

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") is executed this 30th day of January 2013 (the "Effective Date") by and between Sanctuary Pointe, LLC, a South Carolina limited liability company (hereinafter called "Sublessee"), and the State of South Carolina Department of Parks, Recreation and Tourism (hereinafter called "Sublessor") and in response to the 2008 Request For Proposal ("RFP") Solicitation Number 08-S7648, Exhibit A, attached hereto and incorporated by reference.

In the event of an inconsistency between provisions of the Sublease and the terms of the RFP, the provisions of the Sublease will control.

WITNESSETH:

1. Background. (a) Prime Lease. Sublessor is the Lessee under that certain Lease No. DACW 21-1-08-7608 Department of the Army Lease to State of South Carolina for Public Park and Recreational Purposes dated January 30, 2008 (the "Prime Lease") attached and incorporated as Exhibit B-1, wherein the Secretary of the Army ("Lessor") leased to Sublessor that certain property known as Lake Hartwell State Park approximately 686.68 acres more particularly described on Exhibit B-2 attached hereto (the "Premises"). Capitalized terms used and not otherwise defined herein shall have the meaning given to them in the Prime Lease.

(b) Sublease. Sublessee is a South Carolina entity which intends to develop or assist in the development of a portion of the Premises by contracting with additional sub-sublessees to construct and/or operate various elements of the development, more particularly identified on Exhibit C attached hereto and incorporated by reference ("Subleased Premises"). The Subleased Premises are those same premises consisting of approximately 325 acres subject to RFP No. P28-2000-01, Sublease of Property to Design, Construct, Finance and Operate Facilities at Lake Hartwell State Park as requested by the State of South Carolina, State Building and Property Services.

(c) Development Plan. Sublessee's conceptual Development Plan Drawing and Design Concept ("Development Plan Drawing") is attached as Exhibit D-1 as may be amended from time to time and incorporated by reference. The Sublessee's master concept plan ("Master Element Concept Plan") is attached as Exhibit D-2 and incorporated by reference.

(d) Potential to Contract for Marina Services. Sublessee may pursue entering into a contractual agreement for the provision of marina services to the Premises with an existing authorized Commercial Concession Marina Operator on Hartwell Lake. Any such contractual agreement will be subject to the terms and conditions of the existing marina operator's lease.

2. Demise. The Sublessor, for and in consideration of the rents, covenants, agreements and stipulations hereafter mentioned, reserved, and contained, to be paid, kept and performed by the Sublessee, has subleased and rented, and by these presents does sublease and rent, unto the Sublessee, and Sublessee hereby subleases and takes the Subleased Premises upon the terms and

conditions contained herein. The Subleased Premises will be held by Sublessee, subject to the terms and conditions as set forth herein.

3. Term. The initial term will commence on the Commencement Date, December 12, 2012 and end on January 29, 2058 (the "Initial Term") and will be consistent with the terms of the Prime Lease.

4. Renewal Terms. Sublessee shall have the option to renew or extend this Sublease upon the express written approval of Sublessor with the consent of Lessor as provided in the Prime Lease.

5. Compliance with Prime Lease. With respect to the Prime Lease, Sublessor and Sublessee agree as follows:

(a) Except as provided in this Sublease to the contrary, Sublessee shall perform all obligations, covenants, and duties of Sublessor as defined in the Prime Lease; with respect to the Subleased Premises provided that (1) Sublessee shall not be required to perform those covenants, duties and obligations previously completed by the State of South Carolina, or governmental subdivision thereof, prior to the date of this Sublease and (2) in accordance with Section 5(d) below, Sublessee shall pay Rent or Additional Rent to Sublessor and not to Lessor.

Sublessee shall abide by and observe all the terms, conditions, restrictions and limitations imposed upon Sublessor pursuant to the Prime Lease. Sublessee shall not do or cause to be done or suffer or permit any act to be done in connection with Sublessee's particular use and occupancy of the Subleased Premises which would constitute a violation of the terms, conditions or requirements of the Prime Lease or would constitute a default under the terms of the Prime Lease. Sublessee agrees that if there is any direct conflict between any provision of this Sublease, on the one hand, and any provision of the Prime Lease, on the other hand, then the provisions of the Prime Lease shall prevail.

