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J. STEPHEN GUPTON, JR.
JOHN E. DALTON, JR.

PLEASE REFER
TO FILE NO.:
10T-53-G

April 6, 2010

HAND DELIVERY

Mr. Brad Lofton
Executive Director
Valdosta-Lowndes County
Industrial Authority
2110 North Patterson
Valdosta, GA 31602

Re: N. L. Bassford, Jr. – Seller
Valdosta-Lowndes County Industrial Authority – Purchaser
Purchase and Sale Agreement

Dear Brad:

You will please find enclosed an original executed Purchase and Sale Agreement regarding the above matter to complete the Authority's file.

Very truly yours,



J. Stephen Gupton, Jr.

JSGJr/sg
Enclosure

0:ERFV:Valdosta-Lowndes County Industrial Authority:10T-53-G:SE010:Brad Lofton:Enclosed:executed Purchase Agreement.doc

PURCHASE AND SALE AGREEMENT

GEORGIA, LOWNDES COUNTY

This Purchase and Sale Agreement (this "Agreement") is made and entered into on the 16th day of March, 2010, by and between **N. L. BASSFORD, JR.**, hereinafter referred to as "Seller", and **VALDOSTA-LOWNDES COUNTY INDUSTRIAL AUTHORITY**, an instrumentality of the State of Georgia created by an act of the General Assembly of the State of Georgia, Ga. L. 1960, P. 2786, hereinafter referred to as "Purchaser" and **J. STEPHEN GUPTON, JR., P.C.** hereinafter referred to as "Escrow Agent".

W I T N E S S E T H:

WHEREAS, Seller owns certain land located in Land Lots 152 and 153 of the 11th Land District of Lowndes County, Georgia, and being more particularly described as 102 Acres located in the northwest corner of a certain tract or parcel of land described as "219.54 Acres – Plat for Valdosta-Lowndes County Industrial Authority" dated October 22, 2007 and recorded November 1, 2007 in Plat Cabinet A, Pages 3852 – 3853, Office of Clerk of Superior Court of Lowndes County, Georgia, to which plat and map or survey is hereby referred in aid of description, said 102 Acres, more or less, being depicted on that certain map or survey attached hereto and made a part hereof as Exhibit "A", together with any and all improvements thereon and all rights and appurtenances thereto (the "Property");

Further, the Seller agrees to sell, and Purchaser agrees to purchase the Property under the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the sum of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), in hand paid, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants contained in this Agreement, Seller and Purchaser hereby agree as follows:

1. Purchase Price. The Purchase Price for said Property shall be TWO MILLION FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$2,550,000.00). At closing, the Purchase Price, less the Earnest Money, shall be credited to Purchaser, and subject to adjustments and pro-rations provided for herein, shall be paid by Purchaser to Seller, in cash, wire transfer, or by certified, cashier's or law firm check as hereinafter described. The Purchase Price may be increased to Two Million Seven Hundred Twenty-eight Thousand Five Hundred and No/100 Dollars (\$2,728,500.00) or Two Million Nine Hundred Seven Thousand and No/100 Dollars (\$2,907,000.00) in the event Purchaser elects to extend the closing as described in Paragraph 3.

2. Earnest Money. At the signing of this Agreement by Seller, Purchaser shall deposit with J. Stephen Gupton, Jr., P.C. ("Escrow Agent") the sum of Twenty-five Thousand and no/100 Dollars (\$25,000.00) which sum shall be placed in an IOLTA account. Such Earnest Money shall be held and disbursed by Escrow Agent in accordance with the terms of this Agreement.

