AGENDA

MAYOR AND CITY COUNCIL
CITY OF CLINTON

Mayor – Randy Randall
Danny Cook, Mayor Pro Tem – Ward 1
Anita Williams – Ward 2
Natalie Cogsdill– Ward 3
Gary Kuykendall – Ward 4
Danny Smith- Ward 5
Megan Walsh – Ward 6
City Manager – Joey Meadors

Agenda
Special Called Council Meeting
June 30, 2025 6:00 PM
P.S. Bailey City Council Chambers
M. S. Bailey Municipal Center
211 N. Broad Street
Clinton, SC 29325

MEETING MAY BE VIEWED ELECTRONICALLY
ON CITY OF CLINTON'S YOUTUBE PAGE
AT https://www.youtube.com/@CityofClintonSC

1. **MEETING CALLED TO ORDER BY MAYOR RANDALL**

2. **INVOCATION – COUNCILMEMBER WALSH**

3. **PLEDGE OF ALLEGIANCE**

4. **CITY COUNCIL to consider FIRST READING OF ORDINANCE NUMBER 2025-006-005 APPROVING THE SALE OF CITY-OWNED REAL PROPERTY WITHIN THE COROPORATE LIMITS OF THE CITY OF CLINTON, CONTAINING 552.72 ACRES, MORE OR LESS, KNOWN AS TRACT B AND C OF THE WHITTEN CENTER PROPERTY, AND BEING IDENTIFIED AS LAURENS COUNTY TAX MAP NUMBER 901-34-01-004; AND OTHER MATTERS RELATING THERETO.**

5. **ADJOURNMENT**

THE AGENDA IS SUBJECT TO CHANGE AT ANY TIME PRIOR TO 24 HOURS BEFORE THE MEETING. A FINAL AGENDA WILL BE AVAILABLE 24 HOURS BEFORE THE MEETING DATE.

ORDINANCE NO. 2025-006-005

AN ORDINANCE

APPROVING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT; APPROVING THE EXECUTION AND DELIVERY OF A REPURCHASE AGREEMENT; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED by the Mayor and council members of the City of Clinton, South Carolina, in a meeting duly assembled:

Section 1. Findings of Fact

The City Council of the City of Clinton (the "***Council***"), the governing body of the City of Clinton, South Carolina (the "***City***"), has made the following findings of fact:

(A) The City is a municipal corporation of the State of South Carolina (the "***State***") located in Laurens County, South Carolina, and as such possesses all general powers granted by the Constitution and statutes of the State to such public entities.

(B) ARK Management One Corporation, a South Carolina domestic corporation (the "***Developer***") is considering the acquisition of that certain property of the City known as "Tract B" and "Tract C", consisting of approximately 552.72 +/- acres bearing Laurens County TMS# 901-34-01-004, as further shown on the survey map attached hereto as Exhibit A (the "***Property***").

(C) The City previously acquired the Property from South Carolina Department of Disabilities and Special Needs ("***DDSN***"), and the Property is encumbered by those certain Declaration of Covenants, Restrictions, and Easements dated July 25, 2022 and recorded in Book D 1672 at Pages 37-49 in the Register of Deeds for Laurens County (the "***Covenants***").

(D) If acquired, the Developer is planning a significant commercial redevelopment of the Property, including recreation facilities, hotel facilities, retail facilities and other commercial hospitality amenities (the "***Project***").

(E) The Developer has informed the City that they estimate that the costs of planning, designing, acquiring, constructing and completing the Project will require expenditures of approximately [$30,000,000] and result in the creation of [30-40] jobs.

(F) The Council, after performing its initial due diligence, has determined that: (i) the Project is anticipated to benefit the general public welfare of the City by providing accommodations, recreational amenities, tourism attractions, or other public benefits not otherwise provided in the community; (ii) the City has a strong desire to redevelop and revitalize DDSN's old Whitten Center facilities, of which the Property represents a material component; (iii) economic development opportunities have been limited in the City, and the promotion of developments like the Project represents a valid public purpose; (iv) the inducement of the location

of the Project within the City is of paramount importance and the benefits of the Project to the public are greater than the cost, especially considering the potential for new taxes, fees and other revenues to be generated from the planned revitalization of the Property; and (v) it has evaluated the Project considering all relevant and required factors, including, but not limited to, the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the City, and all other criteria prescribed by law. The Council further believes that the Project, if successful, will serve as a catalyst to further growth and development in the City as well as increased tourism, quality of life enhancement and community vitality.

(G) The City, under the terms of this Ordinance, plans to authorize the following: (1) a Purchase Agreement (as defined below), wherein the City intends to sell the Property to the Developer for the Purchase Price (as defined herein);[1] and (2) a Repurchase Agreement (as defined below) wherein the City may repurchase the Property in the event the Developer has not timely initiated commenced construction of the Project.

(H) Prior to the enactment of this Ordinance, the City has not requested that an appraisal be prepared for the Property. However, as part of the City acquisition of the Property from DDSN, and as recited in that certain Agreement for the Conveyance of Utility Assets and Surplus Property dated May 16, 2022, the City and DDSN previously assigned a minimum value of $2,497 per acre for the Property; the Purchase Price contemplated by the Purchase Agreement is in excess of such valuation. Notwithstanding the foregoing and to the extent the Property is being sold at a valuation that is less than its actual fair market value, the City is cognizant that its authority to dispose of real property is limited by a fiduciary duty to act in the best interest of the public.[2] The City has a fiduciary duty to receive consideration of "reasonably equivalent value" in exchange for its sale or conveyance of real property.[3] In determining what constitutes "reasonably equivalent value," a municipality is not limited to considering the monetary value received for the property but may also "consider indirect benefits resulting to the public in determining what is a fair and reasonable return for disposition of its properties...."[4]

(I) The benefits of the Project as recited herein, certain timing restrictions associated with the conveyance of the Property under the Purchase Agreement, and the repurchase authorization contemplated by the Repurchase Agreement are expressly determined as additional value sufficient to fulfill any lost monetary benefits from any sale of the Property below its actual fair market value as may be determined through any updated appraisal.

(J) The Council is enacting this Ordinance in order to:

(1) evidence the City's approval of the Project;

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[1] The City has not requested that an appraisal be prepared for the Property. However, as part of the City acquisition of the Property from DDSN, and as recited in that certain Agreement for the Conveyance of Utility Assets and Surplus Property dated May 16, 2022 (the "***Asset Agreement***"), the City and DDSN previously assigned a minimum value of $2,497 per acre for the Property. The Purchase Price contemplated by the Purchase Agreement is in excess of such valuation.

[2] *Haesloop v. City Council of Charleston*, 115 S.E. 596, 600 (S.C. 1923).

[3] *Id.*

[4] Quoting *McKinney v. City of Greenville*, 203 S.E.2d 680, 688 (S.C. 1974).

(2) authorize the sale of the Property to the Developer;

(3) authorize the execution of and delivery by the City of the Purchase Agreement; and

(4) authorize the execution and delivery by the City of the Repurchase Agreement.

Section 2. Approval of the Purchase Agreement

(A) Under the laws of the State, the City is authorized to sell, alien, convey, lease or otherwise dispose of real property.

(B) The City has negotiated that certain "Contract of Sale and Purchase" for the Property with the Developer, the form of which is attached hereto as Exhibit B (the "***Purchase Agreement***").

(C) The terms of the Purchase Agreement provide for the Developer to purchase the Property for the sum of $2,500 per acre ("***Purchase Price***"), a cost that that conforms to the appraised value of the Property under the Asset Agreement but may be less than the current fair market value of the Property. The Council believes that Purchase Price, plus the other value metrics described in Section 1(I) hereof, constitute reasonably equivalent value to the City sufficient to permit the purchase and sale of the Property under the terms of the Purchase Agreement. Additionally, the City acknowledges the limitations associated with the conveyance of the Property under the Covenants, including the requirement that a portion of the proceeds from the sale of the Property be remitted to DDSN. As contemplated by the Purchase Agreement, and as authorized and confirmed herein, the City agrees to remit a portion of the Purchase Price, in the amounts required under the Covenants, to DDSN within a reasonable time period after the closing of the Property and the receipt of funding from the Developer.

(D) The Purchase Agreement shall be executed and delivered on behalf of the City by the City Manager of the City (the "***City Manager***") in the form substantially conforming to the draft attached to this Ordinance, but with such non-material changes as the City Manager, on the advice of legal counsel, determines to be in the best interest of the City. Following execution, the Council shall be timely informed of the execution of the Purchase Agreement and informed as to the final terms thereof and such changes from the current draft as the City Manager determined necessary to carry out the purposes of this Ordinance. The consummation of the transactions and undertakings described in the Purchase Agreement, and such revisions and undertakings as may be determined by the City Manager, in consultation with legal counsel, to be necessary or advisable in connection therewith, are hereby approved.

Section 3. Approval of the Repurchase Agreement

(A) Under the laws of the State, the City is authorized to own and possess land, which includes the authorization to purchase or acquire real property.

(B) The City has negotiated an Option to Repurchase Agreement from the Developer, the form of which is attached hereto as Exhibit C (the "***Repurchase Agreement***").

(C) The terms of the Repurchase Agreement provide for the Developer to exclusively sell the Property back to the City for the sum of [$2,250] in the event the Developer has not commenced construction on the Project (as described in the Repurchase Agreement) within [15] months of the conveyance of the Property by the City to the Developer.

