

AN ORDINANCE TO PROVIDE FOR THE DISPOSITION BY SALE OF PROPERTY
LOCATED AT 349 COLUMBIA AVENUE, ROCK HILL, SOUTH CAROLINA BY THE
CITY OF ROCK HILL TO WINTHROP UNIVERSITY

BE IT ORDAINED by the Governing Body of the City of Rock Hill,
in Council assembled:

SECTION 1. That this Ordinance is being adopted in order to effect proper compliance with the provisions of the Home Rule Act of 1975, now South Carolina Code of Laws for 1976, Section 5-7-30, Section 5-7-40 and Section 5-7-260, and Section 2-48 and Section 2-96 of the Code of the City of Rock Hill.

SECTION 2. That the City of Rock Hill, South Carolina, is the owner of property containing approximately 12.38 acres, located at 349 Columbia Avenue in the City of Rock Hill, York County, South Carolina and known as the "Operation Center"; that Winthrop University has agreed to purchase from the City of Rock Hill such tract for a purchase price of Two Million Six Hundred Seventy Thousand Dollars (\$2,670,000.00), along with other important terms as set forth below.

SECTION 3. That sale of the above mentioned tract to Winthrop University for the consideration set forth above, all as is more fully set forth in a Purchase, Sale and Leaseback Agreement, a copy of which is attached hereto and incorporated herein, is hereby approved, authorized, directed, ratified and confirmed in all

respects. City Council hereby authorizes the City Manager to make changes to the Purchase, Sale and Leaseback Agreement in order to effect the wishes of City Council, so long as the interests of the City are not impaired.

SECTION 4. That all ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 5. That this Ordinance shall be and become finally binding immediately after same shall have received first and final readings, given in manner required by law.

DONE AND RATIFIED in Council assembled on this the ____ day of _____, 2010.

A. Douglas Echols, Jr., Mayor

Susie B. Hinton, Mayor Pro Tempore

John A. Black, III, Councilmember

Kathy S. Pender, Councilmember

James C. Reno, Jr., Councilmember

Osbey Roddey, Councilmember

ATTEST:

Kevin H. Sutton, Councilmember

David B. Vehaun
Municipal Clerk

PURCHASE, SALE AND LEASEBACK AGREEMENT

THIS PURCHASE, SALE AND LEASEBACK AGREEMENT (this “Agreement”) is effective upon the date of the South Carolina Budget and Control Board’s approval of this Agreement (the “Effective Date”), by and between **CITY OF ROCK HILL, S.C.**, a South Carolina municipal corporation, with an address of 155 Johnston Street, Rock Hill, South Carolina 29731-1706, Attention: City Manager, Telephone: (803) 329-7090, Facsimile: (803) 329-7007 (“City”), and **WINTHROP UNIVERSITY**, a non-profit corporation and public university organized under the laws of the State of South Carolina, with an address of 701 Oakland Avenue, South Carolina 29730 (“Winthrop”) (City and Winthrop may be referred to in this Agreement individually as a “Party” and collectively as the “Parties”).

FOR AND IN CONSIDERATION OF the mutual agreements and undertakings herein set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, City agrees to sell and convey to Winthrop and Winthrop agrees to purchase from City the Operations Center described in Section 1(a) herein on the terms and conditions hereinafter set forth; and Winthrop agrees to sell and convey to City and City agrees to purchase from Winthrop the Cherry Road Property described in Section 1(b) herein on the terms and conditions hereinafter set forth.

1. Property.

(a) Operations Center. City agrees to sell, and Winthrop agrees to buy, the land and structures (except as otherwise specified herein) located at 349 Columbia Avenue in the City of Rock Hill, York County, South Carolina, containing approximately 12.38 gross acres, being a part of tax parcel numbers 598-03-01-002, 598-03-01-004, and 598-05-01-013 and known as the “Operations Center” of the City of Rock Hill’s Utility Department (the “Operations Center”). The Operations Center is described more specifically on Exhibit A attached hereto and incorporated by this reference.

(b) Cherry Road Property. Winthrop agrees to sell, and City agrees to buy, approximately 8.27 acres including the land and structures (except as otherwise specified herein) located adjacent to Cherry Road in the City of Rock Hill, York County, South Carolina, and more specifically described as Tract A and Tract B on Exhibit B attached hereto and incorporated by this reference (the “Cherry Road Property”).

2. Retention of Certain Fixtures and Property. The Parties agree and acknowledge that the City shall retain ownership of: (i) non-real estate fixtures on the Operations Center (“Personal Property”); (ii) the 450 k/w generator with day tank as well as all associated appurtenances, switches, and equipment (“Generator”); and (iii) the antenna which measures in excess of 100 feet (“Antenna”). Winthrop acknowledges and agrees that neither the Personal Property, the Generator nor the Antenna are being sold to Winthrop; that City shall retain full ownership rights of the Personal Property, the Generator and Antenna; and that either during or after expiration of the Lease (defined below) the City shall have the right, but not the obligation, to remove the Personal Property, the Generator and Antenna from the Operations Center.

