STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

AMENDED OPTION
TO PURCHASE REAL ESTATE

THIS AMENDED OPTION TO PURCHASE REAL ESTATE (the "**Amended Option Agreement**") is executed the 14 day of September, 2016, by and between THE CITY OF AIKEN ("**Aiken**"), MYRTLE ANDERSON and C. B. ANDERSON, JR., FAMILY, L. P. ("**Anderson**").

WHEREAS, Anderson and Aiken entered into an Option to Purchase Real Estate dated March 28, 2016 ("**Option Agreement**"); and

WHEREAS, Anderson and Aiken now wish to amend the aforesaid Option Agreement; and

WHEREAS, this Amended Option Agreement shall replace the Option Agreement of March 28, 2016, which shall be null and void.

RECITALS:

WHEREAS, Anderson desires to extend to Aiken an exclusive option to purchase the parcels of real estate, including all easements, restrictions and appurtenances belonging or appertaining thereto, located in the City of Aiken, Aiken County, South Carolina, and further identified as Parcel A and Parcel B (the "**Property**") as attached as Exhibit "A" hereto.

NOW, THEREFORE, in consideration of ONE AND NO/100 DOLLAR ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Commission and Aiken do hereby agree as follows:

1. That the consideration of FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00) previously paid by Aiken to Anderson is non-refundable and is the property of Anderson. The additional sum of ONE AND NO/100 DOLLAR ($1.00) consideration paid herewith shall be the lawful and valid consideration for this Amended Option Agreement.

2. Grant of Option. Anderson does hereby grant and extend unto Aiken the exclusive option (the "**Option**"), exercisable during the Option Term (as defined below), to purchase the Property upon the terms and conditions set forth in this Amended Option Agreement.

3. Option Term. The option term (the "**Option Term**") shall commence on the date of this Amended Option Agreement, as shown above, and shall expire on March 28, 2017.

4. Option Price. Anderson and Aiken agree and acknowledge that the purchase price at the Closing of the option (the "**Option Price**") shall be TWO MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($2,300,000.00).

5. Exercise of Option. During the Option Term, Aiken may make inspections of the Property, as outlined in Paragraph 10 herein, and may have appraisals conducted of both Parcels A and B. Both parties acknowledge the existence of appraisals previously obtained by Aiken prepared by J. Marshall Vann dated June 8, 2016. Any wishes to obtain additional appraisals it may do so at its expense. Likewise, if Anderson desires to obtain appraisals of the property, she may do so at the expense of Anderson. In the event of exercise of the Option, Aiken must buy Parcel A and Parcel B as it is shown on Exhibit "A". Aiken does not have the Option of purchasing Parcel A or Parcel B alone. In the event that Aiken wishes to Purchase either Parcel A or Parcel B, then Aiken and Anderson may negotiate an additional Option. Anderson shall be under no obligation to sell one parcel without the sale of both. In the event of the exercise of the Option, then Aiken may deliver written notice of exercise to Anderson. Upon giving of such notice (the "**Exercise Date**") and from and after the date such notice is given, this Amended Option Agreement shall be deemed for all purposes a legally enforceable contract between Aiken and Anderson for the sale and purchase of the Property upon the terms and conditions herein provided, with the closing of the purchase of the Property to occur at Aiken's counsel's office in Aiken, South Carolina, on the date that is one hundred twenty (120) days after the Exercise Date or upon such other date as may be agreed upon by the parties ("**Closing**").

6. Existing Leases. The parties acknowledge that the property subject to this Option is currently leased. Copies of existing Leases will be provided by Anderson to the Aiken upon request. In the event of the exercise of the Option, Aiken will be fully bound by the terms of such Leases and will respect all legal rights and obligations of the tenants. Further, it is understood that in the Lease between Anderson and Newberry Hall of Aiken, LLC, that there is an option to purchase by the tenant and that such option must be honored by both parties.

7. Closing. Upon the exercise of this Option by Aiken and at the Closing of the transaction, Anderson shall convey to Aiken fee simple title to the Property by limited warranty deed expressly subject to (i) ad valorem real estate taxes for the then-current year not yet due and payable, (ii) all matters of record, and (iii) such matters as would be disclosed by a current and accurate survey of the Property. At the Closing, Anderson shall execute the limited warranty deed and such other documents customary in commercial real estate closings in South Carolina, including without limitation, evidence of Anderson's authority to consummate the Closing and a standard owner's affidavit reasonably acceptable to Aiken's title insurance company.