3. Inspection Period. Seller agrees that Purchaser shall have Three Hundred Sixty-three (363) days from the execution of this Agreement or to March 14, 2011, and receipt of all due diligence documents listed in Exhibit "B" attached hereto and made a part hereof requested by Purchaser, or as may be extended, as an inspection period (the "Inspection Period"), within which to determine whether the Property can be developed according to the purposes of Purchaser's prospect. The Purchaser will require at least six (6) months to determine if a variance and/or rezoning will be required for prospect's plans for the property in M-1 zoning. In the event Purchaser is not successful in securing a required variance and/or rezoning, the Earnest Money will be returned to Purchaser and whereupon this Agreement shall terminate by the giving of notice by Purchaser to Seller of the unsuccessful variance allowance and/or rezoning. Further, if Purchaser, in its sole discretion, for any reason whatsoever, shall determine that Purchaser desires to terminate this Agreement, Purchaser shall before the end of the 270 days of the Inspection Period have the absolute right to terminate this Agreement by giving notice to Seller and paying to Seller Two Thousand and no/100 Dollars (\$2,000.00) whereupon this Agreement shall terminate, Purchaser's Earnest Money shall be refunded and neither party shall have any further rights or responsibilities hereunder. However, if during the first two hundred seventy (270) days, Purchaser secures a commitment to proceed with the project from its prospect and has secured written

commitments from the Lowndes County Board of Commissioners and/or the City of Valdosta to provide water/sewer infrastructure service to the proposed site, and a required variance and/or rezoning is secured by Purchaser's prospect, the Earnest Money shall be non-refundable, but applicable to the Purchase Price.

Purchaser shall have the option, on or before September 13, 2010 to extend the Inspection Period for an additional 182 days with the payment of Additional Earnest Money in the amount of Twenty-five Thousand and no/100 Dollars (\$25,000.00) which will be non-refundable, but applicable to the Purchase Price. In the event the Purchaser extends the Inspection Period past the initial 181 days (i.e. September 13, 2010), the Purchase Price shall increase to Two Million Seven Hundred Twenty-eight Thousand Five Hundred and no/100 Dollars (\$2,728,500.00). Purchaser shall also have the option on or before March 14, 2011 to extend the Inspection Period for an additional 365 days to March 13, 2012 with the payment of Additional Earnest Money in the amount of \$50,000.00 which will be non-refundable, but applicable to the Purchase Price. In the event Purchaser extends the Inspection Period past the additional 182 days (i.e. March 14, 2011), the Purchase Price shall increase to Two Million Nine Hundred Seven Thousand and No/100 Dollars (\$2,907,000.00). Further, in the event Purchaser extends the Inspection Period past the initial 181 days, the initial Earnest Money of \$25,000.00, the Additional Earnest Money of \$25,000.00 and the Additional Earnest Money of \$50,000.00 (if paid) will be non-refundable, but applicable to the Purchase Price.

Notwithstanding anything contained herein to the contrary, Purchaser shall have the absolute right to terminate this Agreement at any time during the Agreement or any extension thereof and Seller will have the absolute right to receive any Earnest Money paid under the above provisions if written notice is given by Purchaser to Seller after September 13, 2010.

Promptly following the execution of this Agreement, Seller shall deliver to Purchaser copies of any and all documents and information with respect to the Property as Purchaser may reasonably request.

From the date hereof until closing, Purchaser, its agents, representatives and contractors, employees and/or agents of its prospect, shall have the right to enter upon the Property at reasonable times for any lawful purpose, including without limitation, to make investigations, surveys, tests and studies; provided however, Purchaser shall not interfere with the normal operation of the Property. Purchaser shall indemnify and hold harmless Seller from and against any and all claims and expenses arising from or out of Purchaser's entry on the Property.

4. Closing. The consummation of the transaction described herein (the "Closing") will be held at a mutually agreeable location on a day (the "Closing Date") to be selected by Purchaser no later than the later of (i) One Hundred Eighty-one (181) days after the execution of this Agreement or September 13, 2010 or (ii) in the event the Purchaser elects to extend the Closing as described in paragraph 3 an additional 182 days to March 14, 2011, or (iii) an additional 365 days after the execution of this Agreement to March 13, 2012.