(b) Except as otherwise identified herein, Sublessor shall have no duty to Sublessee to perform any obligation of the Lessor pursuant to the Prime Lease, provided however that Sublessor shall use all reasonable efforts to cause the Lessor to perform its obligations under the Prime Lease with respect to the Subleased Premises for the Sublessee's benefit. Sublessee acknowledges and agrees that this Sublease is hereby expressly made subject and subordinate to the Prime Lease. Sublessee acknowledges that its possession and use of the Subleased Premises shall at all times be subject to the rights of Lessor set forth in the Prime Lease. Sublessor shall have no liability to Sublessee for any acts of Lessor pursuant to the Prime Lease and shall have no obligation to ensure the performance of Lessor's covenants and obligations thereunder. However, Sublessor will assist efforts by Sublessee to comply with the provisions of the Prime Lease and further will assist Sublessee, in contesting or defending against any action taken by the Lessor to remove or limit leasehold rights granted pursuant to the provisions of the Prime Lease. Sublessor further agrees to take no action interfering with the rights and enjoyment of the Sublessee under the terms and provisions of the Prime Lease and /or the Sublease.

(c) Sublessor agrees to use its best efforts to assist Sublessee in connection with any negotiations of operational matters related to the Prime Lease or other matters affecting Sublessee related to the Subleased Premises.

(d) Sublessor shall pay to Lessor all rental or other obligations, unless specifically assumed by Sublessee in writing with consent of Lessor, for the term of the Prime Lease when and as such shall become due and payable under the Prime Lease.

(e) In the event that either Sublessee or Sublessor shall during the term of this Sublease receive any notice or communication from the Lessor or provide Lessor with any notice or communication with respect to the Subleased Premises or this Sublease or the Prime Lease, then such party shall promptly provide to the other a copy of any and all such notices and communications.

(f) Sublessee shall be solely responsible for all timely filing of all ad valorem tax, fee-in-lieu or property tax and similar returns required, and for timely payment of all ad valorem, fee-in-lieu of property tax and similar taxes assessed against Sublessor or Sublessee or any other person or entity, in connection with this Sublease or the Prime Lease. Sublessor agrees to provide the Sublessee in a timely manner any and all notices received pertaining to ad valorem taxes, fee-in-lieu of property taxes and/or related matters.

6. Rent. Sublessee agrees to pay Sublessor, as rental for the use of the Subleased Premises, an annual percent of all Gross Receipts received by Sublessee per each year of the Term under the terms contained in this Section 6 of the Sublease and the requirements of the RFP, as follows (“Rent”):

i) As used herein “Gross Receipts” are defined as: the total amount of any and all sales of items, including but not limited to, food, rentals of rooms and facilities, golf sales and services, spa services, charged recreational activities and retail sales derived by the operation of the Improvements that may be tracked and indicated on a centralized point of sale system to be implemented through a centralized reservation system and booking system on a calendar year basis using generally accepted accounting principles and that are reported as revenue to the South Carolina Department of Revenue by the Sublessee or by sublessees of the Sublessee. “Gross Receipts” shall not include any infrastructure contributions, economic incentive monies or their equivalents received through any Federal, State or local government, or any development fees or maintenance or similar “Gross Receipts” contributions.”

ii) Such payment of Rent will be paid as follows: Quarterly payments with due dates of January 30, April 30, July 30 and October 30 will be made to Sublessor by Sublessee at an address provided by Sublessor.

iii) The percentage of Gross Receipts constituting Rent are: (a) years one through three of the production of gross receipts, one (1%) percent; (b) year four through the termination of this Sublease, or any renewals thereof, one and one-half (1.5%) percent;

(iv) Any defined administrative fees incurred after the execution of the Sublease will be paid by the Sublessee in a timely manner as incurred.