3. Operations Center Purchase Price; Closing Costs.

(a) Purchase Price for Operations Center. The purchase price for the Operations Center is \$2,670,000 (the “Operations Center Purchase Price”). Winthrop shall pay the Operations Center Purchase Price to City in cash or by other immediately available funds at the Operations Center Closing (defined in Section 6 below).

(b) Closing Costs; Taxes. City shall pay the cost of preparation of the Operations Center Deed (defined in Section 6 below), the brokerage commission due any broker hired by the City and described in Section 14 of this Agreement, and the fees of City's attorney. Winthrop shall pay all other closing costs, including, without limitation, the costs of having title to the Operations Center examined and obtaining title insurance, the costs of Winthrop's Inspections (defined in Section 7 below), and the fees of Winthrop's attorney. The Parties do not believe that transfer fees will be due upon the Operations Center Closing. In the event that transfer fees are due and payable upon the Operations Center Closing, the fees will be paid as is usual and customary for real estate closings in South Carolina.

4. Cherry Road Property Purchase Price; Closing Costs.

(a) Purchase Price for Cherry Road Property. The purchase price for the Cherry Road Property is \$500,000 (the "Cherry Road Purchase Price"). City shall pay the Cherry Road Purchase Price to Winthrop in cash or by other immediately available funds at the Cherry Road Closing (defined in Section 5 below).

(b) Closing Costs; Taxes. Winthrop shall pay the cost of preparation of the Cherry Road Deed (defined in Section 6 below), the brokerage commission due any broker hired by Winthrop and described in Section 14 of this Agreement, and the fees of Winthrop's attorney. City shall pay all other closing costs, including, without limitation, the costs of having title to the Cherry Road Property examined and obtaining title insurance, the costs of City's Inspections (defined in Section 8 below), and the fees of City's attorney. The Parties do not believe that transfer fees will be due upon the Cherry Road Closing. In the event that transfer fees are due and payable upon the Cherry Road Closing, the fees will be paid as is usual and customary for real estate closings in South Carolina.

5. Closing.

(a) Operations Center. The closing ("Operations Center Closing") of the purchase and sale of the Operations Center shall occur no later than 10 days after the end of the Operations Center Inspection Period, at a time and location in York County, South Carolina, mutually acceptable to City and Winthrop that is the same time as the Cherry Road Closing.

(b) Cherry Road Property. The closing ("Cherry Road Closing") of the purchase and sale of the Cherry Road Property shall occur no later than 10 days after the end of the Cherry Road Inspection Period, at a time and location in York County, South Carolina, mutually acceptable to City and Winthrop that is at the same time as the Operations Center Closing.

6. Delivery of Deed; Closing Documents.

(a) Operations Center. At the Operations Center Closing, City shall deliver a limited warranty deed ("Operations Center Deed") to Winthrop including provisions detailed in Paragraph 10 of this Agreement, conveying fee simple title to the Operations Center to Winthrop free and clear of all liens, but subject to utility easements, rights-of-way for roads and streets, and other easements, restrictions, covenants, and other matters of record or apparent upon a reasonable inspection of the Operations Center. At the Operations Center Closing, City shall also deliver the following closing documents to Winthrop: (a) an I-295 South Carolina non-resident withholding tax affidavit; (b) a FIRPTA certificate; (c) a standard title insurance owner's affidavit required by Winthrop's title insurance company (but deleting any indemnification language contained in any such affidavit); and (d) a copy of the City ordinance approving the provisions contemplated by this Agreement.

(b) Cherry Road Property. At the Cherry Road Closing, Winthrop shall deliver a limited warranty deed ("Cherry Road Deed") to City, conveying fee simple title to the Cherry Road Property to City free and clear of all liens, but subject to utility easements, rights-of-way for roads and streets, and

other easements, restrictions, covenants, and other matters of record or apparent upon a reasonable inspection of the Cherry Road Property. The Cherry Road Deed shall also contain a restriction that requires the Cherry Road Property to retain its residential zoning for 43 years from the date of execution of the Cherry Road Deed. At the Cherry Road Closing, Winthrop shall also deliver the following closing documents to City: (a) an I-295 South Carolina non-resident withholding tax affidavit; (b) a FIRPTA certificate; (c) a standard title insurance owner's affidavit required by City's title insurance company (but deleting any indemnification language contained in any such affidavit); and (d) a copy of the approval by the South Carolina Budget and Control Board approving the provisions contemplated by this Agreement.

