

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF LEXINGTON)
)

AGREEMENT OF SALE
AND PURCHASE
REGATTA SUBDIVISION PHASE III
SECOND ROW LOT

THIS AGREEMENT is made as of June 9, 2007 (the "Effective Date"), between **South Carolina Electric & Gas Company**, a South Carolina corporation ("SCE&G"), and _____ ("Buyer"). SCE&G and Buyer may be individually referred to herein as "Party" or jointly as the "Parties." This Agreement is entered into solely for reason that Buyer has submitted a bid in the public competitive bid process mandated by the South Carolina Public Service Commission, which bid has been determined to be the successful winning bid for the subject property.

1. OFFER. For and in consideration of mutual promises and obligations specified herein, Buyer agrees to buy, and SCE&G agrees to sell the within-described Property, subject to the terms and conditions hereinafter set forth and the "Terms and Conditions of Bid Process" ("Bid Terms"), attached hereto as **Exhibit A**. Failure by any party to comply with any of the Bid Terms may result in this Agreement being deemed null and void by SCE&G in which case Buyer, as its sole remedy, shall be entitled to the return of the Earnest Money (as defined below).

2. DESCRIPTION: Said Property is situated in the Regatta Subdivision on Lake Murray, County of Lexington, State of South Carolina (the "Property") and is described as follows:

All that certain piece, parcel or lot of land, containing _____ acre, more or less, situate, lying and being in the Regatta Subdivision on Lake Murray, in the County of Lexington, State of South Carolina, and shown as Lot _____ on that Revised Bonded Plat of Regatta – Phase III, Prepared for South Carolina Electric & Gas Company, prepared by Larry W. Smith, Associated E&S, Inc. dated February 6, 2007 and recorded in the Lexington County RMC Office on _____, 2007, in Plat Book _____ at page _____ (the "Plat"), a copy of which is attached as **Exhibit B** hereto.

DERIVATION: This being a portion of property acquired by deed from Walter C. Harmon, Jr. and Josephine Harmon Montuери, dated July 9, 1974 and recorded on January 23, 1975 in the Office of the Register of Deeds for Lexington County in Record Book 53 at Page 104.

TMS Number: Portion of 1800-07-017

3. TITLE. This conveyance shall be made subject to any and all existing reservations, easements, encroachments, restrictions, covenants, zoning, governmental regulations, land use regulations, and rights-of-way, which may affect the Property or as may be revealed by an inspection of the Property, including the preservation of landscaping maintained by the Homeowner's Association, and/or as shown on the Plat. SCE&G agrees to convey marketable title and to deliver a limited warranty deed, together with any easements for ingress, egress and utilities as may be reasonably necessary, in proper form for recording free and clear of liens and encumbrances except as herein stated; see Section 10.2 regarding release of mortgage lien. This conveyance is further subject to any and all easements or servitudes which now exist, inchoate or perfected, and shall reserve to SCE&G, its successors and assigns, the right of ingress, egress and access in, to, over, across and out of the above described Property for malaria control and for other corporate utility purposes.

4. PURCHASE PRICE AND EARNEST MONEY DEPOSIT. The purchase price is _____ Dollars (\$_____.00) (the "Purchase Price"), to be paid as follows:

4.1. Earnest Money. Five percent (5%) of Purchase Price shall be deposited as earnest money with Haynsworth Sinkler Boyd, P.A. (the "Escrow Agent") as follows:

4.1.1. Contract Payment. A Two Thousand and no/100 Dollars (\$2,000.00) deposit (the "Contract Payment") was made with Escrow Agent on the Effective Date at the auction site.