v) Following the end of each calendar year during the Term, Sublessor may reconcile, at its option, the actual amounts of Gross Receipts for the calendar year last ended. Sublessor must notify Sublessee that Sublessor is exercising such option on or before March 1 following each calendar year of the Term for such prior year's Gross Receipts. Sublessor shall have the right, at Sublessor's expense and no more frequently than once per calendar year, to inspect Sublessee's financial books and records showing Gross Receipts for the calendar year in question. The purpose of the Gross Receipts inspection will be to reconcile annual Gross Receipt amounts and to adjust Rent payments due for such Term as a result of such reconciliation, if any. In the event of a dispute, each of Sublessor and Sublessee may, at their own respective expense retain a certified public accountant to conduct the reconciliation review and produce a Gross Receipt report indicating the total annual Gross Receipts for the applicable year. Such report must be submitted to the other party on or before May 1 of any applicable year. Each party will have thirty (30) days to respond to the other party's report submission. If the parties cannot reconcile any Gross Receipts report differences within thirty (30) days of the issuance of the report(s) for such applicable calendar year, the matter will be resolved in accordance with the terms of the RFP, by the appropriate Chief Procurement Officer, or in the absence of jurisdiction only in the Court of Common Pleas for, or a federal court located in Richland County, State of South Carolina.

7. Use. (a) Construction of Improvements. Sublessee is subleasing the Subleased Premises for the purpose of (a) implementing the Development Plan and (b) using previously constructed improvements and natural features thereon related to or supporting the implementation of the Development Plan (the "Improvements"). Sublessee shall not at any time during the Term of this Sublease make any use of the Subleased Premises in violation of the Prime Lease or applicable laws, ordinances, rules, regulations or legal requirements affecting the Subleased Premises. Sublessee shall observe and abide by all laws, statutes, ordinances, regulations and restrictive covenants applicable to the Subleased Premises and to Sublessee's use and occupancy thereof during the term of this Sublease. Sublessor acknowledges that Sublessee intends to further sublease portions of the Subleased Premises in accordance with the provisions of Paragraph 16 of this Sublease.

(b) Development Time Table. In order to measure progress toward the initial completion of the Master Element Concept Plan, Sublessee agrees to use its best efforts, in a good and workmanlike manner, to achieve the following development time table:

Phase One -- including Infrastructure, Hotel(s) & Conference Center, golf course and resort harbor complex, to be completed or in the process of completion by December 2020.

Phase Two--dependent on economic and market conditions.

In order to facilitate progress toward the initial completion of the Master Element Concept Plan, Sublessor and Sublessee will have an annual review of the developments progress for the preceding annual period. Sublessee shall not be held responsible for inaction or unreasonable delays caused by the Sublessor, the Lessor or any other third-party agency or organization during the Term of this Sublease.

8. Sublessee's Representations. Sublessee hereby represents and warrants to Sublessor as follows:

(a) Sublessee is duly organized, validly existing and in good standing under the laws of the State of South Carolina and is authorized to do business in the State of South Carolina, and each other jurisdiction necessary for it to perform its obligations under this Sublease, and Sublessee has the right, power and authority to enter into this Sublease and perform its obligations hereunder;

(b) Sublessee's execution and delivery of, and performance under, this Sublease have been duly authorized by Sublessee and do not, and will not, violate or conflict with any charter (or other organizational document), bylaw, law, contract, permit or obligation applying to Sublessee or any of its properties other than such violations and conflicts that would not reasonably be expected to impair Sublessee's ability to perform in all material respects its obligations under this Sublease. This Sublease does not and will not contravene the provisions of, or constitute a default under, any indenture, mortgage, contract or other instrument to which Sublessee is a party or by which Sublessee is bound;

(c) This Sublease constitutes a legal, valid and binding obligation of Sublessee, enforceable against Sublessee in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization and similar laws affecting the enforcement of creditors' rights generally; and

(d) No notice to, or consent, approval, permit, authorization or order of, any court or other governmental authority or third party not already given or obtained is required with respect to Sublessee in connection with its execution and delivery of, and performance under, this Sublease; and

(e) There is no pending or threatened action, suit, investigation, arbitration or other proceeding, that, if adversely determined, would reasonably be expected to have an adverse impact, individually or in the aggregate, on the ability of Sublessee to perform its obligations under, or which purport to affect the legality, validity or enforceability of this Sublease.

9. Sublessor's Representations. Sublessor hereby represents and warrants to Sublessee as follows:

(a) Sublessor is an agency of the State of South Carolina, and, subject to Lessor approval per the Prime Lease, Sublessor has the right, power and authority to enter into this Sublease and perform its obligations hereunder.