7. Operations Center Inspection Period.

(a) Duration. Winthrop shall have an initial inspection period beginning on the Effective Date and continuing until 5:00 p.m. on the date that is 90 (ninety) days thereafter (the "Operations Center Inspection Period"). During the Operations Center Inspection Period, Winthrop shall have the right to enter the Operations Center to perform, at its sole cost and expense, such inspections and tests (collectively, the "Operations Center Inspections") as Winthrop deems necessary; provided, however, none of the Operations Center Inspections shall include invasive testing or result in any material change (i.e., removal of trees or brush, boring of holes, etc.) to the Operations Center unless Winthrop first obtains City's prior written consent. Furthermore, during the Operations Center Inspection Period, Winthrop shall also have the right to have title to the Operations Center examined. City shall have no obligation to cure any title defects.

(b) Termination Rights. If Winthrop, in its sole discretion, determines the Operations Center is unacceptable for any reason, or if the results of Winthrop's title examination reveal any matter which materially affects the marketability of title to the Operations Center, Winthrop may terminate this Agreement by delivering written notice of termination to City prior to the end of the Operations Center Inspection Period.

(c) City Documents. No later than five business days after the Effective Date, City agrees to deliver to Winthrop copies of all surveys, approved plats, engineering studies (i.e., soils and environmental reports), and title policies in City's possession relating to the Operations Center (collectively, "City Documents"). If Winthrop terminates this Agreement in accordance with this section 7, Winthrop shall immediately return all City Documents to City. Winthrop acknowledges that City makes no representation or warranty as to the accuracy of any of the City Documents. Furthermore, within five days after such termination, as a covenant which shall survive termination of this Agreement, Winthrop shall also deliver to City copies of all due diligence materials obtained by Winthrop with respect to the Operations Center, including, without limitation, inspections, title insurance commitments or title reports, surveys, plats, drawings, renderings, blueprints, site plans, and environmental or soils reports. Winthrop's obligations under this section will survive termination of this Agreement.

8. Cherry Road Property Inspections Period.

(a) Duration. City shall have an initial inspection period beginning on the Effective Date and continuing until 5:00 p.m. on the date that is 90 (ninety) days thereafter (the "Cherry Road Inspection Period"). During the Cherry Road Inspection Period, City shall have the right to enter the Cherry Road Property to perform, at its sole cost and expense, such inspections and tests (collectively, the "Cherry Road Inspections") as City deems necessary; provided, however, none of the Cherry Road Inspections shall include invasive testing or result in any material change (i.e., removal of trees or brush, boring of holes, etc.) to the Cherry Road Property unless City first obtains Winthrop's prior written consent. Furthermore, during the Cherry Road Inspection Period, City shall also have the right to have title to the Cherry Road Property examined. Winthrop shall have no obligation to cure any title defects.

(b) City Approval. City must obtain approval from the City Council of the City of Rock Hill in order to enter into this Agreement. This approval must be obtained prior to execution of this

Agreement.

(c) Termination Rights. If City, in its sole discretion, determines the Cherry Road Property is unacceptable for any reason, or if the results of City's title examination reveal any matter which materially affects the marketability of title to the Cherry Road Property, City may terminate this Agreement by delivering written notice of termination to Winthrop prior to the end of the Cherry Road Inspection Period.

(d) Winthrop Documents. No later than five business days after the Effective Date, Winthrop agrees to deliver to City copies of all surveys, approved plats, engineering studies (i.e., soils and environmental reports), and title policies in Winthrop's possession relating to the Cherry Road Property (collectively, "Winthrop Documents"). If City terminates this Agreement in accordance with this section 8, City shall immediately return all Winthrop Documents to Winthrop. City acknowledges that Winthrop makes no representation or warranty as to the accuracy of any of the Winthrop Documents. Furthermore, within five days after such termination, as a covenant which shall survive termination of this Agreement, City shall also deliver to Winthrop copies of all due diligence materials obtained by City with respect to the Cherry Road Property, including, without limitation, inspections, title insurance commitments or title reports, surveys, plats, drawings, renderings, blueprints, site plans, and environmental or soils reports. City's obligations under this section will survive termination of this Agreement.

9. Environmental Conditions; "As-Is" Sale; No Representations by Seller.

(a) Operations Center. City performed a Phase I Environmental Site Assessment on the Operations Center on March 2, 2010 which is hereby incorporated into this Agreement by reference. The City agrees to perform the environmental remediation and cleanup work recommended in the Phase 1 Environmental Site Assessment on the Operations Center on March 2, 2010 ("Remediation Work"). Aside from the Remediation Work, at Operations Center Closing, Winthrop shall be deemed to have accepted the Operations Center "AS-IS" in its existing condition. Winthrop acknowledges that it is relying solely upon the results of the Operations Center Inspections to satisfy itself as to the condition of the Operations Center and the Operations Center's suitability for development, and that City makes no representations or warranties with respect thereto. In particular, Winthrop agrees and acknowledges that neither City nor any person or party on behalf of City has made any representation, warranty or covenant (express or implied) of any nature whatsoever, other than as to the Remediation Work, upon which Winthrop has relied in entering into this Agreement or upon which Winthrop shall rely in consummating the transaction contemplated by this Agreement, including, without limitation, as to the Operations Center's suitability for development or the compliance of the Operations Center with any federal, state, or local statutes, laws, rules, regulations or ordinances, including those pertaining to construction, building and health codes, land use (or permits issued in connection therewith) or zoning or environmental matters, including whether there are any adverse environmental conditions on the Operations Center or whether any conditions on the Cherry Road Property violate any environmental rules or regulations of any kind whatsoever..

