

## PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** (this "Agreement"), dated the \_\_\_\_\_ day of May, 2018, to be effective as of the date the last party executes this Agreement (the "Effective Date"), is made by and between the **Mayor and Aldermen of the City of Savannah**, a municipal corporation organized under the laws of the State of Georgia ("Seller") and **Gateway Behavioral Services**, a Community Services Board as established in the State of Georgia pursuant to O.C.G.A. 37-2-6 ("Purchaser"). Seller and Purchaser are sometimes referred to hereinafter as the "Parties."

In consideration of the mutual covenants herein contained, Seller and Purchaser agree as follows:

### 1.

#### PURCHASE AND SALE

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, the following described property (herein collectively called the "Property"):

(a) Property. That certain tract of land being known as all that certain tract of land located at 601 E. 66<sup>th</sup> Street, Savannah, Chatham County, Georgia, and further referenced as Parcel Identification Number 2-0113-03-013 (the "Property") being more further described in Exhibit "A" attached hereto and subject to survey.

### 2.

#### PURCHASE PRICE

2.1 Purchase Price. At and in the event of Closing (as defined in Section 6.1), Purchaser shall pay to Seller in cash, check or wired funds in United States currency the purchase price (the "Purchase Price") for the Property of One Million Nine Hundred Fifty Dollars (\$1,950,000.00).

### 3.

#### EARNEST MONEY

3.1 Earnest Money. Purchaser shall deliver to Fidelity National Title Insurance Company (the "Escrow Agent") within five (5) business days after the Effective Date a fully-executed copy of this Agreement, by wire transfer in accordance with wire transfer instructions provided by the Escrow Agent, or a letter of credit to be held in Escrow by the Escrow Agent in the amount of \$48,750.00 (the "Earnest Money Deposit"); representing 2.5% of the Purchase Price. The parties shall execute on or prior to the Effective Date the Escrow Agreement attached hereto as Exhibit "B", and the Earnest Money Deposit shall be held by the Escrow Agent in accordance with the terms thereof. Seller shall have the option of terminating this Agreement if the full amount of Earnest Money Deposit is not delivered to the Escrow Agent as provided for in this Section 3.1. Purchaser agrees to deliver promptly or cause the Escrow Agent to deliver written acknowledgment by the Escrow Agent that the executed copy of this Agreement and the Earnest money Deposit have

been received by and are being held by the Escrow Agent pursuant to the terms of this Agreement. If the sale of the Property is consummated under this Agreement, the Earnest Money Deposit shall be paid to Seller and applied to the payment of the Purchase Price at Closing. If Purchaser terminates this Agreement prior to the expiration of the Inspection and Entitlement Periods (as such terms are defined in Section 4.1 below) in accordance with the right to terminate granted to Purchaser in Section 4 of this Agreement, the Earnest Money Deposit shall be returned to Purchaser, and no party hereto shall have any further obligations under this Agreement except for such obligations which by their terms expressly survive the termination of this Agreement (the "Surviving Obligations"). If Purchaser does not terminate this Agreement prior to the expiration of the Inspection and Entitlement Period in accordance with the right to terminate granted to Purchaser in Section 4 of this Agreement, Purchaser shall be deemed to have accepted the Property and to be satisfied with the due diligence and entitlements in connection therewith. After the expiration of the Inspection and Entitlement Periods without the termination of this Agreement by the Purchaser in accordance with Section 4 of this Agreement, the Seller shall be entitled to retain the Earnest Money Deposit unless this Agreement is terminated by Purchaser in accordance with Sections 6.7, Section 7, or Section 8.1 below.

#### 4. CONDITIONS TO CLOSING

##### 4.1 Inspection and Entitlement Periods.

(a) Title Commitment and Survey. At Purchaser's option and sole expense, Purchaser may obtain an updated title commitment (a "Title Commitment") for an Owner's Policy of Title Insurance issued by a title insurance company selected by Purchaser (the "Title Company"). Purchaser may obtain, at Purchaser's option and expense, a current survey of the Property (the "Survey") prepared by a licensed surveyor.