4.1.2. Balance of Earnest Money. The remaining earnest money (individually referred to as the "Earnest Money Balance" and collectively referred to with the Contract Payment as "Earnest Money") in the amount of _____ Dollars (\$_____.00), which is the

balance of the required 5% of the Purchase Price, shall be paid by wire transfer, personal check or certified check made payable to Haynsworth Sinkler Boyd, P.A. and either hand-delivered or wired to Escrow Agent by 5:00 P.M. EST, June 18, 2007. The contact with the Escrow Agent, and SCE&G's closing attorney, is M. Todd Haynie III, Haynsworth Sinkler Boyd, P.A., 1201 Main Street, Suite 2200, Columbia, South Carolina 29201. Wiring instructions: see **Exhibit C** attached and incorporated by reference herein. If the Earnest Money Balance is not paid by the deadline set forth above, SCE&G shall have the option of terminating this Agreement, in which case SCE&G shall be entitled to the Contract Payment and Escrow Agent shall be entitled, immediately upon receipt of written notice from SCE&G of its election to terminate, and without further authorization or consent from Buyer, to deliver the Contract Payment to SCE&G.

4.2. Balance of Purchase Price. The balance of the Purchase Price shall be due at closing by federal bank wire transfer or by cashier's check.

5. NO WARRANTY. Buyer and SCE&G agree that the PROPERTY IS BEING SOLD IN "AS IS" CONDITION WITH NO WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED. SCE&G makes no representation as to the use or usefulness of the Property for any purpose. Buyer acknowledges that Buyer has made an on-site inspection of the Property and is purchasing based on Buyer's own inspection and other independent due diligence. SCE&G has not made any commitments or accepted any obligations for further work on the Property or in the neighborhood of the Property other than paving of streets. Buyer acknowledges that SCE&G has not made any pledges, covenants or commitments in regard to the development of Regatta which has induced the purchase of the Property except as stated and shown in this Agreement.

6. SURVEY. SCE&G shall have a subdivision plat prepared for Closing purposes at SCE&G's expense. The plat shall be relied upon in the preparation of the legal description(s) of the Property to be contained in the deed of conveyance.

7. CLOSING REQUIREMENTS. The Closing shall take place at SCE&G's closing attorney's office noted in Section 4 above on or before October 9, 2007 unless otherwise agreed to by both Parties in writing. All Closing expenses shall be paid by the Party normally paying them in the area in which the Property is located.

8. TAXES. Property taxes, and any other assessments that may apply to the Property, shall be prorated at Closing based on the information available proximate to the Closing date without subsequent revision based on new information thereafter. SCE&G will be responsible for payment of all rollback taxes at the time assessed.

9. PROFESSIONAL SERVICES FEES. Buyer shall pay the fees of any, realtor, property advisor or attorney, if any, it has engaged in the connection with this transaction, and shall defend, indemnify and hold harmless SCE&G from any liability related thereto.

10. TITLE DEFECTS.

10.1. On or before Closing except as otherwise provided in Subsection 10.2, SCE&G will do, make, execute and deliver all such additional and further acts, deeds, instruments and documents as may be reasonably required by Buyer to completely vest in and assure to Buyer full rights in or to the Property. In the event of a defect of title that SCE&G is not aware of as of the Effective Date of this agreement that SCE&G elects not to cure and the Buyer does not otherwise agree to waive, the Buyer may declare this Agreement null and void with full refund of Earnest Money.

10.2. SCE&G will cause the Property to be released from all mortgages, deeds of trust, deeds to secure debt, security agreements, financing statements and all other security interests relating to existing indebtedness that is secured in whole or in part by the Property. Buyer acknowledges that SCE&G may not provide release from its mortgage and indenture agreement at Closing, but will provide such release as quickly as administratively practicable.

11. DEED RESTRICTIONS. This conveyance shall be made subject to any and all existing reservations, easements, encroachments, restrictions, covenants, zoning, governmental regulations, land use regulations, and rights-of-way, which may affect the Property which may be evident upon visible inspection of the Property and/or as shown on the Plat, including without limitation that certain Declaration of Covenants and Restrictions for Regatta Pointe filed with the Lexington County RMC Office on June 6, 1996, in Book 3757, Page 277, as well as an Amendment to change the name to Declaration of Covenants and Restrictions for Regatta dated August 18, 2002 and filed with the Lexington County RMC Office on August 26, 2002 in Book 7435 at Page 0058, a copy of which is attached hereto as **Exhibit D**, and as will be further amended by SCE&G with a copy of such further amendment provided to Buyer prior to Closing (collectively, the “Restrictive Covenants”).

