

CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY: PORT OF PORT ROYAL

THIS CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY (the "Contract") is made and entered into by and between the State of South Carolina, by and through the Department of Administration, Division of General Services (the "Seller"), and between _____(the "Buyer"). The effective date of this Contract shall be the latest date of a party's execution of this Contract ("Effective Date").

STATEMENT OF PURPOSE

Seller proposes to convey by quitclaim deed that certain tract or tracts of land and related improvements located in Beaufort County, South Carolina, as more particularly described below. Buyer desires to acquire from Seller the Property, as hereafter defined, upon the terms and conditions contained in this Contract. Seller is willing to sell and convey the Property, as hereafter defined, pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, subject to the terms and conditions of this Contract, and in consideration of the premises and the respective agreements hereinafter set forth, Seller and Buyer agree as follows:

1. Description of Property. The property now owned by the Seller which is the subject of this Contract is as follows:

All that certain pieces, parcels or lots of land, being approximately 51.6 acres of highland and approximately 265.91 acres of marshlands, with all improvements thereon, located in the Town of Port Royal, County of Beaufort, State of South Carolina, subject to the requirements of the Development Agreement with the Town of Port Royal, South Carolina recorded in the Beaufort County Register of Deeds on February 22, 2013 at book 3217, Pages 631-1534 ("Development Agreement") and the requirements of the Planned Unit Development & Regulating Plan ("PUD"), and being further described as set forth in "Exhibit A" attached hereto and specifically incorporated herein by reference.

The real property described hereinabove includes all improvements and fixtures placed, constructed or installed on the land ("Improvements"), and the real property and Improvements shall collectively be called the "Property".

2. Purchase Price. The purchase price (the "Purchase Price") to be paid by Buyer for the Property shall be _____ and No/100 Dollars (\$_____). The Purchase Price shall be payable in certified U.S. funds as follows:

- a. A good faith earnest money deposit and partial down payment of three (3) percent of the Purchase Price (the "Deposit"), which must be made payable to and received by the Seller to be held in escrow as set forth in section 12 of this Contract within three (3) business days of the Effective Date, will be applied to the Purchase Price at Closing.

- b. The balance of the Purchase Price shall be payable by wire transfer at Closing, subject to price adjustments and prorations as hereinafter provided.

3. Survey. Buyer may cause a current or updated boundary and physical survey of the Property (the "Survey") to be prepared by a registered land surveyor acceptable to Buyer in accordance with such standards and requirements as Buyer shall reasonably request. A description of the Property contained in the deed required by Paragraph 4 of this Contract shall be prepared from the Survey should Buyer elect to obtain said Survey.

4. Title to the Property. At the Closing, Seller shall deliver to Buyer a quitclaim deed in form and content reasonably satisfactory to Buyer's counsel, conveying to Buyer its interest in the Property, and subject to all rights-of-way, easements, restrictions of record and all other matters affecting title whether of record or not, including but not limited to the aforementioned Development Agreement and PUD, and to any and all governmental laws and ordinances applicable to the Property. The Buyer shall provide to Seller in writing the name in which the deed shall be prepared at least ten (10) days prior to the Closing.

5. Inspections. Buyer shall have ninety (90) days from the Effective Date to undertake any inspections, market studies and other studies related to the Property (the "**Inspection Period**") desired by Buyer. Seller agrees to provide Buyer and its agents, employees and representatives full access to the Property and to cooperate with Buyer in connection with such inspections. Buyer shall indemnify and hold the Seller harmless from any damage to the extent caused by the Buyer, its agents, contractors or invitees. Buyer will repair any damages caused by it or its agents, contractors or invitees to said Property. **Property is being sold in "As-is" condition.** Buyer shall have the right to terminate this Contract during the first forty-five (45) days of the Inspection Period for any reason whatsoever. If Buyer elects to terminate the Contract during the first forty-five (45) days of the Inspection Period as provided herein, Seller shall return to Buyer the Deposit. Buyer shall thereafter have the right to terminate this Contract during the last forty-five (45) days of the Inspection Period for identified latent or material defects to the Property that negatively impact the ability of Buyer to obtain financing and/or title insurance, and if termination is elected for such latent or material defect, Seller shall return to Buyer the Deposit. If Buyer elects to terminate the Contract during the last forty-five (45) days of the Inspection Period under any other conditions other than those specified and as provided herein, Buyer shall forfeit the Deposit and Seller shall retain the Deposit. Said Deposit shall become non-refundable at the expiration of the Inspection Period.

