prior to Closing.

8.1.1. Taxes and Operating Expenses. All real estate taxes, charges and assessments affecting the Property (“Taxes”), and all charges for water, electricity, sewer rental, gas, telephone and all other utilities (“Operating Expenses”), shall be prorated on a per diem basis as of the date of Closing. Buyer shall be entitled to all income and responsible for all expenses for the period beginning at 12:01 a.m. (Eastern Time Zone (U.S.A.)) on the date of Closing, except as set forth herein. If any Taxes have not been finally assessed as of the date of Closing for the current fiscal year of the taxing authority, then the same shall be adjusted at Closing based upon the most recently issued bills therefor, and shall be re-adjusted when and if final bills are issued. If any Operating Expenses cannot conclusively be determined as of the date of Closing, then the same shall be adjusted at Closing based upon the most recently issued bills thus far, and shall be re-adjusted when and if final bills are issued. Buyer hereby agrees to assume all non-delinquent assessments affecting the Property, whether special or general.

8.1.2. Items Customarily Prorated. Any items not specified in this Section 8.1 which are customarily prorated, apportioned or adjusted in commercial transactions in the State of South Carolina shall be prorated, apportioned or adjusted, as applicable, of the date of Closing.

8.1.3. Correction of Prorations. In the event any prorations, apportionments, adjustments, or computation shall prove to be incorrect for any reason (including errors or omissions), then either party shall be entitled to an adjustment to correct the same within thirty (30) days after written notice to the other party, provided that all such adjustments shall be made, if at all, on or before a date which is one hundred fifty (150) days after the calendar year in which the Closing occurs.

8.1.4. Survival. The provisions of this Section 8.1 shall survive the Closing to the extent any monies may be payable pursuant to this Section 8.1 to either party subsequent to the transfer of title to the Property to Buyer.

8.2. Closing Costs. Seller shall pay transfer taxes and documentary stamps and/or similar taxes or charges and costs (other than recording or filing fees) due upon the transfer of the Real Property in Columbia, South Carolina in connection with the transaction contemplated hereby, and payment of all Company Liens, if applicable. Buyer agrees to pay recording costs imposed upon recordation of the Deed for the Real Property. Buyer shall also pay all title insurance premiums and costs (including the costs of endorsements), the cost of the Survey, the costs of its due diligence studies and

reports, and the costs and fees of the Escrow Agent. Seller and Buyer shall each pay the costs of its own counsel.

9. Damage or Destruction; Condemnation; Insurance.

If at any time prior to the date of Closing there is damage or destruction to the Real Property excluding the need for roof repair or the installation of a new roof, the cost for repair of which exceeds an amount equal to \$200,000 and the Real Property cannot be restored to its original condition prior to Closing, or if all or any material portion of the Real Property is condemned or taken by eminent domain proceedings by any public authority, then, at the option of Buyer, this Agreement shall terminate, and the Deposit shall be returned to Buyer, and except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder.

If there is any damage or destruction or condemnation or taking, regardless of the cost of any repair, and if Buyer elects not to terminate this Agreement as therein provided, then (1) in the case of a taking, all condemnation proceeds paid or payable to Seller shall belong to Buyer and shall be paid over and assigned to Buyer at Closing; and (2) in the case of a casualty, Seller shall assign to Buyer all rights to any insurance proceeds paid or payable under the applicable insurance policies, less any costs of collection and any sums expended in restoration, and Seller's deductible shall be a credit to Buyer against the Property Purchase Price.

10. Remedies.

10.1. Pre-Closing Buyer Default. In the event Buyer breaches or fails, without legal excuse to complete the purchase of the Property or to perform its obligations under this Agreement, then Seller shall, as its sole remedy therefor, be entitled to receive the Deposit, plus all interest earned and accrued thereon, as liquidated damages (and not as a penalty) in lieu of, and as full compensation for, all other rights or claims of Seller against Buyer by reason of such default (other than with respect to the indemnification and restoration obligations of Buyer contained herein). Thereupon this Agreement shall terminate and the parties shall be relieved of all further obligations and liabilities hereunder, except as expressly set forth herein. Buyer and Seller acknowledge that the damages to Seller resulting from Buyer's breach would be difficult, if not impossible, to ascertain with any accuracy, and that the liquidated damage amount set forth in this Section represents both parties' best efforts to approximate such potential damages.

