



CITY COUNCIL

SPECIAL CALLED

AGENDA OF

NOVEMBER 13, 2017

Administration Department



Interoffice Memorandum

TO: Mayor and City Council

FROM: Robert A. Pettit, Mayor

DATE: November 10, 2017

SUBJECT: Special Called Meeting of Monday, November 13, 2017

Pursuant to Section 2-37, entitled "Calling Special Meetings," of the Code of Laws of North Augusta, South Carolina, a Special Called Meeting is called for **Monday, November 13, 2017 at 7:00 P. M.** in the Municipal Center 3rd Floor Council Conference Room/Council Chambers located at 100 Georgia Avenue, North Augusta, South Carolina.

The purpose of the Special Called Meeting shall be for Council to consider the following:

ITEM 1. FINANCE: Resolution No. 2017-43 - A Resolution Authorizing the City to Enter Into Addendum No. 1 to the Stadium License Agreement with Green Jackets Baseball LLC

A resolution has been prepared for Council's consideration authorizing the City to enter into Addendum No. 1 to the Stadium License Agreement with Green Jackets Baseball LLC.

Please see **ATTACHMENT NO. 1** for the resolution text.

ITEM 2. FINANCE: Resolution No. 2017-44 - A Resolution Authorizing the City to Enter into Agreements with Ackerman Greenstone North Augusta, LLC to Provide for the Development and Construction of a Hotel Parking Deck and Certain Hotel Conference Facilities; Authorizing the Increase of the Construction Budget for the Hotel Deck; and Other Matters Related Thereto

A resolution has been prepared for Council's consideration authorizing the City to enter into agreements with Ackerman Greenstone North Augusta, LLC to provide for the development and construction of a hotel parking deck and certain hotel conference facilities; authorizing the increase of the construction budget for the hotel deck; and other matters related thereto.

Please see **ATTACHMENT NO. 2** for the resolution text.

ITEM 3. FINANCE: Resolution No. 2017-45 - A Resolution Authorizing the City to Enter into a Parking Operating Agreement with Ackerman Greenstone North Augusta, LLC (The "Hotel Developer") and the North Augusta Public Facilities Corporation (The "Corporation"); Authorizing the City to Enter into a Joinder Agreement to a Master Parking Facilities Operating and Easement Agreement with the Hotel Developer, Greenstone Hammonds Ferry, LLC, and the Corporation; and other Matters Related Thereto

A resolution has been prepared for Council's consideration authorizing the City to enter into a parking operating agreement with Ackerman Greenstone North Augusta, LLC (the "hotel developer") and the North Augusta Public Facilities Corporation (the "Corporation"); authorizing the City to enter into a joinder agreement to a master parking facilities operating and easement agreement with the hotel developer, Greenstone Hammonds Ferry, LLC, and the corporation; and other matters related thereto.

Please see **ATTACHMENT NO. 3** for the resolution text.

ITEM 4. FINANCE: Ordinance No. 2017-21 - An Ordinance authorizing the City to Enter into Agreements to Provide for the Sale of Real Property to Ackerman Greenstone North Augusta, LLC (The "Hotel Developer"), a Ground Lease from the Hotel Developer to the City, and a Sublease with Respect to the Conference Facilities from the City to the Hotel Developer; and Other Matters Related Thereto

A. Ordinance, First Reading

An ordinance has been prepared for Council's consideration authorizing the City to enter into agreements to provide for the sale of real property to Ackerman Greenstone North Augusta, LLC (The "Hotel Developer"), a ground lease from the hotel developer to the City, and a sublease with respect to the conference facilities from the City to the hotel developer; and other matters related thereto.

Please see **ATTACHMENT NO. 4** for the ordinance text.

B. Ordinance, Second Reading

Pending Council's passage of the ordinance on first reading, it is submitted for Council's consideration on second reading.



Robert A. Pettit, Mayor

RESOLUTION NO. 2017-43

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO ADDENDUM NO. 1 TO THE STADIUM LICENSE AGREEMENT WITH GREEN JACKETS BASEBALL LLC

WHEREAS, the City of North Augusta, South Carolina (the “City”), entered into a Stadium License Agreement on February 20, 2017 (the “Stadium License Agreement”), with Green Jackets Baseball, LLC (the “Licensee”), to provide for certain terms and conditions with respect to the construction and operation of a minor league baseball stadium within the area generally referred to as Project Jackson; and

WHEREAS, the City and the Licensee wish to modify and/or amend the Stadium License Agreement to provide additional detail and clarity regarding certain Project Budget items, including, without limitation, certain allowances for the Licensee; the items to be paid for with Licensee’s initial contribution, provision for approval and payment for change requests, and the City’s portion of the costs of the Outfield Building Project, with such modifications and/or amendments to be effected pursuant to an Addendum No. 1 to Stadium License Agreement by and between Licensee and the City (“Addendum No. 1”); and

WHEREAS, the Mayor and City Council upon review of Addendum No. 1, a copy of which is attached hereto as “Exhibit A” and incorporated herein by this reference, do believe that such document represents a reasonable business arrangement between the City and the Licensee and that Addendum No. 1 should be approved and entered into by the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of North Augusta, in meeting duly assembled and by the authority thereof, that:

1. Addendum No. 1 is hereby approved.
2. The City Administrator and Mayor are each hereby authorized to (a) make such modifications to Addendum No. 1 as either or both of them shall deem necessary or prudent, so long as the substance of such document remains consistent with the form presented at this meeting, and (b) execute such document on behalf of the City.
3. The City Administrator and Mayor are each hereby authorized to approve, execute and deliver (or cause to be duly executed and delivered) such further documents, agreements or instruments and do or cause to be done such further acts as either or both of them may deem, upon the advice of counsel, to be reasonably necessary or proper to carry out more effectively the provisions and purposes of this resolution and Addendum No. 1.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS THE 13TH DAY OF NOVEMBER, 2017.

Robert A. Pettit, Mayor

ATTEST:

Donna B. Young, City Clerk

Exhibit "A"

Copy of Addendum No. 1

ADDENDUM NO. 1 TO STADIUM LICENSE AGREEMENT

by and between

GREENJACKETS BASEBALL LLC

and

THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA

**ADDENDUM NO. 1 TO
STADIUM LICENSE AGREEMENT**

This Addendum No. 1 to Stadium License Agreement (this “Addendum”) is made and entered into as of the last date that a party hereto duly executes this Addendum, as such dates are indicated with the signatures of the parties hereto, by and between **GREENJACKETS BASEBALL LLC**, a Georgia limited liability company (“Licensee”), and **THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA** (the “City”) (Licensee and the City are sometimes herein referred to collectively as the “Parties,” or each, singularly, as a “Party”).

**ARTICLE I
RECITALS**

This Addendum provides for certain additions, revisions and/or amendments to that certain Stadium License Agreement by and between the Licensee and the City, dated February 20, 2017 (the “Agreement”). Defined terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and the City agree as follows and make the following additions or changes a part of the Agreement as if originally contained therein.

**ARTICLE II
AMENDMENTS TO THE AGREEMENT**

Following are certain provisions of the Agreement by category or subject that have been revised or amended by the terms of this Addendum.

- A. Licensee Allowance: A Licensee Allowance (“Licensee Allowance”) for the Stadium is being set up so certain furniture, fixtures, equipment and Food and Beverage Concessions Equipment items identified in the Agreement can be purchased by the Licensee. These items total \$265,213 and are identified on the list attached hereto as Exhibit “C” (which is made a part of the Agreement). All of these items are within the total Project Budget. Licensee shall provide copies of paid receipts and details of items purchased in order to be reimbursed for the costs. Any variance from the Exhibit C list must be approved in writing by the City.

- B. Licensee Allowance, Additional Support: Additional furniture, fixtures, equipment and Food and Beverage Concessions Equipment items for the Stadium have been identified by the Licensee in addition to those specified in the Agreement. The City will consider these items as well for future approval as long as these items are within the total Project Budget.

- C. Initial Licensee Contribution of \$1,000,000 towards Construction of the Stadium: The initial Licensee contribution will include Stadium Lighting with Musco Lighting of \$400,000, Stadium Seating with Irwin Seating Company of \$444,596 and the balance of its contribution up to \$1,000,000 will be a portion of the Scoreboard and Ribbon Displays pursuant to a contract with Formetco Incorporated. All of these contracts have been executed between the Licensee and the named companies above.
- D. Stadium Low Voltage: A Licensee Allowance for the Stadium is being set up so low voltage equipment, televisions and code-required phones can be purchased by the Licensee. This is a total of \$89,103. All of the costs of these items are within the total Project Budget. Licensee shall provide copies of paid receipts and details of items purchased in order to be reimbursed for such costs. Any variance from the amount shown in this section must be approved in writing by the City.
- E. Additional Change Requests: Any additional change requests from the Licensee to the City should be made in writing and are subject to written approval by the City. Any costs over and above the Project Budget must be paid by the Licensee. Recent change requests include Suite Changes and additional hose bibs. If these items are agreed to in writing by the City, these additional costs shall be paid before or at the same time as any Licensee Allowance reimbursements.
- F. Stadium Signage: This Addendum also permits, but does not obligate the City to establish a future Licensee Allowance for Interior and Exterior Signage and Murals. This Licensee Allowance would be within the total Project Budget.
- G. Outfield Building: The City agrees to contribute \$2,016,726 to the Outfield Building Project. These monies include the total City contribution towards the Outfield Building Project which includes the following elements: Maintenance Building, Clubhouse and Clubhouse Furniture, Fixtures, Equipment (FF&E), Batting Cages, and Batting Cage Furniture, Fixtures, Equipment. A Licensee Allowance will also be set up for the Clubhouse FF&E so that these items can be purchased by the Licensee. The total of this Licensee Allowance is \$178,000 and is included in the total contribution of \$2,016,726. These items are identified on the list attached hereto as Exhibit "D."

ARTICLE III
MISCELLANEOUS

A. Governing Law. This Addendum shall be in governed accordance with the laws of the State of South Carolina.

B. Entire Agreement. This Addendum and the Agreement, as amended, together constitute the final, complete and exclusive written expression of the intent of the Parties with respect to the subject matter hereof and thereof which will supersede all previous verbal and written communications, representations, agreements, promises or statements. Except as amended hereby, the terms and provisions of the Agreement shall remain in full force and effect.

C. Authority. Each of the Licensee and the City represents that it has the authority to be bound by the terms of this Addendum. Once executed by both Parties, this Addendum will, together with the Agreement, constitute a valid and binding agreement, enforceable in accordance with its terms.

D. Mutual Dependency and Severability. All rights and duties contained in this Addendum are mutually dependent on and one cannot exist independent of another, provided that if any one or more of the provisions contained in this Addendum shall for any reason be held to be invalid, illegal, or unenforceable in any respect, and if such holding does not affect the ability of Licensee to perform and have access to the Stadium for all of its intended business operations as contemplated herein, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Addendum shall be construed as if such invalid, illegal or unenforceable provision was not contained herein.

E. Notices and Addresses. Any notices given under this Addendum shall be given in accordance with the terms and provisions of giving notice under the Agreement.

F. Amendment, Modification, or Alteration. No amendment, modification or alteration of the terms of this Addendum shall be binding unless in writing, dated subsequent to the date hereon and duly executed by the Parties hereto.

G. Counterparts; Facsimile. This Addendum may be executed in any number of counterparts and or exchanged via facsimile, each of which shall be deemed an original, but all such counterparts and/or facsimile or originals together shall constitute but one and the same instrument.

H. Binding Effect/Benefit. This Addendum shall be binding upon and shall inure to the benefit of the Parties hereto and their respective affiliates, successors and assigns.

I. Exhibits; Attachments. All exhibits or attachments attached to this Addendum are incorporated into and are a part of said Addendum and the Agreement as if fully set out herein and therein.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereunto set their hands and seals on the date written below.

GREENJACKETS BASEBALL, LLC, a Georgia limited liability company

By: Agon Sports & Entertainment, LLC, a Georgia limited liability company, as the Managing Director

By: _____
Name: Christian B. Schoen
Title: Director

Date: _____

CITY OF NORTH AUGUSTA, SOUTH CAROLINA

By: _____
Name: B. Todd Glover
Title: City Administrator

Date: _____

Exhibit "C"

Description of Furniture, Fixtures, Equipment and Food & Beverage Items

FF&E Items Found in the SLA

Item #	Category	Area	Item	Qty	Unit Price	Budget
1	Club Level	INDIVIDUAL SUITES (10)	55" Flat Screen	10	\$ 650	In Besco Credit
2	Club Level	INDIVIDUAL SUITES (10)	Cisco Phones	10	\$ 260	In Besco Credit
3	Club Level	INDIVIDUAL SUITES (10)	FULL MOTION ARTICULATING WALL MOUNT	10	\$ 80	In Besco Credit
4	Club Level	INDIVIDUAL SUITES (10)	LEATHER SEATING CHAIR	40	\$ 256	\$ 10,240
5	Club Level	INDIVIDUAL SUITES (10)	MARSHALL CLASSIC BLACK ROUND 25 GALLON TRASH CAN	10	\$ 173	\$ 1,730
6	Club Level	INDIVIDUAL SUITES (10)	STACKER INDUSTRIAL BAR STOOL	40	\$ 198	\$ 7,920
7	Club Level	INDIVIDUAL SUITES (10)	Suite Refrigerator	10	\$ 100	\$ 1,000
8	Concourse	BEHIND HOME PLATE, SUITE LODGE SEATS	SEATS BEHIND HOME PLATE IN SUITE LODGE SECTION (GJ would like to upgrade to Casters and include tables)	97	\$ 129	\$ 12,544
				Sub-Total		\$ 33,434

FF&E Items Not Found in the SLA but City is Helping On.

Item #	Category	Area	Item	Qty	Unit Price	Budget
1	Club Level	INDIVIDUAL SUITES (10)	COFFEE TABLE	10	\$ 600	\$ 6,000
2	Concourse	LEFT FIELD PICNIC AREA	3-SEAT, 46" ROUND PICNIC TABLE, PERFORATED	2	\$ 654	\$ 1,308
3	Concourse	LEFT FIELD PICNIC AREA	46" ROUND PICNIC TABLE, PERFORATED	6	\$ 697	\$ 4,183
4	Concourse	LEFT FIELD PICNIC AREA	6' HEAVY DUTY TABLE W/BOLT THROUGH FRAME - PERFORATED	12	\$ 645	\$ 7,736
5	Concourse	LEFT FIELD PICNIC AREA	8' SINGLE SIDED HEAVY DUTY ADA TABLE - PERFORATED	2	\$ 579	\$ 1,158
6	Concourse	R. FIELD GROUP AREA - Tiered	30" BAR CHAIR - PERFORATED	40	\$ 232	\$ 9,296
7	Concourse	R. FIELD GROUP AREA - Tiered	FOOD COURT CHAIR PERFORATED	76	\$ 244	\$ 18,514
8	Concourse	R. FIELD GROUP AREA - Tiered	HALF ROUND 30" TALL TABLE - PERFORATED	19	\$ 575	\$ 10,925
9	Concourse	R. FIELD GROUP AREA - Tiered	HALF ROUND 42" TALL TABLE - PERFORATED	10	\$ 600	\$ 6,000
10	Concourse	R. FIELD GROUP AREA - Top Level	30" BAR CHAIR - PERFORATED	32	\$ 232	\$ 7,437
11	Concourse	R. FIELD GROUP AREA - Top Level	30" BAR CHAIR PERFORATED	48	\$ 232	\$ 11,155
12	Concourse	R. FIELD GROUP AREA - Top Level	42" TALL BAR TABLES - PERFORATED	12	\$ 356	\$ 4,267
13	Concourse	R. FIELD GROUP AREA - Top Level	HALF ROUND 42" TALL TABLE - PERFORATED	8	\$ 600	\$ 4,800
				Sub-Total		\$ 92,779

Food and Beverage Concessions Equipment

Item #	Category	Area	Item	Qty	Unit Price	Budget
1	Misc.	Other FF&E	DIGITAL MENU BOARDS	1	\$ 30,000	\$ 30,000
2	Misc.	Other FF&E	POS REGISTERS ONLY	1	\$ 30,000	\$ 30,000
3	Misc.	Other FF&E	PORTABLE CONCESSION CARTS	1	\$ 40,000	\$ 40,000
4	Misc.	Other FF&E	CONCESSION STAND SMALLWARES	1	\$ 39,000	\$ 39,000
				Sub-Total		\$ 139,000

Total Tenant Allowance for Stadium	\$ 265,213
---	-------------------

Exhibit "D"

Items related to the Outfield Building Project

FF&E Items For The Clubhouse

Item #	Category	Area	Item	Qty	Unit Price	Budget	
1	Clubhouse		LOCKER ROOMS	VISITORS 24x 30 LOCKERS	30	\$ 575.00	\$ 17,250.00
2	Clubhouse		LOCKER ROOMS	VISITORS 24 X 48 LOCKERS	2	\$ 735.00	\$ 1,470.00
3	Clubhouse		LOCKER ROOMS	VISITING COACHES 24 X 30 LOCKERS	6	\$ 575.00	\$ 3,450.00
4	Clubhouse		LOCKER ROOMS	HOME 24 X 36 LOCKERS	36	\$ 720.00	\$ 25,920.00
5	Clubhouse		LOCKER ROOMS	HOME 24 X 48 LOCKERS	2	\$ 735.00	\$ 1,470.00
6	Clubhouse		LOCKER ROOMS	HOME COACHES 24 X 30 LOCKERS	9	\$ 575.00	\$ 5,175.00
7	Clubhouse		LOCKER ROOMS	OFFICIALS 24 X 48 LOCKERS	4	\$ 735.00	\$ 2,940.00
8	Clubhouse		LOCKER ROOMS	LASER ENGRAVED DOOR WITH GJ LOGO	47	\$ 15.00	\$ 705.00
9	Clubhouse		LOCKER ROOMS	ALUMINUM NAME PLATE HOLDER	47	\$ 18.00	\$ 846.00
10	Clubhouse		LOCKER ROOMS	SEAT PADLOCK CLASP	89	\$ 35.00	\$ 3,115.00
11	Clubhouse		LOCKER ROOMS	DELIVERY	1	\$ 1,670.00	\$ 1,670.00
12	Clubhouse	HOME TEAM CLUBHOUSE/LOUNGE		HERCULES TRIPLE BRACED PADDED CHAIR	38	\$ 19.41	\$ 737.58
13	Clubhouse	HOME TEAM CLUBHOUSE/LOUNGE		70" M-SERIES	1	\$ 900.00	\$ 900.00
14	Clubhouse	HOME TEAM CLUBHOUSE/LOUNGE		FULL MOTION ARTICULATING WALL MOUNT	1	\$ 79.99	\$ 79.99
15	Clubhouse	HOME TEAM CLUBHOUSE/LOUNGE		5' STEEL FRAME RECTANGULAR FOLDING TABLE	3	\$ 48.24	\$ 144.72
16	Clubhouse	HOME TEAM CLUBHOUSE/LOUNGE		COUCH	2	\$ 376.47	\$ 752.94
17	Clubhouse	HOME TEAM CLUBHOUSE/LOUNGE		55 GALLON RUBBER WASTE CONTAINER	4	\$ 17.00	\$ 68.00
18	Clubhouse	HOME TEAM CLUBHOUSE/LOUNGE		WALL CLOCK	2	\$ 16.55	\$ 33.10
19	Clubhouse	HOME TEAM CLUBHOUSE/LOUNGE		6' X 4' WHITE BOARD	1	\$ 138.66	\$ 138.66
20	Clubhouse	HOME TEAM CLUBHOUSE/LOUNGE		Oven/Stove	1	\$ 500.00	\$ 500.00
21	Clubhouse	HOME TEAM CLUBHOUSE/LOUNGE		Dishwasher	1	\$ 500.00	\$ 500.00
22	Clubhouse	HOME TEAM COACHES/MGR OFFICE & LOCKER RM		HERCULES TRIPLE BRACED PADDED CHAIR	13	\$ 19.41	\$ 252.33
23	Clubhouse	HOME TEAM COACHES/MGR OFFICE & LOCKER RM		55 GALLON RUBBER WASTE CONTAINER	4	\$ 17.00	\$ 68.00
24	Clubhouse	HOME TEAM COACHES/MGR OFFICE & LOCKER RM		30" ROUND BLACK LAMINATE TABLE WITH TABLE BASE	1	\$ 48.24	\$ 48.24
25	Clubhouse	HOME TEAM COACHES/MGR OFFICE & LOCKER RM		55" M-SERIES	1	\$ 699.00	\$ 699.00
26	Clubhouse	HOME TEAM COACHES/MGR OFFICE & LOCKER RM		FULL MOTION ARTICULATING WALL MOUNT	1	\$ 79.99	\$ 79.99
27	Clubhouse	HOME TEAM COACHES/MGR OFFICE & LOCKER RM		6' X 4' WHITE BOARD	1	\$ 138.66	\$ 138.66
28	Clubhouse	HOME TEAM COACHES/MGR OFFICE & LOCKER RM		SMALL TRASH CAN	2	\$ 10.00	\$ 20.00
29	Clubhouse	HOME TEAM TRAINING ROOM		ICE MACHINE APPROX 800 LB CAPACITY	1	\$ 4,284.71	\$ 4,284.71
30	Clubhouse	HOME TEAM TRAINING ROOM		Stool - Swivel/Pneumatic	3	\$ 55.01	\$ 165.03
31	Clubhouse	HOME TEAM TRAINING ROOM		Welch Allen Sure Temp Plus 690 Thermometer	1	\$ 306.28	\$ 306.28
32	Clubhouse	HOME TEAM TRAINING ROOM		White Hall S-110-M Whirlpool	2	\$ 6,002.40	\$ 12,004.80
33	Clubhouse	HOME TEAM TRAINING ROOM		White Hall Seat CTS2	2	\$ 1,722.00	\$ 3,444.00
34	Clubhouse	HOME TEAM TRAINING ROOM		White Hall Ground Faul	2	\$ 125.00	\$ 250.00
35	Clubhouse	HOME TEAM TRAINING ROOM		White Hall Hydroclator T-12-M	1	\$ 1,126.03	\$ 1,126.03
36	Clubhouse	HOME TEAM TRAINING ROOM		White Hall Hydroclator T-6-S	2	\$ 628.63	\$ 1,257.26
37	Clubhouse	HOME TEAM TRAINING ROOM		Hausmann Raising Back treatment Table	2	\$ 858.61	\$ 1,717.22
38	Clubhouse	HOME TEAM TRAINING ROOM		Adjustable height therapy table - Adapta 100 Treatment Table	1	\$ 2,580.71	\$ 2,580.71
39	Clubhouse	HOME TEAM TRAINING ROOM		Hausmann Split Leg Table -	1	\$ 1,078.39	\$ 1,078.39

40	Clubhouse	HOME TEAM TRAINING ROOM		Bariatric Foot Stool	1	\$ 124.54	\$ 124.54
41	Clubhouse	HOME TEAM TRAINING ROOM		Winner EVO 4 Channel Combo	1	\$ 2,995.00	\$ 2,995.00
42	Clubhouse	HOME TEAM TRAINING ROOM		Precor Upright Bike w THR	1	\$ 2,891.33	\$ 2,891.33
43	Clubhouse	HOME TEAM TRAINING ROOM		WALL GYM 2000 - Exercise Tubing Station	1	\$ 369.00	\$ 369.00
44	Clubhouse	HOME TEAM TRAINING ROOM		Scale	1	\$ 227.34	\$ 227.34
45	Clubhouse	HOME TEAM TRAINING ROOM		AC Adapter for Scale	1	\$ 28.98	\$ 28.98
46	Clubhouse	HOME TEAM TRAINING ROOM		Mounted drying racks for hydroc covers - Hot Pac Terry Cover Rack	1	\$ 20.22	\$ 20.22
47	Clubhouse	HOME TEAM TRAINING ROOM		PLYOBACK PACKAGE PRO	1	\$ 857.05	\$ 857.05
48	Clubhouse	HOME TEAM TRAINING ROOM		CHATTANOOGA UTILITY CART W/TUB & ELECTRIC	1	\$ 189.00	\$ 189.00
49	Clubhouse	HOME TEAM TRAINING ROOM		ULINE UTILITY CART	1	\$ 124.55	\$ 124.55
50	Clubhouse	HOME TEAM TRAINING ROOM		CANVAS LAUNDRY BASKET TRUCK - 12 BUSHEL	1	\$ 228.24	\$ 228.24
51	Clubhouse	HOME TEAM TRAINING ROOM		18 GALLON RUBBERMAID STEP ON TRASH CAN	1	\$ 134.92	\$ 134.92
52	Clubhouse	HOME TEAM TRAINING ROOM		55 GALLON RUBBER WASTE CONTAINER	4	\$ 79.47	\$ 317.88
53	Clubhouse	HOME TEAM TRAINING ROOM		WIRE SHELF FOR TOWELS & COOLER	1	\$ 41.16	\$ 41.16
54	Clubhouse	HOME TEAM TRAINING ROOM		WALL CLOCK	1	\$ 16.55	\$ 16.55
55	Clubhouse	HOME TEAM WEIGHT RM/TRAINING RM OFFICE		6' X 4' WHITE BOARD	1	\$ 138.66	\$ 138.66
56	Clubhouse	HOME TEAM WEIGHT RM/TRAINING RM OFFICE		HERCULES TRIPLE BRACED PADDED CHAIR	2	\$ 19.41	\$ 38.82
57	Clubhouse	HOME TEAM WEIGHT RM/TRAINING RM OFFICE		LOCKABLE STORAGE CABINET	1	\$ 314.35	\$ 314.35
58	Clubhouse	HOME TEAM LAUNDRY		60 LB WASHER/EXTRACTOR	2	\$ 10,825.00	\$ 21,650.00
59	Clubhouse	HOME TEAM LAUNDRY		75 LB TUMBLER	2	\$ 4,380.00	\$ 8,760.00
60	Clubhouse	HOME TEAM LAUNDRY		FREIGHT	4	\$ 400.00	\$ 1,600.00
61	Clubhouse	HOME TEAM LAUNDRY		INDUSTRIAL VACUUM	2	\$ 238.19	\$ 476.38
62	Clubhouse	HOME TEAM LAUNDRY		12 BUSHEL CANVAS LAUNDRY TRUCK	4	\$ 228.26	\$ 913.04
63	Clubhouse	VISITING TEAM CLUBHOUSE		HERCULES TRIPLE BRACED PADDED CHAIR	32	\$ 19.41	\$ 621.12
64	Clubhouse	VISITING TEAM CLUBHOUSE		55" M-SERIES	1	\$ 699.00	\$ 699.00
65	Clubhouse	VISITING TEAM CLUBHOUSE		FULL MOTION ARTICULATING WALL MOUNT	1	\$ 79.99	\$ 79.99
66	Clubhouse	VISITING TEAM CLUBHOUSE		5' STEEL FRAME RECTANGULAR FOLDING TABLE	4	\$ 48.24	\$ 192.96
67	Clubhouse	VISITING TEAM CLUBHOUSE		COUCH	2	\$ 376.47	\$ 752.94
68	Clubhouse	VISITING TEAM CLUBHOUSE		55 GALLON RUBBER WASTE CONTAINER	4	\$ 79.47	\$ 317.88
69	Clubhouse	VISITING TEAM CLUBHOUSE		WALL CLOCK	2	\$ 20.00	\$ 40.00
70	Clubhouse	VISITING TEAM CLUBHOUSE		6' X 4' WHITE BOARD	1	\$ 138.66	\$ 138.66
71	Clubhouse	VISITING TEAM COACHES/MANAGER OFFICE		HERCULES TRIPLE BRACED PADDED CHAIR	10	\$ 19.41	\$ 194.10
72	Clubhouse	VISITING TEAM COACHES/MANAGER OFFICE		55 GALLON RUBBER WASTE CONTAINER	2	\$ 79.47	\$ 158.94
73	Clubhouse	VISITING TEAM COACHES/MANAGER OFFICE		30" ROUND BLACK LAMINATE TABLE WITH TABLE BASE	1	\$ 68.24	\$ 68.24
74	Clubhouse	VISITING TEAM COACHES/MANAGER OFFICE		6' X 4' WHITE BOARD	1	\$ 138.66	\$ 138.66
75	Clubhouse	VISITING TEAM TRAINING ROOM		ICE MACHINE - APPROXIMATE 400 LBS	1	\$ 4,284.71	\$ 4,284.71
76	Clubhouse	VISITING TEAM TRAINING ROOM		AUSMANN RAISING BACK TREATMENT TABLE	2	\$ 858.61	\$ 1,717.22
77	Clubhouse	VISITING TEAM TRAINING ROOM		WIRE SHELF FOR TOWELS & COOLER	1	\$ 41.16	\$ 41.16
78	Clubhouse	VISITING TEAM TRAINING ROOM		12 BUSHEL CANVAS LAUNDRY TRUCK	4	\$ 228.24	\$ 912.96
79	Clubhouse	VISITING TEAM TRAINING ROOM		18 GALLON RUBBERMAID STEP ON TRASH CAN	1	\$ 25.00	\$ 25.00
80	Clubhouse	VISITING TEAM TRAINING ROOM		55 GALLON RUBBER WASTE CONTAINER	1	\$ 79.47	\$ 79.47

81	Clubhouse	VISITING TEAM TRAINING ROOM	WALL CLOCK	1	\$ 16.55	\$ 16.55
82	Clubhouse	VISITING TEAM LAUNDRY ROOM	60 LB WASHER/EXTRACTOR	1	\$ 10,825.00	\$ 10,825.00
83	Clubhouse	VISITING TEAM LAUNDRY ROOM	75 LB TUMBLER	1	\$ 4,380.00	\$ 4,380.00
84	Clubhouse	VISITING TEAM LAUNDRY ROOM	FREIGHT	2	\$ 400.00	\$ 800.00
85	Clubhouse	VISITING TEAM LAUNDRY ROOM	55 GALLON RUBBER WASTE CONTAINER	1	\$ 79.47	\$ 79.47
86	Clubhouse	VISITING TEAM LAUNDRY ROOM	12 BUSHEL CANVAS LAUNDRY TRUCK	2	\$ 200.00	\$ 400.00
87	Clubhouse	VISITING TEAM LAUNDRY ROOM	6' X 4' WHITE BOARD	1	\$ 138.66	\$ 138.66
88	Clubhouse	CLUBHOUSE STORAGE	MAIN STORAGE ROOM - WIDE SPAN STORAGE RACK - WIRE DEC	2	\$ 445.71	\$ 891.42
89	Clubhouse	CLUBHOUSE STORAGE	55 GALLON RUBBER WASTE CONTAINER	4	\$ 17.00	\$ 68.00
90	Clubhouse	UMPIRES ROOM	HERCULES TRIPLE BRACED PADDED CHAIR	8	\$ 19.41	\$ 155.28
91	Clubhouse	UMPIRES ROOM	30" ROUND BLACK LAMINATE TABLE WITH TABLE BASE	1	\$ 48.24	\$ 48.24
92	Clubhouse	UMPIRES ROOM	55 GALLON RUBBER WASTE CONTAINER	1	\$ 17.00	\$ 17.00
93	Clubhouse	OTHER MISC FF&E	OTHER MISC FF&E FOR CLUBHOUSE	1	\$ 9,866.00	\$ 9,866.00

Total Tenant Allowance for Stadium					\$	178,000
---	--	--	--	--	-----------	----------------

RESOLUTION NO. 2017-44
A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AGREEMENTS WITH
ACKERMAN GREENSTONE NORTH AUGUSTA, LLC TO PROVIDE FOR THE
DEVELOPMENT AND CONSTRUCTION OF A HOTEL PARKING DECK AND
CERTAIN HOTEL CONFERENCE FACILITIES; AUTHORIZING THE INCREASE OF
THE CONSTRUCTION BUDGET FOR THE HOTEL DECK; AND OTHER MATTERS
RELATED THERETO

WHEREAS, pursuant to the Master Development Agreement dated March 15, 2017 (the “Master Development Agreement”), by and among the City of North Augusta, South Carolina (the “City”), GreenJackets Baseball, LLC, Ackerman Greenstone North Augusta, LLC (the “Hotel Developer”) and Greenstone Hammond’s Ferry, LLC, entered into by such parties for the development of Project Jackson, (i) the parties have provided for the development of various projects, including, without limitation, the Hotel, the Conference Facilities, the Hotel Deck (each as defined in the Master Development Agreement) and (ii) the City has agreed to provide \$8,000,000 to pay for construction costs of the Conference Facilities and \$7,000,000 to pay for construction costs of the Hotel Deck; and

WHEREAS, to fulfill its obligations under the Master Development Agreement to pay for construction costs of the Conference Facilities and the Hotel Deck, as described above, and in order to provide for the terms and conditions pursuant to which such costs will be paid and the Conference Facilities and Hotel Deck shall be developed and constructed, the City proposes to enter into (i) an Owner-Developer Agreement (Development and Construction of Hotel Deck) among the North August Public Facilities Corporation (the “Corporation”), the City and the Hotel Developer, with respect to the Hotel Deck (the “Hotel Deck Agreement”), and (ii) an Owner-Developer Agreement (Development and Construction of Conference Facilities) among the Corporation, the City and the Hotel Developer, with respect to the Conference Facilities (the “Conference Facilities Agreement” and together with the Hotel Deck Agreement, the “Agreements”); and

WHEREAS, under the provisions of the Master Development Agreement, the construction budget of the Hotel Deck of \$7,000,000 was intended to provide for a parking deck of a certain size and scope, but the parties have increased such size and scope and have agreed to increase the Hotel Deck budget by \$600,000; and

WHEREAS, the City has previously approved the payment of the original \$7,000,000 Hotel Deck budget out of proceeds of the Corporation’s \$69,450,000 Installment Purchase Revenue Bonds (City of North Augusta Project) Taxable Series 2017B dated May 16, 2017 (the “IPRBs”); and

WHEREAS, the City proposes to provide the additional \$600,000 from legally available funds, including interest earned on the unspent IPRBs (collectively referred to herein as the “Increase in Hotel Deck Construction Budget”); and

WHEREAS, the City Council has received and reviewed (i) the Hotel Deck Agreement, which is attached hereto, marked “Exhibit A” and incorporated herein by this reference, and (ii) the Conference Facilities Agreement, which is attached hereto, marked as “Exhibit B” and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of North Augusta, in meeting duly assembled and by the authority thereof, that:

1. The City approves the Increase in Hotel Deck Construction Budget due to its expanded size and scope.
2. The City approves the Agreements.
3. The City Administrator and Mayor are each hereby authorized to (a) make such modifications to the Agreements as either or both of them shall deem necessary or prudent, so long as the substance of such documents remains consistent with the forms presented at this meeting, and (b) execute the Agreements on behalf of the City.
4. The City Administrator and Mayor are each hereby authorized to approve, execute and deliver (or cause to be duly executed and delivered) such further documents, agreements or instruments and do or cause to be done such further acts as either or both of them may deem, upon the advice of counsel, to be reasonably necessary or proper to carry out more effectively the provisions and purposes of this resolution and the Agreements.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS THE 13TH DAY OF NOVEMBER, 2017.