12. CONDITION OF ADJACENT LAND UNDER LAKE MURRAY. Buyer acknowledges that use of Lake Murray has certain inherent risks which Buyer assumes as such Party’s own risk, and as to which Buyer agrees to indemnify and hold harmless SCE&G, its directors, officers, employees and agents with respect to any claim concerning injury to person or property arising from boating, swimming, skiing, fishing or other activities on Lake Murray of Buyer or Buyer’s family members, agents, employees or invitees, whether caused by such underwater obstructions or any other cause.

13. POSSESSION. Buyer shall have the right of occupancy immediately at Closing.

14. DEFAULT. The remedies of the Parties in the event of default are as follows:

14.1. Buyer’s Default: In the event of default by Buyer under the terms of this Agreement for reasons other than non-compliance with Bid Terms and/or failure to deliver the Earnest Money Balance as required under Section 4 herein, including, but not limited to, Buyer's failure to purchase the Property by said Closing date, SCE&G shall be entitled to terminate this Agreement and to immediately receive the Earnest Money. In addition, SCE&G will be entitled to (i) reimbursement by Buyer for all out of pocket expenses actually incurred by SCE&G in connection with this Agreement, through the

date of default or (ii) to sue for specific performance or for any other remedy at law or equity.

14.2. SCE&G's Default: In the event of default by SCE&G under the terms of this Agreement, including but not limited to SCE&G's failure to sell the Property by said Closing date, Buyer's sole remedy shall be to immediately receive a refund of the Earnest Money, unless provided otherwise herein.

15. FACSIMILE. Both Buyer and SCE&G agree that receipt of a signed Agreement by facsimile or other electronically scanned images, as agreed to by SCE&G, shall be the same as receipt of an original signed Agreement.

16. NOTICES. All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be effective upon email, facsimile, personal delivery to the Party to whom they are addressed; or, if mailed, five (5) days following deposit in the United States mail first class postage prepaid, registered or certified; or, if sent by nationally recognized overnight courier, the date when signed for at addressee's residence or place of business and addressed to each Party at the following address:

SCE&G:
Beth Trump
Project Manager
South Carolina Electric & Gas Co.
1426 Main Street, Mail Code MZ6
Columbia, SC 29201
Email: btrump@scana.com
Facsimile: (803) 933-7520
Mobile phone: (803)603-5252

Buyer:

Email: _____
Facsimile: _____
Mobile phone: _____

Copy to:
Todd Haynie, Attorney
Haynsworth Sinkler & Boyd, P.A.
1201 Main Street, Suite 2200
Columbia, SC 29201
Email: thaynie@hsblawfirm.com
Facsimile: (803) 765-1243

17. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of South Carolina, exclusive of its choice of law rules.

18. APPROVALS. The obligations of SCE&G hereunder are conditional upon SCE&G's receiving approval from its Board of Directors' Special Property Committee and/or Board of Directors, the South Carolina Public Service Commission ("SCPSC"), and any other regulatory body that may have authority over the sale of this Property. Such approval has been obtained or will be sought by SCE&G as soon as practicable after the date of this Agreement. This condition is for the benefit of SCE&G and may be waived by SCE&G in the event SCE&G determines that it does not require any additional approvals.

19. COOPERATION OF PARTIES. Both Parties agree that they will cooperate in the negotiation, preparation and execution of all documents required to effectuate the transaction contemplated herein.

20. UTILITY TAP FEES. In order to construct a home, Buyer shall purchase at Buyer's expense a sanitary sewer treatment tap certificate and water tap certificate from the City of Columbia, which are in addition to the purchase price of the Property. Tap fees will be at the current market rate.

21. STREET LIGHTS. Upon closing, each resident will be assessed a proportional monthly charge for street lighting service, as prescribed by the South Carolina Public Service Commission.

22. COMPLETION DATES/DEVELOPER OBLIGATIONS. SCE&G agrees to complete asphalt roads directly adjacent to the Property in accordance with the bonded plat, if not already so provided. Buyer acknowledges that SCE&G intends to close the sale to Buyer based on a bonded plat. SCE&G agrees to exercise its best efforts to complete any uncompleted bonded improvements on or before February 13, 2009, subject to unavoidable delay because of bad

weather, strikes, natural disasters, orders of governmental agencies or other causes beyond the reasonable control of SCE&G.

