

Aiken Municipal Development Commission Agenda
Municipal Conference Center
214 Park Avenue SW

November 9, 2021

2:00 P.M.

CALL TO ORDER

1. Approval of Agenda for November 9, 2021.
2. Approval of Minutes for October 12, 2021.
3. Presentation by Joseph Minicozzi of Urban3 regarding the return on investment related to Downtown Redevelopment and his firm's findings relative the merits of Project Pascalis proposal.
4. Presentation from Chris Brewer of AECOM regarding the firm's findings and analysis of the feasibility of a Downtown hotel and conference center development.
5. A RESOLUTION OF THE AIKEN MUNICIPAL DEVELOPMENT COMMISSION AUTHORIZING THE EXECUTION AND DELIVERY OF A GRANT AGREEMENT BETWEEN THE COMMISSION AND THE CITY OF AIKEN IN CONNECTION WITH PROJECT PASCALIS AND OTHER MATTERS RELATED THERETO.
6. A RESOLUTION OF THE AIKEN MUNICIPAL DEVELOPMENT COMMISSION AUTHORIZING THE ACCEPTANCE OF AN ASSIGNMENT OF CERTAIN OPTIONS TO PURCHASE REAL PROPERTY FROM THE GREATER AIKEN CHAMBER OF COMMERCE IN CONNECTION WITH PROJECT PASCALIS AND OTHER MATTERS RELATED THERETO
7. A RESOLUTION OF THE AIKEN MUNICIPAL DEVELOPMENT COMMISSION AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY IN CONNECTION WITH PROJECT PASCALIS AND OTHER MATTERS RELATED THERETO.
8. Executive Session (an executive session may be held in connection with any agenda item after which action may be taken on such item; action will not be taken following any executive session unrelated to any item on the agenda)
9. Comments by Commission Members.
10. Information and Updates from Staff.

ADJOURNMENT

Aiken Municipal Development Commission Minutes

Lessie B. Price Senior & Youth Center

October 12, 2021

Present: Keith Wood, Marty Gillam, David Jameson, Doug Slaughter, and Chris Verenes.

Absent: Catina Broadwater, Stuart MacVean, and Phillip Merry.

Others Present: Tim O'Briant, Stuart Bedenbaugh, Buzz Rich, Sabina Craig, Sara Ridout, Diana Floyd, Tom Hallman, Marya Moultrie, Mary Tilton, Mark Chostner, and Colin Demarest of the Aiken Standard.

Mr. Wood, Chair, called the meeting of October 12, 2021, to order at 3:33 p.m.

AGENDA

Mr. Wood stated the first item of business is approval of the agenda.

Mr. Jameson moved, second by Mr. Slaughter, that the agenda be approved as presented. The motion was unanimously approved.

MINUTES

Mr. Wood asked the members to consider approval of the minutes for the September 14 and 22, 2021, meetings. Mr. Slaughter moved, seconded by Mr. Gillam, that the minutes for the September 14 and 22, 2021, meetings be approved. The motion was unanimously approved.

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

Great Southern Homes
Bushwillow Circle

Mr. O'Briant noted that the proposed projects requesting incentives were significant investments and were some of the larger investments in the history of the incentive program. He noted the investments would be on the north side of Aiken.

Ms. Sabina Craig stated the proposed incentive agreements were for housing developments in the city. The first application is Bushwillow for a \$9 million construction of a 316-unit duplex development. The development would be off York Street back of Longleaf and Second Baptist Church. The project will consist of 158 buildings comprised of 2 units each. It is estimated that 3 jobs will be created for every home built and construction is planned to start in November, 2021. Estimating a unit purchase price of \$175,000 based on the current housing market, at 4%, a tax projection for city property taxes annually would be \$137,144. It is estimated the developer will pay building permits, utility impact fees, and business license fee of \$487,017. When all the conditions of the application are met, the estimated rebate of 50% will be \$243,520, payable in three equal payments over a three-year period, not to exceed \$243,520.

Ms. Craig stated the MDC is being asked to consider the Incentive Application for the Bushwillow Circle Project off of York Street for a recommendation to City Council.

The Commission discussed the proposed project. Mr. Jameson moved, seconded by Mr. Slaughter that the Commission recommend to City Council approval of the incentive agreement. The motion was unanimously approved.

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

Portrait Hills

University Parkway

Grand Oaks Subdivision

Ms. Craig stated the second request for an incentive agreement is for \$4 million for construction of a 146 single family unit development located off of University Parkway, an extension of Grand Oaks Subdivision. The houses will be for sale at market rate. It is estimated that 3 jobs will be created for every single family home built. The site work is planned to start in November, 2021. The purchase price for the homes is about \$280,000 based on the current housing market in the subdivision. At 4%, a tax projection would be \$101,382 in city property taxes annually. Under the agreement, the developer would pay for fees including building permits, utility impact and tap fees, and business license, totaling \$225,322. Once all the conditions of the application are met, the estimated reimbursement of 50% would be \$112,661, payable in three equal payments over a period of three years, not to exceed \$112,700.

Ms. Craig stated the MDC is being asked to consider the Incentive Application for the Portrait Hills Project off of University Parkway for a recommendation to City Council.

The Commission discussed the proposed project. Mr. Jameson moved, seconded by Mr. Gillam that the Commission recommend to City Council approval of the incentive agreement. The motion was unanimously approved.

SUB-COMMITTEE REPORTS

Mr. Wood stated the next item is reports from the sub-committees.

Aiken Innovation and Impact District

Mr. Jameson stated they still had not had a committee meeting. However, there has been a lot of discussion about the potential creation of an Innovation District as it pertains to a number of projects that we are following closely with AMC and the DreamPort and some of the requests that are being made for some of the Plutonium settlement funds. The Innovation District is the next natural step. He said he had spent some time on Friday talking to the Deputy Director of the Savannah River National Lab about the project and seeking their support of what we are doing as it is very important that they support it, and beyond that support how they can help us take the steps to get to a starting point.

Mr. Wood stated there is some interest from the universities. He pointed out that representatives from the University of South Carolina attended a meeting with the Governor in Aiken a few weeks ago. He felt it is in our best interest to reach out and have some communication with those folks to make sure they understand that the City has some interest in supporting their cause and the location of such facilities in this district.

Whiskey Road Corridor.

Mr. Bedenbaugh stated the City has received an appropriation from the County Transportation Committee and City Council has approved using the \$340,700 appropriation to help acquire right of way related to the Whiskey Road Corridor improvement projects, including the Powderhouse Connector. He said he had had a conference call with Federal DOT officials regarding the Pawnee-Neilson project which would connect to the Aiken Mall area. He said we had asked for a \$20 million grant for the project. He said he had received some information that we will be closing on the Watson property which would be road right-of-way for the extension of Centennial as well as 17 acres for a retention pond. He said we also have a request for \$8 million through Senator Graham for earmark funds for the Powderhouse Connector. He said the total project cost is \$37 million. He said the other project is \$2.5 million for a sewer line project which would link to the existing sewer line in the Verenes Industrial Park down Highway 19 to Croft Mill Road to an existing sewer line. This will open up sewer line opportunities for residential, commercial and industrial use.

There was a question regarding the Watson property and whether we were looking to get a line to Whiskey or trying to include the connector to Powderhouse. Mr. Bedenbaugh stated the extension on Powderhouse would be an addition, and we are still looking at that. He said the Powderhouse and Centennial connectors are almost done. He said this is still being considered, but he does not have a price for that. He noted there are a lot of proposed developments in the area being considered. There are 400 acres in the area that could be developed. He pointed out that the City had done a lot of prep work on the infrastructure to quadruple the sewer capacity in the lift station. He pointed out that other entities are looking at undeveloped adjacent property to the Watson property.

Mr. Wood asked that information regarding proposed development of the Watson property and other adjacent properties be discussed at the next meeting to bring the MDC up to date on possible developments in the Centennial and Powderhouse area on the east side of Whiskey Road.

Target Potential Areas for Redevelopment/Investment.

Mr. Gillam stated the committee had not met since July. He said he had met with Project Manager Tom Hallman regarding timeline and responsibility of the projects on the list and they would be meeting to drill down on actual properties and priorities to bring to MDC.