At Closing, Seller agrees to deliver to Purchaser: a warranty deed in recordable form conveying fee simple title to the Property, evidence of Seller's authority, a FIRPTA (non-foreign entity) certificate; a Seller's Affidavit; an owner's title insurance policy and Purchaser and Seller agree to execute and deliver any and all other documents deemed reasonably necessary or desirable by said parties' respective attorneys to consummate this transaction.

At Closing, Seller agrees to provide at no cost to Purchaser approximately 2.5 acres for an access road right-of-way extending from Inner Perimeter Road easterly to the eastern edge of the property described on Exhibit "A". The right-of-way will be 80' and be comprised of the approximate 2.5 acres and shall be located in a similar manner to the access road shown on Exhibit "A".

5. Closing Costs and Prorations. Seller shall pay for the State of Georgia transfer tax and any cancellation expenses. All other closing expenses incurred by Seller or Purchaser shall be paid by the party incurring same.

Ad valorem taxes, assessments and similar property taxes and charges shall be prorated between the Seller and Purchaser as of the Closing Date. If the current year's taxes are unknown then the taxes shall be prorated based on the previous year's taxes at Closing and adjusted later when the actual taxes are known.

6. Broker. Seller and Purchaser hereby covenant and agree that there is no real estate broker commission due in regard to this transaction. Seller and Purchaser shall indemnify, hold harmless and defend each other against any and all claims for any sales commission or other similar compensation that may be asserted by any person or broker not mentioned in this Agreement with respect to this transaction. Seller and Purchaser hereby acknowledge there is/was no broker involved in this transaction.

7. Title. At closing, Seller shall convey to Purchaser insurable, good and marketable fee simple title to the Property, free and clear of all liens, rights to liens, deeds to secure debt, mortgages, security interests, encroachments, leases, restrictions, Federal Estate Tax liabilities and other encumbrances, including survey matters, except for current ad valorem taxes not yet due and payable and such other matters as Purchaser shall approve in writing (the "Permitted Exceptions"). Such title shall be insurable, at regular rates, without exception, except the Permitted Exceptions.

Purchaser shall have until 30 days prior to Closing in which to notify Seller of any title or survey objections or defects. Seller shall then have thirty (30) days in which to cure said defects or satisfy said objections, and if the same shall not be so cured or satisfied, then Purchaser may:

- (a) Accept the Property with such defects, provided that Purchaser may cure such defects as may be cured by the payment of money and deduct the amount of such payments from the Purchaser Price; or
- (b) Postpone Closing hereunder for a period specified by Purchaser, without the payment of additional Earnest Money, during which time said defects may be corrected by Seller, and if not then corrected, Purchaser may elect either (a) above or (c) below; or
- (c) Declare Seller to have breached this Agreement, in which event Purchaser may exercise such rights and remedies as may be available to Purchaser under this Agreement or at law or in equity including a refund of the Earnest Money.

8. Survey. Within no less than one hundred eighty (180) days from the execution of this Agreement, Purchaser shall, at Purchaser's sole cost and expense, provide Seller with a current boundary survey of the 102 acre tract or parcel of land, the Property, containing a legal description of the Property and a survey of the approximate 2.5-acre access road right-of-way, and such other information as Purchaser may desire, prepared and certified to by a licensed registered surveyor of the State of Georgia as may be acceptable to Purchaser. The legal description of the Property contained in the Warranty Deed to be delivered to Purchaser shall be determined by said survey.