(b) Sublessor's execution and delivery of and performance under the Sublease has been duly authorized by the Sublessor and does not and will not violate or conflict with any organizational document, law, contract, permit or obligation applying to Sublessor or any of its properties other than such violation and conflicts that would not reasonably be expected to impair Sublessor's ability to perform in all materials respects its obligations under this Sublease. This Sublease does not and will not contravene the provisions of or constitute a default under any agreement, instrument, statute or regulation to which Sublessor is a party or by which Sublessor is bound.

(c) Sublessors execution and delivery of this Sublease does not violate or conflict with any provision of the Prime Lease, except as may have been waived in writing by Lessor, and Sublessor has obtained all approvals necessary to execute this Sublease by Lessor.

(d) This Sublease constitutes a legal, valid and binding obligation of Sublessor enforceable against Sublessor in accordance with its terms.

(e) No notice to or consent, approval, permit, authorization or order of any court or other governmental authority or third party not already given or obtained is required with respect to Sublessor in connection with the execution and delivery and performance under this Sublease.

(f) There is no pending action, suit, investigation, arbitration or other proceeding, that, if adversely determined, would reasonably be expected to have an adverse impact, individually or in the aggregate, on the ability of Sublessor to perform its obligations under, or which purport to affect the legality, validity or enforceability of this Sublease.

(g) Sublessor will provide reasonable nonfinancial administrative support and assistance to Sublessee in requesting necessary and proper easements and permits for utilities infrastructure structures and associated support facilities to construct and operate the Master Element Concept Plan. The Sublessee shall be responsible for obtaining utilities and paying for all access improvements.

10. Maintenance; Compliance with Laws. a) Sublessee shall during the Term of this Sublease, at its cost and expense, keep and maintain the Subleased Premises and Improvements in good order and repair and safe condition, and the whole of the Subleased Premises in a clean, sanitary and orderly condition; (b) Sublessee shall observe and comply with all public laws, ordinances, and regulations from time to time applicable to the Subleased Premises, including the terms and conditions of the Prime Lease, subject to Sublessee's right to contest such laws, ordinances and regulations; and; (c) Sublessee shall comply with all Federal and State requirements related to non-discrimination and employment, inclusive of 42 U.S.C. § 2000d; 42 U.S.C. § 6102; 29 U.S.C. § 794; 41 C.F.R. 60-1.4, 60-250.4 and 60-741-4.

11. Insurance. Sublessee shall obtain and maintain during the term of this Sublease, at its sole cost and expense, all liability insurance coverages required to be maintained by Sublessor pursuant to the terms of the Prime Lease with respect to the Subleased Premises, and Sublessee shall comply with all requirements and provisions of the Prime Lease applicable to such insurance policies and coverages and shall further name the Sublessor as a named insured in all such policies and coverage. Sublessee shall also obtain and maintain at its own expense insurance coverage for property damage with extended coverage for structures with policy limits approved by the Sublessor. To the extent Sublessee subleases a portion of the Subleased Premises to other sublessees, the Sublessor agrees that such insurance coverages will be provided by the appropriate other sublessees; as long as such insurance coverages name the Sublessor as an additional named insured and are in compliance with the provisions and requirements of the Prime Lease. The insurance shall be placed with an AM Best (A) rated insurance carrier of at least a size class VII. Sublessee and, to the extent Sublessee subleases a portion of the Subleased Premises to other sublessees, such sublessees shall provide to Lessor and to Sublessor certificates

of insurance and shall, upon Sublessor's request provide evidence satisfactory to Sublessor that Sublessee or other sublessees, as the case may be, have provided such certificates to the Lessor.

12. Damage or Destruction of Improvements. In the event the Improvements located on the Subleased Premises are partially or totally destroyed, whether by fire or any other casualty, so as to render the same unfit, in whole or in part, for use by the Sublessee or the sublessees of Sublessee, as the case may be, then all insurance proceeds from such damage or destruction ("Insurance Proceeds") shall be paid to Sublessee or the sublessees of Sublessee, as the case may be, and Sublessee or the sublessees of Sublessee, as the case may be, shall have the following options which shall be undertaken as promptly and diligently as may be done without waiver of Sublessee's or the sublessees of Sublessee, as the case may be, rights to perform within time periods allowed under the applicable insurance policies, unavoidable strikes and other causes beyond the reasonable control of Sublessee or the sublessees of Sublessee, as the case may be, excepted:

(a) To apply the Insurance Proceeds to restore and/or rebuild those Improvements that were damaged on the Subleased Premises to a substantially similar condition as existed prior to the damage or destruction.

