
ORDINANCE NO. 2015-22

AUTHORIZING THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA TO ENTER INTO AN INSTALLMENT PURCHASE TRANSACTION TO FINANCE THE COSTS RELATING TO THE CONSTRUCTION AND EQUIPPING OF CERTAIN IMPROVEMENTS THEREON; AUTHORIZING THE EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS RELATING TO SUCH TRANSACTION, INCLUDING THE BASE LEASE AGREEMENT AND THE INSTALLMENT PURCHASE AND USE AGREEMENT; AUTHORIZING THE ISSUANCE OF TIF OBLIGATIONS AND THE EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS RELATING THERETO, PURSUANT TO TITLE 31 OF CHAPTER 6 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; DELEGATING THE AUTHORITY TO THE MAYOR AND CITY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, AS FOLLOWS:

Section 1. Findings.

The City Council (“**City Council**”) of the City of North Augusta, South Carolina (the “**City**”), hereby finds and determines:

(a) The City is an incorporated municipality located in Aiken County, South Carolina, and as such possesses all powers granted to municipalities by the Constitution and laws of the State.

(b) Section 5-7-30 of the South Carolina Code provides, in part, that municipalities may enact ordinances, not inconsistent with the Constitution and general law of the State, respecting any subject which appears necessary and proper for the security, general welfare, and convenience of the municipality and for the preservation of the general health, peace, order and good government in the municipality. Section 5-7-40 of the South Carolina Code empowers all municipalities to own and possess real and personal property and, upon such terms as a council may determine, to convey, lease, or otherwise dispose of such property.

(c) A vibrant tourism industry fosters and enhances the economic growth and well-being of a community and its residents. Tourism has been and continues to be a growing industry for the City. The City is continuing efforts to promote tourism to the City and to the City’s facilities and attractions. In this regard, the Council has determined to undertake a project, commonly known as Project Jackson (the “**Project**” as defined with greater definition hereinbelow). The Project will allow the City to market events and attract tourists to attend and participate in events. Further, area businesses will benefit from the influx of attendees, participants and their families coming to the City to attend and participate in events held at the Project. Accordingly, the City specifically finds that the Project is eligible for the expenditure of hospitality and accommodations fees imposed pursuant to Title 5, Chapter 1, Articles 5 and 7, respectively, of the South Carolina Code

(d) The City currently has outstanding its original amount \$6,350,000 Lease-Purchase Obligation, Series 2007 of City of North Augusta, South Carolina (the “**2007 Lease Purchase**”), which the City intends to redeem using available funds and the proceeds of the Financing (as defined below) in order to obtain cost savings or other benefits to the City (the “**2007 Refinancing**”) in connection with the Financing (as defined below).

(e) The City has outstanding an installment purchase transaction it entered into with the Corporation in connection with the issuance by the Corporation of the \$16,000,000 North Augusta Public Facilities Corporation Taxable Installment Purchase Revenue Bond (Parking Garage and Infrastructure Project) Series 2017A (the “**2017A Bonds**”), which matures January 18, 2018, subject to prior optional redemption. The proceeds of 2017A Bonds provided funds to refinance a prior financing of a structured parking facility adjacent to the North Augusta Municipal Center commonly referred to as the Medac deck, as well as funds to begin initial site work and grading for the Project. The City intends to redeem the

2017A Bonds using available funds and the proceeds of the Financing in order to amortize such Financing over the life of the Project (the “**2017A Refinancing**,” and together with the 2007 Refinancing, the “**Refinancing**”).

(f) The estimated cost of the Project, including the 2017A Refinancing, is \$72,096,541 exclusive of financing and related costs. The City has determined to defray the costs of financing or refinancing the Project from the following sources: (1) a cash contribution of approximately \$13,897,347, and (2) proceeds received through the Financing (described and defined below). The total cost of the Project, the Refinancing, and financing costs are estimated to be approximately \$82 million.

(g) The financing of the Project and the Refinancing will be effected through an installment purchase transaction, or transactions, pursuant to which the City will enter into a Base Lease (a form of which is attached hereto as Exhibit A) and an Installment Purchase Agreement (a form of which is attached hereto as Exhibit B) (collectively, the “**Financing**”). Such Base Lease and Installment Purchase Agreement may be amended from time to time to allow for multiple transactions to provide for the Financing.

(h) Pursuant to the provisions of the Base Lease, the City will (i) lease certain undeveloped property as well as parcels on which are located the North Augusta Municipal Center and the Medac parking deck (the “**Real Property**”) to the Corporation in consideration of the issuance by the Corporation of one or more series of installment purchase revenue bonds which will be issued pursuant to the provisions of the Trust Agreement, and (ii) convey existing improvements on the Real Property to the Corporation. The installment purchase revenue bonds will be paid by the Corporation from the receipts of certain payments (the “**Installment Payments**”) made by the City to the Corporation under the provisions of the Installment Purchase Agreement. Pursuant to the provisions of the Installment Purchase Agreement, the City will agree to purchase from the Corporation certain Facilities by making the Installment Payments, each as defined in the Installment Purchase Agreement.

(i) A portion of the Project, consisting of certain components, including a baseball stadium, parking facilities, and a convention center, constitute Redevelopment Projects (as defined and described in Ordinance No. 2013-19) of the City (the “**TIF Projects**”) and are eligible for financing pursuant to Title 31, Chapter 6 of the Code of Laws of South Carolina 1976, as amended (the “**TIF Act**”) and Ordinance No. 96-10, as amended by Ordinance No. 2013-19, (together, the “**TIF Ordinance**”). The City intends to defray the costs of some or all of the TIF Projects by issuing the TIF Obligation (as defined in Section 3 herein) to the Corporation. Payments made by the City to the Corporation required by the TIF Obligation shall constitute credits against certain of the Installment Payments required to be made by the City to the Corporation, as further described in the Installment Purchase Agreement. The City intends to defray \$43,000,000 of TIF Projects, exclusive of financing and related costs, pursuant to the TIF Ordinance and to cause the issuance of an obligation contemplated by the TIF Ordinance to defray financing and other costs in an amount, together with the costs of the Redevelopment Project, which will not exceed \$55,000,000 (inclusive of the refinancing of the 2016 TIF Obligation (as defined herein)).

(j) The installment purchase revenue bonds will be issued by the Corporation in one or more series in an aggregate principal amount not exceeding \$72,000,000, captioned as Installment Purchase Revenue Bonds (City of North Augusta Project), Series 2017B, in a principal amount to be determined by the Corporation (the “**2017 Bonds**”). The Corporation shall change the bond caption or series designation as appropriate to reflect transaction timing and structure, upon advice received and as appropriate. The proceeds of the 2017 Bonds may be used to (i) defray a portion of the costs of the design, acquisition, construction and equipping of the Project, (ii) pay capitalized interest on the 2017 Bonds, (iii) fund a reserve account, if any, or pay the premium associated with a reserve surety, if any, (iv) refund any obligations issued to defray any costs associated with the Project, (v) effect the Refinancing, and (vi) pay the costs of issuance of the 2017 Bonds.

