

ORDINANCE NO.: 2009-128

*Authorizing the Interim City Manager to execute a Lease Agreement
between the City of Columbia and Open Living Community, LLC for the lease
of 5406 Farrow Road, (9.90 acres), Richland County TMS #R11612-04-01*

ORIGINAL
STAMPED IN RED

BE IT ORDAINED by the Mayor and City Council this 16th day of December, that the Interim City Manager is authorized to execute a Lease Agreement on a form to be approved by the City Attorney, between the City of Columbia and Open Living Community, LLC for the lease of 5406 Farrow Road, (9.90 acres), Richland County TMS #R11612-04-01 for the sum of One and No/100 (\$1.00) Dollars per year for a term of ninety-nine (99) years.

Requested by:

Mayor and City Council



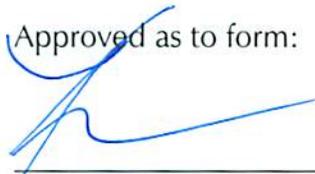
Mayor

Approved by:



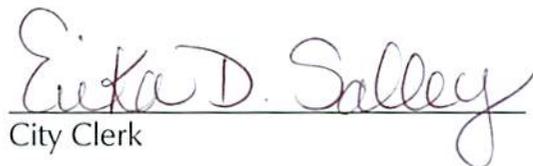
Interim City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 12/9/2009

Final Reading: 12/16/2009

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

LEASE AGREEMENT
(5406 Farrow Road)

THIS LEASE made and entered into as of this 16th day of February, 2010, by and between the City of Columbia (hereinafter called "Lessor"), and Open Living Community, LLC (hereinafter called "Lessee").

WITNESSETH:

WHEREAS, Lessor is the owner of certain lands comprising approximately 9.90 acres, located in the City of Columbia, State of South Carolina, known as 5406 Farrow Road, bearing tax map number R11612-04-01, and being more particularly described in Exhibit "A" hereunto attached and made a part hereof, and Lessee is desirous of leasing said site from Lessor on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the respective undertakings of the parties hereinafter set forth, it is hereby agreed as follows:

1. Definitions. As used herein, the following terms have the following meanings:

A. "Premises" means the land described in Exhibit "A" attached hereto and all easements, licenses, privileges, rights and appurtenances related thereto.

B. "Improvements" means all buildings, structures and improvements now or hereafter situated or erected on the Premises or any part thereof and all fixtures, machinery, equipment, all building equipment, and, without limitation, other property of every kind or nature situated thereon or pertaining thereto or used in connection therewith, excluding only the "Personal Property" (as hereinafter defined) and property owned by third persons who are not, directly or indirectly, controlled affiliates of Lessee.

C. "Personal Property" means the trade fixtures, furniture, furnishings and business equipment now or hereafter located on or used in connection with the Premises or Improvements, which are movable and not attached to the Premises or the Improvements or any part thereof and not necessary for the proper and efficient operation of the Improvements, excluding any property owned by third persons who are not, directly or indirectly, controlled affiliates of Lessee.

D. "Property" means the Premises, the Improvements and the Personal Property.

E. "Taxes" means: All real estate taxes, special assessments, water taxes, excises, levies, license and permit fees and other governmental shares and costs of every kind and nature, general and special, ordinary and extraordinary, foreseen and unforeseen, of any

kind or nature whatsoever (including, but not limited to, assessments for streets, sidewalks, sewers, lights and other improvements and general and special state, county, village, and city taxes, benefit taxes and assessments), and payments in lieu of taxes, which at any time or times prior to or during the "Term" (as hereinafter defined), or at any time or times after the Term but with respect to a period or periods or event or events occurring in whole or in part during the Term, may or shall become a lien on or be assessed, levied, confirmed, imposed upon or become due or payable on or with respect to (a) the Premises, Improvements, Personal Property or any part thereof, (b) the rent, receipts, income or other payments received by or from Lessee or anyone claiming by, through or under Lessee, (c) any use or occupation of the Property or (d) this transaction or any document to which Lessee is a party creating or transferring an interest or estate in the Property;

F. "Sublease" means any lease, sublease, license or concession agreement involving the use or occupancy of the Property or any part thereof (other than this Lease). "Sublessee" means the Person (other than Lessee) that has acquired rights to use or occupancy under a Sublease.

G. "Rent" includes the "Base Rent" and any adjustment thereto, "Special Assessment" (as hereinafter set forth) and any other charges or payments of money due from Lessee in connection with this lease whether or not payable to Lessor.

H. "Leasehold Mortgage" means a mortgage, secured by a first lien on the Lessee's interest under this Lease provided that the holder thereof is an Institutional Mortgagee; the collateral therefor is solely the Lessee's interest under this Lease and such Personal Property as is used or useable at the Property; there are no defaults thereunder which could occur by virtue of a default under a monetary obligation relating to property other than the permitted collateral or under the note secured by the Leasehold Mortgage (the "L.M. Note"); and it provides for regular monthly payments of principal and interest, or of interest only, but in any event, the principal balance of such loan shall never increase over the amount of the original principal balance (the loan is a non-accrual loan).

I. "Leasehold Mortgagee" means the holder of any Leasehold Mortgage at any time.

J. "Affiliates" mean a person controlled by, under common control with or controlling the person in question.

K. "Control" or words of similar import mean the ability of one person to direct the affairs and business of another person.

L. "Person" or "person" shall mean and include an individual, corporation, partnership, unincorporated organization, or government or any agency or political subdivision thereof.

M. "Institutional Mortgagee" means any bank, savings bank or affiliate thereof, investment bank, mortgage conduit, savings and loan association, trust company, credit union of which the borrower is a member, insurance company or governmental entity which is duly authorized to issue a loan secured by an interest in real estate or affiliate thereof, or pension fund, which is then currently extending similarly secured loan commitments.

2. Lease of the Premises. Lessor hereby demises and leases unto Lessee, and Lessee hereby takes and hires from Lessor, the Premises, for and in consideration of the rents, covenants and agreements, and upon the terms and conditions set forth herein, subject to any and all encumbrances, conditions, covenants, easements, restrictions, rights of way, and all other matters of any nature affecting the Premises during the Term (in each case whether or not of record), such matters as may be disclosed by an inspection or survey, and all zoning, land use, subdivision, and all other laws, rules, regulations and judicial or administrative orders now or hereafter applicable to the Premises or any part thereof or any use or occupancy thereof (herein collectively called "Restrictions").

3. Term. The term of this Lease ("Term") shall be ninety-nine (99) years, beginning on the first day of the month following final execution hereof by both parties and terminating at midnight on the last day of the month on the ninety-ninth anniversary of this Lease, subject to earlier termination as herein set forth.

4. Rent. Lessee shall pay to Lessor during the Term a minimum net annual rent ("Base Rent") in an amount set as one (1) dollar (\$1.00) per year, as follows:

A. Rent Commencement Date. The Rent Commencement date shall be the earlier of (a) the first day upon which any portion of the Premises is occupied and Lessee commences its normal business activities, as reasonably determined by Lessor or (b) upon a date mutually agreed to by the parties hereto in writing. If the Rent Commencement Date shall be a day other than the first day of a month, Base Rent due that month shall be apportioned and shall be paid on such Rent Commencement Date. Notwithstanding the foregoing, Lessee's obligations to pay Special Assessment (including without limitation Taxes) and Lessee's other obligations (including without limitation insuring and maintaining the Property) under this Lease are effective on the beginning date of the Term of this Lease.

B. Special Assessments. Lessee shall also pay without notice, except as may otherwise be required in this Lease, and without abatement, deduction or set off, as a special assessment, all sums, impositions, costs, expenses and other payments which Lessee assumes or agrees to pay in any of the provisions of this Lease, and in the event of any nonpayment thereof, Lessor shall have (in addition to all other rights and remedies) all the rights and remedies provided for herein or by law or in equity in the case of nonpayment of Rent.

C. Rent Payments. Payments of Base Rent, Special Assessments and other payments required to be made to Lessor shall be in lawful money of the United States of

America without abatement, offset or deduction, and shall be paid to Lessor at the following address: P.O. Box 147 , Columbia , S.C. 29217; or at such other place as Lessor may designate by notice in writing from time to time and may be made by check or draft payable to the order of such payee, which check or draft must be paid in full when presented. All payments of Base Rent shall be made without notice in equal monthly installments in advance on the first day of each and every month during the Term commencing on the Rent Commencement Date.

D. Late Charge and Interest. If Lessee shall fail to pay any Base Rent or Special Assessment required to be paid by Lessee hereunder within ten (10) days after the due date therefore, each such unpaid amount shall be subject to 1) a one-time late charge equal to five percent (5%) of such unpaid amount to cover Lessor's additional administrative costs resulting from Lessee's failure to pay and not as interest, and 2) interest at the rate of the lesser of the highest rate permitted by law or .065% per day on such unpaid amount for each day or portion of a day that the same shall remain unpaid. Such late charges and interest shall be paid to Lessor together with such unpaid amounts, without further notice to or demand upon Lessee. Such late charges and interest shall be Special Assessment. The payment of the sums set forth in the foregoing provisions shall in no way relieve Lessee of the obligation to pay the monthly installments of Base Rent on or before the first day of each calendar month or Special Assessment when due.

E. Outparcel Development. Prior to the development of the parcels shown on Exhibit "B" as Parcels 2 and 3 (hereinafter "Outparcels") for the purpose of subleasing, assigning, renting or leasing such parcels for valuable consideration, or at any time after such development does in fact sublease, assign, rent, or lease such parcels for valuable consideration, Lessee and Lessor hereby agree to establish through negotiation an "Outparcel Rent" which will be added to the Base Rent established under this Agreement but assigned and classified solely to the outparcel involved. In the event the parties are unable to set an "Outparcel Rent" through negotiation, each party shall select a licensed (in the State of South Carolina) Real Estate Appraiser to establish a fair market value for the "Outparcel Rent" in light of the then current conditions of this Lease, including duration of lease term, as well as development costs and other acceptable factors recognized by such appraisers for determining such values. The parties shall agree to an additional appraiser to establish a fair market value for the "Outparcel Rent" based upon the same general considerations. The average of the appraisals for the "Outparcel Rent" shall be binding on all parties hereto.

5. Use of the Premises.

A. Lessee shall use the Premises for the purpose of constructing and operating thereon buildings, structures and businesses, with related operations, as set forth in the certain Planned Unit Development (hereinafter "PUD"), said PUD to be approved by both parties hereto in writing, with Lessor acting solely in its capacity as owner in such review and not in a legislative capacity, all of the foregoing to the extent permitted by zoning and any other applicable law; and for no other use without Lessor's prior written consent in each

instance, which may be withheld if the proposed use will, in Lessor's sole discretion, be detrimental to the orderly development, operation, property values, health, or safety of that area of the City. In no event shall the Property or any portion thereof be used for the operation of an establishment offering the provision of goods, services, or amusements of a sexually explicit nature. Lessee is hereby obligated to obtain any and all approvals required by law to establish a valid and enforceable PUD running with the term of this Lease. In the event the PUD is not or cannot be attached to the Premises, it shall be incorporated and attached to all leases, assignments, liens, mortgages, rights of use, subleases, or any other document allowing access and right of use as a condition for such access and use.