10.2. Pre-Closing Seller Default. In the event Seller breaches or fails, without legal excuse, to complete the sale of the Property or to perform its pre-Closing obligations under this Agreement or if any of Seller's representations contained herein was untrue in any material respect as of the date of this Agreement and the Closing Date, Buyer may, as its sole remedy therefor, subject to Section 3A(b), either (i) enforce specific performance of this Agreement against Seller, or (ii) terminate this Agreement and receive a return of the Deposit Buyer expressly waives its rights to seek damages in the event of Seller's default hereunder. Buyer shall be deemed to have elected to terminate this Agreement and receive a return of the Deposit if Buyer fails to provide Seller with written notice, within thirty (30) days following the date upon which the Closing was to have occurred, of Buyer's intent to file a suit for specific performance or if Buyer fails to file such suit within sixty (60) days after such written notice.

11. Confidentiality. Buyer agrees to keep confidential and not to use, other than in connection with its determination whether to proceed with the purchase of the Property in accordance with Section 4. hereof, any of the documents, material or information regarding the Property supplied to Buyer by Seller or by any third party at Seller's request, including, without limitation any environmental

site assessment reports furnished to Buyer except to Buyer's consultants, accountants, attorneys, agents, advisors, investors, lenders and other similar parties on a "need to know" basis. In addition, prior to and after the Closing, Buyer shall not issue any press release or other information to the public regarding the transaction contemplated herein, except as may be expressly approved in advance by Seller; provided that Buyer may issue press releases following the Closing as long as the same do not name or identify Seller or any Affiliate of Seller. Notwithstanding the foregoing, Buyer and Seller shall be permitted to make such disclosures as are required by the law, including the securities laws and laws relating to financial reporting and laws and regulations applicable to Seller as a governmental entity. Buyer agrees to indemnify and hold harmless Seller from and against any and all losses, damages, claims and liabilities of any kind (including, without limitation, reasonable attorneys' fees) arising out of Buyer's breach of this Section 11. The provisions of this Section 11 shall survive the termination of this Agreement.

12. Possession. Possession of the Real Property shall be surrendered to Buyer at Closing.

13. Notices. All notices and other communications provided for herein shall be in writing and shall be sent to the address set forth below (or such other address as a party may hereafter designate for itself by notice to the other parties as required hereby) of the party for whom such notice or communication is intended:

13.1. If to Seller:

City of Columbia, South Carolina
Attn: Teresa Wilson
1737 Main Street
Columbia, South Carolina 29201
Email: Teresa.Wilson@columbiasc.gov

With a copy to:

City of Columbia, South Carolina
Attn: Missy Gentry
1737 Main Street
Columbia, South Carolina 29201
Email: Missy.Gentry@columbiasc.gov

Burr & Forman LLP
1221 Main Street, 18th Floor
Columbia, South Carolina 29201
Attention: Judith L. McInnis, Esquire
Fax No. (803) (803)753-3278
E-mail: jmcinnis@burrr.com

If to Buyer:

Latitude 32 Development, LLC
1985 Riviera Drive, Suite 103-148
Mt. Pleasant, SC 29464
Attention: Wade Thompson
E-mail: wade@lat32group.com

With a copy to:

Haynsworth Sinkler Boyd, P.A.
1201 Main Street, Suite 2200
Columbia, SC 29201
Attention: Gary W. Morris
Email: gmorris@hsblawfirm.com

If to the Escrow Agent to:

Haynsworth Sinkler Boyd, P.A.
1201 Main Street, Suite 2200
Columbia, SC 29201
Attention: Gary W. Morris
E-mail: gmorris@hsblawfirm.com

Any such notice or communication shall be sufficient if sent by registered or certified mail, return receipt requested, postage prepaid; by hand delivery; by overnight courier service; or by facsimile or email transmission (provided that such facsimile or email transmission is confirmed by the sender by delivery service or by mail in the manner previously described within 24 hours after such transmission is sent). Any such notice or communication shall be effective when delivered or when delivery is refused.

14. Brokers. Buyer and Seller each represents to the other that it has not dealt with any broker or agent in connection with this transaction, except that Seller has retained Martin Moore with CBRE to serve as its broker in connection with this transaction and the Buyer has retained Brad Miller, Coldwell Banker to serve as its broker in connection with this transaction. Each party shall pay the fees and costs of its broker. Each party hereby indemnifies and holds harmless the other party from all loss, cost and expense (including reasonable attorneys' fees) arising out of a breach of its representation or undertaking set forth in this Section 14. The provisions of this Section 14 shall survive Closing or the termination of this Agreement.