(b) To apply the Insurance Proceeds to rebuild, repair and/or replace the damaged Improvements, including appropriate upgrades to meet then current standards and requirements, but not to exceed the size and operating capacity of the damaged Improvements that existed on the date of loss; provided however, that Sublessee or sublessees of Sublessee, as the case may be, in their sole discretion may provide funds in addition to the Insurance Proceeds to improve and/or enlarge the rebuilt, repaired or replaced Improvements.

(c) To retain the Insurance Proceeds and elect not to proceed under options (a) or (b) above in which case Sublessee or sublessees of Sublessee, as the case may be, shall be obligated to apply the Insurance Proceeds to return that portion of the Subleased Premises to a substantially similar condition as possible to their condition prior to the construction of the damaged Improvements, except as may otherwise be agreed between Sublessor and Sublessee (and sublessees of Sublessee, to the extent applicable) to accommodate other uses by Sublessee or other tenants in which case both Sublessee and Sublessor recognize the Insurance Proceeds will only be available for uses in accordance with the applicable policy.

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14. Default. The definition of "Event of Default" shall be determined by the provisions of the RFP. In addition, the occurrence of any of the following shall be an "Event of Default": (i) if Sublessee fails to pay when due any installment of Base Rent or Additional Rent within sixty (60) days of the date specified herein; (ii) if Sublessee fails to keep, perform and observe any other covenant hereunder, and such failure is not cured within sixty (60) days after written notice from Sublessor, unless such default is incapable of being cured within sixty (60) days and Sublessee has commenced the cure of such default; or (iii) Sublessee shall breach any representation or warranty made hereunder and such breach remains uncured after written notice of Sublessor for a period of sixty (60) days.

Upon or after the occurrence of an Event of Default, Sublessor may terminate this Sublease upon ninety (90) days prior written notice to Sublessee. After such ninety (90) days, provided that Sublessee does not cure, to the satisfaction of the Sublessor, the Event of Default during such ninety (90) days, Sublessor may enter into and upon the Subleased Premises so long as such entry is in accordance with applicable law, including without limitation, applicable laws governing proprietary data or any part thereof and repossess the same and expel the Sublessee and persons claiming under and through it. If required, Sublessor may enforce compliance with the Sublease by way of an action for damages, injunction, or other appropriate relief.

15. Indemnity. Sublessee agrees to indemnify Sublessor against, and to defend and hold Sublessor free and harmless from, any and all losses, damages, costs and expenses, including reasonable attorneys' fees, relating to any claim, demand, action or lawsuit of any kind or nature arising from Sublessee's use or occupancy of the Subleased Premises during the Term of this Sublease or any extension hereof, or arising from Sublessee's use or occupancy of the Subleased Premises in accordance with the provisions of the RFP, unless such loss, damage, cost or expense results from the negligent or willful act(s) of Lessor or Sublessor or is otherwise specifically waived hereunder. Sublessee hereby waives all claims against the Sublessor for damage due to any cause whatsoever to goods, wares, and merchandise and any and all other personal property on the Subleased Premises, including property stored by Sublessee on behalf of third parties. In addition, all further subleases of the Sublessee must contain a provision for the indemnification of the Sublessor in accordance with the terms of the RFP.

16. Assignment and Subletting. Sublessor acknowledges and agrees that parties shall construct on the Subleased Premises certain Improvements, including hospitality, lodging and recreational facilities related to the implementation of the Development Plan Drawing and Master Element Concept Plan and Lessor has consented to same. Such construction of Improvements may be done subject to additional subleases between Sublessee and other developer(s), and such are permitted hereunder, upon prior written approval of the Lessor pursuant to the provisions of the Prime Lease, subject to the following:

(a) No time shares or lease back options shall be permitted;

(b) All Improvements shall be constructed consistent with the Development Plan Drawing and Master Element Concept Plan, shall be governed by the comprehensive covenants, conditions and restrictions utilized to ensure consistency and compliance with the Prime Lease, this Sublease and the intent of the project as a whole, and shall be reviewed and prior written approval obtained consistent with the provisions of the Prime Lease before construction can begin.