B. Lessee shall comply with all federal, state, county and municipal laws, regulations and ordinances affecting the Property or any portion thereof and shall procure and maintain in force during the Term all permits, authorizations and licenses necessary for Lessee's use or operation of in the Property or any portion thereof (including, without limitation, the making, placing, maintaining or altering of the Improvements or any portion thereof). Lessee shall not use the Property or any portion thereof for any purpose or use which is in violation of any applicable certificate of occupancy, building permit, or any of the restrictions contained in the PUD. Lessee covenants that neither it nor any assignee nor any sublessee will (a) use or permit to be used any part of the Property for any dangerous or noxious trade or business not directly related to operations of a medically related business permitted under the PUD, (b) transport to or from, dispose of, use, store, handle, or generate any flammable explosives or hazardous or toxic substances on, at, in, or near, the Property not directly related to operations of a medically related business permitted under the PUD, or (c) use the Property for any purpose or business which is noxious or unreasonably offensive because of the emission of noise, smoke, dust or odors or cause or maintain any nuisance in, at or on the Property.

C. Lessee shall hold harmless and indemnify Lessor from and against any claim, penalty, loss, damage, charge, liability or expense (including, without limitation, reasonable attorney's fees) threatened, incurred or imposed for any act or omission in violation of Lessee's covenants and obligations under this paragraph 5 or by reason of any action or proceeding which may be brought against Lessor or the Property in connection with the foregoing.

D. Lessee shall consult during the planning phase and PUD submission to ensure that the envisioned amenities for the property are approved by the Lessor. Such approvals shall not be unreasonably withheld.

6. Utilities. Lessee agrees to make its own arrangements, at Lessee's sole cost and expense, for, and Lessee shall pay or cause to be paid before delinquency all charges, claims, or liens of water, gas, electricity, sewer, telephone service, steam, cable television and any other commodities or services furnished to or for the Premises or the Improvements, or any part thereof, during the Term of this Lease, except as specifically set forth herein.

7. Taxes. As Special Assessment hereunder, Lessee shall pay all Taxes directly to the appropriate authority or authorities before any delinquency thereon shall occur, and shall deliver evidence of payment thereof to Lessor before said delinquency, without demand. All Taxes for or relating to the tax year in which this Lease shall terminate shall be prorated between Lessor and Lessee as of the date of such termination.

Lessee shall have the right, upon prior written notice to Lessor, to contest or review the amount, applicability or validity of any Taxes and all assessments or levies of such Taxes by one or more appropriate lawful proceedings, which, if instituted, shall be diligently conducted by Lessee in good faith at its own cost and expense, and free of any expense to Lessor (all such expenses of Lessor must be paid by Lessee), and, if necessary, in the name of Lessor and Lessor shall, upon the request of Lessee, execute all documents reasonably necessary to accomplish such contest or review. Lessee shall indemnify and hold Lessor harmless from and against all claims arising out of such contest or review conducted by Lessee. If at any time the Property or any part thereof shall then be imminently subject to forfeiture, or if Lessor shall be subject to any criminal liability arising out of the nonpayment of Taxes, Lessee shall, notwithstanding any pending contest or review, either pay such Taxes or post such bonds as the taxing authority may require to prevent such forfeiture or criminal liability.

At Lessor's option, from time to time or at all times, but only after all or any portion of the payments of annual real estate taxes and assessments on the Property are once delinquent for sixty (60) days or more, Lessee will, within thirty (30) days of written notice from Lessor, monthly pay into escrow to Lessor, until further notice from Lessor, an amount reasonably determined by Lessor, in accordance with the provisions of Paragraph 36 below, necessary to cover Lessor discharging Lessee's duties under this Paragraph 7.

8. Insurance. At all times during the Term of this Lease, Lessee shall, at its sole cost and expense, procure and maintain insurance against the hazards and liabilities, and in the amounts hereinafter set forth. At Lessor's option, from time to time or at all times, but only after the Property is not insured as required by this Paragraph 8 on any two occasions throughout the Term of this Lease and Lessee is so notified in writing by Lessor (whether or not Lessee cures such default), Lessee will, within thirty (30) days of written notice from Lessor, monthly pay into escrow to Lessor, until further notice from Lessor, an amount reasonably determined by Lessor, in accordance with the provisions of Paragraph 36 below, necessary to cover Lessor discharging Lessee's duties under this Paragraph 8. Certificates of all policies evidencing such insurance shall be delivered to Lessor, without demand. All policies of insurance provided for herein shall be in such form and include such deductibles, endorsements and waivers and be with such insurance companies as shall be reasonably designated or approved by Lessor in writing, provided that such deductibles, endorsements and waivers shall be comparable to those included in insurance policies for property comparable to the Property in the vicinity of the Property. All such policies shall name Lessor and Lessee as insureds thereunder and shall name the Leasehold Mortgagee, all as their respective interests may appear. All such policies shall provide that the same may not

be canceled or amended without at least thirty (30) days prior written notice being given by the insurer to all insureds thereunder. Such insurance shall include at least the following:

A. Casualty Insurance. Casualty insurance covering the Property, in an amount at least equal to 100% of replacement value, and with stipulated amount full replacement cost or agreed valuation endorsement, without any deduction for physical depreciation of the Improvements. Such "full replacement cost" shall be determined at Lessee's sole cost and expense from time to time (but not more frequently than once in any thirty six (36) calendar months) at the request of Lessor, by an appraiser, engineer, architect or contractor designated by Lessee and approved in writing by Lessor (such approval not to be unreasonably withheld) or if not designated by Lessee within twenty (20) days of request, then designated by Lessor. No omission on the part of Lessor to request any such determination shall relieve Lessee of any of its obligations under this Article. Such policy shall insure against loss or damage by (i) fire, lightning, windstorm, hail, explosion, riot, civil commotion, damage from aircraft and vehicles, and smoke damage, and (ii) such other risks as are customarily covered with respect to improvements similar to the Improvements in the vicinity of the Property determined by Lessor in good faith. Such coverage shall provide for a full waiver of (i) subrogation by the insurer as to any and all claims against Lessor, and its agents, employees, contractors, and Lessees, and (ii) all defenses based upon acts of the insureds or the existence of co insurance. Lessor and Lessee, at the sole cost and expense of Lessee, shall cooperate in adjusting and settling any loss with the insurer under such policy. The amount of any deductible or portion of any loss not covered by said insurance policy shall be paid by Lessee to cover the first costs incurred in repairing or restoring any such loss prior to the distribution of any insurance proceeds as provided in Paragraph 10.

B. Public Liability Insurance. Comprehensive general liability and automobile liability insurance with liability limits at the discretion of the Lessee but in no event less than \$1,000,000.00 limit for bodily injury, personal injury, property damage and products/completed operations per occurrence and \$2,000,000.00 aggregate limit for bodily injury, personal injury, property damage and products/completed operations protecting Lessor (and Lessor's designees) and Lessee, and their respective mortgagees, against any and all claims for damages to person or property or for loss of life, for personal injury or to property occurring upon, in or about the Property.

C. Mandatory Insurance. Any other insurance required by any applicable ordinance, law or governmental regulation.

D. No Work Without Insurance. Lessee shall not make any alterations, repairs or installation, or perform Lessee's Work or other work to or on the Property unless prior to the commencement of such work Lessee shall obtain (and during the performance of such work keep in force) builder's risk, public liability and worker's compensation insurance to cover every contractor to be employed, and any other insurance reasonably required by Lessor. Prior to commencement of such work, Lessee shall deliver originals or certificates of such insurance policies to Lessor as required by this Lease.

9. **No Warranties by Lessor.** Lessee acknowledges that Lessee has full knowledge of all matters pertaining to the Premises, including, but not limited to, the condition of title to the same and the physical condition of the same, and that Lessee is leasing the Premises "AS IS" and Lessor shall not be required to perform any work or furnish any materials in connection with the Property except as specifically stated herein. Lessor makes no warranty of any kind or nature, express, implied or otherwise, or any representations or covenants of any kind or nature in connection with the title to or condition of the Premises or any part thereof, and Lessor shall not be liable for any latent or patent defects therein or be obligated in any way whatsoever to correct or repair any such latent or patent defects. Without limiting the above, Lessee acknowledges and agrees that neither Lessor, nor any brokers, any agents, employees or representatives of Lessor have made any representations or warranties on which Lessee is relying as to matters concerning the Premises including, without limitation, the land, improvements, development rights, taxes, bonds, permissible uses, covenants, conditions and restrictions, water or water rights, topography, utilities, zoning, soil, subsoil, the purposes for which the Premises are to be used, drainage, environmental or building laws, rules or regulations or any other representations or warranties of any nature whatsoever, and Lessee hereby assumes all risks relating to any of the foregoing and to all matters relating to the use and occupancy of the Premises, whether known or unknown, or foreseeable or unforeseeable. In the event that Lessee is unable to secure appropriate title insurance insuring the validity of its lease interest absent some representation or statement by Lessor, Lessor will cooperate and provide such representations which are reasonably required to insure the property. Lessee reserves the right to terminate this Lease without recourse from Lessor in the event it is unable to secure title insurance or other acceptable security concerning the title of the Lessor to the subject property.

10. Construction, Restoration, and Maintenance.

A. No later than 180 days following final execution of this Lease, Lessee shall commence and thereafter diligently prosecute to completion the construction on the Premises, at Lessee's sole cost and expense, of improvements generally as outlined at Exhibit "C", attached hereto and made a part hereof. All construction performed by Lessee under this Paragraph 10A shall be subject to the provisions of Paragraph 11 hereof. Failure to commence or thereafter diligently prosecute to completion such construction shall constitute a default under this lease.

B. If the Property or Leasehold is not encumbered by any unpaid mortgage, and if the Property, or any part thereof, is damaged or suffers loss (other than ordinary wear and tear) at any time by reason of any matter or thing whatsoever, foreseen or unforeseen, insured or uninsured, including, but without limitation on the generality of the foregoing, any fire, earthquake or other calamity, Lessee, at its own cost and expense, and whether or not the insurance proceeds, if any, shall be sufficient for the purpose, shall proceed with all reasonable diligence and speed (considering the availability of labor and materials) to obtain all necessary governmental permits for such repair or restoration and thereafter to repair,

replace and restore the Property as nearly as possible to the same value, condition and character as existed immediately prior to such damage or loss. Lessee shall be entitled to use any proceeds of the insurance provided for in Paragraph 8 hereof payable with respect to such damage or loss for the purpose of accomplishing said restoration (but the payment of such insurance shall be subject to such conditions [including, but not limited to, the disbursement of such proceeds as the work progresses from a bank account requiring the signatures of both Lessor and Lessee] as shall reasonably satisfy Lessor that such insurance proceeds shall be used only for the purpose of effecting such restoration). Any excess insurance proceeds remaining after such restoration is completed to the satisfaction of the Lessor shall belong to Lessee.