9. Seller's Warranties. Seller does hereby make the following express representations, warranties and covenants:

- (a) Seller is the owner of insurable and marketable title to the Property in fee simple, free and clear of all liens and encumbrances except the lien of ad valorem taxes not yet due and payable, and there are no limitations or conditions existing or imposed upon the use of the Property which could restrict, interfere with or prevent the development of the Property as a service facility.
- (b) There is available from the Property vehicular access to and from public rights of way, without obtaining easements from any adjacent owner.
- (c) The Property contains no less than 102 acres.
- (d) The person or persons signing this Agreement as or on behalf of Seller have the full power and authority to bind Seller to the terms of this Agreement without obtaining the consent of any other person, an there is no obstacle to the enforcement of this Agreement and the consummation of the transaction contemplated hereby by Seller at Closing.
- (e) There are not now nor, to the best of Seller's knowledge and belief, have there ever been any materials or substances designated as hazardous or toxic or otherwise harmful to health or the environment under any federal, state or local environmental laws and regulations ("Hazardous Substance") used, generated, stored, treated, released or disposed of on the Property, nor is Seller aware of any such Hazardous Substance being used, generated, stored, treated or disposed of on any adjacent

property in such a manner as has affected or might affect subsurface water, soils or gases. Purchaser agrees to bear the cost and Seller agrees to cooperate with any environmental investigation or study that Purchaser may make regarding the Property, including making available such information as Seller can provide concerning the history of the Property and all adjacent property. Should any asbestos or other Hazardous Substance be discovered on the property prior to Closing, Purchaser shall have the right to either: (1) terminate this Agreement and have the Earnest Money refunded to Purchaser or (2) close the purchase under the terms of this Agreement.

10. Conditions of Purchaser's Obligation. Notwithstanding any provision of this Agreement to the contrary, Purchaser's obligations hereunder are expressly conditioned upon the following:

(a) The Property will be, as of the date of Closing, zoned M-1 to permit the construction of a service facility venture subject only to such conditions, limitations and restrictions as are acceptable to Purchaser. The Property shall be "successfully rezoned" M-1 on or before the Closing. The term "successfully rezoned" shall mean that a final decision has been made by the appropriate governmental agencies or court(s) with all appeal periods having expired with no appeal or other objection having been filed, approving rezoning of the Property to a classification with no conditions that are unacceptable to Purchaser, it being agreed that Purchaser shall have the right to disapprove of any condition it determines in good faith to be deleterious to Purchaser's proposed development and operation of the Property. Purchaser, at its expense, shall prepare the application for rezoning, including site plans and appropriate supporting documentation and file the same with the appropriate governmental authority. This application and other documentation shall be submitted to Seller by Purchaser, and Seller agrees to promptly execute the application and otherwise cooperate with Purchaser or Purchaser's Agent as Purchaser or Purchaser's Agent may reasonably request. Purchaser shall bear all the costs of said application. Anything to the contrary notwithstanding, Purchaser may at its election appeal any adverse decision but shall not have any obligation to do so;

(b) The Property being issued a clean Environmental Site Assessment prepared by a licensed environmental engineer acceptable to Purchaser certifying as to the absence of any Hazardous Substance condition affecting the Property, subject to provisions of paragraph 9(e) above;

(c) The availability of utilities or the ability to install utilities to the Property in the public right-of-ways adjacent to the Property in sufficient quantities adequate for the development of the Property as contemplated by Purchaser, and receipt of any wetlands mitigation permit(s) required to eliminate and or relocate to a location acceptable to Purchaser any ponds or wetlands deemed desirable by Purchaser along with receipt of all permits required by Purchaser for vehicular access to the property, all acceptable to Purchaser;

(d) Acceptable condition of the Property, including the proposed site plan layout, soil conditions and proposed improvements including acceptable evidence that the Property and Purchaser's intended use as a federal and/or state facility comply with all applicable laws, regulations and zoning with evidence that the property is not located in a flood plain;

(e) Receipt of building permits, and all other governmental permits required for the construction and continued operation of a federal and/or state facility;

(f) Joint Development Agreement with a federal and/or state service facility in a form and content satisfactory to Purchaser within five hundred forty (540) days of the signing of this Agreement;

(g) There being no adverse change in the condition of the Property, the title thereto, or any other aspect thereof since the expiration of the Inspection Period; and

(h) Seller shall not be in default of this Agreement and all warranties and representations of Seller shall be true, accurate and complete as of the time made and as of the Closing.