6. Closing Date. The closing of the sale and purchase of the Property (the "Closing") shall take place on or before thirty (30) days after the expiration of the Inspection Period, time being of the essence. The date of the Closing shall be referred to herein as the "Closing Date."

7. Closing Costs. Seller shall pay for the preparation of the Deed. Buyer shall be responsible for all closing costs, transfer taxes associated with the transaction, deed stamps, recording and documentary fees, and any instruments to be recorded under the terms of this Contract with respect to the Property, as well as title examination fees and the title insurance

premiums. Except as otherwise provided herein, each party shall bear its own expense or expenses, including its own attorneys' fees.

8. Settlement Adjustments. Unless otherwise specified in this Contract, all income, expenses and costs related to the Property shall be prorated as of the day the Closing actually occurs ("Closing Date") as follows:

a. Buyer shall pay all ad valorem property taxes respecting the Property for that portion of the calendar year from and after the Closing Date.

b. If there are meters on the Property measuring the consumption of water, gas or electric current, Seller shall, not more than one (1) day prior to the Closing Date, use its good faith efforts to cause such meters (for utilities for which Seller, and not tenants, are responsible) to be read, and shall pay promptly all utility bills for which Seller is liable upon receipt of a statement therefor. Buyer shall be liable for and shall pay all utility bills for services rendered after such meter readings and after the Closing Date.

9. Brokerage Commission.

a. Seller and Buyer mutually acknowledge that they have dealt with the State's broker in this transaction, and Buyer acknowledges it has been provided all necessary agency disclosure forms.

b. Buyer acknowledges that, to the extent applicable, any and all fees due to Buyer's broker are the sole responsibility of Buyer and will not reduce the agreed upon Purchase Price.

10. Eminent Domain. If, prior to the Closing Date, all or any material part of the Property is taken by eminent domain or if condemnation proceedings are commenced, Buyer shall have the option, by giving written notice to Seller, to terminate this Contract and receive an immediate refund of the full amount of the Deposit. If Buyer does not so elect to terminate this Contract, the Contract shall remain in full force and effect, and Seller shall assign, transfer and set over to Buyer at the Closing all of Seller's right, title and interest in and to any awards that may be made for such taking.

11. Closing Documents.

a. At Closing, the Seller shall deliver to Buyer (or Closing Attorney, as hereafter defined in Section 18 of this Contract, if any):

i. a duly executed and acknowledged quitclaim deed in recordable form conveying the Property reasonably satisfactory to Buyer; and

ii. such other documents and papers which may be necessary to the consummation of the transaction described in this Contract as may be reasonably requested by Buyer or Buyer's counsel.

- b. At Closing, Buyer shall deliver to Seller:
 - i. the cash portion of the Purchase Price as determined pursuant to Section 2 above; and
 - ii. such other documents and papers which may be necessary to the consummation of the transaction described in this Contract or as may be reasonably requested by Seller or Seller's counsel.

12. Escrow of Deposit. The Deposit shall be held in escrow (the "Escrow") by Seller subject to the terms and provisions of this Contract. At Closing, in accordance with the terms of this Contract, the full amount of the Deposit shall be retained by Seller as a portion of the Purchase Price.

13. Assignment. This Contract shall not be assigned by Seller. This Contract shall be freely assignable to an affiliate of Buyer without the consent of Seller. Any other assignment of this Contract by Buyer shall be subject to the consent of the Seller.