(b) Cherry Road Property. At Closing, City shall be deemed to have accepted the Cherry Road Property "AS-IS" in its existing condition. City acknowledges that it is relying solely upon the results of the Cherry Road Inspections to satisfy itself as to the condition of the Cherry Road Property and the Cherry Road Property's suitability for development, and that Winthrop makes no representations or warranties with respect thereto. In particular, City agrees and acknowledges that neither Winthrop nor any person or party on behalf of Winthrop has made any representation, warranty or covenant (express or implied) of any nature whatsoever upon which City has relied in entering into this Agreement or upon which City shall rely in consummating the transaction contemplated by this Agreement, including, without limitation, as to the Cherry Road Property's suitability for development or the compliance of the Cherry Road Property with any federal, state, or local statutes, laws, rules, regulations or ordinances,

including those pertaining to construction, building and health codes, land use (or permits issued in connection therewith), zoning, or environmental matters, including whether there are any adverse environmental conditions on the Cherry Road Property or whether any conditions on the Cherry Road Property violate any environmental rules or regulations of any kind whatsoever.

10. **Operations Center Reversionary Clause.** Winthrop promises, warrants and acknowledges that Winthrop, any tax exempt entity affiliated with Winthrop (“Affiliated Entity”), and Winthrop’s successors and assigns must refrain from purchasing the building and property currently known as “University Place” for the life of any and all tax increment finance bonds for which University Place is included (“Prohibited Period”). If Winthrop, its successors and assigns or any Affiliated Entity purchases University Place during the Prohibited Period and University Place is no longer taxable for real property and/or personal property, Winthrop, its successors and assigns must sell the Operations Center to City for \$1, free and clear of any and all liens and encumbrances. Winthrop and City acknowledge and agree that this paragraph shall survive closing and shall bind Winthrop, any Affiliated Entity and its successors and assigns. City and Winthrop agree that the Limited Warranty Deed conveying the Operations Center from City to Winthrop shall include the language or similar language described in this Paragraph. This Paragraph shall survive closing and shall continue to be binding on the Parties.

11. **Leaseback Provisions.** Winthrop agrees to lease back the Operations Center to City immediately after the Operations Center Closing as set forth in the terms and conditions of Exhibit C (“Lease”). This Paragraph and the terms and conditions of Exhibit C shall survive closing and shall be binding on the Parties. The Parties execution of this Agreement shall bind the Parties as to all terms and conditions of the Lease as set forth on Exhibit C.

12. **South Carolina Budget and Control Board Approval; Execution of the Agreement.** Winthrop must obtain the South Carolina Budget and Control Board’s approval of all terms and conditions of this Agreement. The Effective Date of this Agreement is the date the South Carolina Budget and Control Board approves this Agreement. Winthrop must notify the City, in writing, within 24 hours of the South Carolina Budget and Control Board’s approval of this Agreement. If Winthrop fails to obtain approval for this Agreement from the South Carolina Budget and Control Board, this Agreement shall automatically be null and void and the Parties shall have no further rights or obligations under this Agreement. Upon approval by the Rock Hill City Council, the City shall execute this Agreement. Within thirty days of such execution, Winthrop must also execute this Agreement. Winthrop’s failure to execute this Agreement within 30 days of City’s execution shall render this Agreement null and void.

13. **Condemnation.**

(a) **Operations Center.** If any material portion of the Operations Center is taken by condemnation, eminent domain or other governmental acquisition proceedings (collectively, “Operations Center Taking”) prior to Operations Center Closing, then either Party may, within 15 days of the date such Party obtained knowledge of the Operations Center Taking, terminate this Agreement, and City and Winthrop shall have no further rights or obligations hereunder, except as otherwise provided herein. If neither Party terminates this Agreement within such 15 day period, the Parties agree to reduce the Operations Center Purchase Price by an amount equivalent to the condemnation proceeds or other award received by City on account of such Operations Center Taking, less any amount expended by City in connection with any governmental or judicial proceedings pertaining to such Operations Center Taking.

(b) **Cherry Road Property.** If any material portion of the Cherry Road Property is taken by condemnation, eminent domain or other governmental acquisition proceedings (collectively, “Cherry Road Taking”) prior to Cherry Road Closing, then either Party may, within 15 days of the date such Party obtained knowledge of the Cherry Road Taking, terminate this Agreement and City and Winthrop shall have no further rights or obligations hereunder, except as otherwise provided herein. If neither Party terminates this Agreement within such 15 day period, the Parties agree to reduce the Cherry Road Purchase Price by an amount equivalent to the condemnation proceeds or other award received by

Winthrop on account of such Cherry Road Taking, less any amount expended by Winthrop in connection with any governmental or judicial proceedings pertaining to such Cherry Road Taking.