Robert A. Pettit, Mayor

ATTEST:

Donna B. Young, City Clerk

Exhibit "A"
Copy of Parking Deck Agreement

**OWNER-DEVELOPER AGREEMENT
(Development and Construction of Hotel Deck)**

This AGREEMENT is made and entered into on the _____ day of November, 2017.

The Contracting Parties are:

THE OWNER is: (a) City of North Augusta, South Carolina
 (b) North Augusta Public Facilities Corporation

THE OWNER'S
AGENT is: City of North Augusta, South Carolina

THE DEVELOPER is: Ackerman Greenstone North Augusta, LLC

THE PROJECT is: Hotel Parking Deck/Riverside Village Parcel E
 to be located on the real property described
 on **Exhibit A**

THE ARCHITECT is: Wakefield Beasley & Associates Architects, Inc.
 5200 Avalon Blvd., Alpharetta, Georgia 30009

THE GENERAL
CONTRACTOR is: Brasfield & Gorrie, LLC
 3021 7th Avenue South, Birmingham, Alabama 35233

The CONTRACT SUM, subject to the conditions, additions and deletions provided for herein is: Seven Million Six Hundred Thousand and 00/100ths Dollars (\$7,600,000.00).

THE FOLLOWING EXHIBITS ARE ATTACHED HERETO AND INCORPORATED
HEREIN BY REFERENCE:

- Exhibit A – Land**
- Exhibit B – Schedule of Contract Documents**
- Exhibit C – Developer's Qualifications and Exclusions**
- Exhibit D – Final Waiver Form**
- Exhibit E – Change Order Form**
- Exhibit F – Insurance**

The City of North Augusta, South Carolina (the "City") owns that certain parcel of real property described on **Exhibit A** and is leasing such parcel to the North Augusta Public Facilities Corporation (the "Corporation") pursuant to that certain Base Lease Agreement dated May 16, 2017, between the City, as lessor, and the Corporation, as lessee. The Corporation owns or, upon completion of development and construction, will own, certain structured parking facilities known as the "Hotel Deck" as defined in that certain Master Development Agreement by and

among the City, GreenJackets Baseball LLC, a Georgia limited liability company, the Master Developer and the Hotel Developer dated March 15, 2017 (collectively the “Financed Parking Facilities”), which Financed Parking Facilities will be purchased by the City from the Corporation in installments pursuant to that certain Installment Purchase and Use Agreement dated May 16, 2017, between the City and the Corporation. The “Hotel Deck” is the Project under this Agreement.

In consideration of the mutual promises and benefits contained hereinafter, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Owner and Developer, intending to be bound, agree as follows:

ARTICLE 1

THE WORK

1.1 The Work. Developer shall cause the General Contractor to furnish all supervision, labor, materials, tools, equipment, supplies, and services, and shall perform all other acts and supply all other things necessary to perform the work generally described as a precast concrete parking deck and related surface parking spaces at the intersection of Railroad Avenue and Esplanade Way, and as more specifically described in the drawings and specifications referenced in **Exhibit B** (the “Contract Documents”), and all other documents incorporated by reference herein. The Developer warrants and represents that the Developer’s Qualifications and Exclusions attached as **Exhibit C** includes any and all qualifications of the Developer as to the scope of Work required hereunder.

1.2 Access. The Owner shall provide the Developer, the General Contractor, the subcontractors, and the agents and employees each, full, uninterrupted and unimpeded access to the Land for the performance of the Work.

ARTICLE II

CONTRACT TIME

2.1 Date of Commencement. The Developer shall cause the General Contractor to commence the Work no later than one (1) business day after Developer receives the Contract Sum (the “Commencement Date”), and shall continue to diligently perform the Work thereafter.

2.2 Dates of Final Completion. All Work shall be completed generally in accordance with the Project Schedule, as defined by Paragraph 5.1. Final Completion, as defined by Paragraph 3.5, shall be achieved by the date one hundred forty-three (143) days after the Commencement Date.

2.3 Survival of Obligations. The terms of this Article and this Agreement, and the protections afforded Owner therein, shall survive any termination or breach of this Agreement and shall remain in effect so long as the parties are entitled to protection of their rights under applicable law.

ARTICLE 3

FEES AND PAYMENT

3.1 Contract Sum. In return for the Developer's proper performance of all Work, Owner shall pay Developer the lump sum amount of \$7,600,000.00 in accordance with the terms of this Agreement and subject to the additions and deductions as provided for herein (the "Contract Sum").

3.2 Pricing Scope. The Developer shall cause the General Contractor to provide and pay for, and the Contract Sum (including additions thereto as provided by this Agreement) shall be deemed to include all Work performed under this Agreement, including all labor, fringe benefits, materials, equipment, services, supervision, site and home office overhead, tools, machinery, water, heat, utilities, transportation, storage, license and permit fees, profits, taxes (including sales, use, local, state or other taxes imposed by any taxing authority) or charges, and all other costs and services required by the Contract Documents, or necessary for the completion of the Work contemplated by this Agreement.

3.3 Payment of Contract Sum. Owner shall make full payment of the Contract Sum to Developer upon full execution of this Agreement by deposit in Developer's parking deck construction account (the "Account") held by State Bank and Trust Company. Draws from the Account shall be administered by State Bank and Trust Company pursuant to standard draw procedures established by Developer and State Bank. Except as expressly set forth herein, (i) if the cost of the Work exceeds the Contract Sum, Developer shall be responsible for such excess cost, and (ii) if the Contract Sum exceeds the cost of the Work, Developer shall retain all such excess. Notwithstanding the foregoing, in the event there are funds remaining in the "Contingency" line item of Developer's budget for the Project after Final Completion, Developer agrees that Owner shall be entitled to seventy-five percent (75%) of such remaining funds in the "Contingency" line item; provided, however, that if the Project is complete to the extent that it can be used on April 10, 2018, in connection with "opening day" of the GreenJackets Stadium, Owner shall be entitled to only fifty percent (50%) of such remaining funds in the "Contingency" line item. Owner and Developer acknowledge that the "Contingency" line item in Developer's budget totals \$198,190.

3.4 Retainage. Owner and Developer agree that there shall be no retainage.

3.5 Final Completion. Final Completion shall occur when (a) all Work (including punch list and incomplete items) is substantially complete in accordance with the Contract Documents and (b) the following are received by the Owner:

- (a) notarized Final Lien Waiver (**Exhibit D**) executed by Developer, the General Contractor and major subcontractors with contracts over \$250,000;
- (b) a certificate evidencing that insurance required by the Contract Documents to remain in force after Final Completion is currently in effect and will not be

canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner;

- (c) the issuance of a permanent certificate of occupancy for the Project and any other permits, licenses or approvals required by the Contract Documents, unless the issuance of such permanent certificate of occupancy or other permit, license or approval shall be withheld or delayed due to no fault of the Developer or anyone working under Developer; and
- (d) submittal of any and all as-built documents, training or operation manuals, warranties, guarantees, attic stock, test and balance reports, and any other closeout documents or items required by the Contract Documents.

ARTICLE 4

CONTRACT ADMINISTRATION

4.1 Agent; Representatives. The City shall be the Owners' agent for purposes of this Agreement and is hereby expressly authorized to act on behalf of Owner. The Owner's Representatives for this Project as of the date of this Agreement are Todd Glover and Cammie Hayes but may be changed by written notice to Developer. Developer acknowledges that only Owner Representatives shall be authorized to make any changes to the Work on behalf of the Owner, as provided in this Agreement. The Developer's Representatives for this Project as of the date of this Agreement are Harvey Rudy and James Dean but may be changed by written notice to Owner.

4.2 No Oral Waiver. The provisions of this Agreement cannot be amended, modified, varied or waived in any respect except by a written Change Order signed by an Owner's Representative set forth above, accepted by a Developer's Representative set forth above and approved by State Bank and Trust Company ("State Bank"). The Developer acknowledges that no one has authority to waive orally, or otherwise release, any duty or obligation arising out of this Agreement. Any waiver, approval or consent granted in writing as provided herein shall not relieve Developer of the obligation to obtain future waivers, approvals or consents. The parties acknowledge that no course of conduct or course of dealing between the parties shall serve as a basis for any variation of the requirements of this Agreement.

4.3 Staging and Storage. Owner may assign a place or places, where available, for the Developer to stage its operations and store tools and materials. The Developer will maintain such places in a neat, orderly condition, providing appropriate safeguards, and restoring such areas to their original condition. Security of all materials, equipment and tools, and the risk of loss associated therewith, are the sole responsibility of the Developer. Owner agrees that Developer, General Contractor and any subcontractors shall have reasonable, non-destructive access to and within the SCDHEC 30' buffer and the NADC 25' buffer in the performance of the Work.

ARTICLE 5

PROJECT SCHEDULE AND SUPERVISION

5.1 Project Schedule. Promptly after the execution of this Agreement, the Developer shall cause the General Contractor to prepare and submit to the Owner a critical path schedule showing the relative times for performance of all significant tasks included in the Work by the General Contractor and the subcontractors. Such schedule shall be referred to herein as the "Project Schedule." From time to time upon request, Developer shall provide the Owner with timely reports as to the current status of, and deviations from, the Project Schedule, the causes of any such deviations, and the corrective action that has been taken or will be taken to correct such deviations.

5.2 Supervision of Work. The Developer shall supervise the General Contractor who shall otherwise supervise and direct the Work and shall be responsible for the performance of all subcontractors and suppliers. The General Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all aspects of the Work, including security measures at the Project site. The Owner shall not be responsible for the supervision, coordination or inspection of the Developer's Work.

5.3 Excusable Delays. If the critical path activities of the Developer are delayed by any act or neglect of the Owner, by Change Orders, abnormal weather, acts of God, unavoidable casualties or other matters that are beyond the Developer's control, and which could not have been reasonably anticipated, and could not have been limited or avoided by timely notice to the Owner, then the completion dates shall be equitably extended by Change Order to the extent of any such delay to the critical path activities of the Work; provided the performance of the Work was not, or would not have been, concurrently delayed by any other cause for which the Developer is not entitled to an extension of the completion dates.

5.4 Developer's Delays. The Developer shall be responsible for all Project delays for which it is not entitled to a time extension as provided herein.

5.5 Delay Costs. In the event the Developer is delayed in the performance of the critical path activities of the Work by any act, omission, interference or neglect by the Owner, then the Developer shall be permitted an adjustment in the Contract Sum for any additional job site costs actually incurred as a result of the delay to the critical path activities of the Work if:

- (a) the act, omission or interference continues for more than five (5) days after Developer's written notice to Owner of such act, omission or interference;
- (b) the effect of all such acts, omissions or interferences, in the aggregate, on the Project's completion exceeds ten percent (10%) of the original time for allotted for Final Completion of the Work under this Agreement; and
- (c) the Developer provides such written verification of the Developer's Allowable Costs as defined in Paragraph 5.6.

5.6 Allowable Costs. The costs which the Developer may recover pursuant to Paragraph 5.5 above shall be limited to the increase, if any, in direct job site costs actually incurred by the Developer in performing the Work as a result of any Owner-caused delay that extends the contract completion dates. In no event shall any delay, hindrance, contract breach, tortious conduct or interference for which the Developer is entitled to additional compensation result in any additional payment to the Developer for direct costs not specifically identified herein, or for any indirect costs of the Work (including home office overhead, interest or travel expenses), profit, consequential damages, lost opportunity costs, impact damages, punitive or exemplary damages, or other similar remuneration, whether incurred by the Developer or any subcontractor. No additional costs payable under this Paragraph 5.6 shall be based on estimates, calculations or formulas of the additional labor costs required as a result of any Owner-caused delay.

ARTICLE 6

CHANGES AND CLAIMS

6.1 Change Orders. A Change Order is a written order to the Developer signed by the Owner and accepted by the Developer, issued after execution of the Agreement, authorizing a change in the Work and/or an adjustment in the Contract Sum. All such changes and/or adjustments shall only be made by written and executed Change Orders in the form attached as **Exhibit E**. The Owner's Representatives are the only persons authorized on behalf of the Owner to issue Change Orders.

6.2 Owner May Order Changes in the Work. The Owner, without invalidating the Agreement, may request changes in the Work within the general scope of the Agreement, consisting of additions or other revisions, and the Contract Sum and/or contract completion dates shall be adjusted accordingly. All such changes in the Work shall be authorized by Change Order and must be approved by Developer and consented to by State Bank. The Architect has no authority, over its individual signature, to authorize any additional or changed Work that would require an increase in the Contract Sum or an extension of the completion dates. Upon receipt of a fully executed Change Order, the Developer shall promptly proceed with the change.

6.3 Adjustments in Price. With respect to any additions to the Work made by a Change Order, the parties shall attempt to mutually agree upon the value of the change. Absent such an agreement, the Developer shall not be obligated to perform such additions to the Work.

6.4 Notice of Claims. Any claim by the Developer for an increase in the Contract Sum, or for an extension of the contract completion dates, must be made in writing to the Owner not later than five (5) business days after the first occurrence of the event giving rise to the claim. Failure to give such notice as required herein shall constitute a complete waiver of the claim. In order for any such notice to be effective, it must identify each of the following: (1) the specific act or circumstance giving rise to the claim; (2) the specific Work activities thereby affected; and (3) the Developer's best preliminary estimate of the price increase required and/or time extension requested.

6.5 Contract Performance. During the pendency of any dispute, claim or proceeding arising out of or related to the Work, the Developer shall cause the General Contractor to proceed diligently with performance of the Work. The Developer's failure to diligently pursue and timely perform its Work as required herein shall constitute a material breach of this Agreement, and shall constitute a forfeiture of any claim or other rights available to the Developer, including those presented in any pending proceeding.

6.6 Subcontractor/Supplier Lien Claims. The Developer shall cause the General Contractor to indemnify, hold harmless (including attorney's fees and legal expenses) and defend the Owner and the Owner's lenders, if any, from and against any assertion of lien claims by subcontractors, sub-subcontractors, material or equipment suppliers and against any assertion of security interests by suppliers of goods or materials. The Developer shall cause the General Contractor to bond off or otherwise discharge any lien filed against the Project within twenty (20) days of written demand by the Owner, whether or not the Developer believes the claim is valid. If any such lien remains unsatisfied more than twenty (20) days after Owner has requested that the Developer bond off or otherwise remove the lien, then Owner may, but shall not be required to (a) bond off the lien; (b) pay the claim or lien amount directly to the claimant; or (c) otherwise compromise and satisfy the pending claim or lien. Any payments so made by Owner, and all other cost incurred by Owner on account of any such claim or lien (including any attorneys' fees incurred), shall be deducted from Contract balance due Developer. To the extent that the Contract Sum is insufficient to satisfy the Developer's obligations hereunder, the Developer shall be fully liable for the balance and for all additional attorneys' fees and costs incurred in accordance with the Developer's indemnity obligation hereunder.

ARTICLE 7

SUBCONTRACTORS

7.1 Subcontractors/Suppliers. Developer shall have sole discretion in hiring and engaging the General Contractor, as well as all subcontractors and suppliers.

7.2 Subcontractor/Supplier Substitutions. Developer may approve General Contractor's substitution of subcontractors or suppliers at any time without approval of the Owner.

7.3 Contractual Privity. Developer agrees that the General Contractor shall be fully responsible for the acts and omissions of its subcontractors, sub-subcontractors, materialman, suppliers and employees and of persons either directly or indirectly employed by them. Developer shall use commercially reasonable efforts to cause the Owner to be named a third party beneficiary of Developer's contract with the General Contractor.

7.4 Contingent Assignment of Subcontracts. Each subcontract and supply agreement for a portion of the Work covered by this Agreement are assigned by the Developer to the Owner, provided such assignment shall be effective if, and only if, the Agreement is terminated pursuant to Section 9.2, and then only with respect to those subcontract and supply

agreements which the Owner accepts by notifying the subcontractor in writing. The Owner's election to accept such an assignment shall not relieve the Developer of any liability to the subcontractor or supplier incurred prior to the date of the assignment, and the Owner shall not be responsible for any such pre-assignment liability.

ARTICLE 8

QUALITY AND PERFORMANCE OF WORK

8.1 Quality of Service. The Developer warrants to Owner that the Work shall be performed by the General Contractor in a professional manner and shall conform in all material aspects to the terms, conditions and requirements of the Contract Documents. All materials and equipment furnished under this Agreement shall be new, unless otherwise specified, and all Work shall be in conformance with the requirements of the Contract Documents.

8.2 Warranty. The Developer shall cause the General Contractor to warrant that the Work shall be free and clear of defects for a period one (1) year from the date of Final Completion. If any of the Work is found to be defective within this one-year period, Developer shall cause the General Contractor to correct it promptly after receipt of written notice from the Owner to do so, unless the Owner has previously given the Developer written acceptance of such condition.

8.3 Materials and Equipment. All materials and equipment shall be new, of good quality, free from faults and defects, and in full conformance with the Contract Documents. All manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the manufacturer's printed directions. Copies of any such manufacturer's directions, and copies of all manufacturer's warranties, shall be submitted to the Owner prior to Final Completion. Developer shall not hold itself out as the agent for or representative of Owner in the purchase of any required equipment or materials.

8.4 Debris Removal and Clean-Up. The Developer shall cause the General Contractor to remove and keep the work site clear of all rubbish. Developer is responsible for dumpster and waste removal fees.

8.5 Protection of Persons and Property. The Developer shall cause the General Contractor to take all reasonable precautions for the safety of and to provide all reasonable protection to prevent damage, injury or loss to (a) employees and all other persons on the work site; and (b) all work materials, furniture, fixtures and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Developer.

The Developer shall cause the General Contractor to be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work in accordance with the provisions of OSHA and other relevant local, state and federal codes and regulations.

The Developer shall cause the General Contractor to comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety and security of persons or property. Developer shall cause the General Contractor to erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

Until Final Completion, the General Contractor shall have full and complete responsibility for the care of, and shall bear all risks of loss from injury or damage to, the Work, including owner-furnished supplies, furniture, fixtures, equipment or other items to be utilized in connection with, or incorporated into, the Work.

8.6 Compliance with Laws. The Developer shall comply, and cause the General Contractor to comply, with all applicable laws, codes, regulations, ordinances and rules. The Developer shall, at its expense, procure and maintain, or cause the General Contractor to procure and maintain, all licenses which may be required at any time in connection with the performance of the Work, or in connection with procurement, transport, storage or use of related equipment, materials or supplies. All federal, state and local regulations and building laws shall be considered part of the requirements for the Work. All portions of the premises and building shall be made available for inspection to all authorities concerned.

8.7 Environmental Hazards. The Developer shall cause the General Contractor to comply with applicable environmental laws. The Owner shall have no responsibility for any substance or material that is brought to the Project site by the Developer, the General Contractor, any subcontractor or supplier. The Developer agrees to cause the General Contractor not to use any materials in connection with the Work which are hazardous, toxic or comprised of any items that are hazardous or toxic. Owner shall be responsible for the costs of investigating and remedying any environmental hazard not created or aggravated by the acts or omissions of the Developer or anyone for whom the Developer is responsible. The Developer agrees to indemnify the Owner from claims, damages, losses, costs, and liabilities arising out of or resulting from the presence, uncovering or release of suspected or confirmed hazardous material to the extent caused by the negligence of, or the failure to comply with Contract Documents by, the Developer or by anyone for whom the Developer is responsible.

ARTICLE 9

CONTRACT TERMINATION

9.1 Default by Owner. In the event that the Owner shall fail to make any undisputed payment to the Developer when due, Developer may, upon fifteen (15) days prior written notice and after affording the Owner the right to cure any such default and after obtaining the consent of State Bank, terminate this Agreement, and recover from the Owner compensation for all Work satisfactorily completed up to and including the date of termination, based on the Contract Sum, in complete satisfaction of the Owner's obligations and any liability to the Developer under this Agreement. Such payment shall include reasonable overhead and fee earned through the date of termination.

9.2 Default by Developer. The Owner may terminate this Agreement if the Developer:

- (a) fails to commence the Work promptly, or to proceed continuously and in a timely manner with the completion of its Work in material compliance with the Contract Documents;
- (b) breaches any warranty or representation made by the Developer in connection with the performance of this Agreement that materially and adversely affects Developer's ability to complete the Work; or
- (c) otherwise fails to perform any of its material obligations under this Agreement.

9.3 Termination Procedure. When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner, upon forty-five (45) days written notice to Developer, terminate this Agreement, in whole or in part, in the event Developer fails to cure, or diligently commence curing, such default within the forty-five (45) day period. In that event, the Owner may: (a) take possession of the site and of all materials, furniture, fixtures, equipment, tools, and machinery thereon owned by the Developer; (b) use the same, without liability, in the completion of the Work to the full extent they could be used by the Developer; (c) incorporate in the Work all materials and equipment stored at the site or paid for by the Owner and stored elsewhere; (d) accept assignment of subcontractors pursuant to Paragraph 7.4 herein; and (e) finish the Work by whatever method the Owner may deem expedient.

If the unpaid balance of the Contract Sum is insufficient to reimburse the Owner for the cost incurred in completing the Work, such costs shall be promptly paid by the Developer to the Owner. The remainder shall be retained by the Developer. The Developer shall cause the General Contractor to immediately furnish to the Owner all subcontracts, supply agreements, submittals, warranties, correspondence, drawings, permits, documents, shipping and storage information, and such other documentation as may be required by or useful to the Owner in the completion of the Developer's Work. The rights and remedies of the Owner herein are in addition to any other rights and remedies provided by law, by this Agreement.

The Developer shall promptly execute any and all documents, assignments, final lien waivers and releases in connection with the termination of the Developer's involvement with the Project.

ARTICLE 10

INSURANCE AND INDEMNITY

10.1 Insurance. The terms and conditions of all insurance to be provided by Developer or General Contractor are set forth in **Exhibit F** attached hereto.

10.2 Indemnity. Developer expressly agrees that this Agreement is strictly with the Owner and that any parent, affiliate, director, officer, employee or other representative of the Owner shall not have any financial responsibility or liability in connection with this Agreement or its performance. The Developer shall indemnify and hold harmless the Owner and its parents, affiliates, subsidiaries, officers, directors, members, agents and employees against any suits, claims, damages, losses, liabilities, judgments, costs, or expenses (including reasonable attorneys' fees and litigation expenses) ("Loss") caused by the Developer's failure to perform its obligations under this Agreement; except to the extent such Loss is due to the willful misconduct or gross negligence of the Owner. In addition, the Developer shall defend, indemnify and hold harmless the Owner, and its parents, affiliates, subsidiaries, officers, directors, agents and employees against any and all Loss caused, in whole or in part, by the negligent acts or omissions of Developer, its employees, agents, subcontractors, sub-subcontractors, or suppliers, in the Developer's performance of the Work under this Contract, provided that such Loss results from bodily injury, sickness, disease or death or damage to property, including loss of use resulting therefrom, regardless of whether or not such damage or loss is caused in part by a party indemnified hereunder. This indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer under insurance, workers' or workman's compensation acts, disability benefit acts or such employee benefit acts. Developer shall, if requested by Owner, defend against any action covered by this indemnity obligation, providing the Owner with continuous and reasonable assurances of its proper conduct of that defense and of its ability to satisfy any judgment sought.

ARTICLE 11

ADDITIONAL TERMS AND CONDITIONS

11.1 Cumulative Remedies. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

11.2 Relationship of Parties. This Agreement is not intended to, nor does it establish or create, any association, agency, employment, partnership or joint venture between the parties.

11.3 Assignment. Except with respect to the General Contractor and contractors working under the General Contractor, the Developer may not subcontract or assign the obligations under this Agreement, or any portion hereof, without the Owner's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

11.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

11.5 Headings. The headings and titles of the Articles and Paragraphs hereof are inserted for convenience only and shall not affect the construction or interpretation of any provision.

11.6 Severability. Should any one or more provisions of this Agreement be found to be invalid, unenforceable or illegal, the remaining provisions shall remain unimpaired, and the invalid, illegal and unenforceable provision shall be replaced by a mutually acceptable provision which comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

11.7 Notices. All notices required to be sent hereunder shall be sent by U.S. Mail, overnight courier or facsimile (followed by original sent via U.S. Mail) to the following persons and addresses:

To Owner: City of North Augusta, South Carolina
Municipal Building
100 Georgia Avenue
North Augusta, South Carolina 29841
Attn: City Administrator
E-mail: TGlover@northaugusta.net

North Augusta Public Facilities Corporation
Municipal Building
100 Georgia Avenue
North Augusta, South Carolina 29841
Attn: President

To Developer: Ackerman Greenstone North Augusta, LLC
c/o Ackerman & Co.
10 Glenlake Parkway
South Tower, Suite 1000
Atlanta, Georgia 30328
Attn: Donald K. Miller
E-mail: KMiller@ackermanco.net

and

c/o Greenstone Properties
3301 Windy Ridge Parkway, Suite 320
Atlanta, Georgia 30339
Attn: Christian B. Schoen
E-mail: CSchoen@greenstone-properties.com

11.8 Contract Authority. The signatures hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and upon their best judgment, and solely for the consideration described herein.

11.9 Entire Agreement. This Agreement and the Contract Documents shall constitute the entire agreement between Owner and Developer regarding the Work, and supersede all prior

and contemporaneous written or verbal representations and communications between the parties concerning the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

OWNER:

DEVELOPER:

CITY OF NORTH AUGUSTA, SOUTH CAROLINA

ACKERMAN GREENSTONE NORTH AUGUSTA, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Its: Manager

NORTH AUGUSTA PUBLIC FACILITIES CORPORATION

By: _____
Name: _____
Title: _____

Exhibit A

Land

All that piece, parcel or tract of land, together with all improvements thereon, situate, lying and being in the City of North Augusta, County of Aiken, State of South Carolina and designated as Parcel E & E2 and containing a combined total of 1.41 acres as shown on that certain Re-subdivision Plat of Parcels B, C, E & K of Ballpark Village at Hammond's Ferry, now known as Riverside Village, prepared for Greenstone Hammond's Ferry, LLC by John M. Bailey, S.C. PLS No. 7399, of John M. Bailey & Associates, P.C., bearing Project No. 15039, dated August 11, 2017, and last revised September 14, 2017, and recorded in the Aiken County Register of Deeds Office on September 21, 2017, in Plat Book 60, Page 178; said plat is incorporated herein by reference thereto, and made part and parcel hereof, and should be referred to for a more complete and accurate description as to the location, metes, bounds and courses of said Parcel E & E2.