Mr. O'Briant noted that one property that had been mentioned previously that had been vacant for some time had been purchased and there are plans to redevelop Church's Chicken on York Street to a restaurant.

Make Aiken More Business Friendly

Mr. Gillam stated he did not have anything to report from the Make Aiken More Business Friendly subcommittee.

Marketing Aiken for Economic Development

Mr. Verenes stated the Marketing Committee had met three times to discuss a significant marketing component. He also pointed out that Mr. Jameson had shared a study with him that the City had commissioned in 2016 covering several components. That report is the 2016 Strategic Plan proposed by Arnett Muldrow & Associates. It has some very interesting recommendations. One component is branding and marketing. He pointed out that there is other information that might be interesting to some of the other committees. He noted that some of the items had been done, but not all of them. He said he could send a link to the report to the Commission members to review. He felt the report was well worth the Commission members reading the report.

PROGRAM MANAGER UPDATE

Mr. Wood stated everyone was aware of the trip to Florence, SC a few weeks ago to see what success Florence has had in their downtown renovation. He noted that we don't want the AECOM master plan to sit on the shelf and collect dust. He said Dr. Hallman has some recommendations and done some work to try to alleviate that and make sure that does not happen. He pointed out that Dr. Hallman had met with many of our community leaders and stakeholders.

Dr. Hallman distributed a document which sorts the AECOM Economic Development Actions by topic. He pointed out that the commission members had seen the document distributed in another form a couple of months ago. He said he had taken the AECOM plan and made an initial sort of the items in the report of the items that fall to the AMDC and what items fall to departments within the City. He noted that there are a couple of items that will probably work through the Office of the Mayor—outreach to education and outreach to health care and conceivably an outreach to equestrians. He said while the report looks familiar, it is different in that the five committee reports that the Commission had just heard are represented. The task areas that relate to each of the five working groups are now separated. He pointed out that the first group is the Target Potential Areas for Redevelopment group. That group has the largest number of tasks. Next, is the Innovation and Impact District tasks. He noted that the MDC members need to read the document. He pointed out that the tasks had been shifted. He said he had met with Mr. Gillam and initially he thought the tasks in the Target Potential Areas for Redevelopment were in the right group. At the last meeting there was a long conversation about when we were going to get accountable. There are some things that have to progress before there is anything to account for. He felt the report was a step in the right direction, trying to pull things together from the report so we can see who is responsible for what tasks.

Dr. Hallman stated he had met with Mary Catherine Lawton, Assistant City Manager, whom Mr. Bedenbaugh has tasked to pursue some items in the report. She believes the organization of the tasks is moving in the right direction; however, there may be some reorganization of the tasks. He said he felt getting all the tasks, or expectations, in one place for each working group is a start

and will be helpful to the commission. He said he needed the Commission members to review the lists to be sure the tasks are in the group where they belong.

At the last meeting there was a significant conversation about metrics. He noted that the far column – Assessment – was a sample of what that might look like. We talked about red, yellow, green as a possible means of giving a quick indicator of where things are moving forward. He noted that when the Commission members read the objectives, they may find that there are some things that may not lend themselves to being characterized like that. There may have to be some refinement on that before we are satisfied.

Dr. Hallman stated he felt that we might be more productive as a group if we had a schedule where 30 minutes of every meeting was allocated to hearing about what is happening with specifics of the tasks. He noted there are five working groups and there might from time to time be an ad hoc group that might be related to the reporting. That would mean that if each of the working groups reported at a meeting and cycle through, then at least twice a year they would come up on the agenda. He stated one of the things talked about was having a certain date that people would look to make a report on their progress or the lack thereof. The group would know that they would be scheduled a time on the agenda and should be prepared to talk about the specifics of the tasks of the group. He pointed out that the City has a significant block of activities and Mary Catherine Lawton and her management of this would help to decide to hear from the City. Fifteen minutes of every meeting would go to a working group of the Commission and fifteen minutes of every meeting of the Commission would go to hearing about progress or level of activity within the City's area of responsibility. He said for the specialty items, it would be decided how to get them into a cycle approach to reporting. He said this was his proposal for reporting progress of the MDC and the tasks. He asked if the Commission members had any feedback as to whether this would be a productive way to move forward or not.

The Commission members then discussed the proposal and if that would be a status report. Mr. Wood stated the Commission has a responsibility to report back to City Council on how the Commission is doing against the AECOM master plan. He pointed out he felt what Dr. Hallman had outlined enables the Commission to get the information; however, he is still concerned about their communication back to City Council. He said the Mayor has asked about an update on the progress of the Commission. He asked how does the Commission take what Dr. Hallman just proposed and put it into an update to City Council. He said he is very concerned that the Commission get back to City Council in a timely manner. They are concerned that things are happening on the Master Plan.

Dr. Hallman stated the reports could be in the minutes of the monthly meetings. He stated there could also be a report on a quarterly basis where we do a summary of the MDC work groups and the City's work, and that could be a report that he could compile.

Mr. O'Briant noted that the report to Council probably needs to be an action and results report.

Mr. Bedenbaugh pointed out that when Council has their New Horizons event in January or February, that the MDC should give an in person update. He felt that it would be good for the MDC to give an in person update twice a year to City Council.

Mr. Wood pointed out that he would like to suggest a hybrid approach. He pointed out that Dr. Hallman's suggested report is very nice and detailed. It is a good document to keep up with the tasks and projects and gives a living history of the progress. He noted, however, that he felt Council should receive the detailed report along with an executive summary on a quarterly basis that allows a quick easy read as to how we are doing and the results. He pointed out this would be a way to give Council the details, but also give them something that is quick and easy to read on the actions and results. He also felt that giving a report to Council in person as suggested by Mr. Bedenbaugh at the New Horizons meeting and a Council meeting should be done.

The MDC members discussed the proposal for updates to Council on the action and results of the work done by the MDC. It was pointed out that the hybrid report would give the details of the actions and results color coded and the summary would give Council a quick look at the work being done. It was also felt that possibly some deadlines should be set to assure that projects get done in a timely manner. Another point was that it is very helpful to Council to have recommendations from committees and departments as they start the budget process. It was noted that a committee or department may have a goal for a certain project, but if no money is allocated for the project it is very difficult to meet that goal. The projects need to be considered and prioritized for funding. The consensus of the MDC members was that the detailed report was an accountability and is very important to getting things done. It was felt that the detailed report and a short summary should be provided to City Council as information as to what MDC was doing and accomplishing. It was also noted that some projects cannot be measured in a short period of time, but take several years before they can be accomplished and measured. It was also noted that there are things along the way that can be posted to the website to keep the citizens informed as to what the MDC is doing and accomplishing.

Mr. Wood stated he understood from the discussion that the Commission members are all in agreement to having Dr. Hallman's detailed report for internal reporting. External reporting would be a hybrid approach with a report to Council at the New Horizons meeting. To answer the Mayor's request for an update on the work of the MDC, the detailed report provided by Dr. Hallman would be provided and a summary of the work done. Then we propose to Council that the MDC report to Council on a semi-annual basis on the work accomplished. It was also felt that an annual report should be provided to Council on the work accomplished so the Commission needs to start documenting and capturing the work being done.

Dr. Hallman pointed out that he was operating under the assumption that the MDC begins their work with the AECOM report. He pointed out that at some point some subcommittees may reach the point where for some reason they may find that some of the tasks or projects may not be as valid as they were when the report was written. He said that is the time the detailed document may need to be revised and updated by the City. He pointed out an example in the AECOM report where a reference is made to the Save-A-Lot building. He noted that building had already been addressed. He said it seemed that someone needs to be in the position of granting permission for the report to be rewritten for items that are no longer valid.

Mr. O'Briant stated that is a very important point, and we need to come up with a schedule as to when we would revise the report. He also noted that the AECOM report needs to be renamed to the Aiken Master Plan for Economic Development. He pointed out that AECOM did the report for Aiken and the report was adopted by City Council. It is now the Aiken Master Plan for Economic Development and can be changed as appropriate.

COMMENTS FROM COMMISSION MEMBERS

There were no additional comments from the Commission members.

COMMENTS FROM STAFF

Mr. Bedenbaugh stated he wanted to let the Commission know of city staff members who were present at the meeting and who will be working with the Commission in the future as things develop. Those present include Marya Moultrie, Interim Planning Director, Mary Tilton, Design Review Board Planner, and Mark Chostner.