14. **Brokerage.** Winthrop and City represent and warrant to the other that neither Party has dealt with any broker in connection with this Agreement. Furthermore, the Parties agree that if either Party engages a broker related to this Agreement, that Party shall be solely responsible for all commissions and costs due and owing such broker. If the sale of the Operations Center and/or Cherry Road Property closes and either Party has engaged a broker, such Party shall pay a commission to broker at Closing pursuant to a separate agreement.

15. **Notices.** All notices, requests, demands or other communications given hereunder shall be delivered to the addresses aforementioned either (a) by hand, (b) by certified United States Mail, return receipt requested, (c) by facsimile with confirmation of receipt, or (d) by commercial overnight delivery service, in any event with postage, fees and delivery charges prepaid. Such notice shall be deemed to have been delivered on the earliest of the following: (i) the day that delivery is attempted by any means and refused or returned; (ii) the day mailed by commercial overnight delivery service or United States mail; or (iii) the date of delivery as set forth on the facsimile confirmation, the return receipt or affidavit of service. All notices shall be mailed or delivered to the Parties at their respective addresses set forth on the first page of this Agreement.

Each Party may change the address to which notice is to be delivered to it by notifying the other Party of the new address in the manner provided herein for giving notice, and each such change of address shall be effective 15 days after such notice of change is given. Notices may be given to or on behalf of the Parties by their respective attorneys.

16. **Default; Remedies.**

(a) If City fails to perform any term of this Agreement and does not cure such failure to perform within 10 days after receipt of written notice from Winthrop, City shall be deemed in default under this Agreement, and Winthrop shall have all rights and remedies available at law or in equity.

(b) If Winthrop fails to perform any term of this Agreement and does not cure such failure to perform within 10 days after receipt of written notice from City, Winthrop shall be deemed in default under this Agreement, and City shall have all rights and remedies available at law or in equity.

(c) The prevailing party in a lawsuit shall have the right to collect its reasonable attorneys' fees and court costs incurred in enforcing or interpreting this Agreement.

17. **Acknowledgements by Winthrop.**

(a) Except as expressly provided in this Agreement, City makes no representations or warranties whatsoever with respect to the Operations Center, and is under no obligation whatsoever to advise Winthrop as to whether the Operations Center is appropriate for Winthrop's purposes. Other than performing the Remediation Work, City is not under any obligation whatsoever to perform or to suggest any tests, examinations or inspections with regards to the Operations Center, including without limitation any environmental or soil testing, surveys, title examination, pest inspections or inspections to determine the condition of any improvements on the Operations Center or the suitability of the Operations Center for development. Winthrop is solely responsible for deciding which examinations and tests are necessary to determine the suitability of the Operations Center, for causing such tests and examinations to be performed, for interpreting the results of such tests and examinations, and for performing any and all necessary environmental cleanup or remediation after closing, other than the Remediation Work.

(b) City is not under any obligation to discover any conditions which may render the Operations Center unsuitable for Winthrop's purposes, including, without limitation any title defects,

zoning or land use regulations, easements, rights of way, floodplains, soil conditions or wetlands.

18. **Acknowledgements by City.**

(a) Except as expressly provided in this Agreement, Winthrop makes no representations or warranties whatsoever with respect to the Cherry Road Property, and is under no obligation whatsoever to advise City as to whether the Cherry Road Property is appropriate for City's purposes. Winthrop is not under any obligation whatsoever to perform or to suggest any tests, examinations or inspections with regards to the Cherry Road Property, including without limitation any environmental or soil testing, surveys, title examination, pest inspections or inspections to determine the condition of any improvements on the Cherry Road Property or the suitability of the Cherry Road Property for development. City is solely responsible for deciding which examinations and tests are necessary to determine the suitability of the Cherry Road Property, for causing such tests and examinations to be performed, for interpreting the results of such tests and examinations, and for performing any and all necessary environmental cleanup or remediation after closing.

(b) Winthrop is not under any obligation to discover any conditions which may render the Cherry Road Property unsuitable for City's purposes, including, without limitation any title defects, zoning or land use regulations, easements, rights of way, floodplains, soil conditions or wetlands.

19. **Miscellaneous.**

(a) Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party. Any permitted assignment hereunder shall not relieve that Party from liability with respect to any breach of this Agreement by that Party or its assignee.

(b) Time is of the Essence. Time is of the essence to all of the terms of this Agreement.

(c) Modification. No modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the Parties.

(d) Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of South Carolina. The Parties consent to the jurisdiction of the courts of York County, South Carolina for resolution of any dispute under this Agreement.