Exhibit B

Schedule of Contract Documents

See Attached

EXHIBIT B

North Augusta Hotel Parking Deck Drawing Log

Drawing Number	Type	Title	8-4-17 Permit Set	8-8-17 Permit Set
A-001	Architectural	Cover Sheet	X	
A-002	Architectural	Project Data & Code Sheet	X	
A-003	Architectural	Architectural Site Plan	X	
A-010	Architectural	Life Safety Plans	X	
A-020	Architectural	Typical Fire Extinguisher Layout	X	
A-110	Architectural	Ground Level P1 - Plan	X	
A-120	Architectural	Level P2 - Plan	X	
A-130	Architectural	Level P3 - Plan	X	
A-140	Architectural	Level P4 - Plan	X	
A-201	Architectural	Exterior Elevations	X	
A-210	Architectural	Enlarged Elevations	X	
A-211	Architectural	Enlarged Elevations & Spandrel Details	X	
A-301	Architectural	Building Sections	X	
A-310	Architectural	Wall Sections	X	
A-320	Architectural	Wall Section Details	X	
A-401	Architectural	Vertical Circulation	X	
A-402	Architectural	Vertical Circulation	X	
A-403	Architectural	Vertical Circulation	X	
A-404	Architectural	Vertical Circulation	X	
A-410	Architectural	Vertical Circulation Details	X	
A-510	Architectural	Miscellaneous Details/Elevator Lobby Elevations	X	
A-601	Architectural	Door Schedule & Partitions	X	
A-705	Architectural	ADAAG Signage & Clearances	X	
C1.1	Civil	Preliminary Overall Site Plan		X
C1.2	Civil	Dimensioning Plan		X
C1.3	Civil	Landscape Plan		X
C2.1	Civil	Erosion Control - Phase I		X
C2.2	Civil	Erosion Control - Phase II		X
C2.3	Civil	Erosion Control - Phase III		X
C2.4	Civil	Buffer Management Plan		X
C3.1	Civil	Erosion Control Symbols		X
C3.2	Civil	Erosion Control Details - 1		X
C3.3	Civil	Erosion Control Details - 3		X
C4.1	Civil	Sitework Details		X
EP-001	Electrical	Electrical Legend, Notes & Schedules	X	
EP-002	Electrical	Electrical Details	X	
EP-101	Electrical	Floor Plan - Parking Level 1 - Electrical	X	
EP-102	Electrical	Floor Plan - Parking Level 2 - Electrical	X	
EP-103	Electrical	Floor Plan - Parking Level 3 - Electrical	X	
EP-104	Electrical	Floor Plan Level 4 - Electrical	X	
EP-301	Electrical	Enlarged Electrical Plans	X	
EP-501	Electrical	Riser Diagram & Panel Schedules	X	
MP-001	Mechanical & Plumbing	Plumbing & HVAC Legend, Notes, Schedules & Details	X	
MP-101	Mechanical & Plumbing	Floor Plan Parking Level 1 - Plumbing HVAC	X	
MP-102	Mechanical & Plumbing	Floor Plan Parking Level 2 - Plumbing HVAC	X	
MP-103	Mechanical & Plumbing	Floor Plan Parking Level 3 - Plumbing HVAC	X	
MP-104	Mechanical & Plumbing	Floor Plan Parking Level 4 - Plumbing	X	
MP-106	Mechanical & Plumbing	Plumbing Isometric View	X	
S-001	Structural	General Notes	X	

EXHIBIT B IT A

North Augusta Hotel Parking Deck Drawing Log

Drawing Number	Type	Title	8-4-17 Permit Set	8-8-17 Permit Set
S-002	Structural	Typical Sections & Details	X	
S-101	Structural	Parking Level 1 Plan	X	
S-201	Structural	Foundation Schedule & Details	X	
S-202	Structural	Foundation Schedule & Details	X	

EXHIBIT B

North Augusta Hotel Parking Deck Specifications Log

8-4-17 Permit Set

Specification Number	Type	Title	
000101	00 - PROCUREMENT AND CONTRACTING REQUIREMENTS	000101 - PROJECT TITLE PAGE	X
000110	00 - PROCUREMENT AND CONTRACTING REQUIREMENTS	000110 - TABLE OF CONTENTS	X
002600	00 - PROCUREMENT AND CONTRACTING REQUIREMENTS	002600 - PROCUREMENT SUBSTITUTION PROCEDURES	X
003132	00 - PROCUREMENT AND CONTRACTING REQUIREMENTS	003132 - GEOTECHNICAL DATA	X
004325	00 - PROCUREMENT AND CONTRACTING REQUIREMENTS	004325 - SUBSTITUTION REQUEST FORM (PROCUREMENT)	X
006325	00 - PROCUREMENT AND CONTRACTING REQUIREMENTS	006325 - SUBSTITUTION REQUEST FORM	X
007200	00 - PROCUREMENT AND CONTRACTING REQUIREMENTS	007200 - GENERAL CONDITIONS	X
007300	00 - PROCUREMENT AND CONTRACTING REQUIREMENTS	007300 - SUPPLEMENTARY CONDITIONS	X
007846	01 - GENERAL REQUIREMENTS	007846 - EXTRA STOCK MATERIALS	X
007900	01 - GENERAL REQUIREMENTS	007900 - DEMONSTRATION AND TRAINING	X
011000	01 - GENERAL REQUIREMENTS	011000 - SUMMARY	X
012500	01 - GENERAL REQUIREMENTS	012500 - SUBSTITUTION PROCEDURES	X
012600	01 - GENERAL REQUIREMENTS	012600 - CONTRACT MODIFICATION PROCEDURES	X
012900	01 - GENERAL REQUIREMENTS	012900 - PAYMENT PROCEDURES	X
013100	01 - GENERAL REQUIREMENTS	013100 - PROJECT MANAGEMENT AND COORDINATION	X
013200	01 - GENERAL REQUIREMENTS	013200 - CONSTRUCTION PROGRESS DOCUMENTATION	X
013233	01 - GENERAL REQUIREMENTS	013233 - PHOTOGRAPHIC DOCUMENTATION	X
013300	01 - GENERAL REQUIREMENTS	013300 - SUBMITTAL PROCEDURES	X
014000	01 - GENERAL REQUIREMENTS	014000 - QUALITY REQUIREMENTS	X
014200	01 - GENERAL REQUIREMENTS	014200 - REFERENCES	X
014533	01 - GENERAL REQUIREMENTS	014533 - Special Inspections	X
015000	01 - GENERAL REQUIREMENTS	015000 - TEMPORARY FACILITIES AND CONTROLS	X
016000	01 - GENERAL REQUIREMENTS	016000 - PRODUCT REQUIREMENTS	X
017300	01 - GENERAL REQUIREMENTS	017300 - EXECUTION	X
017329	01 - GENERAL REQUIREMENTS	017329 - CUTTING AND PATCHING	X
017700	01 - GENERAL REQUIREMENTS	017700 - CLOSEOUT PROCEDURES	X
017823	01 - GENERAL REQUIREMENTS	017823 - OPERATION AND MAINTENANCE DATA	X
017839	01 - GENERAL REQUIREMENTS	017839 - PROJECT RECORD DOCUMENTS	X
017900	01 - GENERAL REQUIREMENTS	017900 - DEMONSTRATION AND TRAINING	X
033000	03 - CONCRETE	033000 - Cast in Place Concrete	X
051515	05 - METALS	051515 - Barrier Cable Railing	X
055000	05 - METALS	055000 - METAL FABRICATIONS	X
055213	05 - METALS	055213 - PIPE AND TUBE RAILINGS	X
057300	05 - METALS	057300 - DECORATIVE METAL RAILINGS	X
061000	06 - WOOD, PLASTICS, AND COMPOSITES	061000 - ROUGH CARPENTRY	X
061600	06 - WOOD, PLASTICS, AND COMPOSITES	061600 - SHEATHING	X
071616	07 - THERMAL AND MOISTURE PROTECTION	071616 - CRYSTALLINE WATERPROOFING	X
072423	07 - THERMAL AND MOISTURE PROTECTION	072423 - DIRECT-APPLIED EXTERIOR FINISH SYSTEM	X
072316	07 - THERMAL AND MOISTURE PROTECTION	072616 - BELOW-GRADE VAPOR RETARDERS	X
075423	07 - THERMAL AND MOISTURE PROTECTION	075423 - THERMOPLASTIC POLYOLEFIN (TPO) ROOFING	X
076200	07 - THERMAL AND MOISTURE PROTECTION	076200 - SHEET METAL FLASHING AND TRIM	X
078413	07 - THERMAL AND MOISTURE PROTECTION	078413 - PENETRATION FIRESTOPPING	X
078443	07 - THERMAL AND MOISTURE PROTECTION	078443 - JOINT FIRESTOPPING	X
079200	07 - THERMAL AND MOISTURE PROTECTION	079200 - JOINT SEALANTS	X
079219	07 - THERMAL AND MOISTURE PROTECTION	079219 - ACOUSTICAL JOINT SEALANTS	X
081213	08 - OPENINGS	081213 FL - HOLLOW METAL FRAMES	X
081113	08 - OPENINGS	081113 - HOLLOW METAL DOORS AND FRAMES	X
087100	08 - OPENINGS	087100 - DOOR HARDWARE	X
092116.23	09 - FINISHES	092116.23 - GYPSUM BOARD SHAFT WALL ASSEMBLIES	X
092216	09 - FINISHES	092216 - NON-STRUCTURAL METAL FRAMING	X
092900	09 - FINISHES	092900 - GYPSUM BOARD	X
099120	09 - FINISHES	099120 - PAINTING & COATINGS	X
104416	10 - SPECIALTIES	104416 - FIRE EXTINGUISHERS	X
142123.16	14 - CONVEYING EQUIPMENT	142123.16 - MACHINE ROOM-LESS ELECTRIC TRACTION PASSENGER ELEVATORS	X
210100	21 - FIRE PROTECTION	21 01 00 - General Fire Protection Requirements	X
210529	21 - FIRE PROTECTION	21 05 29 - Hangers & Supports for Fire Suppression Piping Equipment	X
211100	21 - FIRE PROTECTION	21 11 00 - Fire Protection Systems	X
220100	22 - PLUMBING	22 01 00 - General Plumbing Requirements	X
220529	22 - PLUMBING	22 05 29 - Hangers & Supports for Plumbing Piping & Equipment	X
220553	22 - PLUMBING	22 05 53 - Identification for Piping and Equipment	X
221000	22 - PLUMBING	22 10 00 - Plumbing Piping	X
221123	22 - PLUMBING	22 11 23 - Plumbing Pumps	X
230100	23 - MECHANICAL	23 01 00 - General Mechanical Requirements	X
230553	23 - MECHANICAL	23 05 53 - HVAC Equipment and Piping Identification	X
230700	23 - MECHANICAL	23 07 00 - HVAC Insulation	X
232300	23 - MECHANICAL	23 23 00 - Refrigerant Piping	X

EXHIBIT B | T A

North Augusta Hotel Parking Deck Specifications Log

8-4-17 Permit Set

Specification			
Number	Type	Title	
232316	23 - MECHANICAL	23 23 16 - Refrigerant Specialties	X
238127	23 - MECHANICAL	23 81 27 - Ductless Air Cooled Split System Air Conditioning Unit	X
260100	26 - ELECTRICAL	26 01 00 - General Electrical Requirements	X
260500	27 - ELECTRICAL	26 05 00 - Raceways and Wiring	X
260526	28 - ELECTRICAL	26 05 26 - Grounding Systems	X
260550	29 - ELECTRICAL	26 05 50 - Electrical Identification	X
262400	30 - ELECTRICAL	26 24 00 - Service & Distribution	X
262700	31 - ELECTRICAL	26 27 00 - Devices	X
280500	28 - ELECTRICAL SAFETY AND SECURITY	28 05 00 - General Electronic Safety Requirements	X
283100	28 - ELECTRICAL SAFETY AND SECURITY	28 31 00 - Life Safety System	X
313116	31 - EARTHWORK	313116 - TERMITES CONTROL	X
316316	31 - EARTHWORK	316316 - Auger Cast Piles	X
321723	32 - EXTERIOR IMPROVEMENTS	321723 - PAVEMENT MARKINGS	X

Exhibit C

Developer's Qualifications and Exclusions

See Attached

**HOTEL PARKING DECK
PARCEL E
DEVELOPER QUALIFICATIONS
11/7/17**

1. **Waterproofing Consultant** – No separate waterproofing consultant will be employed. However, similar to Stadium, ATC has been employed to observe waterproofing installations and confirm compliance with Architect’s design and manufacturer’s installation instructions,.
2. **Contaminated Groundwater & Soil Removal & Remediation** – extraordinary groundwater or soil removal is excluded from the project budget.
3. **Signage** – Only limited wayfinding and code required graphics are included.
4. **Payment & Performance Bond** – None provided from Developer and/or Brasfield & Gorrie.
5. **Worker Parking** – shall be available within Riverside Village, including the Medac Deck.
6. **Utility Services** – cost of services shall be borne by the City.
7. **Landscape Plan** – while a City landscape drawing was included in the Project Permit package, some of those improvements have not been incorporated into the General Contractor’s scope. Instead, Brasfield & Gorrie has been asked to have a qualified firm to evaluate existing conditions and propose a plan that might better meet project needs.
8. **Security Equipment** – the Project Scope includes a \$75,000 allowance for security cameras.
9. **Control Access Equipment** – General Contractor includes cost of an automated control system with parking gate and payment station.
10. **Future Bridge to Parcel D** – provisions in the precast construction are being made to accommodate the potential of a future bridge access to Parcel D residents. A bridge itself, however, is not included in Developer’s and/or general contractor’s scope.
11. **West Avenue** – improvements to West Avenue are specifically excluded, and considered part of the City Infrastructure scope.
12. **General Contractor’s Qualifications.** All general contractor qualifications shown on Attachment D are hereby included.

**Hammonds Ferry Hotel Parking Deck
North Augusta, SC**

8.04.17 Permit Set Pricing

List of Clarifications & Pricing Assumptions

September 1, 2017

100 – General Requirements

1. We have based our Permit Set Pricing on the following:
 - a. Wakefield Beasley & Associates Plans dated 08/04/2017
 - i. Civil
 - ii. Architectural
 - iii. Structural
 - iv. Mechanical
 - v. Plumbing
 - vi. Electrical
 - b. Wakefield Beasley & Associates Project Manual dated 08/08/2017
 - c. Cardno ATC Geotechnical Report dated 05/20/2015
 - d. Brasfield & Gorrie Design Development 8-month over-all project schedule
2. The below Lists of Clarifications, Inclusions, and Exclusions supersede all plans emailed and other written or verbal directions as pertaining to this budget pricing.
3. All construction material/labor pricing in this proposal is based on the market conditions as of August 2017. Currently, the construction industry is experiencing changes that could affect material and labor pricing. Any unforeseen price escalations on construction materials/labor due to market fluctuations have been excluded from this proposal.
4. All allowances are included as turn-key, including all labor, materials, equipment, and incidentals unless specifically noted otherwise.
5. It is required that all subcontractors and vendors working directly for the owner and/or architect shall adhere to and follow Brasfield & Gorrie safety guidelines while on the project site. It will also be required that some of the vendors/subcontractors attend schedule and progress meetings as necessary.
6. CAD files will be provided for coordination of shop drawings at no expense to Brasfield & Gorrie.

Hammonds Ferry Hotel Parking Deck
08.04.17 Permit Set Pricing
List of Clarifications & Pricing Assumptions

7. Access should be expected for non-heavy equipment work to take place within the NADC 25' Pond Buffer at the northeast corner of the parking deck. Access will include: foot traffic, small tools, scaffolding, bracing, formwork materials, and erosion control maintenance. Work within the SCDHEC 30' Pond Buffer will entail the same activities as the NADC 25' Pond Buffer, but will additionally include heavy equipment access for grading, and foundation installation. Reference C1.1.

INCLUSIONS

1. General Liability Insurance
2. Builder's Risk Insurance
3. Business License
4. Subcontractor Default Protection
5. Work to be performed during normal operating hours (7:00 AM – 5:00 PM), Monday – Friday
6. Egress code related signage.

EXCLUSIONS

1. Construction Materials Testing or Special Inspections Cost
2. Architectural, Civil, and Structural Design Fees
3. Fees for Waterproofing Consultant
4. Cost for Code Required Inspections
5. N.P.D.E.S Plan, Inspections, and Monitoring
6. Contaminated Groundwater Remediation
7. Contaminated Soil Excavation and Removal
8. Demo/Removal/Replacement/Relocation of any utilities outside of the building site
9. Impact fees by any municipality (Sewer, water transportation, traffic improvements, etc.)
10. Water Meter and Sewer Tap Fees
11. Televisions, Computers, LED signage Displays
12. FF&E materials
13. Payment & Performance Bond
14. Building Permit Cost
15. Exterior Signage Including Right of Way Signage
16. Responsibility for design to meet local, state, and federal codes
17. Seismic bracing for MEP
18. Cost for Green Building Certification
19. Mockups are assumed to be in place work only
20. Costs for worker parking
21. Costs for temporary utilities
22. Natural gas piping
23. Market Escalation
24. Electrical Service wiring to Transformer. (One (1) five inch (5") PVC conduit, not encased in concrete is included from the Main Switch Gear located at the southwest corner of the parking deck to the transformer located at the northwest corner of the parking deck).
25. Way finding signage.

Hammonds Ferry Hotel Parking Deck
08.04.17 Permit Set Pricing
List of Clarifications & Pricing Assumptions

26. An engineered dewatering system at the northeast corner of the parking deck is currently excluded. There is concern the below grade water level at the northeast corner of the parking deck (even once the outfall structure is operational) will impede the ability to install pile caps and continuous footing foundations. If water is encountered during pile cap or continuous footing excavation, construction activities will be halted until the water level can be lowered with an engineered dewatering system. If an engineered dewatering system is required to be employed, a minimum four (4) week project delay should be expected, and will include not only cost for the dewatering system, but also for the project downtime.

300 – CONCRETE

It is assumed all soil material excavated for foundations will be of a suitable and noncontaminated nature. Cost will be incurred for removal of unsuitable or contaminated soils as graded by Owner's testing agent.

It is assumed all soil material for foundations bearing will meet or exceed the design load criteria. Cost will be incurred for any remediation required for soil bearing to meet design load criteria.

INCLUSIONS

1. Gravel in Level 1 'open space' under ramp up to Level 2, as shown on A-110.

EXCLUSIONS

1. Wet curing
2. Class 'A' finish
3. Epoxy coated rebar
4. We specifically exclude undercutting of any foundations or building pad due to bad soils or debris that may be encountered.

340 – PRECAST CONCRETE

INCLUSIONS

1. All stairs and stair landing to be precast concrete.
2. Barrier cables in lieu of grade level fascia panels.

500 – METALS

INCLUSIONS

1. Mesh panels at guardrail at stairwells to be 2" x 2" woven square mesh with .120" diameter wire and a 1" channel frame around the perimeter.
2. Shop drawings with Professional Engineer Stamp on cover page only.
3. Eighteen (18) concrete filled bollards.

700 – THERMAL & MOISTURE PROTECTION

INCLUSIONS

1. Dampproofing at retaining and foundation walls.
2. Traffic Coating above Electrical Room and Elevator Room.
3. Tapered Insulation only at TPO conditions.

EXCLUSIONS

1. EFIS
2. Traffic coating other than noted above.

900 - FINISHES

990 – PAINT

EXCLUSIONS

1. Color coding of mechanical piping
2. Painting of sprinkler piping

1000 - SPECIALTIES

INCLUSIONS

1. Fire Extinguishers

EXCLUSIONS

1. Fire Extinguisher Cabinets

1110 – PARKING EQUIPMENT

INCLUSIONS

1. One (1) Amano Opus Series entry and exit station. Barcode Imager, HID reader, IP substation, AMI direct drive auto gate, barrier gate arm, and Amano iParc software.

1400 – CONVEYING EQUIPMENT

INCLUSIONS

1. One (1) 3,500 lb capacity, 200 fpm Elevator servicing four (4) levels, all front opening.

2100 – FIRE PROTECTION

INCLUSIONS

1. Class II manual dry standpipe system with standpipes in each stairwell (two (2) risers total) and within 30 feet of the discharge of a 100 foot hose.
2. System design is based on access to an adequate water supply available to the site.

EXCLUSIONS

1. Sprinkler protection
2. Fire Pump

2200 – PLUMBING

INCLUSIONS

1. Complete rain water deck drainage system.
2. Schedule 40 PVC for above and below grade piping

EXCLUSIONS

1. Water/Sewer tap and/or connection fees

2300 – MECHANICAL

INCLUSIONS

1. Two (2) ductless split systems:
 - a. Electrical Room – DSS-P1-1/CU-P1-1 9000 BTU/HR Daikin FTX
 - b. Elevator Room - DSS-P1-2/CU-P1-2 18000 BTU/HR Daikin FTX

EXCLUSIONS

1. Special structural supports / Seismic vibration isolation

2600 - ELECTRICAL

INCLUSIONS

POWER DISTRIBUTION

1. 225A 277/480v panel (HD)
2. 150A 120/208v panel (LD)
3. 45 KVA Transformer
4. Feeders for Utility Transformer - Transformer located at NW corner of Parking Deck
5. Primary Raceway - 5" (conduit only) from Main Switchgear provided by SCE&G to Transformer location.

Hammonds Ferry Hotel Parking Deck
08.04.17 Permit Set Pricing
List of Clarifications & Pricing Assumptions

LIGHTING

1. Supply & install fixtures as shown on EP-001
2. PG1D Fixtures (not shown on EP-001)
3. Lighting Controls & Control Panel per EP-001
4. Two light poles and power at surface parking lot

LIFE SAFETY SYSTEM

1. Fire alarm system per 28 31 00

EXCLUSIONS

1. Power company fees
2. Independent electrical system testing
3. Security system
4. Voice/Data

3100 – EARTHWORK

It is assumed all soil material excavated on-site will be of a suitable and noncontaminated nature. Cost will be incurred for removal of unsuitable or contaminated soils as graded by Owner's testing agent.

EXCLUSIONS

1. We specifically exclude undercutting of any foundations or building pad due to bad soils or debris that may be encountered.
2. Unsuitable soils, and removal of unsuitable soils. See allowances below:
 - a. \$23.32 /CY to excavate and remove suitable soils
 - b. \$30.49/CY to excavate and remove unsuitable soils
 - c. \$67.18/CY to excavate and remove contaminated soils
 - d. \$28.80/CY to haul in suitable fill

3160 - DEEP FOUNDATIONS

It is assumed all soil material excavated during Auger Cast Pile installation will be of a suitable and noncontaminated nature. Cost will be incurred for removal off-site of unsuitable or contaminated Auger Cast Pile spoils, as graded by Owner's testing agent.

It is assumed below grade conditions will allow for unobstructed drilling operations. In the event the drilling operation is halted or modified, cost will be incurred.

Hammonds Ferry Hotel Parking Deck
08.04.17 Permit Set Pricing
List of Clarifications & Pricing Assumptions

INCLUSIONS

1. 139 (EA) 16" diameter auger pressure grouted piles, 9,035 VFT of piles.
2. Variances between "estimated" and "actual" quantities will be added or deducted from the contract via change order.
3. One (1) compression and one (1) tension load test.
4. Adjustment in total piling footage shall be done in accordance with the unit prices below:
 - a. Compression Pile - Added Piling Footage over 65LF – \$29.50/LF
 - b. Tension Pile - Added Piling Footage over 65LF – \$36.00/LF
 - c. Battered Pile - Added Piling Footage over 65LF – \$36.00/LF

 - d. Compression Pile - Deducted Piling Footage Under 65LF - \$8.75/LF
 - e. Tension Pile - Deducted Piling Footage Under 65LF - \$8.75/LF
 - f. Battered Pile - Deducted Piling Footage Under 65LF - \$8.75/LF

 - g. Compression Pile Added - \$1,950
 - h. Tension Pile Added - \$2,450
 - i. Battered Pile Added - \$2,450

 - j. Compression Pile Deleted - \$1,000
 - k. Tension Pile Deleted - \$1,000
 - l. Battered Pile Deleted - \$1,000

 - m. Added Compressive Load Tests - \$32,800 per EA
 - n. Added Tension Load Tests - \$27,300 per EA
 - o. Excess Grout - \$10.75/CY
 - p. Mobilization - \$60,000 Per EA

3200 – EXTERIOR IMPROVEMENTS

INCLUSIONS

1. \$7,500 allowance for handrail at modular site wall.
2. Aluminum fencing as shown in elevations on A-201 as Ultra Aluminum Manufacturer Industrial UAF-200 Flat Top Railing with flanged posts to be anchored on concrete.

Exhibit D

Final Waiver Form



CONTRACTOR'S FINAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, BRASFIELD & GORRIE, L.L.C. has furnished material, stored materials, equipment, supplies or labor or some or all of them in connection with (Project) and work required by the contract between (Owner) and BRASFIELD & GORRIE, L.L.C. for the Project (the Contract):

NOW, THEREFORE, having first been duly sworn and upon receipt of an in consideration of payment of the sum of Dollars (\$), to be paid to BRASFIELD & GORRIE, L.L.C. by (Name of parties who will make the payment to the Releasing Party), which sum represents the full, final, last and total amount owed to BRASFIELD & GORRIE, L.L.C. under, in connection with, relating to or arising out of the Contract or the Project Releasing Party does hereby:

- 1. Certify and represent to Owner that all persons, firms, associations, corporations, or other entities who have furnished labor, material, stored material, equipment or supplies to, for, or on behalf of Releasing Party in connection with the Releasing Party's performance or obligations related to the Project have been paid in full, including any and all applicable taxes, duties, license fees and royalties;
2. Release and waive any and all liens which Releasing Party, its affiliates, successors or assigns have or may have upon any portion of the Project or the land of Owner or the buildings thereon, for labor, materials, stored materials, supplies or equipment furnished by, for, or on behalf of releasing Party;
3. Release and forever discharge Owner, and their affiliates, successors and assigns, from any and all claims, demands and causes of action of any kind which Releasing Party or its affiliates, successors or assigns have or may have in the future arising out of anything which has occurred or failed to occur in connection with the Project or labor, material, stored materials, equipment or supplies furnished by Releasing Party;
4. Certify and represent that no portion of the Project, the land of the Owner, or any buildings thereon, can be made subject to any valid lien by any person or entity which as furnished labor, material, stored materials, equipment or supplies to, for, or on behalf of Releasing Party for use in connection with the Project, and agrees to indemnify and hold harmless Owner, and their affiliates, successors and assigns, from all loss, cost, damage or expense (including, without limitation, attorneys' fees) arising from any liens, claims or demands of any person or entity which has furnished labor, material, equipment or supplies to, for, or on behalf of the Releasing Party in connection with the Releasing Party's performance or obligations related to the Project; and
5. Certify and represent that the person signing on behalf of Releasing Party has authority to bind and obligate the Releasing Party hereto.
6. Payment of the agreed sum referenced above satisfies all conditions of this release.

IN WITNESS WHEREOF, Releasing Party has caused this Contractor's Final Release of Lien to be executed by its duly authorized owner, partner, agent or officer on the day of ,

BRASFIELD & GORRIE, L.L.C. (Name of Releasing Party)

STATE OF Sign: COUNTY OF Print: Title:

Sworn to before me this day of

Notary Public

My Commission Expires:

Exhibit E

Change Order Form

**CHANGE ORDER TO OWNER- DEVELOPER AGREEMENT
(Development and Construction of Hotel Deck)**

OWNER: City of North Augusta, South Carolina
North Augusta Public Facilities Corporation

DEVELOPER: Ackerman Greenstone North Augusta, LLC

AGREEMENT: Owner-Developer Agreement (Development and Construction of
Hotel Deck) dated as of November __, 2017

PROJECT: Hotel Parking Deck/Riverside Village Parcel E

CHANGE ORDER NO: _____

EFFECTIVE DATE: _____, 201__

I. STATEMENT OF CHANGE.

A change to the Agreement, as described in this Change Order, is hereby agreed to in accordance with the Agreement.

II. SCOPE OF CHANGE.

III. DESCRIPTION OF CHANGE.

IV. CHANGE IN COMPENSATION.

V. ADDITIONAL AGREEMENTS.

VI. NO FURTHER MODIFICATION.

Except as expressly modified by this Change Order, the Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, Owner and Consultant have caused their respective duly authorized representatives to execute, seal and deliver this Change Order, all as of the day and year first above written.

OWNER:

**CITY OF NORTH AUGUSTA, SOUTH
CAROLINA**

By: _____
Name: _____
Title: _____

**NORTH AUGUSTA PUBLIC
FACILITIES CORPORATION**

By: _____
Name: _____
Title: _____

DEVELOPER:

**ACKERMAN GREENSTONE NORTH
AUGUSTA, LLC**

By: _____
Name: _____
Its: Manager

Exhibit F
Insurance

1. Developer's Liability Insurance. The Developer, either directly or through the General Contractor, shall maintain such insurance as will protect the Owner and the Developer from claims set forth below which may arise out of or result from the Developer's operations under the Agreement and for which the Owner or the Developer may be legally liable, whether such operations are those of the Developer, the General Contractor, any subcontractor or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, as follows:

1.1. Workers' Compensation Insurance. Worker's Compensation Insurance insuring the General Contractor 's full liability under the Worker's Compensation and Occupational Disease laws of the state where the Work is performed, and Employer's Liability coverage with not less than a \$1,000,000 limit, covering:

1.1.1. Claims under workers' compensation, disability benefit acts, and other similar employee benefit acts which are applicable to the Work to be performed; and

1.1.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees.

1.2. Commercial General Liability Insurance. Commercial General Liability Insurance with coverage on an "occurrence" basis.

1.2.1. Claims Covered. Such insurance shall insure Developer and General Contractor for work performed under the Agreement against:

- .1 Claims for damages because of bodily injury, personal injury, sickness or disease, or death of any person other than his employees; and
- .2 Claims for damages because of injury to or destruction of tangible property (including loss of use resulting therefrom), other than injury to the smallest identifiable part of the work that causes the bodily injury or property damage loss.

1.2.2. Endorsements or Modifications. The policy for such insurance shall contain the following coverages, endorsements or modifications:

- .1 Completed Operations Coverage. With respect to completed operations liability, when the entire Work has been determined complete by the Developer and General Contractor and accepted by the Owner, Developer agrees to cause General Contractor to furnish evidence of such insurance coverage for one (1) twelve

- (12) month period by the insurance carrier then writing completed operations coverage for the General Contractor;
- .2 General Contractor 's Protective Liability to cover General Contractor 's liability arising out of Work performed by its Subcontractors;
 - .3 Blanket Contractual Liability, including liability arising out of the indemnification agreement set forth herein in the Agreement;
 - .4 Personal Injury Liability with employee and contractual exclusions deleted;
 - .5 Broad Form Property Damage extended to apply to Completed Operations;
 - .6 All exclusions related to loss by explosion, collapse or underground damage (X,C,U) shall be deleted; and
 - .7 The Combined Single Limit of liability for Bodily Injury, Personal Injury, Death and Property Damage, except automobile, shall not be less than: \$3,000,000 each occurrence, \$5,000,000 general aggregate. (These limits may be met by a combination of primary coverage and umbrella coverage).
 - .8 In the event that the General Contractor utilizes cranes, overhead hoists or overhead rigging to perform the Work, the insurance policy shall bear an appropriate endorsement stating that General Contractor has Rigger's Liability coverage in an amount not less than \$3,000,000 each occurrence and \$5,000,000 general aggregate.

1.3. Commercial Automobile Liability. General Contractor shall carry insurance to insure it for operations of all owned, hired, and non-owned vehicles with limits for each accident of not less than \$1,000,000 Combined Single Limit with respect to Bodily Injury, Death and Property Damage.

1.4. Policy Requirements.

1.4.1. The insurance required of the General Contractor shall be issued by an insurer or insurers lawfully authorized to do business in the jurisdiction in which the Project is located, and maintaining a Best's rating of at least A-VII, or as otherwise approved by Owner.

1.4.2. The insurance required of the General Contractor shall be written for not less than any limits of liability required by law.

1.4.3. Insurance coverages required under Sections 1.2 and 1.3 shall name Owner and its designees and Developer as additional insureds with respect to the operations of General Contractor and its subcontractors, and shall be endorsed to be primary, non-contributory, and not excess of any other insurance.

1.4.4. Certificates of insurance evidencing the coverages required herein, and otherwise acceptable to the Owner, shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision stating that these policies contain the following words verbatim: "Owner is interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled, materially changed or not renewed without at least thirty (30) days' advance written notice to Owner/ c/o City of North Augusta, South Carolina, 100 Georgia Avenue, North Augusta, South Carolina 29841 Attention: City Administrator, by Certified Mail, Return Receipt Requested."

2. Property Insurance.

2.1 The Developer shall cause the General Contractor to purchase and maintain all-risk property insurance at 100% replacement cost upon the entire Work at the site and portions of the Work stored off the site with the Owner's approval, and contingent transit coverage for portions of the Work in transit. This insurance shall include the interests of the Owner, the Developer, the General Contractor and the Subcontractors in the Work and shall insure against all risk of physical damage subject to standard exclusions.

2.2 Any loss insured under Section 2.1 is to be adjusted with the General Contractor and made payable to the General Contractor as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgagee clause. The General Contractor shall pay each Subcontractor a just share of any insurance moneys received by the General Contractor, and by appropriate agreement, written where legally required for validity, shall require each Subcontractor to make payments to its Subcontractors in similar manner.

2.3 The Owner and Developer waive all rights against each other, the General Contractor, the Subcontractors, and the agents and employees each of the other, for damages caused by fire or other perils to the extent covered by insurance obtained or required to be obtained pursuant to the provisions of Section 2.1.

Exhibit "B"
Copy of Conference Facilities Agreement

OWNER-DEVELOPER AGREEMENT
(Development and Construction of Conference Facilities)

This AGREEMENT is made and entered into on the _____ day of November, 2017.

The Contracting Parties are:

THE OWNER is: City of North Augusta, South Carolina

THE DEVELOPER is: Ackerman Greenstone North Augusta, LLC

THE PROJECT is: Hotel Conference Facilities at Crowne Plaza North Augusta
to be located on the real property described
on **Exhibit A**

THE ARCHITECT is: Wakefield Beasley & Associates Architects, Inc.
5200 Avalon Blvd., Alpharetta, Georgia 30009

THE GENERAL
CONTRACTOR is: Brasfield & Gorrie, LLC
3021 7th Avenue South, Birmingham, Alabama 35233

The CONTRACT SUM, subject to the conditions, additions and deletions provided for herein is:
Eight Million and 00/100ths Dollars (\$8,000,000.00).

THE FOLLOWING EXHIBITS ARE ATTACHED HERETO AND INCORPORATED
HEREIN BY REFERENCE:

- Exhibit A – Land**
- Exhibit B – Schedule of Contract Documents**
- Exhibit C – Developer’s Qualifications and Exclusions**
- Exhibit D – Final Waiver Form**
- Exhibit E – Change Order Form**
- Exhibit F – Insurance**

In consideration of the mutual promises and benefits contained hereinafter, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Owner and Developer, intending to be bound, agree as follows:

ARTICLE 1

THE WORK

1.1 The Work. Developer shall cause the General Contractor to furnish all supervision, labor, materials, tools, equipment, supplies, and services, and shall perform all other

acts and supply all other things necessary to perform the work generally described as conference facilities, meeting spaces and related facilities consisting of approximately 9,859 gross square feet at the Crowne Plaza North Augusta to be located at the intersection of Railroad Avenue and Center Street, and as more specifically described in the drawings and specifications referenced in **Exhibit B** (the “Contract Documents”), and all other documents incorporated by reference herein. The Developer warrants and represents that the Developer’s Qualifications and Exclusions attached as **Exhibit C** includes any and all qualifications of the Developer as to the scope of Work required hereunder.

1.2 Access. The Owner shall provide the Developer, the General Contractor, the subcontractors, and the agents and employees each, full, uninterrupted and unimpeded access to the Land for the performance of the Work.

ARTICLE II

CONTRACT TIME

2.1 Date of Commencement. The Developer shall cause the General Contractor to commence the Work no later than one (1) business day after Developer receives the Contract Sum (the “Commencement Date”), and shall continue to diligently perform the Work thereafter.

2.2 Dates of Final Completion. All Work shall be completed generally in accordance with the Project Schedule, as defined by Paragraph 5.1. Final Completion, as defined by Paragraph 3.5, shall be achieved by the date four hundred forty (440) days after the Commencement Date.

2.3 Survival of Obligations. The terms of this Article and this Agreement, and the protections afforded Owner therein, shall survive any termination or breach of this Agreement and shall remain in effect so long as the parties are entitled to protection of their rights under applicable law.

ARTICLE 3

FEES AND PAYMENT

3.1 Contract Sum. In return for the Developer’s proper performance of all Work, Owner shall pay Developer the lump sum amount of \$8,000,000.00 in accordance with the terms of this Agreement and subject to the additions and deductions as provided for herein (the “Contract Sum”).