23. **ASSIGNMENT.** The rights of Buyer under this Agreement may not be assigned or otherwise transferred without the express written consent of SCE&G, which consent may be withheld for any reason. Any attempt by Buyer to assign this Agreement without the express written consent of SCE&G shall be deemed a default of Buyer and SCE&G shall not be bound by such assignment.

24. **TIME OF ESSENCE.** Time is of the essence with respect to the Parties' performance of their respective obligations hereunder.

25. **SURVIVAL OF PROVISIONS.** The provisions of this Agreement which are not fully executed by the Closing of this transaction, including without limitation paragraphs 3, 7 through 29, shall survive the Closing and remain in full force and effect, enforceable by the Parties according to such terms.

26. **SEVERABILITY.** Any term of this Agreement held to be illegal or invalid will be held as if it had never existed, and the remainder of the Agreement will remain legal and valid.

27. **COUNTERPARTS.** So that each Party may have an original of this Agreement, this document shall be executed in two identically worded counterparts.

28. **ESCROW AGENT.** The Parties acknowledge and agree that Escrow Agent is entitled, without further consent from either Party, to dispose of all Earnest Money held by Escrow Agent in accordance with the terms of this Agreement. In addition, the Parties agree to indemnify and hold harmless Escrow Agent in connection with the exercise of its duties hereunder. In the event the Escrow Agent determines in its discretion that there is a bona fide dispute between the Parties as to who is entitled to the Earnest Money, and that the rights of the Parties as to the Earnest Money are unclear under this Agreement, the Escrow Agent may file an action for interpleader or otherwise seek a judicial determination as to the rights of the Parties. In such event, the Parties shall hold

Escrow Agent harmless and shall share equally any expenses of Escrow Agent in connection with such action. Buyer acknowledges that Escrow Agent may also act as SCE&G's attorney with respect to the transaction contemplated by this Agreement and any disputes arising therefrom.

29. ENTIRE CONTRACT; BINDING CONTRACT. This Agreement expresses the entire agreement between the Parties, and there is no other agreement, oral or otherwise, modifying the terms hereunder and the Agreement shall be binding on both Parties, their principals, heirs, personal representatives, successors, and assigns as state law permits. This Agreement shall only be amended by a written agreement signed by both Parties.

WITNESS the Parties hereby by their hands and seals the day and year first above written.

In the Presence of:

SOUTH CAROLINA ELECTRIC &
GAS COMPANY

Witness

By: _____
Name: _____
Its: _____

Witness

Date: _____

Witness

Buyer

Witness

Date: _____



**Regatta Subdivision Phase III
Auction Information, Terms and Conditions
Saturday, June 9, 2007, 10:00 AM EST**

SELLER: South Carolina Electric & Gas Company ("SCE&G"), a SCANA Company

PROPERTY OFFERED FOR SALE ("Property" or "Lot(s)"):

11 waterfront and 14 second row Lots in the Regatta Subdivision, Phase III. Lots are to be sold individually, with minimum acceptable bids as shown on the Price Sheet.

AUCTION: High Bidder Choice Method

Registration: Anyone who wishes to bid on a Lot or Lots must register his or her name, address, phone number(s) and email address, if available, with the clerk at the auction. Each registrant will be issued a registration number that shall be used to bid.

Auction Format:

- 1) Bids will be requested on an alternating basis among groups A, B, C, D, E and F, as shown on the attached drawing, until all Lots are sold within the groups or no bids are received. The high bidder for each group will select any remaining Lot of his/her choice from the specific group.
- 2) Bids will begin in each group at the published minimum acceptable bid and shall be raised in the following increments:
 - a) Groups A, B, C and D bid increases shall be a minimum of \$5,000.
 - b) Groups E and F bid increases shall be a minimum of \$2,000.
- 3) After the first round of bids for Groups A, B, C, D, E and F, we will take a 15 minute break to allow participants to have an opportunity to revisit the Lots prior to the next round. We will also break for 15 minutes after the second round. There will be shorter breaks after each subsequent round.
- 4) In the event that no bid is received for any Lot within a specific group, we will not revisit that group for bid during the auction.
- 5) The person controlling the bid as the high bidder at any given time will be identified by their registration number, which shall be used to indicate a desire to bid.