EXECUTIVE SESSION

Mr. Wood stated the Municipal Development Commission needed to go into executive session and asked for a motion to go into executive session.

Mr. Verenes moved, seconded by Mr. Gillam, that the Commission go into executive session pursuant to Section 30-4070(a)(1) and (2) of the South Carolina Code to discuss matters relating to the proposed location, expansion or the provision of services encouraging location or expansion of industries or other businesses in the area served by the public body. Specifically, the Aiken Municipal Development Commission will discuss matters regarding proposed development projects.

The Commission went into executive session at 4:40 p.m.

After discussion by the Commission a motion was made and seconded that the Commission come out of executive session. The Commission came out of executive session at 5:19 p.m.

ADJOURNMENT

There being no further business, Mr. Wood adjourned the meeting. The meeting adjourned at 5:20 p.m.

Sara B. Ridout
City Clerk

A RESOLUTION OF THE AIKEN MUNICIPAL DEVELOPMENT COMMISSION
AUTHORIZING THE EXECUTION AND DELIVERY OF A GRANT AGREEMENT
BETWEEN THE COMMISSION AND THE CITY OF AIKEN IN CONNECTION WITH
PROJECT PASCALIS AND OTHER MATTERS RELATED THERETO.

Resolution Authorizing Grant Agreement

Adopted November 9, 2021

NOW THEREFORE BE IT RESOLVED by the Aiken Municipal Development Commission (the “**Commission**”) in meeting duly assembled as follows:

Section 1 Findings. The Commission makes the following findings of fact in connection with the adoption of this resolution (this “**Resolution**”):

(1) The Commission is a redevelopment commission of the City of Aiken, South Carolina (the “**City**”), established by the City Council of the City (the “**City Council**”) pursuant to Title 31, Chapter 10 of the Code of Laws of South Carolina 1976, as amended (the “**Enabling Act**”), with an area of operation encompassing the entirety of the City. In accordance with the Enabling Act, the Commission and the City Council have adopted the Redevelopment Plan One for Downtown Aiken, dated July 10, 2020 (the “**Redevelopment Plan**”) for a redevelopment area consisting of the area of the City bounded by Laurens Street, Chesterfield Street, Richland Avenue, and Park Avenue (as more specifically described in the Redevelopment Plan (the “**Redevelopment Area**”).

(2) The Commission is a public body corporate and politic possessing those powers necessary or appropriate to carry out and effectuate the purposes and provisions of the Enabling Act, including the power to purchase any real or personal property or any interest therein, together with any improvements thereon, within its area of operation necessary or incidental to a redevelopment project.

(3) The Commission has determined to undertake a redevelopment project within the Redevelopment Area, known at this time as Project Pascalis (“**Project Pascalis**”), which requires the Commission to consolidate ownership of certain real property. In order to carry out the consolidation of ownership of such property, the Commission has authorized the acceptance of the assignment of the following purchase and sale agreements from the Greater Aiken Chamber of Commerce for the acquisition of real property: (i) a Purchase and Sale Agreement by and between Myrtle H. Anderson, seller, and WTC Investments, LLC, as purchaser, dated April 15, 2021 (the “**Anderson Agreement**”), for the purchase of real property identified as TMS# 121-21-08-004 (the “**Anderson Property**”) for the purchase price of \$2,000,000; and (ii) a Purchase and Sale Agreement by and among Historic Hospitality, LLC, S&N Hospitality, LLC, Shah Enterprises, LLC, and Paresh Shah, LLC, collectively as sellers, and WTC Investments, LLC, as purchaser, dated March 2, 2021 (the “**Shah Agreement**” and together with the Anderson Agreement, the “**Agreements**”), for the purchase of real property identified as TMS# 121-21-09-002, 121-21-08-001, 121-21-08-002, 121-21-08-003, 121-21-08-009, and 121-21-09-001 (the “**Shah Property**” and collectively with the Anderson Property, the “**Properties**”), for the purchase price of \$7,500,000.

(4) Pursuant to a bond ordinance of City Council enacted August 23, 2021, the City issued its \$9,600,000 General Obligation Bond, Taxable Series 2021 (the “**2021 Bond**”) to provide funds to defray the costs of assembling, acquiring, and improving real estate in the downtown area of the City for the purpose of the redevelopment thereof.

(5) The City and The Commission have determined to enter into a Grant Agreement, the form of which is attached to this Resolution at **Exhibit A** (the “**Grant Agreement**”), pursuant to which the City intends to grant a portion of the proceeds of the 2021 Bond in the amount of \$9,500,000 (the “**Grant Proceeds**”) to the Commission for use by the Commission to pay the purchase price of the Properties.

Section 2 Approval of Grant Agreement. The Commission hereby approves the form of the Grant Agreement. The Chairman of the Commission (the “**Chairman**”) is hereby authorized and directed to execute the Grant Agreement and deliver the same to the City. The Secretary of the Commission is hereby authorized and directed to attest the same. The Chairman is further authorized to agree to such amendments to the Grant Agreement as may, in the discretion of the Chairman, with the advice of counsel, are not materially adverse to the interests of the Commission and as may be necessary to carry out Project Pascalis, and the execution of the final form of the Grant Agreement by the Chairman shall serve as conclusive evidence of the Commission’s approval thereof.

Section 3 Application of Proceeds. Upon the receipt of the Grant Proceeds, the Commission shall deposit such funds in one or more accounts of the Commission and shall account for such funds separately from all other funds of the Commission. The Chairman, the Treasurer of the Commission, and the Secretary of the Commission are hereby authorized and directed to draw upon the Grant Proceeds as necessary to pay the purchase price of the Properties in accordance with the terms of the Agreements at such times and in such amounts as are necessary therefor.

Section 4 Effective Date. The provisions of this Resolution shall be effective immediately upon the adoption hereof.

ADOPTED AS A RESOLUTION and approved at a meeting duly assembled by the Aiken Municipal Development Commission this 9th day of November 2021.

AIKEN MUNICIPAL REDEVELOPMENT COMMISSION

Chairman

Attest:

Secretary

EXHIBIT A
FORM OF GRANT AGREEMENT

GRANT AGREEMENT

between

City of Aiken, South Carolina

and

City of Aiken Municipal Development Commission

Dated as of November 9, 2021

GRANT AGREEMENT

This **GRANT AGREEMENT**, dated as of November 9, 2021, (this “*Grant Agreement*”) is made and entered into by and between the **CITY OF AIKEN, SOUTH CAROLINA** (the “*City*”), a body corporate and politic and a political subdivision of the State of South Carolina (the “*State*”), and the **CITY OF AIKEN MUNICIPAL DEVELOPMENT COMMISSION**, a body politic and corporate and a redevelopment commission of the City of Aiken, South Carolina. a municipal corporation of the State of South Carolina (the “*Commission*” and together with the City, the “*Parties*”).

RECITALS

(a) The City is an incorporated municipality of the State of South Carolina (the “*State*”) located in Aiken County, South Carolina (the “*County*”), and as such possesses all general powers granted to municipalities by the Constitution and laws of the State.

(b) Article X, Section 14 of Constitution of the State of South Carolina, 1895, as amended (the “*State Constitution*”) provides that the General Assembly may, by general law, prescribe that general obligation debt may be incurred by the governing body of any municipality for any of its corporate purposes in any amount not exceeding 8% of the assessed value of the taxable property in a municipality (the “*Debt Limit*”) unless authorized by a majority vote of the qualified electors of the municipality voting in a referendum.

(c) Title 5, Chapter 21 of the Code of Laws of South Carolina 1976, as amended (the “*Municipal Bond Act*” and together with Article X, Section 14 of the State Constitution and Section 11-27-40 of the Code of Laws of South Carolina 1976, as amended, the “*Enabling Act*”) authorizes the City to issue general obligation bonds for any corporate and public purpose.

(d) The City has invested substantial resources in the study and planning of the redevelopment of its downtown and is facing stagnant rental rates and a falling population in its core downtown area. Specifically, areas of the downtown of the City have remained stagnant, abandoned, or disused and are deteriorating.