(D) The Repurchase Agreement shall be executed and delivered on behalf of the City by the City Manager in the form substantially conforming to the draft attached to this Ordinance, but with such non-material changes as the City Manager, on the advice of legal counsel, determines to be in the best interest of the City. Following execution, the Council shall be timely informed of the execution of the Repurchase Agreement and informed as to the final terms thereof and such changes from the current draft as the City Manager determined necessary to carry out the purposes of this Ordinance. The consummation of the transactions and undertakings described in the Repurchase Agreement, and such revisions and undertakings as may be determined by the City Manager, in consultation with legal counsel, to be necessary or advisable in connection therewith, are hereby approved.

(E) It is expected and anticipated that the Repurchase Agreement shall be executed and delivered as a part of the closing for the Property. However, the City Manager, acting in the best interest of the City, is authorized to adjust or change the date of delivery of the Repurchase Agreement as he, in his sole discretion, may determine.

Section 4. Other Documents; Ratification of Prior Actions

In connection with the execution and delivery of the Purchase Agreement and the Repurchase Agreement as well as all other deliverables authorized thereunder, the City Manager is additionally authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, certifications, documents, closing proofs, and undertakings as he shall deem necessary or advisable. Any actions previously undertaken by the City Manager, Council or City staff in connection with the execution and delivery of the Purchase Agreement, or the Repurchase Agreement prior to the enactment of this Ordinance are ratified and confirmed.

Section 5. Severability

If any one or more of the provisions of this Ordinance should be contrary to law, then such provision shall be deemed severable from the remaining provisions, and shall in no way affect the validity of the other provisions of this Ordinance.

Section 6. Repealer

Nothing in this Ordinance shall be construed to affect any suit or proceeding impending in any court, or any rights acquired or liability incurred, or any cause of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 7. Inconsistency

All ordinances, resolutions or parts of any ordinances or resolutions inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict or inconsistency.

Section 8. Effect

This Ordinance shall be enacted upon second reading by the Council.

DONE AND ORDAINED IN COUNCIL ASSEMBLED, this ___th day of _____ 2025.

CITY OF CLINTON, SOUTH CAROLINA

(SEAL)

By:_____
Mayor

Attest:

_____
City Clerk

First Reading: _____, 2025
Second Reading: _____, 2025

EXHIBIT A

PROPERTY SURVEY

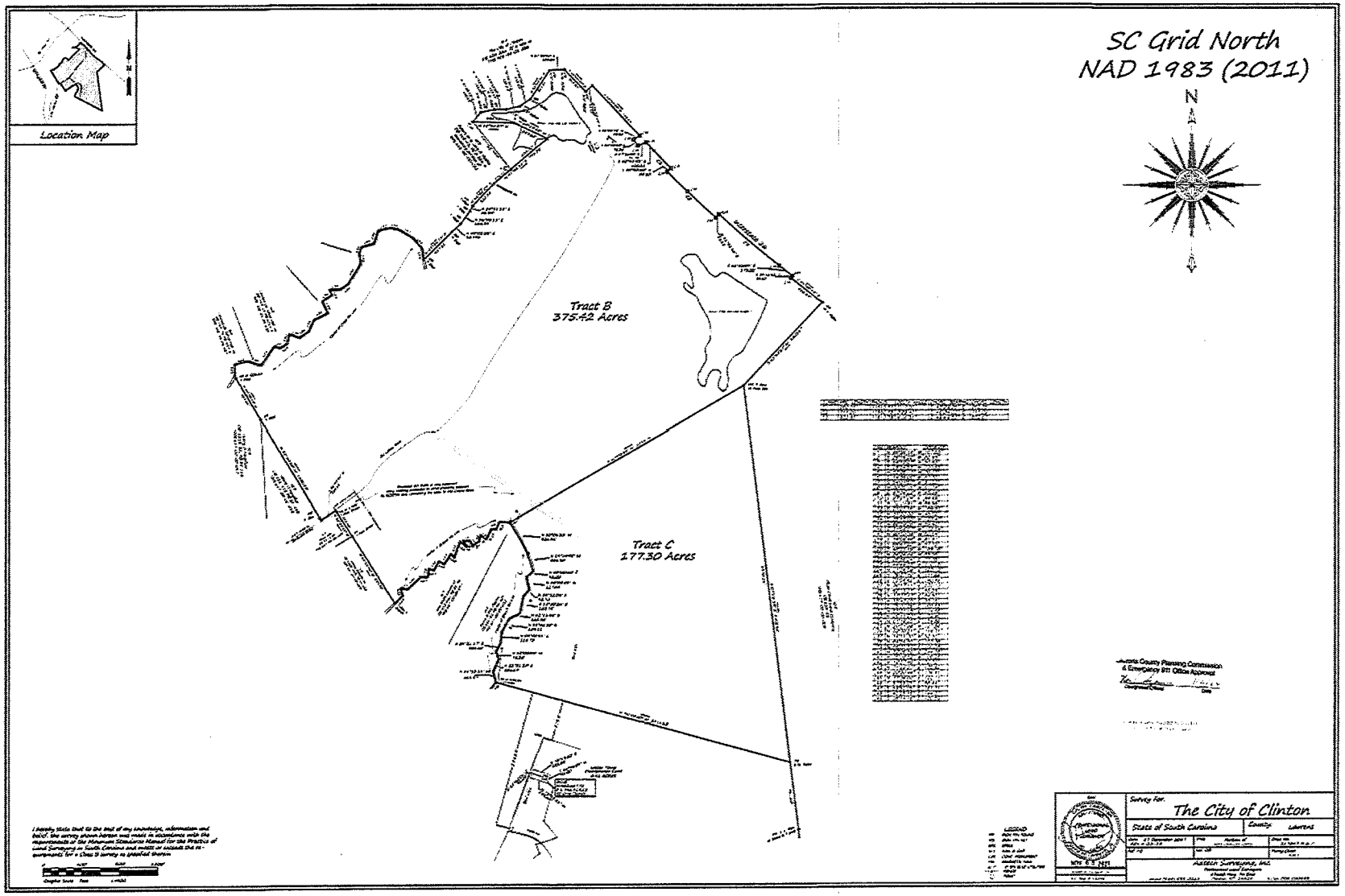


EXHIBIT B

FORM OF THE PURCHASE AGREEMENT

EXHIBIT C

FORM OF REPURCHASE AGREEMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF LAURENS)

CONTRACT OF SALE AND PURCHASE

THIS CONTRACT OF SALE AND PURCHASE (this "Agreement") is made and entered into as of _____, 2025 (the "Effective Date") by and between the City of Clinton, South Carolina (the "Seller") and ARK Management One Corporation, and/or assigns, (the "Buyer").

WITNESSETH:

WHEREAS, the Seller is a municipal corporation of the State of South Carolina located in Laurens County, South Carolina, and as such possesses all general powers granted by the Constitution and statutes of the State to such public entities.

WHEREAS, the Buyer is a South Carolina domestic corporation with experience in commercial development.

WHEREAS, Seller owns certain parcels of real property, and improvements thereon identified as the Property, as such term is described and defined below.

WHEREAS, the Buyer previously acquired the Property from South Carolina Department of Disabilities and Special Needs ("DDSN"), and the Property is encumbered by those certain Declaration of Covenants, Restrictions, and Easements dated July 25, 2022 and recorded in Book D 1672 at Pages 37-49 in the Register of Deeds for Laurens County (the "Covenants").

WHEREAS, if acquired under this Agreement, the Developer is planning a significant commercial redevelopment of the Property, including recreation facilities, hotel facilities, retail facilities and other commercial hospitality amenities (the "Project").

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below to be kept and performed, the Deposit (as defined herein), and other good and valuable consideration passing between the parties, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree that Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Property for the price and upon the terms and conditions specified herein:

1. THE PROPERTY. Seller agrees to sell, convey, assign, transfer and deliver to Buyer and Buyer agrees to purchase, acquire and take from Seller:

(a) All that certain piece, parcel or lot of land situate lying and being in the County of Laurens, State of South Carolina, consisting of approximately 552.72 +/- acres bearing Laurens County TMS# 901-34-01-004 and further shown on the map attached hereto as Exhibit A (the "Land");

(b) All improvements situated on the Land described in Exhibit A; and

(c) All easements, hereditaments and appurtenances thereunto belonging or in any way appertaining to the land described in (a) above.

Seller _____ Buyer _____

All of the property and rights described in (a), (b), (c) and above are hereinafter collectively referred to as the "Property".

Buyer may, at Buyer's sole cost and expense, have prepared a current survey of the property (the "Current Survey"). If Buyer chooses to obtain a Current Survey, upon request by Buyer, Seller shall also deliver a Quitclaim Deed to Buyer, with the description in such Quitclaim Deed based on such Current Survey.

2. DEPOSIT. Within five (5) business days after the Effective Date, Buyer shall deliver to Daniel Jason Hoy of Bradley K. Richardson, PC as escrow agent hereunder (hereinafter referred to as "Escrow Agent"), a refundable deposit (hereinafter referred to as the "Deposit") in the amount of Fifty Thousand and No/100ths Dollars ($50,000.00), payable to the order of Escrow Agent. The Deposit shall become nonrefundable upon the expiration of the original term of the Title Review Period. The full amount of the Deposit shall be credited to Buyer against the Purchase Price at Closing.

