

STATE OF SOUTH CAROLINA)
)
COUNTY OF HAMPTON)

CONTRACT OF SALE

HAMPTON REGIONAL MEDICAL CENTER (the "Purchaser"), agrees to purchase from HAMPTON COUNTY, (the "Seller"):

1. **PROPERTY DESCRIPTION.** And Seller hereby agrees to sell all that certain piece, parcel or tract of land, with improvements thereon to include all fixtures and personal property located on or in the property situated in the Town of Varnville, Hampton County, South Carolina and being described as follows:

Legal: 539 Carolina Avenue West, Varnville, South Carolina 29944
Hampton County Tax Map No. 120-10-05-015 (The "Property").

2. **PURCHASE PRICE.** The total Purchase Price for the Property is \$240,000.00.

3. **CLOSING COSTS:** Purchaser to pay all closing costs except for Seller's deed preparation and the deed transfer tax.

4. **SELLER DISCLOSURES:** No later than 15 days after the execution by both parties of this contract Seller shall provide to Purchaser any copies in Seller's possession of any studies and/or reports which have previously been done on the Property, including without limitation, environmental reports or building inspections.

5. **DUE DILIGENCE CONTINGENCY.** Purchaser shall have a sixty(60) day due diligence period to determine, in its sole discretion, whether to purchase the subject property. The Purchaser may elect for any reason not to purchase the property, including but not limited to, results of any inspections or environmental studies performed, unsuitability of the site for the Purchaser's intended use, safety concerns, utility problems or any other reason in Purchaser's sole discretion.

If Purchaser proceeds under the contract, Purchaser will close within thirty (30) days of written notification to the Seller of its intent to proceed. If Purchaser decides not to proceed under the contract written notice will be given to the Seller and all parties will be relieved of any and all liabilities arising under the contract, other than the costs incurred by either party on its own behalf.

6. **DATE OF CLOSING.** The closing of this Contract shall take place within 30 days of Purchasers notification to Seller of its intent to proceed under the contract.

7. **DEPOSITS/DEFAULT.** Upon the failure of 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 either party may proceed with all rights and remedies at law or in equity against the defaulting party. In the event of any litigation commenced because of a default hereunder, the prevailing parties in such litigation shall be entitled to recover attorney fees and court costs from the non-prevailing parties.

8. **RISK OF LOSS AND DAMAGE.** In case the Property is wholly or partially damaged by fire, storm or other casualty, Purchaser may elect for ten (10) days after receiving written notice thereof, to proceed hereunder with a mutually agreed adjustment in the Purchase Price, or terminate this Contract and receive back all money deposited hereunder.

9. **PRORATIONS.** All expenses of ownership shall be prorated to the date of Closing.

10. **TITLE.** Seller shall convey marketable title to the Property to Purchaser in fee simple by proper deed in recordable form with stamps affixed and with covenants of general warranty, subject to normal utility easements, applicable restrictive covenants, governmental regulations and assessments. If an owner's title binder can be issued by an ALTA title insurance company at standard rates with standard exceptions for , South Carolina, title shall be deemed to be marketable.

11. **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. Negotiations may be conducted using a facsimile machine (FAX) and will be considered binding on the parties so long as original and signed copies of the Contract shall thereafter be provided by both parties as soon as reasonably possible. This Contract shall be governed and construed in accordance with the laws of the State of South Carolina. No failure of a party to exercise any power or right granted hereunder or to insist upon strict compliance with any obligation specified herein, and no practice at variance with the terms hereof, shall constitute a waiver of said power or right

unless expressly authorized in writing by the affected party. This contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns. This Contract constitutes the entire agreement between the parties hereto and may be modified only in writing.

IN WITNESS WHEREOF, the undersigned parties have executed this Contract the date set forth opposite their respective signatures. The latter date shall be the date of the Contract for purposes of all time periods set forth herein.

WITNESSES:

Hampton County Regional Medical Center

Witness

Date

By: Dave Hamill
Its: President & CEO

Witness

Date

WITNESSES

Hampton County

Witness

Date

By: Clay Bishop
Its: Chairman

Witness

Date