(e) Between 2000 and 2020, despite an overall annual City growth rate of 1.7%, the City lost population within a one-mile radius of downtown at an annual rate of -0.2%. Population loss within a half-mile radius of downtown’s core was worse, at an annual rate of -0.8%.

(f) According to American Community Survey data, the City has also seen a divergence between retail rents per square foot and building sales per square foot since 2010. Studies suggest that building values are accelerating faster than rents. The City’s downtown has maintained a low commercial vacancy rate over the last ten years, but both office and other types of commercial rents have not increased, despite high demand and positive absorption over the past five years, with the exception of 2019. The City has also not added any inventory near the core of downtown over the last 10 years.

(g) The City has been impeded in its efforts to revitalize and redevelop its downtown by the fractured ownership of downtown real estate. In the absence of controlling significant

portions of City blocks, successful redevelopment has not and will not happen in a manner consistent with the best interests of the health, safety, and welfare of the citizens of the City.

(h) The City created the Commission by ordinance dated August 12, 2019, pursuant to Title 31, Chapter 10 of the Code of Laws of South Carolina 1976, as amended (the “**Redevelopment Act**”) as a corporation organized for the purpose of effecting redevelopment within the City pursuant to the powers granted in the Redevelopment Act.

(i) The South Carolina Secretary of State issued a certificate of incorporation for the Commission on August 19, 2019.

(j) The City Council approved a redevelopment plan (the “**Redevelopment Plan**”) of the Commission pursuant to Section 31-10-100 of the Redevelopment Act on July 15, 2020.

(k) Pursuant to Section 31-10-90(6) of the Redevelopment Act the Commission is vested with the power and authority to “purchase, obtain options upon, acquire by gift, grant, bequest, devise, or otherwise, any real or personal property or any interest therein, together with any improvements thereon, necessary or incidental to a redevelopment project.”

(l) The Redevelopment Plan contemplates that the Commission will “acquire property, to execute contracts for the clearance and preparation of the land for resale, and take other actions necessary to carry out the [Redevelopment Plan]” which contemplates the redevelopment of the area from “Laurens Street to Chesterfield Street from Richland [Avenue] to Park Avenue” (the “**Redevelopment Area**”).

(m) The Commission has determined to undertake a redevelopment project within the Redevelopment Area, known at this time as Project Pascalis (“**Project Pascalis**”), which requires the Commission to consolidate ownership of certain real property. In order to carry out the consolidation of ownership of such property, the Commission has acceptance of the assignment of the following purchase and sale agreements from the Greater Aiken Chamber of Commerce for the acquisition of real property: (i) a Purchase and Sale Agreement by and between Myrtle H. Anderson, seller, and WTC Investments, LLC, as purchaser, dated April 15, 2021 (the “**Anderson Agreement**”), for the purchase of real property identified as TMS# 121-21-08-004 (the “**Anderson Property**”) for the purchase price of \$2,000,000; and (ii) a Purchase and Sale Agreement by and among Historic Hospitality, LLC, S&N Hospitality, LLC, Shah Enterprises, LLC, and Paresh Shah, LLC, collectively as sellers, and WTC Investments, LLC, as purchaser, dated March 2, 2021 (the “**Shah Agreement**” and together with the Anderson Agreement, the “**Agreements**”), for the purchase of real property identified as TMS# 121-21-09-002, 121-21-08-001, 121-21-08-002, 121-21-08-003, 121-21-08-009, and 121-21-09-001 (the “**Shah Property**” and collectively with the Anderson Property, the “**Properties**”), for the purchase price of \$7,500,000.

(n) Pursuant to a bond ordinance of City Council enacted August 23, 2021, the City issued its \$9,600,000 General Obligation Bond, Taxable Series 2021 (the “**2021 Bond**”) to provide funds to defray the costs of assembling, acquiring, and improving real estate in the downtown area of the City for the purpose of the redevelopment thereof.

(o) In furtherance of the redevelopment described hereinabove, the City wishes for the Commission to undertake Project Pascalis in accordance with the Redevelopment Plan and desires to grant \$9,500,000 of the proceeds of the 2021 Bond to the Commission so that the commission may acquire the Properties in accordance with the terms of the Agreements and undertake the related site preparation and infrastructure in connection with Project Pasaclis.

(p) WHEREAS, the Parties find that through the assemblage and acquisition of real estate comprising the Properties, the Parties can catalyze the redevelopment and revitalization of the City's downtown.

AGREEMENTS

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements and of other valuable consideration, the Parties hereby agree as follows:

Section 1 Incorporation of Recitals. The above recitals, including the representations, covenants, and recitations set forth therein, are material to this Grant Agreement and are hereby incorporated into and made a part of this Grant Agreement.

Section 2 Grant. Subject to the provisions of Section 4, the City shall immediately grant to the Commission the amount of \$9,500,000 to carry out the Project (the "**Grant**").

Section 3 Term. The term of this Grant Agreement is 30 years from the Effective Date.

Section 4 Conditions of Grant. (a) The Commission shall use the proceeds of the Grant to acquire the Properties in accordance with the terms of the Agreements. In the event that the Commission fails to purchase the Properties by December 31, 2021, the City shall thereafter provide Notice (as defined herein) of such determination to the Commission and the Commission shall, within 30 days, return the full amount of the Grant to the City.

(b) In consideration for accepting the Grant, the Commission shall use its best efforts to undertake to carry out Project Pascalis, and thereby cause private and public redevelopment of the Properties. Such redevelopment of the Properties is expected to include or facilitate the development of (i) a new hotel, (ii) retail and housing facilities, (iii) a new convention center, and (iv) structured parking.

(c) Any contract between the Commission and a potential developer participating in the Redevelopment conveying an interest in the Properties shall include rights of repurchase for the Commission should the developer fail to develop the applicable portion of the Properties within agreed-upon timeframes or within agreed-upon parameters, which shall in all cases be no later than December 31, 2026, and shall provide such other protections for the City's investment in Project Pascalis as the City may reasonably request.

(d) In the event that a developer fails to attain substantial completion of the improvements contemplated in connection with Project Pascalis by December 31, 2026, the Commission shall require the developer to reconvey the applicable portion of the Properties to the

Commission. The Commission shall provide the City with Notice of such action within 30 days thereof and may at any point thereafter during the term of this Grant Agreement request and receive a conveyance of such portion of the Project Site without further consideration being paid to the Commission or any other entity.

Section 5 Assignment. This Grant Agreement shall inure to the benefit of and shall be binding upon the City and the Commission and their respective successors and assigns.

Section 6 Notices. All notices, approvals, consents, requests, and other communications hereunder shall be in writing and may be delivered personally, or may be sent by certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section:

If to the Commission:

[Insert Commission Address]

If to the City:

City of Aiken
P.O. Drawer 1177
Aiken, South Carolina 29802-1177
Attention: City Manager

and a copy (which shall not constitute a Notice) to:

Pope Flynn, LLC
PO Box 11509
Columbia, SC 29211
Attention: Gary T. Pope, Jr., Esq.

Notice is duly given hereunder: (a) if by transmission by hand delivery, when delivered; (b) if mailed via the official governmental mail system, three business days after the post mark, *provided* said Notice is sent first class, postage pre-paid, via certified or registered mail, with a return receipt requested; (c) if mailed by an internationally recognized overnight express mail service such as Federal Express, UPS, DHL Worldwide or a similar organization, one business day after deposit therewith prepaid; or (d) by e-mail upon delivery with receipt confirmed. ((a) through (d). each constitutes "*Notice*").

Section 7 Invalidity and Severability. In the event any provision of this Grant Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Grant Agreement, unless that decision destroys the basis for the transaction, in which event the parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the City and the Commission hereunder by either restructuring or reconstituting this Grant Agreement under any then applicable law.

Section 8 Amendments, Changes and Modifications. Except as otherwise provided in this Grant Agreement, this Grant Agreement may not be amended, changed, modified, altered, or terminated without the written consent of the City and the Commission.

Section 9 Execution of Counterparts. This Grant Agreement may be executed in several counterparts, only one of which shall be an original; provided, however, that any action may be brought upon any counterpart of this Grant Agreement.

Section 10 Law Governing Construction of Agreement. The laws of the State of South Carolina shall govern the construction of this Grant Agreement.

Section 11 Headings. The headings of the articles and sections of this Grant Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Grant Agreement.