14. Default and Remedies.

a. In the event Seller defaults or fails to perform any of the conditions or obligations of Seller under this Contract or in the event any of the representations contained herein are not true and correct as of the date hereof and as of the Closing Date, Buyer, as its sole remedies, shall have the right to enforce an action in equity for specific performance or terminate this Contract (and receive a full refund of the Deposit) by giving written notice to Seller.

b. In the event of a default or breach thereof by Buyer of any of the covenants or conditions or obligations of Buyer under this Contract, Seller's remedy shall be to give written notice thereof to Buyer and to retain the Deposit as full liquidated damages, actual damages being difficult if not impossible to ascertain and the parties having made a bona fide effort to estimate Seller's damages, and Seller retains the right to enforce this Contract according to law.

15. Entry. Buyer shall have the right to enter upon the Property at reasonable times without Seller's prior consent after the date of this Contract for any purpose including but not limited to site planning, surveying and environmental inspections. At Closing, Seller shall provide Buyer with keys and alarm system codes (if applicable) for the Property. Buyer shall indemnify and hold the Seller harmless from any damage to the extent caused by the Buyer, its agents, contractors or invitees. Buyer will repair any damages caused by it or its agents, contractors or invitees to said Property.

16. The parties agree and understand this Contract is subject to and contingent upon all requisite approvals pursuant to South Carolina Code of Laws §1-11-65 and §54-3-700, Proviso 93.32 of the 2016-2017 South Carolina General Appropriations Act, and the Iran Divestment Act. In the event the Seller shall be unable to convey title reasonably satisfactory to

Buyer in accordance with the terms of this Contract, the Seller will not be required to bring any action or proceeding or otherwise to incur any expense to render the title satisfactory. The sole obligation of the Seller shall be to cancel this Contract in which event the Deposit shall be returned to the Buyer.

17. Miscellaneous.

a. Notices. Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been given when (i) deposited in Federal Express (or any other national “next day” delivery service) or (ii) in the United States mail via registered or certified mail, postage prepaid, return receipt requested or (iii) when sent via electronic mail to the party’s address specified in this Contract if sent during normal business hours on a Business Day (or on the next Business Day if sent via electronic mail after the close of normal business hours or on a non-Business Day) and hard copy sent via either option (i) or (ii) as provided herein the same day, and addressed as follows:

SELLER: State of South Carolina
c/o Department of Administration
1200 Senate Street, Suite 460
Columbia, SC 29201
Attention: Real Property Services
Email: Ashlie.Lancaster@admin.sc.gov
cc: David.Avant@admin.sc.gov

BUYER: _____

Attention: _____
Email: _____

Either party may, from time to time, by notice as herein provided, designate a different address to which notice to it shall be sent.

b. Applicable Law. This Contract shall be governed by and construed in accordance with the laws of the State of South Carolina.

c. Entire Agreement. This Contract and the Exhibit(s) hereto contains the entire understanding and agreement by and between the parties and all prior or contemporaneous oral or written agreements or instruments are merged herein, and no amendment to this Contract shall be effective unless the same is in writing and signed by the parties hereto.

d. Binding Effect. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

e. Saturdays, Sundays, Holidays. If any date called for under this Contract falls on a Saturday, Sunday or legal holiday observed by national banks in Columbia, South Carolina (“non-Business Day”), such date shall be extended to the next day not falling on a Saturday, Sunday or legal holiday observed by national banks in Columbia, South Carolina (“Business Day”).

f. Captions and Headings. The captions and headings throughout this Contract are for convenience and reference only, and the words contained therein shall in no way be held to define or add to the interpretation, construction or meaning of any provision of this Contract.

g. No Offer. The parties agree that the submission of this Contract for review or execution by one party to the other does not constitute an offer to sell or purchase the Property, and that this Contract shall not be valid, binding or enforceable until duly and fully executed by all parties hereto.

h. Authority. All signatories to this Contract have the full power and authority to enter into this Contract.