Escrow Agent agrees to hold and disburse the Deposit in an IOLTA trust account in accordance with the terms of this Agreement. All Deposit shall be applied toward the Purchase Price at Closing (as that term is hereinafter defined).

3. ESCROW AGENT. The Deposit shall be held by the Escrow Agent until the Closing Date or sooner termination of this Agreement and Escrow Agent shall pay over the interest or income earned thereon, if any, to the party entitled to the Deposit and the party receiving such interest or income shall pay any income taxes due thereon. In the event the Closing (as defined herein) shall occur in accordance with the provisions of this Agreement, then, Seller and Buyer shall deliver to Escrow Agent written instructions directing Escrow Agent to deliver the Deposit to Seller. If, for any reason, the Closing does not occur pursuant to the provisions of this Agreement and either party makes a written demand upon Escrow Agent, by registered or certified mail (return receipt optional), or Federal Express, for the payment of the Deposit, then Escrow Agent shall give written notice in accordance with the provisions hereof to the other party of the receipt of such demand. If Escrow Agent does not receive a written objection from the other party to the proposed payment of the Deposit pursuant to the demand within ten (10) days after the delivery of such notice by Escrow Agent, Escrow Agent is hereby authorized to make such payment in accordance with the aforesaid demand. If Escrow Agent receives written objection from the other party to the proposed payment of the Deposit pursuant to the aforesaid demand within such ten (10) day period or if, for any other reason, Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold the Deposit until otherwise directed by written instructions from Seller and Buyer or a final judgment of a court of competent jurisdiction. Escrow Agent, however, shall have the right at any time to deposit the Deposit with the clerk of any court of competent jurisdiction in the county and state where the Property is located, and Escrow Agent shall give written notice of such deposit to the Seller and the Buyer, and upon such deposit being made, Escrow Agent shall be discharged from all obligations and responsibilities hereunder. The parties acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that Escrow Agent may act upon any writing believed by it in good faith to be genuine and to be signed and presented by the proper person, that Escrow Agent shall not be deemed to be the agent of either of the parties, and that Escrow Agent shall not be liable to either of the parties for any act or

Seller _____ Buyer _____

omission on its part unless taken or suffered in bad faith, in willful disregard of this Agreement or involving gross negligence. Escrow Agent shall have no duties or responsibilities except as set forth herein. Escrow Agent shall not be bound by any modification of the Agreement unless the same is in writing and signed by the Buyer and Seller and if Escrow Agent's duties hereunder are affected, unless Escrow Agent shall have given prior written consent thereto. The Seller, to the extent funding is legally appropriated by its governing body in the applicable fiscal year to which any demand is made, and Buyer hereby jointly and severally indemnify and hold the Escrow Agent harmless from and against all costs, claims and expenses (including reasonable attorney's fees) incurred in connection with the performance by the Escrow Agent of its duties in accordance with the provisions of this Section of this Agreement.

4. PURCHASE PRICE. The total purchase price (hereinafter referred to as the "Purchase Price") for the Property shall be Two Thousand Five Hundred and No/100ths Dollars ($2,500.00), per acre, which, based on the survey map attached hereto as Exhibit A, is 552.72 acres, resulting in an aggregate purchase price of $1,381,800. In the event the Buyer arranges for the Current Survey and the Current Survey reveals a different aggregate acreage, the Purchase Price shall be the greater of (i) $1,381,000 or (ii) the amount determined by the acreage identified in the Current Survey multiplied by $2,500.00. The Purchase Price shall be paid by the Buyer by cash, wire transfer or certified check at Closing. Notwithstanding the foregoing, the parties acknowledge that under the Covenants, the greater of (i) fifty-percent (50%) of the Purchase Price, or (ii) the sum of $$690,070.92 shall be remitted to DDSN as required by the Covenants.

5. DOCUMENTS. Within five (5) business days after the Effective Date hereof, Seller shall provide Buyer with copies of all documents pertaining to the property which are in the possession or control of Seller and/or reasonably available to Seller (at no cost to Seller).

6. ROLL BACK TAXES. Buyer shall be responsible for rollback taxes yet to become due. Any rollback taxes currently due, shall be paid by Seller at closing.

7. INSPECTION PERIOD. Buyer shall have one hundred eighty (180) days after the Effective Date of this Agreement (hereinafter referred to as the "Inspection Period") to obtain all required regulatory approvals and to make all inspections Buyer may deem necessary and to determine if the Property is satisfactory for its needs including, but not limited to, all aspects of the operation of the Property and all documents and records relating to the operation of the Property in the Seller's possession or reasonably obtainable by Seller. In the event Buyer determines that the Property does not meet its needs, or Buyer is not satisfied in its sole discretion with any of the inspection results, then Buyer shall so notify Seller in writing prior to the expiration of the Inspection Period and this Agreement may be canceled by Buyer and, if so canceled, shall be deemed null and void. Immediately thereafter, and subject to the limitations in Section 3 hereof, the Deposit shall be immediately refunded to Buyer. Further, in the event Buyer determines not to proceed and the Deposit is returned, Buyer agrees to provide Seller with copies of any reports or investigations, examinations, inspections, surveys, title examination, market studies, feasibility studies and testing done for the Property by the Buyer or on Buyer's behalf, whereupon, except as survival language expressly provides to the contrary in this Agreement, no party hereto shall have any other or further rights or obligations under this Agreement.

Seller _____ Buyer _____

During the Inspection Period and thereafter if Buyer does not terminate this Agreement pursuant to the foregoing paragraph, Buyer and/or Buyer's agents, employees and/or contractors shall have the right to enter upon the Property during normal business hours with 24-hour prior notice to conduct such inspections, tests and studies as Buyer may deem necessary, provided:

(a) Such inspections, tests and studies shall not materially interfere with the tenants of the Property or damage the Property;

(b) Buyer shall have the right to conduct any soil tests, borings, percolation tests, or other intrusive environmental tests, but that Buyer shall not conduct a Phase II Environmental Assessment without Seller's prior written consent;

(c) Any testing or inspection on the Property shall be conducted in such a manner so as not to unreasonably interfere with the use and enjoyment of the Property by Seller; and

(d) Buyer shall leave the Property in as reasonably near the same condition as it was prior to the entry onto the Property by Buyer or its agents, employees or contractors or, in the event of any damage to the Property (other than ordinary wear and tear), Buyer shall immediately repair and restore the Property to its prior condition.

Buyer further agrees to defend, indemnify, and hold harmless Seller from and against any and all losses, claims, liens, costs, expenses, demands, and/or liabilities, including reasonable attorneys' fees, arising out of or in connection with Buyer's activities pursuant to this Section 7.

8. TITLE.

(a) The Property shall be conveyed in an "As Is, Where Is and With All Faults" condition, without warranty, expressed or implied, except for the limited warranty of title. Other than as set forth in (i) this Section 8 and Section 9 below, and (ii) the limited warranty of title to be included in Seller's deed, and referenced in Section 8(b) below (collectively, the "Seller's Warranties"), SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO (I) THE NATURE, QUALITY, OR CONDITION OF THE PROPERTY; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE SUITABILITY OF THE PROPERTY FOR ANY USE OR USES BUYER MAY INTEND TO CONDUCT; (IV) THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; OR (V) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. Buyer acknowledges that Buyer has entered into this Agreement with the intention of making and relying upon its own investigation of the physical, environmental, economic use, compliance, and legal condition of the Buyer and that Buyer is not now relying, and will not later rely, upon any representations and warranties made by Seller or anyone acting or claiming to act, by, through or under or on Seller's behalf concerning the Property, except for Seller's Warranties. The provisions of this Section shall survive indefinitely any Closing or termination of this Agreement and shall not be merged into the Closing documents.

Seller _____ Buyer _____

(b) Seller warrants that it has good marketable record fee simple title to the Property subject to the following: (ii) to any matters which an accurate survey or physical inspection of the Property may show; (iii) licenses, rights of way and easements, if any, for public utilities; (iv) valid covenants, easements, conditions and restrictions existing against the Property, which expressly includes the Covenants; (v) applicable governmental laws, rules, regulations, zoning, or land use restrictions; (vi) tenants in possession under either recorded or unrecorded leases (the "Permitted Exceptions"). Seller shall, at the closing, convey the Property to Buyer by limited warranty deed, with good and marketable title in fee simple, free and clear of all liens or encumbrances except as set forth above. "Good and marketable title", as used herein, shall mean title which is insurable by a reputable title insurance company at standard rates on the ALTA form then in use in the county where the Property lies and with exception only to the exceptions set forth above. The availability of such title insurance shall be conclusive evidence of the marketability of title to the Property, and, conversely, the inability of Buyer to obtain such policy shall be conclusive evidence that title to the Property is not marketable as required herein.

(c) Within the Inspection Period, Buyer shall obtain, if available based upon the status of Seller's title, a title insurance commitment and shall forward a copy to Seller upon receipt from the title company. Approval as to all easements and exceptions which show on the commitment shall be deemed given at the end of the Inspection Period unless on or before the final day of the Inspection Period, Buyer shall give notice to Seller that it disapproves an item or items. In such case and excluding any Permitted Exceptions, the removal of each item so disapproved shall be a condition to Buyer's obligation to close. Should Buyer's title examination reveal any legal defects in the title, Buyer shall promptly notify Seller of such legal defect and Seller will have ten (10) days from the receipt of such notice within which to take steps to cure such defects. If Seller is unable or unwilling to cure such defects within said ten-day period, Buyer shall have the right to terminate this Agreement and receive a prompt refund of Buyer's Deposit and this Agreement shall be void and without further recourse to the parties. In the alternative, Buyer may elect to accept such title as Seller can deliver to the Property in its then condition and pay the Purchase Price without deduction or other rights of setoff.

9. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller makes the following representations and warranties to Buyer, each of which is true in all material respects to the Seller's actual knowledge, but without independent investigation, as of the Effective Date hereof and shall be true as of the Closing Date:

(a) Seller is a duly organized and validly existing municipal corporation under the laws of the State of South Carolina (the "State") and is authorized to do business in the State.

(b) Seller owns the Property and has duly authorized the execution and performance of this Agreement and the transactions contemplated hereunder, and such execution and performance will not violate any term of its articles of organization, operating agreement or other organizational documents.

Seller _____ Buyer _____

(c) Except for the approval ordinance of the governing body of the Seller enacted on _____, 2025, no third-party approval or consent is required for Seller to enter into this Agreement or to consummate the transactions contemplated hereby.

(d) This Agreement and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms.

(e) To the best of Seller's knowledge and belief but without independent investigation, Seller has not received from any agency notice of, nor does the Seller have any actual knowledge of any condition of the Property which violates any environmental rules, regulations or guidelines to which the Property is or may be subject.

(f) To the best of Seller's knowledge and belief but without independent investigation, there are no pending suits, proceedings, judgments, liens or executions against or affecting the Seller that would or could affect title to the Property.

(g) Seller has not received any written notice from any governmental authority of a violation of any governmental laws, regulations, codes or other requirements (including, without limitation, environmental, zoning, building, fire, health and anti-discrimination laws, regulations and codes) on the Property, which has not been remedied.

(h) There are no other tenants in possession of, or claiming any possession to, any portion of the Property or the improvements thereon.

(i) To the best of Seller's knowledge and belief but without independent investigation, there are no burial pits, buried waste, cemeteries, endangered plants or animals or underground or above-ground storage tanks or Hazardous Substances located on, in or under the Property or used in connection therewith. "Hazardous Substances" shall include any substances, materials or wastes which are or become defined as hazardous or toxic or regulated by, or otherwise give rise to liability under, any applicable local, state or federal law, including but not limited to those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101), and also including without limitation substances that are (i) petroleum or petroleum byproducts, (ii) asbestos, mold or microbial matter (iii) polychlorinated biphenyls, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sec. 1251, et. seq. (33 U.S.C. Sec. 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Sec. 1317), (v) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901, et. seq. (42 U.S.C. Sec. 6903) or (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601, et. seq. (42 U.S.C. Sec. 9601).

(j) Seller is in compliance with all federal, state, municipal, and local laws, statutes, codes, ordinances, orders, decrees, rules, or regulations relating to terrorism or money laundering (collectively, the "Anti-Terrorism Laws"), including without limitation,

Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56, known as the Patriot Act), and the regulations of the Office of Foreign Assets Control and is not a Prohibited Person under the Anti-Terrorism Laws.

(k) Seller is not involved, voluntarily or otherwise, in any bankruptcy, reorganization or insolvency proceeding.

(l) There is no management, employment, service, equipment, supply, maintenance, water, sewer, or other utility or concession agreement or agreement with any parties (including improvement or development escrows or bonds) with respect to or affecting the Land that will burden the Land or Buyer after the Closing in any manner whatsoever. There are no pending contracts for the sale of any of the Land, other than this Agreement.

(m) No work has been performed or is in progress upon, and no materials have been furnished to, the Land, which might give rise to any mechanic's, materialmen's, or other liens against the Land. There are no special assessments, pending or certified, which may now or hereafter become an obligation of Buyer, monetary or otherwise.

(n) Prior to the Closing, Seller shall maintain marketable fee simple title to the Land. The Seller is the sole owner of the Land, and there are no parties in possession of any of the Land or any interests therein or thereon. At Closing there will be no parties in possession of any of the Land whether as lessees, tenants-at-sufferance, trespassers or otherwise, other than Seller.

10. BUYER REPRESENTATIONS AND WARRANTIES; CONDITIONS SUBSEQUENT.

(a) Buyer hereby represents and warrants to Seller that Buyer has full power and right to enter into and perform its obligations under this Agreement and the other agreements contemplated herein to be executed and performed by it. The representation and warranty made by Buyer herein is made with the understanding that Seller has relied upon such representation and warranty and with the understanding that such representation and warranty shall be correct and true as of the Closing Date (as defined herein) with the same force and effect as if made as of the Closing Date.

(b) After Closing, the Buyer shall proceed with the immediate and timely development of the Project, including all necessary steps to initiate the Construction Commencement (as such term is defined below) within 15 months of the Effective Date. Should the Buyer fail to complete the Construction Commencement within [15] months after the closing of the Property, the Buyer has predetermined that the Project is no longer viable and the Seller shall be provided an option to repurchase the Property under the terms of that certain Option to Repurchase Agreement between the Buyer and Seller executed and delivered simultaneously with this Agreement.

(c) "Construction Commencement" means the first date on which each of the following

has occurred: (i) the Seller's site plan for the Project is approved and finalized, and not in violation of the Covenants; (ii) payment and performance bonds, written evidence of which has been provided to the Buyer and are in place for the Project and will remain in existence throughout the construction of the Project; (iii) one or more initial draw requests, which may include a draw request from the Equity Commitments (as defined herein), have been made to, processed by, and approved by the Buyer's lender of record; (iv) a land disturbance or similar building permit has been issued by the Buyer for the Project; and (v) the Developer has initiated the disturbance of soils associated with clearing, grading or excavating activities or other construction activities associated with the construction and development of the Project.

11. TAX DEFERRRED EXCHANGE. Buyer has informed the Seller that it may desire to have this transaction constitute a tax-free exchange of properties utilizing the provisions of Section 1031 of the Internal Revenue Code of 1986, as amended. Seller agrees to cooperate with the Buyer in order to effectuate and facilitate such an exchange, provided that: (a) the exchange does not delay Closing under this Agreement, (b) the Seller does not incur any additional liability or expense (other than nominal legal fees for reviewing any exchange documentation) as a result of its cooperation, and (c) the Seller is not required to enter into any contract to purchase any other property, or take title to any property. In particular, Seller agrees that Buyer may assign its rights under this Agreement prior to Closing to a "Qualified Intermediary," as that term is defined in Section 1031 of the Internal Revenue Code 1986, as amended.

12. CLOSING AND DELIVERY OF POSSESSION; EQUITY COMMITMENT.

(a) The closing of the transaction contemplated by this Agreement (hereinafter referred to as the "Closing") shall take place on or before the later of (i) thirty (30) days after the end of the Inspection Period, or (ii) upon written confirmation to the satisfaction that Seller has fulfilled the Equity Commitment (as defined in Section 12(b) below) at a mutually acceptable time at the Buyer's closing attorney's offices (hereinafter referred to as the "Closing Date"). Buyer shall provide the Seller with no less than five (5) days prior written notice of the proposed location, date and time of Closing. Provided, however, and notwithstanding the foregoing, the parties shall endeavor to close by mail so that neither party's physical presence is required at Closing.

(b) "Equity Commitment" means one or more binding, enforceable agreements executed by institutional or accredited investors obligating such investors to contribute, in the aggregate, not less than Twenty Million Dollars ($20,000,000) in equity capital to Buyer (or to an entity controlled by Buyer) for the purpose of financing the acquisition, development, or operation of the Project. As a condition precedent to Closing, Buyer shall deliver to Seller true and complete copies of such agreements, together with evidence reasonably satisfactory to Seller that such Equity Commitments are legally valid, in full force and effect, and available for funding as of the Closing Date. Further, funds provided by Seller, including funds necessary to purchase the Property hereunder, shall be includable in the determination of the Equity Commitment. Completion and confirmation of the fulfillment of the Equity Commitment shall be completed by no later than one year from the Effective Date (the "Equity Commitment Deadline").

Seller _____ Buyer _____

(c) Upon execution and delivery of all of the closing documents including, but not limited to, the original executed limited warranty deed in recordable form subject to the Permitted Exceptions (the "Deed"), Buyer shall pay to Seller the balance of the Purchase Price as set forth in this Agreement subject, however, to Buyer's closing attorney updating title to the Property to confirm the same as subject to the Permitted Exceptions.

13. CLOSING DOCUMENTS. At Closing, Seller shall cause to be conveyed to Buyer, by a limited warranty deed, good and marketable, insurable fee simple title to the Property, free and clear of all defects, claims, liens and encumbrances except the Permitted Exceptions. At Closing, Seller shall also execute and deliver to Buyer the following:

(a) The Limited Warranty Deed;

(b) A bringdown certificate certifying that the representations and warranties set forth in Section 9 above remain true and correct as of Closing.

