

CONTRACT OF SALE

WHEREAS, the Purchaser desires to purchase and the Seller desires to sell the hereinafter described real estate under the terms and conditions of this Contract of Sale.

NOW, THEREFORE, this Contract of Sale ("Contract") is entered into by and between LOW COUNTRY HUMAN DEVELOPMENT CENTER, INC., a not for profit 501(c)(3) organization, located at 119 Camp St. Mary Road, Okatie, SC 29910 ("Seller") and the County of Beaufort, South Carolina, a body politic, having its administrative offices at Post Office Drawer 1228, in the Town of Beaufort, County of Beaufort, state of South Carolina ("Purchaser").

WITNESSETH:

1. Real Property: The Seller agrees to sell and the Purchaser agrees to purchase certain real property located in Beaufort County, South Carolina, more particularly described as the Camp St. Mary property in the Okatie Section, Bluffton Township, Beaufort County, South Carolina, adjacent to the Okatie River and containing approximately 10.77 acres, more or less (the "Property").

This sale and conveyance of the Property shall be subject only to those applicable restrictions, covenants and easements recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina (the "RMC Office"). In addition, the Property will be subject to a use restriction to be included in the deed to the effect that the Property may be developed or used only for development of a passive recreation park.

2. Purchase Price: The Purchase Price is FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) DOLLARS ("Purchase Price"), due and payable via collected funds at Closing (as hereafter defined);

3. Future Funding. The Purchaser acknowledges that Seller has relied upon past annual funding and appropriations received from Purchaser for purposes of supporting the ongoing budgetary requirements of Seller's programs. Purchaser agrees not to take into consideration the net proceeds received by the Seller as a result of this transaction in evaluating requests for funding on an annual basis. The Purchaser recognizes the public service provided by Seller's programs and will make every effort to support and appropriate funds for Seller's future programs as it has in the past.

4. Conveyance of Property: The Seller shall convey, or cause to be conveyed, marketable title to the Property to Purchaser in fee simple by general warranty deed, free from encumbrances. If an owner's title commitment can be issued by an ALTA title insurance company, without any unusual or extraordinary exceptions, and with the standard exceptions for Mechanic's Liens, parties in possession, and survey, this shall constitute evidence of marketable title.

5. Title: Purchaser agrees to notify Seller in writing of any defects in title as soon as reasonably possible and in any event not later than thirty (30) days from the date of execution of this Contract by Seller. In case legal steps are necessary to perfect the title, such action must be taken by the Seller promptly at its own expense. Provided, however, should Seller not be able to perfect title prior to the Closing Date described in Paragraph 6 herein, Purchaser may choose to cancel the Contract or close this transaction with no adjustment to the Purchase Price.

6. Excluded Assets. All personalty, furniture, fixtures, appliances, and equipment, including but not limited to kitchen equipment affixed to the Property, shall remain the sole and exclusive property of Seller, and are expressly excluded from the transaction contemplated herein.

7. Closing Date: It is agreed by and between the parties hereto that the terms of this Contract shall be complied with and the closing of the Property shall take place at the offices of Purchaser within thirty days from the last date of execution of this Agreement, or at such other place and time as Seller and Purchaser shall agree upon ("Closing" or "Closing Date").

8. Prorations: All County taxes, assessments, applicable utility charges, and other applicable charges shall be prorated as of the Closing Date.

9. Closing Expenses: Purchaser shall be responsible for paying all of Seller's expenses relating to the Closing and the concurrent exercise of the Option to Purchase under the Lease and Option Agreement dated May 30, 1991 between the Dioceses of Charleston and Seller, including but not limited to the Deed Recording Fee as required by Section 12-24 of the Code of Laws of South Carolina 1976, as amended (formerly referred to as documentary stamps), reasonable attorney fees, and preparation of the deed. Purchaser shall be responsible for all financing costs, attorney fees in connection with the title examination, title insurance costs, any other fees for recording the deed, any loan documentation and for any Town/County transfer fees, if applicable.

10. Brokerage Fees: Purchaser and Seller represent and warrant to one another that there has been no real estate broker involved in this transaction. Each party indemnifies the other against any claim for commission from an agent or broker due to contact made by said party.

11. Default: Upon the failure by either party to comply with the terms hereof within the stipulated time, and after receipt of notice of said default with a ten (10) day right to cure, it is understood and agreed by and between the parties hereto that the non-defaulting party may at its option cancel the Contract and/or proceed with all other rights and remedies at law or in equity against the defaulting party.