3.2 Pricing Scope. The Developer shall cause the General Contractor to provide and pay for, and the Contract Sum (including additions thereto as provided by this Agreement) shall be deemed to include all Work performed under this Agreement, including all labor, fringe benefits, materials, equipment, services, supervision, site and home office overhead, tools, machinery, water, heat, utilities, transportation, storage, license and permit fees, profits, taxes

(including sales, use, local, state or other taxes imposed by any taxing authority) or charges, and all other costs and services required by the Contract Documents, or necessary for the completion of the Work contemplated by this Agreement.

3.3 Payment of Contract Sum. Owner shall make full payment of the Contract Sum to Developer upon full execution of this Agreement by deposit in Developer's hotel and conference facility construction account (the "Account") held by State Bank and Trust Company. Draws from the Account shall be administered by State Bank and Trust Company pursuant to standard draw procedures established by Developer and State Bank. Except as expressly set forth herein, (i) if the cost of the Work exceeds the Contract Sum, Developer shall be responsible for such excess cost, and (ii) if the Contract Sum exceeds the cost of the Work, Developer shall retain all such excess.

3.4 Retainage. Owner and Developer agree that there shall be no retainage.

3.5 Final Completion. Final Completion shall occur when (a) all Work (including punch list and incomplete items) is substantially complete in accordance with the Contract Documents and (b) the following are received by the Owner:

- (a) notarized Final Lien Waiver (**Exhibit D**) executed by Developer, the General Contractor and major subcontractors with contracts over \$250,000;
- (b) a certificate evidencing that insurance required by the Contract Documents to remain in force after Final Completion is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner;
- (c) the issuance of a permanent certificate of occupancy for the Project and any other permits, licenses or approvals required by the Contract Documents, unless the issuance of such permanent certificate of occupancy or other permit, license or approval shall be withheld or delayed due to no fault of the Developer or anyone working under Developer; and
- (d) submittal of any and all as-built documents, training or operation manuals, warranties, guarantees, attic stock, test and balance reports, and any other closeout documents or items required by the Contract Documents.

ARTICLE 4

CONTRACT ADMINISTRATION

4.1 Representatives. The Owner's Representatives for this Project as of the date of this Agreement are Todd Glover and Cammie Hayes but may be changed by written notice to Developer. Developer acknowledges that only Owner Representatives shall be authorized to make any changes to the Work on behalf of the Owner, as provided in this Agreement. The

Developer's Representatives for this Project as of the date of this Agreement are Harvey Rudy and James Dean but may be changed by written notice to Owner.

4.2 No Oral Waiver. The provisions of this Agreement cannot be amended, modified, varied or waived in any respect except by a written Change Order signed by an Owner's Representative set forth above, accepted by a Developer's Representative set forth above and approved by State Bank and Trust Company ("State Bank"). The Developer acknowledges that no one has authority to waive orally, or otherwise release, any duty or obligation arising out of this Agreement. Any waiver, approval or consent granted in writing as provided herein shall not relieve Developer of the obligation to obtain future waivers, approvals or consents. The parties acknowledge that no course of conduct or course of dealing between the parties shall serve as a basis for any variation of the requirements of this Agreement.

4.3 Staging and Storage. Owner may assign a place or places, where available, for the Developer to stage its operations and store tools and materials. The Developer will maintain such places in a neat, orderly condition, providing appropriate safeguards, and restoring such areas to their original condition. Security of all materials, equipment and tools, and the risk of loss associated therewith, are the sole responsibility of the Developer.

ARTICLE 5

PROJECT SCHEDULE AND SUPERVISION

5.1 Project Schedule. Promptly after the execution of this Agreement, the Developer shall cause the General Contractor to prepare and submit to the Owner a critical path schedule showing the relative times for performance of all significant tasks included in the Work by the General Contractor and the subcontractors. Such schedule shall be referred to herein as the "Project Schedule." From time to time upon request, Developer shall provide the Owner with timely reports as to the current status of, and deviations from, the Project Schedule, the causes of any such deviations, and the corrective action that has been taken or will be taken to correct such deviations.

5.2 Supervision of Work. The Developer shall supervise the General Contractor who shall otherwise supervise and direct the Work and shall be responsible for the performance of all subcontractors and suppliers. The General Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all aspects of the Work, including security measures at the Project site. The Owner shall not be responsible for the supervision, coordination or inspection of the Developer's Work.

5.3 Excusable Delays. If the critical path activities of the Developer are delayed by any act or neglect of the Owner, by Change Orders, abnormal weather, acts of God, unavoidable casualties or other matters that are beyond the Developer's control, and which could not have been reasonably anticipated, and could not have been limited or avoided by timely notice to the Owner, then the completion dates shall be equitably extended by Change Order to the extent of any such delay to the critical path activities of the Work; provided the performance of the Work

was not, or would not have been, concurrently delayed by any other cause for which the Developer is not entitled to an extension of the completion dates.

5.4 Developer's Delays. The Developer shall be responsible for all Project delays for which it is not entitled to a time extension as provided herein.

5.5 Delay Costs. In the event the Developer is delayed in the performance of the critical path activities of the Work by any act, omission, interference or neglect by the Owner, then the Developer shall be permitted an adjustment in the Contract Sum for any additional job site costs actually incurred as a result of the delay to the critical path activities of the Work if:

- (a) the act, omission or interference continues for more than five (5) days after Developer's written notice to Owner of such act, omission or interference;
- (b) the effect of all such acts, omissions or interferences, in the aggregate, on the Project's completion exceeds ten percent (10%) of the original time for allotted for Final Completion of the Work under this Agreement; and
- (c) the Developer provides such written verification of the Developer's Allowable Costs as defined in Paragraph 5.6.

5.6 Allowable Costs. The costs which the Developer may recover pursuant to Paragraph 5.5 above shall be limited to the increase, if any, in direct job site costs actually incurred by the Developer in performing the Work as a result of any Owner-caused delay that extends the contract completion dates. In no event shall any delay, hindrance, contract breach, tortious conduct or interference for which the Developer is entitled to additional compensation result in any additional payment to the Developer for direct costs not specifically identified herein, or for any indirect costs of the Work (including home office overhead, interest or travel expenses), profit, consequential damages, lost opportunity costs, impact damages, punitive or exemplary damages, or other similar remuneration, whether incurred by the Developer or any subcontractor. No additional costs payable under this Paragraph 5.6 shall be based on estimates, calculations or formulas of the additional labor costs required as a result of any Owner-caused delay.

ARTICLE 6

CHANGES AND CLAIMS

6.1 Change Orders. A Change Order is a written order to the Developer signed by the Owner and accepted by the Developer, issued after execution of the Agreement, authorizing a change in the Work and/or an adjustment in the Contract Sum. All such changes and/or adjustments shall only be made by written and executed Change Orders in the form attached as **Exhibit E**. The Owner's Representatives are the only persons authorized on behalf of the Owner to issue Change Orders.

6.2 Owner May Order Changes in the Work. The Owner, without invalidating the Agreement, may request changes in the Work within the general scope of the Agreement, consisting of additions or other revisions, and the Contract Sum and/or contract completion dates shall be adjusted accordingly. All such changes in the Work shall be authorized by Change Order and must be approved by Developer and consented to by State Bank. The Architect has no authority, over its individual signature, to authorize any additional or changed Work that would require an increase in the Contract Sum or an extension of the completion dates. Upon receipt of a fully executed Change Order, the Developer shall promptly proceed with the change.

6.3 Adjustments in Price. With respect to any additions to the Work made by a Change Order, the parties shall attempt to mutually agree upon the value of the change. Absent such an agreement, the Developer shall not be obligated to perform such additions to the Work.

6.4 Notice of Claims. Any claim by the Developer for an increase in the Contract Sum, or for an extension of the contract completion dates, must be made in writing to the Owner not later than five (5) business days after the first occurrence of the event giving rise to the claim. Failure to give such notice as required herein shall constitute a complete waiver of the claim. In order for any such notice to be effective, it must identify each of the following: (1) the specific act or circumstance giving rise to the claim; (2) the specific Work activities thereby affected; and (3) the Developer's best preliminary estimate of the price increase required and/or time extension requested.

6.5 Contract Performance. During the pendency of any dispute, claim or proceeding arising out of or related to the Work, the Developer shall cause the General Contractor to proceed diligently with performance of the Work. The Developer's failure to diligently pursue and timely perform its Work as required herein shall constitute a material breach of this Agreement, and shall constitute a forfeiture of any claim or other rights available to the Developer, including those presented in any pending proceeding.

6.6 Subcontractor/Supplier Lien Claims. The Developer shall cause the General Contractor to indemnify, hold harmless (including attorney's fees and legal expenses) and defend the Owner and the Owner's lenders, if any, from and against any assertion of lien claims by subcontractors, sub-subcontractors, material or equipment suppliers and against any assertion of security interests by suppliers of goods or materials. The Developer shall cause the General Contractor to bond off or otherwise discharge any lien filed against the Project within twenty (20) days of written demand by the Owner, whether or not the Developer believes the claim is valid. If any such lien remains unsatisfied more than twenty (20) days after Owner has requested that the Developer bond off or otherwise remove the lien, then Owner may, but shall not be required to (a) bond off the lien; (b) pay the claim or lien amount directly to the claimant; or (c) otherwise compromise and satisfy the pending claim or lien. Any payments so made by Owner, and all other cost incurred by Owner on account of any such claim or lien (including any attorneys' fees incurred), shall be deducted from Contract balance due Developer. To the extent that the Contract Sum is insufficient to satisfy the Developer's obligations hereunder, the Developer shall be fully liable for the balance and for all additional attorneys' fees and costs incurred in accordance with the Developer's indemnity obligation hereunder.

ARTICLE 7

SUBCONTRACTORS

7.1 Subcontractors/Suppliers. Developer shall have sole discretion in hiring and engaging the General Contractor, as well as all subcontractors and suppliers.

7.2 Subcontractor/Supplier Substitutions. Developer may approve General Contractor's substitution of subcontractors or suppliers at any time without approval of the Owner.

7.3 Contractual Privity. Developer agrees that the General Contractor shall be fully responsible for the acts and omissions of its subcontractors, sub-subcontractors, materialman, suppliers and employees and of persons either directly or indirectly employed by them. Developer shall use commercially reasonable efforts to cause the Owner to be named a third party beneficiary of Developer's contract with the General Contractor.

7.4 Contingent Assignment of Subcontracts. Each subcontract and supply agreement for a portion of the Work covered by this Agreement are assigned by the Developer to the Owner, provided such assignment shall be effective if, and only if, the Agreement is terminated pursuant to Section 9.2, and then only with respect to those subcontract and supply agreements which the Owner accepts by notifying the subcontractor in writing. The Owner's election to accept such an assignment shall not relieve the Developer of any liability to the subcontractor or supplier incurred prior to the date of the assignment, and the Owner shall not be responsible for any such pre-assignment liability.

ARTICLE 8

QUALITY AND PERFORMANCE OF WORK

8.1 Quality of Service. The Developer warrants to Owner that the Work shall be performed by the General Contractor in a professional manner and shall conform in all material aspects to the terms, conditions and requirements of the Contract Documents. All materials and equipment furnished under this Agreement shall be new, unless otherwise specified, and all Work shall be in conformance with the requirements of the Contract Documents.

8.2 Warranty. The Developer shall cause the General Contractor to warrant that the Work shall be free and clear of defects for a period one (1) year from the date of Final Completion. If any of the Work is found to be defective within this one-year period, Developer shall cause the General Contractor to correct it promptly after receipt of written notice from the Owner to do so, unless the Owner has previously given the Developer written acceptance of such condition.

8.3 Materials and Equipment. All materials and equipment shall be new, of good quality, free from faults and defects, and in full conformance with the Contract Documents. All manufactured articles, materials and equipment shall be applied, installed, connected, erected,

used, cleaned and conditioned in accordance with the manufacturer's printed directions. Copies of any such manufacturer's directions, and copies of all manufacturer's warranties, shall be submitted to the Owner prior to Final Completion. Developer shall not hold itself out as the agent for or representative of Owner in the purchase of any required equipment or materials.

8.4 Debris Removal and Clean-Up. The Developer shall cause the General Contractor to remove and keep the work site clear of all rubbish. Developer is responsible for dumpster and waste removal fees.

8.5 Protection of Persons and Property. The Developer shall cause the General Contractor to take all reasonable precautions for the safety of and to provide all reasonable protection to prevent damage, injury or loss to (a) employees and all other persons on the work site; and (b) all work materials, furniture, fixtures and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Developer.

The Developer shall cause the General Contractor to be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work in accordance with the provisions of OSHA and other relevant local, state and federal codes and regulations.

The Developer shall cause the General Contractor to comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety and security of persons or property. Developer shall cause the General Contractor to erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

Until Final Completion, the General Contractor shall have full and complete responsibility for the care of, and shall bear all risks of loss from injury or damage to, the Work, including owner-furnished supplies, furniture, fixtures, equipment or other items to be utilized in connection with, or incorporated into, the Work.

8.6 Compliance with Laws. The Developer shall comply, and cause the General Contractor to comply, with all applicable laws, codes, regulations, ordinances and rules. The Developer shall, at its expense, procure and maintain, or cause the General Contractor to procure and maintain, all licenses which may be required at any time in connection with the performance of the Work, or in connection with procurement, transport, storage or use of related equipment, materials or supplies. All federal, state and local regulations and building laws shall be considered part of the requirements for the Work. All portions of the premises and building shall be made available for inspection to all authorities concerned.

8.7 Environmental Hazards. The Developer shall cause the General Contractor to comply with applicable environmental laws. The Owner shall have no responsibility for any substance or material that is brought to the Project site by the Developer, the General Contractor, any subcontractor or supplier. The Developer agrees to cause the General Contractor not to use any materials in connection with the Work which are hazardous, toxic or comprised of any items

that are hazardous or toxic. Owner shall be responsible for the costs of investigating and remedying any environmental hazard not created or aggravated by the acts or omissions of the Developer or anyone for whom the Developer is responsible. The Developer agrees to indemnify the Owner from claims, damages, losses, costs, and liabilities arising out of or resulting from the presence, uncovering or release of suspected or confirmed hazardous material to the extent caused by the negligence of, or the failure to comply with Contract Documents by, the Developer or by anyone for whom the Developer is responsible.

ARTICLE 9

CONTRACT TERMINATION

9.1 Default by Owner. In the event that the Owner shall fail to make any undisputed payment to the Developer when due, Developer may, upon fifteen (15) days prior written notice and after affording the Owner the right to cure any such default and after obtaining the consent of State Bank, terminate this Agreement, and recover from the Owner compensation for all Work satisfactorily completed up to and including the date of termination, based on the Contract Sum, in complete satisfaction of the Owner's obligations and any liability to the Developer under this Agreement. Such payment shall include reasonable overhead and fee earned through the date of termination.

9.2 Default by Developer. The Owner may terminate this Agreement if the Developer:

- (a) fails to commence the Work promptly, or to proceed continuously and in a timely manner with the completion of its Work in material compliance with the Contract Documents;
- (b) breaches any warranty or representation made by the Developer in connection with the performance of this Agreement that materially and adversely effects Developer's ability to complete the Work; or
- (c) otherwise fails to perform any of its material obligations under this Agreement.

9.3 Termination Procedure. When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner, upon forty-five (45) days written notice to Developer, terminate this Agreement, in whole or in part, in the event Developer fails to cure, or diligently commence curing, such default within the forty-five (45) day period. In that event, the Owner may: (a) take possession of the site and of all materials, furniture, fixtures, equipment, tools, and machinery thereon owned by the Developer; (b) use the same, without liability, in the completion of the Work to the full extent they could be used by the Developer; (c) incorporate in the Work all materials and equipment stored at the site or paid for by the Owner and stored elsewhere; (d) accept assignment of subcontractors pursuant to Paragraph 7.4 herein; and (e) finish the Work by whatever method the Owner may deem expedient.

If the unpaid balance of the Contract Sum is insufficient to reimburse the Owner for the cost incurred in completing the Work, such costs shall be promptly paid by the Developer to the Owner. The remainder shall be retained by the Developer. The Developer shall cause the General Contractor to immediately furnish to the Owner all subcontracts, supply agreements, submittals, warranties, correspondence, drawings, permits, documents, shipping and storage information, and such other documentation as may be required by or useful to the Owner in the completion of the Developer's Work. The rights and remedies of the Owner herein are in addition to any other rights and remedies provided by law, by this Agreement.

The Developer shall promptly execute any and all documents, assignments, final lien waivers and releases in connection with the termination of the Developer's involvement with the Project.

ARTICLE 10

INSURANCE AND INDEMNITY

10.1 Insurance. The terms and conditions of all insurance to be provided by Developer or General Contractor are set forth in **Exhibit F** attached hereto.

10.2 Indemnity. Developer expressly agrees that this Agreement is strictly with the Owner and that any parent, affiliate, director, officer, employee or other representative of the Owner shall not have any financial responsibility or liability in connection with this Agreement or its performance. The Developer shall indemnify and hold harmless the Owner and its parents, affiliates, subsidiaries, officers, directors, members, agents and employees against any suits, claims, damages, losses, liabilities, judgments, costs, or expenses (including reasonable attorneys' fees and litigation expenses) ("Loss") caused by the Developer's failure to perform its obligations under this Agreement; except to the extent such Loss is due to the willful misconduct or gross negligence of the Owner. In addition, the Developer shall defend, indemnify and hold harmless the Owner, and its parents, affiliates, subsidiaries, officers, directors, agents and employees against any and all Loss caused, in whole or in part, by the negligent acts or omissions of Developer, its employees, agents, subcontractors, sub-subcontractors, or suppliers, in the Developer's performance of the Work under this Contract, provided that such Loss results from bodily injury, sickness, disease or death or damage to property, including loss of use resulting therefrom, regardless of whether or not such damage or loss is caused in part by a party indemnified hereunder. This indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer under insurance, workers' or workman's compensation acts, disability benefit acts or such employee benefit acts. Developer shall, if requested by Owner, defend against any action covered by this indemnity obligation, providing the Owner with continuous and reasonable assurances of its proper conduct of that defense and of its ability to satisfy any judgment sought.

ARTICLE 11

ADDITIONAL TERMS AND CONDITIONS

11.1 Cumulative Remedies. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

11.2 Relationship of Parties. This Agreement is not intended to, nor does it establish or create, any association, agency, employment, partnership or joint venture between the parties.

11.3 Assignment. Except with respect to the General Contractor and contractors working under the General Contractor, the Developer may not subcontract or assign the obligations under this Agreement, or any portion hereof, without the Owner's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

11.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

11.5 Headings. The headings and titles of the Articles and Paragraphs hereof are inserted for convenience only and shall not affect the construction or interpretation of any provision.

11.6 Severability. Should any one or more provisions of this Agreement be found to be invalid, unenforceable or illegal, the remaining provisions shall remain unimpaired, and the invalid, illegal and unenforceable provision shall be replaced by a mutually acceptable provision which comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

11.7 Notices. All notices required to be sent hereunder shall be sent by U.S. Mail, overnight courier or facsimile (followed by original sent via U.S. Mail) to the following persons and addresses:

To Owner: City of North Augusta, South Carolina
 Municipal Building
 100 Georgia Avenue
 North Augusta, South Carolina 29841
 Attn: City Administrator
 E-mail: TGlover@northaugusta.net

To Developer: Ackerman Greenstone North Augusta, LLC
 c/o Ackerman & Co.
 10 Glenlake Parkway
 South Tower, Suite 1000
 Atlanta, Georgia 30328
 Attn: Donald K. Miller

E-mail: KMiller@ackermanco.net

and

c/o Greenstone Properties
3301 Windy Ridge Parkway, Suite 320
Atlanta, Georgia 30339
Attn: Christian B. Schoen
E-mail: CSchoen@greenstone-properties.com

11.8 Contract Authority. The signatures hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and upon their best judgment, and solely for the consideration described herein.

11.9 Entire Agreement. This Agreement and the Contract Documents shall constitute the entire agreement between Owner and Developer regarding the Work, and supersede all prior and contemporaneous written or verbal representations and communications between the parties concerning the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

OWNER:

DEVELOPER:

**CITY OF NORTH AUGUSTA, SOUTH
CAROLINA**

**ACKERMAN GREENSTONE NORTH
AUGUSTA, LLC**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Its: Manager

Exhibit A

Land

All that tract or parcel of land lying and being situate in the City of North Augusta, Aiken County, South Carolina and being more particularly described as follows:

Commencing at a #5 rebar found at the intersection of the southern right of way (r/w) of Railroad Avenue (66' r/w) and the eastern r/w of Esplanade Avenue (50' r/w), said point being the POINT OF BEGINNING;

Thence along the southern r/w of Railroad Avenue South 69 degrees 52 minutes 06 seconds East for a distance of 307.88 feet to a #5 rebar found; thence South 20 degrees 07 minutes 54 seconds West for a distance of 231.97 feet to a #5 rebar found on the northern r/w of Brissie Drive (unopened); thence along the northern r/w of Brissie Drive (62' nominal r/w) North 69 degrees 51 minutes 36 seconds West for a distance of 307.88 feet to a #5 rebar found on the eastern r/w of Esplanade Avenue; thence along the eastern r/w of Esplanade Avenue North 20 degrees 07 minutes 54 seconds East for a distance of 231.93 feet to a #5 rebar found on the southern r/w of Railroad Avenue, said point being the POINT OF BEGINNING,

Containing 1.64 Acres and is more fully shown on a plat prepared for Ackerman Greenstone North Augusta, LLC by Cranston Engineering Group, P.C. dated June 6, 2017, last revised 11/08/2017.

Exhibit B

Schedule of Contract Documents

See Attached

SHEET NUMBER	SHEET NAME	DISCIPLINE
GENERAL		
G201	LIFE SAFETY PLAN -LEVEL 1	GENERAL
ARCHITECTURAL		
A101	OVERALL FLOOR PLAN - LEVEL 1	ARCHITECTURAL
A111 A	PARTIAL FLOOR PLAN - LEVEL 1 - A	ARCHITECTURAL
A111 B	PARTIAL FLOOR PLAN - LEVEL 1 - B	ARCHITECTURAL
A511	ENLARGED PUBLIC RESTROOMS FLOOR PLANS	ARCHITECTURAL
A600	GUESTROOM MATRIX	ARCHITECTURAL
STRUCTURAL		
S-101	FOUNDATION PLAN - LEVEL 1	STRUCTURAL
S-111A	FOUNDATION PLAN - A	STRUCTURAL
S-111B	FOUNDATION PLAN - B	STRUCTURAL
INTERIOR		
ID0.1	FINISH SCHEDULE	INTERIOR
ID0.2	FINISH SCHEDULE (CONTINUED)	INTERIOR
ID1.0	LEVEL 1 KEY PLAN	INTERIOR
ID1.1	LEVEL 1 NEW CONSTRUCTION PLAN	INTERIOR
ID2.1	LEVEL 1 REFLECTED CEILING PLAN	INTERIOR
ID3.1A	LEVEL 1 FINISH PLAN RESTAURANT	INTERIOR
ID3.1B	LEVEL 1 FINISH PLAN RESTAURANT	INTERIOR
ID4.1A	LEVEL 1 FURNITURE PLAN	INTERIOR
ID5.0	LOBBY AND FAMILY ROOM ELEVATIONS	INTERIOR
ID5.1	BAR ELEVATIONS	INTERIOR
ID5.2	RESTAURANT ELEVATIONS	INTERIOR
ID5.3	STUDIO/MARKET/PRIORITY LOUNGE ELEVATIONS	INTERIOR
ID5.4	ELEVATOR LOBBY AND MEETING SPACE ELEVATIONS	INTERIOR
ID5.5	BALLROOM ELEVATIONS	INTERIOR
ID5.6	RESTROOM ELEVATIONS	INTERIOR
ID9.4	BAR DETAILS	INTERIOR
FOOD SERVICE		
FS101	MAIN KITCHEN EQUIPMENT LAYOUT	FOOD SERVICE
FS201	SERVICE AREAS EQUIPMENT LAYOUT	FOOD SERVICE
FS301	BAR EQUIPMENT LAYOUT	FOOD SERVICE
LAUNDRY		
LD101	LAUNDRY EQUIPMENT LAYOUT	LAUNDRY
PLUMBING		
P100.	FOUNDATION PLUMBING PLAN (VIEW ELEV.139.00)	PLUMBING
P101	1ST FLOOR PLUMBING PLAN	PLUMBING
P101-A.	1ST. FLOOR SANITARY, VENT & ROOF DRAIN PIPING PLAN	PLUMBING
P101-B	1ST. FLOOR SANITARY, VENT & ROOF DRAIN PIPING PLAN	PLUMBING
P101-C	1ST. FLOOR DOMESTIC WATER & GAS PIPING PLAN	PLUMBING
MECHANICAL		
M100	UNDERGROUND HVAC PIPING PLAN - NOT USED	MECHANICAL
M101A	HVAC PLAN - LEVEL 1-A	MECHANICAL
M101B	HVAC PLAN - LEVEL 1-B	MECHANICAL
M01C	CONDENSATE DRAIN PIPING PLAN - FIRST FLOOR	
ELECTRICAL		
E003	SITE PLAN	ELECTRICAL
E005	LEVEL 1 FLOOR BOXES	ELECTRICAL
E101A	FLOOR PLAN LEVEL 1 - A POWER	ELECTRICAL
E101B	FLOOR PLAN LEVEL 1 - B POWER	ELECTRICAL
E221A	FLOOR PLAN - LEVEL 1 - A LIGHTING	ELECTRICAL
E221B	FLOOR PLAN - LEVEL 1 - B LIGHTING	ELECTRICAL
E221C	1ST FLOOR DIMMING SYSTEM	
E302	ENLARGED KITCHEN PLAN	ELECTRICAL
LOW VOLTAGE		
DV101	1ST FLOOR PLAN	LOW VOLTAGE
AUDIO/VISUAL SYSTEMS		
AV101	LEVEL 1 FLOOR PLAN	AUDIO/VISUAL SYSTEMS

Exhibit C

Developer's Qualifications and Exclusions

See Attached

**HOTEL CONFERENCE CENTER
DEVELOPER QUALIFICATIONS
11/8/17**

1. **Plans** – The plan listing in this Agreement references plans which are nearly complete construction documents. Developer anticipates finalizing all such plans by early to mid-December 2017. Following completion, these plans will be submitted to IHG, the hotel brand, for its approval, as well as to the City for permitting. Thus, some changes may be necessary to which Developer shall be entitled to make. That said, Developer agrees that no material changes will be made to these plans.
2. **General Contractor's Qualifications.** The project general contractor has yet to fully price the final construction documents, as well as identify any needed qualifications. These items, when complete, shall be deemed incorporated into this Agreement.

Exhibit D

Final Waiver Form



CONTRACTOR'S FINAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, BRASFIELD & GORRIE, L.L.C. has furnished material, stored materials, equipment, supplies or labor or some or all of them in connection with (Project) and work required by the contract between (Owner) and BRASFIELD & GORRIE, L.L.C. for the Project (the Contract):

NOW, THEREFORE, having first been duly sworn and upon receipt of an in consideration of payment of the sum of Dollars (\$), to be paid to BRASFIELD & GORRIE, L.L.C. by (Name of parties who will make the payment to the Releasing Party), which sum represents the full, final, last and total amount owed to BRASFIELD & GORRIE, L.L.C. under, in connection with, relating to or arising out of the Contract or the Project Releasing Party does hereby:

- 1. Certify and represent to Owner that all persons, firms, associations, corporations, or other entities who have furnished labor, material, stored material, equipment or supplies to, for, or on behalf of Releasing Party in connection with the Releasing Party's performance or obligations related to the Project have been paid in full, including any and all applicable taxes, duties, license fees and royalties;
2. Release and waive any and all liens which Releasing Party, its affiliates, successors or assigns have or may have upon any portion of the Project or the land of Owner or the buildings thereon, for labor, materials, stored materials, supplies or equipment furnished by, for, or on behalf of releasing Party;
3. Release and forever discharge Owner, and their affiliates, successors and assigns, from any and all claims, demands and causes of action of any kind which Releasing Party or its affiliates, successors or assigns have or may have in the future arising out of anything which has occurred or failed to occur in connection with the Project or labor, material, stored materials, equipment or supplies furnished by Releasing Party;
4. Certify and represent that no portion of the Project, the land of the Owner, or any buildings thereon, can be made subject to any valid lien by any person or entity which as furnished labor, material, stored materials, equipment or supplies to, for, or on behalf of Releasing Party for use in connection with the Project, and agrees to indemnify and hold harmless Owner, and their affiliates, successors and assigns, from all loss, cost, damage or expense (including, without limitation, attorneys' fees) arising from any liens, claims or demands of any person or entity which has furnished labor, material, equipment or supplies to, for, or on behalf of the Releasing Party in connection with the Releasing Party's performance or obligations related to the Project; and
5. Certify and represent that the person signing on behalf of Releasing Party has authority to bind and obligate the Releasing Party hereto.
6. Payment of the agreed sum referenced above satisfies all conditions of this release.

IN WITNESS WHEREOF, Releasing Party has caused this Contractor's Final Release of Lien to be executed by its duly authorized owner, partner, agent or officer on the day of ,

BRASFIELD & GORRIE, L.L.C. (Name of Releasing Party)

STATE OF Sign: COUNTY OF Print: Title:

Sworn to before me this day of

Notary Public

My Commission Expires:

Exhibit E
Change Order Form

CHANGE ORDER TO OWNER- DEVELOPER AGREEMENT
(Development and Construction of Conference Facilities)

OWNER: City of North Augusta, South Carolina

DEVELOPER: Ackerman Greenstone North Augusta, LLC

AGREEMENT: Owner-Developer Agreement (Development and Construction of Conference Facilities) dated as of November ____, 2017

PROJECT: Hotel Conference Facilities at Crowne Plaza North Augusta

CHANGE ORDER NO: _____

EFFECTIVE DATE: _____, 201__

I. STATEMENT OF CHANGE.

A change to the Agreement, as described in this Change Order, is hereby agreed to in accordance with the Agreement.

II. SCOPE OF CHANGE.

III. DESCRIPTION OF CHANGE.

IV. CHANGE IN COMPENSATION.

V. ADDITIONAL AGREEMENTS.

VI. NO FURTHER MODIFICATION.

Except as expressly modified by this Change Order, the Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, Owner and Consultant have caused their respective duly authorized representatives to execute, seal and deliver this Change Order, all as of the day and year first above written.

OWNER:

CITY OF NORTH AUGUSTA, SOUTH CAROLINA

By: _____
Name: _____
Title: _____

DEVELOPER:

ACKERMAN GREENSTONE NORTH AUGUSTA, LLC

By: _____
Name: _____
Its: Manager

Exhibit F
Insurance

1. Developer's Liability Insurance. The Developer, either directly or through the General Contractor, shall maintain such insurance as will protect the Owner and the Developer from claims set forth below which may arise out of or result from the Developer's operations under the Agreement and for which the Owner or the Developer may be legally liable, whether such operations are those of the Developer, the General Contractor, any subcontractor or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, as follows:

1.1. Workers' Compensation Insurance. Worker's Compensation Insurance insuring the General Contractor 's full liability under the Worker's Compensation and Occupational Disease laws of the state where the Work is performed, and Employer's Liability coverage with not less than a \$1,000,000 limit, covering:

1.1.1. Claims under workers' compensation, disability benefit acts, and other similar employee benefit acts which are applicable to the Work to be performed; and

1.1.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees.

1.2. Commercial General Liability Insurance. Commercial General Liability Insurance with coverage on an "occurrence" basis.

1.2.1. Claims Covered. Such insurance shall insure Developer and General Contractor for work performed under the Agreement against:

- .1 Claims for damages because of bodily injury, personal injury, sickness or disease, or death of any person other than his employees; and
- .2 Claims for damages because of injury to or destruction of tangible property (including loss of use resulting therefrom), other than injury to the smallest identifiable part of the work that causes the bodily injury or property damage loss.

1.2.2. Endorsements or Modifications. The policy for such insurance shall contain the following coverages, endorsements or modifications:

- .1 Completed Operations Coverage. With respect to completed operations liability, when the entire Work has been determined complete by the Developer and General Contractor and accepted by the Owner, Developer agrees to cause General Contractor to furnish evidence of such insurance coverage for one (1) twelve

- (12) month period by the insurance carrier then writing completed operations coverage for the General Contractor;
- .2 General Contractor 's Protective Liability to cover General Contractor 's liability arising out of Work performed by its Subcontractors;
 - .3 Blanket Contractual Liability, including liability arising out of the indemnification agreement set forth herein in the Agreement;
 - .4 Personal Injury Liability with employee and contractual exclusions deleted;
 - .5 Broad Form Property Damage extended to apply to Completed Operations;
 - .6 All exclusions related to loss by explosion, collapse or underground damage (X,C,U) shall be deleted; and
 - .7 The Combined Single Limit of liability for Bodily Injury, Personal Injury, Death and Property Damage, except automobile, shall not be less than: \$3,000,000 each occurrence, \$5,000,000 general aggregate. (These limits may be met by a combination of primary coverage and umbrella coverage).
 - .8 In the event that the General Contractor utilizes cranes, overhead hoists or overhead rigging to perform the Work, the insurance policy shall bear an appropriate endorsement stating that General Contractor has Rigger's Liability coverage in an amount not less than \$3,000,000 each occurrence and \$5,000,000 general aggregate.