C. If the Property or Leasehold is encumbered by any unpaid mortgage, and if the Property, or any part thereof, is damaged or suffers loss (other than ordinary wear and tear) at any time by reason of any matter or thing whatsoever, foreseen or unforeseen, including, but without limitation on the generality of the foregoing, any fire, earthquake or other calamity, Lessee shall, at its own cost and expense shall proceed with all reasonable diligence and speed (considering the availability of labor and materials) to obtain all necessary governmental permits for such repair or restoration and thereafter repair, replace and restore the Property as nearly as possible to the same value, condition and character as existed immediately prior to such damage or loss. Lessee shall be entitled to use any proceeds of the insurance provided for in Paragraph 8 hereof payable with respect to such damage or loss for the purpose of accomplishing said restoration (but the payment of such insurance shall be made to the Leasehold Mortgagee who shall disburse the same only as restoration work progresses as evidenced by architect's certificates.) Any excess insurance proceeds remaining after such restoration is completed to the mutual satisfaction of the Lessor and the Leasehold Mortgagee shall be applied first to the unpaid principal balance and accrued interest of the Leasehold Mortgagee and second shall pay over the balance to the Lessee. Provided however, that Lessee shall not be obligated to repair or restore the property at a cost in excess of the insurance proceeds, providing Lessee had adequately insured the Property pursuant to Paragraph 8 above.

Provided, however, that in the event the Leasehold Mortgage is in default at the time of the damage or loss to the Property, the Leasehold Mortgagee may at its option apply the insurance proceeds first to the unpaid principal balance and accrued interest due under the Leasehold Mortgage and second shall pay over the balance to the Lessor, unless Lessor shall cure the default of the Lessee pursuant to Paragraph 18, in which case the Property shall be restored and the insurance proceeds used as provided above as if there had been no default by the Lessee under the Leasehold Mortgage.

D. Lessee, at its own cost and expense, shall keep and maintain the Property in good, clean, safe and sanitary state of decor, repair and condition and as otherwise required by this Lease and in accordance with the Design Criteria set forth in Exhibit "D ", attached hereto and made a part hereof. Lessee shall perform all decorating, repairs and replacements necessary to accomplish the foregoing obligations, whether foreseen or

unforeseen, structural or nonstructural, ordinary or extraordinary. Lessee will not take any action or omit to take any action required of Lessee hereunder, the taking or omission of which adversely impairs the value or usefulness of the Property or causes waste with respect thereto. When used in this Lease, the term "repairs" shall include all necessary replacements, renewals, alterations, additions and betterments. All repairs made by Lessee shall be equal in quality and class to the original Lessee's Work.

E. (1) Lessor shall have no obligation to make any repairs, decorating, replacements, restorations, alterations, additions or improvements whatsoever in or about the Property or any part thereof, or to restore the same or any part of the same in the event of its loss, destruction or damage unless such loss, destruction or damage is solely due to the fault of the Lessor, and Lessee hereby waives any right it may have to make repairs at the expense of Lessor.

(2) Lessor, its employees, agents and servants may at all reasonable times and from time to time, with prior notice to Lessee (but without notice in case of emergency as determined by Lessor in good faith), enter the Premises or the Improvements or any part thereof for the purpose of inspecting, surveying, measuring or preserving the Property or any part thereof or, at the option of Lessor, and without obligation on its part so to act, to make or perform the repairs and restoration or other work required of Lessee hereunder in the event of Lessee's failure to do so; provided, however, that before making or performing any such repairs or restoration or other work, Lessor shall first give Lessee fifteen (15) days written notice thereof (but without notice in case of emergency as determined by Lessor in good faith), and any such work done by Lessor shall be conducted in a manner reasonably designed to minimize any interference in the operation of the Property which might be caused thereby.

(3) In the event Lessee fails for any reason (i) to apply for and diligently pursue the obtaining of any necessary governmental permits for the performance of its obligations under this Paragraph 10 within ten (10) days after written notice from Lessor to do so, or (ii) commence performance of any of its obligations under this Paragraph 10 within ten (10) days after obtaining any necessary permits therefor from the appropriate governmental agencies (if such permits are necessary for the work required to be performed) or (iii) to commence performance of any of its obligations under this Paragraph 10 within ten (10) days after written notice from Lessor to do so (if such permits are not required), THEN, in addition to any other remedies of Lessor hereunder for such failure, Lessor may make or perform the necessary restoration or repairs (and may use any proceeds of the insurance provided for in Paragraph 8 hereof for such purposes, superseding any right of Lessee or any mortgagee therefor), and Lessee shall pay to Lessor the cost thereof, as Special Assessment (in excess of such net insurance proceeds used for such purpose), on the date when the next installment of Base Rent falls due; but the making of such restoration or repairs by Lessor shall in no event be construed as a waiver of Lessor's right to require Lessee to keep the Property in repair and to restore the same in the event of its damage or loss as provided in

this Lease. All work performed by Lessee under this Paragraph 10 shall be performed in accordance with the provisions of Paragraph 11 hereof.

11. Manner of Performance of Lessee's Work. All repairs, maintenance, restoration, construction, reconstruction, demolition, removal, replacement and alteration of the Property or any part thereof required or permitted to be made by Lessee under this Lease (collectively hereinafter called "Lessee's Work"), including the construction of the Improvements by Lessee, shall be made in accordance with the following:

A. Lessee shall comply with all applicable laws, ordinances, rules and regulations (including, but not limited to, all safety rules and regulations) relating to or governing the Lessee's Work and, without limitation on the generality of the foregoing, shall procure and maintain all permits and authorizations required to be obtained from any governmental authority in connection therewith.

B. All Lessee's Work shall be performed diligently and in a good and workmanlike manner, free from defects of any kind and nature, and free from liens or claims of any kind and nature except as permitted herein.

C. Lessee shall maintain a complete set, in a form acceptable to Lessee from its contractors and builders, of structural, mechanical and similar plans and specifications with respect to the improvements described in Paragraph 10A and any other of Lessee's Work and a survey showing the location of all improvements on the Premises and shall, upon written request of Lessor, deliver a copy thereof to Lessor, at no cost to Lessor. Lessee shall also deliver to Lessor, upon written request of Lessor and at no cost to Lessor, a copy of any and all other reports which Lessee may have related to the Property, including, but not limited to, environmental surveys and assessments.

D. All Lessee's Work shall be commenced promptly after Lessee has obtained all necessary permits and approvals. Lessee shall perform all work in accordance with the approved specifications and working drawings and prosecute the work diligently to completion. Lessee shall secure all sign-offs and final certificates from appropriate authorities.

E. Any work performed under this provision must comply with the terms and conditions of the PUD referenced herein.

12. Indemnity. Lessee shall hold harmless and indemnify Lessor from and against any claim, penalty, loss, damage, charge, liability or expense (including, without limitation, reasonable attorney's fees, both at trial and on any appeal or up to any settlement), threatened, sustained or incurred by reason of, directly or indirectly, (a) the death or loss of or damage or injury to person or property resulting from or caused by or claimed to have resulted from or been caused by: (i) the construction, use, operation, condition or lack of repair of the Property or any real or personal property at any time or times thereon, or (ii)

any act or thing done or omitted to be done by Lessee, its agents, employee, servants, invitees, or, without limitation, any other person or persons other than Lessor or its employees; or (b) any failure on the part of Lessee to perform or comply with any of Lessee's covenants, obligations or liabilities hereunder; or (c) any syndication or other securities offering made by, or on behalf of Lessee in connection with the Property or this Lease or (d) any storage, handling or disposal of any flammable explosives, hazardous or toxic substances on or from the Premises, or any leakage or contamination attributable to any underground tanks or other equipment whether formerly situated on the Premises or to be placed on the Premises by or at the direction of Lessee.

Lessor shall hold harmless and indemnify Lessee from and against any claim, penalty, loss, damage, charge, liability or expense (including, without limitation, reasonable attorney's fees, both at trial and on any appeal or up to any settlement), threatened, sustained or incurred by reason of, directly or indirectly, the actions or omissions, relating to the Premises, of Lessor, its agents, employees acting in official capacity, invitees and guests.

13. Interference. Except as otherwise provided herein, Lessee shall have no claim against Lessor for any damage, should Lessee's possession of the Premises or any part thereof be disturbed or interfered with or affected in any manner by reason of the acts or omissions of any person, or by reason of the enactment or adoption of any law, ordinance or regulation or by reason of any other act of any governmental authority outside of the control of the Lessor. The foregoing shall not limit Lessor's liability for Lessor's wrongful interference with the rights of Lessee under this Lease or Lessor's breach of this lease.

14. Liens. Lessee shall at all times keep the Property, Lessee's leasehold interest under this Lease, and the rents, issues and profits of the Property or any part thereof, free and clear of all liens and claims for services, labor or materials supplied or claimed to have been supplied to Lessee or to or in connection with the Property, or any part thereof, and free and clear of all attachments, executions, levies, mortgages (except as expressly provided in Paragraph 17 herein), conditional sale agreements, or chattel mortgages, and Lessee shall not suffer any other matter or thing whereby the estate, rights, and/or interests of Lessor in the Property, or any part thereof, might be impaired. In the event of the filing or levy of any such lien, claim, attachment, execution or stop notice, Lessee shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or as otherwise approved by Lessor, provided in all events the procedure used is acceptable to Lessor's title insurance company so that said title insurance company would, without additional premium or cost, remove any exception for such encumbrance from any title insurance policy that it might thereafter issue. If Lessee shall fail to cause such lien or encumbrance to be discharged within the period aforesaid, Lessor may (in the exercise of its self-help rights under this Lease), but shall not be obligated to, discharge such lien or encumbrance either by paying the amount claimed to be due or by procuring the discharge of such lien or encumbrance by deposit, bonding or other proceedings, and in any such event, Lessor shall be entitled, if Lessor so elects, to compel the prosecution of an action for the foreclosure of such lien by or

as the lienor and to pay the amount of judgment in favor of such lienor with interest, costs and allowances. Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to or repair of the Property or any part thereof, nor as giving Lessee any right, power or authority to contract for or permit the rendering of such services or the furnishing of any materials that would give rise to the filing of any lien against the Property or any part thereof and Lessee, for itself and Lessee's Agents. Lessee agrees that the fund for the payment of any mechanic's liens shall consist solely of the Lessee's leasehold interest herein and Lessee's interest, subject to this Lease, in and to the Improvements situate on, or to be situate on, the Premises and shall not accrue against the fee of the land.