(c) It is understood that the Sublessee shall require and approve schematic design documents from its sub-sublessees. In turn, the Sublessee shall submit the required documents to the Sublessor for approval, in accordance with the terms and conditions of the Prime Lease, and in order to assure the design intent of Exhibits D-1 and D-2. Sub-sublease agreements between Sublessee and its sub-sublessees are subject to the review and approval of Sublessor. Upon approval from the Sublessor, based upon approval received from Lessor, the design development and construction process shall commence and shall not be unreasonably restricted unless Sublessee is not in compliance with the intent of Exhibits D-1 and D-2 and the approved schematic design documents.

(d) All Improvements will be subject to a comprehensive, consistent reservation system which will be open to the general public.

(e) Notice will be provided to Sublessor of the execution of such sub-lease(s), including the sub-sublessee(s) name, address and registered agent.

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18. Notices. Any notice to be given hereunder shall be in writing and sent by registered or certified mail, return receipt requested, addressed as follows or such other address as may be specified in writing by one party to another:

As to Sublessor:

State Park Director
State of South Carolina Department of Parks,
Recreation and Tourism
1205 Pendleton Street, Room 251
Columbia, SC 29201

As to Sublessee:

Sanctuary Pointe, LLC
Attn: Elmon H. Henry, Manager
120 Wynward Pointe Dr.
Salem, S.C. 29676

With a copy to:

Nexsen Pruet, LLC
PO Box 10648
Greenville, SC 29603
Attn: James A. Blair, III

Any service of process required to be served on Sublessee shall be delivered to Sublessee's Registered Agent in the State of South Carolina, which is subject to change but available via public records at all times.

19. Right of Entry. Sublessor shall, during the Term, have the right, but not the obligation, to enter the Subleased Premises to inspect the same to determine if Sublessee is observing the covenants and agreements of this Sublease to be kept and performed by Sublessee; *provided, however,* with respect to any or the Improvements that any such entry shall occur only at reasonable times and upon prior written notice of not less than 24 hours to Sublessee or without such prior notice in the event of imminent danger to property or life (Sublessor to provide notice

of entry as soon as is reasonable under the particular circumstances) and subject to all of Sublessee's security procedures.

20. Environmental.

(a) **Environmental Laws.** The term "Environmental Laws" shall mean all now existing or hereafter enacted or issued statutes, laws, rules, ordinances, orders, permits and regulations of all state, federal, local and other governmental and regulatory authorities, agencies and bodies applicable to the Subleased Premises, pertaining to environmental matters or regulating, prohibiting or otherwise having to do with asbestos and all other toxic, radioactive, or hazardous wastes or material including, but not limited to, the Federal Clean Air Act, the Federal Water Pollution Control Act, and the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as from time to time amended.

(b) **Tenant's Responsibility.** Sublessee will be required to update the prior environmental assessments at the Sublessee's expense to include documentation of compliance with CERCLA, the National Historic Preservation Act, The Endangered Species Act, The Archaeological and Historical Preservation Act, and the Archaeological Resources Protection Act. Sublessee covenants and agrees that it will keep and maintain the Subleased Premises at all times during the Term or any extension of the Term in compliance with Environmental Laws. Sublessee shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically active or other hazardous substances, or materials on the Subleased Premises. Sublessee shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or in compliance with the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought onto the Subleased Premises any such materials or substances except to use in the ordinary course of Sublessee's business, and then only after such notice is given to Sublessor of the identity of such substances or materials. No such notice shall be required, however, for commercially reasonable amounts of ordinary office type supplies and janitorial supplies. Sublessee shall execute affidavits, representation and the like, from time to time, at Sublessor's request, concerning Sublessee's best knowledge and belief regarding the presence of hazardous substances or materials on the Subleased Premises.