1.3. Commercial Automobile Liability. General Contractor shall carry insurance to insure it for operations of all owned, hired, and non-owned vehicles with limits for each accident of not less than \$1,000,000 Combined Single Limit with respect to Bodily Injury, Death and Property Damage.

1.4. Policy Requirements.

1.4.1. The insurance required of the General Contractor shall be issued by an insurer or insurers lawfully authorized to do business in the jurisdiction in which the Project is located, and maintaining a Best's rating of at least A-VII, or as otherwise approved by Owner.

1.4.2. The insurance required of the General Contractor shall be written for not less than any limits of liability required by law.

1.4.3. Insurance coverages required under Sections 1.2 and 1.3 shall name Owner and its designees and Developer as additional insureds with respect to the operations of General Contractor and its subcontractors, and shall be endorsed to be primary, non-contributory, and not excess of any other insurance.

1.4.4. Certificates of insurance evidencing the coverages required herein, and otherwise acceptable to the Owner, shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision stating that these policies contain the following words verbatim: "Owner is interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled, materially changed or not renewed without at least thirty (30) days' advance written notice to Owner/ c/o City of North Augusta, South Carolina, 100 Georgia Avenue, North Augusta, South Carolina 29841 Attention: City Administrator, by Certified Mail, Return Receipt Requested."

2. Property Insurance.

2.1 The Developer shall cause the General Contractor to purchase and maintain all-risk property insurance at 100% replacement cost upon the entire Work at the site and portions of the Work stored off the site with the Owner's approval, and contingent transit coverage for portions of the Work in transit. This insurance shall include the interests of the Owner, the Developer, the General Contractor and the Subcontractors in the Work and shall insure against all risk of physical damage subject to standard exclusions.

2.2 Any loss insured under Section 2.1 is to be adjusted with the General Contractor and made payable to the General Contractor as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgagee clause. The General Contractor shall pay each Subcontractor a just share of any insurance moneys received by the General Contractor, and by appropriate agreement, written where legally required for validity, shall require each Subcontractor to make payments to its Subcontractors in similar manner.

2.3 The Owner and Developer waive all rights against each other, the General Contractor, the Subcontractors, and the agents and employees each of the other, for damages caused by fire or other perils to the extent covered by insurance obtained or required to be obtained pursuant to the provisions of Section 2.1.

RESOLUTION NO. 2017-45

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A PARKING OPERATING AGREEMENT WITH ACKERMAN GREENSTONE NORTH AUGUSTA, LLC (THE "HOTEL DEVELOPER") AND THE NORTH AUGUSTA PUBLIC FACILITIES CORPORATION (THE "CORPORATION"); AUTHORIZING THE CITY TO ENTER INTO A JOINDER AGREEMENT TO A MASTER PARKING FACILITIES OPERATING AND EASEMENT AGREEMENT WITH THE HOTEL DEVELOPER, GREENSTONE HAMMONDS FERRY, LLC, AND THE CORPORATION; AND OTHER MATTERS RELATED THERETO

WHEREAS, pursuant to the Master Development Agreement dated March 15, 2017 (the "Master Development Agreement"), by and among the City of North Augusta, South Carolina (the "City"), GreenJackets Baseball, LLC, the Hotel Developer and Greenstone Hammond's Ferry, LLC ("Greenstone"), entered into by such parties for the development of Project Jackson, the City and Greenstone, as master developer, have certain responsibilities related to parking facilities within such development and in furtherance of such responsibilities the City and Greenstone entered into a Master Parking Facilities Operating and Easement Agreement dated as of April 25, 2017, by and between the City and Greenstone (the "Master Parking Agreement"); and

WHEREAS, the Corporation, the City and Greenstone entered into a Master Parking Facilities Operating and Easement Agreement Joinder dated as of April 25, 2017, pursuant to which the Corporation joined the Master Parking Agreement as a party; and

WHEREAS, to provide further detail regarding the parking arrangements with respect to the Hotel Deck (as defined in the Master Development Agreement), the City intends to enter into (i) a Parking Operating Agreement among the North Augusta Public Facilities Corporation (the "Corporation"), the City and the Hotel Developer (the "Parking Operating Agreement"), and (ii) a Joinder Agreement to Master Parking Facilities Operating and Easement Agreement among the Corporation, the City, the Hotel Developer and Greenstone (the "Joinder"), pursuant to which the Hotel Developer will become a party to the Master Parking Agreement; and

WHEREAS, the City Council has received and reviewed (i) the Parking Operating Agreement, which is attached hereto, marked Exhibit "A" and incorporated by reference, and (ii) the Joinder, which is attached hereto, marked as Exhibit "B" and incorporated by reference; and

WHEREAS, pursuant to the requirements of the Master Development Agreement, the Mayor and the City Administrator have reviewed the Parking Operating Agreement specifically in relation to any terms set forth in Exhibit F attached to the Master Development Agreement and have determined that any deviations from details and material terms as set forth in such Exhibit F are satisfactory and they recommend the approval of any such deviations; and

WHEREAS, the City has determined that the Parking Operating Agreement will allow the City to fulfill obligations under the terms of the Master Development Agreement and the Master Parking Agreement and that it is in the best interest of the City to enter into the Parking Operating Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of North Augusta, in meeting duly assembled and by the authority thereof, that:

1. The City approves the Parking Operating Agreement and the Joinder.
2. The Parking Operating Agreement is a “Parking Deck Agreement” as that term is defined in the Master Development Agreement and, except as specifically provided therein, is consistent with the details and material terms set forth in Exhibit F attached to the Master Development Agreement, but it is specifically acknowledged and confirmed by this resolution that any deviations from such details and material terms have been reviewed and approved by the Mayor and the City Administrator.
3. The City Administrator and Mayor are each hereby authorized to (a) make such modifications to the Parking Operating Agreement and the Joinder as either or both of them shall deem necessary or prudent, so long as the substance of such documents remains consistent with the forms presented at this meeting, and (b) execute the Parking Operating Agreement and the Joinder on behalf of the City.
4. The City Administrator and Mayor are each hereby authorized to approve, execute and deliver (or cause to be duly executed and delivered) such further documents, agreements or instruments and do or cause to be done such further acts as either or both of them may deem, upon the advice of counsel, to be reasonably necessary or proper to carry out more effectively the provisions and purposes of this resolution, the Parking Operating Agreement and the Joinder.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS THE 13TH DAY OF NOVEMBER, 2017.

Robert A. Pettit, Mayor

ATTEST:

Donna B. Young, City Clerk

Exhibit "A"
Copy of Parking Operating Agreement

PARKING OPERATING AGREEMENT

THIS PARKING OPERATING AGREEMENT (“Agreement”) is made and entered into as of the ___ day of November, 2017, by and between ACKERMAN GREENSTONE NORTH AUGUSTA, LLC, a Georgia limited liability company (the “Hotel Developer”), THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA (the “City”) and NORTH AUGUSTA PUBLIC FACILITIES CORPORATION, a South Carolina non-profit corporation (the “Corporation”).

Recitals

WHEREAS, the City and the Corporation own or, upon completion of development and construction, will own, certain structured parking facilities known as the “Hotel Deck” as defined in that certain Master Development Agreement by and among the City, GreenJackets Baseball LLC, a Georgia limited liability company (“GreenJackets”), Greenstone Hammonds Ferry, LLC, a South Carolina limited liability company (the “Master Developer”) and the Hotel Developer dated March 15, 2017 (collectively the “Financed Parking Facilities”);

WHEREAS, the City and the Master Developer have entered into that certain Master Parking Facilities Operating and Easement Agreement dated as of April 25, 2017, and recorded at Book RB 4662, Page 837, Aiken County, South Carolina records, governing the use and operation of the Financed Parking Facilities and the Stadium Deck as defined therein (the “Master Parking Agreement”);

WHEREAS, the City, the Corporation and the Master Developer entered into that certain Master Parking Facilities Operating and Easement Agreement Joinder dated as of April 25, 2017, and recorded at Book RB 4662, Page 1028, Aiken County, South Carolina records, for the purposes set forth therein;

WHEREAS, on or about this date, the City is conveying to Hotel Developer the real property described on Exhibit “A” attached hereto upon which Hotel Developer will construct the Hotel/Convention Center (the “Hotel Parcel”);

WHEREAS, on or about this date, the City, the Corporation and the Hotel Developer have entered into that certain Joinder Agreement to Master Parking Facilities Operating and Easement Agreement;

WHEREAS, the City, the Corporation and the Hotel Developer are entering into this Agreement regarding the use, operation, care and maintenance of the Hotel Deck pursuant to Section 3.2(a) of the Master Parking Agreement.

Statement of Agreement

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Hotel Developer, the City and the Corporation hereby agree as follows:

1. Definitions. As used in this Agreement, the following terms have the meanings given below:

“**Agreement**” means this Parking Operating Agreement, including all exhibits hereto, as amended, restated, replaced, modified or supplemented from time to time.

“**Applicable Laws**” means any laws, ordinances, rules, or regulations of any nature or kind which would apply to, govern or limit the Hotel Deck or the use thereof.

“**Dedicated Parking Spaces**” means 280 parking spaces for the Hotel (subject to Section 4 of this Agreement), all located in the Hotel Deck as shown on Exhibit “C”.

“**Hotel/Convention Center**” shall mean that certain hotel and convention center to be constructed on the Hotel Parcel.

“**Hotel Deck**” shall mean that certain parking deck, which contains 432 parking spaces, more or less, to be located on the parcel described on Exhibit “B”.

“**Mortgage**” means (a) any encumbrance of the Hotel Parcel as security for any indebtedness or other obligation of Hotel Developer or its successors and assigns, whether by mortgage, deed of trust, sale/leaseback, pledge, financing statement, security agreement, or other security instrument, and (b) any encumbrance of the Hotel Deck as security for any indebtedness or other obligation of the owner thereof or its successors and assigns, whether by mortgage, deed of trust, sale/leaseback, pledge, financing statement, security agreement, or other security instrument.

“**Mortgagee**” means the holder of any Mortgage and the indebtedness or other obligation secured thereby, whether the initial holder thereof or the heirs, legal representatives, successors, transferees and assigns of such initial holder.

“**Operating Expenses**” means all commercially reasonable out-of-pocket costs and expenses paid or incurred by the Corporation, the City or Hotel Developer, as applicable (including such costs and expenses reimbursable by the Corporation, the City or Hotel Developer, as applicable to any operator(s) of the Hotel Deck) in connection with managing, operating, maintaining and repairing the Hotel Deck, computed in accordance with generally accepted accounting principles applied on a consistent basis. Operating Expenses include, by way of illustration, but are not limited to: (a) costs of maintaining and repairing the Hotel Deck; (b) costs of insuring the Hotel Deck and all operations conducted therein with such policies, coverages and companies and in such limits as may be selected by the City, the Corporation or Hotel Developer, as applicable; (c) Taxes; (d) costs of providing janitorial service to, and removing trash from, the Hotel Deck; (e) flood or storm cleanup costs; (f) costs for utility services furnished to the Hotel Deck; (g) costs for police details and other security services at the Hotel Deck; (h) costs of restriping the Hotel Deck; (i) costs of licenses, permits and inspection fees with respect to the Hotel Deck; (j) legal, accounting, inspection and consulting fees payable with respect to the Hotel Deck; (k) wages, salaries and benefits of personnel employed at or directly related to the Hotel Deck, to the extent reasonably allocable to the Hotel Deck; (l) the amount of any insurance deductibles paid in connection with an insured loss to the Hotel Deck; (m) fees and expenses paid to Hotel Developer or a third party management company to manage the Hotel Deck or any portion thereof, if applicable; and (n) costs of capital repairs and

replacements made to the Hotel Deck, amortized over their expected useful life based upon and including a market rate of interest.

“Ownership Costs” means all costs of ownership of the Hotel Deck and include, by way of illustration, but are not limited to: (i) the costs of designing and constructing the Hotel Deck (which are being paid by the City pursuant to that certain Owner-Developer Agreement (Lump Sum Agreement) of even date herewith between the City and Hotel Developer); (ii) interest on debt or amortization payments on any mortgage/deed of trust, or rent on any ground lease or other underlying lease; (iii) costs for which the City or the Corporation, as applicable, is reimbursed or has a right to reimbursement (either by an insurer, condemnor, or other person or entity); (iv) if paid by the City or the Corporation, costs for which the City or the Corporation, as applicable, is reimbursed or has a right to reimbursement under warranties provided to the City or the Corporation, as applicable, by contractors who have warranty obligations; (v) depreciation of the Hotel Deck; (vi) costs (including attorneys’ fees and costs) related to any sale, financing or refinancing of the Hotel Deck or incurred in connection with negotiations or disputes with purchasers, prospective purchasers, lenders and prospective lenders; (vii) capital expenditures, except to the extent of the amortized portion of costs of capital repairs and replacements included in the definition of Operating Expenses; (viii) federal and state taxes on income, death, estate or inheritance; or franchise taxes; (ix) after initial construction, the costs to bring the Hotel Deck into full compliance with all federal, state or local legal requirements, including the federal Americans with Disabilities Act; (x) subject to any warranty claims, the cost of curing any construction defects in the Hotel Deck; (xi) insurance deductibles that exceed commercially reasonable deductibles; (xii) costs incurred due to the uninsured negligence or willful misconduct of the City or the Corporation, as applicable, or the violation by the City or the Corporation, as applicable, of any applicable legal requirements; (xiii) costs of renting equipment for which the purchase cost (including any amortized portion of the purchase cost), if purchased, would not be included in Operating Expenses; and (xiv) costs paid or incurred in connection with any hazardous materials or hazardous substances present on or otherwise affecting the Hotel Deck as of the date of the completion of the subject portion of the Hotel Deck, including the costs any investigation or remediation thereof.

“Party” means each of Hotel Developer, the City and the Corporation. “Parties” means all of Hotel Developer, the City and the Corporation, unless the context indicates otherwise.

“Public Parking Rate Terms” means the rates and charges and terms set forth in Exhibit “D”, which sets forth applicable charges and potential periods of use for the Hotel Deck, unless and until such terms are otherwise agreed to by the City and the Hotel Developer, which Parties shall, on a reasonable basis, review such terms to determine whether any of them, as agreed upon by both Parties, should be adjusted or modified.

“Retail/Restaurant Space” means any improvements constructed or developed in “Ballpark Village” for the purpose of providing space for parties selling goods, materials, products or services from the location (or by readily accessible inventory) to the general public or distinct portions of the general public, or places offering meals, beverages and/or entertainment or a dining experience, for all or only certain meals during the day, for the general public or distinct portions of the general public.

“**Taxes**” means all real estate taxes, service payments in lieu of taxes, and assessments payable with respect to the Hotel Deck, including the land on which the Hotel Deck are located.

2. **Term.** The term of this Agreement shall be 30 years commencing on the date of this Agreement, subject to the following provisions of this Section 2, with two consecutive renewal periods of 20 years, each, which renewals shall automatically be in force, subject only to a meeting by the Parties hereto prior to any such automatic renewal, to assess and discuss on a reasonable basis, the proper use of the Hotel Deck, with any necessary modifications to such use to be made at that time, so long as Hotel Developer is not divested of any rights with respect to the Hotel Deck. Thereafter, there shall only be renewal of this Agreement with the consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed, so long as the Hotel Deck is still in use for parking for the Hotel Parcel.

3. **Management of Hotel Deck.**

3.1 **Generally.** The Hotel Deck shall be subject to the exclusive control and management of the Hotel Developer subject to Applicable Laws. The Hotel Developer shall manage and operate, or cause to be managed and operated, the Hotel Deck in a manner consistent with the standards generally applicable to structured parking improvements located in first class mixed use developments. The Hotel Developer’s obligations with respect to the management and operation of the Hotel Deck include, but are not limited to, the maintenance and repair of the Hotel Deck, and Hotel Developer may in its sole discretion sub-contract out all or any of such functions or duties of Hotel Developer to manage said Hotel Deck, as described below, subject to the consent of the City, which consent shall not be unreasonably withheld. The Hotel Developer may from time to time adopt and modify non-discriminatory rules and regulations governing the use of the Hotel Deck, and the City and those using the Hotel Deck by virtue of the rights granted pursuant to this Agreement shall be bound by such rules and regulations so long as such rules and regulations are not inconsistent with this Agreement.

3.2 **Fees.** Without limiting the generality of Section 3.1, the fees to be charged for parking spaces in the Hotel Deck during times or for parking spaces which are not already allocated and designated in Exhibit “D”, or are later allocated by Hotel Developer whether hourly, monthly or otherwise, shall be determined by the City from time to time (but only with notice to and the prior written consent of the Hotel Developer, which consent shall not be unreasonably withheld); provided, that the hourly rates shall be competitive with the hourly rates charged by comparable parking facilities in the area of the Hotel Deck. The “Public Parking Rate Terms” set forth on Exhibit “D” are subject to review and modification at any time, upon the consent of the City and Hotel Developer and, in any event, the City and Hotel Developer must meet on a biennial basis, to discuss and potentially adjust the “Public Parking Rate Terms.”

3.3 **Payment to City.** With respect to fees collected by Hotel Developer for parking spaces in the Hotel Deck, Hotel Developer shall account for such fees in the monthly statement provided under Section 5 of this Agreement and the City shall be paid:

(a) 40% of the revenue generated from the 280 Dedicated Parking Spaces and 70 Short-Term Parking Spaces in the Hotel Deck allocated to the Hotel Parcel (subject to subsection (c) below);

(b) 100% of the revenue generated from the other parking spaces in the Hotel Deck; and

(c) 100% of the revenue generated from Designated Parking Spaces released pursuant to Section 4.

3.4 Rules and Regulations.

(a) 180 of the Dedicated Parking Spaces will have a separate controlled access gate with access for Hotel Developer and its patrons, guests and invitees only.

(b) Only vehicles receiving a “car” or “passenger vehicle” classification by the South Carolina Department of Motor Vehicles may use the Hotel Deck.

(c) No vehicle shall be parked in areas of the Hotel Deck other than in the parking spaces designated for such vehicles. No vehicle shall block another vehicle or access to another vehicle. No vehicle shall obstruct the flow of traffic or otherwise create a hazardous condition.

(d) If any vehicle is parked in any portion of the Hotel Deck in violation of this Agreement, Hotel Developer, without prior notice, may have the vehicle towed or booted immediately. If a vehicle is towed or booted in accordance with this subparagraph, neither Hotel Developer nor any officer or agent of Hotel Developer shall be liable to any person for any claim of damage as a result of the towing or booting activity.

3.5 Validation System. The Hotel Developer shall work with the City in good faith to establish a validation system for parking in the Hotel Deck by visitors to Retail/Restaurant Space, under which the occupant of the Retail/Restaurant Space would pay all or a portion of the parking fees charged for such visitors.

3.6 Card Readers. The Hotel Developer shall work with the City in good faith in connection with the establishment by Hotel Developer of a compatible card reader system or similar access and use system to permit controlled and monitored access to the Hotel Deck by monthly parkers.

3.7 Third Party Management. Hotel Developer may, at Hotel Developer’s option and in Hotel Developer’s sole discretion, engage a third party management company or absolutely assign to another party its agency as manager, to manage and operate the Hotel Deck or any portion thereof, which management arrangement may be accomplished through a management agreement, an operating license, a lease, an assignment and assumption of rights, or another document agreed to by the Hotel Developer and the third party management company; provided that such management agreement, lease, license, assignment and assumption or other document shall be subject and subordinate in all respects to this Agreement and the third party

manager shall be subject to the consent of the City, which consent shall not be unreasonably withheld.

3.8 Management Fee. The City shall pay Hotel Developer a management fee equal to four percent (4%) of the gross revenues generated from the operation of the Hotel Deck for the services set forth in this Agreement. Hotel Developer shall be entitled to retain such management fee from payments to the City under Section 5.

4. Use of Dedicated Parking Spaces for City Events. Upon written request of the City not more than one week prior to a “City Event” at the Stadium, if Hotel Developer does not have a convention scheduled or has a convention scheduled for the Hotel/Convention Center that will require less than 100 parking spaces, Hotel Developer (i) shall release 100 Dedicated Parking Spaces if there is no convention scheduled, or (ii) shall release the number of excess parking spaces not needed for the scheduled convention (depending on the size of the convention in question) in the Hotel Deck to the City for use in connection with the City Events at the Stadium. The exact location of such Dedicated Parking Spaces within the Hotel Deck shall be agreed upon by Hotel Developer and the City in their respective, reasonable judgment. The City shall be entitled to 100% of the revenue generated from Dedicated Parking Spaces released by Hotel Developer pursuant to this Section 4. For purposes of this Section 4, a “City Event” shall mean any event, activity or program held at the Stadium that is not a (i) GreenJackets baseball game, (ii) GreenJackets event or (iii) other activity that is not otherwise related to the administration or operation of GreenJacket’s regular business at the Stadium.

5. Ownership Costs and Operating Expenses. The City shall be solely responsible for the Ownership Costs and the Operating Expenses of the Hotel Deck in accordance with the following provisions of this Section 5.

5.1 Ownership Costs. The City shall pay all Ownership Costs directly and the Hotel Developer shall have no obligation to pay or advance Ownership Costs.

5.2 Monthly Payments of Operating Expenses. The City shall pay Operating Expenses to Hotel Developer on a monthly basis as provided in this Section 5.2. Such monthly payments shall, at the election of Hotel Developer, either be (a) based on monthly statements of Operating Expenses to be submitted by the Hotel Developer to the City after the end of each calendar month, setting forth in reasonable detail an accounting of the Operating Expenses for the month, in which case such statements shall be due 30 days after submission, or (b) based on the Hotel Developer’s good faith estimate of Operating Expenses, in which case the City shall pay 1/12th of the estimated Operating Expenses for the year on the first day of each month during the year. Hotel Developer shall be entitled to retain such Operating Expenses from payments to the City under Section 3.3.

5.3 Annual Statements. With reasonable promptness after the end of each calendar year during the term of this Agreement, Hotel Developer shall submit to the City a statement of the total Operating Expenses for such year, setting forth in reasonable detail an accounting of the Operating Expenses for the year. Within 30 days after submission of such statement, the payments by the City to Hotel Developer for Operating Expenses for the year shall be reconciled, and payments or refunds made, on the basis of the annual statement.

5.4 Audit Rights. The City shall have the right from time to time, on a reasonable basis, to audit the books and records of Hotel Developer, and of any third party management company, relating to the operation of the Hotel Deck. Such audit shall be carried out only by the City or by an independent firm of certified public accountants engaged by them, and shall be subject to Hotel Developer's and any third party management company's reasonable audit procedures. No party conducting such an audit shall be compensated on a contingency or other incentive basis. If any such audit establishes that Hotel Developer has misstated the Operating Expenses, corrective entries shall be made on the basis of such audit, and a reconciling payment shall be made promptly by Hotel Developer to the City. The cost of any audit performed pursuant to this Section 5.4 shall be borne by the City, unless the audit establishes an overstatement of Operating Expenses by more than 3%, in which event Hotel Developer shall reimburse the City for the reasonable cost of the audit.

6. Default and Remedies.

6.1 Default Notices. At any time as of which there exists a default by Hotel Developer in the due and punctual payment, performance or observance of any obligation of Hotel Developer under this Agreement, the City may give Hotel Developer a written notice, indicated as being a "Default Notice" under this Section 6.1, identifying such default and specifying a period of time reasonable under the circumstances for the cure of such default; provided that if the City has received written notice of the name and address of a Mortgagee of the Hotel Parcel and/or the improvements thereto, then the City shall also give a copy of such notice to such Mortgagee. At any time as of which there exists a default by the City in the due and punctual payment, performance or observance of any obligation of the City under this Agreement, Hotel Developer may give the City a written notice, indicated as being a "Default Notice" under this Section 6.1, identifying such default and specifying a period of time reasonable under the circumstances for the cure of such default; provided that if Hotel Developer has received written notice of the name and address of a Mortgagee, then Hotel Developer shall also give a copy of such notice to such Mortgagee. Any notice given in accordance with this Section 6.1 is called a "Default Notice." The period of time for cure to be set forth in any Default Notice shall be not shorter than such period of time as is reasonable in light of the nature of the default and the time reasonably required to cure the default.

6.2 Enforcement. Each Party shall have the right to enforce this Agreement in any manner provided by law or equity; provided that neither the City, the Corporation nor Hotel Developer shall have any right to terminate this Agreement or any right granted pursuant to this Agreement by reason of any default by or through Hotel Developer or the City. As the remedy at law for the breach of any of the terms of this Agreement may be inadequate, each enforcing Party shall have a right of temporary and permanent injunction, specific performance and other equitable relief that may be granted in any proceeding brought to enforce any provision hereof, without the necessity of proof of actual damage or inadequacy of any legal remedy. Default under any of the terms of this Agreement which is not cured within the reasonable cure period as specified in the applicable Default Notice shall give a non-defaulting Party a right of action in any court of competent jurisdiction to compel compliance and/or to prevent the default, and the expenses of such litigation shall be borne by the defaulting Party, provided such proceeding confirms the alleged default. Expenses of litigation shall include reasonable attorneys' fees and expenses incurred by the non-defaulting Party in enforcing this Agreement.

6.3 Self-Help. Without limiting the provisions of Section 6.2, (a) should any defaulting Party fail to remedy any default identified in a Default Notice within the reasonable cure period specified in such Default Notice, or (b) should any default under this Agreement exist which (i) constitutes or creates an immediate threat to health or safety, (ii) constitutes or creates an immediate threat of damage to or destruction of property or (iii) is of the same nature as defaults or violations with respect to which two or more Default Notices have been given within the immediately preceding 24 months, then, in any such event, the non-defaulting Party shall have the right, but not the obligation, to take such steps as such non-defaulting Party may elect to cure, or cause to be cured, such default or violation. If a non-defaulting Party cures, or causes to be cured, a default as provided above in this Section 6.3, then there shall be due and payable by the defaulting Party to the non-defaulting Party upon demand the amount of the reasonable costs and expenses incurred by the non-defaulting Party in pursuing such cure, plus interest thereon from the date of demand at the rate of 15% per annum, payable on a daily.

7. Notices. Any notice to be given under this Agreement shall be in writing, shall be addressed to the Party to be notified at the address set forth below or at such other address as each Party may designate for itself from time to time by notice hereunder, and shall be deemed to have been given upon the earlier of (a) the next business day after delivery to a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement, satisfactory with such carrier, made for the payment of such fees, or (b) receipt of notice given by e-mail or personal delivery (provided that any e-mail received after 5:00 p.m. on any day shall be deemed to be received on the next business day):

If to the City: City of North Augusta, South Carolina
Municipal Center
100 Georgia Avenue
North Augusta, South Carolina 29841
Attn: City Administrator

If to the Corporation: North Augusta Public Facilities Corporation
Municipal Center
100 Georgia Avenue
North Augusta, South Carolina 29841
Attn: President

If to Hotel
Developer: Ackerman Greenstone North Augusta, LLC
c/o Ackerman & Co.
10 Glenlake Parkway
South Tower, Suite 1000
Atlanta, GA 30328
Attn: President

and:

c/o Greenstone Enterprises, Inc.
3301 Windy Ridge Parkway, Suite 320
Atlanta, GA 30339

Attn: Christian B. Schoen

8. **No Partnership.** This Agreement shall not be construed to create a partnership or joint venture between the Parties.

9. **Governing Law.** The internal laws of the State of South Carolina shall govern as to the interpretation, validity and effect of this Agreement, without regard to such state's conflict of law principles.

10. **Jurisdiction.** The Parties submit to jurisdiction in the State of South Carolina and agree that any judicial proceeding brought by or against a Party with respect to this Agreement shall be brought in any state or federal court located in Aiken County, South Carolina, which shall have exclusive jurisdiction of controversies arising under this Agreement.

11. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law, but only if and to the extent such enforcement would not materially and adversely frustrate the Parties' essential objectives as expressed herein.

12. **Diligent Performance.** With respect to any duty or obligation imposed on a Party by this Agreement, unless a time limit is specified for the performance of such duty or obligation, it shall be the duty or obligation of such Party to commence and perform the same in a diligent and workmanlike manner and to complete the performance of such duty or obligation as soon as reasonably practicable after commencement of performance.

13. **Entirety of Agreement.** This Agreement, together with the Master Parking Agreement, embodies the entire agreement and understanding of the Parties with respect to the use, management and operation of the Hotel Deck, and supersede all prior agreements, correspondence, arrangements and understandings relating thereto. If there is a conflict between the terms of this Agreement and the terms of the Master Parking Agreement, the terms of this Agreement shall control. This Agreement may be amended or modified only by a written instrument signed by the City, the Corporation and Hotel Developer.

14. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, successors in title and assigns.

15. **Captions.** The captions in this Agreement are included for purposes of convenience only and shall not be considered a part of this Agreement or used in construing or interpreting any provision hereof.

16. **Exhibits.** All exhibits to this Agreement are incorporated herein by reference and made a part hereof, to the same extent as if set out in full herein.

17. **No Waiver.** No waiver of any condition or covenant of this Agreement to be satisfied or performed by a Party shall be deemed to imply or constitute a further waiver of the same or any like condition or covenant, and nothing contained in this Agreement nor any act of a

Party, except a written waiver signed by such Party, shall be construed to be a waiver of any condition or covenant to be performed by the other Party.

18. Construction. No provisions of this Agreement shall be construed against a Party by reason of such Party having drafted such provisions.

19. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original document.

20. Third Party Beneficiaries. This Agreement may be enforced only by the Parties, their successors, successors in title and assigns. Except as set forth in the immediately preceding sentence, there shall be no third party beneficiaries of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

ACKERMAN GREENSTONE NORTH
AUGUSTA, LLC, a Georgia limited liability
company

By: _____
Name: Donald K. Miller
Title: Manager

CITY OF NORTH AUGUSTA, SOUTH
CAROLINA

By: _____
Name: _____
Title: _____

NORTH AUGUSTA PUBLIC FACILITIES
CORPORATION, a South Carolina non-profit
corporation

By: _____
Name: _____
Title: _____

EXHIBIT "A"

Hotel Parcel

All that tract or parcel of land lying and being situate in the City of North Augusta, Aiken County, South Carolina and being more particularly described as follows:

Commencing at a #5 rebar found at the intersection of the southern right of way (r/w) of Railroad Avenue (66' r/w) and the eastern r/w of Esplanade Avenue (50' r/w), said point being the POINT OF BEGINNING;

Thence along the southern r/w of Railroad Avenue South 69 degrees 52 minutes 06 seconds East for a distance of 307.88 feet to a #5 rebar found; thence South 20 degrees 07 minutes 54 seconds West for a distance of 231.97 feet to a #5 rebar found on the northern r/w of Brissie Drive (unopened); thence along the northern r/w of Brissie Drive (62' nominal r/w) North 69 degrees 51 minutes 36 seconds West for a distance of 307.88 feet to a #5 rebar found on the eastern r/w of Esplanade Avenue; thence along the eastern r/w of Esplanade Avenue North 20 degrees 07 minutes 54 seconds East for a distance of 231.93 feet to a #5 rebar found on the southern r/w of Railroad Avenue, said point being the POINT OF BEGINNING,

Containing 1.64 Acres and is more fully shown on a plat prepared for Ackerman Greenstone North Augusta, LLC by Cranston Engineering Group, P.C. dated June 6, 2017, last revised 11/08/2017.

EXHIBIT "B"

Hotel Deck Parcel

All that piece, parcel or tract of land, together with all improvements thereon, situate, lying and being in the City of North Augusta, County of Aiken, State of South Carolina and designated as Parcel E & E2 and containing a combined total of 1.41 acres as shown on that certain Re-subdivision Plat of Parcels B, C, E & K of Ballpark Village at Hammond's Ferry, now known as Riverside Village, prepared for Greenstone Hammond's Ferry, LLC by John M. Bailey, S.C. PLS No. 7399, of John M. Bailey & Associates, P.C., bearing Project No. 15039, dated August 11, 2017, and last revised September 14, 2017, and recorded in the Aiken County Register of Deeds Office on September 21, 2017, in Plat Book 60, Page 178; said plat is incorporated herein by reference thereto, and made part and parcel hereof, and should be referred to for a more complete and accurate description as to the location, metes, bounds and courses of said Parcel E & E2.

EXHIBIT "C"

Location of Dedicated Parking Spaces

The Hotel Developer shall have the right to designate the location of the 280 Dedicated Parking Spaces subject to the City and the Corporation's reasonable approval of such designated location.