(k) The rights to receive Installment Payments and TIF Obligation payments are being assigned by the Corporation to the Trustee under the Trust Agreement as security and the source of payment for the Bonds.

As previously discussed, in order to finance a portion of the design, acquisition, construction and equipping of the Project and effect the Refinancing, the Council has determined that it is necessary and in the best interest of the City to enter into the Financing authorized by this Ordinance with the Corporation. The Council has further determined that the Financing will serve a proper public and corporate purpose of the City and that the Project will be publicly owned.

Section 2. Definitions.

The terms defined in this Section for all purposes of this Ordinance shall have the respective meanings as set forth in this Section. The term:

“**2007 Lease Purchase**” means the City’s original amount \$6,350,000 Lease-Purchase Obligation, Series 2007, which financed a portion of the City’s Municipal Building.

“**Base Lease**” means the Base Lease Agreement by and between the City and the Corporation to be dated as of the date of its delivery, as the same may be amended or supplemented from time to time.

“**City**” means the City of North Augusta, South Carolina.

“**City Administrator**” shall mean the City Administrator of the City of North Augusta, South Carolina.

“**City Clerk**” shall mean the City Clerk of the City of North Augusta, South Carolina.

“**Code**” means the Internal Revenue Code of 1986, as amended, from time to time, or any successor internal revenue laws of the United States enacted by the Congress of the United States in replacement thereof. References to the Code and sections of the Code

include relevant applicable regulations, temporary regulations and proposed regulations thereunder and any successor provisions to those sections, regulations, temporary regulations or proposed regulations.

“**Corporation**” means the North Augusta Public Facilities Corporation, a South Carolina nonprofit corporation.

“**Council**” means the City Council of the City of North Augusta, South Carolina.

“**Financing Documents**” means collectively, the Base Lease, the Installment Purchase Agreement, and the Trust Agreement, as each may be amended or supplemented from time to time, particularly to allow for the refunding of a series of Bonds to (1) modify the maturity schedule or other terms of such series of Bonds or (2) obtain debt service savings.

“**Installment Purchase Agreement**” means the one or more Installment Purchase and Use Agreements by and between the Corporation and the City to be dated as of the date of its delivery to provide for the City’s acquisition of the Project, as the same may be amended or supplemented from time to time by the Mayor and City Administrator, particularly to allow for the refunding of a series of Bonds.

“**Mayor**” shall mean the Mayor of the City of North Augusta, South Carolina.

“**Official Statement**” means the official statement prepared in connection with the sale of the Series 2017 Bonds.

“**Ordinance**” means this Ordinance of the City.

“**Preliminary Official Statement**” means the preliminary official statement prepared in connection with the sale of the Series 2017 Bonds.

“**Project**” means the design, acquisition, construction, and equipping of a multi-purpose municipal stadium, conference facilities, structured and other parking, public park elements including, without limitation, landscaping and hardscape construction to enhance the City’s Greenway, and certain infrastructure including, without limitation, storm drainage, utilities (water, sanitary, electric, fiber, and gas), asphalt paving construction, sidewalks, and street lighting as further described on Exhibit E hereto.

“**Real Property**” means all those certain pieces, parcels or tracts of land as shown on Exhibit D hereto.

“**Refinancing**” means the refinancing of the 2007 Lease Purchase and the refinancing of the 2017A Bonds.

“**South Carolina Code**” shall mean the Code of Laws of South Carolina 1976, as amended.

“*State*” shall mean the State of South Carolina.

“*TIF Ordinance*” means Ordinance No. 96-10, as amended by Ordinance No. 2013-19, of the City, and as may be further amended or supplemented from time to time.

“*TIF Projects*” means that portion of the Project and related financing costs described in the TIF Ordinance and eligible to be financed pursuant to the TIF Ordinance.

“*Trust Agreement*” means the Trust Agreement by and between the Corporation and the Trustee to be dated as of the date of its delivery, as the same may be amended or supplemented from time to time by the parties thereto, particularly to allow for the refunding of a series of Bonds.

“*Trustee*” means any bank, trust company, or national banking association meeting the eligibility requirements set forth in the Trust Agreement and which is selected in accordance with the provisions of Section 7 hereof.

Section 3. Authorization of TIF Obligations.

A. In order to carry out the TIF Projects, the City hereby authorizes the issuance of not to exceed \$55,000,000 of obligations (the “*TIF Obligations*”) which shall be secured by the entire special tax allocation fund created by the TIF Ordinance, except that specific series of TIF Obligations may be secured solely by the portions of the special tax allocation fund attributable to parcels within the Ballpark Village Municipal Improvement District (as defined in Ordinance No. 2016-23 of the City), or vice versa, in the discretion of the Mayor and City Administrator, in order to complete portions of the Financing on a federally tax-exempt basis. Of the \$55,000,000 of TIF Obligations authorized hereunder, not more than \$54,975,000 shall be for purposes contemplated in the TIF Ordinance and not more than \$25,000 may be applied to refund that \$25,000 Tax Increment Revenue Obligation, Series 2016A of the City, dated December 2, 2016, which matures on December 2, 2021 (the “*2016 TIF Obligation*”). If the 2016 TIF Obligation remains outstanding, it shall be on a parity with the TIF Obligations. The TIF Obligations may be issued in one or more series, may bear such date or dates, may mature at such time or times not exceeding thirty years from their respective dates, may bear such rate or rates of interest (including a variable rate of interest), may be in such denomination or denominations, may be in such form, either coupon or registered, may carry such registration and conversion privileges, may be executed in such manner, may be payable in such medium of payment, at such place or places, may be subject to such terms of redemption, with or without premium, may be declared or become due before the maturity date thereof, may provide for the replacement of mutilated, destroyed, stolen, or lost bonds, may be authenticated in such manner and upon compliance with such conditions, and may contain such other terms and covenants, as determined by the Mayor and City Administrator, as the authority of the Council has been delegated this day. The Mayor and City Administrator are authorized to sell any TIF Obligations to the North Augusta Public Facilities Corporation in such manner and upon

such terms as they consider best for the interests of the City. A form of the TIF Obligations is attached hereto as Exhibit F.