(c) **Sublessee's Liability.** Sublessee shall hold Sublessor free, harmless, and indemnified from any penalty, fine, claim, demand, liability, cost, or charge whatsoever which Sublessor shall incur, or which Sublessor would otherwise incur, by reason of Sublessee's failure to comply with this Paragraph 20 including, but not limited to: (i) the cost of full remediation of any contamination to bring the Subleased Premises into the same condition as of the Commencement Date and into full compliance with all Environmental Laws; (ii) the reasonable cost of all appropriate tests and examinations of the Subleased Premises to confirm that the Subleased Premises and any other contaminated areas have been remediated and brought into compliance with all Environmental Laws; and (iii) the reasonable fees and expenses of Sublessor's attorneys, engineers, and consultants incurred by Sublessor in enforcing and confirming compliance with this Paragraph 20.

(d) **Limitation on Sublessee's Liability.** Sublessee's obligations under this Paragraph 20 shall not apply to any condition or matter constituting a violation of any Environmental Laws: (i) which existed prior to the commencement of Sublessee's use of

occupancy of the Subleased Premises; (ii) which was not caused, in whole or in part, by Sublessee or Sublessee's agents, employees, officers, partners, contractors or invitees; or (iii) to the extent such violation is caused by, or results from the acts or neglects of Sublessor or Sublessor's agents, employees, officers, partners, contractors, guests, or invitees.

(e) **Inspection by Sublessor.** Sublessor and its engineers, technicians, and consultants (collectively the "Auditors") may, from time to time as Sublessor deems appropriate, conduct periodic tests and examinations ("Audits") of the Subleased Premises to confirm and monitor Sublessee's compliance with this Paragraph 20. Such Audits shall be conducted in such a manner as to minimize the interference with Sublessee's operations; however in all cases, the Audits shall be of such nature and scope as shall be reasonably required by then existing technology to confirm Sublessee's compliance with this Paragraph 20. Sublessee shall fully cooperate with Sublessor and its Auditors in the conduct of such Audits. The cost of such Audits shall be paid by Sublessor unless an Audit shall disclose a material failure of Sublessee to comply with this Paragraph 20, in which case, the cost of such Audit, and the cost of all subsequent Audits made during the Term and within thirty (30) days thereafter (not to exceed two (2) such Audits per calendar year), shall be paid for on demand by Sublessee.

(f) **Sublessor's Liability.** Sublessor represents and warrants that, to the best of Sublessor's knowledge, there are no hazardous materials on the Subleased Premises as of the Commencement Date in violation of any Environmental Laws

21. Miscellaneous. Paragraph headings are for convenience only and do not define, alter or limit the provisions of this Sublease. The Sublease Agreement, any dispute, claim, or controversy relating to the Sublease, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules

22. Quiet Enjoyment. Subject to the terms of the Prime Lease and this Sublease, so long as no Event of Default by Sublessee exists hereunder, Sublessee's quiet and peaceable enjoyment of the Subleased Premises shall not be disturbed or interfered with by Sublessor, or by any person claiming by, through or under Sublessor.

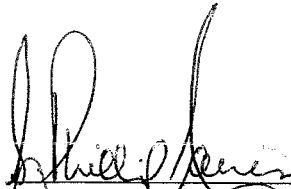
23. Financing. Subject to review and approval of the State Budget and Control Board, Division of General Services, Sublessor acknowledges and agrees that Sublessee may pledge its interest under this Sublease as security for project-related financing, so long as prior written approval of the Lessor in compliance with the provisions of the Prime Lease is first obtained. Sublessor agrees to deliver and assist in obtaining signatures or documents from the Lessor of any reasonable estoppel letters, subordination, nondisturbance and attornment agreements, or other financing-related documents reasonably requested by the Sublessee's lender and to timely execute said documents.

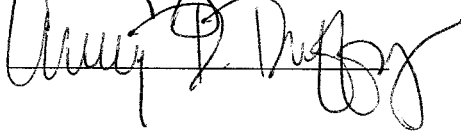
24. Entire Agreement; Modification. This Sublease contains the entire agreement of the parties and no representations, inducements, promises or other agreements, oral, written or otherwise, shall be of any force or effect. No amendment to this Sublease shall be binding on any party unless set forth in writing and executed by all parties.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year first above written.