15. Escrow Agent. Escrow Agent shall hold the Deposit in accordance with the terms and provisions of this Agreement, subject to the following:

15.1. Obligations. Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement and no implied duties or obligations shall be read into this Agreement against Escrow Agent.

15.2. Reliance. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes, and any statement or assertion contained in such writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instrument in connection with the provisions of this Agreement has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing the same, and Escrow Agent's duties under this Agreement shall be limited to those provided in this Agreement.

15.3. Escrow Agent Liability. The Escrow Agent shall not incur any liability in connection with the performance of its duties under this Agreement unless the Escrow Agent acts in a negligent manner or is guilty of willful misconduct with regard to its duties under this Agreement.

15.4. Disputes. If the parties (including Escrow Agent) shall be in disagreement about the interpretation of this Agreement, or about their respective rights and obligations, or the propriety of any action contemplated by Escrow Agent, or the application of the Deposit, Escrow Agent shall hold the Deposit until the receipt of written instructions from both Buyer and Seller or a final order of a court of competent jurisdiction. In addition, in any such event, Escrow Agent may, but shall not be required to, file an action in interpleader to resolve the disagreement. Escrow Agent shall be indemnified for all costs and reasonable attorneys' fees in its capacity as Escrow Agent in connection with any such interpleader action and shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in the interpleader action is received.

15.5. Counsel. Escrow Agent may consult with counsel of its own choice and have full and complete authorization and protection in accordance with the opinion of such counsel. Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind, unless caused by its negligence or willful misconduct.

15.6. Interest. All deposits into the escrow shall be held by the Escrow Agent in a non-interest bearing account.

15.7. Conflict. Seller and Buyer acknowledge that Escrow Agent is also representing Buyer in the transaction contemplated by this Agreement and no conflict exists, or to the extent a conflict does exist, the parties waive any such conflict.

16. Representations of Buyer. Buyer represents and warrants to Seller that:

16.1. Authority. Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of South Carolina, duly qualified to transact business in the State of South Carolina and has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Buyer has been duly authorized.

16.2. No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Buyer does not and will not violate any applicable law, ordinance, statute, rule, regulation, order, decree or judgment, conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the property or assets of Buyer by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Buyer is a party or which is or purports to be binding upon Buyer or which otherwise affects Buyer, which will not be discharged, assumed or released at Closing. No action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon Buyer in accordance with its terms.

16.3. Source of Funds. Buyer shall have the right to obtain financing in connection with its purchase of the Property, however Buyer acknowledges and agrees that its obligations hereunder are not contingent upon Buyer obtaining financing for the purchase of the Property.

16.4. Bankruptcy Matters. Buyer has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Buyer's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Buyer's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Buyer's assets, (v) admitted in writing its inability to pay its debts as they come due,

or (vi) made an offer of settlement, extension or composition to its creditors generally, and Buyer has not planned or contemplated, and is not planning or contemplating, any of the foregoing.

16.5. OFAC. Buyer is in compliance with the requirements of the Orders. Neither Buyer nor any of its affiliates (i) is listed on any of the Lists, (ii) is a Person (as defined in the Order) who has been determined by competent authority to be subject to the prohibitions contained in the Orders, or (iii) is owned or controlled by (including without limitation by virtue of such person being a director or owning voting shares or interests), or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Orders. Buyer is not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any Law that is enforced or administered by the Office of Foreign Assets Control, and is not engaging in the transactions contemplated herein, directly or indirectly, on behalf of, or instigating or facilitating the transactions contemplated herein, directly or indirectly, on behalf of, any such person, group, entity or nation.

17. Miscellaneous.

17.1. Assignability. Buyer may not assign this Agreement without first obtaining Seller's written consent, provided however, Buyer may assign this Agreement to an entity controlled by Buyer without the consent of Seller. In such event, the assignee shall assume all the obligations of Buyer hereunder and Buyer shall also remain fully liable under this Agreement. Any assignment in contravention of this provision shall be void. Any assignee shall be deemed to have made any and all representations and warranties made by Buyer hereunder and shall be bound by any covenant of Buyer hereunder, as if the assignee were the original signatory hereto.

17.2. Governing Law; Bind and Inure. This Agreement shall be governed by the law of the State of South Carolina and shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and personal representatives.