EXHIBIT “D”

PUBLIC PARKING RATE TERMS

HOTEL DECK

Standard Parking Rates

Parking Decks: Hourly – Decks 1st 2 hours @\$2 + \$1/hour; max \$10/day; Monthly \$50 non-reserved.

>Project Startup Phase (@6 month): charge only 6-10pm and Event periods +/- 1 hour; 2 hour limit.

Reserved – Monthly @\$35.

Retail/Restaurant Guests

- a. 2 hours free with vendor validation; Standard Daily Rate charges otherwise apply.
- b. Restaurant Valet (non-Event times) \$2/space.

Retail/Restaurant Staff

Standard Daily Rates; monthly spaces available.

Hotel Guests (Hotel Deck)

180 space dedicated area. Standard Daily Rate + \$2 (in/out privileges; \$12 total); 40% to City

Conference (Hotel Deck)

100 space dedicated area, except when released during Stadium events; Standard Daily Rate (\$10); 40% to City.

When released during Stadium events; Standard Daily Rate (\$10); 100% to City.

Exhibit "B"
Copy of Joinder

Cross Reference:
Book RB 4662, Page 837
Aiken County, South Carolina records.

JOINDER AGREEMENT
TO MASTER PARKING FACILITIES OPERATING
AND EASEMENT AGREEMENT

This Joinder Agreement to Master Parking Facilities Operating and Easement Agreement (“Agreement”) is made and entered into as of the ___ day of November, 2017, by and between ACKERMAN GREENSTONE NORTH AUGUSTA, LLC, a Georgia limited liability company (the “Hotel Developer”), GREENSTONE HAMMONDS FERRY, LLC, a South Carolina limited liability company (the “Master Developer”), THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA (the “City”) and NORTH AUGUSTA PUBLIC FACILITIES CORPORATION, a South Carolina non-profit corporation (the “Corporation”).

WITNESSETH

WHEREAS, the City owns that certain parcel of real property described on Exhibit “A” attached hereto (the “Hotel Deck Parcel”)and is leasing such parcel to the Corporation pursuant to that certain Base Lease Agreement dated May 16, 2017, between the City, as lessor, and the Corporation, as lessee;

WHEREAS, the Corporation owns or, upon completion of development and construction, will own, certain structured parking facilities known as the “Hotel Deck” as defined in that certain Master Development Agreement by and among the City, GreenJackets Baseball LLC, a Georgia limited liability company, the Master Developer and the Hotel Developer dated March 15, 2017 (collectively the “Financed Parking Facilities”), which Financed Parking Facilities will be purchased by the City from the Corporation in installments pursuant to that certain Installment Purchase and Use Agreement dated May 16, 2017, between the City and the Corporation;

WHEREAS, the City and the Master Developer have entered into that certain Master Parking Facilities Operating and Easement Agreement dated as of April 25, 2017, and recorded at Book RB 4662, Page 837, Aiken County, South Carolina records, governing the use and operation of the Financed Parking Facilities and the Stadium Deck as defined therein (the “Master Parking Agreement”);

WHEREAS, the City, the Corporation and the Master Developer entered into that certain Master Parking Facilities Operating and Easement Agreement Joinder dated as of April 25, 2017, and recorded at Book RB 4662, Page 1028, Aiken County, South Carolina records, for the purposes set forth therein;

WHEREAS, on or about this date, the City is conveying to Hotel Developer the real property described on Exhibit “B” attached hereto upon which Hotel Developer will construct

the Hotel/Convention Center (the “Hotel Parcel”). The Hotel Parcel is a “Development Parcel” under the Master Parking Agreement.

WHEREAS, the City, the Corporation, Master Developer and Hotel Developer are entering into this Agreement pursuant to Section 4.6 of the Master Parking Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Hotel Developer, the Master Developer, the City and the Corporation agree as follows:

1. Joinder. Hotel Developer joins in the Master Parking Agreement with respect to the Hotel Parcel and assumes the obligations of Master Developer under the Master Parking Agreement with respect to the Hotel Parcel. From and after the date of this Agreement, Hotel Developer shall be subject to, and entitled to the benefit of, the Master Parking Agreement with respect to the Hotel Parcel, and shall be substituted for Master Developer under the Master Parking Agreement as the Master Parking Agreement relates to the Hotel Parcel. Master Developer shall have no rights or obligations under the Master Parking Agreement with respect to the Hotel Parcel accruing from and after the date of this Agreement.

2. Easements for Dedicated Parking Spaces. Master Developer allocates to Hotel Developer, for the benefit of the Hotel Parcel, 280 Dedicated Parking Spaces in the Hotel Deck as depicted on Exhibit B hereto. The City and the Corporation grant to Hotel Developer: (i) an exclusive, perpetual easement, for the benefit of the Hotel Parcel, to use such Dedicated Parking Spaces allocated by Master Developer to Hotel Developer, for parking by users of the Hotel Parcel; and (ii) a non-exclusive, perpetual easement, for the benefit of the Hotel Parcel, in, on, over and across portions of the Hotel Deck designed therefor for vehicular and pedestrian access to and from such Dedicated Parking Spaces by those entitled to use such Dedicated Parking Spaces. Such easements shall be subject to the terms and conditions set forth in Section 4.1 and other applicable provisions of the Master Parking Agreement.

3. Easements for Short-Term Parking. The City and the Corporation grant to Hotel Developer: (i) a non-exclusive, perpetual easement, for the benefit of the Hotel Parcel, to use 70 Short-Term Parking Spaces designated by the City pursuant to Section 4.3(a) of the Master Parking Agreement for Short-Term Parking for Retail/Restaurant Space and parking for Hotel staff on the Hotel Parcel; and (ii) a non-exclusive, perpetual easement, for the benefit of the Hotel Parcel, in, on, over and across portions of the Hotel Deck designed therefor for vehicular and pedestrian access to and from the Short-Term Parking Spaces by those entitled to use the Short-Term Parking Spaces. Such easements shall be subject to the terms and conditions set forth in Sections 4.3, 4.5 and 4.6 and other applicable provisions of the Master Parking Agreement.

4. Easements for Management and Maintenance. The City and the Corporation grant to Hotel Developer, for the benefit of the Hotel Parcel, a non-exclusive, perpetual easement in, on, over and across the Hotel Deck for purposes of the Hotel Developer (or its third party contractors) managing and operating the Hotel Deck and performing maintenance and repair of the Hotel Deck, all as provided in the Parking Operating Agreement dated November __, 2017,

among the Hotel Developer, the City and the Corporation (the “Hotel Deck Parking Agreement”), as it may be amended, modified, restated, supplemented or extended from time to time and any similar successor agreement.

5. Incorporation of Master Parking Agreement. The provisions of the Master Parking Agreement, to the extent applicable to the Hotel Parcel, are incorporated herein by reference; provided, however, that notwithstanding Section 4.1(c) of the Master Parking Agreement to the contrary, Hotel Developer’s share of Operating Expenses, if any, for the Hotel Deck is set forth in the Hotel Deck Parking Agreement.

6. Notice Address. The notice address of Hotel Developer for purposes of Section 9 of the Master Parking Agreement shall be the following, or such other address as Hotel Developer may designate for itself from time to time by notice given in accordance with Section 9 of the Master Parking Agreement:

Ackerman Greenstone North Augusta, LLC
c/o Ackerman & Co.
10 Glenlake Parkway
South Tower, Suite 1000
Atlanta, GA 30328
Attn: President

and:

c/o Greenstone Enterprises, Inc.
3301 Windy Ridge Parkway, Suite 320
Atlanta, GA 30339
Attn: Christian B. Schoen

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and shall run with the land.

8. Captions. The captions in this Agreement are included for purposes of convenience only and shall not be considered a part of this Agreement or used in construing or interpreting any provision hereof.

9. Exhibits. All exhibits to this Agreement are incorporated herein by reference and made a part hereof, to the same extent as if set out in full herein.

10. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original document.

11. Defined Terms. All capitalized terms used in this Agreement which are defined in the Master Parking Agreement and not otherwise defined in this Agreement shall have the meanings given in the Master Parking Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

WITNESSES:

ACKERMAN GREENSTONE NORTH
AUGUSTA, LLC, a Georgia limited liability
company

By: _____
Name: Donald K. Miller
Title: Manager

STATE OF GEORGIA)
)
COUNTY OF _____)

I, the undersigned Notary Public for the State of Georgia, do hereby certify that Donald K. Miller, the Manager of Ackerman Greenstone North Augusta, LLC, a Georgia limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 2017.

Notary Public, State of Georgia
Notary Name Printed: _____
My Commission Expires: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

WITNESSES:

GREENSTONE HAMMONDS FERRY, LLC, a
South Carolina limited liability company

By: _____
Name: Christian B. Schoen
Title: Manager

STATE OF GEORGIA)
)
COUNTY OF _____)

I, the undersigned Notary Public for the State of Georgia, do hereby certify that Christian B. Schoen, the Manager of Greenstone Hammonds Ferry, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 2017.

Notary Public, State of Georgia
Notary Name Printed: _____
My Commission Expires: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

WITNESSES:

CITY OF NORTH AUGUSTA, SOUTH CAROLINA

By: _____
Name: _____
Title: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that _____, the _____ of City of North Augusta, South Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 2017.

Notary Public, State of South Carolina
Notary Name Printed: _____
My Commission Expires: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

WITNESSES:

NORTH AUGUSTA PUBLIC FACILITIES CORPORATION, a South Carolina non-profit corporation

By: _____
Name: _____
Title: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that _____, the _____ of North Augusta Public Facilities Corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 2017.

_____ (SEAL)
Notary Public, State of South Carolina
Notary Name Printed: _____
My Commission Expires: _____

EXHIBIT "A"

Hotel Deck Parcel

All that piece, parcel or tract of land, together with all improvements thereon, situate, lying and being in the City of North Augusta, County of Aiken, State of South Carolina and designated as Parcel E & E2 and containing a combined total of 1.41 acres as shown on that certain Re-subdivision Plat of Parcels B, C, E & K of Ballpark Village at Hammond's Ferry, now known as Riverside Village, prepared for Greenstone Hammond's Ferry, LLC by John M. Bailey, S.C. PLS No. 7399, of John M. Bailey & Associates, P.C., bearing Project No. 15039, dated August 11, 2017, and last revised September 14, 2017, and recorded in the Aiken County Register of Deeds Office on September 21, 2017, in Plat Book 60, Page 178; said plat is incorporated herein by reference thereto, and made part and parcel hereof, and should be referred to for a more complete and accurate description as to the location, metes, bounds and courses of said Parcel E & E2.

EXHIBIT "B"

Hotel Parcel

All that tract or parcel of land lying and being situate in the City of North Augusta, Aiken County, South Carolina and being more particularly described as follows:

Commencing at a #5 rebar found at the intersection of the southern right of way (r/w) of Railroad Avenue (66' r/w) and the eastern r/w of Esplanade Avenue (50' r/w), said point being the POINT OF BEGINNING;

Thence along the southern r/w of Railroad Avenue South 69 degrees 52 minutes 06 seconds East for a distance of 307.88 feet to a #5 rebar found; thence South 20 degrees 07 minutes 54 seconds West for a distance of 231.97 feet to a #5 rebar found on the northern r/w of Brissie Drive (unopened); thence along the northern r/w of Brissie Drive (62' nominal r/w) North 69 degrees 51 minutes 36 seconds West for a distance of 307.88 feet to a #5 rebar found on the eastern r/w of Esplanade Avenue; thence along the eastern r/w of Esplanade Avenue North 20 degrees 07 minutes 54 seconds East for a distance of 231.93 feet to a #5 rebar found on the southern r/w of Railroad Avenue, said point being the POINT OF BEGINNING,

Containing 1.64 Acres and is more fully shown on a plat prepared for Ackerman Greenstone North Augusta, LLC by Cranston Engineering Group, P.C. dated June 6, 2017, last revised 11/08/2017.

EXHIBIT "C"

Dedicated Parking Spaces

The Hotel Developer shall have the right to designate the location of the 280 Dedicated Parking Spaces subject to the City and the Corporation's reasonable approval of such designated location.

ORDINANCE NO. 2017-21

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO AGREEMENTS TO PROVIDE FOR THE SALE OF REAL PROPERTY TO ACKERMAN GREENSTONE NORTH AUGUSTA, LLC (THE "HOTEL DEVELOPER"), A GROUND LEASE FROM THE HOTEL DEVELOPER TO THE CITY, AND A SUBLEASE WITH RESPECT TO THE CONFERENCE FACILITIES FROM THE CITY TO THE HOTEL DEVELOPER; AND OTHER MATTERS RELATED THERETO

WHEREAS, the City of North Augusta, South Carolina (the "City") has previously entered into a Master Development Agreement dated March 15, 2017 (the "Master Development Agreement"), by and among the City, GreenJackets Baseball, LLC, the Hotel Developer and Greenstone Hammond's Ferry, LLC ("Greenstone") to provide for the development of Project Jackson; and

WHEREAS, by the authority of and provisions contained in Ordinance No. 2017-05 of the City Council of the City of North Augusta (the "City Council"), the governing body of the City, enacted on May 15, 2017 ("Ordinance 2017-05"), the City purchased from Greenstone a portion of real property consisting of approximately 1.78 acres (the "Hotel Land") to provide for the construction of a portion of Project Jackson on such land (such land as more particularly described at Exhibit "A" attached hereto); and

WHEREAS, the City and other parties entered into various financing documents, including a Trust Agreement dated May 16, 2017, by and between the North Augusta Public Facilities Corporation and U.S. Bank National Association (the "Trust Agreement"), to provide for financing of a portion of the costs of Project Jackson; and

WHEREAS, with the current development of Project Jackson and to fulfill the requirements under both the Master Development Agreement and the Trust Agreement, the City intends to (i) sell the Hotel Land to the Hotel Developer, (ii) enter into a Ground Lease Agreement with the Hotel Developer (the "Ground Lease") to provide for the Hotel Developer to ground lease an interest in the Hotel Land back to the City together with the conveyance of ownership of the Conference Facilities (as defined in the Master Development Agreement), (iii) enter into a Sublease Agreement with the Hotel Developer (the "Sublease" and together with the Ground Lease, the "Leases") to sublease to the Hotel Developer the space comprised of the Conference Facilities and to provide for terms and conditions relating to the operation of the Conference Facilities, along with certain basic terms related to the operation of the Hotel (as defined in the Master Development Agreement) in which such Conference Facilities are located, and (iv) enter into an Owner-Developer Agreement (Development and Construction of Conference Facilities) among the Corporation, the City and the Hotel Developer, with respect to the development and construction of the Conference Facilities, as separately approved by City Council pursuant to Resolution No. 2017-44 (the "Conference Facilities Agreement"); and

WHEREAS, the City Council has received and reviewed (i) the Ground Lease, which is attached hereto, marked Exhibit "B" and incorporated herein by this

reference, and (ii) the Sublease, which is attached hereto, marked as Exhibit “C” and incorporated herein by this reference; and

WHEREAS, pursuant to the requirements of the Master Development Agreement, the Mayor and the City Administrator have reviewed the Leases and the Conference Facilities Agreement, specifically in relation to any terms set forth in Exhibits G and H attached to the Master Development Agreement and have determined that any deviations from details and material terms as set forth in such Exhibits G and H are satisfactory and they recommend the approval of any such deviations; and

WHEREAS, the City is mindful of the criteria set forth by the South Carolina Supreme Court in Byrd v. Florence County in determining when an economic development project constitutes a public purpose; in that case, as further developed in Nichols v. South Carolina Research Authority, the Court set forth a four-point standard for local governments providing economic development incentives: (1) the ultimate goal or benefit to the public; (2) whether public or private parties will be the primary beneficiaries; (3) the speculative nature of the project; and (4) the probability that the public interest will be served (collectively, the “Nichols Test”); and

WHEREAS, the City has determined that (i) the sale of the Hotel Land from the City to the Hotel Developer, and (ii) the entering into and execution of the Leases will allow the City to fulfill obligations under the terms of the Master Development Agreement and that it is in the best interest of the City to sell the Hotel Land and enter into the Leases.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of North Augusta, in meeting duly assembled and by the authority thereof, that:

1. The City approves the sale of the Hotel Land to the Hotel Developer and, in accordance with the Nichols Test, in the negotiation of the consideration for the conveyance thereof, the Mayor and City Administrator are directed to take into account that the ultimate goal in the conveyance is the development of a Hotel in accordance with the Master Development Agreement to benefit the City and stimulate economic development in the City, that the public is the ultimate beneficiary of the conveyance through the stimulation of economic development and the overall consummation of Project Jackson, that the conveyance is part of a definite and concrete plan of public and private development and the success of the Hotel will in large measure drive the overall benefit to the public from Project Jackson which the City finds to be substantial, and that the public interest will be served through the transformational redevelopment of the City’s river front through the development of the Hotel as part of Project Jackson. The City authorizes the Mayor and the City Administrator to value such considerations at not more than \$500,000 in negotiating the consideration of the Hotel Land.
2. The City approves the Leases, and in regard to the consideration for the Leases, and in accordance with the Nichols Test, the City finds that it has taken into account that the ultimate goal of the Leases is the development of a Hotel and a

vibrant conference facility in accordance with the Master Development Agreement to benefit the City and stimulate economic development in the City, that the public is the ultimate beneficiary of the Leases through the availability of the conference center and the stimulation of economic activity in the City and the overall success of Project Jackson, that the Leases are part of a definite and concrete plan of public and private development and the success of the conference facility will in large measure drive the overall benefit to the public from Project Jackson which the City finds to be substantial, and that the public interest will be served through the transformational redevelopment of the City's river front through the development of the Hotel and conference facilities as part of Project Jackson.

3. The Leases and the Conference Facilities Agreement collectively constitute a "Hotel Project Agreement" and/or a "Conference Facilities Agreement", as applicable, as such terms are defined in the Master Development Agreement, and, except as specifically provided therein, are consistent with the details and material terms set forth in Exhibits G and H attached to the Master Development Agreement, but it is specifically acknowledged and confirmed by this ordinance that (a) any deviations from such details and material terms have been reviewed and approved by the Mayor and the City Administrator and (b) this provision of this ordinance satisfies the requirement under the Master Development Agreement that such approval of such deviations by the Mayor and City Administrator be manifested by adoption of a resolution of the City Council at a meeting duly called.
4. The City Administrator and the Mayor are each hereby authorized to (a) make such arrangements to provide for the sale of the Hotel Land to the Hotel Developer, including the negotiation, entering into and execution of any documents, agreements or instruments that may be required to finalize such sale, (b) provide for the further revisions and/or amendments to the Leases as either or both of them shall deem necessary or prudent, so long as the substance of such documents remains consistent with the forms presented at this meeting, and (c) execute the Leases on behalf of the City.
5. The City Administrator and Mayor are each hereby authorized to approve, execute and deliver (or cause to be duly executed and delivered) such further documents, agreements or instruments and do or cause to be done such further acts as either or both of them may deem, upon the advice of counsel, to be reasonably necessary or proper to carry out more effectively the provisions and purposes of this ordinance, the Leases and the sale of the Hotel Land.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE
CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS THE 13TH DAY OF NOVEMBER, 2017.

Robert A. Pettit, Mayor

ATTEST:

Donna B. Young, City Clerk

Exhibit "A"

Legal Description of Hotel Land

All that tract or parcel of land lying and being situate in the City of North Augusta, Aiken County, South Carolina and being more particularly described as follows:

Commencing at a #5 rebar found at the intersection of the southern right of way (r/w) of Railroad Avenue (66' r/w) and the eastern r/w of Esplanade Avenue (50' r/w), said point being the POINT OF BEGINNING;

Thence along the southern r/w of Railroad Avenue South 69 degrees 52 minutes 06 seconds East for a distance of 307.88 feet to a #5 rebar found; thence South 20 degrees 07 minutes 54 seconds West for a distance of 231.97 feet to a #5 rebar found on the northern r/w of Brissie Drive (unopened); thence along the northern r/w of Brissie Drive (62' nominal r/w) North 69 degrees 51 minutes 36 seconds West for a distance of 307.88 feet to a #5 rebar found on the eastern r/w of Esplanade Avenue; thence along the eastern r/w of Esplanade Avenue North 20 degrees 07 minutes 54 seconds East for a distance of 231.93 feet to a #5 rebar found on the southern r/w of Railroad Avenue, said point being the POINT OF BEGINNING,

Containing 1.64 Acres and is more fully shown on a plat prepared for Ackerman Greenstone North Augusta, LLC by Cranston Engineering Group, P.C. dated June 6, 2017, last revised 11/08/2017.

Exhibit "B"
Copy of Ground Lease

GROUND LEASE AGREEMENT

between

ACKERMAN GREENSTONE NORTH AUGUSTA, LLC
as lessor

and

CITY OF NORTH AUGUSTA, SOUTH CAROLINA
as lessee

Dated as of _____, 2017

INDEX

[TO BE COMPLETED WHEN FORM OF DOCUMENT IS FINAL]

Page

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1.	Definitions of Words and Terms.....	
Section 1.2.	Rules of Construction	
Section 1.3.	Accounting Terms.....	

ARTICLE II
REPRESENTATIONS

Section 2.1.	Representations by the Lessor.....	
Section 2.2.	Representations by the Lessee	

ARTICLE III
LEASE OF THE 2017 REAL PROPERTY AND CONVEYANCE OF IMPROVEMENTS

Section 3.1.	Transfer of Facilities and Lease of the Real Property; Easements.....	
Section 3.2.	Construction of the Facilities	
Section 3.3.	Assignments, Subleases and Mortgages	
Section 3.4.	Rent and Other Consideration.....	
Section 3.5.	Taxes and Insurance.....	
Section 3.6.	Operation.....	
Section 3.7.	Subordination and Attornment.....	
Section 3.8.	Estoppel Certificate.....	

ARTICLE IV
TERMINATION

Section 4.1.	Termination.....	
Section 4.2.	Default by the Lessee	
Section 4.3.	Quiet Enjoyment	
Section 4.4.	No Merger	
Section 4.5.	Maintenance of Premises	

ARTICLE V
CONTROL OF 2017 Real Property AND
FACILITIES DURING GROUND LEASE TERM

Section 5.1.	Control of Real Property and Facilities During Ground Lease Term	
--------------	--	--

ARTICLE VI
MISCELLANEOUS

Section 6.1. Covenants Running with the Real Property
Section 6.2. Binding Effect
Section 6.3. Severability
Section 6.4. Amendment, Changes and Modifications
Section 6.5. Execution in Counterparts.....
Section 6.6. Applicable Law
Section 6.7. Captions
Section 6.8. Notices
Section 6.9. Compliance
Section 6.10. Memorandum of Lease

EXHIBIT A – Legal Description of the Hotel Property and the Real Property A-1
EXHIBIT A-1 – Floor Plan Depicting the Conference Facilities A-1-1
EXHIBIT B – Form of Supplement to Ground Lease Agreement.....B-1
EXHIBIT C – Form of Memorandum of LeaseC-1

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT dated as of _____, 2017 (this “*Ground Lease*”) made and entered into by and between ACKERMAN GREENSTONE NORTH AUGUSTA, LLC, a limited liability company duly organized and existing under the laws of the State of Georgia (the “*Lessor*”), as lessor, and the CITY OF NORTH AUGUSTA, SOUTH CAROLINA, a political subdivision of the State of South Carolina (the “*Lessee*”), as lessee,

WITNESSETH:

WHEREAS, the Lessor is the owner in fee simple of that certain tract of real property described on Exhibit A attached hereto (the “*Real Property*”); and

WHEREAS, pursuant to Sections 31-6-10 to 31-6-120, inclusive, Code of Laws of South Carolina, 1976, as amended (being known as the “*Tax Increment Financing Law*”, and hereinafter referred to as the “*TIF Act*”), the Lessee has previously designated certain areas along the Savannah River (the “*TIF District*”) to be a “blighted area” or a “conservation area” within the meaning of the TIF Act, entitling the Lessee to take certain actions with respect to the development and associated financing of the TIF District as more fully set forth in the TIF Act; and

WHEREAS, the Real Property is located within the TIF District; and

WHEREAS, the legislature of the State of South Carolina has enacted the “South Carolina Local Government Development Agreement Act” as set forth in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina, 1976, as amended (the “*Act*”); and

WHEREAS, the Act recognizes that “The lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning.” S.C. Code Ann. § 6-31-10(B)(1); and

WHEREAS, the Act also states: “Development agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the Development Agreement or in any way hinder, restrict, or prevent the development of the project. Development Agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State.” S.C. Code Ann. § 6-31-10 (B)(6); and

WHEREAS, the Act further authorizes local governments, including city governments, to enter into Development Agreements with owners of real property to accomplish these and other

goals as set forth in Section 6-31-10 of the Act; and

WHEREAS, the Lessor and the Lessee, together with Greenjackets Baseball LLC and Greenstone Hammond's Ferry, LLC, have, pursuant to the Act, entered into that certain Master Development Agreement dated March 15, 2017 and recorded on March 28, 2017 in Book 4654, Page 723 in the Aiken County, South Carolina records, with respect to certain property located within the TIF District, including the Real Property (the "**Master Development Agreement**"); and

WHEREAS, the Master Development Agreement contemplates that the Lessee will cause the issuance from time to time of obligations to finance the City Financed Projects, as such term is defined in the Master Development Agreement (the "**Bonds**"), which Bonds shall be payable, directly or indirectly, in whole or in part, from the incremental tax revenues derived from the TIF District and deposited to the special tax allocation fund in accordance with and pursuant to the TIF Act; and

WHEREAS, the Master Development Agreement contemplates that the Lessor and the Lessee will enter into one or more development agreements with respect to the ownership, financing and operation of a conference center to be constructed upon the Real Property in conjunction with the construction of a hotel building on the Hotel Property and with respect to the ownership, financing and operation of the Facilities (as such term is hereinafter defined); and

WHEREAS, pursuant to the Master Development Agreement, the Lessor and the Lessee have entered into that certain Owner-Developer Agreement (Lump Sum Agreement) dated _____, 2017 with respect to the development and construction of the Facilities (the "**Conference Center Development Agreement**"); the Master Development Agreement and the Conference Center Development Agreement are sometimes collectively referred to hereinafter as the "**Development Agreements**"); and

WHEREAS, the Development Agreements contemplate that the Facilities are a City Financed Project and that the proceeds of the Bonds will be used to fund the construction of the Facilities; and

WHEREAS, the Lessor desires to lease the Real Property to the Lessee as provided herein, and the Lessee desires to lease the Real Property from the Lessor;

WHEREAS, the parties desire to enter into this Ground Lease in order to achieve the foregoing purposes;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements, including the payment of the Ground Lease Rent herein set forth, the Lessor and the Lessee do hereby covenant and agree as follows:

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

SECTION 1.1. Definitions of Words and Terms. Capitalized terms not otherwise defined herein are used with the meanings provided therefor in the Development Agreements, unless some other meaning is plainly intended. In addition, the following terms shall have the meanings set forth below, unless some other meaning is plainly intended:

“Conference Center” means the Real Property and the Facilities combined.

“Conference Center Sublease and Operating Agreement” means that certain space lease pursuant to which Lessee leases to Lessor the Conference Center for the Ground Lease Term and provides for the operation of the Conference Center by Lessor.

“Council” means the City Council of the Lessee, as the governing body of the Lessee, and any successor body.

“Facilities” means the conference facilities, meeting spaces and related facilities consisting of approximately 9,859 gross square feet to be constructed by the Lessor as agent for the Lessee in accordance with the terms of the Conference Center Sublease and Operating Agreement on the first floor of the Hotel, as more specifically shown as cross-hatched on Exhibit A-1 hereto. The Facilities shall consist of the space, and the content of the space, bounded by and contained within the lower, upper and vertical boundaries thereof, which lower, upper and vertical boundaries are, for the purposes of this Ground Lease, more particularly defined as follows: (a) the lower horizontal boundary of the Facilities shall be the plane formed by the exterior surface of the floor located within the Real Estate and shall include all foundations and footings within the Real Estate; (b) the upper horizontal boundary of the Facilities shall be the plane formed by the unfinished surface of the flooring on the second floor of the Hotel (*i.e.*, the ceiling structure above the Real Estate up to the unfinished flooring on the second floor shall be part of the Facilities); and (c) the vertical boundaries of the Facilities shall be the planes formed by boundaries of the Real Estate, including any exterior walls, doors, and windows located within, or immediately adjacent to, the boundaries of the Real Estate, to the point of intersection with the upper and lower horizontal boundaries.

“Ground Lease Rent” means the amount set forth in Section 3.4 of this Ground Lease.

“Ground Lease Term” means the term of this Ground Lease, which commences on the date of this Ground Lease and ends on the earlier to occur of (a) midnight on November 1, 2048, or (b) the date the Bonds are fully repaid.

“Hotel” means the hotel building to be constructed on the Hotel Property.

“Hotel Property” means the real property described as the Hotel Property in Exhibit A hereto.

“Lessee” means the City of North Augusta, South Carolina, and its successors and assigns.

“*Lessor*” means Ackerman Greenstone North Augusta, LLC, a limited liability company duly organized and existing under the laws of the State of Georgia, and its successors and assigns.

“*Memorandum of Lease*” means a memorandum of this Ground Lease substantially in the form attached hereto as Exhibit C executed by the Lessor and the Lessee and to be recorded in the Office of the Aiken County, South Carolina RMC Office.

“*Ordinance*” means the Ordinance enacted by the Council on _____, 201__, authorizing the Lessee’s execution and delivery of this Ground Lease.

“*Real Property*” means the real property described as the Real Property in Exhibit A hereto.

“*State*” means the State of South Carolina.

SECTION 1.2. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

The table of contents hereto and the headings and captions herein are not a part of this document.

SECTION 1.3. Accounting Terms. Accounting terms used herein and not otherwise specifically defined shall have the meaning ascribed to such terms by accounting principles generally accepted in the United States as from time to time in effect.

[END OF ARTICLE I]

**ARTICLE II
REPRESENTATIONS**

SECTION 2.1. Representations by the Lessor. The Lessor represents, warrants and covenants as follows:

(a) The Lessor is a limited liability company duly organized and existing under the laws of the State of Georgia.

(b) The Lessor has full power and authority to enter into the transactions contemplated by this Ground Lease and to carry out its obligations hereunder.

(c) Neither the execution and delivery of this Ground Lease, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Lessor is now a party or by which the Lessor is bound.

(d) The Lessor is the fee owner of the Real Property, subject to all matters of record as of the date of this Ground Lease.

SECTION 2.2. Representations by the Lessee. The Lessee represents, warrants and covenants as follows:

(a) The Lessee is a political subdivision of the State.

(b) The Council has full power and authority to enact the Ordinance and the Lessee has full power and authority to enter into the transactions contemplated by this Ground Lease and to carry out its obligations hereunder.

(c) Neither the execution and delivery of this Ground Lease, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Lessee is now a party or by which the Lessee is bound.

(d) The Lessee has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby the Lessor's interests in the Real Property and the Facilities shall be or may be impaired, changed or encumbered in any manner whatsoever except as permitted by this Ground Lease.

[END OF ARTICLE II]

ARTICLE III
LEASE OF THE REAL PROPERTY AND CONVEYANCE OF IMPROVEMENTS

SECTION 3.1. Lease of the Real Property; Easements. The Lessor hereby demises and leases to the Lessee and the Lessee hereby leases from the Lessor the Real Property for a term which ends on the expiration of the Ground Lease Term for the rentals and other consideration set forth in Section 3.4 hereof and in accordance with the provisions of this Ground Lease; provided however, that the Lessor reserves an easement for the use of (i) all air rights and improvements above the ceiling of the Facilities, together with an easement for the support of such floors, including without limitation all floors of the Hotel that are located above the Facilities, and neither the Facilities nor the Real Property shall include any such air rights or improvements and (ii) any other portions of the Hotel that are not part of the Facilities. The parties hereto agree, if either so requests following the completion of the construction of the Facilities, to amend Exhibit A to this Ground Lease by the execution of a Supplement to Ground Lease Agreement, in substantially the form of Exhibit B attached hereto, to describe more specifically the as-built location of the Real Property and the Facilities. Further, for the Ground Lease Term, Lessor and Lessee each grant to the other a reciprocal easement for access to and through the Hotel and the Facilities and over the lobbies, entrances, stairs, corridors, and other public portions of the Hotel and the Facilities, as reasonably necessary for the use, operation and enjoyment of the Hotel and the Facilities, as well a reciprocal easement for the installation, use, maintenance, repair and replacement of any necessary utility lines for the use, operation and enjoyment of the Hotel and the Facilities, provided the same shall be located above the finished ceiling, within finished walls and/or below the finished surface of any floors unless otherwise mutually agreed by Lessor and Lessee in writing.