15. Alterations Required by Law. If any alterations, additions, improvements, repairs or renewals shall be required in or to the Property or any part thereof by any laws, ordinances, or regulations, or by any restrictions, the same shall be done by and the cost thereof borne by Lessee, subject to the provisions of Paragraph 11. This provision shall not apply to actions taken directly by Lessor as a governmental entity which are shown to specifically and unreasonably impact the subject property.

16. Condemnation.

A. If, as a result of the exercise of the power of eminent domain or a conveyance in lieu thereof (hereinafter in this Article referred to as a "Proceeding"), the entire Property or all of the Improvements shall be taken, this Lease and all right, title and interest of the Lessee hereunder shall cease and come to an end on the earlier of the date on which possession is taken by the condemning authority or the date of vesting of title pursuant to such Proceeding. All sums, including damages and interest, awarded in such Proceeding for the fee or leasehold or both shall be paid to the Leasehold Mortgagee in escrow if a Leasehold Mortgage is then outstanding, otherwise jointly to the Lessor and Lessee, and applied in payment of the following items in order of priority:

(1) All real and personal property taxes constituting a lien on the Premises or Improvements then due and payable shall be paid.

(2) Leasehold Mortgagee, if any, shall receive the amount of any outstanding principal and accrued interest thereon from the portion of the award attributable to the value of the leasehold interest in the Premises and of the Lessee's present interest in the Improvements, subject to this lease.

(3) Lessor shall receive the portion of the award attributable to the value of the Premises taken, valued as unimproved land exclusive of any Improvements, and as encumbered by this Lease, and the value of Lessor's reversionary interest in the Improvements.

(4) Subject to the rights of any Leasehold Mortgagee as provided above, Lessee shall receive the portion of the award or the balance of the award attributable to the value of the leasehold interest in the Premises under this Lease as well as the value of Lessee's present interest in the Improvements, subject to this Lease.

(5) Lessor shall receive any expenses or disbursement reasonably paid or incurred by it in connection with the condemnation proceedings.

(6) Lessee shall receive any expenses or disbursements reasonably paid or incurred by it in connection with the condemnation proceedings.

B. If less than the entire Improvements shall be taken in any Proceeding, this Lease shall terminate as to the portion of the Improvements so taken and the portion of the Premises which is taken in connection therewith on the earlier of the date on which possession is taken by the condemning authority or the date of vesting of title pursuant to the Proceeding. In the event, and only in the event, that the remainder of the Improvements and the Premises not so taken cannot reasonably or practicably be repaired or reconverted so as to permit the use thereof by Lessee for the purposes permitted hereunder, this Lease shall terminate as to such remainder of the Improvements and the Premises on the earlier of the date on which possession is taken by the condemning authority of the condemned portion of the Improvements and Premises or the date of vesting of title to said portion of the Improvements and the Premises pursuant to such Proceeding. Lessor shall initially determine whether or not the portion of the Improvements and Premises not taken can be repaired or reconverted as provided above, and shall notify Lessee in writing of its determination within thirty (30) days after the date on which Lessor receives notice that the taking has been confirmed by a court whose order is not appealable (or the time for which appeal has lapsed). If Lessee disagrees with Lessor's determination, then Lessee shall notify Lessor thereof within fifteen (15) days after Lessor has so notified Lessee. If, within fifteen (15) days after Lessee has so notified Lessor or Lessee's disagreement with Lessor's determination, the parties cannot mutually resolve their disagreement on this issue, the parties agree to non-binding mediation prior to any legal action, such mediator being agreed upon by both parties. The costs of the mediation shall be evenly divided between the parties. If this lease is terminated as herein provided, then all sums, including damages and interest awarded for the fee or leasehold or both shall be paid to the Leasehold Mortgagee in escrow if a Leasehold Mortgage is then outstanding, otherwise jointly to the Lessor and Lessee, and applied in payment of the following items in order of priority:

(1) All real and personal property taxes constituting a lien on the Premises or Improvements then due and payable shall be paid.

(2) Leasehold Mortgagee, if any, shall receive the amount of any outstanding principal and accrued interest thereon from the portion of the award attributable to the value of the leasehold interest in the premises and of the Lessee's present

interest in the improvements, subject to this lease, unless Leasehold Mortgagee shall, at its sole option, consent that it may be applied to restore the improvements in which event Leasehold Mortgagee shall not be required to expend more than the award for improvements and leasehold interest, for such restoration.

(3) Lessor shall receive the portion of the award attributable to the value of the Premises taken, valued as unimproved land exclusive of any Improvements, and as encumbered by this Lease, and the value of Lessor's reversionary interest in the Improvements.

(4) Subject to the rights of any Leasehold Mortgagee as provided above, Lessee shall receive the portion of the award or the balance of the award attributable to the value of the leasehold interest in the Premises under this Lease as well as the value of Lessee's present interest in the Improvements, subject to this Lease.

(5) Lessor shall receive any expenses or disbursements reasonably paid or incurred by it in connection with the condemnation proceedings.

(6) Lessee shall receive any expenses or disbursements reasonably paid or incurred by it in connection with the condemnation proceedings.

C. If less than the entire Improvements shall be taken in a Proceeding and this Lease shall not be terminated as provided in Paragraph 16B above, this Lease shall terminate only as to the portion of the Improvements taken and the portion of the Premises which is taken in connection therewith on the earlier of the date on which possession is taken by the condemning authority or the date of vesting of title pursuant to the Proceeding. In any such case, Lessee covenants and agrees, at Lessee's sole cost and expense, but not at a cost and expense in excess of any awards payable with respect thereto, promptly, and pursuant to the provisions of Paragraph 11, to restore those portions of the Improvements and the Premises not so taken to a complete architectural unit for the use and occupancy of the Lessee as permitted hereunder. If less than the entire Improvements shall be taken in any Proceeding, all sums, including damages and interest, awarded in the Proceeding for the fee or leasehold or both shall be applied first to the cost of restoring the Improvements, subject to the satisfaction of such reasonable disbursement conditions as Lessor and Lessee may mutually agree shall be required or in the event there is a Leasehold Mortgage outstanding, the award shall be payable to the mortgagee and disbursed as work progresses as evidenced by architect's certificates, except that if such mortgage is then in default, Leasehold Mortgagee shall have the right to apply the award attributable to the Improvements and leasehold interest first to its mortgage, unless Lessor shall exercise its right to cure. Any balance of such sums so awarded shall be applied as follows:

(1) Leasehold Mortgagee, if any, shall receive the amount of any outstanding principal and accrued interest thereon from the portion of the award attributable to the value of the leasehold interest in the Premises and of the Lessee's present

interest in the improvements, subject to this lease (but reduced by the portion, if any, applied to the restoration of the improvements).

(2) Lessor shall receive the portion of the award attributable to the value of the Premises taken, which shall be determined as unimproved land exclusive of any Improvements and as encumbered by this Lease, and the value of Lessor's reversionary interest in the Improvements taken.

(3) Subject to the above rights of any Leasehold Mortgagee, Lessee shall receive the portion of the award attributable to the value of the leasehold interest in the Premises under this Lease as well as the value of Lessee's present interest in the Premises subject to the Lease (but the amounts payable to Lessee under this subparagraph (3) shall be reduced by the portion of the award which is applied to the cost of restoring the Improvements).

(4) Lessor shall receive any expenses or disbursements reasonably and necessarily incurred or paid by it in connection with the condemnation proceedings.

(5) Lessee shall receive any expenses or disbursements reasonably and necessarily incurred or paid by it in connection with the condemnation proceedings.

If less than the entire Improvements shall be taken in any Proceeding and this Lease shall not terminate under Paragraph 16B, then, as of the earlier of the date on which possession is taken by the condemning authority or the date of vesting of title pursuant to the Proceeding, the Base Rent shall be reduced by an amount based upon the proportion which the net rentable square footage of the Improvements after the taking bears to the total net rentable square footage of the Improvements prior to the taking.

D. If a portion of the Premises, but no portion of the Improvements, is taken in a Proceeding, the provisions of this subparagraph shall apply. If less than twenty percent (20%) of the surface of the Premises, exclusive of the portion of the surface of the Premises covered by the Improvements and supporting infrastructure, is taken, this Lease shall terminate with respect to the portion so taken and the Base Rent and Special Assessment payable hereunder shall not be reduced. If more than twenty percent (20%) of the surface of the Premises, exclusive of the portion of the surface of the Premises covered by the Improvements, is taken, this Lease shall terminate with respect to the portion so taken and the Base Rent shall be reduced from the date of the taking by an amount determined by Lessor based on the degree to which such taking interferes with Lessee's normal use of the Premises as permitted hereunder. Lessor shall notify Lessee of such amount in writing. If Lessee disagrees with such amount, then Lessee shall notify Lessor thereof within fifteen (15) days after Lessor has so notified Lessee. If, within fifteen (15) days after Lessee has so notified Lessor, the parties cannot mutually resolve their dispute on this issue, the parties agree to non-binding mediation prior to any legal action, such mediator being agreed upon by both parties. The costs of the mediation shall be evenly divided between the parties. In

connection with any taking described in this Paragraph, the Lessor shall be entitled to and shall receive the award made in any Proceeding for direct damages, and Lessee hereby assigns such award to Lessor, and Lessee shall be entitled to and shall receive the award made for consequential damages and Lessor hereby assigns such awards to Lessee.

E. If the use or occupancy of the Premises or any portion thereof shall be temporarily taken by any governmental authority, civil or military, or by any entity having the power of eminent domain, then this Lease shall continue in full force and effect, and Lessee shall continue to pay in full all Base Rent, Special Assessments and all other sums due hereunder. In the event of any such temporary taking, Lessee shall be entitled to receive that portion of any award which represents compensation for the use or occupancy of the Premises during the remaining portion of the Term, and Lessor shall be entitled to receive that portion of any award which represents the cost of restoration of the Premises and the use and occupancy of the Premises after the end of the Term.

F. None of the provisions of Section 16 hereof shall apply if the City of Columbia is the condemning authority and the portion of the Premises being condemned is undeveloped and not supporting the developed portion of the Premises through parking or other related services at the time of such condemnation. In such case, the Lessee and any sub-Lessee thereof shall be deemed to have no interest in the Premises and Improvements and shall not be entitled to an award based upon any such condemnation action or under the theory of inverse condemnation. Lessee hereby acknowledges the City of Columbia's right to condemn the property for public use without violating the terms and conditions of this Lease Agreement and without causing damage to Lessee for any portion of the Premises not developed and not supporting the developed portion of the Premises through parking or other related services at the time of such condemnation at the time of the condemnation.