B. In connection with the issuance of any TIF Obligations, the City hereby incorporates the findings in the TIF Ordinance by reference, with regard to all findings required by Section 31-6-80(A) of the South Carolina Code. However, for the avoidance of doubt, the City explicitly sets forth the following:

i. A redevelopment plan for the purposes of Title 31, Chapter 6 of the South Carolina Code, containing a statement of the objectives of the City with regard to such plan was adopted by the TIF Ordinance, and such Amended Redevelopment Plan (as defined in the TIF Ordinance) is incorporated herein by reference.

ii. The need for and proposed use of the proceeds of the TIF Obligations in relationship to the Amended Redevelopment Plan as set forth at Section 2.03 of Ordinance No. 2013-19 of the City, is hereby affirmed, and is incorporated herein by reference.

iii. The City estimates that the portion of the costs of the Amended Redevelopment Plan to be funded from TIF Obligations is to be approximately \$43 million, TIF Obligations to be issued are to not exceed \$55 million (inclusive of any refunding of the 2016 TIF Obligation, funding of reserves, and financing costs), and the total tax increment necessary to meet the costs of debt service on the TIF Obligations is approximately \$87.5 million.

iv. A list of all real property in the Redevelopment Project Area (as defined in the TIF Ordinance) is included at Exhibit C.

v. The duration of the Amended Redevelopment Plan extends to the earlier of (i) November 18, 2048, or (ii) the date the TIF Obligations, including any refunding obligations, are paid off in full.

vi. The overlapping political subdivisions affected by the Amended Redevelopment Plan are Aiken County (the "*County*") and the Aiken County Public School District (the "*School District*"). The City has entered into separate intergovernmental agreements with the County and the School District (collectively, the "*IGA's*" and each an "*IGA*") whereby each entity has agreed to participate in the Amended Redevelopment Plan on a modified basis. The City estimates that such agreements to participate in the Amended Redevelopment Plan will result in the County contributing approximately \$29.4 million in tax increment revenues and the School District contributing approximately \$13.4 million in tax increment revenues to support the Amended Redevelopment Plan. Because the City finds that in the absence of participation by the County and the School District, the Amended Redevelopment Plan would be impracticable and the quantum of private investment contemplated in connection therewith unlikely to be obtained, the City finds the overall impact of the Amended Redevelopment Plan on the County and the School District to be positive in terms of additional economic development and additional

revenues. The County and School District have each agreed in their respective IGA to allow for the application of TIF revenues to the extent provided in each case therein, and, accordingly, the City does not anticipate declaring a surplus in connection with the pledging of the special tax allocation fund to the payment and securing of the TIF Obligations or the payment of the costs of the TIF Projects. Nonetheless, tax increment collections attributable to the County and the School District in excess of each entity's respective participation contemplated in the IGA's shall be promptly remitted to the County and the School District in accordance with the TIF Act.

vii. The City finds again anew and reaffirms the existence of the conditions related to blight and declining property values contained in Ordinance No. 2013-19 of the City and the findings related thereto that (i) the Redevelopment Project Area contains blighted and conservation areas and that private initiatives are unlikely to alleviate these conditions without substantial public assistance; (ii) property values in the Redevelopment Project Area would remain static or decline without public intervention; and (iii) redevelopment in the Redevelopment Project Area is in the interest of the health, safety, and general welfare of the citizens of the City.

C. A certified copy of this Ordinance shall be filed in the office of the City Clerk and the County Treasurer and shall constitute the authority for the extension and collection of the taxes to be deposited in the special tax allocation fund.

D. The Mayor and City Administrator shall issue TIF Obligations to the Corporation should they find that securing any Installment Purchase Agreement with the TIF Obligations is in the best interest of the City in order to induce the Corporation to enter into such agreement, issue the 2017 Bonds, and defray the costs of the TIF Projects that form a portion of the Project. In such event, the right of the Corporation to receive debt service payments on the TIF Obligations shall assigned by the Corporation to the Trustee under the Trust Agreement and, when received, shall serve as a credit or offset against Installment Payments to be made by the City under the Installment Purchase Agreement.

Section 4. Authorization for the Project; Authorization of Cash Contribution.

The Project is hereby approved. The appropriate officers and agents of the City are empowered and directed to negotiate, execute and deliver contracts, agreements, certificates and conveyances necessary or convenient to accomplish the Project, including the Financing Documents.

The cash contribution described in Section 1(f) has previously been approved in the City's most recent annual budget.

Section 5. Approval of Issuance of Bonds.

The City hereby approves the issuance by the Corporation of the Bonds, as a single series, or from time to time as several series of Bonds. No 2017 Bonds shall mature later

than November 18, 2048. The foregoing authorization related to the issuance of the 2017 Bonds is explicitly conditioned on the prior or simultaneous execution by the Mayor and City Administrator of the Installment Purchase Agreement and the Base Lease. The City also acknowledges that, in accordance with the provisions of the Installment Purchase Agreement, the City will acquire absolute title to the Project upon payment of all amounts due under the Installment Purchase Agreement; *provided, however*, that the City does not hereby waive its right to terminate the Installment Purchase Agreement prior to such payment in accordance with the provisions of the Installment Purchase Agreement.

Section 6. Approval of Base Lease, Installment Purchase Agreement, and Trust Agreement.

The form, terms and provisions of the Base Lease presented to this meeting and filed with the minutes of the Council at which this Ordinance was enacted are approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Base Lease were set out in this Ordinance in its entirety. The Mayor is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the City Clerk is hereby authorized, empowered and directed to attest, the Base Lease in the name and on behalf of the City, and thereupon to cause the Base Lease to be delivered to the Corporation and to cause the Base Lease (or memoranda thereof) to be recorded in the office of the Register of Deeds for Aiken County. The Base Lease is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the Mayor and the City Administrator. Such changes shall be made upon the advice of the City's legal counsel, particularly as to provide for any changes necessary to provide for a direct placement to a lending institution, to provide for a refunding transaction to extend the term, to provide for a series of 2017 Bonds to be issued on a federally tax-exempt basis, or to provide for otherwise useful or necessary changes to carry out the purposes of this Ordinance. Such changes may also include, after consulting with the City's financial advisor, changes necessary to reflect a reduction in the scope of the Project to be funded at a given time or the security offered bondholders. The execution thereof by the Mayor and the City Clerk constitutes conclusive evidence of approval of any and all changes or revisions therein from the form of Base Lease now before this meeting. Any amendment to the Base Lease shall be executed in the same manner. The Base Lease may be effected through one or more Base Leases.