SECTION 3.2. Construction and Ownership of the Facilities. Pursuant to the terms of the Development Agreements, the Lessor, as agent for the Lessee, will design, acquire, construct and equip the Facilities, subject to Lessee's obligation to pay the Conference Center Cost (as defined below). Subject to Section 4.6 hereof, the Lessee shall own all materials and equipment acquired for the Facilities from and after the date of the purchase thereof and shall own the Facilities from and after the construction thereof. Until any acquisition by the Lessor pursuant to the option under Article IV hereof, title to the Facilities at all times shall be in the Lessee, and the Lessor shall have no ownership interest therein.

SECTION 3.3. Assignments, Subleases and Mortgages. Contemporaneously with the execution and delivery of this Ground Lease, Lessor and Lessee have entered into the Conference Facilities Sublease and Operating Agreement, pursuant to which Lessor will operate and manage the Conference Center following completion of construction of the same. Except for the Conference Facilities Sublease and Operating Agreement and except as specifically provided below in this Section 3.3, the Lessee may not (a) mortgage or otherwise encumber or assign its rights under this Ground Lease, (b) lease, assign, transfer or otherwise dispose of its interest in the Real Property or the Facilities or any portion thereof or (c) remove, modify or alter the Real Property or the Facilities, without the written consent of both the Lessor and any Mortgagee, which consent shall not be unreasonably withheld. In the event that the Conference Facilities Sublease and Operating Agreement expires or is terminated prior to the expiration of the Ground Lease Term for any reason other than the default of Lessee hereunder, then, subject to any rights

set forth in the Conference Facilities Sublease and Operating Agreement for the benefit of any lender to the sublessee under the Conference Facilities Sublease and Operating Agreement, Lessee may freely (a) mortgage or otherwise encumber or assign its rights under this Ground Lease, or (b) lease, assign, transfer or otherwise dispose of its interest in the Real Property or the Facilities or any portion thereof, without the consent of the Lessor. Except for the assignment of Lessor's interest in this Ground Lease to a Mortgagee or in conjunction with the transfer of fee simple title to the Hotel Property, Lessor may not assign its interest in this Ground Lease without the prior written consent of Lessee and any Mortgagee, which consents shall not be unreasonably withheld. In the event that the Conference Facilities Sublease and Operating Agreement expires or is terminated prior to the expiration of the Ground Lease Term, then, subject to any rights set forth in the Conference Facilities Sublease and Operating Agreement for the benefit of any lender to the sublessee under the Conference Facilities Sublease and Operating Agreement, Lessee shall have the right to secure the Conference Center, and the Lessor shall have the right to secure the remainder of the Hotel Property, by locking doors and constructing reasonably attractive barricades, subject to the easements granted or reserved in this Ground Lease and further subject to compliance with all life-safety codes and other governmental ordinances and requirements.

SECTION 3.4. Rent and Other Consideration. As and for rental hereunder and in consideration for the leasing of the Real Property to the Lessee hereunder, the Lessee agrees to pay to the Lessor an annual amount of Ground Lease Rent of One Dollar per year. The Lessor hereby acknowledges receipt from the Lessee, on the date hereof, of the Ground Lease Rent due with respect to the Ground Lease Term.

SECTION 3.5. Taxes. The Lessor shall pay and have responsibility for all taxes on the Real Property and the Facilities, including, without limitation, any special assessments which may be levied on the Real Property by the Municipal Improvement District overlaying all or a portion of the Real Property.

SECTION 3.6. Operation. Except as otherwise agreed by Lessor and Lessee in each party's reasonable discretion, the Facilities shall be used only for the hosting of conferences, meetings and other gatherings typically held in hotel conference facilities and for no other purpose. Management and catering with respect to the Facilities shall be subject to terms and conditions set forth in the Conference Facilities Sublease and Operating Agreement. The Facilities shall always be operated in compliance with all applicable governmental rules, regulations and orders.

SECTION 3.7. Subordination and Attornment. This Ground Lease and all rights of the Lessee hereunder are and shall be subject and subordinate to any mortgage, deed of trust or other instrument in the nature thereof (each, a "*Mortgage*") which may now or hereafter affect the Lessor's fee title to the Real Property, provided that (i) the holder (each, a "*Mortgagee*") of any Mortgage agrees that in the event that such holder forecloses such Mortgage or becomes the fee simple owner of the Real Property pursuant to a deed in lieu of foreclosure, then, subject to the terms of this Ground Lease, this Ground Lease shall continue in full force and effect and the Lessee's possession of the Real Property shall not be disturbed, and (ii) Lessee agrees that if the Mortgagee also has a first priority mortgage, deed of trust or other instrument in the nature thereof on the Lessor's interests under the Conference Facilities Sublease and Operating

Agreement, the Conference Facilities Sublease and Operating Agreement shall continue in full force and effect as a sublease between Lessee and the Mortgagee and the Mortgagee's rights under the Conference Facilities Sublease and Operating Agreement shall not be disturbed. The foregoing subordination shall be self-operative, but the Lessee shall, within ten (10) days of the Lessee's receipt of a written request from the Lessor, execute, acknowledge and deliver to the Lessor and/or the Mortgagee a subordination, non-disturbance and attornment agreement on such a form reasonably acceptable to the Lessee to evidence such subordination. If the Mortgagee, or any other person or entity succeeding to the interest of the Mortgagee, or the purchaser at a foreclosure sale, shall hereafter succeed to the rights of the Lessor under this Ground Lease, the Lessee shall attorn to and recognize such successor as the Lessee's landlord under this Ground Lease without any change in the terms or provisions of this Ground Lease and, if the Mortgagee also has a first priority mortgage, deed of trust or other instrument in the nature thereof on the Lessor's interests under the Conference Facilities Sublease and Operating Agreement and the Mortgagee, or any other person or entity succeeding to the interest of the Mortgagee, or the purchaser at a foreclosure sale, shall hereafter succeed to the rights of the Lessor under this Ground Lease, such successor shall attorn to and recognize Lessee as such successor's landlord under the Conference Facilities Sublease and Operating Agreement without any change in the terms or provisions of the Conference Facilities Sublease and Operating Agreement.

Notwithstanding the foregoing provisions of this Section 3.7 to the contrary, Lessor acknowledges and agrees that Lessor shall not have the right to (i) enter into any so-called "open-ended" Mortgages secured by the Real Property, (ii) pledge its interest in this Ground Lease as security for any Mortgage which is also secured by any real property other than the Real Property, or (iii) encumber the Real Property with any Mortgages which, in the aggregate, exceed the sum of (x) the full insurable replacement value of the Hotel and (y) the Conference Center Cost, as defined below.

SECTION 3.8. Estoppel Certificate. Within ten (10) days after request by the Lessor, the Lessee agrees to execute and deliver to the Lessor an estoppel certificate addressed to the Lessor and any Mortgagee (or proposed Mortgagee) or assignee of the Lessor's interest in, or any purchaser of, the Real Property or any part thereof, certifying (if such be the case) that this Ground Lease is unmodified and is in full force and effect (and if there have been modifications, that the same is in full force and effect as modified and stating said modifications); certifying that there are no defenses or offsets against the enforcement thereof or stating those claimed by the Lessee; stating the date to which Ground Lease Rent and other charges have been paid; and certifying that there are no events of default or events or conditions which, with the giving of notice or passage of time, would be an event of default under this Ground Lease. Such certificate shall also include such other information as may reasonably be required by the Lessor. Any such certificate may be relied upon by the Lessor and any Mortgagee, proposed Mortgagee, assignee, purchaser and any other party to whom such certificate is addressed.

Within ten (10) days after request by the Lessee, the Lessor agrees to execute and deliver to the Lessee an estoppel certificate addressed to the Lessee or its designee, certifying (if such be the case) that this Ground Lease is unmodified and is in full force and effect (and if there have been modifications, that the same is in full force and effect as modified and stating said modifications); certifying that there are no defenses or offsets against the enforcement thereof or

stating those claimed by the Lessor; stating the date to which Ground Lease Rent and other charges have been paid; and certifying that there are no events of default or events or conditions which, with the giving of notice or passage of time, would be an event of default under this Ground Lease. Such certificate shall also include such other information as may reasonably be required by the Lessee. Any such certificate may be relied upon by the Lessee and any other party to whom such certificate is addressed.

SECTION 3.9. Commercial General Liability Insurance. During the Ground Lease Term, the Lessor shall carry and maintain, at its sole cost and expense, commercial general liability insurance on an occurrence form, including contractual liability, personal and bodily injury, and property damage insurance, on the Conference Center, with a combined single limit in an amount sufficient to protect the Lessor and the Lessee, but in no event will such insurance be in an amount less than a combined single limit of \$2,000,000 per occurrence and an aggregate limit of \$4,000,000. The Lessee, its successors and assigns, shall be named as an additional insured under said insurance. The Lessor shall provide the Lessee with a certificate of insurance evidencing such coverage at the execution of this Ground Lease and thereafter no less than thirty (30) days prior to each policy's expiration. Said insurance shall contain a clause stating that there shall be no reduction, cancellation, or non-renewal of coverage without giving the Lessee thirty (30) days prior written notice, and in the event it is not possible to obtain such a clause, Lessor shall provide Lessee with not less than thirty (30) days prior written notice of any reduction, cancellation, or non-renewal of coverage with respect to Lessor's insurance. Such insurance shall also be endorsed to provide that the insurance shall be primary to and not contributory to any similar insurance carried by Lessee and which relate to Lessor's negligence and/or obligations hereunder, and shall contain a severability of interest clause. The Lessor's insurer shall have an A.M. Best rating of at least A- VII.

SECTION 3.10. Property Insurance. During the Ground Lease Term, the Lessor shall, at its sole cost and expense, maintain property insurance ("**Property Insurance**") as described in this Section.

(a) During the period of construction of the Facilities during Ground Lease Term, the Lessor shall carry and maintain, or cause its contractor to carry and maintain, at its sole cost and expense, builder's risk property insurance insuring the Conference Center, including any permanent improvements installed affixed to the Conference Center, for perils covered by the causes of loss - special form (all risk) and flood. Such insurance shall be written on a replacement cost basis with an agreed value equal to the full insurable replacement value of the foregoing. Said policy shall name the Lessor (or any Mortgagee of Lessor) and Lessee as loss payees, as their interests may appear. The Lessor shall provide the Lessee with a certificate of insurance evidencing such coverage prior to the execution of this Ground Lease and thereafter no less than ten (10) days prior to said policy's expiration. Said insurance shall contain a clause stating that there shall be no reduction, cancellation, or non-renewal of coverage without giving the Lessee thirty (30) days prior written notice, and in the event it is not possible to obtain such a clause, Lessor shall provide Lessee with not less than thirty (30) days prior written notice of any reduction, cancellation, or non-renewal of coverage with respect to Lessor's insurance. The Lessor's insurers shall have an A.M. Best rating of at least A- VII.

(b) After construction and during the Ground Lease Term, the Lessor shall carry and maintain, at its sole cost and expense, property insurance insuring the Conference Center, including any permanent improvements installed or affixed to the Conference Center, for perils covered by the causes of loss - special form (all risk) including loss of rents and flood. Such insurance shall be written on a replacement cost basis with an agreed value equal to the full insurable replacement value of the foregoing. Said policy shall name the Lessor (or any Mortgagee of Lessor) and Lessee as loss payees, as their interests may appear. The Lessor shall provide the Lessee with a certificate of insurance evidencing such coverage prior to the execution of this Ground Lease and thereafter no less than ten (10) days prior to said policy's expiration. Said insurance shall contain a clause stating that there shall be no reduction, cancellation, or non-renewal of coverage without giving the Lessee thirty (30) days prior written notice, and in the event it is not possible to obtain such a clause, Lessor shall provide Lessee with not less than thirty (30) days prior written notice of any reduction, cancellation, or non-renewal of coverage with respect to Lessor's insurance. The Lessor's insurers shall have an A.M. Best rating of at least A- VII.

(c) Anything in this Ground Lease to the contrary notwithstanding, the Lessor and the Lessee each hereby waives any and all rights of recovery, claim, action or cause of action against the other for any loss or damage that may occur to the Conference Center or any improvements thereto, or any personal property of the Lessor or the Lessee, arising from any cause that (a) would be insured against under the terms of any property insurance required to be carried this Ground Lease; or (b) is insured against under the terms of any property insurance actually carried, regardless of whether the same is required this Ground Lease. The foregoing waiver shall apply regardless of the cause or origin of such claim, including but not limited to the negligence of a party, or such party's agents, officers, employees or contractors. The foregoing waiver shall not apply if it would have the effect, but only to the extent of such effect, of invalidating any insurance coverage of the Lessor or the Lessee. Each party shall cause its property insurer to include a waiver of subrogation within its property policy consistent with the foregoing.

SECTION 3.11. Damage or Destruction. In the event of fire or other cause or casualty damage to the Conference Center, provided this Ground Lease is not terminated pursuant to the terms of this Section and is otherwise in full force and effect, the Lessor shall proceed diligently to restore the Conference Center to substantially its condition prior to the occurrence of the damage and, subject to the terms of any Mortgage, may use the property insurance proceeds carried pursuant to this Article for such restoration. If the damage or destruction is of such nature or extent that, in the Lessor's reasonable judgment, more than two hundred forty (240) days from the date of the event that caused the damage or destruction referred to in this Section would be required (with normal work crews and hours) to repair and restore the part of the Conference Center which has been damaged or destroyed, or in the event the damage or destruction to the Hotel is of such a nature or extent that Lessor has elected not to rebuild or restore the Hotel, then in either event Lessor shall have the right to terminate this Ground Lease by written notice to the Lessee delivered within ninety (90) days after the event that caused said damage or destruction.

In the event this Ground Lease is terminated pursuant to this Section or in any other event the Conference Center is not restored for any other reason, all proceeds of the Property Insurance

described in this Article shall first be paid to any Mortgagee to the extent of the remaining balance on any Mortgage, and then EIGHT MILLION AND NO/100 DOLLARS (\$8,000,000.00) (the “*Conference Center Cost*”) of the remaining proceeds shall be paid to the Lessee as compensation for the damage or destruction of the Facilities owned by the Lessee, and any remaining balance of any proceeds from the Property Insurance shall be paid to Lessor.

In the event that the Lessor elects to rebuild the Conference Center after damage or destruction, and is entitled to use the insurance proceeds for such purpose under the terms of the Mortgage, all proceeds of the Property Insurance shall be paid to any Mortgagee to be made available to Lessor pursuant to the terms of the Mortgage for the purpose of restoring the Hotel and Conference Center. If there shall be no Mortgagee, then all proceeds of the Property Insurance shall be paid to Lessor for the purpose of restoring the Hotel and Conference Center. In the event of such restoration, insurance proceeds shall be held in trust and disbursed for restoration in accordance with procedures reasonably acceptable to Lessee to assure restoration of the Conference Center to its substantially pre-disturbed condition.

This Section 3.11 shall survive any termination of this Ground Lease.

[END OF ARTICLE III]

ARTICLE IV TERMINATION

SECTION 4.1. Termination.

(a) This Ground Lease shall terminate upon the completion of the Ground Lease Term.

(b) The Lessee agrees, upon any termination or completion of the Ground Lease Term, to quit and surrender the Real Property and vacate the Facilities.

SECTION 4.2. Default by the Lessee. The Lessor shall not have the right to exclude the Lessee from the Real Property or the Facilities or to take possession of the Real Property or the Facilities (except pursuant to the Development Agreements and any sublease or management agreement in favor of the Lessor) or, except as provided in Section 3.11, to terminate this Ground Lease prior to the termination of the Ground Lease Term notwithstanding any default by the Lessee hereunder. However, in the event of any default by the Lessee hereunder, the Lessor may maintain any action permitted in equity, including any action for specific performance.

SECTION 4.3. Quiet Enjoyment. Subject to the Development Agreements, the Conference Facilities Sublease and Operating Agreement and matters of record as of the date hereof, the Lessee at all times during the term of this Ground Lease shall peaceably and quietly have and enjoy the Real Property and the Facilities.

SECTION 4.4. No Merger. Except as expressly provided herein, no union of the interests of the Lessor and the Lessee herein or in the Development Agreements shall result in a merger of this Ground Lease and the title to the Facilities.

SECTION 4.5. Maintenance of Premises. Subject to the provisions of the Conference Facilities Sublease and Operating Agreement, the Lessee covenants that it will maintain or cause to be maintained the Real Property and the Facilities, and will not cause, permit or suffer to be caused or permitted waste thereto. At the conclusion of the Ground Lease Term, the Real Property shall be returned to the Lessor, together with the Facilities and any other improvements thereto, in substantially the condition thereof as of the date the Real Property and the Facilities are delivered to the Lessee, subject to normal wear and tear. The Lessee shall not make or consent to any other improvements, modifications or alterations to the Real Property or the Facilities or any portion thereof, or remove any part thereof without the prior written consent of both the Lessor and any Mortgagee.

SECTION 4.6. Option to Purchase. The Lessee does hereby grant and convey to the Lessor an exclusive and irrevocable option to purchase the Facilities for a purchase price of One Dollar. Said option may be exercised by the Lessor in writing at any time after the expiration of the Ground Lease Term (including a termination under Section 3.11). Upon the Lessor's exercise of said option, the Lessee shall execute and deliver to the Lessor a Bill of Sale granting to the Lessor fee simple title and ownership of the Facilities in a form reasonably acceptable to the Lessor; provided, however, the only warranties in said Bill of Sale shall be the due authority

of the signer and a limited warranty of title with respect to any person claiming by, thorough, and under the Lessee.

This Section 4.6 shall survive any termination of this Ground Lease.

[END OF ARTICLE IV]

**ARTICLE V
CONTROL OF REAL PROPERTY AND
FACILITIES DURING GROUND LEASE TERM**

SECTION 5.1. Control of Real Property and Facilities During Ground Lease Term.
Subject to the provisions of this Ground Lease (including the easements granted herein) and the Conference Facilities Sublease and Operating Agreement, during the Ground Lease Term, the Lessee shall have complete control over the Facilities.

[END OF ARTICLE V]

ARTICLE VI MISCELLANEOUS

SECTION 6.1. Covenants Running with the Real Property. All covenants, promises, conditions and obligations herein contained or implied by law are covenants running with the Real Property and shall attach and bind and inure to the benefit of the Lessor and the Lessee and their respective heirs, legal representatives, and permitted successors and assigns, except as otherwise provided herein.

SECTION 6.2. Binding Effect. This Ground Lease shall inure to the benefit of and shall be binding upon the Lessor, the Lessee and their respective permitted successors and assigns.

SECTION 6.3. Severability. In the event any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

SECTION 6.4. Amendment, Changes and Modifications. Except as otherwise expressly set forth herein, this Ground Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Lessor and the Lessee and any Mortgagee.

SECTION 6.5. Execution in Counterparts. This Ground Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

SECTION 6.6. Applicable Law. This Ground Lease shall be governed by and construed in accordance with the laws of the State.

SECTION 6.7. Captions. The Section and Article headings herein are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions hereof.

SECTION 6.8. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Ground Lease to be given to or filed with the Lessor or the Lessee if the same is given or filed in the manner and at the addresses specified in the Conference Center Development Agreement. Further, if Lessor shall mortgage its interest in this Ground Lease, Lessee shall give to each Mortgagee, at the address of such Mortgagee provided to Lessee by Lessor or any Mortgagee, a copy of each notice of default given by Lessee at the same time as and whenever any such notice of default shall thereafter be given by Lessee to Lessor.

SECTION 6.9. Compliance. Notwithstanding anything in this Ground Lease to the contrary, during the term of this Ground Lease, neither the Lessee nor any assignee of the Lessee's interest hereunder nor any sublessee of the Lessee shall operate the Facilities for any purpose which is not in compliance with all applicable governmental rules, regulations and orders.

SECTION 6.10. Memorandum of Lease. Simultaneously with the execution of this Ground Lease, the parties shall execute the Memorandum of Lease, and the Lessor shall promptly record the Memorandum of Lease in the Aiken County, South Carolina RMC Office.

[END OF ARTICLE VI]

WITNESS the due execution of this Ground Lease Agreement effective as of the date first above written.

Witness

ACKERMAN GREENSTONE NORTH
AUGUSTA, LLC, a Georgia limited liability
company (Seal)

Witness

By: _____

Print Name: _____

Title: _____

State of _____)

)

County of _____)

Acknowledgment

I, _____, a notary public for the State and County aforesaid, do hereby certify that _____, as _____, of Ackerman Greenstone North Augusta, LLC, a Georgia limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the ____ day of _____, 2017.

Notary Public
My Commission Expires:

(Notarial Seal)

Witness

Witness

CITY OF NORTH AUGUSTA, SOUTH CAROLINA, a
municipal corporation organized and existing under the
laws of the State of South Carolina (Seal)

By: _____

Print Name: _____

Title: _____

State of South Carolina)
)
County of Aiken)

Acknowledgment

I, _____, a notary public for the State and County aforesaid, do hereby certify that
_____, as _____ of the City of North Augusta, South Carolina, personally appeared
before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the ____ day of _____, 2017.

Notary Public
My Commission Expires:

(Notarial Seal)

EXHIBIT A

LEGAL DESCRIPTION OF THE HOTEL PROPERTY AND THE REAL PROPERTY

The "Hotel Property" is the following tract of real property:

All that tract or parcel of land lying and being situate in the City of North Augusta, Aiken County, South Carolina and being more particularly described as follows:

Commencing at a #5 rebar found at the intersection of the southern right of way (r/w) of Railroad Avenue (66' r/w) and the eastern r/w of Esplanade Avenue (50' r/w), said point being the POINT OF BEGINNING;

Thence along the southern r/w of Railroad Avenue South 69 degrees 52 minutes 06 seconds East for a distance of 307.88 feet to a #5 rebar found; thence South 20 degrees 07 minutes 54 seconds West for a distance of 231.97 feet to a #5 rebar found on the northern r/w of Brissie Drive (unopened); thence along the northern r/w of Brissie Drive (62' nominal r/w) North 69 degrees 51 minutes 36 seconds West for a distance of 307.88 feet to a #5 rebar found on the eastern r/w of Esplanade Avenue; thence along the eastern r/w of Esplanade Avenue North 20 degrees 07 minutes 54 seconds East for a distance of 231.93 feet to a #5 rebar found on the southern r/w of Railroad Avenue, said point being the POINT OF BEGINNING,

Containing 1.64 Acres and is more fully shown on a plat prepared for Ackerman Greenstone North Augusta, LLC by Cranston Engineering Group, P.C. dated June 6, 2017, last revised 11/08/2017.

The "Real Property" is that portion of the Hotel Property lying underneath the Facilities as shown as cross-hatched on the plan attached as Exhibit A-1 to this Ground Lease, together with easements granted for the benefit of and appurtenant to the Real Property described in Section 3.1 of this Ground Lease.

The Real Property does not include, and the Lessor hereby reserves the use of, (i) all air rights and improvements above the ceiling of the Facilities, including without limitation all floors of the Hotel that are located above the Facilities and (ii) any portions of the Hotel that are not part of the Facilities.

The Real Property is also subject to the easements appurtenant to the portions of the Hotel lying outside of the Facilities and burdened by certain easements benefitting the Hotel, all as described in Section 3.1 of this Ground Lease.

EXHIBIT A-1

FLOOR PLAN DEPICTING THE CONFERENCE FACILITIES

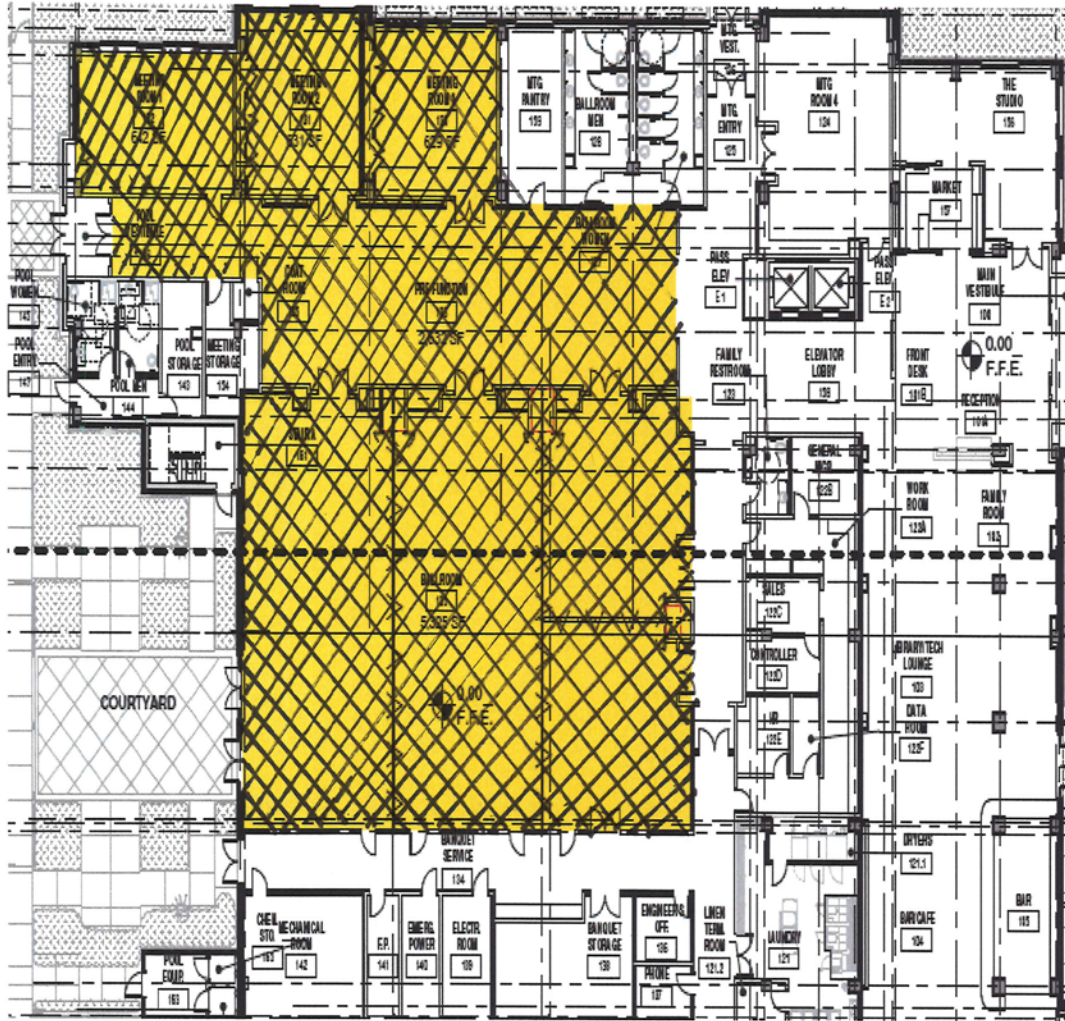


EXHIBIT B

FORM OF SUPPLEMENT TO GROUND LEASE AGREEMENT

THIS SUPPLEMENT TO GROUND LEASE AGREEMENT (this “*Supplement*”) dated _____, 20__, by and between ACKERMAN GREENSTONE NORTH AUGUSTA, LLC, a limited liability company duly organized and existing under the laws of the State of Georgia, as lessor (the “*Lessor*”), and the CITY OF NORTH AUGUSTA, SOUTH CAROLINA, a political subdivision duly existing under the laws of the State of South Carolina, as lessee (the “*Lessee*”).

WITNESSETH

WHEREAS, the Lessor and the Lessee have entered into that certain Ground Lease Agreement dated _____, 20__ (the “*Ground Lease*”), and pursuant to Section 3.1 thereof, enter into this Supplement for the purposes set forth herein (with all capitalized terms used in this Supplement having the meanings set forth in the Ground Lease).

NOW, THEREFORE, for and inconsideration of the mutual promises and covenants herein contained, the parties hereto hereby agree as follows:

The Ground Lease is hereby amended to delete Exhibit A attached thereto and replace it in its entirety with Exhibit A-1 attached hereto. [Note: this amendment must also be approved by any Mortgagee.]

Except as amended herein, the Ground Lease shall remain in full force and effect.

[Signatures Appear on Following Pages]

WITNESSES:

Witness

Witness

ACKERMAN GREENSTONE NORTH
AUGUSTA, LLC, a Georgia limited
liability company (Seal)

By: _____

Print Name: _____

Title: _____

State of _____)

_____)

County of _____)

Acknowledgment

I, _____, a notary public for the State and County aforesaid, do hereby certify that _____, as _____, of Ackerman Greenstone North Augusta, LLC, a Georgia limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the _____ day of _____, 2017.

Notary Public
My Commission Expires:

(Notarial Seal)

Witness

CITY OF NORTH AUGUSTA, SOUTH
CAROLINA, a municipal corporation organized and
existing under the laws of the State of South Carolina
(Seal)

Witness

By: _____

Print Name: _____

Title: _____

State of South Carolina)
)
County of Aiken)

Acknowledgment

I, _____, a notary public for the State and County aforesaid, do hereby
certify that _____, as _____ of the City of North Augusta, South Carolina,
personally appeared before me this day and acknowledged the due execution of the foregoing
instrument.

Witness my hand and official seal this the _____ day of _____, 2017.

Notary Public
My Commission Expires:

(Notarial Seal)

EXHIBIT C

FORM OF MEMORANDUM OF LEASE

THIS MEMORANDUM OF GROUND LEASE AGREEMENT (this “*Memorandum*”) dated _____, 2017, by and between ACKERMAN GREENSTONE NORTH AUGUSTA, LLC, a limited liability company duly organized and existing under the laws of the State of Georgia, as lessor (the “*Lessor*”), and the CITY OF NORTH AUGUSTA, SOUTH CAROLINA, a political subdivision duly existing under the laws of the State of South Carolina, as lessee (the “*Lessee*”).

WITNESSETH

WHEREAS, the Lessor and the Lessee have entered into that certain Ground Lease Agreement dated _____, 2017 (the “*Ground Lease*”), and pursuant to Section 6.11 thereof, enter into this Memorandum for the purposes set forth herein (with all capitalized terms used in this Memorandum having the meanings set forth in the Ground Lease).

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto hereby agree as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Ground Lease.
2. Leased Premises. The premises leased pursuant to the Ground Lease is located in the City of North Augusta, South Carolina and consist of the “Real Property” more particularly described on Exhibit A attached hereto and incorporated herein by reference [Note: use same Exh. A that is attached to the Ground Lease so as to be sure to make clear that the Real Property is a portion of the Hotel Property], together with certain conference center improvements constructed or to be constructed on such real property (collectively, the “*Facilities*”).
3. Term. The Term of the Ground Lease shall commence on the date of the Ground Lease and end on the earlier to occur of (a) midnight on November 1, 2048, or (b) the date the Bonds are fully repaid.
4. Lessee Covenants. Lessee has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby the Lessor’s interests in the Real Property and the Facilities shall be or may be impaired, changed or encumbered in any manner whatsoever except as permitted by the Ground Lease.
5. Purchase Option. Pursuant to Section 4.6 of the Ground Lease, Lessor has an exclusive and irrevocable option to purchase the Facilities for a purchase price of One Dollar. Said option may be exercised by the Lessor in writing at any time after the expiration of the Ground Lease Term.

Nothing herein contained is intended to or shall be deemed to change, modify, or affect any of the terms or provisions of the Ground Lease or the rights, duties, and obligations created thereby, all of which remain in full force and effect. In the event of a conflict between the terms of the Ground Lease and the terms of this Memorandum of Lease, the terms of the Ground Lease shall control.

[Signatures Appear on Following Pages]

WITNESSES:

Witness

Witness

ACKERMAN GREENSTONE NORTH
AUGUSTA, LLC, a Georgia limited
liability company (Seal)

By: _____

Print Name: _____

Title: _____

State of _____)

_____)

County of _____)

Acknowledgment

I, _____, a notary public for the State and County aforesaid, do hereby certify that _____, as _____, of Ackerman Greenstone North Augusta, LLC, a Georgia limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the _____ day of _____, 2017.

Notary Public
My Commission Expires:

(Notarial Seal)

CITY OF NORTH AUGUSTA, SOUTH
CAROLINA, a municipal corporation organized and
existing under the laws of the State of South Carolina
(Seal)

Witness

Witness

By: _____

Print Name: _____

Title: _____

State of South Carolina)
)
County of Aiken)

Acknowledgment

I, _____, a notary public for the State and County aforesaid, do hereby
certify that _____, as _____ of the City of North Augusta, South Carolina,
personally appeared before me this day and acknowledged the due execution of the foregoing
instrument.

Witness my hand and official seal this the _____ day of _____, 2017.

Notary Public
My Commission Expires:

(Notarial Seal)

Exhibit "C"
Copy of Sublease

CONFERENCE CENTER SUBLEASE AND OPERATING AGREEMENT

between

**CITY OF NORTH AUGUSTA, SOUTH CAROLINA
as sublessor**

and

**ACKERMAN GREENSTONE NORTH AUGUSTA, LLC
as sublessee**

Dated as of _____, 2017

INDEX

[TO BE COMPLETED WHEN FORM OF DOCUMENT IS FINAL]

Page

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1.	Definitions of Words and Terms.....	
Section 1.2.	Rules of Construction	
Section 1.3.	Accounting Terms.....	