12. Inspection: Purchaser is acquiring the property "as is". Purchaser or its agents shall have the privilege at any time during the existence of this Contract of going upon the Property to inspect, examine, survey, and to make test borings, soil boring tests, and any other tests which Purchaser may deem necessary, at Purchaser's expense; provided, however, that no grading shall be done and no trees shall be cut other than bushes necessary to clear for survey or testing purposes. Except for such clearing, Purchaser shall at Purchaser's expense, restore the

Property to its former condition in the event Purchaser does not acquire the Property. Moreover, Purchaser agrees to indemnify and hold Seller harmless for any damages, and any injury or death to persons occurring on the Property as a result of Purchaser's exercise of such inspection rights.

13. Indemnification. Seller shall have the exclusive right to use and access of the Property in accordance with the provisions of Paragraph 14. For so long as Seller remains on the Property, Purchaser agrees to maintain general liability and casualty coverage in commercially reasonable amounts relating to the swimming pool, the dock, and the Property in general, and shall hold Seller harmless against any loss, claims or liability (including reasonable attorney's fees) arising from the presence upon or use of the Property by anyone other than agents, licensees, invitees, and employees of Seller. Purchaser further acknowledges that a third party tenancy-at-will exists on the Property under terms and conditions as set forth by Letter Agreement dated March 18, 1995, and Purchaser agrees to be solely responsible for said tenant's continued presence on the Property, and to indemnify and hold Seller harmless for any claims or causes of action arising from the continuing occupancy and residence by said tenant. Seller shall indemnify and hold the Purchaser harmless from and against all losses, costs, claims and liabilities, (including reasonable attorney's fees) to the extent not otherwise covered by applicable insurance, arising from and directly attributable to Seller's agents, licensees, invitees and employees.

14. Use and Access:

a) There is presently contemplated Seller's continued use, enjoyment and access through and across the Property in accordance with the terms and conditions contained herein, which terms and conditions shall expressly survive the Closing, without cost or expense to Seller.

b) Purchaser and Seller shall execute and enter into at Closing a Lease Agreement in form and substance as attached hereto at Exhibit "A", whereby Seller shall be entitled to continue to use and occupy the Property for a term not to exceed five (5) years, for rental of \$1.00 per year. Under the terms of the lease agreement, Seller shall be responsible for routine maintenance and upkeep of those buildings which Seller chooses to use during the lease term, and Purchaser shall be responsible for costs and expenses of major repair. Purchaser further agrees that during the lease term, no other leases shall be entered into relating to the Property, and Seller shall have sole and exclusive use and enjoyment thereof.

c) Notwithstanding the foregoing, Purchaser shall be entitled during the lease term to the right of use and access to the Property for the purpose of general grounds maintenance and upkeep.

d) Purchaser shall be entitled to allow access to and use of the swimming pool located on the Property to its guests, licensees and invitees, after completion of the school year in June and continuing until classes re-convene in August, and at such other times as the parties may agree as contemplated at subparagraph 14(e) below, and provided,

however, that Purchaser shall maintain liability coverage on the Property in commercially reasonable amounts

e) Notwithstanding anything contained herein to the contrary, any use and access to the Property by Purchaser, or Purchaser's agents, employees, or licensees, for any permitted reason, including but not limited to construction activity, grounds and building maintenance (other than routine mowing and landscape maintenance), and general improvement of the Property, shall be scheduled only during times at which classes or related activities are not being held for the duration of the Lease Term, unless otherwise agreed to in writing by the director of the center not less than three (3) days prior to such scheduled activity. It is understood that mowing and landscape will be accomplished during normal business hours, but reasonable efforts will be made by the Purchaser to schedule such landscape maintenance at times so as not to interfere with the children's outdoor recreational time.

15. Purchaser's Conditions to Closing: Anything in this Contract to the contrary notwithstanding, the obligations of Purchaser to purchase the Property are expressly made subject to the following conditions:

- a) That as of the date of closing, the warranties and representations of Seller shall be true and accurate.
- b) That Purchaser be satisfied in its own judgment that notwithstanding the contractual requirements, the Property can be planned to accommodate a passive recreational park and be able to determine that no applicable restrictions or covenants, any governmental regulations or approvals, or the existence of wetland areas within the Property would prohibit the development of the Property for the purpose intended.
- c) The foregoing conditions are for the sole benefit of and may be waived by Purchaser by written notice to Seller, but if such conditions are not met and not waived by Purchaser on or before the date of closing, Purchaser may, at its option, prior to the closing, terminate this Contract and neither party hereto shall have any further rights, duties or obligations hereunder:

16. Seller's Conditions to Closing: Anything in this Contract to the contrary notwithstanding, the obligations of Seller to sell the Property are expressly made subject to the concurrent closing on the Seller's successful exercise of its option to purchase the Property under the terms and conditions of the Lease and Option Agreement between Seller and the Most Reverend David B. Thompson, Bishop of Charleston, The Diocese of Charleston, Charleston, South Carolina, dated the 30 day of May, 1991.