In the event any of the above conditions have not been met on and as of the Closing Date, Purchaser may either elect to close the acquisition of the Property notwithstanding the lack of condition; extend the date of Closing to allow for the satisfying of said condition for a period not to exceed ninety (90) days; or terminate this Agreement whereupon the Earnest Money shall be forthwith refunded to Purchaser by Escrow Agent and/or Seller and neither party shall have any further rights or responsibilities hereunder.

11. Default. If Purchaser breaches this Agreement and such default remains uncured ten (10) days after Purchaser shall have received written notice thereof from Seller, and Seller has not breached this Agreement, then the Earnest Money paid to Seller shall be the complete liquidated damages, and Purchaser shall be relieved of all further obligations and liabilities under this Agreement. The right to receive and retain the Earnest Money as full-liquidated damages is Seller's sole remedy in the event of a default by Purchaser. Purchaser and Seller acknowledge that Seller's damages would be difficult or impossible to ascertain and that the liquidated damages herein provided represent a good faith estimate of Seller's probable damages resulting from Purchaser's default.

If Seller breaches this Agreement or if any representation or warranty made by Seller in this Agreement shall be false, untrue or incomplete, the Earnest Money shall be returned to Purchaser and Purchaser shall be entitled to pursue all rights and remedies available at law or in equity arising out of such breach, including damages and specific performance. Without limitation, Purchaser shall have the right, in its sole and absolute discretion, to elect to close the purchase of the Property in which case Purchaser shall be entitled to deduct from the Purchase Price an amount necessary, in Purchaser's reasonable judgment, to correct any title defect or to cure any other breach of this Agreement committed by Seller or any false representation or warranty made by Seller.

12. Risk of Loss. Risk of loss resulting from any condemnation or eminent domain proceeding which is commenced or has been threatened prior to Closing, and risk of loss to the Property due to any other cause, remains with Seller until Closing. If, prior to closing, there shall occur any actual or threatened condemnation of all or any portion of the property, then Seller shall promptly notify Purchaser of same and Purchaser shall have the option of either (i) terminating this Agreement whereupon the Earnest Money shall be refunded to Purchaser and neither party shall have any further rights or obligations hereunder; or (ii) complete the closing of the purchase of the Property, in which event all condemnation proceeds collected by Seller prior to Closing shall be credited against the Purchase Price and, at Closing, Seller shall assign to Purchaser any and all condemnation proceeds that have not been paid at the time.

13. 1031 Exchanges. Purchaser hereby agrees to cooperate with Seller upon request by Seller in affecting a Section 1031 of the Internal Revenue Code Tax Free Exchange for all or part of the property whereupon Seller agrees to be responsible for all costs associated therewith.

14. Standard Provisions:

(a) Assignment. Purchaser shall have the right to execute a limited assignment of this Agreement with written consent of Seller.

(b) Waiver. The failure of any party to exercise any right hereunder, or to insist upon strict compliance by the other party, shall not constitute a waiver of either party's right to demand strict compliance with the terms and conditions of this Agreement.

(c) Notice. Any notice of payment required or permitted to be given hereunder shall be sufficient if hand delivered or sent by certified or registered mail, postage prepaid, with return receipt requested to the following addresses:

PURCHASER:
Valdosta-Lowndes County Industrial Authority
Post Office Box 1963
Valdosta, GA 31603

With a copy to:
J. Stephen Gupton, Jr.
Attorney at Law
Post Office Box 1807
Valdosta, GA 31603

SELLER:
N. L. Bassford, Jr.
Post Office Box 126
Valdosta, GA 31603

Notice shall be deemed received by the party to whom it is sent, if hand delivered, upon delivery, and if mailed, three (3) business days after deposit with the U. S. Postal Service.