ARTICLE II
REPRESENTATIONS

Section 2.1.	Representations by the Sublessee	
Section 2.2.	Representations by the Sublessor.....	

ARTICLE III
SUBLEASE OF THE REAL PROPERTY AND FACILITIES; HOTEL DEVELOPMENT
AGREEMENT; OPERATION OF FACILITIES; LEASEHOLD MORTGAGES

Section 3.1.	Transfer of Facilities and Lease of the Real Property; Easements.....	
Section 3.2.	Compliance with Ground Lease.....	
Section 3.3.	Assignments, Subleases and Mortgages	
Section 3.4.	Rent and Other Consideration.....	
Section 3.5.	Taxes and Insurance.....	
Section 3.6.	Hotel Development Agreement; Operation of Facilities	
Section 3.7.	Leasehold Mortgages	
Section 3.8.	Limitations on Right to Terminate Sublease.....	
Section 3.9.	No Modifications	
Section 3.10.	No Merger	
Section 3.11.	Additional Lender Protection Provisions.....	
Section 3.12.	Estoppel Certificate.....	

ARTICLE IV
TERMINATION

Section 4.1.	Termination.....	
Section 4.2.	Default by the Sublessee	
Section 4.3.	Quiet Enjoyment	
Section 4.4.	No Merger	
Section 4.5.	Maintenance of Premises	

ARTICLE V
CONTROL OF REAL PROPERTY AND
FACILITIES DURING SUBLEASE TERM

Section 5.1. Control of Real Property and Facilities During Sublease Term

ARTICLE VI
MISCELLANEOUS

Section 6.1. Covenants Running with the Real Property

Section 6.2. Binding Effect

Section 6.3. Severability

Section 6.4. Amendment, Changes and Modifications

Section 6.5. Execution in Counterparts

Section 6.6. Applicable Law

Section 6.7. Captions

Section 6.8. Notices

Section 6.9. Compliance

Section 6.10. Memorandum of Sublease

EXHIBIT A – Legal Description of the Hotel Property and the Real Property A-1

EXHIBIT A-1 – Floor Plan Depicting the Conference Facilities A-1-1

EXHIBIT B – Form of Supplement to Sublease AgreementB-1

EXHIBIT C – Form of Memorandum of SubleaseC-1

CONFERENCE CENTER SUBLEASE AND OPERATING AGREEMENT

THIS CONFERENCE CENTER SUBLEASE AND OPERATING AGREEMENT dated as of _____, 2017 (this "***Sublease***") made and entered into by and between the CITY OF NORTH AUGUSTA, SOUTH CAROLINA, a political subdivision of the State of South Carolina (the "***Sublessor***"), as lessor, and ACKERMAN GREENSTONE NORTH AUGUSTA, LLC, a limited liability company duly organized and existing under the laws of the State of Georgia (the "***Sublessee***"), as lessee.

WITNESSETH:

WHEREAS, the Sublessor and the Sublessee, together with Greenjackets Baseball LLC and Greenstone Hammond's Ferry, LLC, have, pursuant to the Act, entered into that certain Master Development Agreement dated March 15, 2017 and recorded on March 28, 2017 in Book 4654, Page 723 in the Aiken County, South Carolina records (the "***Master Development Agreement***"); and

WHEREAS, pursuant to the Master Development Agreement Sublessee has agreed to construct an approximately 180 key, full service hotel (the "***Hotel***") on an approximately 1.64 acre tract of land located in the City of North Augusta, South Carolina owned by Sublessee which is more particularly described on Exhibit A attached hereto (the "***Hotel Property***"); and

WHEREAS, the Sublessor is the lessee of that certain tract of real property also described on Exhibit A attached hereto (the "***Real Property***"), which is a portion of the Hotel Property, pursuant to the terms of that certain Ground Lease Agreement dated of even date herewith (the "***Ground Lease***") by and between Sublessor, as lessee, and Sublessee, as lessor; and

WHEREAS, pursuant to the terms of the Ground Lease, Sublessee, as lessor thereunder, has agreed to construct for Sublessor, as lessee thereunder, a conference facility containing no less than 7,000 gross square feet (as defined in the Ground Lease, the "***Facilities***"), which Facilities shall be integrated into the Hotel's site plan and floor plan design, pursuant to plans and specifications to be mutually agreed upon by Sublessor and Sublessee; and

WHEREAS, the Sublessor desires to sublease the Real Property and lease the Facilities to the Sublessee as provided herein, and the Sublessee desires to sublease the Real Property and lease the Facilities from the Sublessor; and

WHEREAS, the Sublessee desires to operate the Facilities located or to be located on the Real Property in accordance with the term of this Sublease; and

WHEREAS, the parties desire to enter into this Sublease in order to achieve the foregoing purposes; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements, including the payment of the Sublease Rent herein set forth, the Sublessor and the Sublessee do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

SECTION 1.1. Definitions of Words and Terms. Capitalized terms not otherwise defined herein are used with the meanings provided therefor in the Ground Lease, unless some other meaning is plainly intended. In addition, the following terms shall have the meanings set forth below, unless some other meaning is plainly intended:

“Memorandum of Sublease” means a memorandum of this Sublease substantially in the form attached hereto as Exhibit C executed by the Sublessor and the Sublessee and to be recorded in the Office of the Aiken County, South Carolina RMC Office.

“Sublease Rent” means the amount set forth in Section 3.4 of this Sublease.

“Sublease Term” means the term of this Sublease, which commences on the date of this Sublease and ends on the expiration of the Ground Lease Term.

SECTION 1.2. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

The table of contents hereto and the headings and captions herein are not a part of this document.

SECTION 1.3. Accounting Terms. Accounting terms used herein and not otherwise specifically defined shall have the meaning ascribed to such terms by accounting principles generally accepted in the United States as from time to time in effect.

[END OF ARTICLE I]

**ARTICLE II
REPRESENTATIONS**

SECTION 2.1. Representations by the Sublessee. The Sublessee represents, warrants and covenants as follows:

(a) The Sublessee is a limited liability company duly organized and existing under the laws of the State of Georgia.

(b) The Sublessee has full power and authority to enter into the transactions contemplated by this Sublease and to carry out its obligations hereunder.

(c) Neither the execution and delivery of this Sublease, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Sublessee is now a party or by which the Sublessee is bound.

SECTION 2.2. Representations by the Sublessor. The Sublessor represents, warrants and covenants as follows:

(a) The Sublessor is a political subdivision of the State.

(b) The Council has full power and authority to enact the Ordinance and the Sublessor has full power and authority to enter into the transactions contemplated by this Sublease and to carry out its obligations hereunder.

(c) Neither the execution and delivery of this Sublease, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Sublessor is now a party or by which the Sublessor is bound.

[END OF ARTICLE II]

ARTICLE III
SUBLEASE OF THE REAL PROPERTY AND FACILITIES; HOTEL DEVELOPMENT
AGREEMENT; OPERATION OF FCILITIES; LEASEHOLD MORTGAGES

SECTION 3.1. Lease of the Real Property; Easements. The Sublessor hereby demises and subleases to the Sublessee the Real Property and demises and leases to the Sublessee the Facilities, and the Sublessee hereby subleases from the Sublessor the Real Property and leases from the Sublessor the Facilities for a term which ends on the expiration of the Sublease Term for the rentals and other consideration set forth in Section 3.4 hereof and in accordance with the provisions of this Sublease. The parties hereto agree, if either so requests following the completion of the construction of the Facilities, to amend Exhibit A to this Sublease by the execution of a Supplement to Sublease Agreement, in substantially the form of Exhibit B attached hereto, to describe more specifically the as-built location of the Real Property and the Facilities. Sublessor also assigns to Sublessee, until the expiration of the Sublease Term, the easements granted to Sublessor under the Ground Lease.

SECTION 3.2. Compliance with Ground Lease. Sublessor and Sublessee acknowledge and agree that this Sublease is subject and subordinate to the Ground Lease. Sublessee shall comply with all of the terms and conditions of the Ground Lease and shall not commit any other act or omission which would constitute a default by Sublessor as lessee under the terms of the Ground Lease, which default continues beyond any applicable notice or cure period set forth in the Ground Lease. Notwithstanding anything contained herein to the contrary, so long as the terms of this Sublease do not create a breach or default of the Ground Lease, in the event that any term or provision of this Sublease shall conflict with the terms of the Ground Lease, the terms of this Sublease shall control as between Sublessor and Sublessee.

SECTION 3.3. Assignments and Subleases. Except as specifically set forth in Section 3.7 below and except in connection with any assignment of the Ground Lease by Sublessee as lessor thereunder pursuant to a sale of the Hotel, Sublessee may not sublease, assign, transfer or otherwise dispose of its interest in this Sublease, without the written consent of the Sublessor and any Lender, which consents shall not be unreasonably withheld.

SECTION 3.4. Rent and Other Consideration. As and for rental hereunder and in consideration for the subleasing of the Real Property and the lease of the Facilities to the Sublessee hereunder, the Sublessee agrees to pay to the Sublessor an annual amount of Sublease Rent of One Dollar per year. The Sublessor hereby acknowledges receipt from the Sublessee, on the date hereof, of the Sublease Rent due with respect to the Sublease Term.

SECTION 3.5. Taxes. To the extent the same are the responsibility of Sublessor under the Ground Lease, the Sublessee shall pay and have responsibility for all taxes on the Real Property and the Facilities, including, without limitation, any special assessments which may be levied on the Real Property by the Municipal Improvement District overlaying all or a portion of the Real Property.

SECTION 3.6. Hotel Development Agreement; Operation of Facilities.

The Sublessee has agreed with the Sublessor to construct the Hotel on the Hotel Property, which Hotel will initially be a full service hotel containing a minimum of 180 rooms. All costs associated with the construction of the Hotel, other than certain infrastructure improvements to be provided by the Sublessor and other than the costs to construct the Facilities which shall be paid by the Sublessor all as more particularly set forth in the Master Development Agreement and the Conference Center Development Agreement, will be borne by the Sublessee. The Sublessee shall construct the Facilities at the same time and in conjunction with the construction of the Hotel, which Facilities shall be integrated into the Hotel's site plan and floor plan design, pursuant to plans and specifications to be mutually agreed upon by the Sublessor and the Sublessee. The Hotel shall also include appropriate and mutually agreed upon amenities such as a restaurant, bar and certain retail operations. The Hotel and the Facilities shall share a common kitchen, other support functions, common furnishings, fixtures and equipment. The Sublessee agrees that the Hotel design and layout, including the Facilities, will be subject to the review and approval of the Sublessor, which approval shall not be unreasonably withheld. The Sublessee will enter into a franchise agreement with a suitable hotel franchisor and the form of such franchise agreement shall be in form and substance acceptable to the Sublessor in the Sublessor's reasonable discretion and the Sublessor shall have the right, but not the obligation, in its sole discretion, to become a party to or a third-party beneficiary of any such franchise agreement if permitted by the franchisor. It is anticipated by the Sublessor and the Sublessee that the Hotel will initially be operated as a Crowne Plaza, which the parties agree is a nationally-recognized full-service hotel brand acceptable to Sublessor. Upon request from any Lender providing financing to Sublessee for the construction of the Hotel and/or the Facilities, Sublessor will confirm in writing to such Lender the plans for the Hotel and the Facilities and the franchise agreement for the Hotel that have been approved by the City.

Except as otherwise agreed by the Sublessor and the Sublessee in each party's reasonable discretion, following their construction by the Sublessee as a part of the construction of the Hotel, the Facilities shall be used only for the hosting of conferences, meetings and other gatherings typically held in hotel conference facilities and for no other purpose. The Sublessee will operate and manage the Facilities as an integrated part of the Hotel operations and in compliance with the requirements of any franchise agreement governing the operation of the Hotel. The Sublessee may modify, alter and repair the Facilities from time to time during the Sublease Term, including any modifications, alterations or repairs required by the Hotel franchisor; provided, however, the Sublessee may not make any structural changes to the Facilities without the Sublessor's approval, which shall not be unreasonably withheld, conditioned or delayed. All net revenues generated by the Facilities will belong to the Sublessee. All expenses for the operation of the Facilities will fall to the Sublessee. Further, in the event any future capital expenses are required during the Sublease Term for the continued operation of the Facilities, the same shall be the responsibility of the Sublessee. The Facilities shall always be operated in compliance with all applicable governmental rules, regulations and orders.

SECTION 3.7. Leasehold Mortgages. Subject to the terms of this Section 3.7, and Section 3.8, Section 3.9, Section 3.10 and Section 3.11 below, the Sublessee shall have the right to enter into a leasehold mortgage or similar instrument (together with any amendments,

revisions, modifications, renewals, extensions or replacements thereof, a “**Leasehold Mortgage**”) with a lender (“**Lender**”) pursuant to which the Sublessee may assign to the Lender, as security for the obligations of Sublessee under such Leasehold Mortgage its interest (i) this Sublease and any interest of the Sublessee in the premises described in this Sublease (including, without limitation, the Facilities), and (ii) in any personal property situated on the Real Property that is owned by Sublessee (items (i) and (ii) being referred to collectively herein as the “**Leasehold Interest**”). The Sublessor does hereby assent to any such Leasehold Mortgage and to any subsequent sale or transfer under any Leasehold Mortgage by foreclosure or assignment (or transfer)-in-lieu of foreclosure. The Sublessor agrees that if Lender succeeds to Sublessee’s Leasehold Interest, Lender may freely assign the Leasehold Interest.

SECTION 3.8. Limitations on Right to Terminate Sublease. Until all obligations of Sublessee to the Lender under the Leasehold Mortgage (the “**Loan Obligations**”) have been completely paid and performed, and the Leasehold Mortgage has been released, Sublessor may not terminate this Sublease without first complying with the requirements of Section 3.11 hereof. Until all the Loan Obligations have been completely paid and performed, and the Leasehold Mortgage has been released, Sublessee may not terminate this Sublease without Lender’s prior written consent, which consent may be granted or withheld in Lender’s sole and absolute discretion for any reason or no reason whatsoever.

SECTION 3.9. No Modifications. Until the Loan Obligations have been completely paid and performed by Sublessee, and the Leasehold Mortgage has been released, neither Sublessor nor Sublessee shall amend or modify this Sublease (“**Sublease Modification**”) without the Lender’s prior written consent, such consent not to be unreasonably withheld, delayed or conditioned. Any attempted Sublease Modification which is not entered into in compliance with this Section 3.9 shall be null and void and of no further force and effect.

SECTION 3.10. No Merger. If the ownership of the fee interest in the Real Property and Leasehold Interest become vested in the same person or entity, then as long as the Leasehold Mortgage shall remain outstanding, such occurrence shall not result in a merger of title unless consented to in writing by the person or entity having such common ownership and by any Lender, which consent may be granted or withheld in Lender’s sole and absolute discretion for any reason or no reason whatsoever. Unless Lender in writing grants its consent to any such merger of title, this Sublease and the Leasehold Mortgage lien on the Leasehold Interest shall remain in full force and effect.

SECTION 3.11. Additional Lender Protection Provisions. To the extent of any inconsistency between the other terms and provisions contained in this Sublease and the terms and conditions set forth below in this Section 3.11, the terms and conditions in this Section 3.11 shall govern and control:

(a) **Notices to Lender; Lender’s Right to Cure.**

(i) Sublessor shall send to any Lender a true, correct and complete copy of any notice to Sublessee of a default by Sublessee under this Sublease, at the same time as and whenever any such notice of default shall be given by Sublessor to Sublessee, in accordance with

the notice instructions provided to Sublessor by Sublessee or Lender. No notice by Sublessor shall be deemed to have been given unless and until a copy thereof shall have been so given to the Lender. Sublessee irrevocably directs that Sublessor accept, and Sublessor agrees to accept, performance and compliance by Lender of and with any term, covenant, agreement, provision, condition or limitation on Sublessee's part to be kept, observed or performed under this Sublease with the same force and effect as though kept, observed or performed by Sublessee.

(ii) Notwithstanding anything provided to the contrary in this Sublease (including, without limitation, Section 4.2 below), this Sublease may not be terminated because of a default thereunder on the part of Sublessee until and unless:

(A) Notice of any such default shall have been given to Lender in accordance with the provisions of Section 3.11(a)(i) above; and

(B) Lender has not cured such default within thirty (30) days following the expiration of Sublessee's notice and/or cure periods as set forth in this Sublease or, if such default is non-monetary and cannot reasonably be cured within such thirty (30) day period, Lender has not commenced to cure such default within such thirty (30) day period and diligently prosecuted such cure to completion (the "***Non-Monetary Default Cure Period***"). Notwithstanding anything contained in this Agreement to the contrary, in no event shall the Non-Monetary Default Cure Period exceed ninety (90) days following the expiration of the applicable notice and cure period afforded to Sublessee for non-monetary defaults under this Sublease.

(b) **New Sublease to Lender.** If this Sublease is terminated for any reason whatsoever including, without limitation, because of Sublessee's default hereunder, Sublessor shall give the Lender written notice thereof. The Lender shall have sixty (60) days after receipt of such notice to elect by written notice to Sublessor to enter into a new sublease of the Real Property and the Facilities (the "***New Sublease***"). Upon any such election, the following provisions shall apply:

(i) The New Sublease shall be for the remainder of the term of this Sublease, effective on the date of execution, and shall provide for the same amounts of rent and contain the same covenants, agreements, conditions, provisions, restrictions and limitations as are then contained in this Sublease (with appropriate changes to reflect that the Lender, and not Sublessee, is the new tenant under the New Sublease).

(ii) The New Sublease shall be executed by Sublessor and the Lender within thirty (30) days after receipt by Sublessor of notice of the Lender's election to enter into a New Sublease with Sublessor.

(iii) The New Sublease shall require the Lender to perform all of Sublessee's unfulfilled monetary obligations under this Sublease through the date of termination (the "***Delinquent Amounts***") as well as any other of Sublessee's unfilled obligations as of the date of termination that are capable of being cured by Lender using reasonable commercial efforts.

Within five (5) business days after execution of the New Sublease, Lender will pay all Delinquent Amounts.

SECTION 3.12. Estoppel Certificate. Within ten (10) days after request by the Sublessor, the Sublessee agrees to execute and deliver to the Sublessor an estoppel certificate addressed to the Sublessor certifying (if such be the case) that this Sublease is unmodified and is in full force and effect (and if there have been modifications, that the same is in full force and effect as modified and stating said modifications); certifying that there are no defenses or offsets against the enforcement thereof or stating those claimed by the Sublessee; stating the date to which Sublease Rent and other charges have been paid; and certifying that there are no events of default or events or conditions which, with the giving of notice or passage of time, would be an event of default under this Sublease. Such certificate shall also include such other information as may reasonably be required by the Sublessor. Any such certificate may be relied upon by the Sublessee and any other party to whom such certificate is addressed.

Within ten (10) days after request by the Sublessee, the Sublessor agrees to execute and deliver to the Sublessee an estoppel certificate addressed to the Sublessee and any Lender (or proposed Lender) or assignee of the Sublessee's interest in, or any purchaser of, the Leasehold Interest or any part thereof, certifying (if such be the case) that this Sublease is unmodified and is in full force and effect (and if there have been modifications, that the same is in full force and effect as modified and stating said modifications); certifying that there are no defenses or offsets against the enforcement thereof or stating those claimed by the Sublessor; stating the date to which Sublease Rent and other charges have been paid; and certifying that there are no events of default or events or conditions which, with the giving of notice or passage of time, would be an event of default under this Sublease. Such certificate shall also include such other information as may reasonably be required by the Sublessee. Any such certificate may be relied upon by the Sublessor and any Lender, proposed Lender, assignee, purchaser and any other party to whom such certificate is addressed.

[END OF ARTICLE III]

ARTICLE IV TERMINATION

SECTION 4.1. Termination.

(a) This Sublease shall terminate upon the completion of the Sublease Term.

(b) The Sublessee agrees, upon any termination or completion of the Sublease Term, to quit and surrender the Real Property and vacate the Facilities, unless Sublessee, as the lessor under the Ground Lease, shall become the owner of the Facilities pursuant to the terms of the Ground Lease.

SECTION 4.2. Default by the Sublessee. Subject to the terms of Section 3.8 above, in the event of any default by Sublessee under this Sublease, which default is not cured within thirty (30) days following receipt of written notice of such default from Sublessor (or such longer period as may be reasonably required in the event such default is not reasonably susceptible of cure within thirty (30) days as long as Sublessee promptly commences to cure any such default and diligently pursues the same to completion), the Sublessor shall have the right to terminate this Sublease prior to the termination of the Sublease Term, or Sublessor may maintain any action permitted in equity, including any action for specific performance.

SECTION 4.3. Quiet Enjoyment. Subject to the Development Agreements, the terms and conditions of this Sublease and matters of record as of the date hereof, the Sublessee at all times during the term of this Sublease shall peaceably and quietly have and enjoy the Real Property and the Facilities.

SECTION 4.4. No Merger. Except as expressly provided herein, no union of the interests of the Sublessor and the Sublessee herein or in the Development Agreements shall result in a merger of this Sublease and the title to the Facilities.

SECTION 4.5. Maintenance of Premises. Sublessee covenants that it will, at its sole cost and expense, maintain or cause to be maintained the Real Property and the Facilities in substantially the same condition as such improvements were initially constructed, normal wear and tear and changes approved by Sublessor excepted, and will not cause, permit or suffer to be caused or permitted waste thereto. Unless Sublessee, as the lessor under the Ground Lease, shall become the owner of the Facilities pursuant to the terms of the Ground Lease, at the conclusion of the Sublease Term, the Real Property, together with the Facilities and any other improvements thereto, shall be in substantially the condition thereof, as to the Real Property, as of the date the Real Property is delivered to the Sublessee and, as to the Facilities, as of the date the construction of the Facilities is completed, subject to normal wear and tear and changes permitted under this Sublease or that may otherwise be approved by Sublessor, such approval not to be unreasonably withheld, delayed or conditioned.

[END OF ARTICLE IV]

**ARTICLE V
CONTROL OF REAL PROPERTY AND
FACILITIES DURING SUBLEASE TERM**

SECTION 5.1. Control of Real Property and Facilities During Sublease Term.
Subject to the provisions of this Sublease, during the Sublease Term, the Sublessee shall have complete control over the Real Property and the Facilities.

[END OF ARTICLE V]

**ARTICLE VI
MISCELLANEOUS**

SECTION 6.1. Covenants Running with the Real Property. All covenants, promises, conditions and obligations herein contained or implied by law are covenants running with the Real Property and shall attach and bind and inure to the benefit of the Sublessor and the Sublessee and their respective heirs, legal representatives, and permitted successors and assigns, except as otherwise provided herein.

SECTION 6.2. Binding Effect. This Sublease shall inure to the benefit of and shall be binding upon the Sublessor, the Sublessee and their respective permitted successors and assigns.

SECTION 6.3. Severability. In the event any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

SECTION 6.4. Amendment, Changes and Modifications. Subject to Sections 3.8, 3.9 and 3.11, this Sublease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Sublessor and the Sublessee.

SECTION 6.5. Execution in Counterparts. This Sublease may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

SECTION 6.6. Applicable Law. This Sublease shall be governed by and construed in accordance with the laws of the State.

SECTION 6.7. Captions. The Section and Article headings herein are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions hereof.

SECTION 6.8. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Sublease to be given to or filed with the Sublessor or the Sublessee if the same is given or filed in the manner and at the addresses specified in the Conference Center Development Agreement. Further, pursuant to Section 3.11 copies of any notices of default given by Sublessor to Sublessee shall also be given to Lender.

SECTION 6.9. Compliance. Notwithstanding anything in this Sublease to the contrary, during the term of this Sublease, neither the Sublessee nor any assignee of the Sublessee's interest hereunder nor any sublessee of the Sublessee shall operate the Facilities for any purpose which is not in compliance with all applicable governmental rules, regulations and orders.

SECTION 6.10. Memorandum of Sublease. Simultaneously with the execution of this Sublease, the parties shall execute the Memorandum of Sublease, and the Sublessee shall promptly record the Memorandum of Sublease in the Aiken County, South Carolina RMC Office.

[END OF ARTICLE VI]

WITNESS the due execution of this Sublease effective as of the date first above written.

Witness

ACKERMAN GREENSTONE NORTH
AUGUSTA, LLC, a Georgia limited liability
company (Seal)

Witness

By: _____

Print Name: _____

Title: _____

State of _____)

County of _____)

Acknowledgment

I, _____, a notary public for the State and County aforesaid, do hereby certify that _____, as _____, of Ackerman Greenstone North Augusta, LLC, a Georgia limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the ____ day of _____, 2017.

Notary Public
My Commission Expires:

(Notarial Seal)

CITY OF NORTH AUGUSTA, SOUTH CAROLINA, a municipal corporation organized and existing under the laws of the State of South Carolina (Seal)

Witness

By: _____

Witness

Print Name: _____

Title: _____

State of South Carolina)
)
County of Aiken)

Acknowledgment

I, _____, a notary public for the State and County aforesaid, do hereby certify that _____, as _____ of the City of North Augusta, South Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the ____ day of _____, 2017.

Notary Public
My Commission Expires:

(Notarial Seal)

EXHIBIT A

LEGAL DESCRIPTION OF THE HOTEL PROPERTY AND THE REAL PROPERTY

The "Hotel Property" is the following tract of real property:

All that tract or parcel of land lying and being situate in the City of North Augusta, Aiken County, South Carolina and being more particularly described as follows:

Commencing at a #5 rebar found at the intersection of the southern right of way (r/w) of Railroad Avenue (66' r/w) and the eastern r/w of Esplanade Avenue (50' r/w), said point being the POINT OF BEGINNING;

Thence along the southern r/w of Railroad Avenue South 69 degrees 52 minutes 06 seconds East for a distance of 307.88 feet to a #5 rebar found; thence South 20 degrees 07 minutes 54 seconds West for a distance of 231.97 feet to a #5 rebar found on the northern r/w of Brissie Drive (unopened); thence along the northern r/w of Brissie Drive (62' nominal r/w) North 69 degrees 51 minutes 36 seconds West for a distance of 307.88 feet to a #5 rebar found on the eastern r/w of Esplanade Avenue; thence along the eastern r/w of Esplanade Avenue North 20 degrees 07 minutes 54 seconds East for a distance of 231.93 feet to a #5 rebar found on the southern r/w of Railroad Avenue, said point being the POINT OF BEGINNING,

Containing 1.64 Acres and is more fully shown on a plat prepared for Ackerman Greenstone North Augusta, LLC by Cranston Engineering Group, P.C. dated June 6, 2017, last revised 11/08/2017.

The "Real Property" is that portion of the Hotel Property lying underneath the Facilities as shown as cross-hatched on the plan attached as Exhibit A-1 to this hereto, together with easements granted for the benefit of and appurtenant to the Real Property as described in Section 3.1 of the Ground Lease.

The Real Property does not include (i) all air rights and improvements above the ceiling of the Facilities, including without limitation all floors of the Hotel that are located above the Facilities and (ii) any portions of the Hotel that are not part of the Facilities.

The Real Property is also subject to the easements appurtenant to the portions of the Hotel lying outside of the Facilities and burdened by certain easements benefitting the Hotel, all as described in Section 3.1 of this Ground Lease.

EXHIBIT A-1

FLOOR PLAN DEPICTING THE CONFERENCE FACILITIES



EXHIBIT B

FORM OF SUPPLEMENT TO SUBLEASE AGREEMENT

THIS SUPPLEMENT TO GROUND LEASE AGREEMENT (this “*Supplement*”) dated _____, 20__, by and between ACKERMAN GREENSTONE NORTH AUGUSTA, LLC, a limited liability company duly organized and existing under the laws of the State of Georgia, as lessor (the “*Sublessor*”), and the CITY OF NORTH AUGUSTA, SOUTH CAROLINA, a political subdivision duly existing under the laws of the State of South Carolina, as lessee (the “*Sublessee*”).

WITNESSETH

WHEREAS, the Sublessor and the Sublessee have entered into that certain Sublease Agreement dated _____, 20__ (the “*Sublease*”), and pursuant to Section 3.1 thereof, enter into this Supplement for the purposes set forth herein (with all capitalized terms used in this Supplement having the meanings set forth in the Sublease).

NOW, THEREFORE, for and inconsideration of the mutual promises and covenants herein contained, the parties hereto hereby agree as follows:

The Sublease is hereby amended to delete Exhibit A-1 attached thereto and replace it in its entirety with Exhibit A-1 attached hereto. [Note: this amendment must also be approved by any Lender.]

Except as amended herein, the Sublease shall remain in full force and effect.

[Signatures Appear on Following Pages]

WITNESSES:

Witness

Witness

ACKERMAN GREENSTONE NORTH
AUGUSTA, LLC, a Georgia limited
liability company (Seal)

By: _____

Print Name: _____

Title: _____

State of _____)

_____)

County of _____)

Acknowledgment

I, _____, a notary public for the State and County aforesaid, do hereby certify that _____, as _____, of Ackerman Greenstone North Augusta, LLC, a Georgia limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the _____ day of _____, 2017.

Notary Public
My Commission Expires:

(Notarial Seal)

Witness

Witness

CITY OF NORTH AUGUSTA, SOUTH
CAROLINA, a municipal corporation organized and
existing under the laws of the State of South Carolina
(Seal)

By: _____

Print Name: _____

Title: _____

State of South Carolina)
)
County of Aiken)

Acknowledgment

I, _____, a notary public for the State and County aforesaid, do hereby
certify that _____, as _____ of the City of North Augusta, South Carolina,
personally appeared before me this day and acknowledged the due execution of the foregoing
instrument.

Witness my hand and official seal this the _____ day of _____, 2017.

Notary Public
My Commission Expires:

(Notarial Seal)

EXHIBIT C

FORM OF MEMORANDUM OF SUBLEASE

THIS MEMORANDUM OF SUBLEASE (this “*Memorandum*”) dated _____, 2017, by and between the CITY OF NORTH AUGUSTA, SOUTH CAROLINA, a political subdivision duly existing under the laws of the State of South Carolina, as sublessor (the “*Sublessor*”), and ACKERMAN GREENSTONE NORTH AUGUSTA, LLC, a limited liability company duly organized and existing under the laws of the State of Georgia, as sublessee (the “*Sublessee*”).

WITNESSETH

WHEREAS, the Sublessor and the Sublessee have entered into that certain Conference Center Sublease and Operating Agreement dated _____, 2017 (the “*Sublease*”), and pursuant to Section 6.10 thereof, enter into this Memorandum for the purposes set forth herein (with all capitalized terms used in this Memorandum having the meanings set forth in the Sublease).

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto hereby agree as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Sublease.
2. Leased Premises. The premises subleased pursuant to the Sublease is located in the City of North Augusta, South Carolina and consist of the “Real Property” more particularly described on Exhibit A attached hereto and incorporated herein by reference [Note: use same Exh. A that is attached to this Sublease so as to be sure to make clear that the Real Property is a portion of the Hotel Property], together with certain conference center improvements constructed or to be constructed on such real property (collectively, the “*Facilities*”).
3. Term. The Term of the Sublease shall commence on the date of the Sublease and end on the earlier to occur of (a) midnight on November 1, 2048, or (b) the date the Ground Lease terminates.

Nothing herein contained is intended to or shall be deemed to change, modify, or affect any of the terms or provisions of the Sublease or the rights, duties, and obligations created thereby, all of which remain in full force and effect. In the event of a conflict between the terms of the Sublease and the terms of this Memorandum, the terms of the Sublease shall control.

[Signatures Appear on Following Pages]

WITNESSES:

Witness

Witness

ACKERMAN GREENSTONE NORTH
AUGUSTA, LLC, a Georgia limited
liability company (Seal)

By: _____

Print Name: _____

Title: _____

State of _____)

_____)

County of _____)

Acknowledgment

I, _____, a notary public for the State and County aforesaid, do hereby certify that _____, as _____, of Ackerman Greenstone North Augusta, LLC, a Georgia limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the _____ day of _____, 2017.

Notary Public
My Commission Expires:

(Notarial Seal)

Witness

Witness

CITY OF NORTH AUGUSTA, SOUTH
CAROLINA, a municipal corporation organized and
existing under the laws of the State of South Carolina
(Seal)

By: _____

Print Name: _____

Title: _____

State of South Carolina)
)
County of Aiken)

Acknowledgment

I, _____, a notary public for the State and County aforesaid, do hereby
certify that _____, as _____ of the City of North Augusta, South Carolina,
personally appeared before me this day and acknowledged the due execution of the foregoing
instrument.

Witness my hand and official seal this the _____ day of _____, 2017.

Notary Public
My Commission Expires:

(Notarial Seal)