(b) Purchaser's Inspection Period. Purchaser shall have from the Effective Date until sixty (60) days after the Effective Date (the "Inspection Period"), within which to: (A) approve or disapprove the Title Commitment and the Survey (if any), including the information reflected therein, such approvals or disapprovals to be within Purchaser's sole discretion; (B) conduct feasibility studies to determine, in the Purchaser's sole discretion, if the Property is feasible for Purchaser's intended use; and (C) conduct such other investigations as the Purchaser, in Purchaser's sole discretion, shall determine to be necessary or appropriate. If Purchaser determines, for any reason or no reason, that the Property is not suitable for its purposes, Purchaser shall have the right to terminate this Agreement by written notice to the Seller given on or prior to the expiration of the Inspection Period. If Purchaser does not terminate this Agreement prior to the expiration of the Inspection Period in accordance with the right to terminate granted to Purchaser in Section 4 of this Agreement, Purchaser shall be deemed to have accepted the Property and to be satisfied with the due diligence in connection therewith. After the expiration of the Inspection Period without the termination of this Agreement by the Purchaser in accordance with Section 4 of this Agreement, the Seller shall be entitled to retain the Earnest Money Deposit unless this Agreement is terminated by Purchaser in accordance with Sections 6.8,

7, and 8.1 below.

The Inspection Period may be extended for an additional thirty (30) day period (the "Inspection Extension") upon payment on or before the then-applicable date of expiration of the Inspection Period by the Purchaser to the Seller a non-refundable extension fee of Five Thousand and No/100 Dollars (\$5,000.00).

(c) Title and Survey Objections. With respect to title and survey matters, if Purchaser disapproves any particular item by written notice to Seller during the Inspection Period, as it may be extended, Seller shall cure or attempt to cure Purchaser's objections to such item within ten (10) days after Purchaser's notice of disapproval, provided that Purchaser may, at its sole discretion, extend such ten (10) day period for cure. Purchaser shall not be required to give notice of objection to liens, and Seller shall have the obligation to remove any liens which may be removed solely by the payment of money. Except with respect to liens against the Property, Seller shall not be obligated to incur more than \$1,000 in costs to cure Purchaser's title objections. In the event Seller is unable to cure any one or more of Purchaser's objections pursuant to this Section 4.1, Seller shall notify Purchaser in writing of such election within such ten (10) day period. In the event Seller fails to notify Purchaser of its inability to cure any one or more of Purchaser's objections within such ten (10) day period, then such failure to notify Purchaser shall be deemed Seller's acknowledgement that Seller is unable to cure said objections. Purchaser shall then notify Seller as to whether Purchaser intends to: (i) waive the particular objection and continue under the terms of this Agreement; (ii) to cure the uncured objection on behalf of Seller by acting as Seller's attorney-in-fact (the appointment of which Seller is deemed to approve by signing and accepting this Agreement); or (iii) terminate this Agreement. If either Seller elects to cure the objections on its own behalf or Purchaser elects to cure the uncured objections on behalf of Seller, then the accrual of time frames and periods shall be subject to a "standstill" arrangement commencing on the date of receipt by Seller from Purchaser of its notice of objections to title and/or survey and continuing until the date that the objections are cured in Purchaser's sole satisfaction, at which point the standstill arrangement shall terminate and Purchaser shall resume accruing days under said periods. Notwithstanding the foregoing, Purchaser shall be entitled to continue its inspection of the Property during the standstill period. The term "Permitted Exceptions", as used herein, shall mean (i) the title exceptions listed in Schedule B of the Title Commitment which Purchaser approves or is deemed to approve pursuant to this Section 4.1; (ii) any general exceptions and exclusions contained in the standard owner's policy of the Title Company that are not deleted pursuant to the delivery of a standard owner's title affidavit; and (iii) any documents specifically contemplated by this Agreement to be recorded at or prior to Closing. Purchaser shall have until the Closing Date in which to re-examine title to the Property and in which to give Seller written notice of any additional objections to title created after the date of the Title Commitment.

(d) Indemnity by Purchaser. To the extent permitted by Georgia law, Purchaser shall be liable for and shall indemnify Seller for all costs and expenses (not to include assessments or penalties resulting from the discovery of the violation of any laws, statutes,

ordinances or regulations), and/or damage or injury to any person or property resulting from Purchaser's inspections.