(e) Severability. If any section or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid or waived through non-enforcement, this Agreement shall be otherwise unaffected by such determination and all of the provisions of this Agreement shall otherwise remain in full force and effect as though such section or provision or any part thereof so adjudicated to be invalid or waived through non-enforcement had not been adjudicated at all. In the event of any such invalidity, City and Winthrop shall promptly negotiate in good faith valid new provisions to restore this Agreement to its original intent and effect. If either City or Winthrop decides not to enforce a provision of this Agreement, such decision in favor of non-enforcement shall not constitute a complete and full waiver of the right of the non-enforcing party in the future to enforce that provision in the event of any subsequent breach or failure to comply in full with that provision of the Agreement.

(f) Captions. Paragraphs, titles, headings and captions contained in this Agreement are inserted only for convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.

(g) Merger. This Agreement expresses the entire agreement between the Parties. All other agreements, oral or written, are merged herein.

(h) Interpretation. Winthrop and City have the intent, capacity and authority to execute and enter into this Agreement, have carefully reviewed this Agreement, have had an opportunity to review and discuss the terms with counsel, and agree to each and every term willfully and voluntarily. Wherever appropriate, all words herein in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular. Winthrop and City agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of any provision hereof.

(i) Binding Effect; Counterparts. This Agreement shall be binding upon, and inure to the benefit of, City and Winthrop, and their respective permitted successors and assigns, as may be applicable. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one instrument. Facsimile signatures shall be deemed originals.

(j) Survival. The terms and provisions of this Agreement shall survive the Operations Center Closing and the Cherry Road Closing.

IN WITNESS WHEREOF, Winthrop and City, by and through their respective duly-authorized undersigned officers, have executed and delivered this Agreement as of the Effective Date.

[SIGNATURE PAGE ATTACHED HERETO]

CITY OF ROCK HILL, S.C.

By: _____ (Seal)

Name: _____

Title: _____

Date: _____, 2010

WINTHROP UNIVERSITY

By: _____ (Seal)

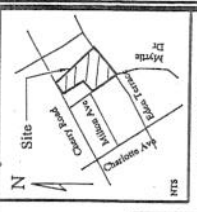
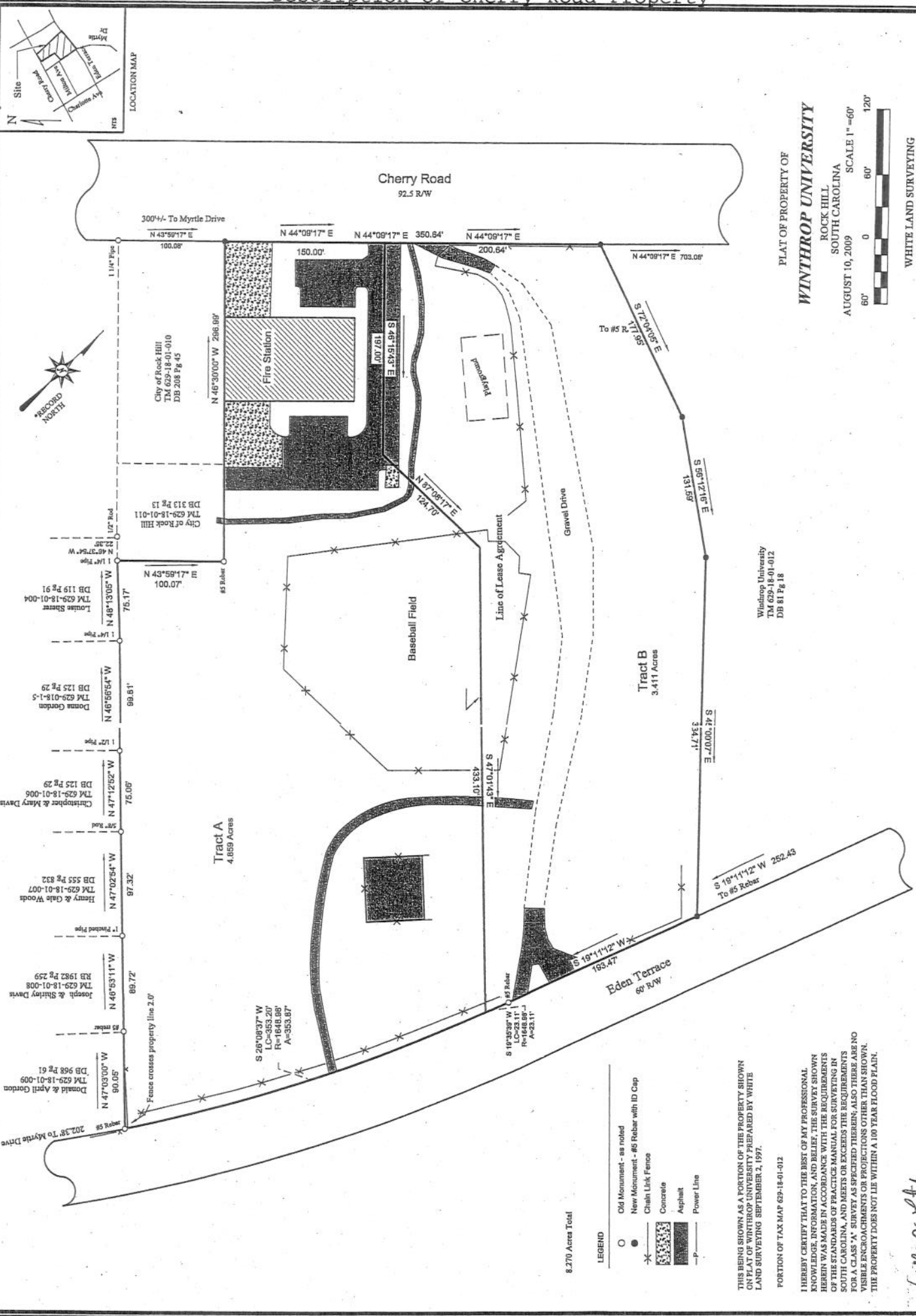
Name: _____