i. The execution, delivery and performance of this Contract will not result in the breach of or constitute a default under the provisions of any agreement to which the Buyer or Seller is a party, or by which it or its property is bound or affected.

j. Any prior agreement between the parties or that their respective affiliates with respect subject to the subject matter hereof shall be of no further force and effect, and to the extent of any such prior agreements this Contract shall be deemed a novation, good and sufficient consideration of which is acknowledged by all respected affiliates.

k. This Contract may be executed in counterparts, all of which together shall comprise one and the same instrument.

l. This Contract cannot be altered, amended, changed or modified in any respect or particular unless each such alteration, amendment, change or modification shall have been agreed to by each of the parties hereto and reduced to writing in its entirety and signed and delivered by each party.

m. Time is of the essence in all provisions of this Contract.

18. Closing Attorney. Seller is not required to provide an attorney to Buyer for this transaction. However, in the event Buyer chooses to retain a closing attorney, (“Closing Attorney”) Buyer will identify the Closing Attorney to Seller in writing at least ten (10) days prior to the Closing. The Buyer and Seller acknowledge that there may exist a potential conflict of interest in the representation of both Buyer and Seller by the Closing Attorney, in closing this transaction if the Seller is not represented by independent counsel. In such event, both Buyer and Seller agree to allow the Closing Attorney to close the within transaction, and to sign a Conflict of Interest Disclosure.

SIGNATURES ON SEPARATE PAGES

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IN WITNESS WHEREOF, the undersigned has duly executed this Contract this _____ day of _____, 20____.

WITNESSES:

BUYER: _____

(Witness 1 signature)

By: _____

(Witness 2 signature)

Print Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned has duly executed this Contract this _____ day of _____, 20____.

WITNESSES:

SELLER:

STATE OF SOUTH CAROLINA
BY AND THROUGH THE
DEPARTMENT OF ADMINISTRATION,
DIVISION OF GENERAL SERVICES

By: Real Property Services

(Witness 1 signature)

By: _____

(Witness 2 signature)

Its: _____

"EXHIBIT A"

That certain property in Beaufort County, Town of Port Royal, State of South Carolina, as shown on the certain Plat entitled: "Plat of 51.60 Acres of Highland at South Carolina State Ports Authority, Port Royal Terminal," prepared by Thomas & Hutton Engineering Co. dated December 20, 2006, and recorded in Plat Book 0122 at Pages 0032-0035 on October 17, 2007, Beaufort County RMC Office, consisting of approximately 51.60 Acres of highland and 265.91 Acres of marsh. Parcels designated on said Plat as : SP 21-1, SP 21-2 (subject to right of first refusal), SP 21-3, SP 21-4, SP 21-5, SP 21-6, SP 21-10, SP 21-11, SP 21-12, SP 21-13, SP 21-14, SP 21-15, SP 21-16, SP 21-17, SP 21-18, SP 21-19, SP 21-20, MARSH-1, MARSH-2, MARSH-3, and MARSH-4, as more particularly shown and delineated by reference to said plat.

ALSO

That certain piece, parcel or lot of land, in Beaufort County, Town of Port Royal, State of South Carolina, designated as "OUT PARCEL #1 HOOD DOWLING 6,969 SQ.FT. 0.16 Acre," more or less, on Plat entitled: "Plat of 51.60 Acres of Highland at South Carolina State Ports Authority, Port Royal Terminal," prepared by Thomas & Hutton Engineering Co. dated December 20, 2006, and recorded in Plat Book 0122 at Pages 0032-0035 on October 17, 2007, Beaufort County RMC Office, as more particularly shown and delineated by reference to said plat.

**THIS PROPERTY IS SUBJECT TO A DEVELOPMENT AGREEMENT WITH THE TOWN OF PORT
ROYAL, SOUTH CAROLINA
RECORDED IN THE BEAUFORT COUNTY ROD ON FEBRUARY 22, 2013
AT BOOK 3217, PAGES 631-1534**

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