17. Assignment: This Contract may not be assigned by either party to any third party. Any attempt at assignment in violation of this provision shall be void as to Seller.

18. Notices. Any notice to Seller or Purchaser shall be in writing and shall be delivered to the address of the appropriate party stated above, or such other address as shall subsequently be provided by appropriate notice. Any written notice shall be deemed received on the second calendar day following the date of mailing if addressed and mailed by certified or registered mail, postage paid, to the addressee set forth above. Notice may also be given by using an express commercial courier and the time of receipt shall be the date of actual delivery.

19. Miscellaneous: The invalidity or unenforceability of any provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid and unenforceable provision were omitted. For the convenience of the parties hereto, duplicate originals of this Contract may be executed and each such original shall be deemed to be an original instrument. This Contract shall be governed and construed in accordance with the laws of the State of South Carolina. It is understood and agreed between the parties that this is a Contract for the sale of real estate and is in no way to be considered a joint venture between Seller and Purchaser. Titles of the paragraphs and subparagraphs included herein have been inserted as a matter of convenience for reference only and shall not affect the meaning or construction of any of the terms or provisions hereof. This Contract and all documents and instruments incorporated herein by specific reference are intended by the parties hereto to be the final expression of their agreement and constitute a complete and exclusive statement of the terms hereof notwithstanding any representations or statements to the contrary heretofore made. This Contract may not be amended, modified, altered or changed in any respect whatsoever, except by a further written agreement duly executed by the parties hereto. If either party is required to institute suit against the other party to enforce its rights under this Contract, and if such party obtains a valid judgment against the other party the non-prevailing party agrees to pay all reasonable costs, expenses and reasonable attorney's fees of the prevailing party attributable to the enforcement of this Contract. Time is of the essence in this Contract.

20. Publicity. Prior to the Closing, and thereafter for so long as Seller continues to remain on the Property under the terms of the lease agreement contemplated herein, and subject to applicable law, Purchaser shall not issue or cause the publication of any press release or other announcement with respect to this Agreement without the consent of the other party, which consent shall not be unreasonably withheld or delayed where such release or announcement is required by applicable law.

21. Offer/Acceptance: This Contract is executed by Purchaser as an offer on June 26, 1997. The offer is open for acceptance by Seller by the close of business on June 26, 1997.

22. Counterparts. This Agreement may be executed in counterparts which, when taken together as a whole, shall constitute the fully executed agreement.

IN WITNESS WHEREOF, the Purchaser hereto has caused this Contract to be duly executed as of the 26 day of June, 1997.

WITNESSES:

PURCHASER:

The County of Beaufort, South Carolina

Dorothy P. Crann

By: [Signature]

Stephanie Jigu Miley

My commission expires Aug 2, 2006

IN WITNESS WHEREOF, the Seller hereto has caused this Contract to be duly executed as of the 26 day of June, 1997.

WITNESSES:

SELLER:

Low Country Human Development Center,
Inc.

Dorothy P. Crann

By: Terrie H. Oliver

Stephanie Jigu Miley

My commission expires Aug 2, 2006

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into by and between the COUNTY OF BEAUFORT, South Carolina, a body politic, by Emmett McCracken, its chairperson, and having and address of Post Office Drawer 1228, Beaufort, South Carolina (hereafter "Landlord"), and LOW COUNTRY HUMAN DEVELOPMENT CENTER, INC., an IRC Section 501(c)(3) organization having and address of 119 Camp St. Mary Road, Okatie, SC 29910 (hereafter "Tenant").