(e) Termination. If this Agreement is terminated by Purchaser pursuant to this Section 4.1, or under other circumstances set forth in this Agreement pursuant to which Purchaser is entitled to terminate this Agreement Escrow Agent shall, without being required to consult with Seller or obtain Seller's prior consent, refund the Earnest Money to Purchaser (less and excepting the sum of \$100.00 which shall be paid over to Seller in consideration of entering into this Agreement) within three (3) business days of receipt of a copy of such notice of termination, and neither party shall have any further obligations under this Agreement except with respect to the obligations that expressly survive termination as provided herein. If Purchaser does not terminate this Agreement prior to the expiration of the Inspection Period, Purchaser shall be entitled to continue its inspection and investigation of the Property at any time through the Closing Date, but Purchaser shall be deemed to have waived its right to terminate this Agreement set forth in Section 4.1(a) (except for Seller default or except where Purchaser is otherwise expressly allowed to terminate this Agreement as set forth elsewhere herein).

## 5.

### REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of Seller. To induce Purchaser to purchase the Property from Seller, Seller represents and warrants to Purchaser as follows:

(a) Seller has no knowledge of, and has received no notice from, any governmental authority requiring any work, repairs, construction, alterations or installations on or in connection with the Property, or asserting any violation of any federal, state, county or municipal laws, ordinances, codes, orders, regulations or requirements affecting any portion of the Property, including, without limitation, the Americans with Disabilities Act and any applicable Environmental Requirements. There is no action, suit or proceeding pending or threatened against or affecting Seller or the Property or any portion thereof or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality.

(b) No assessments or charges for any public improvements have been made against the Property which remain unpaid, no improvements to the Property or any roads or facilities abutting the Property have been made or ordered for which a lien, assessment or charge can be filed or made against the Property, and Seller has no knowledge of any plans for improvements by any governmental or quasi-governmental authority which might result in a special assessment against the Property. Seller has incurred no obligations relating to the installation of or connection to any sanitary sewers or storm sewers which shall be enforceable against the Property, and, to the extent that Seller is obligated to do so, all public improvements ordered, advertised, commenced or completed prior to the date of Closing shall be paid for in full by Seller prior to Closing.



(c) The Property is duly subdivided in accordance with all applicable laws and constitutes an independent tract of land for all applicable zoning, subdivision and taxation purposes.

(d) Seller is the holder of fee simple title to the Property and there are no other owners having any interest in the Property.

(e) There are no proceedings pending or threatened by or against Seller in bankruptcy, insolvency or reorganization in any state or federal court.

(f) Seller has the power and authority to enter into this Agreement and to consummate the transactions herein contemplated. Neither the execution and delivery of this Agreement, nor compliance with the terms and conditions of this Agreement by Seller, nor the consummation of the sale, constitutes or will constitute a violation or breach of any agreement or other instrument to which Seller is a party, to which Seller is subject or by which Seller is bound. This Agreement, as executed, is valid, legal and binding upon Seller.

(g) No representation, statement or warranty by Seller contained in this Agreement or in any exhibit attached hereto contains or will contain any untrue statements or omits or will omit a material fact necessary to make the statement of fact therein recited not misleading. If, after Seller's execution hereof, any event occurs or condition exists which renders any of the representations contained herein untrue or misleading, Seller shall immediately notify Purchaser.

5.2 Representations and Warranties of Purchaser. To induce Seller to sell and convey the Property, Purchaser represents and warrants to Seller that it is a government agency established by the State of Georgia, in good standing with the State of Georgia, and that the property will be used in a public purpose; specifically, to provide mental health and related services.

The foregoing representations and warranties shall be deemed to be re-made as of Closing and shall survive Closing.

## 6. CLOSING

6.1 Closing. Unless the parties mutually agree upon another time or date, the closing (the "Closing" or the "Closing Date") shall be held at the offices of Seller's attorney at 10:00 a.m. on or before seventy-five days from the Effective Date hereof; or one hundred and five days if the due diligence period is extended pursuant to Section 4.1.b. Purchaser and Seller may be entitled to a "mail-away" or courier closing if either so requests by notice to the other.

6.2 Outside Date. This Agreement shall automatically terminate and become null and void in the event this transaction has not closed or been terminated prior to one hundred and six (106) days from the Effective Date.

6.3 Possession. Possession of the Property shall be delivered to Purchaser at the Closing, subject only to the Permitted Exceptions.