EXHIBIT A

- 6) Upon the auctioneer announcing a Lot "sold", no more bids will be taken for that group during that round of bidding. The successful bidder will announce the Lot to be purchased from the group being bid. Then bidding will commence on the next group.
- 7) The high bidder will be required to sign an Agreement of Sale and Purchase ("Agreement") (Seller's pre-approved form, as provided) and provide a non-refundable Contract Payment of Earnest Money in the amount of \$2,000 to be applied towards Earnest Money. (Reference Agreement on www.land.scana.com web site.) Earnest Money Balance being the balance of 5% of the sales price, is due by 5:00 P.M. Monday, June 18, 2007.
- 8) All sales are final and subject to the SCE&G Agreement provided in the sales package and on the web site.
- 9) Any unsold Lots will be available for purchase immediately following the auction at the post-auction prices listed on the price sheet.
- 10) In the event of a disputed bid, the auctioneer will have sole discretion to either re-open the auction for that Lot or sell the Lot to the last acknowledged bidder.

AUCTIONEER'S ANNOUNCEMENTS: In the event that any additional information relevant to the sale becomes available it will be updated by oral announcement at the auction. It is important to be on time in order to hear the auctioneer's opening remarks.

AGREEMENT OF SALE AND EARNEST MONEY DEPOSIT: A \$2,000 Contract Payment of Earnest Money - made payable to Haynsworth Sinkler Boyd, P.A., Trust Account by personal check, certified check or money order - will be required the day of the auction along with a signed Agreement. This \$2,000 Contract Payment is non-refundable except under the conditions set forth in the Agreement. No additional contingencies will be accepted. The Earnest Money Balance will be due on or before 5:00 P.M., Monday, June 18, 2007 in the amount equal to 5% of the successful bid amount/Lot sales price minus \$2,000, made payable to the Haynsworth Sinkler Boyd, P.A., Trust Account. Wiring arrangements can be made by calling Attorney Todd Haynie at (803)540-7864. [For example: If the bid amount/Lot sales price is \$132,000, \$2,000 along with the signed Agreement must be presented by the Buyer to the Seller on June 9th. The remaining Earnest Money Balance of \$4,600 (5% of \$132,000 = \$6,600, minus the \$2,000 deposit) is due on 5:00 P.M., Monday, June 18, 2007.] If not paid by 5:00 P.M., Monday, June 18, 2007, the initial Contract Payment of Earnest Money of \$2,000 is forfeited and the Agreement is terminated.

REVIEW OF AGREEMENT OF SALE: By bidding on a Lot, the Buyer acknowledges that he/she has read the form Agreement and is prepared to execute the Agreement immediately upon being named high bidder, and that he/she is

EXHIBIT A

prepared to pay a \$2,000 Earnest Money Deposit on the day of the auction to secure the Agreement.

ABSENTEE BIDDERS: You may have a personal representative legally authorized under a valid South Carolina Power of Attorney, in form acceptable to Seller, to represent you at the auction and execute the Agreement on your behalf. Forms of Power of Attorney may be provided to Seller prior to the auction for approval. Any such approval shall only indicate that Seller will recognize the Power of Attorney for purposes of the auction and execution of the Agreement, but shall not otherwise constitute a legal opinion on the validity or enforceability of the Power of Attorney.

CLOSING: Each transaction will close on or before October 9, 2007 unless otherwise agreed to by both parties in writing. Seller will be responsible for the cost of deed preparation, documentary stamp fees and any rollback tax liability. Property taxes will be prorated as of the date of closing. The successful bidder's failure to close shall result in the forfeiture of the Contract Payment of Earnest Money, and Seller may pursue any other legal remedies available at law. These are cash only transactions. Closing is contingent upon approval of sale by SCE&G's Board of Directors, South Carolina Public Service Commission and any other applicable regulatory body.