The form, terms and provisions of the Installment Purchase Agreement presented to this meeting and filed with the minutes of the Council at which this Ordinance was enacted are approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Installment Purchase Agreement were set out in this Ordinance in its entirety. The Mayor is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the City Clerk is hereby authorized, empowered and directed to attest, the Installment Purchase Agreement in the name and on behalf of the City, and thereupon to cause the Installment Purchase Agreement to be delivered to the Corporation and to cause the Installment Purchase Agreement (or memoranda thereof) to be recorded in the office of the Register of Deeds for Aiken County. The Installment Purchase Agreement

is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the Mayor and City Administrator. Such changes shall be made upon the advice of the City's legal counsel, particularly as to provide for any changes necessary to provide for a direct placement to a lending institution, to provide for a refunding transaction to extend the term, to provide for a series of 2017 Bonds to be issued on a federally tax-exempt basis, or to provide for otherwise useful or necessary changes to carry out the purposes of this Ordinance. Such changes may also include, after consulting with the City's financial advisor, changes necessary to reflect a reduction in the scope of the Project to be funded at a given time or the security offered bondholders. The execution thereof by the Mayor and the City Clerk constitutes conclusive evidence of approval of any and all changes or revisions therein from the form of the Installment Purchase Agreement now before this meeting. Any amendment to the Installment Purchase Agreement shall be executed in the same manner. The Installment Purchase Agreement may be effected through one or more Installment Purchase Agreements.

The City is not a party to the Trust Agreement, but the City acknowledges that the Trust Agreement is an integral part of the documents related to the Financing. The form of the Trust Agreement previously presented to the City Administrator and made available for review by the Council is hereby approved by the City with such additions, deletions, amendments and changes as may be deemed necessary by the parties thereto and approved by the City Administrator prior to the consummation of the Financing. Such changes shall be made upon the advice of the City's legal counsel, particularly as to any changes necessary to provide for a direct placement to a lending institution or to provide for a refunding transaction to extend the term or otherwise useful or necessary to carry out the purposes of this Ordinance. The Trust Agreement may be effected through one or more Trust Agreements, as any of such agreements may be supplemented or amended to carry out the Financing.

Section 7. Selection of Trustee.

The City and the Corporation have selected U.S. Bank National Association as the Trustee in connection with the Financing. The City Administrator is hereby authorized to effect, with advice from bond counsel and the consent of the Corporation, the engagement of the Trustee.

Section 8. Execution of Documents.

The Mayor and the City Administrator, or either one of them acting alone, and the City Clerk are fully empowered and authorized to take such further actions and to execute and deliver such additional documents as may be deemed necessary or desirable in order to effectuate the execution and delivery of the Base Lease and the Installment Purchase Agreement in accordance with the terms and conditions therein set forth, and the transactions contemplated hereby and thereby, and the action of such officers in executing and delivering any of such documents, in such form as the Mayor and City Administrator shall approve, is hereby fully authorized. The Mayor and City Administrator are authorized

to negotiate the bond purchase agreement related to the 2017 Bonds, the substantially final form of which shall be

The City Administrator is hereby authorized on behalf of the City to “deem final” the Preliminary Official Statement within the meaning of Rule 15c2-12 adopted by the U.S. Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, and to execute and deliver the final Official Statement.

Section 9. Tax Covenants.

The Corporation is issuing the Bonds on behalf of the City. Without limiting the generality of the foregoing, the City represents and covenants, except as to any Bonds that may be issued on a federally taxable basis, that:

(a) The City will not permit the proceeds of the Bonds or any facility financed or refinanced with the proceeds thereof to be used in any manner that would cause the Bonds to meet the private business tests of Section 141(b)(1) and (2) of the Code or the private loan financing test of Section 141(c) of the Code.

(b) The City is not a party to nor will it enter into any contracts with any person for the use or management of any facility provided with the proceeds of the Bonds that do not conform to the guidelines set forth in Revenue Procedure 97-13.

(c) The City will not sell or lease the Facilities (as defined in the Installment Purchase Agreement) obtained with proceeds of the Bonds or the Real Property to any person unless it obtains the opinion of nationally recognized bond counsel that such lease or sale will not adversely affect the designation of the Bonds as tax-exempt bonds.

(d) The Bonds will not be federally guaranteed within the meaning of Section 149(b) of the Code.

Section 10. Severability.

If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 11. Repeal of Inconsistent Ordinances and Resolutions.

All ordinances and resolutions of the City, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 12. Effective Date.

This Ordinance shall be effective upon its enactment by the Council.

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

(SEAL)

Lark W. Jones, Mayor

ATTEST:

Donna B. Young, City Clerk

First Reading: October 26, 2015
Public Hearing: October 26, 2015
1st Second Reading: October 17, 2016
2nd Second Reading: January 30, 2017
Third Reading:

EXHIBIT A

Form of Base Lease

BASE LEASE AGREEMENT

between

CITY OF NORTH AUGUSTA, SOUTH CAROLINA
as lessor

and

NORTH AUGUSTA PUBLIC FACILITIES CORPORATION
as lessee

Dated _____, 2017

All rights, title and interest of the North Augusta Public Facilities Corporation in this Base Lease Agreement have been assigned to _____ as Trustee under the Trust Agreement dated of even date herewith, and are subject to the security interest of the Trustee.

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BASE LEASE AGREEMENT

THIS BASE LEASE AGREEMENT dated _____, 2017 (this "**Base Lease**") made and entered into by and between the CITY OF NORTH AUGUSTA, SOUTH CAROLINA, a political subdivision of the State of South Carolina (the "**City**"), as lessor, and the NORTH AUGUSTA PUBLIC FACILITIES CORPORATION, a nonprofit corporation duly organized under the laws of the State of South Carolina (the "**Corporation**"), as lessee,

WITNESSETH:

WHEREAS, the Corporation is a nonprofit corporation formed under the provisions of Title 33, Chapter 31 of the Code of Laws of South Carolina, 1976, as amended; and

WHEREAS, the City is a political subdivision of the State (as defined herein) and is authorized under the provisions of Sections 5-7-30 and 5-7-40, Code of Laws of South Carolina 1976, as amended (the "**Act**"), to enter into this Base Lease; and

WHEREAS, the City is the owner of the 2017 Real Property (as defined herein), which is comprised of certain parcels of undeveloped property upon which will be constructed the 2017 Project (as defined in the hereinafter defined Purchase and Use Agreement), as well as parcels of property upon which are located the North Augusta Municipal Center and the Medac parking deck (the "**Existing Facilities**" as more specifically described on Exhibit A hereto); and

WHEREAS, the City desires to lease the 2017 Real Property to the Corporation and to convey the Existing Facilities to the Corporation so that the Corporation may provide funds to provide for the design, acquisition, construction and equipping of the 2017 Project; and ; and

WHEREAS, the Facilities (as defined in the Purchase and Use Agreement) will be sold by the Corporation to the City under the terms of an Installment Purchase and Use Agreement dated of even date herewith (the "**Purchase and Use Agreement**") between the Corporation and the City; and

WHEREAS, the payments to be made under the Purchase and Use Agreement and the rights of the Corporation thereto (except for certain reserved rights as provided therein) are to be assigned to U.S. Bank National Association, as trustee (the "**Trustee**"), pursuant to the terms of a Trust Agreement dated of even date herewith (the "**Trust Agreement**"), between the Corporation and the Trustee, in order to secure and provide a source of payment for certain bonds, the proceeds of which are to be used for the purposes described above and in the Trust Agreement; and

WHEREAS, the City desires to enter into this Base 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 Base Lease Rent herein set forth, the City and the Corporation 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 Trust Agreement or the Purchase and Use Agreement, 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:

“2017 Real Property” means the real property, absent any improvements thereon, on which the 2017 Project is or will be located, and the real property on which the North Augusta Municipal Center is located, as described in Exhibit A hereto.