Title: _____

Date: _____, 2010

Description of Cherry Road Property

Exhibit B



8.270 Acres Total

- LEGEND**
- Old Monument - as noted
 - New Monument - #6 Rebar with ID Cap
 - Chain Link Fence
 - Concrete
 - Asphalt
 - Power Line

THIS BEING SHOWN AS A PORTION OF THE PROPERTY SHOWN ON THE SURVEY MAP PREPARED BY WHITE LAND SURVEYING SEPTEMBER 2, 1997.

PORTION OF TAX MAP 629-18-01-012

I HEREBY CERTIFY THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CAROLINA SURVEYING AND MAPPING ACT FOR SURVEYING IN THIS STATE. NO MEASUREMENTS OR PROJECTIONS OTHER THAN THOSE FOR A CLASS 'A' SURVEY AS SPECIFIED THEREIN, ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN. THE PROPERTY DOES NOT LIE WITHIN A 100 YEAR FLOOD PLAIN.

William C. White Jr.
 WILLIAM C. WHITE JR. P.L.S. #11077

PLAT OF PROPERTY OF
WINTHROP UNIVERSITY
 ROCK HILL
 SOUTH CAROLINA
 AUGUST 10, 2009
 SCALE 1" = 60'

WHITE LAND SURVEYING
 P.O. BOX 685
 411 E. BLACK STREET
 ROCK HILL, S.C. 29759
 803-327-2528

Job: Field Book 61\Winthrop.sv

EXHIBIT C

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of the date of the Operations Center Closing as detailed in the attached Purchase and Sale Agreement ("Effective Date"), by and between **Winthrop University**, a South Carolina non-profit corporation and public university of the state of South Carolina ("Lessor"), with an address of 701 Oakland Avenue, Rock Hill, South Carolina 29730, and **City of Rock Hill, South Carolina**, a South Carolina political subdivision ("Lessee"), with an address of 155 Johnston Street, Rock Hill, South Carolina 29731-1706, Attention: City Manager, Telephone: (803) 329-7090, Facsimile: (803) 329-7007. (Lessor and Lessee may be referred to in this Agreement individually as a "Party" and collectively as the "Parties").

Statement of Purpose

Lessor owns the land and building located at 349 Columbia Avenue in the City of Rock Hill, York County, South Carolina, containing approximately 12.38 gross acres, being a part of tax parcel numbers 598-03-01-002, 598-03-01-004, and 598-05-01-013 (the "Property"). Lessee desires to lease the Property from Lessor. Lessor and Lessee have agreed to execute this Lease to memorialize the parties' respective rights and obligations.

NOW, THEREFORE, for and in consideration of the foregoing recitals, which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. **Lease of Premises.** Lessor hereby leases and rents to Lessee, and Lessee hereby accepts and leases from Lessor, the Property, in its AS-IS condition.
2. **Term.** The term of this Lease shall begin immediately on the Effective Date and continue until December 31, 2011 (the "Term").
3. **Rent.** Lessee shall pay rent ("Rent") to Lessor of \$1 for the entire Term of the Lease.
4. **Maintenance; Utilities.** Lessee shall, at its sole cost and responsibility, maintain the Property for the Term of the Lease. Lessee shall pay for all telephone, cable, electricity, water and sewer utility service to the Property during the Term of the Lease.
5. **Use of Property; Rules and Regulations.** Lessee shall have, and Lessor hereby grants Lessee the following rights: (i) to operate and use the Property as the City of Rock Hill's operations center in the same or similar way for which it was previously used prior to transfer of title to Lessor; (ii) to temporarily close all or any portion of the Property for any reason; (iii) to prohibit parking or passage of vehicles that do not belong to Lessee; and (iv) to adopt and modify reasonable rules and regulations governing the use of the Property by Lessor and third parties, which rules and regulations shall become binding upon Lessor immediately upon delivery of a copy thereof to Lessor.
6. **Fuel Station; Underground Storage Tank; Decommissioning.** The Property contains a fuel station and underground storage tank which the Lessee desires to use during the Term of this Lease. Upon expiration of this Lease, Lessee shall have the fuel station and underground storage tank decommissioned pursuant to South Carolina Department of Health and Environmental Control guidelines.
7. **Environmental.** The Lessee performed a Phase 1 Environmental Assessment on the Property dated March 2, 2010 ("Previous Assessment"). Upon expiration of the Term of the Lease, the Lessee shall have an additional Phase 1 Environmental Site Assessment ("Assessment") performed on the Property. Both Lessor and Lessee shall jointly determine which company shall be hired to perform the Assessment. Lessee shall be responsible for the costs associated with the Assessment. Following completion of the Assessment, Lessee agrees to remediate any conditions on the Property discovered in