17. Assignment, Subletting, and Mortgage of Lessee's Interests. Lessee shall not assign, sublet, or mortgage Lessee's interest or interest in the improvements except as hereinafter provided. Any assignment or sublease under this provision which would have the effect of abating or eliminating real property taxes on the leasehold interest must be approved by Lessor in advance in writing.

A. Assignment.

(1) Lessee shall not assign or otherwise transfer this Lease or any part thereof or interest therein, or permit the same to be assigned or otherwise transferred, voluntarily or involuntarily, by operation of law or otherwise, except (1) as collateral for the repayment of a loan from an Institutional Lender which is also secured by a mortgage on the Lessee's interest in the Premises and Improvements or in the form of a deed in lieu of foreclosure or Foreclosure Referee's Deed to the mortgagee or (2) with the prior written consent of the Lessor. This provision specifically does not cover or touch inter-corporate transfers or other transfers to related corporate entities nor does it cover transfers or assignments in favor of financial institutions.

(2) Lessee shall supply to Lessor an executed counterpart of any such assignment, in recordable form, in form and content reasonably acceptable to the Lessor, under which the assignee shall have assumed this Lease and agreed to perform and be bound by the covenants and conditions of this Lease required to be performed and observed by Lessee. Upon such assignment and consent by Lessor, Lessee shall be relieved from its obligations hereunder.

(3) Lessee shall pay the reasonable costs and expenses of Lessor in connection with the granting or withholding by Lessor of its consent to any assignment, including, without limitation, reasonable attorney's fees. If Lessor shall at any time consent to one or more assignments or transfers, it shall not thereafter be precluded from withholding its consent to any one or more further assignments or transfers.

B. Subleases. Lessee is hereby strictly prohibited from subletting all or any portion of the Property as defined in paragraph 1.D. above without the prior written consent of the Lessor in each instance, which consent may not be unreasonably withheld. Any such sublease shall be fully executed, in form and content reasonably acceptable to the Lessor, under which the sub-Lessee shall have agreed to perform and be bound by the covenants and conditions of this Lease required to be performed and observed by the original Lessee.

C. Leasehold Mortgages.

1) Lessee, may from time to time during the term of this Lease mortgage, hypothecate, or encumber, in whole or in part, its leasehold estate, subject to Lessor's prior written consent, which shall not be unreasonably withheld or delayed, and which consent shall not be withheld provided in each case that:

(a) The holder of the Leasehold Mortgage shall be an Institutional Lender whose lending activities are regulated or supervised by an agency of the federal government or the State of South Carolina, with a minimum tangible net worth (i.e. net worth less intangible assets such as goodwill, trade names, patent rights and the like) or capital and surplus, at the time of such encumbrance or hypothecation, of not less than the minimum net worth required to be maintained by such lender under any applicable regulations of the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, or any other applicable federal or state governmental agency;

(b) In no event shall Lessor be required to encumber or subordinate its fee title to the Premises or any part thereof or interest therein for any reason;

(c) The Leasehold Mortgage shall not prohibit the disposition and application of insurance proceeds and condemnation awards as provided herein;

(d) The Leasehold Mortgage shall encumber only the Lessee's interest as Lessee in the Property;

(e) The Lessee or holder of the Leasehold Mortgage shall promptly deliver to the Lessor, in the manner herein provided for the giving of notice to Lessor, a true copy of the Leasehold Mortgage and any assignment thereof, and shall notify the Lessor of the address of the holder of the Leasehold Mortgage to which notices from the Lessor may be sent; and

(f) Until such time as construction of the Improvements contemplated by this lease is complete, all of the proceeds from any loan secured by the Lessee's interest in the Property shall be utilized in connection with the development and construction of such improvements.

Lessor's consent under this subparagraph 17 shall be deemed to have been given if Lessor does not respond to Lessee's written request for Lessor's consent within ten (10) days of Lessor's receipt of such request accompanied by all information reasonably necessary to consider.

2) If Lessee shall mortgage the its leasehold interest as permitted herein, as long as any such leasehold mortgage shall remain unsatisfied of record, the following provisions shall apply, notwithstanding anything to the contrary contained in this Lease, and any pertinent provisions of this Lease shall be deemed to be amended and modified to the extent necessary so as to provide as follows:

(a) The holder (the "Leasehold Mortgagee") of any leasehold mortgage on the leasehold interest (but only the holder of a first leasehold mortgage if there is more than one leasehold mortgage) shall register with Lessor its legal name and address in writing. Lessor, on serving Lessee any notice of default, notice of a matter on which Lessor may predicate or claim a default, or any other notice pursuant to the provisions of, or with respect to, this Lease, shall at the same time serve a duplicate counterpart of such notice on the then Leasehold Mortgagee by certified mail, return receipt requested, addressed to the Leasehold Mortgagee at the address registered with Lessor, and no notice by Lessor to Lessee hereunder shall be deemed to have been duly given to Lessee unless and until such duplicate counterpart thereof has been so served on the Leasehold Mortgagee.

(b) Lessor agrees to provide the Leasehold Mortgagee, and any other lien holder and/or mortgagee who submits a written request with the Lessor for notice with respect to any default, with notice of any default hereunder by Lessee by certified mail, return receipt requested, addressed to the Leasehold Mortgagee at the address registered by Leasehold Mortgagee with Lessor and Lessee agrees not to terminate this Lease as a result of a default by Lessee hereunder without the prior written consent of such Leasehold Mortgagee.

(c) The Leasehold Mortgagee shall have the right, within the period and otherwise as herein provided, to remedy or cause to be remedied any default or matter on which Lessor

may predicate or claim a default noticed by Lessor, and Lessor shall accept such performance by or at the instigation of the Leasehold Mortgagee as if the same had been performed by Lessee. Lessee constitutes and appoints the Leasehold Mortgagee as Lessee's agent and attorney-in-fact with full power, in Lessee's name, place and stead, and at Lessee's cost and expense, to perform any of Lessee's obligations according to the provisions of this Lease. In this regard, the Leasehold Mortgagee is irrevocably granted full and complete access and right of entry to the Premises by Lessor and Lessee for purposes of curing any non-monetary default of Lessee declared to exist by Lessor under the terms of this Lease.

(d) During such time as the Leasehold Mortgage Interest of any Leasehold Mortgagee remains unsatisfied of record, and provided Leasehold Mortgagee notifies Lessor within thirty (30) days after receipt from Lessor of any notice of default by Lessee that Leasehold Mortgagee wishes to reserve the right to cure, Lessor shall not terminate this Lease or evict the Lessee as a result of any default by Lessee hereunder if before the expiration of ninety (90) days after the date of service of notice of default under this Lease, the Leasehold Mortgagee shall have cured or caused to be cured such event of default; provided, however, that:

(i) in the event any non-monetary default is not cured or caused to be cured by the Leasehold Mortgagee prior to the expiration of the ninety (90) day period specified herein, the default shall nevertheless be deemed cured if within said ninety (90) day period the Leasehold Mortgagee commences or causes to commence curative action and the same is continued to completion with reasonable diligence;

(ii) nothing herein contained shall in any way affect, diminish, or impair Lessor's right during said ninety (90) day period to pursue any remedy specified herein other than termination of this Lease or eviction of the Lessee, subject, however, to all of the provisions hereof;

(iii) if the Leasehold Mortgagee, after use of its good faith reasonable efforts, is unable to cure any default which exists under this Lease within the aforesaid ninety (90) day period as a result of any bankruptcy proceeding, court order or the unenforceability or potential unenforceability of any self-help provisions provided for in this Lease or in the Leasehold Mortgagee's respective loan documents, the Lessor shall not terminate this Lease or seek to evict the Lessee even after the ninety (90) day period otherwise specified herein has expired so long as: (1) the Leasehold Mortgagee provides Lessor with a written undertaking to promptly cure the subject default as soon as the Leasehold Mortgagee is permitted to do so; (2) a letter of credit, surety bond or financial guarantee acceptable to Lessor is deposited in trust with Lessor to assure Lessor that the subject default will be so cured; (3) the Leasehold Mortgagee diligently and continuously seeks to obtain appropriate legal relief to permit it to cure the subject default, including proceeding with foreclosure to the extent permitted to do so; and (4) the Leasehold Mortgagee promptly proceeds to cure the subject default as soon as it is permitted to do so.

(e) The parties hereto shall give the Leasehold Mortgagee written notice of any condemnation proceedings affecting the Demised Premises. The Leasehold Mortgagee shall have the right to intervene and be made a party to any such condemnation proceedings and the parties hereto hereby consent that the Leasehold Mortgagee may be made such party or intervenor.

(f) Except as otherwise expressly provided herein, no Leasehold Mortgagee shall be liable to perform any of Lessee's obligations under this Lease.

(g) This Lease shall not be modified, surrendered or cancelled by Lessee (whether pursuant to the terms of this Lease or otherwise), nor shall the Lessor accept a surrender of this Lease, without the prior written consent of the Leasehold Mortgagee, nor shall any merger result from the acquisition by, or devolution upon, any one entity of the fee and leasehold estates in the Demised Premises so long as any Leasehold Mortgage Interest remains in existence; provided, however, that nothing contained in this paragraph shall diminish the rights otherwise expressly provided to Lessor herein upon the occurrence of any event of default.

(h) Notwithstanding anything herein to the contrary, Lessor agrees, in the event of a foreclosure by the Leasehold Mortgagee on its Leasehold Mortgage Interest that it will permit the assignment of the Leasehold Interest by the Leasehold Mortgagee to such person or persons as Leasehold Mortgagee may reasonably select and consistent with applicable law, provided the Leasehold Mortgagee or its assignee cures all curable defaults and pays all costs and expenses incurred by Lessor due to Lessee's default. Notwithstanding any other provision of this Lease to the contrary, nothing shall limit the right of any third party purchaser of the Leasehold Interest at a judicial foreclosure sale to succeed to the rights of Lessee under this Lease, provided however, that any third party purchaser shall purchase the Leasehold Interest in an "as is" condition, and would be responsible for curing all existing defaults. No such assignment shall be given absent written approval by Lessor of any proposed change in use of the Demised Premises. Lessor shall not unreasonably withhold such approval.

3) Proceeds from Assignment or Refinance. The parties agree that the Lessor shall be entitled to receive as Special Assessment any of the following which occur after the tenth (10th) year of lease term: (i) two percent (2%) of the Gross Proceeds on Assignment or Finance or (ii) five percent (5%) of the "Net Refinancing Proceeds" or of the "Net Proceeds on Assignment" (as defined below), whichever sum is the greatest. The Lessor hereby waives this provision for any such transaction which is required by an existing loan document or does not increase the actual existing debt on the Premises.