17.3. Recording. Neither this Agreement nor any notice or memorandum hereof shall be recorded in any public land record. A violation of this prohibition shall constitute a material breach entitling the non-breaching party to terminate this Agreement.

17.4. Time of the Essence. Time is of the essence as to the obligations of Buyer under each and every provision of this Agreement.

17.5. Headings. The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

17.6. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17.7. Exhibits. All Exhibits which are referred to herein and which are attached hereto or bound separately and initialed by the parties are expressly made and constitute a part of this Agreement.

17.8. Use of Proceeds to Clear Title. To enable Seller to make conveyance as herein provided, Seller may, at the time of Closing, use the Purchase Price or any portion thereof to clear the title of any or all encumbrances or interests, provided that provision reasonably satisfactory to Buyer's attorney is made for prompt recording of all instruments so procured in accordance with conveyancing practice in the jurisdiction in which the Property is located.

17.9. Submission not an Offer or Option. The submission of this Agreement or a summary of some or all of its provisions for examination or negotiation by Buyer or Seller does not constitute an offer by Seller or Buyer to enter into an agreement to sell or purchase the Property, and neither party shall be bound to the other with respect to any such purchase and sale until a definitive agreement satisfactory to Buyer and Seller in their sole discretion is executed and delivered by both Seller and Buyer.

17.10. Entire Agreement; Amendments. This Agreement and the Exhibits hereto set forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

17.11. Business Days. The phrase "business days" as used herein shall mean the days of Monday through Friday, excepting only federal holidays.

17.12. Attorneys Fees. In the event of any litigation arising out this Agreement, the reasonable attorney's fees and costs incurred by the prevailing party shall be paid by the non-prevailing party.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

SELLER:

CITY OF COLUMBIA, SOUTH CAROLINA

By: Teresa B. Wilson
Name: Teresa B. Wilson
Title: City Manager
Date: 9/9/2021 10:49:05 PM EDT

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

9/3/2021

BUYER:

LATITUDE 32 DEVELOPMENT, LLC,
a South Carolina limited liability company

By: [Signature]
Name: Wade H. Thompson
Title: Managing Member
Date: 9/13/21

17.8. Use of Proceeds to Clear Title. To enable Seller to make conveyance as herein provided, Seller may, at the time of Closing, use the Purchase Price or any portion thereof to clear the title of any or all encumbrances or interests, provided that provision reasonably satisfactory to Buyer's attorney is made for prompt recording of all instruments so procured in accordance with conveyancing practice in the jurisdiction in which the Property is located.

17.9. Submission not an Offer or Option. The submission of this Agreement or a summary of some or all of its provisions for examination or negotiation by Buyer or Seller does not constitute an offer by Seller or Buyer to enter into an agreement to sell or purchase the Property, and neither party shall be bound to the other with respect to any such purchase and sale until a definitive agreement satisfactory to Buyer and Seller in their sole discretion is executed and delivered by both Seller and Buyer.

17.10. Entire Agreement; Amendments. This Agreement and the Exhibits hereto set forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

17.11. Business Days. The phrase "business days" as used herein shall mean the days of Monday through Friday, excepting only federal holidays.

17.12 Attorneys Fees. In the event of any litigation arising out this Agreement, the reasonable attorney's fees and costs incurred by the prevailing party shall be paid by the non-prevailing party.

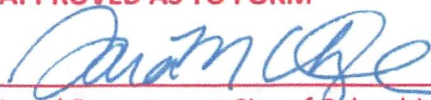
IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

SELLER:

CITY OF COLUMBIA, SOUTH CAROLINA

By: Teresa B. Wilson
Name: Teresa B. Wilson
Title: City Manager
Date: 9/9/2021 10:49:05 PM EDT

APPROVED AS TO FORM


Legal Department City of Columbia, SC

9/3/2021

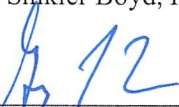
BUYER:

LATITUDE 32 DEVELOPMENT, LLC,
a South Carolina limited liability company

By: _____
Name: _____
Title: _____
Date: _____

ESCROW AGENT:

Haynsworth Sinkler Boyd, P.A.