6.4 Proration; Taxes. The property is currently tax-exempt.

6.5 Closing Costs. Except as otherwise expressly provided herein, Seller shall pay, on the Closing Date, all of the cost of the preparation of the deed and customary Seller affidavits and certifications, any deed transfer taxes, and Purchaser shall pay, on the Closing Date, the cost of any title insurance policies or commitments, the cost of a title search or abstract of the Property, all recording costs, and the cost of any inspections and/or surveys. Any other closing costs shall be adjusted in accordance with local custom for the County and State where the Property is located. Except as otherwise provided herein, each party shall pay its own attorneys' fees. Notwithstanding anything else herein contained, Seller's costs shall be limited to payment of Seller's attorney's fees, including deed preparation, transfer tax and Expenses and ad valorem taxes, and the cost to cure any title objections pursuant to Section 4.1(e) (which amount shall be limited to \$1,000 except with respect to liens against the Property which must be discharged at or prior to Closing).

6.6 Seller's Obligations at the Closing. At the Closing, Seller shall deliver to Purchaser each of the following documents:

(a) Deed. A Limited Warranty Deed (the "Deed") executed by Seller conveying good, marketable and insurable fee simple title to the Land and the Improvements located thereon to Purchaser subject to no exceptions other than the Permitted Exceptions.

(b) Foreign Person. An affidavit of Seller certifying that Seller is not a "foreign person," as defined in the Federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act, as amended.

(c) Owner's Affidavit. An executed affidavit or other document acceptable to the Title Company in issuing the Owner's Policy without exception for possible lien claims of mechanics, laborers and materialmen or for parties in possession, as applicable.

(d) Closing Statement. A closing statement setting forth the allocation of closing costs, purchase proceeds, etc.

(e) Other Documentation. Such other documents as may be reasonable and necessary in the opinion of the Purchaser or its counsel to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement.

6.7 Purchaser's Obligations at the Closing. At the Closing, Purchaser shall deliver to Seller the following:

(a) Purchase Price. The balance of the Purchase Price by certified check, bank

check or wire transfer of immediately available U.S. funds.

(b) Closing Statement. A closing statement setting forth the allocation of closing costs, purchase proceeds, etc.

(c) Certificate of Existence/Good Standing. Intentionally omitted.

(d) Evidence of Authority. If the Purchaser (or its assignee) is a legal entity, such consents and authorizations as Seller may reasonably deem necessary to evidence authorization of Purchaser for the purchase of the Property, the execution and delivery of any documents required in connection with Closing and the taking of all action to be taken by the Purchaser in connection with Closing.

(e) Other Documentation. Such other documents as may be reasonable and necessary in the opinion of the Seller or its counsel to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement.

6.8 Conditions Precedent to Purchaser's Obligations. Purchaser's obligations at Closing (including, but not limited to, the disbursement of proceeds and documents) are subject to the following:

- (a) The issuance of the Title Commitment by the Title Company, "marked down" through Closing, subject only to the Permitted Exceptions, and
- (b) Purchaser's obligation to purchase the Property as set forth herein is conditioned upon Purchaser obtaining financing for the purchase in the amount of 80% of the Purchase Price for a term of 15 years and bearing interest at an interest rate of no more than 5.32% per annum.

## 7.

### RISK OF LOSS

7.1 Condemnation. If, prior to the Closing, action is initiated to take any of the Property by eminent domain proceedings or by deed in lieu thereof, Purchaser may either (a) terminate this Agreement, or (b) consummate the Closing, in which latter event the award of the condemning authority shall be assigned to Purchaser at the Closing.

7.2 Casualty. Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If the Property, or any part thereof, suffers any damage prior to the Closing from fire or other casualty, which Seller, at its sole option, does not repair, Purchaser may either (a) terminate this Agreement, or (b) consummate the Closing, in which latter event the proceeds of any insurance not exceeding the Purchase Price and covering such damage shall be assigned to Purchaser at the Closing together with payment of any applicable deductible.

## 8.

## DEFAULT

8.1 Breach by Seller. If Seller breaches this Agreement, Purchaser shall be entitled to the immediate return of the Earnest Money as its sole remedy.

8.2 Breach by Purchaser. If Purchaser breaches this Agreement, Seller may, as Seller's sole remedy and relief hereunder, terminate this Agreement and thereupon be entitled to receive the Earnest Money as liquidated damages (and not as a penalty). Seller and Purchaser have made the above provision for liquidated damages because it would be difficult to calculate, on the date hereof, the amount of actual damages for such breach, and that these sums represent reasonable compensation to Seller for such breach.