(c) A no lien affidavit reasonably satisfactory to the title insurance company issuing the title insurance on the Property to the Buyer and/or its lender, in order to delete from the title policy to be issued the standard printed exceptions relating to mechanics' liens and parties in possession;

(d) An affidavit reflecting whether Seller is a foreign or non-foreign person in accordance with the provisions of the Internal Revenue Code and U.S. Treasury Regulations;

(e) An affidavit reflecting whether Seller is a resident of the State for purposes of the South Carolina real estate sales withholding laws;

(f) A tax compliance certificate or an affidavit certifying that the same is not required in accordance with S.C. Code Ann. §12-54-124;

(g) Such documents of Seller authorizing the sale of the Property to Buyer and the execution of all closing documents by Seller as are reasonably required by the title insurance company issuing the title insurance policy on the Property to Buyer;

(h) Closing statement; and

(i) Such other instruments as are necessary or reasonable to consummate the transaction contemplated by this Agreement, including such documents as are necessary to cause the title insurer to issue the title policy on the Property to the Buyer and/or its lender for no less than the Purchase Price and loan amount, as the case may be.

14. EXPENSES. In addition to other provisions for the payment of the expenses contained in this Agreement, Seller shall pay for its own attorney's fees and for deed stamps, transfer taxes, or other similar taxes or fees for recording based in whole or in part upon the consideration of the value of the Property. Buyer shall pay for the cost of the title examination and title insurance, the

cost for the Current Survey, if any, the cost of recordation of the warranty deed and quitclaim deed, Buyer's attorney's fees, loan fees and other fees and expenses incurred by Buyer in connection with acquiring the Property.

15. PRORATIONS; SECURITY DEPOSITS. *Ad valorem* taxes, lease payments and all other items of income and expense in connection with the operation of the Property shall be prorated between Seller and Buyer as of the Closing Date based upon the best information available. Any special assessments or improvement liens which have been certified or which constitute a lien against the Property as of the Closing Date shall be paid by Seller.

16. CONDEMNATION. In the event any portion of the Property shall be taken in an eminent domain proceedings prior to the Closing, or in the event the Seller receives, prior to Closing, written notice of a proposed eminent domain proceeding against the Property, Seller shall promptly notify Buyer and Buyer, by notice to Seller within thirty (30) days following Seller's notice, may elect to either terminate this Agreement or continue this Agreement in full force and effect. In the event the Buyer elects to terminate this Agreement, the Deposit shall be immediately refunded to Buyer. In the event the Buyer elects to continue this Agreement in full force and effect, the Seller shall at Closing assign to Buyer all of its rights in and to any such condemnation awards or proceedings.

17. RISK OF LOSS. The risk of any and all losses to the Property as a result of a casualty from and after the Effective Date hereof but prior to Closing shall be on the Seller. In the event that a "substantial portion" of the Property is damaged by a casualty prior to the Closing Date, Buyer may elect to terminate this Agreement in which event this Agreement shall thereafter be null, void and of no further effect and the Deposit shall be returned to Buyer; or if Buyer so elects, Buyer may purchase the Property in its damaged condition and receive an assignment of Seller's insurance proceeds on the Property. For purposes hereof, a "substantial portion" of the Property shall constitute damage which costs more than Fifty Thousand and No/100ths Dollars ($50,000.00) to repair.

18. BROKER. Seller and Buyer represent and warrant each to the other that such party has not dealt or consulted with any real estate broker or agent in connection with the transaction contemplated by this Agreement. To the extent permitted by law and subject to a legally valid appropriation of funds by the governing body of the Seller, each party agrees to indemnify and hold harmless the other party hereto against any claim from any other broker or party arising from the indemnitor's actions.

19. DEFAULT, CURE AND REMEDIES.

(a) Default By Seller. In the event Seller shall fail to perform or comply with any covenant, agreement or condition contained in this Agreement for any reason other than Buyer's default and such default is not cured within ten (10) days of written demand by the Buyer, then Buyer, at its option, may: (i) terminate this Agreement and receive a full refund of its Deposit; or (ii) proceed at law or in equity to enforce the Buyer's right of specific performance.

Seller _____ Buyer _____

(b) Default by Buyer. In the event Buyer shall fail to perform or comply with any covenant, agreement or condition contained in this Agreement for any reason other than Seller's default and such default is not cured within ten (10) days of written demand by the Seller, then Seller, at its option, may terminate this Agreement and receive the Deposit as agreed liquidated damages and in full settlement of any claims which Seller may have against Buyer, it being expressly agreed that the actual amount of Seller's damages will be difficult to ascertain and therefore, said Deposit is a fair measure of the Seller's damages. In such event, all rights and liabilities under this Agreement shall terminate and be null and void upon the payment of the Deposit to Seller. No notice of default or time to cure shall be required in matters relating to Buyer's obligation to pay funds by a specified date or to provide notice to Seller in a timely manner. For purposes herein, it is expressly agreed by the parties that any failure to secure and complete the Equity Commitment after both the lapse of the Inspection Period and the lapse of the Equity Commitment Deadline shall be considered a default by Buyer, whereupon the Seller shall be entitled to request the Deposit from the Escrow Agent without any challenge imposed by Buyer (as otherwise permitted by Section 3 hereof), and notwithstanding anything in this Agreement to the contrary, Escrow Agent shall be fully entitled to remit the Deposit to Seller upon request.

(c) Waiver. Failure of the non-defaulting party to give notice of an uncured default shall not constitute waiver of such default unless so stated in writing by the non-defaulting party.

(d) Attorney's Fees and Costs. If any litigation shall be instituted for the purpose of enforcing or interpreting any of the provisions of this Agreement, the prevailing party, as determined by the Court having jurisdiction thereof, shall be entitled to recover, in addition to all other relief, an amount equal to all costs and expenses incurred in connection therewith, including, without limitation, reasonable legal expenses (including but not necessarily limited to reasonable fees for services of attorneys) at the trial level and in connection with all appellate proceedings.

20. TIME. Time is of the essence with respect to each and every provision of this Agreement. However, any time period provided for herein which shall end on a Saturday, Sunday or legal holiday, shall extend to 5:30 P.M. of the next full business day.

21. NOTICES. Whenever notice is required or permitted under the terms of this Agreement, it shall be in writing and (a) personally delivered or (b) sent postage or delivery charges prepaid either (i) by United States mail, certified, return receipt requested, in which case notice shall be deemed to occur on the certified date of delivery or rejection of delivery or (ii) by any recognized express delivery service which provides evidence of delivery, in which case notice shall be deemed to occur on the date of delivery, or (c) by facsimile transmission or email during normal business hours on a business day evidenced by written confirmation that the transmission was received provided that such telecopier/email notice is also promptly followed by one of the procedures set forth in (i) or (ii), in which case notice shall be deemed to occur on the date of facsimile/email transmission.

All notices or other communications provided for herein shall be in writing and shall be delivered in accordance with the terms hereof to the parties at the following addresses:

If to the Seller:

ARK Management One Corporation
[INSERT]

With a copy to Buyer's Counsel and Escrow Agent:

Daniel J Hoy of Bradley K. Richardson, PC
200 Wall Street
Piedmont, SC 29673
Danny@bkrlaw.net
864.622.1891

If to Seller:

City of Clinton, South Carolina
Attn: City Manager
M.S. Bailey Municipal Center
211 North Broad St., Suite A
Clinton, SC 29325
jmeadors@cityofclintonsc.com
864-200-4545

With a copy to Seller's Counsel:

Pope Flynn, LLC
Attn: Lawrence E. Flynn III
PO Box 11509
Columbia, SC 29201
lflynn@popeflynn.com
803.354.4902

Legal counsel for a party may provide or deliver a notice on behalf of such party. Any party wishing to change its address or the name of the person to whom notices should be delivered from that set forth above may do so in accordance with the notice provisions set forth in this Section.

22. MISCELLANEOUS PROVISIONS.

(a) Counterparts. Buyer and Seller agree that executed counterparts of this Agreement transmitted by DocuSign, facsimile, or scanned and e-mailed shall be deemed to constitute an original for all purposes. Notwithstanding the foregoing, any counterpart executed by the Seller must be performed with a written signature as electronic signatures are not permitted by State law.

(b) Choice of Law. This Agreement is to be governed by, enforced and construed in

Seller _____ Buyer _____

accordance with the laws of the State.

(c) Assignment. Except for the limited purpose of an assignment to a Qualified Intermediary under Section 11 hereof, the Agreement is not assignable by Buyer without the express written consent of Seller; provided, however, Buyer may assign this Agreement without Seller's consent to an entity in which a principal of Buyer has more than a 50.1% controlling ownership interest. However, no assignment shall relieve Buyer of its obligations pursuant to this Agreement. The words "Buyer", "Seller", "parties" and "party" herein include their heirs, administrators, executors, legal representatives and successors. The words and any pronouns relative thereto also include the masculine, feminine and neuter gender, and the singular and plural number, whenever required to interpret the Agreement reasonably.

(d) Entire Agreement. This Agreement contains the entire agreement between Seller and Buyer and cannot be varied or modified except by written instrument signed by both parties hereto. The parties further agree that there are no other written or oral agreements, understandings, representations, or warranties which have not been expressly set forth herein. This Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto except as otherwise stated herein.

(e) Waiver. No waiver hereunder of any condition or breach shall be deemed to be a continuing waiver or a waiver of a subsequent breach.

(f) Headings. Headings used hereunder are for convenience only and do not constitute a substantive part of this Agreement.

(g) Survival of Agreement. Except for those items stated to expressly survive this Agreement, all other warranties and representations made herein shall not survive the Closing hereof and shall not merge with the delivery of the deed for the Property and all related documents.

(h) Invalid Provisions. In the event any one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement.