TITLE: Seller warrants that it has good marketable title to the Property and that it will convey title by limited warranty deed subject to the conditions and restrictions established in the form Agreement. Property is offered in an "as is" condition with no warranties, either express or implied, other than warranty of title. The Property shall be conveyed subject to current zoning restrictions, as well as all easements and restrictions of record, including subdivision covenants and restrictions **which are currently under revision**, or those made evident by an inspection of the Property and those shown on the plat. Each lot will be conveyed pursuant to a Bonded Plat, which has been approved by the County of Lexington.

UTILITY TAP FEES: All tap fees will be paid by the Buyer.

STREET LIGHTS: Monthly billing for street lights will be billed to the Buyer on a prorated basis beginning on the date of closing. Initial monthly billing is anticipated to be \$9.86 per month per Lot.

BROKERAGE FEES: Buyer shall be responsible for payment of any brokerage or other real estate fees that he/she contracts for associated with the Property.

EXHIBIT A

SHORELINE PERMITS: Shoreline permits must be obtained by the Buyer and are contingent upon compliance with the Lake Murray Shoreline Management Program. Tentative approval for an individual dock on Lots 1 thru 10 has been obtained from the SCE&G Lake Management Department. Specific siting and type of dock applicable to each Lot must be obtained by each Buyer through the SCE&G Lake Management Department. SCE&G will retain fee ownership of an area 75 feet from the 360 contour elevation along the Lake Murray shoreline as a Vegetative Buffer Zone. The vegetation within this Buffer Zone shall not be removed, but may be maintained in its present condition. No permanent structures with the exception of permitted docks may be built within the Vegetative Buffer Zone without the express permission of SCE&G.

REGATTA SUBDIVISION AMENITIES: The owners of all Lots within Regatta Phase III shall become members of the Regatta Homeowner's Association, shall be responsible for payment of all dues and assessments associated with such membership, and shall enjoy the benefits associated with said membership. These Lots are subject to the rules and regulations of the Association and the Declaration of Covenants and Restrictions for Regatta Subdivision which are currently under revision.

BUYER MUST VERIFY: All information provided herein is believed to be correct but should be verified by bidder. Personal on-site inspection of the Property is recommended. The failure of any bidder to inspect or to be fully informed as to this Property will not constitute grounds for any claim or demand for adjustment or withdrawal of bid, offer or Earnest Money Deposit after its opening tender.

POST-AUCTION PRICES: Immediately following the close of the auction on June 9, 2007, Lot prices will increase as indicated on the Price Sheet.

CONTACT: SCANA Corporation
Beth W. Trump, Project Manager
Land Department
1426 Main Street, MZ6
Columbia, SC 29218
(803)217-9171
www.land.scana.com

EXHIBIT B

**REVISED BONDED PLAT OF REGATTA – PHASE III
PREPARED FOR SOUTH CAROLINA ELECTRIC & GAS COMPANY
PREPARED BY LARRY W. SMITH
ASSOCIATED E&S, INC
DATED FEBRUARY 6, 2007**

A copy of this 24” x 36” Bonded Plat is available upon request.

SAMPLE

Haynsworth Sinkler Boyd, P.A.

WIRING INSTRUCTIONS-

WACHOVIA BANK, N.A. TRUST ACCOUNT

Bank Name: Wachovia Bank, N.A.
Address: 1426 Main Street
Columbia, SC 29226

Account #: 2003207518293

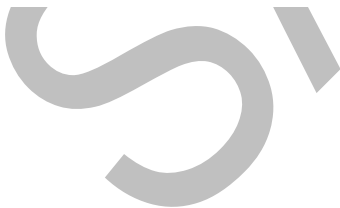
ABA #: 0532-07766

Account Name: Haynsworth Sinkler Boyd, P.A., Trust Account

Reference: **South Carolina Electric & Gas Company**
File No. 04381.0225

Contact Instructions Retta Strohecker at 803-540-7715

If you have any questions, please call Abby Callahan at 803-540-7932 or Retta Strohecker at 803-540-7715.



**ATTACH
DECLARATION OF COVENANTS
AND RESTRICTIONS
FOR REGATTA**

A copy is available upon request.

SAMPLE