Section 12 Further Assurance. From time to time, the Commission agrees to execute and deliver to the City such additional instruments as the City may reasonably request to effectuate the purposes of this Grant Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, CITY OF AIKEN, SOUTH CAROLINA, and CITY OF AIKEN MUNICIPAL DEVELOPMENT COMMISSION, each pursuant to due authority, have duly executed this Grant Agreement, all as of the date first above written.

CITY OF AIKEN, SOUTH CAROLINA

Witness

By: _____
City Manager

Attest

Municipal Clerk

**CITY OF AIKEN MUNICIPAL
DEVELOPMENT COMMISSION**

Witness

By: _____
[Executive Director]

Attest

A RESOLUTION OF THE AIKEN MUNICIPAL DEVELOPMENT COMMISSION
AUTHORIZING THE ACCEPTANCE OF AN ASSIGNMENT OF CERTAIN OPTIONS TO
PURCHASE REAL PROPERTY FROM THE GREATER AIKEN CHAMBER OF COMMERCE
IN CONNECTION WITH PROJECT PASCALIS AND OTHER MATTERS RELATED
THERE TO

Resolution Authorizing Acceptance of Assignments

Adopted November 9, 2021

NOW THEREFORE BE IT RESOLVED by the Aiken Municipal Development Commission (the “*Commission*”) in meeting duly assembled as follows:

Section 1 Findings. The Commission makes the following findings of fact in connection with the adoption of this resolution (this “*Resolution*”):

(1) The Commission is a redevelopment commission of the City of Aiken, South Carolina (the “*City*”), established by the City Council of the City (the “*City Council*”) pursuant to Title 31, Chapter 10 of the Code of Laws of South Carolina 1976, as amended (the “*Enabling Act*”), with an area of operation encompassing the entirety of the City. In accordance with the Enabling Act, the Commission and the City Council have adopted the Redevelopment Plan One for Downtown Aiken, dated July 10, 2020 (the “*Redevelopment Plan*”) for a redevelopment area consisting of the area of the City bounded by Laurens Street, Chesterfield Street, Richland Avenue, and Park Avenue (as more specifically described in the Redevelopment Plan (the “*Redevelopment Area*”).

(2) The Commission is a public body corporate and politic possessing those powers necessary or appropriate to carry out and effectuate the purposes and provisions of the Enabling Act, including the power to purchase any real or personal property or any interest therein, together with any improvements thereon, within its area of operation necessary or incidental to a redevelopment project.

(3) The Commission has determined to undertake a redevelopment project within the Redevelopment Area, known at this time as Project Pascalis (“*Project Pascalis*”), which requires the Commission to consolidate ownership of certain real property.

(4) In anticipation of the Commission’s efforts to consolidate ownership of real property in connection with Project Pascalis, the Greater Aiken County Chamber of Commerce (the “*Chamber of Commerce*”) has entered into the following purchase and sale agreements for the acquisition of such real property: (i) a Purchase and Sale Agreement by and between Myrtle H. Anderson, seller, and WTC Investments, LLC, as purchaser, dated April 15, 2021 (the “*Anderson Agreement*”), for the purchase of real property identified as TMS# 121-21-08-004 (the “*Anderson Property*”) for the purchase price of \$2,000,000; and (ii) a Purchase and Sale Agreement by and among Historic Hospitality, LLC, S&N Hospitality, LLC, Shah Enterprises, LLC, and Paresch Shah, LLC, collectively as sellers, and WTC Investments, LLC, as purchaser, dated March 2, 2021 (the “*Shah Agreement*” and together with the Anderson Agreement, the “*Agreements*”), for the purchase of real property identified as TMS# 121-21-09-002, 121-21-08-001, 121-21-08-002, 121-21-08-003, 121-21-08-009, and 121-21-09-001 (the “*Shah Property*” and collectively with the Anderson Property, the “*Properties*”), for the purchase price of \$7,500,000.

(5) Pursuant to a bond ordinance of City Council enacted August 23, 2021, the City issued its \$9,600,000 General Obligation Bond, Taxable Series 2021 (the “*2021 Bond*”) to provide funds to defray the costs of assembling, acquiring, and improving real estate in the downtown area of the City for the purpose of the redevelopment thereof.

(6) The City and The Commission intend to enter into a Grant Agreement, pursuant to which the City intends to grant a portion of the proceeds of the 2021 Bond in the amount of \$9,500,000 (the “**Grant Proceeds**”) to the Commission for use by the Commission to pay the purchase price of the Properties.

(7) The Commission and the Chamber of Commerce have determined that it is necessary for the undertaking of Project Pascalis, and the acquisition of the Properties in connection therewith, that the Agreements, and the rights to acquire the properties for the purchase prices and under the terms set forth therein, be assigned to the Commission.

Section 2 Approval of Assignments. The Commission hereby authorizes the Chairman of the Commission to take such action and execute such certificates, instruments, assignments, and other documents as may be necessary and convenient to accept the assignment of the Agreements. To the extent necessary, the Secretary of the Commission is hereby authorized and directed to attest the same.

Section 3 Effective Date. The provisions of this Resolution shall be effective immediately upon the adoption hereof.

ADOPTED AS A RESOLUTION and approved at a meeting duly assembled by the Aiken Municipal Development Commission this 9th day of November 2021.

AIKEN MUNICIPAL REDEVELOPMENT COMMISSION

Chairman

Attest:

Secretary

A RESOLUTION OF THE AIKEN MUNICIPAL DEVELOPMENT COMMISSION
AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY IN
CONNECTION WITH PROJECT PASCALIS AND OTHER MATTERS RELATED
THERE TO.

Resolution Authorizing Acquisition of Real Property

Adopted November 9, 2021

NOW THEREFORE BE IT RESOLVED by the Aiken Municipal Development Commission (the “*Commission*”) in meeting duly assembled as follows:

Section 1 Findings. The Commission makes the following findings of fact in connection with the adoption of this resolution (this “*Resolution*”):

(1) The Commission is a redevelopment commission of the City of Aiken, South Carolina (the “*City*”), established by the City Council of the City (the “*City Council*”) pursuant to Title 31, Chapter 10 of the Code of Laws of South Carolina 1976, as amended (the “*Enabling Act*”), with an area of operation encompassing the entirety of the City. In accordance with the Enabling Act, the Commission and the City Council have adopted the Redevelopment Plan One for Downtown Aiken, dated July 10, 2020 (the “*Redevelopment Plan*”) for a redevelopment area consisting of the area of the City bounded by Laurens Street, Chesterfield Street, Richland Avenue, and Park Avenue (as more specifically described in the Redevelopment Plan (the “*Redevelopment Area*”).

(2) The Commission is a public body corporate and politic possessing those powers necessary or appropriate to carry out and effectuate the purposes and provisions of the Enabling Act, including the power to purchase any real or personal property or any interest therein, together with any improvements thereon, within its area of operation necessary or incidental to a redevelopment project.

(3) The Commission has determined to undertake a redevelopment project within the Redevelopment Area, known at this time as Project Pascalis (“*Project Pascalis*”), which requires the Commission to consolidate ownership of certain real property. In order to carry out the consolidation of ownership of such property, the Commission has authorized the acceptance of the assignment of the following purchase and sale agreements from the Greater Aiken Chamber of Commerce for the acquisition of real property: (i) a Purchase and Sale Agreement by and between Myrtle H. Anderson, seller, and WTC Investments, LLC, as purchaser, dated April 15, 2021 (the “*Anderson Agreement*”), for the purchase of real property identified as TMS# 121-21-08-004 (the “*Anderson Property*”) for the purchase price of \$2,000,000; and (ii) a Purchase and Sale Agreement by and among Historic Hospitality, LLC, S&N Hospitality, LLC, Shah Enterprises, LLC, and Paresh Shah, LLC, collectively as sellers, and WTC Investments, LLC, as purchaser, dated March 2, 2021 (the “*Shah Agreement*” and together with the Anderson Agreement, the “*Agreements*”), for the purchase of real property identified as TMS# 121-21-09-002, 121-21-08-001, 121-21-08-002, 121-21-08-003, 121-21-08-009, and 121-21-09-001 (the “*Shah Property*” and collectively with the Anderson Property, the “*Properties*”), for the purchase price of \$7,500,000.