By: 
Name: Gary W. Morris
Title: Shareholder

LIST OF EXHIBITS

- Exhibit A** - **Description of Land**
- Exhibit B** - **Reserved**
- Exhibit C** - **Pending Litigation**
- Exhibit D** - **Property Materials**

EXHIBIT A

Description of Land

Parcel A

All that certain piece, parcel or lot of land with improvements thereon in the State of South Carolina, County of Richland, City of Columbia, being known as 2220 Lee Street and being more fully shown as Parcel B on a plat prepared for W. Croft Jennings, Jr. by I.B. Cox and Son, Registered Land Surveyors and Engineers, dated September 21, 1973, being bordered on the north by Lee Street, whereon it measures ninety-nine and 85/100 (99.85') feet; on the east by property shown on said plat as a portion of Parcel A, whereon it measures two hundred eighteen and seven-tenths (218.7) feet; on the south by property shown on said plat as a portion of Parcel A, whereon it measures one hundred and no-tenths (100.0') feet; and on the west by property now or formerly of Morris, whereon it measures two hundred eighteen and nine-tenths (218.9') feet, all measurements being a little more or less.

Parcel B

All that certain piece, parcel or lot of land, together with the improvements thereon (known as 2224 Lee Street), situate, lying and being on the southern side of Lee Street between Santee and Heidt Streets, in the City of Columbia, County of Richland, State of South Carolina, and being particularly shown and designated as Parcel C upon that certain plat of property surveyed for Porter General Agency, Inc., made by B.P. Barber and Associates, Inc., Engineers, dated May 19, 1965, and having the following boundaries and measurements: on the North by Lee Street and fronting and measuring thereon 75 feet; on the East by property now or formerly of Elizabeth W. Coker and measuring thereon 219.5 feet; on the South by property now or formerly of Robert B. Mobley and Parcel B, as shown on said plat, and measuring thereon 75 feet; and on the West by property now or formerly of Lottie C. Hammond and measuring thereon 218.7 feet, all of which will more fully appear by reference to said plat, and all of said measurements being a little more or less.

Parcel C

All that certain piece, parcel or lot of land, situate, lying and being between Devine Street and Lee Street, in the City of Columbia, County of Richland and State of South Carolina, and being more particularly shown and designated as Parcel B upon that certain plat of property surveyed for Porter General Agency, Inc., made by B.P. Barber and Associates, Inc., Engineers, dated May 19, 1965, and having the following boundaries and measurements: on the North by a portion of property now or formerly of Lottie C. Hammond and a portion of Parcel C, as shown on said plat, and measuring thereon 61 feet; on the East by property now or formerly of Robert B. Mobley and measuring thereon 47 feet; on the South by a portion of Parcel A, as shown on said plat, and measuring thereon 61 feet; and on the West by property now or formerly of Mary S. Dorn and measuring thereon 47 feet, all of which will more fully appear by reference to said plat, and all measurements being a little more or less.

Parcel D

All that certain piece, parcel or lot of land, situate, lying and being in the City of Columbia on the north side of Devine Street between Harden and Heidt Street, with the improvements thereon and known as number 2223 Devine Street, Columbia, S.C., commencing at a point 152.9 feet from the northwestern corner of Devine and Heidt Streets and running from thence in a northerly direction for a distance of 150.5 feet to a point, and from thence turning and running in a westerly direction for a distance of 108

feet to a point, and from thence turning and running in a southerly direction 151 feet to a point on Devine Street, and from thence turning and running in an easterly direction along the said Devine Street for a distance of 108 feet to the point of commencement.

Parcel E

All that certain piece, parcel or lot of land, with improvements thereon, designated as Lot No. 2 on a plat of the property of William S. Weston, and others made by Tomlinson Engineering Company, August 21, 1934, situate, lying and being on the northern side of Devine Street, in the City of Columbia, commencing at an iron stake Two Hundred Sixty and Nine-Tenths (260.9') feet from the northwestern corner of Devine and High Streets, and from thence running in a northerly direction on the western boundary of Lot No. 1, as shown on said plat heretofore referred to for a distance of One Hundred Fifty-One (151') feet to an iron stake and from thence turning and running in a westerly direction Forty-Eight and Eight-Tenths (48.8') feet to an iron stake and from thence turning and running in a northwesterly direction for a distance of Forty-Three and Eight-Tenths (43.8') feet to an iron in concrete and from thence turning and running in a southerly direction for a distance of One Hundred Seventy-Six and Four-Tenths (176.4') feet to an iron in concrete and from thence turning and running in an easterly direction along the northern boundary of Devine Street for a distance of Eighty-Three and Eight-Tenths (83.8') feet to the point of commencement.