“Act” means Sections 5-7-30 and 5-7-40, Code of Laws of South Carolina 1976, as amended.

“Additional Real Property” means any real property made subject to this Base Lease.

“Base Lease Rent” means the amount set forth in Section 3.4(a) of this Base Lease.

“Base Lease Term” means the term of this Base Lease which ends on the earlier of (i) December 1, 2056, or (ii) the date on which the Series 2017B Bonds are discharged within the meaning of Section 3.19(d) of the Trust Agreement.

“Corporation” means the North Augusta Public Facilities Corporation, a nonprofit corporation formed under the laws of the State of South Carolina, and its successors and assigns.

“Corporation Representative” means the person or persons at the time designated to act on behalf of the Corporation in matters relating to this Base Lease, the Purchase and Use Agreement and the Trust Agreement as evidenced by a written certificate furnished to the City and the Trustee containing the specimen signature of such person or persons and signed on behalf of the Corporation by its President or any Vice President. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Corporation Representative.

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

“Counsel” means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either the City or the Corporation.

“Event of Default” means (a) with respect to the Purchase and Use Agreement, any Event of Default as defined in Section 8.1 of the Purchase and Use Agreement, and (b) with respect to the Trust Agreement, any Event of Default as defined in Section 7.1 of the Trust Agreement.

“**Existing Facilities**” means the North Augusta Municipal Center and the Medac parking deck, as more specifically described on Exhibit A hereto.

“**Fiscal Year**” means the 12-month period adopted by the City as its fiscal year for financial reporting purposes. Currently, such Fiscal Year for the City begins on January 1 of each year.

“**Installment Payments**” means those payments required to be made by the City by Sections 4.1, 4.2 and 4.4 of the Purchase and Use Agreement.

“**Ordinance**” means the Ordinance enacted by the Council on January 30, 2017, authorizing the City’s execution and delivery of this Base Lease and the Purchase and Use Agreement and consenting to the Trust Agreement.

“**Purchase and Use Agreement**” shall mean the Installment Purchase and Use Agreement dated of even date herewith between the Corporation and the City.

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

“**City**” means the City of North Augusta, South Carolina.

“**Trust Estate**” means the Trust Estate described in the Granting Clauses of the Trust Agreement.

“**Trustee**” means U.S. Bank National Association, a corporation organized and existing under the laws of the United States of America, and its successor or successors and any other trustee which at any time may be substituted in its place pursuant to and at the time serving as trustee under the Trust Agreement.

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 City. The City represents, warrants and covenants as follows:

- (a) The City is a political subdivision of the State.
- (b) The conveyance of title to the Existing Facilities and the demise and lease of the 2017 Real Property by the City to the Corporation, as provided in this Base Lease, in order to allow the Corporation to provide for the design, acquisition, construction and equipping of the 2017 Project by the issuance of the Series 2017B Bonds and to provide for the sale of the Facilities to the City pursuant to the Purchase and Use Agreement have been undertaken to enable the City to provide suitable public facilities in the City.
- (c) The Council has full power and authority to enact the Ordinance and the City has full power and authority to enter into the transactions contemplated by this Base Lease and to carry out its obligations hereunder.
- (d) Neither the execution and delivery of this Base 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 City is now a party or by which the City is bound.
- (e) The City has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby the City's interests in the 2017 Real Property and the Facilities shall be or may be impaired, changed or encumbered in any manner whatsoever except as permitted by this Base Lease or the Purchase and Use Agreement.
- (f) The City is the fee owner of the 2017 Real Property. The 2017 Real Property as it exists on the date hereof is free and clear of all liens, encumbrances and restrictions (including, without limitation, leases) other than Permitted Encumbrances.

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

- (a) The Corporation is a nonprofit corporation duly incorporated under the laws of the State and has corporate power to enter into this Base Lease, the Purchase and Use Agreement and the Trust Agreement. By proper corporate action the officers of the Corporation have been duly authorized to execute and deliver this Base Lease, the Purchase and Use Agreement and the Trust Agreement.
- (b) The execution and delivery of this Base Lease, the Purchase and Use Agreement and the Trust Agreement and the consummation of the transactions herein and therein contemplated will not conflict with or constitute a breach of or default under the Corporation's articles of incorporation or bylaws or any bond, debenture, note or other evidence of indebtedness of the Corporation, or any contract, agreement, or instrument to which the Corporation is a party or by which it is bound.

(c) To provide funds to defray the costs of the 2017 Project, the Corporation will enter into the Trust Agreement pursuant to which it will issue the Series 2017B Bonds payable from and secured by the Installment Payments under the Purchase and Use Agreement.

[END OF ARTICLE II]

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

SECTION 3.1. Conveyance of the Existing Facilities and Lease of the 2017 Real Property. The City hereby demises and leases to the Corporation and the Corporation hereby leases from the City the 2017 Real Property for a term which ends on the expiration of the Base Lease Term for the rentals and other consideration set forth in Section 3.4 hereof and in accordance with the provisions of this Base Lease. The City hereby conveys the Existing Facilities to the Corporation and the Corporation hereby accepts such conveyance from the City. The parties hereto agree to amend Exhibit A to this Base Lease by the execution of a Supplement to Base Lease Agreement, in substantially the form of Exhibit B attached hereto, from time to time, if the City acquires Additional Real Property which should become subject to this Base Lease.

SECTION 3.2. Purchase of the Facilities. Pursuant to the terms of the Purchase and Use Agreement, the Corporation will design, acquire, construct and equip the 2017 Project (but solely from the proceeds of the Series 2017B Bonds, when issued) and will convey title to the Facilities (including but not limited to the 2017 Project) to the City, but subject to the terms of the Trust Agreement and the reservation of certain rights under this Base Lease.

SECTION 3.3. Assignments, Subleases and Mortgages. Except as contemplated by the Trust Agreement or permitted by the Purchase and Use Agreement, the Corporation may not (a) mortgage or otherwise encumber or assign its rights under this Base Lease, (b) lease, assign, transfer or otherwise dispose of its interest in the 2017 Real Property or the Facilities or any portion thereof or (c) remove, modify or alter the 2017 Real Property or the Facilities, without the consent of the City.