(d) Survival. The provision of this Agreement and all warranties, representations and covenants made herein, shall not be merged into the documents executed by the parties at Closing but shall survive Closing.

(e) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the substantive, and not the conflict, laws of the State of Georgia.

(f) Binding Effect. This Agreement shall be fully binding on and enforceable against all parties hereto and their respective heirs, administrators, successors and assigns.

(g) TIME IS OF THE ESSENCE OF THIS AGREEMENT.

(h) Severability. If any part of any provision of this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provisions or the remaining provisions of this Agreement.

(i) Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the purchase and sale of the Property. This Agreement may not be changed orally, but only by an agreement in writing signed by both Seller and Purchaser.

(j) Date of Agreement. The "date of this Agreement", "the date hereof" and all other similar phrases shall, for all purposes herein, be deemed to mean the later of the dates of execution shown adjacent to the signatures of all parties to this Agreement.

(k) Special Stipulations. In the event Purchaser purchases the Property, Purchaser hereby agrees to construct the access road from the right-of-way of Inner Perimeter Road to the eastern edge of the Property shown on Exhibit "A". The Purchaser will grant to the Seller two (2) curb cuts and will pay for the access roadway and Inner Perimeter Road acceleration/deceleration lanes from a GDEcD Equity Grant which is preliminarily approved for this project.

IN WITNESS WHEREOF, each of the parties hereto has signed and sealed this Agreement on the date first set forth above.

SELLER:

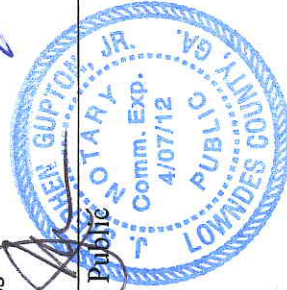
Signed, sealed and delivered
in the presence of:

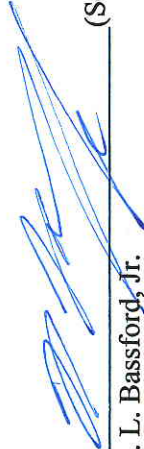


Witness



Notary Public





N. L. Bassford, Jr. (Seal)

Signed, sealed and delivered
in the presence of:

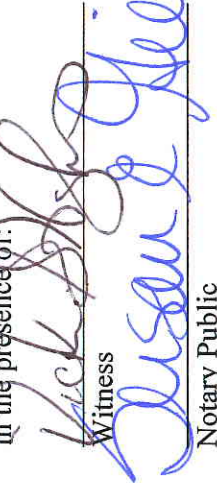




Witness

Notary Public

Signed, sealed and delivered
in the presence of:


Witness

Notary Public



0:\ERP\Valdosta-Lowndes County Industrial Authority\107-5147\NECP\Purchase and Sale Agreement.DOC

PURCHASER:

**VALDOSTA-LOWNDES COUNTY
INDUSTRIAL AUTHORITY**

By: 

Gary Minchew, Chairman

Attest: 

Roy W. Copeland, Secretary

(SEAL)