Parcel F

All that certain piece, parcel or lot of land, situate, lying and being west of Heidt Street, between Devine and Lee Streets, in the City of Columbia, Richland County, South Carolina, and being irregular in shape, and being cut off the western end of lot conveyed to Robert B. Mobley by Louise C. Mobley by her deed dated July 31, 1947, recorded in the Office of the Clerk of Court for Richland County in Deed Book 5, at Page 87, beginning at an iron at the point where the northeast corner of lot of Mary S. Dorn joins the aforementioned lot of Robert B. Mobley, thence running N 84°-00 W 48.8 feet to a post, thence turning and running N 31°-10 W 87.5 feet to an iron, thence turning and running S 84°-00 E 121 feet to an iron, thence turning at a right angle and running S 5°-05 W 47 feet to the point of beginning, being the lot so delineated and described on plat of property surveyed from Robert B. Mobley by Barber, Keels & Associates, Engineers, dated April 9, 1953, recorded in the Office of the Clerk of Court for Richland County, South Carolina, said lot being bounded on the north by lots of Williams and of Hammond, east by the remaining portion of the aforementioned lot of Robert B. Mobley, and south and west by lot now or formerly of Weston and by property of Mary S. Dorn.

Parcel G

All that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being on the western side of Heidt Street, formerly known as High Street, between Devine and Lee Street, in the City of Columbia, in the County of Richland, State of South Carolina, the improvements thereon being known as 711 Heidt Street, said property measuring 45.5 feet, more or less, on Heidt Street, and running back therefrom in parallel lines for a distance of 200 feet, more or less.

Parcel H

All that certain piece, parcel or lot of land, known as No. 2219 Devine Street, with the improvements thereon, situate, lying and being on the northern side of Devine Street, between Heidt Street (formerly High Street) and Santee Street (formerly Poplar Street), in the City of Columbia, County of Richland, State of South Carolina, being shown and designated as Lot No. Three (3), on plat of property of William S. Weston, et al, by Tomlinson Engineering Co., dated August 21, 1934, and recorded in the Office of the

Register of Mesne Conveyance for Richland County in Plat Book "G" at Page 156, measuring on its northern and southern sides Sixty-Four and 5/10 (64.5) feet and on its eastern and western sides One Hundred Sixty Two (162') feet; and being bounded on the North by portion of Lot No. 4, on said plat (property of W.S. Weston); on the East by portion of Lot No. 2, on said plat (property of W.S. Weston); on the South by Devine Street; and on the West by portion of Lot No. 4, on said plat (property of W.S. Weston).

Parcel I

All that certain piece, parcel or lot of land, with improvements thereon, in the State of South Carolina, County of Richland, City of Columbia, being known as 2228 Lee Street, and being more fully shown on a plat prepared for W. Croft Jennings, Jr. by Isaac B. Cox & Son, Registered Land Surveyors and Engineers, dated May 20, 1974, being bordered on the north by Lee Street whereon it measures 49.9 feet; on the east by property shown on said plat as now or formerly Security Federal Savings & Loan Association, now or formerly Layton, now or formerly Williams, and now or formerly Williams whereon it measures 219.7 feet; on the south by property shown as now or formerly W. Croft Jennings, Jr. whereon it measures 49.95 feet; on the west by property now or formerly W. Croft Jennings, Jr. whereon it measures 219.4 feet, all measurements being a little more or less.

Parcel J

All that certain piece, parcel or lot of land, with improvements thereon, known as No. 2204 Lee Street, being more fully described in a plat prepared for W. Croft Jennings, Jr. by Isaac B. Cox & Son, Reg. Land Surveyor and Engineer, dated September 12, 1974. Said parcel is bordered on the North by Lee Street whereon it measures Seventy-Four and Nine-Tenths (74.9') feet, on the east by property now or formerly of W. Croft Jennings, Jr. whereon it measures Two Hundred Eighteen and Five-Tenths (218.5') feet, on the South by property now or formerly of W. Croft Jennings, Jr. whereon it measures Forty-Two and Three-Tenths (42.3') feet, on the South by property now or formerly of Mid-Carolina Alcohol Association whereon it measures Forty-Two and Six-Tenths (42.6') feet, and on the west by property of Holy Trinity Lutheran Church whereon it measures One Hundred Ninety-One and Two-Tenths (191.2') feet. The aforesaid conveyance described the property as having a depth of Two Hundred Eight (208') feet, more or less, but upon an accurate survey being made, which survey is above referred to, the depth is determined to be Two Hundred Eighteen and Five-Tenths (218.5') feet on the eastern boundary and One Hundred Ninety-One and Two-Tenths (191.2') feet on the western boundary.