SECTION 3.4. Rent and Other Consideration. As and for rental hereunder and in consideration for the leasing of the 2017 Real Property to the Corporation hereunder, the Corporation agrees (a) to pay to the City an annual amount of One Dollar per year (the “*Base Lease Rent*”) and (b) to fulfill its obligations with respect to the 2017 Facilities as provided in the Purchase and Use Agreement.

SECTION 3.5. Taxes and Insurance. The City shall pay and have responsibility for all taxes on and insurance of the 2017 Real Property and the Facilities. All insurance shall provide that the proceeds shall be payable to the City, the Corporation or the Trustee as their interests may appear.

SECTION 3.6. Granting of Easements, Rights of Way, Releases and Substitutions of Property. From time to time during the term hereof and so long as there is not an existing Event of Default under the Purchase and Use Agreement and there has not occurred an Event of Nonappropriation that has not been waived by the Corporation or the Trustee (if applicable), the Corporation, at the request of the City, may execute such instruments as are necessary to provide for the granting of easements or rights of way for road construction, utilities or in such other instances as the City certifies are not inconsistent or incompatible with the continued use of the balance of the 2017 Real Property for its intended purposes. Such instruments may include a termination of this Base Lease with respect to such portion of the 2017 Real Property as is affected thereby or an acceptance or acknowledgment of the right of the grantee of any such

easement or right-of-way to continue to use such property notwithstanding the exercise of any rights or remedies afforded to the Corporation hereunder or under the Purchase and Use Agreement. Any request from the City hereunder shall be accompanied by copies of any instruments proposed to be executed together with a certificate from the City to the effect that: (a) the continued use of the 2017 Real Property affected thereby will not be impaired or hampered thereby; (b) access to the 2017 Real Property for ingress and egress will be adequate for the purposes for which the 2017 Real Property is intended to be used; and (c) the value of the 2017 Real Property to the City will not be significantly diminished thereby.

The Corporation may also terminate this Base Lease with respect to any portion of the 2017 Real Property deemed excess or unneeded for the continued operation of the Facilities and the related facilities for the purposes for which they were designed or are then being used, and release its interest in such portion to the City, upon receipt by the Corporation of the following: (a) a plat showing the location of the Facilities and related facilities and the portion of the 2017 Real Property deemed excess or unneeded; (b) an amendment to Exhibit A hereto revising the description of the affected parcel of property; (c) a certificate from an engineer or architect stating that the remaining 2017 Real Property will be adequate for the continued operation of the Facilities and related facilities for the purpose for which they were designed or are then being used including a certification that there will be adequate access to the remaining 2017 Real Property for ingress and egress; and (d) a certification from the City that the portion of the 2017 Real Property being released from the provisions hereof is excess to or unneeded for the continued operation of the Facilities and related facilities for the purposes for which they were designed or are then being used.

[END OF ARTICLE III]

ARTICLE IV TERMINATION

SECTION 4.1. Termination.

(a) This Base Lease shall terminate upon the completion of the Base Lease Term; provided, however, in the event the City exercises the option to purchase the Facilities as provided in Section 9.1 of the Purchase and Use Agreement and satisfies the conditions thereof, then this Base Lease shall be considered terminated through merger of the leasehold interest with the interest of the City and, provided further, that upon any partition of the Facilities pursuant to Section 2.4 of the Purchase and Use Agreement, this Base Lease shall be terminated with respect to that portion of the 2017 Real Property (the “*City Real Property*”) relating to any City Facilities (as defined in the Purchase and Use Agreement) and the City Real Property shall no longer be subject to this Base Lease and the Corporation shall have no interest therein.

(b) The Corporation agrees, upon any termination or completion of the Base Lease Term or the exercise by the City of its option to purchase as provided in Section 9.1 of the Purchase and Use Agreement, to quit and surrender the 2017 Real Property and that all title and interest in the Facilities and the 2017 Real Property shall vest in the City free and clear of the encumbrance of this Base Lease and any other encumbrances except Permitted Encumbrances. The Corporation agrees, upon any partition of the Facilities provided for in Section 2.4 of the Purchase and Use Agreement, to quit and surrender the City Real Property and that all title and interest in the City Facilities and the City Real Property shall vest in the City free and clear of the encumbrance of this Base Lease and any other encumbrances except Permitted Encumbrances.

If an Event of Default under the Purchase and Use Agreement occurs or if the City fails to continue the Purchase and Use Agreement for the entire term thereof for any reason, the Corporation shall have the right of possession of the portion of the 2017 Real Property (the “*Corporation Real Property*”) relating to the Corporation Facilities (as defined in the Purchase and Use Agreement) as the result of a partition as provided for in Section 2.4 of the Purchase and Use Agreement for the remainder of the Base Lease Term and shall have the right to sublease the Corporation Facilities or transfer its leasehold interest in the Corporation Real Property and in this Base Lease upon whatever terms and conditions it deems prudent; provided that the Corporation Facilities shall always be operated in compliance with all applicable governmental rules, regulations and orders. Both parties acknowledge that the City has an insurable interest in the Corporation Facilities but not in any additions, alterations, furnishings and fixtures provided in connection with the use of the Corporation Facilities by the Corporation or any person to whom the Corporation enters into a lease, license or other such agreement providing for occupancy temporary or long-term. Therefore, the City’s obligation to provide insurance and pay taxes under the provisions of Section 3.5 hereof shall be limited to the 2017 Real Property and the Facilities as they existed as of the Partition Date (as defined in the Purchase and Use Agreement) and the Corporation shall provide the City with adequate public liability and comprehensive risk insurance covering the use of the Corporation Facilities, and shall pay all taxes relating to any additions, alterations, furnishings and fixtures located therein for the remainder of the Base Lease Term and will furnish the City with evidence thereof. In the event that the Corporation shall receive a payment for the transfer of its leasehold interest or total rental payments for subleasing that are, after the payment of the Corporation’s expenses in connection therewith, including fees and expenses of the Trustee, in excess of the principal

amount of the Bonds then Outstanding (as defined in the Trust Agreement) at the time of termination or default and the interest and premium, if any, due and to become due thereon (with amounts so received to be credited first to such interest and then to principal), then such excess shall be paid to the City by the Corporation, its assigns or its lessee.

SECTION 4.2. Default by the Corporation. The City shall not have the right to exclude the Corporation from the 2017 Real Property or the Facilities or to take possession of the 2017 Real Property or the Facilities (except pursuant to the Purchase and Use Agreement) or to terminate this Base Lease prior to the termination of the Base Lease Term notwithstanding any default by the Corporation hereunder; except that if, upon exercise of the option to purchase the Corporation's entire interest in the Facilities granted to the City in Article IX of the Purchase and Use Agreement and after the payment of the purchase price specified therein and the other sums payable under the Purchase and Use Agreement, the Corporation fails to convey its interest in the Facilities to the City pursuant to said option, then the City shall have the right to terminate this Base Lease, such termination to be effective 30 days after delivery of written notice of such termination to the Corporation. However, in the event of any default by the Corporation hereunder, the City may maintain an action, if permitted in equity, for specific performance.