(i) Interpretation Presumption. The parties represent and warrant to one another that each has, by counsel or otherwise, actively participated in the finalization of this Agreement, and in the event of a dispute concerning the interpretation of this Agreement, each party hereby waives the doctrine that an ambiguity should be interpreted against the party which has drafted the document.

(j) FOIA. The parties acknowledge that Seller is subject to the South Carolina Freedom of Information Act, which is codified at Title 30, Chapter 4 of the Code of Laws of South Carolina 1976, as amended ("FOIA"). To the extent any information exchanged by the parties is not otherwise exempted from FOIA, it shall be subject to disclosure by Seller. However, while the parties are negotiating the sale of the Property, the parties intend that their negotiations, including this Agreement and any other agreements or contracts contemplated by this Agreement, shall remain confidential under Section 30-4-40(5) of FOIA for a period equal to the earlier of (i) the date that the deed for the Property is signed

or (ii) 12 months from the Effective Date. Any documents intended by either the Seller or Buyer to be confidential (the "Confidential Materials") shall be clearly marked with the following statement: "Confidential Materials – DO NOT DISCLOSE." In the event Seller receives a request for any Confidential Materials, Seller will notify the Buyer in writing within two business days of such request. Nothing herein obligates Seller to withhold non-exempt documents or prevents the Buyer, at its sole costs and expense, from seeking a protective order or other appropriate remedy to limit disclosure of any Confidential Materials or other documents that may be withheld under FOIA.

[THIS SPACE IS INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

Seller _____ Buyer _____

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be signed in their names by their duly authorized officers as of the Effective Date.

EXECUTED by the Seller this ___ day of _____, 2025.

SELLER:

City of Clinton, South Carolina

_____

Joey Meadors, City Manager

EXECUTED by the Buyer this ___ day of _____, 2025.

BUYER:

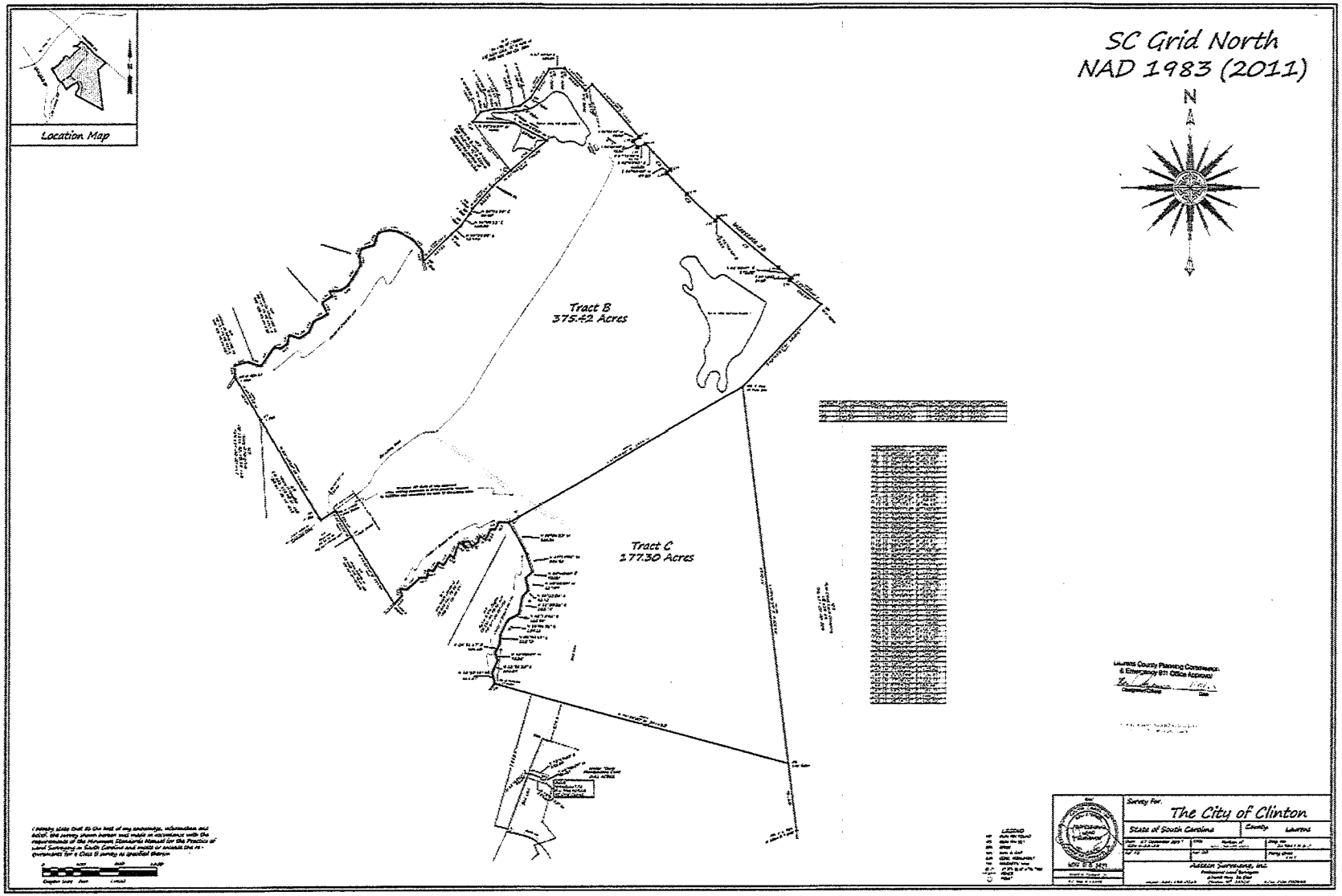
ARK Management One Corporation

_____

By, John Suter Its, President and Sole Shareholder

EXHIBIT A

EXISTING SURVEY MAP



STATE OF SOUTH CAROLINA)
)
COUNTY OF LAURENS)

OPTION TO REPURCHASE AGREEMENT

THIS OPTION TO REPURCHASE AGREEMENT (this "***Agreement***") is executed as of this __th day of _____ 2025 (the "***Effective Date***"), by and between the City of Clinton, South Carolina (the "***City***"), and ARK Management One Corporation (the "***Developer***", and each a "***Party***" and together the "***Parties***").

RECITALS

A. The City is a municipal corporation located in Laurens County, South Carolina and as such possesses all general powers granted by the Constitution and laws of the State of South Carolina (the "***State***") to such public entities.

B. The Developer, a South Carolina domestic corporation, is experienced in commercial development and redevelopment throughout the State and surrounding region.

C. The City recognizes that it is necessary and potentially beneficial to promote economic development and redevelopment within the City.

D. The Developer recently completed acquisition of the Property (as defined herein) from the City.

E. The Developer is planning a significant commercial redevelopment of the Property, including recreation facilities, hotel facilities, retail facilities and other commercial hospitality amenities (the "***Project***")

F. The development of the Project shall involve a minimum investment of [$30,000,000] and shall create at least [30-40] jobs.

G. The Project will be located on the Property, which is anticipated for conveyance to the Developer for the sum of $2,500 per acre (the "***Purchase Price***") under the terms of that certain Contract of Sale and Purchase between the City and the Developer dated the date hereof (the "***Purchase Agreement***").

NOW THEREFORE, in consideration of the Option Price (as defined below) and other valuable consideration, the receipt and sufficiency of which as consideration are hereby acknowledged, the Parties hereby covenant, agree and contract as follows:

1. OPTION TO PURCHASE; OPTION PRICE. The Developer hereby bargains, grants, sells and conveys to the City an exclusive option (the "***Option***") to purchase the Property (as defined below) subject to the terms and conditions contained in this Agreement. During the Option Term (as defined herein) the City shall have the exclusive right to purchase the Property, subject to the provisions of this Agreement, for the purchase price of [$2,250] per acre (the "***Option Price***"). The Option is

limited to a repurchase of the entirety of the Property, as it is not contemplated any portion of the Property shall be retained by the Developer in the event the Option is exercised.

2. THE PROPERTY. In the event of the Project Lapse (as defined in Section 5 below), the Developer grants the Option to the City, whereupon the City may elect to reacquire fee simple title in and to that certain property conveyed by the City to the Developer that is generally known as "Tract B" and "Tract C", consisting of approximately 552.72 +/- acres bearing Laurens County TMS# 901-34-01-004, as further shown on the survey map attached hereto as Exhibit A (collectively, the "***Property***"). The Property is further described as follows:[1]

Tract B

That certain tract of land lying and being in the City of Clinton, Laurens County, South Carolina, containing approximately 375.42 acres of land and designated as Tract B on that Survey for The City of Clinton by Foard H. Tarbert, Jr., SC Registered Professional Land Surveyor No. 11072, dated December 27, 2017, last revised on April 23, 2018, and recorded in the Laurens County Register of Deeds Office on January 6, 2022, in Plat Book A937, page 3.

Tract C

That certain tract of land lying and being in the City of Clinton, Laurens County, South Carolina, containing approximately 177.30 acres of land and designated as Tract C on that Survey for The City of Clinton by Foard H. Tarbert, Jr., SC Registered Professional Land Surveyor No. 11072, dated December 27, 2017, last revised on April 23, 2018, and recorded in the Laurens County Register of Deeds Office on January 6, 2022, in Plat Book A937, page 3.