8. Closing Expenses. At the Closing under this Amended Option Agreement, Anderson shall pay the deed recording fee, formerly known as deed stamps. Any ad valorem taxes shall be prorated by the parties through the day of Closing. Each party shall bear its own attorney fees. All other closing expenses shall be borne by Aiken, including without limitation, title expenses and premiums, survey charges and other costs associated with Aiken's investigation of the Property.

9. Delivery of Possession. Anderson will, upon Closing and payment of the Option Price herein provided, deliver possession of the Property to Aiken.

10. Right to Terminate by Aiken. Notwithstanding anything herein to the contrary, Aiken shall have right, in its sole and absolute discretion, to terminate this Option and the purchase and sale contract resulting from this Option at any time until Closing for any reason. In the event Aiken so terminates this option, neither party shall have any further obligations to the other, except for obligations that expressly survive termination of this Option.

11. Inspection of Property. Aiken, its agents, invitees, employees, and/or contractors shall have the privilege of going upon the Property for the purpose of inspecting, examining, or surveying the Property at Aiken's sole expense and risk. Notwithstanding the foregoing, in connection with any entry by Aiken, or its agents, employees or contractors onto the Property, Aiken shall give Anderson reasonable advance notice of such entry and shall conduct such entry and any inspections in connection therewith (a) during normal business hours, (b) so as to minimize, to the greatest extent possible, interference with Anderson's business, (c) in compliance with all applicable laws, and (d) otherwise in a manner reasonably acceptable to Anderson. Aiken shall maintain, and shall assure that its contractors maintain, public liability and property damage insurance in amounts and in form and substance adequate to insure against all liability of Aiken and its agents, employees or contractors, arising out of any entry or inspections of the Property pursuant to the provisions hereof, and Aiken shall provide Anderson with evidence of such insurance coverage upon request by Anderson. Aiken shall indemnify and hold Anderson harmless from and against any costs, damages, liabilities, losses, expenses, liens or claims (including, without limitation, court costs and reasonable attorneys' fees and disbursements) arising out of or relating to any entry on the Property by Aiken, its agents, employees or contractors in the course of performing the inspections or inquiries provided for in this Agreement. The parties acknowledge that there are existing tenants in the property. All efforts will be made to minimize any inconvenience to the tenants while conducting such appraisals or inspections.

12. Representations and Warranties. To induce Aiken to enter into this Amended Option Agreement, Anderson hereby makes the following representations, warranties and covenants, with respect to the Property, upon each of which Anderson acknowledges and agrees that Aiken is entitled to rely and has relied. Anderson acknowledges that as a condition of the Closing, Anderson shall provide an affidavit affirming such representations as of the time of Closing.

a. Binding Agreement. This Agreement has been duly authorized by all necessary action on the part of Anderson, has been duly executed and delivered by Anderson, and once fully executed by Aiken, constitutes the valid and binding agreement of Anderson, enforceable in accordance with its terms.

b. Execution. The execution and delivery of and the performance by Anderson of its obligations hereunder do not and will not contravene, or constitute a default under, any provisions of applicable law or regulation, or any agreement, judgment, injunction, order, decree or other instrument binding upon Anderson or result in the creation of any lien or other encumbrance on any asset of Anderson.

c. No Agreements. Except as may be disclosed in the public records, Anderson has entered into no agreement, oral or written, other than this Agreement, that remains in effect which grants any party other than Aiken any rights in and to the Property.

d. Condemnation. Neither Anderson, nor any agent of Anderson has or shall have at or prior to Closing received any notice from any city, county, or other governmental authority of any taking of the Property, or any portion thereof, by eminent domain or similar proceeding, and no such taking or other condemnation of the Property, or any portion thereof, shall be threatened or contemplated by any governmental authority.

e. Assessments and Fees. To the best of Anderson's knowledge, there are no pending or confirmed charges, assessments or acreage fees imposed by any governmental authority affecting the Property.

f. Environmental. Anderson has no knowledge of the property not being in compliance with any and all environmental laws and Anderson has no notice, directly or indirectly, of any pending, threatened, or anticipated environmental proceedings, claims, judgments, or orders against the property or Anderson. However, Anderson hereby discloses that portions of the property have currently or sometime in the past contained newspaper offices and there is currently a drycleaners operating on one of the parcels. There have been other varied uses of the property throughout the years. Accordingly, Anderson makes no representation as to whether there are any environmental issues or problems with any of the properties and Aiken may make any such inspections in that regard which it may choose. If any environmental issues are discovered, Anderson shall be under no obligation to remedy such issues. In the event in the exercise of this Option, Aiken will be fully responsible for any and all environmental problems or violations which may exist on any of the properties.