SECTION 4.3. Quiet Enjoyment. Subject to the Purchase and Use Agreement, the Corporation at all times during the term of this Base Lease shall peaceably and quietly have and enjoy the 2017 Real Property and the Facilities.

SECTION 4.4. No Merger. Except as expressly provided herein, no union of the interests of the City and the Corporation herein or in the Purchase and Use Agreement shall result in a merger of this Base Lease and the title to the Facilities.

SECTION 4.5. Waiver of Personal Liability. All liabilities under this Base Lease on the part of the Corporation are fully corporate liabilities of the Corporation as a corporation, and, to the extent permitted by law, the City hereby releases each and every incorporator, member, director and officer of the Corporation of and from any personal or individual liability under this Base Lease, including without limitation the obligation to make payment of the Base Lease Rent. No incorporator, member, director or officer of the Corporation shall at any time or under any circumstances be individually or personally liable under this Base Lease for anything done or omitted to be done by the Corporation hereunder.

SECTION 4.6. Maintenance of Premises. Subject to the provisions of the Purchase and Use Agreement, the Corporation covenants that it will maintain or cause to be maintained the 2017 Real Property, and will not cause, permit or suffer to be caused or permitted waste thereto. At the conclusion of the term of this Base Lease, the 2017 Real Property shall be returned to the City, together with the Facilities and any other improvements thereto, in substantially the condition thereof as of the date hereof or the date the Additional Real Property is added hereto, subject to normal wear and tear. Except as contemplated under the Purchase and Use Agreement, the Corporation shall not make or consent to any other improvements, modifications or alterations to the 2017 Real Property or the Facilities or any portion thereof, or remove any part thereof without the prior written consent of the City. Prior to an Event of Nonappropriation that has not been waived, in the event of any damage, destruction or condemnation of any of the 2017 Real Property, the provisions of Article VII of the Purchase and Use Agreement shall be deemed to apply with respect to the 2017 Real Property in like

manner as provided therein with respect to Facilities, and the net proceeds from any insurance policies, performance bonds or condemnation awards shall be applied in the same manner for the benefit of 2017 Real Property as are Net Proceeds under Section 7.2 of the Purchase and Use Agreement. After an Event of Nonappropriation that has not been waived, in the event of any damage, destruction or condemnation of any of the 2017 Real Property, the proceeds of any insurance or condemnation awards allocable to the Corporation's interest in the 2017 Real Property shall be applied as directed by the Trustee either in the manner provided in Section 7.2 of the Purchase and Use Agreement or to the retirement of all Bonds then Outstanding and the excess, if any, remaining thereafter to such use as the City may direct.

[END OF ARTICLE IV]

ARTICLE V
CONTROL OF 2017 REAL PROPERTY AND
FACILITIES DURING BASE LEASE TERM

SECTION 5.1. Control of 2017 Real Property and Facilities During Base Lease Term. Subject to the provisions of the Purchase and Use Agreement and Section 4.6 hereof, during the Base Lease Term, the Corporation shall have complete control over the 2017 Real Property and the Facilities and their operation.

[END OF ARTICLE V]

**ARTICLE VI
MISCELLANEOUS**

SECTION 6.1. Covenants Running with the 2017 Real Property. All covenants, promises, conditions and obligations herein contained or implied by law are covenants running with the 2017 Real Property and shall attach and bind and inure to the benefit of the City and the Corporation and their respective heirs, legal representatives, successors and assigns, except as otherwise provided herein.

SECTION 6.2. Binding Effect. This Base Lease shall inure to the benefit of and shall be binding upon the City, the Corporation and their respective 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. This Base Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee, if and to the extent required by the Trust Agreement, other than (a) to make any Additional Real Property subject to this Base Lease, or (b) as provided in Section 3.6 hereof in connection with the granting of easements, releases and substitutions.

SECTION 6.5. Execution in Counterparts. This Base 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 Base 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 Base Lease to be given to or filed with the City, the Corporation, or the Trustee if the same is given or filed in the manner and at the addresses specified in the Trust Agreement.

SECTION 6.9. Successors and Assigns. All covenants, promises and agreements contained in this Base Lease by or on behalf of or for the benefit of the City or the Corporation, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 6.10. Compliance. Notwithstanding anything in this Base Lease to the contrary, during the term of this Base Lease, neither the Corporation nor any assignee of the Corporation's interest hereunder nor any sublessee of the Corporation shall operate the Facilities for any purpose which is not in compliance with all applicable governmental rules, regulations and orders.

[END OF ARTICLE VI]

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

**CITY OF NORTH AUGUSTA,
SOUTH CAROLINA**

(SEAL)

Witness

By: _____
Mayor

Attest

City Clerk

**NORTH AUGUSTA PUBLIC FACILITIES
CORPORATION**

(SEAL)

Witness

By: _____
President

Attest

Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

PROBATE

Personally appeared before me the undersigned witness who on oath says, that (s)he saw the within named North Augusta Public Facilities Corporation, by its duly authorized officer, sign, seal and as its act and deed deliver the within Base Lease Agreement, and that (s)he, together with the other witness whose signature appears above, witnessed the execution thereof.

SWORN TO AND SUBSCRIBED BEFORE ME
this ___ day of _____, 2017.

Notary Public for South Carolina
My Commission Expires: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

PROBATE

PERSONALLY appeared before me the undersigned witness, who, upon first being duly sworn, deposes and says: that (s)he saw City of North Augusta, South Carolina by its duly authorized officers, sign the foregoing Base Lease Agreement, and that (s)he, with the other subscribing witness, witnessed the execution thereof.

SWORN TO AND SUBSCRIBED BEFORE ME
this _____ day of _____, 2017.

Notary Public for South Carolina
My Commission Expires: _____

EXHIBIT A

**LEGAL DESCRIPTION OF THE 2017 REAL PROPERTY
AND DESCRIPTION OF THE EXISTING FACILITIES**

2017 Real Property

Existing Facilities

EXHIBIT B

**FORM OF SUPPLEMENT TO BASE LEASE AGREEMENT
(ADDITIONAL REAL PROPERTY)**

THIS SUPPLEMENT TO BASE LEASE AGREEMENT (this "*Supplement*") dated _____, 20__, by and between CITY OF NORTH AUGUSTA, SOUTH CAROLINA, a political subdivision duly existing under the laws of the State of South Carolina, as lessor (the "*City*"), and the NORTH AUGUSTA PUBLIC FACILITIES CORPORATION, a South Carolina nonprofit corporation duly organized and existing under the laws of the State of South Carolina, as lessee (the "*Corporation*").