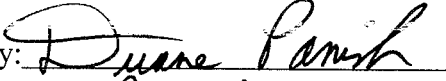
WITNESSES:





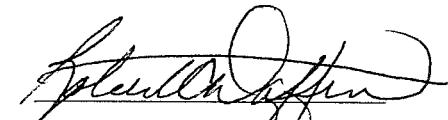
SUBLESSOR:

State of South Carolina Department of
Parks, Recreation and Tourism

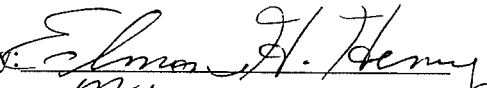
By: 
Its: DIRECTOR

SUBLESEE:

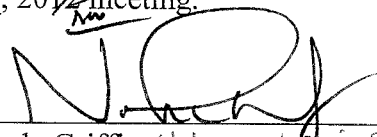
Sanctuary Pointe, LLC, a South Carolina
limited liability company



Nathaniel M. Henry

By: 
Its: MANAGER

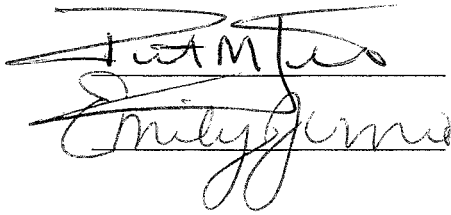
This Sub-lease is approved in accordance with the South Carolina Code of Regulations §19-447.1000 by the South Carolina Budget and Control Board, Division of General Services, this 30th day of JANUARY, 20123. This sub-lease was approved by the South Carolina Budget at Control Board at its 29th, 20123 meeting.

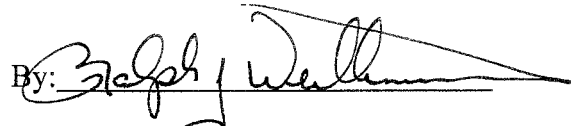


Carla Griffin Nolan Wiggins
Deputy Director

WE CONSENT:

(Reviewed as to content but not a party hereto)



By: 

**Ralph J. Werthmann
Chief, Real Estate Division
Savannah District
Real Estate Contracting Officer**

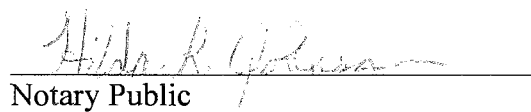
STATE OF GEORGIA)

: ss

COUNTY OF CHATHAM)

On this 26th day of November, 2012, before me the undersigned Notary Public, personally appeared **Ralph J. Werthmann**, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public

My Commission Expires:

**HILDA R. JOHNSON
Notary Public, Chatham County, GA
My Commission Expires Sept 30 2015**

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE

Personally appeared before me a Notary Public and for the State and County aforesaid,
Victoria Lewis, who being duly sworn says that (s)he saw the within
named Deane Parrish sign the attached and foregoing instrument in the
capacity therein stated for the purpose herein expressed as the act and instrument of **The State
of South Carolina, Department of Parks, Recreation and Tourism**, and that (s)he with
Phil Gaines & witnessed the execution of the same.

Amy Duffy

Sworn to before me this 15 day

of November, 2012.

Victoria Lewis
Notary Public

My Commission Expires: 5/12/2016

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

PROBATE

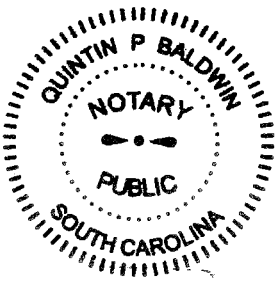
Personally appeared before me a Notary Public and for the State and County aforesaid,
Quintin P. Baldwin, who being duly sworn says that (s)he saw the within
named Elmon Henry sign the attached and foregoing instrument in the
capacity therein stated for the purpose herein expressed as the act and instrument of
Sanctuary Pointe, LLC., and that (s)he with Robert Daffin + witnessed the
execution of the same.

Kathryn Henry

Sworn to before me this 19 day

of November, 2012.

Quintin P. Baldwin
Notary Public



My Commission Expires: My Commission Expires
April 28, 2019