13. Notices. All notices and other communications required under this Amended Option Agreement shall be in writing and shall be deemed to have been properly given, if personally delivered, on the date of such delivery, or, if sent by Certified or Registered U.S. Mail, return receipt requested, on the third (3rd) business day following deposit in the U.S. Mail, postage prepaid, or if sent by overnight courier with guaranteed overnight delivery, on the day following the date delivered to such overnight courier. All notices shall be addressed to the party to whom it is intended at its address set forth below. Any party may designate a change of address by written notice to the others, given at least ten (10) business days before such change of address is to:

If to Anderson to: Myrtle Anderson
356 Fairway Road
Aiken, SC 29801

If to Aiken: City Manager of Aiken
135 Laurens Street, SW
Aiken, SC 29801

14. As-Is, Where-Is. Except as specifically set forth in this Amended Option Agreement and in the limited warranty deed and owner's affidavit to be executed at Closing, Aiken acknowledges and agrees that it will be acquiring the Property "As Is" and "Where Is", without representation or warranty of any kind.

15. Option to Run with the Land. This Option shall run with the title to the Property and shall be unaffected by any sale or conveyance of the Property. The terms and conditions of this Amended Option Agreement shall be binding on the successor-in-interest to Anderson in and to the Property or any portion thereof.

16. Miscellaneous.

a. Counterparts. This Amended Option Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

b. Effective Date. This Amended Option Agreement shall be effective as of the date first written above.

c. Governing Law. This Amended Option Agreement shall be enforced and construed in accordance with the laws of the State of South Carolina.

d. Amendments. Any amendment of this Amended Option Agreement must be made in writing and signed by both parties. Any attempted oral modifications will not be valid.

e. No Waiver. Any failure by either party to enforce any right arising under this Amended Option Agreement shall not be deemed a waiver of the ability to later enforce that right. Any waiver must be in writing and signed by the person waiving the right in order to be enforceable.

f. Successors and Assigns. This Amended Option Agreement shall inure to the benefit of, and shall be binding upon and be enforceable by Anderson and Aiken, and their respective successors and/or assigns. This Amended Option Agreement may be assigned in whole or in part by either party upon written notice to the other party.

g. No Interest. Notwithstanding anything herein to the contrary, the parties agree that no portion of the Option Price shall be construed or treated as interest by any party hereto.

h. Due Authorization. Each individual executing this Amended Option Agreement on behalf of a corporation or other legal entity, represents and warrants that such individual has been authorized to do so by the board of directors or other governing body of said legal entity.

[EXECUTION ON FOLLOWING PAGES]

The parties have executed this Amended Option Agreement under seal effective the day and year first written above.

Witness

Witness

CITY OF AIKEN (Seal)

By: ______________________

Print Name: JOHN C. KLIMM

Title: City MANAGER

State of South Carolina)
) Acknowledgment
County of Aiken   )

I, SARA B. Ridout, a notary public for the State and County aforesaid, do hereby certify that JOHN C. KLIMM, on behalf of Aiken, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 14th day of Sept., 2016.

Notary Public

My Commission Expires: May 5, 2018

(Notarial Seal)

______________________ Witness	MYRTLE ANDERSON (Seal)
	By: Myrtle H. Anderson
______________________ Witness	Print Name: Myrtle H. Anderson
	Title: ______________________

State of South Carolina)
) Acknowledgment
County of Aiken)

I, Arthur W. Rich, a notary public for the State and County aforesaid, do hereby certify that Myrtle Anderson, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 25TH day of August, 2016.

____
Notary Public (Notarial Seal)
My Commission Expires: 3-12-23

C. B. ANDERSON, JR. FAMILY, L.P. (Seal)

Witness

By: Myrtle H. Anderson
Myrtle Anderson, as General Partner

Witness

Print Name: Myrtle H. Anderson

Title: P/A

State of South Carolina)
) Acknowledgment
County of Aiken)

I, Arthur W. Rich, a notary public for the State and County aforesaid, do hereby certify that Myrtle Anderson, on behalf of C. B. Anderson, Jr. Family, L. P., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 19th day of August, 2016.