8.3 Return/Delivery of Earnest Money. In the event the Earnest Money is delivered to the Seller, as provided in Section 8.2 above, upon the return or delivery of the same, the parties hereto shall have no further rights, obligations or liabilities with respect to each other hereunder, except for such obligations which expressly survive termination as provided in this Agreement.

8.4 Notice and Cure Rights. In the event of a default under any covenant contained in this Agreement, the non-defaulting party shall give the defaulting party notice of such default, specifying in reasonable detail the nature of the default. Thereafter the defaulting party shall have fifteen (15) days from the date notice of default is given to cure the default. If the defaulting party cures the default within the 15-day period, it shall not incur any liability to the other party for the default. Each party shall reasonably cooperate with any and all attempts by the other to cure any default within the cure-period.

## 9.

### SELLER COVENANTS

9.1 Future Operations. From the Effective Date until the Closing or earlier termination of this Agreement, Seller will (a) keep, maintain and, if applicable, operate the Property in substantially the same condition and manner as of the Effective Date, reasonable wear and tear excepted; and (b) promptly advise Purchaser within five (5) days receipt of notice of any of the following: litigation, arbitration or administrative hearing from the City, County, State or any other authority or otherwise concerning the Property arising or threatened of which Seller has written notice; special assessments or proposed increases in the valuation of the Property; condemnation or eminent domain proceedings affecting any portion of the Property; citations or notices regarding failures to maintain any permits or licenses for the Property; and liens affecting the Property. Seller shall take no action that might materially damage or adversely affect the value of the Property after the Effective Date, and shall not cause or suffer any waste of the Property. The Property shall be in substantially the same condition on the Closing Date as on the Effective Date except as otherwise provided in this Agreement, and Seller shall make all necessary repairs and replacements until the Closing as necessary to comply with the requirements hereof. Until Closing, Seller shall maintain such casualty and liability insurance on the Property as is presently being maintained.

9.2 Leases, Easements Etc. So long as this Agreement remains in effect, Seller shall not



enter into any leases, easements or other documents affecting the Property without the prior written consent of the Purchaser. From the Effective Date through the Closing, Seller shall (a) fulfill all its obligations under all contracts, leases or other documents affecting the Property, (b) not terminate or modify such contracts without the prior written consent of the Purchaser except such obligations as are freely terminable without penalty upon not more than thirty (30) days' written notice, (c) not undertake any action with respect to the Property or the operation thereof outside the ordinary course of business without Purchaser's prior written consent. Upon notice from Purchaser given after the end of the Inspection Period, Seller shall terminate such contracts as are designated by Purchaser, provided that such termination is without cost to Seller (except for any management or leasing agreement, which shall be terminated even if there is cost to Seller).

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MISCELLANEOUS

10.1 Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other under this Agreement, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective: (i) immediately, when personally delivered to the intended recipient; (ii) three (3) business days after having been sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) immediately, when delivered in person to the address set forth below for the party to whom the notice was given; (iv) at noon of the business day next following after having been deposited into the custody of a nationally recognized overnight delivery service, addressed to such party at the address specified below; (v) immediately, if sent during regular business hours or at 8:30 a.m. local time on the next business day next following an after-hours, weekend or holiday notice sent by e-mail, provided that receipt for such e-mail is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above; or (vi) immediately, upon actual receipt. Any notice sent as required by this section and refused by recipient shall be deemed delivered as of the date of such refusal. For purposes of this Section 10.1, the addresses and e-mail addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

**As to the Seller:**

Roberto Hernandez, City Manager  
City of Savannah  
P.O. Box 1027  
Savannah, Georgia 31402

**Copy to:**

Brooks Stillwell, Esquire  
City of Savannah Attorneys Office  
PO Box 1027  
Savannah, Georgia 31402  
e-mail: [bstillwell@savannahga.gov](mailto:bstillwell@savannahga.gov)

**And:**

David Keating  
Director of Real Estate Services

City of Savannah  
PO Box 1027  
Savannah, Georgia 31402  
e-mail: [dkeating@savannahga.gov](mailto:dkeating@savannahga.gov)

**And:** William W. Shearouse, Jr.  
Weiner, Shearouse, Weitz, Greenberg & Shawe, LLP  
14 East State Street  
Savannah, Georgia 31401  
e-mail: [wshearouse@wswgs.com](mailto:wshearouse@wswgs.com)