Parcel K

All that certain piece, parcel or lot of land, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, in the block bounded by Devine Street, Santee Avenue, Lee Street and Heidt Street and located One Hundred Sixty-One and Eight-Tenths (161.8') feet north of Devine Street and consisting of Two Thousand Four Hundred Forty-Six (2,446) square feet and being more particularly shown on a plat prepared for W. Croft Jennings, Jr. dated April 21, 1975, by Isaac B. Cox & Son, Reg. Land Surveyors and Engineers, whereon said property is shown bounded on the North by property of W. Croft Jennings, Jr. whereon it measures Forty-Two and Six-Tenths (42.6') feet and Forty-Five and One-Tenth (45.1') feet, on the East by property of W. Croft Jennings, Jr. whereon it measures Fourteen and Two-Tenths (14.2') feet, on the South by property of W. Croft Jennings, Jr. whereon it measures Sixty-Four and Six-Tenths (64.6') feet, on the West by property of Mid-Carolina Alcohol Association whereon it measures Sixty-Four and Six-Tenths (64.6') feet.

This being all the same property also described as follows:

All that certain piece, parcel or tract of land with any and all improvements thereon, situate, lying and being in the City of Columbia, Richland County, South Carolina, as more particularly described as containing 2.83 acres (123254 Sq. Ft.), more or less, on a Plat prepared for State of South Carolina by Baxter Land Surveying Co., Inc., dated March 18, 2004, and said parcel having the following metes and bounds to wit:

BEGIN AT POINT on the northern right-of-way of Devine Street, which point is located 153.1 feet northwest of the intersection of the northern right-of-way of Devine Street and the western right-of-way of Heidt Street; thence running along the northern right-of-way of Devine Street N 82°39'00" W for a distance of 256.29 feet to a 1" pipe found; thence turning and running along property now or formerly of Holy Trinity Lutheran Church the following courses and distances: (i) N 07°24'53" E for a distance of 161.66 feet to a 1/2" rebar found; (ii) N 00°57'19" E for a distance of 64.66 feet to a 1/2" rebar found; (iii) N 07°08'01" E for a distance of 191.10 feet to a 1" pipe found; thence turning and running along the southern right-of-way of Lee Street S 82°28'35" E for a distance of 299.06 feet to a 1/2" rebar found; thence turning and running along property now or formerly of Emily M. Wilson & Allen Prater, Dorothy A. Doniphan, Dorothy W. Bratton and Willis D. Bethea, Jr. S 06°45'39" W for a distance of 220.32 feet to a point; thence turning and running along property now or formerly of Willis D. Bethea, Jr. S 82°35'44" E for a distance of 115.45 feet to a point; thence turning and running along the western right-of-way of Heidt Street S 07°08'23" W for a distance of 45.26 feet to a point; thence turning and running along property now or formerly of Frances C. Wells N 82°29'42" W for a distance of 152.80 feet to a 1" pipe; thence turning and running along property now or formerly of Frances C. Wells S 07°23'27" W for a distance of 150.84 feet to the Point of Beginning, be all measurements a little more or less.

Derivation: This being the same property conveyed to City of Columbia, South Carolina by that certain Quitclaim Deed from State of South Carolina, by and through the Department of Administration dated March 20, 2019 and recorded March 21, 2019 in Record Book 2379 at Page 3049, in the Office of the Register of Deeds for Richland County, South Carolina.

TMS No.: 11312-02-03 and 11312-02-09

EXHIBIT B

Reserved

EXHIBIT C

Pending Litigation

NONE

EXHIBIT D

Property Materials

[to the extent in Seller's possession]

- a) Existing title policy and survey.
- b) Environmental Reports and Engineering Reports done in the past five years.
- c) A detailed list of all equipment on the site.
- d) Most recent Life Safety Inspection reports (alarm, sprinkler, backflow, infrared, roof).
- e) Any maintenance/replacement records on the HVAC systems.
- f) Plans, specifications and any architectural drawings, if any.
- g) Any warranties as to personalty, roof or other improvements.
- h) Any and all utility bills or other utility information provided to Seller over the last three (3) months.