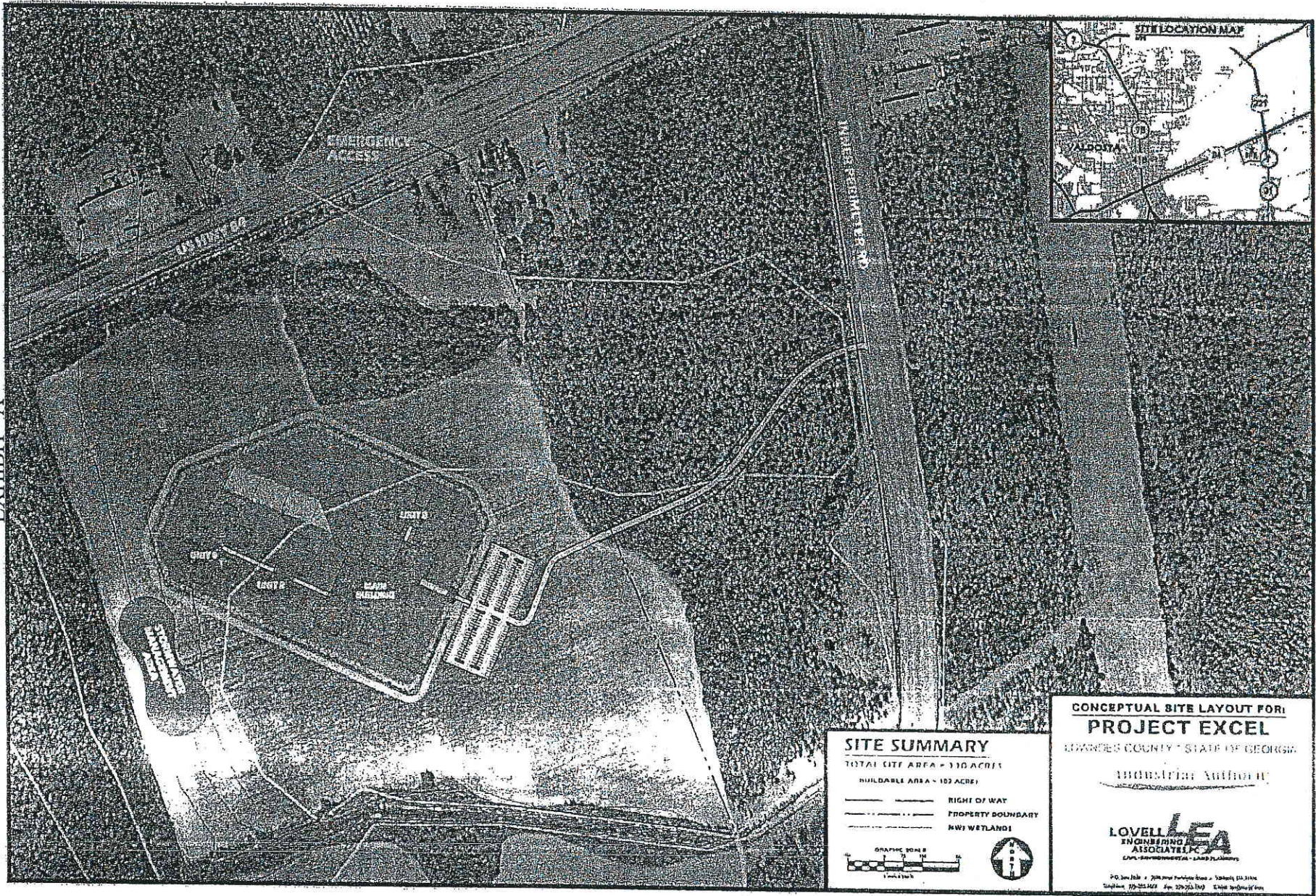
ESCROW AGENT:

J. STEPHEN GUPTON, JR., P.C.

By: 

J. Stephen Gupton, Jr., President

EXHIBIT "A"



SITE SUMMARY

TOTAL SITE AREA - 330 ACRES
BUILDABLE AREA - 103 ACRES

- RIGHT OF WAY
- PROPERTY BOUNDARY
- NWI WETLANDS



**CONCEPTUAL SITE LAYOUT FOR
PROJECT EXCEL**

LOWNER COUNTY - STATE OF GEORGIA

MUNICIPAL AUTHORITY



P.O. Box 100 • 204 West Parkway Blvd • Tallahassee, FL 32304
Tel: 904-225-1000 Fax: 904-225-1001 Email: info@lea.com

EXHIBIT "B"

DUE DILIGENCE DOCUMENTS
TO BE DELIVERED BY SELLER

1. Any and all surveys and environmental information.
2. Any an all lease, including billboard company leases.
3. Any easement agreements, including cross-access and drainage easements.
4. Any restrictive or protective covenant documents.