**As to the Purchaser:** Gateway Behavioral Services  
Attn: Mark C. Johnson, M.D.  
Chief Executive Officer  
600 Coastal Village Drive  
Brunswick, Georgia 31520

10.2 Real Estate Commissions. Seller has not employed or retained a real estate broker in this transaction, and no brokerage fee is applicable to Seller or payable by Seller. Any brokerage fees due and payable are the sole responsibility of Purchaser. Seller and Purchaser, each hereby agree, to the extent allowed by Georgia law, to indemnify and hold harmless the other from and against any and all claims for Broker's Fees or Commissions or similar charges with respect to this transaction, arising by, through, or under the indemnifying party, and each further agrees to further indemnify and hold harmless the other from any loss or damage resulting from an inaccuracy in its representations contained herein. This Indemnification Agreement of the parties shall survive the closing.

10.3 Time of Essence; Computation of Time. Time is of the essence in this Agreement. In computing any period of time prescribed or allowed by this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday or legal holiday under the laws of the United States or the State, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday nor a legal holiday. The computation of any designated period of time that is calculated from the expiration of a previous period that ended on the next day which is neither a Saturday, Sunday nor a legal holiday shall commence on said next day. For purposes of this Agreement, the term "business day" shall mean any day which is not a Saturday, Sunday or legal holiday.

10.4 Successors and Assigns; Assignment. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns. Purchaser shall have the right to assign its rights under this Agreement solely to a related entity controlled by Purchaser and to no other party or entity without the expressed written consent of the Seller, at its sole discretion.



10.5 Attorneys' Fees. In the event it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages, as provided herein, reasonable attorneys' fees, paralegal fees and cost incurred in such suit at trial, appellate, bankruptcy and/or administrative proceedings.

10.6 Section 1031 Exchange. Either Purchaser or Seller may consummate the sale and purchase of the Property as part of a so-called like kind exchange (the "Exchange") pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, provided that: (i) the Closing shall not be delayed or affected by reason for the Exchange nor shall the consummation or accomplishment of the Exchange be a condition to the exchanging party's obligations under this Agreement; and (ii) the non-exchanging party shall not be required to acquire or hold title to any real property for purposes of consummating the Exchange; (iii) the non-exchanging party shall not, by this agreement or acquiescence to the Exchange have its rights under this Agreement affected or diminished in any manner; (iv) the non-exchanging party shall not be responsible for compliance with or be deemed to have warranted to the exchanging party that the Exchange in fact complies with Section 1031 of the Internal Revenue Code of 1986, as amended; and (v) all additional transaction costs incurred by reason of the Exchange shall be the sole responsibility of the exchanging party.

10.7 Standstill. From and after the Effective Date and unless this Agreement is terminated in accordance with its terms, Seller hereby agrees that Seller shall not enter into any back-up agreements to sell, ground lease or otherwise convey the Property in the event that Purchaser fails to purchase the Property.

10.8 [Intentionally Omitted]

10.9 Force Majeure. Neither Purchaser nor Seller will have liability to the other, nor will any have any right to declare a default hereunder or terminate this Agreement because of the other's failure to perform any of its obligations in the Agreement if the failure is due to reasons beyond the party's reasonable control, including, without limitation, strikes or other labor difficulties, war, riot, civil insurrection, acts of God, governmental preemption in connection with a national emergency, hurricanes, and/or acts of terrorism, which for purposes of this Agreement shall be defined as reasons of "Force Majeure." If the party fails to perform its obligations because of any reasons of Force Majeure, the period for the party's performance will be extended day for day for the duration of the foregoing cause of such party's failure, provided notwithstanding such events, the party has in good faith, with due diligence, attempted to perform said obligations and continues to do so until completion thereof as soon as reasonably possible.

10.10 Miscellaneous. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein. This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby. This Agreement shall not be effective unless signed by both Purchaser and Seller. As used in this Agreement, the terms "execution of this Agreement",

"Effective Date", "Date of this Agreement" or "date hereof" shall mean and refer to the date of execution of the last of Purchaser or Seller to execute this Agreement as set forth below. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement. This Agreement shall be governed by the laws of the state in which the Land is located. All of the parties to this Agreement have participated freely in the negotiation and preparation hereof; accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural number shall each include the others whenever the context so indicates. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement. No delay or omission of one party to exercise any right or power arising from any default on part of the other party shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence thereto. Notwithstanding the confidentiality requirements of this Agreement, Purchaser shall be permitted to record a memorandum of this Agreement including those terms it deems appropriate in the public records of the County. The Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute the same instrument.