WHEREAS, Tenant has sold to Landlord, and Landlord has purchased from Tenant, certain property commonly known as "Camp St. Mary", located in Beaufort County, South Carolina, and more particularly described below; and,

WHEREAS, as a material condition of the sale of the property to the Landlord, Landlord has agreed to lease to Tenant the property upon the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

1. Lease. Landlord hereby leases to Tenant and Tenant hereby leases and takes from Landlord, for the term, and upon the terms and conditions hereinafter set forth the certain real property described below (the "Property").
2. Property. The Property is that certain improved real estate located in Beaufort County, South Carolina, more particularly described on Exhibit "A" attached hereto and incorporated herein. The Property includes all appurtenances, buildings, appliances and fixtures presently located thereon.
3. Term. The term of this Lease shall be for five (5) years, commencing July 28, 1997, and terminating July 28, 2002, unless sooner terminated at the sole discretion of the Tenant (the "Lease Term").
4. Rent. The rental amount for the space shall be the sum of One and No/100 (\$1.00) Dollar per year, payable on the first day of each year, in advance, commencing January 1, 1998, and each and every month thereafter, through and including January 1, 2002.
5. Tenant's Occupancy and Use of the Leased Property. Tenant shall use and occupy the Property for the operation of the Low Country Human Development Center, also known as Okatie Academy, providing a variety of education, enrichment and support programs for pre-school children and teenage mothers in Beaufort and Jasper Counties, South Carolina, and for all

such uses as may be customarily incidental to same and for other compatible educational uses.

6. Landlord's Access to the Leased Property. Notwithstanding the foregoing:
 - a. Landlord shall be entitled during the Lease Term to the right of use and access to the Property for the purpose of general grounds maintenance and upkeep; mowing and landscape maintenance will be accomplished during normal business hours, and Landlord shall make reasonable efforts to schedule such landscape maintenance at times so as not to interfere with the children's outdoor recreational time;
 - b. Landlord shall be entitled to allow access to and use of the swimming pool located on the Property to its guests, licensees and invitees, after completion of the school year in June and continuing until classes reconvene in August, and at such other times as the parties may agree as contemplated in this Paragraph 6, and provided, however, that Landlord shall maintain liability coverage on the Property in commercially reasonable amounts.
 - c. Landlord agrees that during the Lease Term, no other leases shall be entered into relating to the Property, and Tenant shall have sole and exclusive use and enjoyment thereof.

Notwithstanding anything contained herein to the contrary, any use and access to the Property by Landlord, or Landlord's agents, employees, guests, invitees, or licensees, for any purpose whatsoever, including but not limited to construction activity, grounds and building maintenance (other than routine mowing and landscape maintenance), and general improvements of the Property, shall be scheduled only during times at which classes or related activities are not being held or conducted for the duration of the Lease Term, unless otherwise agreed to in writing by the director of the center not less than three (3) days prior to such scheduled activity.

7. Utilities. Landlord shall provide general grounds maintenance at no charge to Tenant. Tenant, at its own cost and expense, shall pay all water, sewer, telephone, janitorial, electricity, lights, gas, power and related charges incurred by Tenant in its use and occupancy of the Property.
8. Maintenance and Repair. Tenant shall be responsible for general maintenance and upkeep of those building which Tenant chooses to use during the Lease Term. The Landlord shall be responsible for costs and expenses relating to all structural maintenance and repairs (including, but not limited to, repair or replacement of heating and air conditioning

equipment) but shall not be responsible for other repairs, alterations, decorations and improvements.

9. Damage to Leased Premises. Tenant shall give Landlord notice of fire or other damage and of any dangerous or defective condition(s) on the Leased Property. If the Leased Property cannot be used because of fire or other damage, Landlord and Tenant shall mutually determine whether and which portion of the leased premises is unusable. Landlord shall only repair the damaged portion of the Leased Property. Landlord shall not be required to repair or replace any equipment, fixtures, furnishings or decorations, unless originally installed by the Landlord. Landlord shall not be responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems, or any other cause not fully under Landlord's control.
10. Eminent Domain. If the whole of the Leased property or such portion thereof as will render the Leased Property unusable for the purposes herein rented, be condemned by any legally constituted authority for any public use or purpose so that the Tenant cannot continue its operations on the Leased Property, then this Lease shall terminate and expire as of the date of such taking and thereupon Landlord and Tenant shall be relieved from any further obligations hereunder. In the event that only a part of the Leased Property is taken and Tenant is able to continue its operation hereunder, this Lease shall continue as to such part not so taken.
11. Indemnification. For so long as Tenant remains on the Leased Property, Landlord agrees to maintain general liability and casualty coverage in commercially reasonable amounts relating to the swimming pool, the dock, and the Leased Property in general, and shall hold Tenant harmless against any and all loss, claims or liability (including reasonable attorney's fees) arising from the presence upon or use of the Leased Property by anyone other than agents, licensees, invitees, and employees of Tenant. Landlord further acknowledges that at the time that the parties hereto have entered into this Lease, a third party tenancy-at-will exists on the Leased Property under terms and conditions as set forth by Letter agreement dated March 18, 1995, and Landlord agrees to be solely responsible for said tenant's continued presence on the Leased Property, and to indemnify and hold Tenant harmless for any claims or causes of action arising from the continuing occupancy and residence by said tenant. Tenant shall indemnify and hold Landlord harmless from and against all losses, costs, claims and liabilities, (including reasonable attorney's fees) to the extent not otherwise covered by applicable insurance, arising from and directly attributable to Tenant's agents, licensees, invitees and employees.