The Parties expressly recognize that the City's rights to repurchase the Property under this Repurchase Agreement shall be superior in all respects to any lien on the Property filed by or granted lender of record for the Project (the "***Lender***"). In order to extinguish or diminish any superior rights granted to the City hereunder, the City must expressly agree in writing to subordinate any interest in the Property to Lender or any other lienholder of reorder

3. TERM OF THE OPTION. If a Project Lapse occurs, the City, beginning on or after the date the Property is initially acquired by the Developer through the Expiration Date (as defined below) (the "***Option Term***"), may exercise its rights under this Agreement to repurchase the Property. If the City does not timely exercise its rights hereunder, this Agreement shall terminate on one (1) year from the date of the occurrence of the Project Lapse (the "***Expiration Date***"), unless extended by mutual agreement of the Parties. Additionally, the Option Term and this Agreement shall immediately expire and terminate in the event Construction Commencement occurs under the Inducement Agreement.

[1] Such legal descriptions do not contemplate the subsequent conveyance to the Developer, but rather are intended to identify the Property by reference.

4. EXCLUSIVITY; COMMITMENTS.

A. The Developer agrees, warrants and represents that the Option granted and conveyed pursuant to this Agreement is and shall remain the only option, right or agreement to purchase the Property during the Option Term, and that the Developer, other than rights of the Lender (if the City grants a subordination), shall not take any action, or fail to take any necessary action, that will result in the further encumbrance of the Property during the Option Term.

B. The Developer will not cause or permit any action to be taken, or fail to take such action when necessary, which would cause any of the foregoing representations or warranties to be untrue as of the Effective Date through the Expiration Date. The Developer agrees to immediately notify the City in writing of any event or condition to the Developer's knowledge which occurs prior to the Expiration Date, which causes a change in the facts related to or the truth of any of the above representations.

5. EXERCISE OF OPTION.

A. The City may only exercise the Option upon the occurrence of a Project Lapse.

B. After closing on the Property, the Developer shall proceed with the immediate and timely development of the Project, including all necessary steps to initiate the Construction Commencement (as defined below) within 15 months of the Effective Date. Should the Developer fail to complete the Construction Commencement within [15] months after the closing of the Property, the Developer has predetermined that the Project is no longer viable and grants the City the option to purchase the Property back from the Developer at a price less than the Purchase Price (the "***Project Lapse***").

C. "***Construction Commencement***" means the first date on which each of the following has occurred: (i) the Developer's site plan for the Project is approved and finalized, and not in violation of the Covenants; (ii) payment and performance bonds, written evidence of which has been provided to the City and are in place for the Project and will remain in existence throughout the construction of the Project; (iii) one or more initial draw requests, which may include a draw request from the Developer's equity commitments, have been made to, processed by, and approved by the Developer's lender of record; (iv) a land disturbance or similar building permit has been issued by the City for the Project; and (vv) the Developer has initiated the disturbance of soils associated with clearing, grading or excavating activities or other construction activities associated with the construction and development of the Project. Construction Commencement shall be evidenced by execution and delivery of a written and dated certificate of the Developer, in a form substantially similar to the form attached hereto as Appendix A. Respecting items 5(B)(i) and 5(C)(ii) above, written evidence of such actions must be further confirmed by the Developer's lender, or lenders, of record.

D. Upon the occurrence of a Project Lapse, which shall be certified and through the delivery of that certain Certificate as to Project Lapse, a copy of which is attached hereto as Appendix B, the Option granted herein must be exercised by the City on or before the Expiration Date. At any time during the Option Term, the City shall deliver written notice (the "***Notice***") to the Developer by personal

delivery or by certified mail of its intention to exercise the Option. The Notice shall set forth the deadline for closing on the reconveyance of the Property (the "***Closing Date***"), which shall not be less than 30 days, nor greater than 120 days, after the date upon which the Option is exercised. In the event that the City fails to exercise the Option within the Option Term, neither Party shall have any further liability or obligations under this Agreement.

6. ACCESS TO PROPERTY; TESTS AND SURVEYS. During the Option Term, the Developer shall permit the City's representatives to have full access to the Property for the purposes of conducting appraisals, surveys, soil and engineering studies, environmental surveys and other reasonable investigations (collectively, the "***Surveys***"). The City shall bear the entire cost for any Surveys. In the event that any Survey requires the disturbance of the Property, the City shall restore the Property to its prior condition. The City shall provide the Developer with reasonable advance notice of any need to gain access to the Property, which shall not be less than 24-hours notice.

7. CONVEYANCE OF REAL PROPERTY; TITLE. If the Option is exercised, title to the Property shall be conveyed to the City as follows:

A. Should the City exercise the Option and elect to repurchase the Property hereunder, the City shall examine title and furnish Developer with a written statement of objections affecting the intended use and marketability of said title. If City notifies Developer of any title objection, Developer shall have a reasonable time after receipt of such notice within which to satisfy all valid objections, and if Developer fails to satisfy such valid objections at or prior to the closing, then City shall have the option of (a) waiving such objections or any of them and proceeding to close, or (b) declaring this Repurchase Agreement null and void and of no effect, whereupon the Parties shall be relieved of all obligations and liabilities hereunder.

B. The City shall deliver to Developer a written statement of objections, if any, to Developer's title to the Property within thirty (30) days of the date after the City informs the Developer of its intention to exercise the Option. The Developer shall have thirty (30) days after the receipt of such statement of objections in which to cure or remove the same. Developer does hereby covenant and agree to use Developer's best efforts to cure or remove said objection within said thirty (30) day period. Upon agreement of the Parties, this Agreement shall be extended by an additional sixty (60) days to correct the title deficiencies. Any objections arising after the Developer's original acquisition date of the Property, as determined in the sole discretion of the City and particularly any objection resulting from a violation of any of those certain Declaration of Covenants, Restrictions, and Easements dated July 25, 2022 and recorded in Book D 1672 at Pages 37-49 in the Register of Deeds for Laurens County (the "***Covenants***"), shall be removed, cured or resolved to the City's satisfaction by Developer prior to closing, and any such failure to act by the Developer shall indefinitely toll the termination of this Repurchase Agreement through the date that such objection is removed, cured or resolved.

8. DEVELOPER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS. Upon the exercise of the Option, the Developer shall make the following representations, warranties and covenants to the City:

A. The Developer is the sole owner of good and marketable fee simple title to all of the Property, insurable subject only to the Covenants and those liens, claims, options, encumbrances, rights-of-way, easements, conditions, covenants and restrictions as may be reasonably acceptable to the City.

B. No options or other contracts have been granted or entered into which are still outstanding giving any other party a right to purchase any interest in the Property and no options or other contracts will be granted or entered into by the Developer giving any other party a right to purchase any interest in the Property.

C. To the best of the Developer's knowledge, the Developer is in compliance with the Covenants and not in violation of and, to the best of the Developer's knowledge, has not received notice of the violation of any applicable building, zoning or other ordinances, resolutions, statutes or regulations of any government or governmental agency in respect to operation, use, maintenance or condition of the Property or any part thereof or requiring any repairs or alterations.

D. To the best of the Developer's knowledge, there are no condemnation or eminent domain proceedings pending or contemplated against the Property or to the best of the Developer's knowledge pending or contemplated against the Property or any part thereof, and the Developer has not received a notice, oral or written, of any public authority or other entity to take or use the Property or any part thereof.

E. The Developer is current with all real and personal property taxes and the Property is free from special taxes or assessments. All roll back taxes accrued against the Option Property shall be paid by the Developer.

F. The City has the right, power and authority to enter into this Agreement and to convey the Property in accordance with the terms and conditions of this Agreement. This Agreement, when executed and delivered by the Developer, will be a valid and binding obligation of the Developer in accordance with its terms.

G. No payments for work, materials or improvements furnished to the Property will be due or owing upon the Closing Date, and the Developer shall execute standard mechanic's lien waiver forms as may be required by the City's title insurance company.

H. The Developer has not, and has no knowledge or reason to believe that any other party has, stored or disposed of any substance or materials on the Property that would be classified by federal, South Carolina, or local laws or regulations as toxic or hazardous wastes or substances ("***Hazardous Substances***"), and the Developer has no knowledge or reason to believe that the Property contains any substances or material that would be classified by federal, South Carolina or local laws or regulations as Hazardous Substances. Developer agrees to indemnify and holder the City harmless for any Hazardous Substances located on the Option Property.

I. The Developer shall not cause or permit any action to be taken, or fail to take such action when necessary, which would cause any of the foregoing representations or warranties to be untrue as the Closing Date. The Developer agrees to immediately notify the City in writing of any event or

condition to the Developer's knowledge which occurs prior to the Closing Date, which causes a change in the facts related to or the truth of any of the above representations. The Developer has disclosed to the City, and will continue to disclose to the City, any and all facts necessary to prevent the statements herein from being misleading.

J. On or before the Closing Date, the Developer will do, make, execute and deliver all such additional and further acts, deeds, instruments and documents as may be reasonably required by the City to completely vest in and assure to the Developer full rights in or to the Property.

9. CITY'S WARRANTIES, REPRESENTATIONS, AND COVENANTS. This Agreement, when executed and delivered by City, will be a valid and binding obligation of City in accordance with its terms. The undersigned representative of the City has the requisite power and authority to purchase the Option. In the event that the City elects to exercise the Option upon a Project Lapse, the Developer will have taken such action necessary to authorize the purchase of the Property pursuant to the terms of this Agreement.