Notary Public (Notarial Seal)
My Commission Expires: 3-12-23

Exhibit "A"

Map

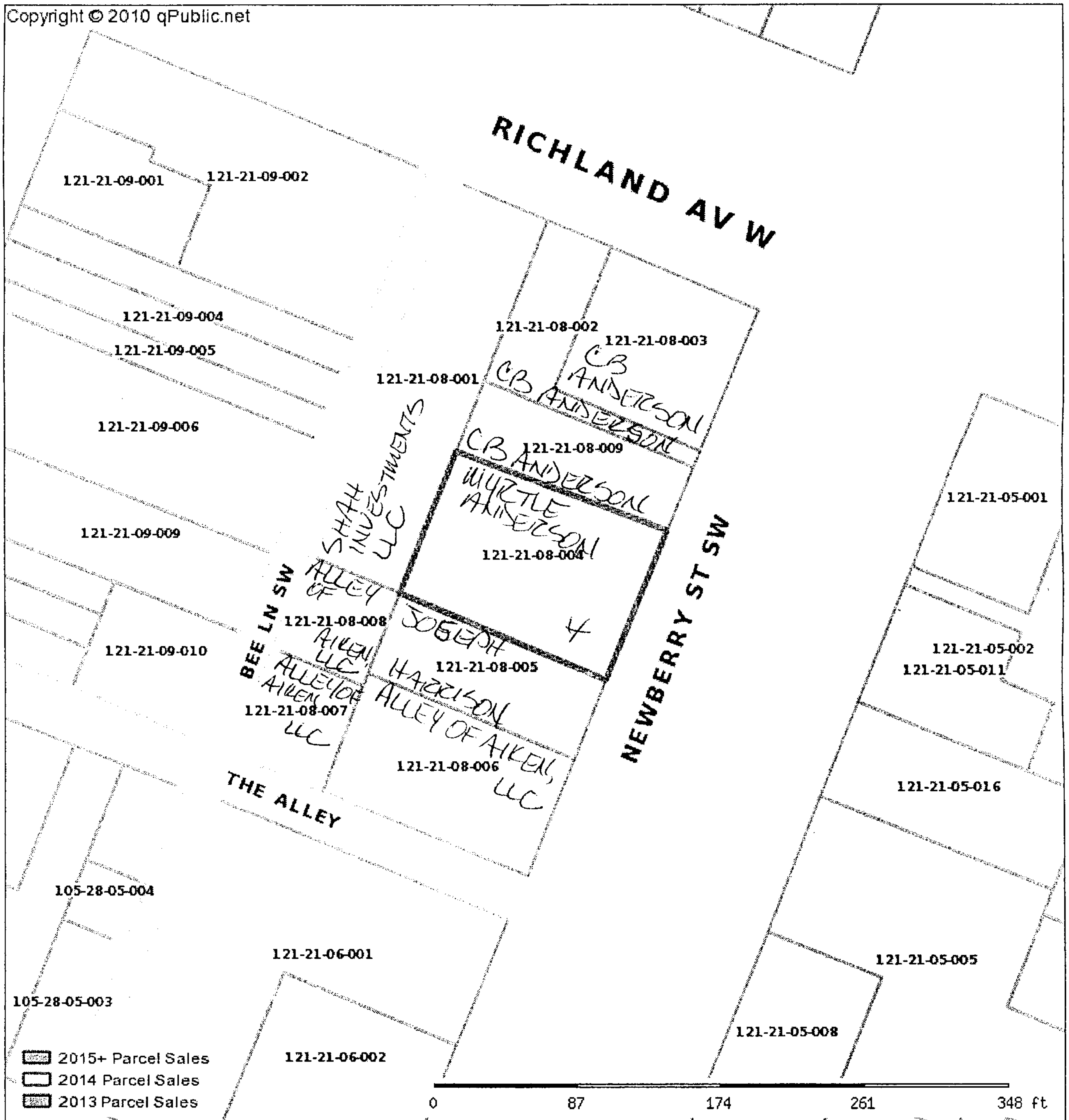
Parcel A

ALL these certain parcels, with existing improvements thereon, shown as Tax Parcel Numbers 121-21-08-002, 121-21-08-003, and 121-21-08-009. Also as depicted upon a copy of the current tax map attached hereto.

AND

Parcel B

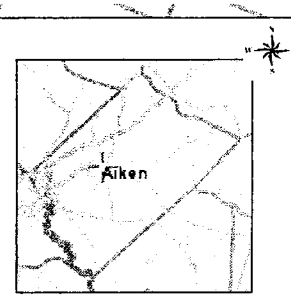
ALL this certain parcel, with existing improvements thereon, shown as Tax Parcel Number 121-21-08-004. Also as depicted upon a copy of the current tax map attached hereto.



Aiken County Assessor

Parcel: 121-21-08-004 Acres: 0

Name:	ANDERSON MYRTLE H	Land Value:	300288
Site:	117 NEWBERRY ST	Improvement Value:	385479
Sale:	$1 on 2002-12-31 Reason= Qual=U	Accessory Value:	15297
Mail:	356 FAIRWAY RD AIKEN, SC 29801	Total Value:	701064



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