(4) The Commission determines that the purchase of the Properties is necessary to undertake Project Pascalis and carry out the Redevelopment Plan.

Section 2 Acquisition of Properties. The Commission hereby authorizes the purchase of the Properties for the purchase prices and in accordance with the terms set forth in the Agreements, each of which is attached to this Resolution at Exhibit A. The Chairman of the

Commission is hereby authorized and directed to take such action as may be necessary and convenient to effect the purchase of the Properties, including the execution and delivery of such certificates, assignments, instruments, and other documents necessary therefor, including the Amendment to Lease Agreement (Second), by and among the Commission, Patrick Carlisle and Natalie Carlisle, and Myrtle H. Anderson, which shall substantially conform to the form attached at Exhibit B to this Resolution (the “*Lease*”), and the Secretary of the Commission is hereby authorized and directed to attest the same. The Chairman is further authorized to agree to such amendments to the Lease as, in the discretion of the Chairman, with the advice of counsel, are not materially adverse to the interests of the Commission and as may be necessary to carry out Project Pascalis, and the execution of the final form of the Lease by the Chairman shall serve as conclusive evidence of the Commission’s approval thereof.

Section 3 Effective Date. The provisions of this Resolution shall be effective immediately upon the adoption hereof.

ADOPTED AS A RESOLUTION and approved at a meeting duly assembled by the Aiken Municipal Development Commission this 9th day of November 2021.

AIKEN MUNICIPAL REDEVELOPMENT COMMISSION

Chairman

Attest:

Secretary

EXHIBIT A
PURCHASE AND SALE AGREEMENTS

Purchase and Sale Agreement

This Purchase and Sale Agreement (this "Agreement") is made this ___ day of _____, 2021 between HISTORIC HOSPITALITY, LLC, S&N HOSPITALITY, LLC, SHAH ENTERPRISES, LLC and PARESH SHAH, the Seller(s) and GREATER AIKEN CHAMBER OF COMMERCE, 121 Richland Avenue East, Aiken, South Carolina 29801, the Purchaser.

Recitals

Seller owns certain property located in the City of Aiken, State of South Carolina (more particularly identified below). Purchaser desires to acquire this property on the terms and conditions set forth below from Seller immediately upon Seller's acquisition of the same.

Therefore, in consideration of the good and valuable consideration paid by Purchaser to Seller on the execution of this Agreement, the receipt, adequacy and sufficiency of which Seller acknowledges, Purchaser and Seller covenant and agree as follows:

Section One

Property

Subject to the terms and conditions in this Agreement, Seller agrees to sell and Purchaser agrees to purchase the following described real estate, with all improvements thereon and with its appurtenances, located in the City of Aiken, State of South Carolina, and more fully described as Aiken County Tax Parcel Nos.: 121-21-09-002, 121-21-08-001, 121-21-08-002, 121-21-08-003, 121-21-08-009 and 121-21-09-001 and more fully described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

Section Two

Purchase Price

Purchaser and Seller acknowledge and agree that the purchase price of the Property shall be \$7,500,000.00.

The purchase price shall be payable to Seller as follows:

- a. An Earnest Money payment of \$100,000.00 as more particularly set forth in Section Three.
- b. The balance of the purchase price shall be paid in cash (or equivalent immediately available funds) to Seller at closing.

Section Three

Earnest Money

As security for Purchaser's performance of its obligations under this Agreement, Purchaser will deposit with Seller upon execution of this Agreement by both Seller and Purchaser, the sum of \$100,000.00 as earnest money (the "Earnest Money") and said Earnest Money shall become non-refundable immediately upon execution of this Purchase and Sale Agreement.

Section Four

Title

Purchaser shall until no later than November 12, 2021, (the "Title Examination Period") examine title to the Property and to cause a survey (the "Survey") of the Property to be made at its cost and to notify Seller in writing of any defects or objections affecting the title to the Property or the use thereof by Purchaser disclosed by such title examination and/or Survey which affects insurability to said Property. Seller and Purchaser must agree upon the Survey, which will be used as the legal description for the Property in the limited warranty deed. Seller shall have thirty (30) days from the receipt of the foregoing notice to cure such defects and objections to title set forth in Purchaser's notice which render title to said Property uninsurable. In the event Seller fails or refuses to cure any defects and objections during such time, then Purchaser's sole option is to terminate this Agreement, or to proceed with the closing with the defects and objections to title not cured.

The parties acknowledge and agree that it is their intent for Seller to immediately convey title to Purchaser after the same is deeded to Seller. At closing, Seller shall convey to Purchaser such good, indefeasible and insurable title to the property subject to all easements and covenants of record (provided that they do not render the title uninsurable) and to all governmental statutes, ordinances, rules and regulations, but without exception as to mechanics' or similar liens, and free and clear of any and all other mortgages, liens, judgments, leases, or parties in possession.

Section Five

Closing

The consummation and closing (the "Closing") of the purchase and sale contemplated in this Agreement shall be held during regular business hours on or before November 12, 2021. The exact time, place and closing date shall be mutually agreed to by Seller and Purchaser. The parties hereto, by mutual written agreement, may extend the closing date and time by execution of an Addendum hereto.

a. Possession. At closing, Seller shall deliver possession of the property to Purchaser free of all liens, claims and encumbrances.

b. Purchaser's and Seller's Closing Costs. Purchaser shall pay Purchaser's attorneys' fees, the

title examination, the costs of any survey obtained by Purchaser, the premium of owner's and/or lender's title insurance, all recording charges, deed preparation and statutory deed stamps due on recordation of any documents executed in connection with this Agreement.

Section Six

Prorations and Credits at Closing

All ad valorem real estate taxes, if any, with respect to the property for the current year shall be prorated as of the closing date and the portion of any such taxes allocable to periods up through the closing date shall be charged to Seller at closing as a credit against the purchase price. In the event that tax bills for the current year taxes are not available on the closing date, taxes shall be prorated based on the tax rate for the preceding tax year as applied to the latest assessed valuation of the property. All such prorations shall be final. All unpaid assessments applicable to the property for periods prior to the date of closing and due at the time of closing shall be paid in full by Seller or applied as a credit to Purchaser against the purchase price. Seller shall be responsible for any rollback taxes which may be assessed against the Property, regardless of the period of time for which such rollback taxes are assessed.

Section Seven

Conveyances and Deliveries at Closing

At closing, the following items shall be executed and delivered:

- a. Limited Warranty Deed. Seller shall convey insurable title to the property, together with any easements appurtenant to the property or otherwise described as a portion of the property, to Purchaser by limited warranty deed.
- b. Owner's Affidavit. Seller shall also execute and deliver to Purchaser an affidavit with respect to liens and title matters in the form required by the title company.
- c. Closing Statement. Seller and Purchaser shall execute and deliver a closing statement which shall set forth the purchase price, all credits against the purchase price, the amounts of all prorations and other adjustments to the purchase price and all disbursements made at closing on behalf of Purchaser.
- d. Nonresident Withholding Affidavit. Seller shall execute and delivery a Non-resident Withholding Affidavit verifying that it is deemed a resident of the State of South Carolina for purposes of withholding taxes.
- e. All Other Documents. Each party hereto shall execute and deliver any and all other documents reasonably requested by the other party or its attorney.

Section Eight

Inspection of Property

Purchaser shall, for the period of time set forth in Section Eight of the Shah Contract (the "Inspection Period"), have the privilege of going on the property with their agents, representatives and contractually retained independent contractors as needed to inspect, examine, test, appraise and survey the property. This privilege shall include the right to make surveys, examinations, environmental studies and other tests to obtain any relevant information necessary to determine subsurface and topographic conditions, and all of these tests, studies and reviews shall be performed at Purchaser's sole cost and expense. Seller shall use best faith efforts to allow Purchaser permission to conduct the inspection rights hereunder.

Section Nine

Default

If Seller is unable to convey title in accordance with the terms of this Agreement (including failing to obtain fee simple title to the Property) or fails to perform any covenant or obligations contained in this Agreement, the Purchaser shall be entitled to specific performance of this Agreement. Purchaser can recover any reasonable monetary damages actually incurred by Purchaser. Purchaser shall not have or be entitled to any other remedies at law or in equity against Seller. Service of this demand may be made by certified mail, return receipt requested at the address set forth above, or at such other address as Seller may indicate in writing to Purchaser or may be made as provided in Section 12 below.