(a) For purposes of this Lease, "Net Refinancing Proceeds" means the proceeds received by or on behalf of Lessee from the refinancing of any loan or loans secured directly or indirectly by a mortgage lien on Lessee's leasehold estate (or the revenues from the leasehold estate) or directly or indirectly by a security interest in one or more membership interests in Lessee, and the proceeds of any one or more loans to Lessee secured by a

subordinate lien on the Lessee's leasehold estate or subordinate security interest in one or more membership interests in Lessee more than one year after the Rent Commencement Date, net of (i) unaffiliated bona fide third party expenses which in amount and category are customary, reasonable and incident to such refinancing(s), (ii) amounts paid in satisfaction of any bona fide indebtedness secured by an outstanding Leasehold Mortgage being refinanced, (iii) the costs and expenses of new construction, renovation or repair of Improvements situated on the Premises which are permitted under this Lease, which costs are evidenced by a binding third party contract to perform such work, and which, at the closing of such financing, are to be commenced and financed by said loan and (iv) real property transfer gains tax, if any.

(b) For the purposes of this Lease, "Net Proceeds on Assignment", means the proceeds received by or on behalf of the Lessee upon a transfer for value of the Improvements and simultaneous assignment of this Lease as permitted by Paragraph 17 or upon subletting of all of the Property.

(c) All amounts due Lessor under this subparagraph shall be payable upon receipt by Lessee or upon receipt by a member of Lessee of the proceeds of any refinancing, loan, or transfer, and the payments shall be the joint and several obligation of Lessee and of each of Lessee's members. The obligations of the Lessee and each of its members shall be binding upon their heirs, successors and assigns.

(d) Lessee and each member of Lessee shall promptly disclose to Lessor all the terms of any transaction, agreement or understanding with any party which may affect the right of the Lessor to receive the amounts due Lessor under this subparagraph 17.

(e) If less than all the leasehold estate is transferred, Lessor's rights under this subparagraph 17 shall apply to the portion so transferred and the balance of the leasehold estate. If less than all of the membership interests or other interests are involved in a refinancing, loan, or transfer, the permitted deductions from the proceeds shall be reduced to account for the portion of the membership interest(s) or other interest(s) involved in the transaction.

(f) For purposes of this Lease, "Gross Proceeds on Assignment, or Finance" means (i) the proceeds received by or on behalf of Lessee from the refinancing of any loan or loans secured directly or indirectly by a mortgage lien on Lessee's leasehold estate (or the revenues from the leasehold estate) or directly or indirectly by a security interest in one or more membership interests in Lessee, (ii) and the proceeds of any one or more loans to Lessee secured by a subordinate lien on the Lessee's leasehold estate or subordinate security interest in one or more membership interests in Lessee more than one year after the Rent Commencement Date, (iii) and the proceeds received by or on behalf of the Lessee upon a transfer of the Improvements and simultaneous assignment of this Lease as permitted by Paragraph 17 or upon subletting of all of the Property. Gross Proceeds Assignment or Finance shall not include proceeds received by or on behalf of Lessee from a line or lines of credit

obtained by or for Lessee to provide operating capital for expenses such as payment of real estate taxes or payment of repair and maintenance expenses and payment of operating costs in advance of reimbursement to Lessee by sublessees, if any.

18. Default.

A. **Events of Default.** The occurrence of any one of the following events shall constitute an event of default by Lessee under this Lease:

(1) Lessee shall fail to pay any installment of Rent when due and such failure shall continue for a period of ten (10) days after written notice thereof from Lessor.

(2) Lessee shall commence (by petition, application, assignment, or otherwise) a voluntary case or other proceeding under the laws of any jurisdiction seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect, or seeking the appointment of a trustee, self trusteeship, receiver, assignee, custodian, or other similar official of it or any substantial part of its property; or shall consent (by answer or failure to answer, or otherwise) to any such relief or to the appointment of or taking possession by any such official in any involuntary case or other proceeding commenced against it; or shall generally not pay its debts as they become due; or admit in writing its inability to pay its debts as they become due; or shall take any corporate or other action to authorize any of the foregoing.

(3) An involuntary case or other proceeding shall be commenced against the Lessee under the laws of any jurisdiction seeking liquidation, reorganization, or other relief with respect to it or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect, or seeking the appointment of a trustee, receiver, custodian, or other similar official of Lessee or any substantial part of Lessee's property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of sixty (60) days or a trustee, receiver, custodian, or other official shall be appointed in such an involuntary case and is not removed within sixty (60) days of being appointed.

(4) Lessee shall abandon the Premises, abandonment being defined as ceasing business operations for a period in excess of thirty (30) days without written notice to the Lessor regarding the cause of such cessation and a list of the steps required and the time period involved in a return to operations. Lessor shall not be required to give any notice to Lessee of an abandonment and the Lessee assumes the full burden to establish compliance with the notice provisions contained herein. If Lessee fails to return to operations within thirty (30) days of cessation, it shall be deemed in Default hereunder.

(5) Lessee shall fail to comply with any term, provision or covenant of this Lease not involving the payment of money, and shall not cure such failure within thirty (30) days after written notice thereof by Lessor to Lessee or, if such failure is not reasonably

susceptible of cure within such thirty (30) day period, Lessee shall not commence to cure such failure within such thirty (30) day period or thereafter shall not diligently prosecute such cure to completion within a reasonable period of time.

B. Remedies for Default. In the event of any default by Lessee under this Lease, then, in addition to and without prejudice to any other right or remedy given hereunder or by law and notwithstanding any waiver of any former breach of covenant Lessor may:

(1) Terminate this Lease, and Lessee's right to possession of the Property, by giving to Lessee a notice of intention to terminate this Lease specifying a day not earlier than ten (10) days after the date on which such notice of intention is given and, upon the giving of such notice, the term of this Lease and all right, title, and interest of the Lessee hereunder shall expire as fully and completely on the day so specified as if that day were the date herein specifically fixed for the expiration of the term, whereupon Lessee shall immediately surrender the Property to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Property and expel or remove Lessee and any other person who may be occupying such Property or any part thereof without being liable for prosecution or any claim of damages therefor; and Lessee agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination, whether through inability to relet the Property on satisfactory terms or otherwise.

(2) So long as Lessor has not terminated Lessee's right to possession of the Premises, exercise the remedies described in this Lease and seek any additional remedy available at law, including without limitation, the right to collect, by suit or otherwise, each installment of Base Rent or payment of Special Assessment that becomes due hereunder, or to enforce, by suit or otherwise, performance or observance of any agreement, covenant or condition hereof on the part of Lessee to be performed or observed.

C. No failure by Lessor or Lessee to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Rent during the continuance of any such breach, shall constitute a waiver of any breach or of such covenant, agreement, term or condition hereof. No covenant, agreement, term or condition of this Lease to be performed or complied with by either party, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party hereto. No waiver of any breach shall affect or alter this Lease but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

D. In the event of any breach or threatened breach by Lessee of any of the covenants, agreements, terms or conditions contained in this Lease, Lessor shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and

remedy allowed at law or in equity or by statute or otherwise as though re entry, summary proceedings, and other remedies were not provided for in this Lease.

E. Each right and remedy of Lessor provided for in this Lease, unless the words "sole remedy" or words of similar specific import are used, shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or equity or by statute or otherwise, and the exercise or beginning of the exercise of Lessor of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Lessor of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

19. Vesting of Improvements and Other Property and Interests; Removal of Personal Property.

A. Lessee shall, on the last day of the Term hereof, or upon any earlier termination of this Lease, quit and surrender the Property into the possession and use of Lessor without delay, broom clean and in good order, condition and repair (reasonable wear and tear excepted), free and clear of all lettings and occupancies and subleases (except for those which Lessor has elected to recognize pursuant to Paragraph 17), and free and clear of all liens and encumbrances other than those, if any, created by Lessor. During the Term, the Improvements constructed upon the Premises by Lessee shall be, as between Lessor and Lessee, the property of Lessee, but Lessee shall have no right to remove said Improvements from the Premises without Lessor's prior written consent. However, upon the expiration or sooner termination of this Lease, Lessee's right, title and interest in all Improvements then located on the Premises shall, without compensation to Lessee, vest in Lessor free and clear of all encumbrances. In addition, upon and as of the expiration or sooner termination of this Lease, the following shall, without compensation to Lessee, vest in Lessor:

(1) All prepaid rents, prepaid payments and security deposits made under any Subleases which Lessor has previously approved or which Lessor has elected to recognize pursuant to Paragraph 17 that have not heretofore been applied against obligations under such Subleases, and the amount of the same shall be paid over to the Lessor by Lessee.

(2) Lessee's interest in all Subleases which Lessor has previously approved or which Lessor has elected to recognize pursuant to Paragraph 17, subject to the provisions of Paragraph 17 hereof.

B. The Personal Property owned by Lessee may be removed by Lessee at any time prior to the termination of this Lease, and shall be removed by Lessee upon such termination. If, upon the expiration of the Term or earlier termination of this Lease, Lessee shall not have removed such Personal Property from the Premises and the Improvements, then Lessor shall have the right, at its election, in addition or in the alternative to its other rights with respect to the same, to either (i) deem such Personal Property abandoned and retain the same as its

property, or dispose of the same without accountability in such manner as Lessor may see fit, or (ii) remove and store the same in a place satisfactory to Lessor, in which event all expenses of such disposition (in excess of any amount received by Lessor upon such disposition), removal and storage shall be charged to and be borne by Lessee, and Lessor shall be reimbursed by Lessee for such expenses upon written demand therefor. Lessee shall repair any loss or damage to the Property or any part hereof caused or resulting from the removal of the Personal Property (whether removed by or at the direction of Lessor or Lessee).

C. If, at the end of the term or earlier termination of this Lease, Lessor determines that the Improvements, due to age, deterioration, destruction, or other factor, do not provide an economic benefit to the Premises, such determination being made during the first month of the last year of the term or within 30 days of any earlier termination, Lessee shall be required to demolish any and all such Improvements and return the Premises to its original condition or as close thereto as practicable. This obligation shall survive the end of the term of this Lease or its early termination.

20. Other Obligations. In addition to the other obligations under this Lease, Lessee at all times during the Term shall be bound by and shall fully comply with all covenants, conditions, restrictions, limitations and requirements of every kind or nature, whether foreseen or unforeseen, ordinary or extraordinary, structural or non structural, interior or exterior, which relate to the Property or any part thereof or the ownership, occupancy or use thereof and which are imposed by law statute, rule, order, regulation or ordinance, or by any policy of insurance or by any contract or instrument to which the Property or Lessor or Lessee is now subject or hereafter become subject, or any other agreement between Lessor and Lessee, including, but not limited to, all covenants, conditions and restrictions, easements, mortgages and deeds of trust to which the Property or any part thereof may now be hereafter the subject. Without limitation on the generality of the foregoing, in the event this Lease and the any such covenants, conditions, restrictions, limitations or requirements both include specific provisions relating to the same matter, then Lessee shall comply with both unless such provisions are in conflict and accordingly compliance with both is impossible, in which event it shall comply with whichever standard is higher to the extent of the conflict.