12. Notices. Any notice to Landlord or Tenant shall be in writing and shall be delivered to the address of the appropriate party stated above, or such other address as shall subsequently be provided by appropriate notice. Any written notice shall be deemed received on the second calendar day following the date of mailing if addressed and mailed by certified or registered mail, postage paid, to the addressee set forth above. Notice may also be given by using an express commercial courier and the time of receipt shall be the date of actual delivery

13. Miscellaneous.

- a. No Partnership. Landlord does not in any way or for any purpose become a partner of Tenant in the conduct of its operations.
- b. Rights Cumulative. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative, but not restrictive to those given by law.
- c. No Waiver. No failure of either party to exercise any power given hereunder or to insist upon absolute and strict compliance by the other party with its obligations hereunder shall constitute a waiver of said party's right to demand exact compliance with the terms hereof.
- d. Binding Effect. This Lease shall be binding upon the parties hereto, and their respective heirs, representatives, successors and assigns.
- e. Titles and Paragraph Headings. The titles and paragraph headings used herein are for purposes of convenience only and are not to be considered substantive in matters of construction.
- f. Entire Agreement. This Lease contains the entire agreement between Landlord and Tenant relating to the Leased Property, and shall control in the event of inconsistency between terms contained herein, and those terms contained in the Purchase Agreement expressly intended to survive the closing thereof.
- g. Separability Clause. Should any provision of this Lease be void or become unenforceable at law or in equity, the remaining provisions hereof shall remain in full force and effect.
- h. Governing Law. This Lease shall be governed by the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals
the day and year first above written.

WITNESSES:

Charlotta A Byrne
Bernadene A Giles

LANDLORD:

The County of Beaufort, South
Carolina

By: [Signature]

Attest: [Signature]

TENANT:

LOW COUNTRY HUMAN
DEVELOPMENT CENTER, INC.

By: _____

Attest: _____

IN WITNESS WHEREOF, the parties hereto have set their hands and seals
the day and year first above written.

WITNESSES:

Patricia Payor

LANDLORD:

The County of Beaufort, South
Carolina

By: _____

Attest: _____

TENANT:

LOW COUNTRY HUMAN
DEVELOPMENT CENTER, INC.

By: Terrie H. Oliver,

Attest: Chairman

EXHIBIT "A"

All that certain piece, parcel or tract of land lying and being in Beaufort County, South Carolina, generally known and described as the Camp St. Mary's Tract and also known as Lot Nos. 1, 2, 3, 4, 5, 6, and 7 as shown on a map of a subdivision of the Bonnie Doon Plantation made by W.R. Mew for Henry C. Walthour dated November, 1924, which plat is on file in the RMC Office for Beaufort County in Plat Book 3, at Page 18. The property intended to be described herein was conveyed to Emmet M. Walsh, Bishop of Charleston, a corporation sole, by deeds dated march 15, 1935, and recorded March 18, 1935, in Deed Book 48 at Page 273 (a portion of Lot 1 and Lots 2 and 3).

The property described above is further described as follows:

All that certain piece, parcel or tract of land lying and being in Beaufort County, south Carolina, being shown and depicted as "Camp St. Mary's Property" being a portion of Lot 1 and all of Lots 2 through 7 Bonnie Doon Plantation, Bluffton Tax Map 9, Parcel 3, by Divid S. Youmans, R.L.S. #9765, said plat being dated January 10, 1991, and recorded in the RMC Office for Beaufort County, South Carolina, in Plat Book 40 at page 74, said property having and containing 10.77 acres, more or less. For further reference as to the courses and distances, metes and bounds of the above mentioned property, reference is made to the aforementioned plat of record.