Section Ten

Broker

The parties agree no broker is involved in this transaction.

Section Eleven

General Provisions

- a. Agreement Binding. This Agreement shall be binding on each party and each party's successors and assigns and shall inure to the benefit of each party and each party's successors and permitted assigns.
- b. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained in this instrument, and no prior agreement or understanding pertaining to

any of the matters connected with this transaction shall be effective for any purpose. Except as may be otherwise provided in this instrument, the terms embodied in this Agreement may not be amended except by an agreement in writing signed by the parties to this Agreement.

c. Time Is of the Essence. Time is of the essence for the transaction contemplated by this Agreement.

d. Survival. Except as otherwise set forth herein, all covenants, agreements, indemnities, representations and warranties contained in this Agreement shall be merged into the deed and other documents delivered at closing.

e. Date of this Agreement. All references in this Agreement to "the date of this agreement" shall be deemed to refer to the latest date set forth on the signature page of the Seller or Purchaser.

f. Assignment. This Agreement may be assigned by the Purchaser without the prior consent of Seller provided that Purchaser remains liable for performance hereunder.

g. Risk of Loss. Risk of loss or damage to the premises by casualty between the date of this Agreement and closing shall be and is assumed by Seller.

h. Construction. The parties hereto acknowledge that they both participated in the drafting of this Agreement and that the contract shall not be more strictly construed against one party over the other.

i. Periods of Time and Day for Performance. Wherever there a period of time established in this Agreement, it shall mean calendar days. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or holiday, then such time for performance shall be automatically extended to the next business day.

Section Twelve

Notices

All notices, consents, approvals and other communications which may be or are required to be given by either Seller or Purchaser under this Agreement shall be properly given only if made in writing and sent by (a) hand delivery or (b) certified mail, return receipt requested, with all postage and delivery charges paid by the sender and addressed to the Purchaser or Seller, as applicable, or at any other address as each may request in writing. Notices delivered by hand shall be deemed received on the date of delivery to the addressee and, if mailed, shall be deemed received on the earlier of actual receipt or two days after mailing. The notice addresses are as set forth above.

Section Thirteen

As-Is Purchase

AS-IS SALE. Seller is conveying the Property to Purchaser "As-Is" without any representations and/or warranties whatsoever. Purchaser acknowledges that Purchaser will undertake an independent investigation of the Property and all matters which Purchaser deems to be relevant thereto, including, but not limited to (i) the site, buildings and all improvements, (ii) compliance with all laws, and (iii) all environmental matters and conditions, and that by consummating the transaction contemplated by this Agreement, Purchaser will have concluded that the condition of the Property is satisfactory to Purchaser in all respects. Purchaser further acknowledges that it is not relying upon any written and/or oral statement, representation and/or document made and/or provided by Seller, except as provided above in this Agreement, but rather upon its own independent inquiry and judgment with respect to its decision to acquire the Property.

Section Fourteen

Contingency

Purchaser's obligation to close is expressly contingent upon Purchaser or its assigns attaining financing for the purchase through an allocation of the Aiken Municipal Development Commission, Aiken City Council to fund the redevelopment of the property. In the event that this contingency is not satisfied by Closing, Purchaser has the right to terminate the Agreement whereupon neither party shall have any further rights or obligations hereunder.

IN WITNESS, Seller and Purchaser have executed this Agreement and affixed their respective seals on the day and year set forth below this signatures.

SELLER(S):

HISTORIC HOSPITALITY, LLC

By: _____

Date: _____

Its:

S&N HOSPITALITY, LLC

By: _____

Date: _____

Its:

SHAH ENTERPRISES, LLC

By: _____

Date: _____

Its:

PARESH SHAH

By: _____

Date: _____

Its:

BUYER:

WTC INVESTMENTS, LLC

By: _____

Date: _____

Its:

Witness _____ Date: _____

ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

THIS ASSIGNMENT OF PURCHASE AND SALE AGREEMENT ("Assignment") is entered into by WTC INVESTMENTS, LLC ("Assignor") and GREATER AIKEN CHAMBER OF COMMERCE ("Assignee"), as of _____, 2021, with reference to the following recitals of facts.

WHEREAS, Myrtle H. Anderson ("Anderson") and Assignor are parties to that certain Purchase and Sale Agreement dated April 15, 2021 (the "Agreement"), with respect to the sale of TMS 121-21-08-004 located in Aiken County, South Carolina; and

WHEREAS, Assignor desires to assign and Assignee desires to assume the Purchaser's interest in the Agreement; and

WHEREAS, Anderson has executed hereto to acknowledge her consent to the Assignment.

NOW, THEREFORE, the parties agree as follows:

1. **Capitalized Terms.** Capitalized terms used in this Assignment that are not specifically defined herein have the meanings given such terms in the Agreement.
2. **Assignment.** Assignor does hereby assign to Assignee and Assignee does hereby assume from Assignor all right, title and interest of Assignor in and to that certain Agreement. From and after the date hereof, Assignee shall be deemed the Purchaser and Assignor shall be released from all liability under the Agreement.
3. **Confirmation of Agreement.** Except as otherwise set forth in this Assignment, the Agreement remains in full force and effect in accordance with its original terms and is binding on Seller and Assignee, their respective heirs, executors, administrators, successors and assigns.
4. **Counterparts.** The parties may execute this Assignment in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile (e.g., Telecopier, scanned PDF by email, etc.) is as effective as executing and delivering this Assignment in the presence of the other parties to this Assignment. This Assignment is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Assignment, a party must produce or account only for the executed counterpart of the party to be charged. Any party delivering an executed counterpart of this Assignment by facsimile also shall deliver a manually executed counterpart of this Assignment, but the failure to do so does not affect the validity, enforceability, or binding effect of this Assignment.
5. **Merger/Prior Agreements.** THIS ASSIGNMENT CONSTITUTES THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE AGREEMENT AS AMENDED BY THIS ASSIGNMENT. IT IS THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE PARTIES' AGREEMENT ON THE MATTERS CONTAINED IN THIS ASSIGNMENT. ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS AND AGREEMENTS BETWEEN THE PARTIES ON THE MATTERS CONTAINED IN THIS ASSIGNMENT ARE EXPRESSLY MERGED INTO AND SUPERSEDED BY THIS ASSIGNMENT. THE PROVISIONS OF THIS ASSIGNMENT MAY NOT BE EXPLAINED, SUPPLEMENTED, OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE OR A PRIOR COURSE OF DEALINGS. IN ENTERING INTO THIS ASSIGNMENT, THE PARTIES HAVE NOT RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS ASSIGNMENT AND IN THE AGREEMENT. THERE IS NO CONDITION PRECEDENT TO THE EFFECTIVENESS OF THIS ASSIGNMENT OTHER THAN THOSE EXPRESSLY STATED IN THIS ASSIGNMENT.

The parties hereby execute this Assignment to be effective as of the date set forth above.

Assignor:

WTC INVESTMENTS, LLC

By: _____

Name: _____

Title: _____

Assignee:

GREATER AIKEN CHAMBER OF COMMERCE

By: _____

Name: _____

Title: _____

CONSENTED:

Myrtle H. Anderson

AMENDED AGREEMENT REGARDING LEASE AND OPTION

This Amended Agreement regarding Lease and Option ("The Amended Agreement") is made and entered into and effective on this _____ day of _____, 2021, by and among Myrtle H. Anderson ("Landlord") and Patrick Carlisle and Natalie Carlisle ("Tenant") and Greater Aiken Chamber of Commerce ("Buyer").

RECITALS

WHEREAS, the Landlord and Tenant entered into an original agreement regarding a lease and option dated April 15, 2021, a copy of which is attached hereto and incorporated by reference; and

WHEREAS, the PSA described in the original agreement was executed between Landlord and WTC Investments, LLC, dated April 15, 2021; and

WHEREAS, the PSA is now being assigned by WTC Investments, LLC to the Greater Aiken Chamber of Commerce; and

WHEREAS, it is the desire of Landlord and Tenant that the assignment of the contract or any subsequent assignment of the contract, shall not trigger the option described in the original agreement regarding lease and option; and

WHEREAS, it is the desire of the Parties that all provisions regarding the original agreement regarding lease and option dated April 15, 2021, between Landlord and Tenant shall remain in full force and effect; and

WHEREAS, the Parties are further in agreement that in the event that the Greater Aiken Chamber of Commerce subsequently assigns this contract to a third party shall also not trigger the option nor change any terms of the original agreement regarding lease and option.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. That Landlord and Tenant are in agreement that Landlord may assign the contract of April 15, 2021, between Landlord and WTC Investments, LLC to the Greater Aiken Chamber of Commerce.
2. The Parties further agree that the Greater Aiken Chamber of Commerce may subsequently assign the contract to a third party.