21. Lessor's Performance of Lessee's Obligations. In the event that Lessee shall fail to do or perform or comply with any covenant, term or condition hereof on Lessee's part to be performed or complied with (including, but not limited to, its covenant to pay any amount required to be paid by it hereunder or to perform the obligations secured by any mortgage), Lessor may, at its option and without being under any obligation to do so, and without waiving any right it may have against Lessee by reason of Lessee's failure as aforesaid, after fifteen (15) days written notice to Lessee, do or perform the same and thereupon the amount of all expenses and disbursements incurred or paid by Lessor in doing or performing the same, together with interest as herein provided from the time the expenses or disbursements were incurred or paid by Lessor, shall become due and owing and payable from Lessee to Lessor. If, pursuant to the foregoing right of Lessor, Lessor performs, acquires or satisfies any lien, encumbrance or obligation of Lessee, Lessor shall thereupon be subrogated to all rights of the obligee against the Lessee or the Property or both, and no merger shall be construed which would defeat such subrogation. In the case of subrogation to the rights of a mortgagee, the Lessor shall not have the right to foreclose, except upon assignment (if any) of the mortgage to the Lessor by the mortgagee. All sums payable from Lessee to Lessor under the terms hereof, shall bear interest at a rate of interest equal to two percent above the prime rate offered by the Chase Manhattan Bank per annum from the date such sum becomes payable until actually paid.

22. Holding Over. Should Lessee hold over after the termination of this Lease, with or without the express consent of Lessor, and whether or not such consent is in writing, the resulting tenancy shall be construed to be a month to month tenancy at a monthly rental equal to twice the monthly rent payable under the terms hereof for the month immediately preceding such termination, but otherwise on the terms and conditions provided in this Lease, except as to terms and rental. The Term of this Lease shall not be renewed or extended by any matter or thing.

23. Successors and Assigns. Subject to the limitations hereinabove set forth, this Lease and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties.

24. Further Documents. Lessor and Lessee will, whenever and as often as it shall be reasonably requested so to do by the other, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered any and all such further confirmation, instruments of further assurance, and any and all such further instruments and documents as may be reasonably necessary, expedient or proper, in order to evidence or complete any and all transactions or to accomplish any and all matters and things provided in this Lease.

25. Force Majeure. The period of time during which either party is prevented or delayed in the performance or the making of any improvement or repairs or fulfilling any obligation required under this Lease, other than the payment of Rent or Special Assessment, due to unavoidable delays caused by fire, catastrophe, strikes or labor troubles, civil commotion, Acts of God or beyond such party's reasonable control, shall be added to such party's time for

actually received by Lessor. Any such notice, demand or document not given by registered or certified mail as aforesaid shall be deemed to be given, delivered or made only upon receipt of the same by the party or parties to whom the same is to be given, delivered, or made. Notice to any other office, person, or department of Lessor shall not constitute notice under this Lease.

29. Attorneys' Fees. In the event that Lessee fails to perform any of its obligations under this Lease Lessee shall pay any and all costs and expenses incurred by Lessor in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable counsel fees. In the event that Lessor fails to perform any of its obligations under this Lease, Lessee shall be entitled to any appropriate remedy provided for in law in connection with such breach.

30. Broker. The parties hereto covenant, warrant and represent that there was no broker instrumental in consummating this Lease and that no conversations or prior negotiations were had with any broker concerning the renting of the Premises. Lessor and Lessee agree to indemnify and hold each other harmless against any claims for brokerage commission and other costs arising out of any conversations or negotiations had by the other party with any broker. The provisions of this paragraph shall survive expiration and termination of this Lease.

31. Escrow of Taxes and Insurance. In the event that Lessor escrows real estate taxes and assessments or insurance as provided in Paragraphs 7 and 8 above, such escrow shall be paid monthly to Lessor at the same time as the monthly rent is paid to Lessor. The amount to be paid monthly to Lessor shall be one-twelfth (1/12) of Lessor's reasonable estimate of the annual amount to be paid by Lessor for said real estate taxes and assessments or insurance, as the case may be. Such amounts shall be held by the Lessor without interest and applied to the payment of the items in respect to which such amounts were paid or, at the option of the Lessor, to the payment of said items in such order or priority as the Lessor shall reasonably determine, on or before the respective dates on which the same or any of them would become delinquent. If, one month prior to the due date of the aforementioned amounts, the amount then on deposit therefor shall be insufficient for the payment of such item in full, the Lessee, within ten (10) days after demand, shall deposit the amount of the deficiency with the Lessor. Nothing in this paragraph shall be deemed to limit any other right or remedy that Lessor may have under the provisions of this Lease regarding Lessee's failure to pay real estate taxes and assessments or insurance.

32. Lessor's hereby covenants and agrees to extend to the demised premises water service lines and sewer service lines as outlined by the plans developed by Cox and Dinkins, Inc. and incorporated herein as Exhibit "E". The Lessor shall complete such improvements as may be required to fulfill this covenant within 18 months from the lease execution date. This deadline may be extended due to any litigation delays related to acquisition of any required easements, private property, or rights of way which may be required to fulfill this obligation.

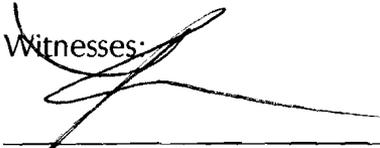
Additional time shall be added to set off any documented delays caused by any bid protest or contract disputes related to such improvements.

33. Following completion of the improvements outlined hereunder by Lessee, Lessee agrees to dedicate and Lessor agrees to accept any streets or sidewalks as public streets and sidewalks and Lessor, upon such dedication, shall assume maintenance responsibilities and expenses for such improvements. Lessor shall also reserve appropriate easements along water and sewer lines within the Premises to preserve such easements in favor of Lessor in the event of assignment or other transfer of the leasehold interest or any portion thereof, voluntary or involuntary, as outlined herein. Both parties agree to execute appropriate documents reflecting this agreement as they become necessary.

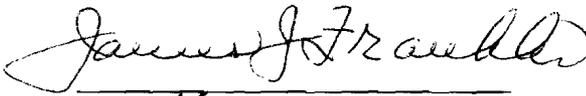
34. The Lessee shall provide, upon execution of this Lease and before any obligation of the Lessor related to any term hereunder, provide satisfactory evidence of approved financing for the initial construction on the Premises as outlined in the construction plans and specifications outlined in Paragraph 10 of this document. Lessor's obligations under Paragraph 32 are contingent upon satisfactory evidence of financing and any delay in Lessee providing such evidence shall be added to the deadlines contained in Paragraph 32.

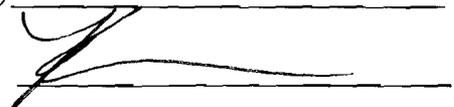
IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Witnesses:

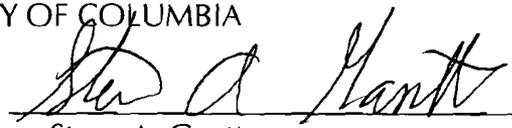


James J. Fraubla





CITY OF COLUMBIA

BY: 

Steve A. Gantt

ITS: City Manager

OPEN LIVING COMMUNITY, LLC

BY: 

ITS: 

CEO Open Living Community, LLC

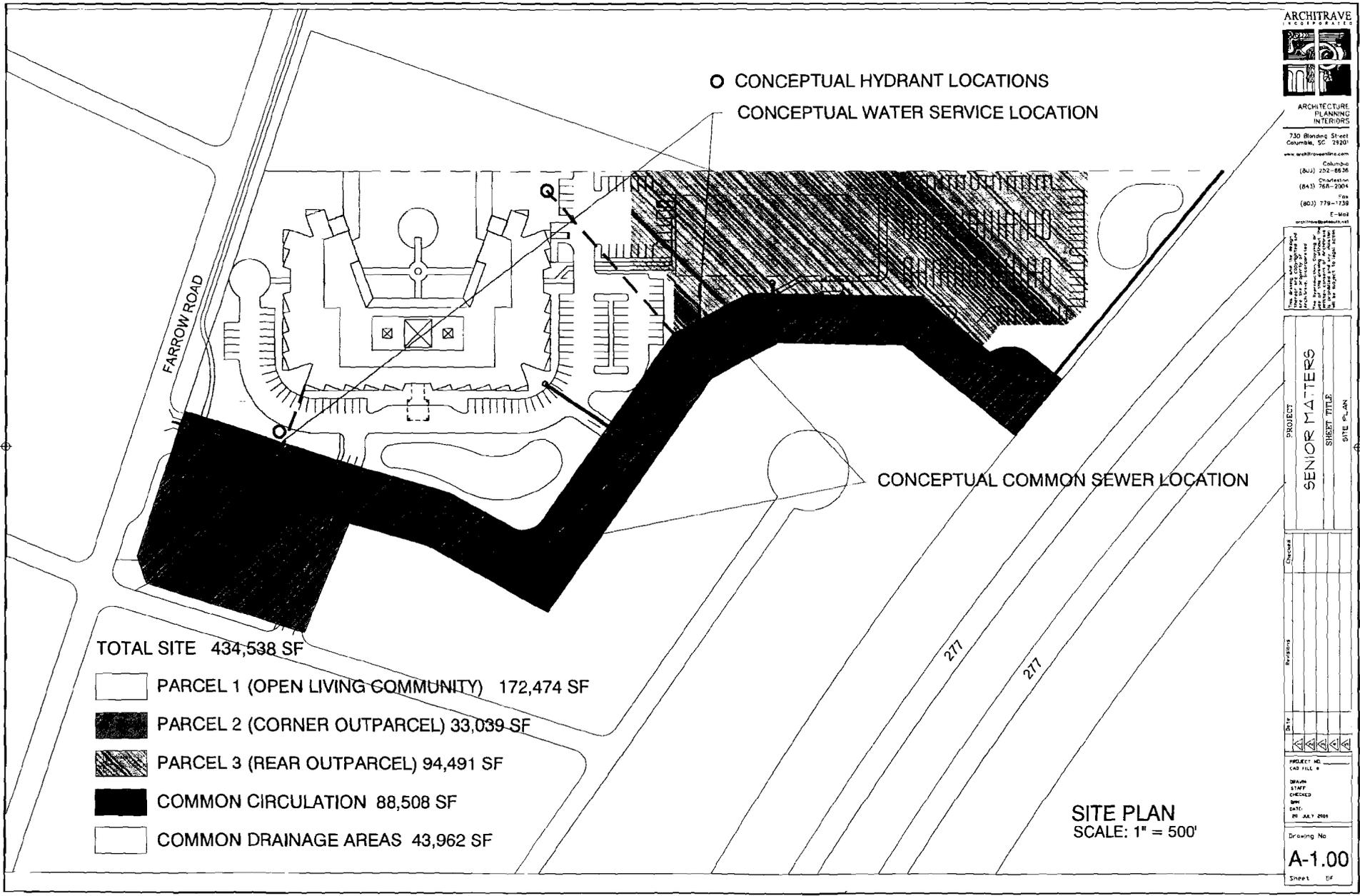
EXHIBIT A TO GROUND LEASE - LEGAL DESCRIPTION

That certain parcel of land, with any improvements thereon, situate in Richland County, South Carolina, being shown and designated as Parcel C containing 9.9048 acres on plat of Property Surveyed for Capital Heights, L.P. by A&S of Columbia, Inc., dated October 21, 1994, revised October 22, 1994, recorded in the Office of the Register of Deeds for Richland County in Plat Book 55 at page 5146, said plat being incorporated herein by reference for a more complete description thereof. (Book 00859-2366)

TOGETHER WITH all appurtenances and improvements thereon.