10. RISK OF LOSS. If the Property or any part thereof suffers any damage prior to the Expiration Date, or, in the event that the City elects to exercise the Option, the Closing Date, from fire or other casualty, which the Developer shall have no obligation to repair, the City may either (a) terminate this Agreement and receive a refund of the Option Price, or (b) consummate the purchase of the Property, in which case, the proceeds of any insurance covering such damage shall be assigned to the City on the Closing Date.

11. PRO-RATED ITEMS AND ADJUSTMENTS. The Developer shall pay for the cost of all deed stamps and transfer taxes and the City shall pay for the recording fees of this transaction. The Parties shall each pay their own legal fees related to the transaction contemplated hereby. The Developer shall be responsible for payment of all expenses applicable to the Property that are incurred prior to the Closing Date, including, but not limited to, real estate taxes and assessments and fire, hazard, theft and liability insurance premiums. The City shall be responsible for payment of all expenses applicable to the Property that are incurred from and after the Closing Date including, but not limited to, real estate taxes and assessments and fire, hazard, theft and liability insurance premiums. The adjustments and prorations required under this Agreement shall be computed as of the Closing Date and the Purchase Price paid to the Developer hereunder shall be adjusted to reflect such prorations. The Developer shall be responsible for any rollback taxes relating to the Property.

12. DELIVERY OF CLOSING DOCUMENTS. In addition to other conditions precedent set forth elsewhere in this Agreement, the Developer shall deliver to the City on the Closing Date all of the following documents, the delivery and accuracy of which shall further condition the City's obligations to consummate the purchase and sale herein contemplated:

A. A Limited Warranty Deed satisfactory in form and substance to counsel for the City, conveying good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, easements and restrictions of every nature and description, except those previously approved in writing by the City.

B. The Developer's affidavit or lien waiver satisfactory for the purpose of removing any mechanic's lien exception from any title insurance policy to be issued in connection with the purchase of the Property.

C. An affidavit of the Developer providing the Developer's federal identification number and certifying that this transaction is not subject to withholding taxes in accordance with the laws of the State.

D. Evidence of the authority of the persons signing the deed and other documents to be executed by the Developer at closing and the power and authority of the Developer to convey the Property to the City in accordance with this Agreement.

E. Such other documentation as may be reasonably required in the opinion of the City or its counsel to consummate and close the transaction contemplated herein pursuant to the terms and conditions of this Agreement.

13. POSSESSION. Possession of the Property shall be delivered to the City at the time of closing and delivery of the limited warranty deed.

14. COMPLETENESS AND MODIFICATION. This Agreement constitutes the entire agreement between the Parties hereto with respect to the transactions contemplated herein and it supersedes all prior discussions, undertakings or agreements between the Parties. This Agreement shall not be modified except by a written agreement executed by the Parties.

15. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors and assigns.

16. COUNTERPARTS. To facilitate execution, this Agreement may be executed in as many counterparts as may be required.

17. INVALID PROVISIONS. In the event any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement; this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

18. TIME. Time is of the essence of this Agreement and the provisions hereof.

19. RECORDING. Either Party may record this Agreement or, alternatively, a memorandum of this Agreement in the Office of the Register of Deeds for Laurens County.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF CLINTON, SOUTH CAROLINA

_____ _____

Witness #1 City Manager

_____

Witness #2

ARK MANAGEMENT ONE CORPORATION

_____ _____

Witness #1

_____

[Print Name]

_____

Witness #2

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF LAURENS)

I, the undersigned Notary Public for South Carolina, do hereby certify that the above representative of the City of Clinton, _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this _____ day of _____, 2025.

_____(SEAL)
Print name: _____
Notary Public for S. C.
My commission expires: _____

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF _____)

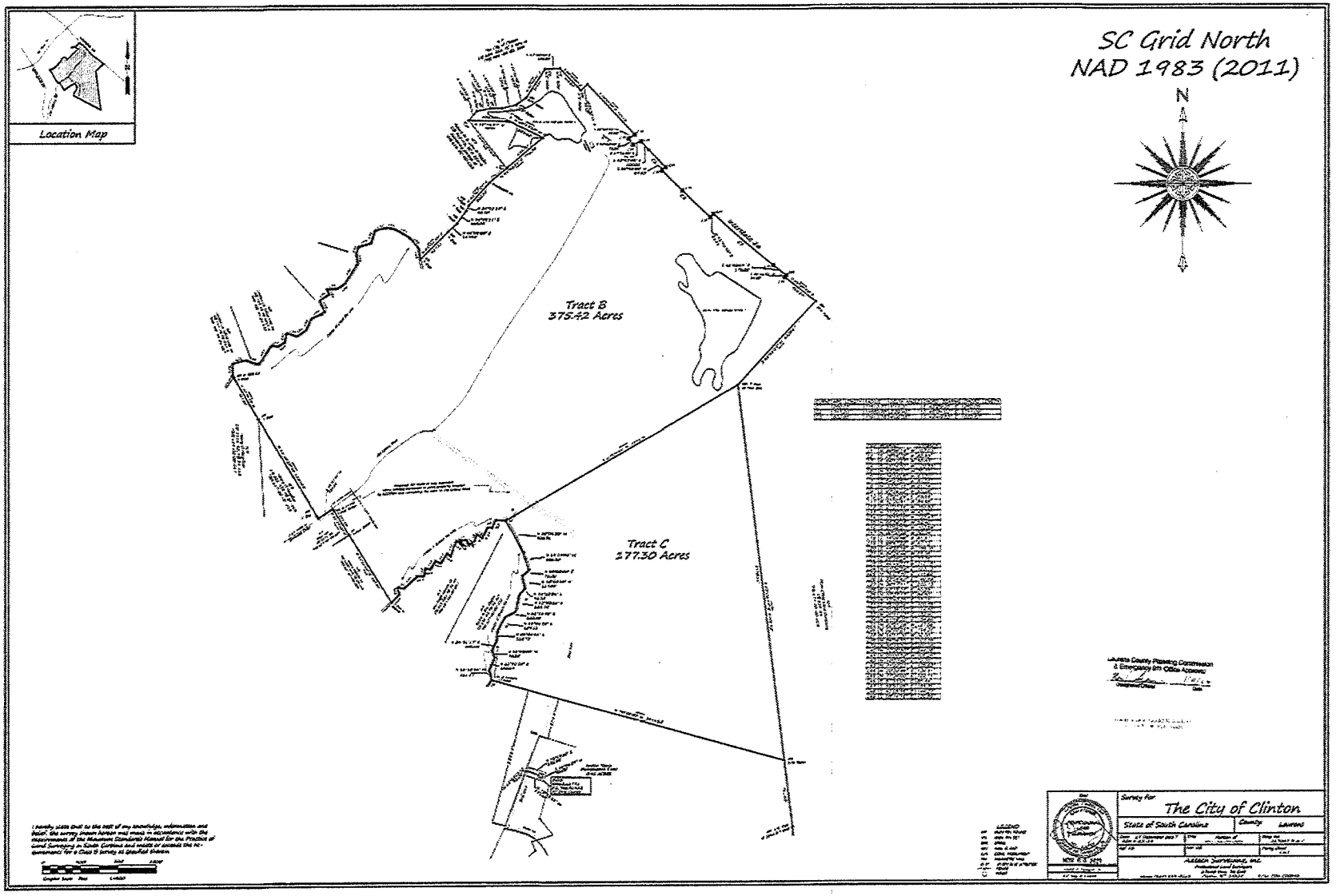
I, the undersigned Notary Public for South Carolina, do hereby certify that the above representative of ARK Management One Corporation, _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this _____ day of _____, 2025.

_____(SEAL)
Print name: _____
Notary Public for S. C.
My commission expires: _____

EXHIBIT A

PROPERTY SURVEY



APPENDIX A

FORM OF THE
CERTIFICATE AS TO COMPLETION OF CONSTRUCTION COMMENCEMENT

Date: _____

TO: CITY OF CLINTON, SOUTH CAROLINA

Consistent with the terms of that certain Option to Repurchase Agreement by and between the City of Clinton, South Carolina and Ark Management One Corporation dated _____, 2025 (the "***Option Agreement***"), it is acknowledged and certified at all of the conditions for Construction Commencement (as defined in the Option Agreement) have been met. Consistent with the provisions of the Option Agreement, no Project Lapse (as defined in the Option Agreement) has occurred and the Option Agreement is terminated.

ARK MANAGEMENT ONE CORPORATION

By: _____
Its: _____
Name: _____

ACKNOWLEDGMENT

I, the undersigned City Manager of the City of Clinton, do hereby acknowledge that the conditions for Construction Commencement have been met to the City's satisfaction. No Project Lapse has occurred and the Option Agreement is terminated.

CITY OF CLINTON, SOUTH CAROLINA

_____
City Manager

APPENDIX B

FORM OF THE CERTIFICATE AS PROJECT LAPSE

Date: _____

TO: ARK MANAGEMENT ONE CORPORATION
[LENDER]

Consistent with the terms of that certain Option to Repurchase Agreement by and between the City of Clinton, South Carolina and Ark Management One Corporation dated _____, 2025 (the "***Option Agreement***"), it is acknowledged and certified a Project Lapse has occurred. Consistent with the provisions of Section 5(B) of the Option Agreement, the City is authorized to exercise the Option.

Terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Option Agreement.

CITY OF CLINTON, SOUTH CAROLINA

By: _____
City Manager