**For good and valuable consideration**, the parties hereto have caused this Agreement to be executed under seal by persons duly empowered to bind the parties to perform their respective obligations hereunder the day and year set forth beside their respective signatures.

[SIGNATURE PAGES TO FOLLOW]



SELLER:

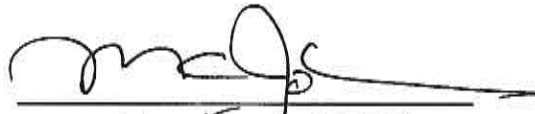
**Mayor and Aldermen of the City of Savannah**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Roberto Hernandez, City Manager

PURCHASER:

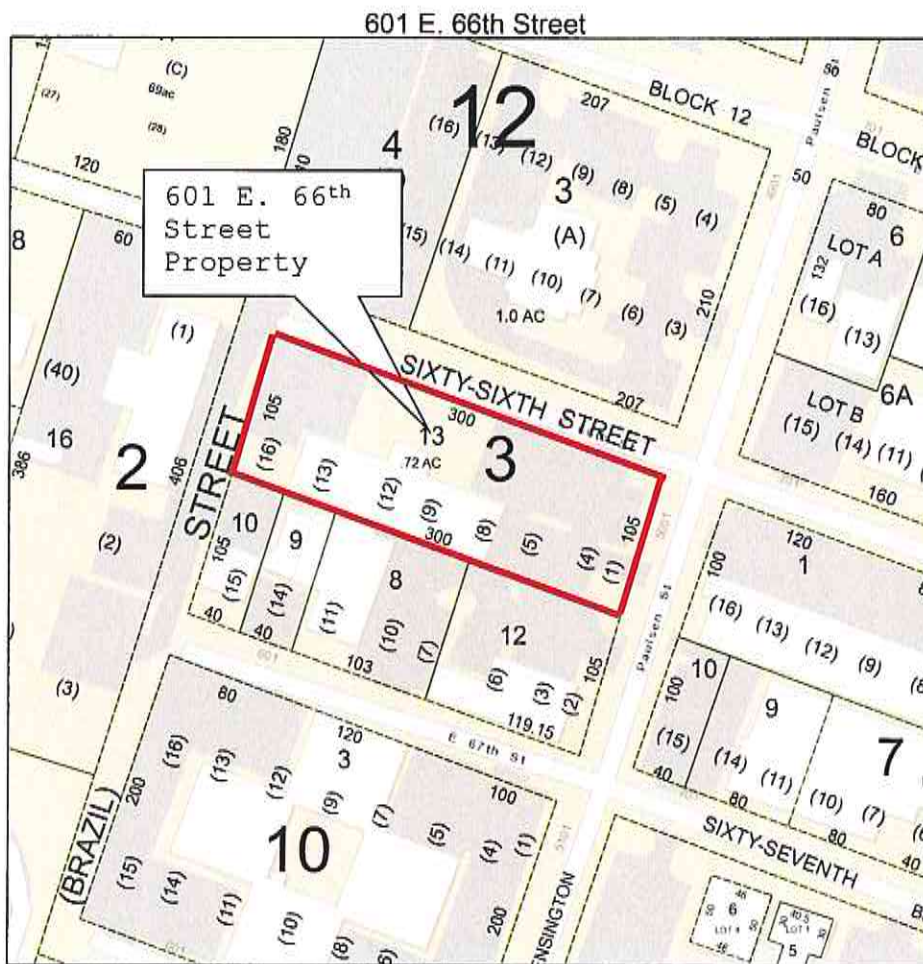
Date: 5/8/18

  
\_\_\_\_\_  
Mark C. Johns -  
CEO Gateway CSB

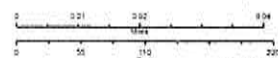
Date: \_\_\_\_\_

**EXHIBIT A**

**PARCEL LOCATION MAP**



Parcels Outline



www.SAGIS.org  
Bavannah Area Geographic Information System (SAGIS)

Sources: Est. HERE, OSM, USGS, Intermap, INCREMENTAL, NHC, Est. Japan, METI, Est. China using Hanks, Est. Korea, Est. (straight), NOAA, © OpenStreetMap contributors and the GIS User Community

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## **ESCROW AGREEMENT**