SUBJECT TO utility easements and rights of way of record.

RESERVING nonetheless, to the Lessor such future easements and rights of way for passage of utility lines and pedestrian walkways over the above-described premises, including temporary easements for construction thereof, to serve other lands of the Lessor or Lessor's successors and assigns. The locations of any such future easements and rights of way shall not interfere with improvements on Lessee's premises, Lessor and Lessee shall agree upon the specific locations of such easements and rights of way, and Lessor shall restore the premises to their original condition following construction in any such easement or right of way.



○ CONCEPTUAL HYDRANT LOCATIONS
 ○ CONCEPTUAL WATER SERVICE LOCATION

CONCEPTUAL COMMON SEWER LOCATION

- TOTAL SITE 434,538 SF
- PARCEL 1 (OPEN LIVING COMMUNITY) 172,474 SF
 - PARCEL 2 (CORNER OUTPARCEL) 33,039 SF
 - ▨ PARCEL 3 (REAR OUTPARCEL) 94,491 SF
 - COMMON CIRCULATION 88,508 SF
 - COMMON DRAINAGE AREAS 43,962 SF

SITE PLAN
 SCALE: 1" = 500'



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PROJECT	SENIOR MATTERS
SHEET TITLE	SITE PLAN

DATE	DATE	DATE	DATE

PROJECT NO.
 CIP FILE #
 DRAWN BY
 STAFF
 CHECKED BY
 DATE: 01 JUL 2009

Drawing No
A-1.00
 Sheet of

EXHIBIT B



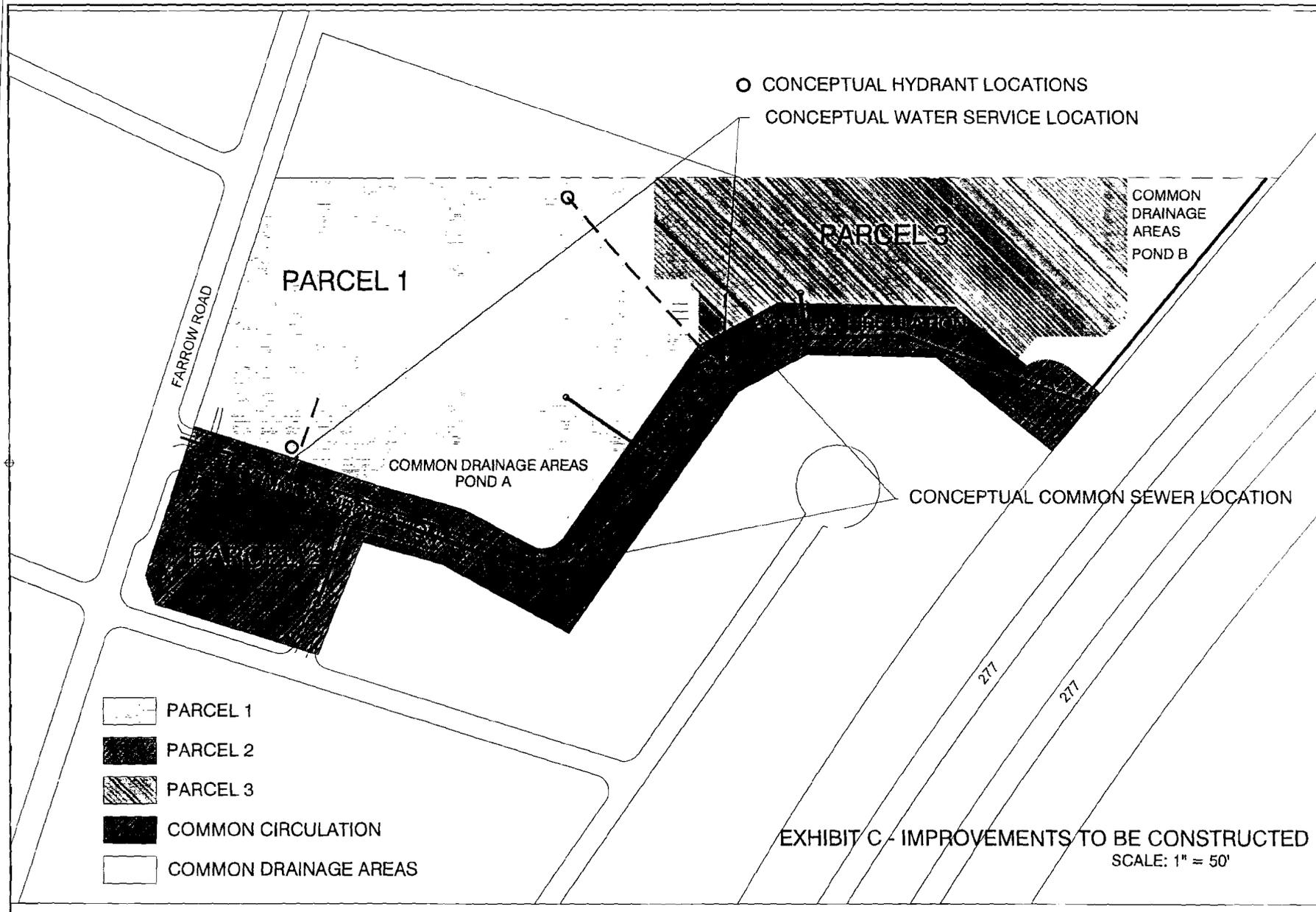
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PROJECT: SENIOR MATTERS
SHEET TITLE: EXHIBIT C

PROJECT: SENIOR MATTERS
SHEET TITLE: EXHIBIT C

PROJECT ID:
CAD FILE #
DRAWN BY:
CHECKED BY:
DATE:
AUGUST 2009

Drawing No
A-1.00
Sheet OF



- PARCEL 1
- PARCEL 2
- PARCEL 3
- COMMON CIRCULATION
- COMMON DRAINAGE AREAS

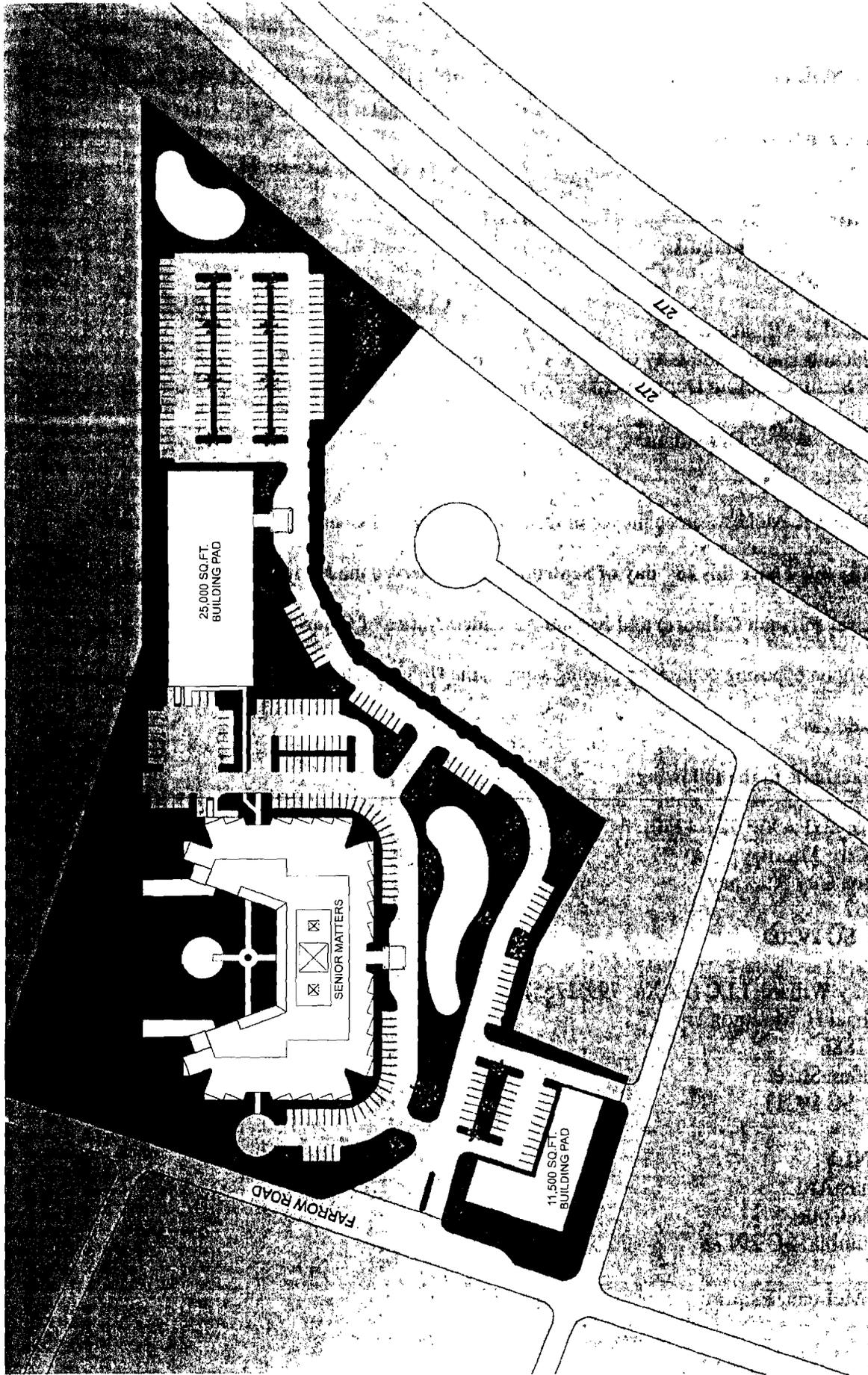
○ CONCEPTUAL HYDRANT LOCATIONS
○ CONCEPTUAL WATER SERVICE LOCATION

CONCEPTUAL COMMON SEWER LOCATION

EXHIBIT C - IMPROVEMENTS TO BE CONSTRUCTED
SCALE: 1" = 50'

EXHIBIT C

EXHIBIT D



OPEN LIVING COMMUNITY
MASTER SITE PLAN