the Assessment so long as such matters and conditions began to occur on the Property after the date of the Previous Assessment and had not previously occurred on the Property prior to the Previous Assessment.

8. **Generator; Antenna; Personal Property.** The Parties agree that pursuant to previous Agreements, City maintains ownership of: (i) non-real estate fixtures on the Property (Personal Property); (ii) the 450 k/w generator with day tank as well as all associated appurtenances, switches, and equipment (“Generator”); and (iii) the antenna which measures in excess of 100 feet (“Antenna”). Lessor acknowledges and agrees that neither the Personal Property, the Generator nor the Antenna are the property of Lessor; that Lessee retains full ownership rights of the Personal Property, the Generator and Antenna; and that either during or after expiration of this Lease, the Lessee shall have the right, but not the obligation, to remove the Personal Property, the Generator and Antenna from the Operations Center.

9. **Casualty; Condemnation.** Lessee shall be obligated to keep the Property insured for the Term of the Lease by maintaining property casualty insurance. If the Property, or any part of the Property, is destroyed or damaged by fire or other casualty, Lessee shall either: (i) repair or rebuild the Property or any improvements thereon directly damaged as a result of such fire or other casualty; or (ii) assign to Lessor all insurance proceeds that are payable to Lessee as a result of such fire or casualty. Lessee shall make such determination as to option (i) or (ii) in its sole and absolute discretion. Performance of option (i) or (ii) shall be Lessee’s sole obligation resulting from any fire or casualty on the Property. In the event that the whole or any part of the Property shall be taken (or transfer is made under threat of condemnation) by any authority under the power of eminent domain, Lessee shall have the option to terminate this Lease, but notwithstanding whether Lessee exercises such option, the Term hereof shall terminate as to the part of the Property taken, effective as of the date possession required to be delivered pursuant to the final order, judgment or decree entered in the exercise of such power. Such termination, however, shall be without prejudice to the rights of either Lessee or Lessor to recover compensation and damage caused by condemnation from the condemnor.

10. **Notices.** All notices, requests, demands or other communications given hereunder must be sent either (a) by hand, (b) by certified United States Mail, return receipt requested, (c) by commercial overnight delivery service to the parties’ respective addresses set forth on the first page of this Lease, or (d) by facsimile with confirmation of receipt. Notices shall be deemed given when mailed or delivered by one of the foregoing methods. Notices may be given by or to the parties by their respective attorneys.

11. **Surrender of Premises.** Upon expiration of the Term or earlier termination of this Lease, Lessee shall surrender the Premises to Lessor in the same condition which existed on the Effective Date, subject to normal wear and tear.

12. **Binding Effect; Assignment.** This Lease shall be binding on the parties hereto and their respective permitted heirs, successors and assigns; provided, Lessee shall not assign all or any part of this Lease, or sublet the Premises, without Lessor’s prior written consent.

13. **Severability.** If any provision of this Lease is held by a court to violate applicable law, the invalid provision shall be severable, and the remainder of this Lease shall be enforceable to the fullest extent permitted by law.

14. **Entire Agreement; Merger.** This Lease constitutes the entire and full agreement and understanding between the parties. This Lease supersedes all prior and/or contemporaneous agreements, understandings and discussions between the parties, written and/or oral, all of which shall be deemed merged into this Lease and shall be of no further force and effect.

15. **Interpretation.** Lessee and Lessor have the intent, capacity and authority to execute and enter into this Lease, have carefully reviewed this Lease, have had an opportunity to review and discuss the terms with counsel, and agree to each and every term willfully and voluntarily. Wherever appropriate, all words herein in the male gender shall be deemed to include the female or neuter gender, all singular

words shall include the plural, and all plural words shall include the singular. Lessee and Lessor agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of any provision hereof.

16. **Governing Law.** This Lease shall be governed by and interpreted exclusively under the laws of the State of South Carolina.

IN WITNESS WHEREOF, Winthrop and City, by and through their respective duly-authorized undersigned officers, have executed and delivered this Agreement as of the Effective Date.

CITY OF ROCK HILL, S.C.

By: _____ (Seal)

Name: _____

Title: _____

Date: _____, 2010

WINTHROP UNIVERSITY

By: _____ (Seal)

Name: _____

Title: _____

Date: _____, 2010