3. That the assignment of the contract and any subsequent assignment of the contract shall not affect the provisions regarding the agreement regarding lease and option, including the option to purchase, and that all provisions of the agreement between Landlord and Tenant, dated April 15, 2021 shall remain in full force and effect.

Witness

Myrtle H. Anderson, Landlord

Witness

Jenni G. Anderson

Witness

Patrick Carlisle

Patrick Carlisle

Karl Hansen

Witness

Natalie Carlisle

Natalie Carlisle

EXHIBIT B

AMENDMENT TO LEASE AGREEMENT

AMENDMENT TO LEASE AGREEMENT
(SECOND)

THIS AMENDMENT TO LEASE AGREEMENT (SECOND) (this “**Amendment**”) is made and entered into effective November ____, 2021 (the “**Effective Date**”), by and among MYRTLE H. ANDERSON (“**Anderson**”); PATRICK CARLISLE and NATALIE CARLISLE (“**Carlisle**”); and the CITY OF AIKEN MUNICIPAL DEVELOPMENT COMMISSION, a body politic and corporate and political subdivision of the State of South Carolina (“**Commission**,” and together with Anderson and Carlisle, the “**Parties**” or individually, a “**Party**”).

RECITALS

A. Anderson and Carlisle are parties to that Lease Agreement dated September 28, 2007; as amended and assigned pursuant to that Lease Modification and Assignment dated March 4, 2016; as affected by that Agreement Regarding Lease dated March 31, 2017; and as affected by that Agreement Regarding Lease and Option dated April 15, 2021 (the “**Lease**”), for property commonly known as 117 Newberry Street, SW, Aiken, South Carolina, as described in the Lease (the “**Property**”).

B. In connection with the potential development of a project to consist of a hotel, conference center, and other amenities (the “**Project**”) on the Property and adjacent properties, Commission desires to close the purchase of the Property (the “**Purchase**”) from Anderson.

C. The development of the Project contemplates that the improvements on the Property would be demolished and replaced with a larger conference center and kitchen and that Carlisle would be compensated for loss of income during interruption of Carlisle’s business and would lease the replacement conference center and kitchen pursuant to a replacement lease and operating agreement, the terms of which are under discussion but are not finalized (the “**Operating Agreement**”).

D. Section 5 of the Lease provides Carlisle with a purchase option (the “**Option**”) that would be triggered by the closing of the Purchase.

E. Anderson and Carlisle desire to that Commission close the Purchase without triggering the Option and have requested that Carlisle grant a one-time waiver of the Option to allow Carlisle and Commission more time to attempt to finalize an Operating Agreement.

NOW, THEREFORE, for ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. One-Time Waiver of Option. Carlisle consents to the closing of the Purchase by Commission and agrees that closing of the Purchase by Commission shall not trigger the Option. Except for this one-time waiver by Carlisle of the triggering of the Option, the Option shall remain in full force and effect and shall be applicable to any future transactions that would otherwise trigger the Option.

2. Negotiation of Operating Agreement. Carlisle and Commission shall continue good-faith negotiations of the Operating Agreement based on the latest draft of the letter of intent currently being discussed by them. However, the letter of intent has not been approved, and Carlisle and Commission agree that neither of them shall have any liability or obligations to the other for failure to enter into an Operating Agreement.

3. Failure to Enter into Operating Agreement. The Lease will continue in full force and effect after the Effective Date, with Carlisle being the “lessee” thereunder and Commission being the “lessor” thereunder. Failure of Carlisle and Commission to execute an Operating Agreement within five (5) years after the Effective Date shall trigger Carlisle’s Option to purchase the Property to the same extent as if “lessor” delivers to “lessee” notice of intention to sell the Property under Section 5(i) of the Lease. The closing of the purchase and sale of the Option shall be made under the same procedure as outlined in Section 5 of the Lease, except that the purchase price shall be determined by an appraisal as described below.

4. Appraisal. The purchase price for the Property under the Option shall be the cash equivalent price at which the Property would change hands between a hypothetical willing buyer and a hypothetical willing seller, neither being under a compulsion to buy or sell and both having reasonable knowledge of relevant facts, as determined by an appraisal, minus \$350,000 (which is the amount paid by Carlisle for leasehold improvements) (the “**Appraised Value**”). After the Option is triggered, Carlisle and Commission shall attempt to agree on an appraiser to perform the appraisal for ten (10) days. If Carlisle and Commission cannot agree on an appraiser within such ten-day period, each shall appoint a MAI appraiser who is approved to conduct appraisals for commercial properties located in Aiken, South Carolina by Security Federal Bank, First Community Bank, or First Citizens Bank by each party delivering notice of the identity of its respective appraiser to the other within twenty (20) days after the expiration of such ten-day period. If the two appraisers cannot agree on an Appraised Value of the Property within thirty (30) days after the last of them is appointed, then within five (5) days, they shall appoint a third appraiser. The third appraiser shall determine the appraised value of the Property within thirty (30) days after such appraiser’s appointment. The Appraised Value shall be the average of the two (2) appraisals which are closest to each other. Commission and Carlisle shall each pay the costs of the appraiser appointed by them, and one-half (1/2) of the cost of the third appraiser. The purchase price as determined herein shall be conclusive and binding on Commission and Carlisle. If any party fails to appoint an appraiser within the time required herein, the Appraised Value shall be determined by the appraiser appointed by the other party and shall be conclusive and binding upon the Commission and Carlisle. In recognition that Commission may pay greater than fair market value for properties as part of economic development activities, properties acquired by Commission for the Project or otherwise shall be excluded from comparable sales by the appraisers conducting the appraisals. This Section shall supersede Section 5(ii) of the Lease.

5. Lease to Remain in Full Force. The Parties ratify and confirm the Lease. Except for the agreements set forth in this Amendment, the Lease shall remain in full force and effect without modification.

6. Headings. The headings in this Amendment are for reference only and shall not affect the interpretation of this Amendment.

7. Recitals. The recitals and any exhibits hereto are incorporated herein by reference.
8. Severability. If any term or provision of this Amendment is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Amendment or invalidate or render unenforceable such term or provision in any other jurisdiction.
9. Entire Amendment. This Amendment constitutes the sole and entire agreement of the Parties to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
10. Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. However, no Party may assign its rights or obligations hereunder without the prior written consent of the other Parties, and any purported assignment shall be null and void.
11. No Third-Party Beneficiaries. This Amendment is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Amendment.
12. Amendment and Modification. This Amendment may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.
13. Waiver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Amendment shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
14. Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws of the State of South Carolina without giving effect to any choice or conflict of law provision or rule.
15. Further Assurances. The Parties hereto will use reasonable efforts to implement the provisions of this Amendment as may be reasonably deemed necessary to implement any provision of this Amendment.
16. Construction. The Parties acknowledge that the Parties and their counsel have reviewed and revised this Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Amendment or any exhibits or amendments hereto. Accordingly, this Amendment shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. Whenever required by the context of this Amendment, the singular

shall include the plural and vice versa. When the context so requires, the neuter gender includes the feminine or masculine.

17. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Amendment delivered by DocuSign, facsimile, PDF, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

[EXECUTION ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this instrument under seal, effective as of the Effective Date.

LANDLORD

_____(L.S.)
Myrtle H. Anderson

TENANT

_____(L.S.)
Patrick Carlisle

_____(L.S.)
Natalie Carlisle

COMMISSION

CITY OF AIKEN MUNICIPAL
DEVELOPMENT COMMISSION, a
body politic and corporate and political
subdivision of the State of South Carolina

By: _____
Keith Wood, Chairman

Attest: _____
Tim O'Briant, Secretary

(Seal)