WITNESSETH

WHEREAS, the City and the Corporation have entered into that certain Base Lease Agreement dated _____, 20__ (the "*Base Lease*"), and pursuant to Section 3.1(a) 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 Base Lease).

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

The Base Lease is hereby amended to delete Exhibit A attached thereto and replace it in its entirety with Exhibit A-1 attached hereto.

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

WITNESSES:

CORPORATION:

NORTH AUGUSTA PUBLIC FACILITIES
CORPORATION

By: _____
Its: _____

By: _____
Its: _____

CITY:

CITY OF NORTH AUGUSTA,
SOUTH CAROLINA

By: _____
Its: _____

EXHIBIT B

Form of Installment Purchase Agreement

INSTALLMENT PURCHASE AND USE AGREEMENT

between

**NORTH AUGUSTA PUBLIC FACILITIES CORPORATION
as Seller**

and

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

**\$ _____
North Augusta Public Facilities Corporation
Installment Purchase Revenue Bonds
(City of North Augusta Project)
Series 2017B**

Dated _____, 2017

All rights, title and interest of North Augusta Public Facilities Corporation in this Installment Purchase and Use Agreement (with certain exceptions) have been assigned to U.S. Bank National Association, as Trustee under the Trust Agreement dated of even date herewith, and are subject to the security interest of the Trustee.

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INSTALLMENT PURCHASE AND USE AGREEMENT

This INSTALLMENT PURCHASE AND USE AGREEMENT dated _____, 2017 (this "**Purchase and Use Agreement**"), is made and entered into by and between the NORTH AUGUSTA PUBLIC FACILITIES CORPORATION (together with its successors and assigns, the "**Corporation**"), a nonprofit corporation formed under the laws of the State of South Carolina (the "**State**"), as seller, and the CITY OF NORTH AUGUSTA, SOUTH CAROLINA (the "**City**"), a political subdivision organized under the laws of the State, as buyer.

WITNESSETH

WHEREAS, the Corporation is a nonprofit corporation formed under the provisions of Title 33, Chapter 31, Code of Laws of South Carolina, 1976, as amended; and

WHEREAS, the City is a political subdivision of the State and is authorized under the provisions of Sections 5-7-30 and 5-7-40, Code of Laws of South Carolina, 1976, as amended (the "**Act**"), to enter into this Purchase and Use Agreement; and

WHEREAS, the Corporation and the City have entered into a Base Lease Agreement dated of even date herewith (the "**Base Lease**") pursuant to which the City has conveyed the Existing Facilities (as such term is defined in the Base Lease) to the Corporation and is leasing the 2017 Real Property (as such term is defined in the Base Lease), to the Corporation in consideration of the issuance by the Corporation of the Series 2017B Bonds (as defined herein) to finance the design, acquisition, construction and equipping of certain public facilities (the "**2017 Project**"); and

WHEREAS, the costs of the design, construction and equipping of the 2017 Project are expected not to exceed \$73,000,000; and

WHEREAS, in order to provide funds (together with other available amounts) to defray costs of the 2017 Project, to refund the (i) original amount \$6,350,000 Lease-Purchase Obligation, Series 2007 of City of North Augusta, South Carolina, and (ii) original amount \$16,000,000 North Augusta Public Facilities Corporation Taxable Installment Purchase Revenue Bond (Parking Garage and Infrastructure Project) Series 2017A, to fund the 2017 Reserve Sub-Account in an amount equal to the 2017 Reserve Requirement and to pay costs of issuance of the Series 2017B Bonds, the Corporation has entered into a Trust Agreement dated of even date herewith (the "**Trust Agreement**") by and between the Corporation and U.S. Bank National Association, as trustee (the "**Trustee**"), and authorized the issuance of not exceeding \$69,000,000 of its Installment Purchase Revenue Bonds (City of North Augusta Project), Series 2017B (the "**Series 2017B Bonds**") thereunder; and

WHEREAS, the City Council of the City of North Augusta (the "**City Council**"), the governing body of the City, has enacted a bond ordinance on January 30, 2017 (the "**Bond Ordinance**") (all capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Bond Ordinance), the provisions of which authorize the City to enter into an installment purchase transaction for the purpose of effecting the financing of the Project and the City's ultimate purchase thereof, subject to the conditions set forth in the Bond Ordinance; and

WHEREAS, the City has agreed to make certain payments (the “*Installment Payments*”) for the acquisition of the Facilities (as defined herein) and, the City has issued an obligation (the “*TIF Obligation*”) in the form attached hereto as Exhibit G, to the Corporation secured by the entire Tax Allocation Fund as such term is defined in Ordinance No. 2013-19 (the “*TIF Ordinance*”) of the City, which TIF Obligation requires the City to make periodic payments from the TIF Allocation Fund to the Corporation (such payments, the “*TIF Payments*”), and in return the Corporation has agreed to issue the Series 2017B Bonds to defray the costs of and provide for the 2017 Project (which is inclusive of the Redevelopment Projects) known as the Facilities herein and, pending such acquisition thereof, the City shall be entitled to the use and occupancy of the 2017 Real Property and the Facilities

WHEREAS, the rights to receive Installment Payments are being assigned by the Corporation to the Trustee under the Trust Agreement as security and a source of payment for the Series 2017B Bonds;

WHEREAS, the rights to receive TIF Payments by virtue of the TIF Obligation are being assigned by the Corporation to the Trustee under the Trust Agreement as security and a source of payment for the Series 2017B Bonds, subject to the termination of this Purchase and Use Agreement, and TIF Payments made by the City shall be credited against the City’s liability for Installment Payments.

NOW, THEREFORE, for and in consideration of the undertaking of the Corporation to acquire, improve, construct and equip the 2017 Project, the undertaking of the City to pay the Installment Payments and TIF Payments hereunder, the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Corporation and the City, intending to be legally bound, do hereby agree as follows:

ARTICLE I DEFINITIONS

SECTION 1.1. Definitions. Capitalized terms not otherwise defined herein shall have the meanings provided therefor in the Trust Agreement or as set forth below.

“*2017 Project*” means, subject to Section 3.1 hereof, the design, acquisition, construction and equipping of new public facilities to be constructed on the 2017 Real Property. The 2017 Project is described on Exhibit B attached hereto.

“*2017 Real Property*” shall have the meaning set forth in the Base Lease. As of the date of this Purchase and Use Agreement, the “*2017 Real Property*” is as described on Exhibit A hereof.

“*Acquisition and Construction Contracts*” means any acquisition or construction contract between the City, on behalf of the Corporation, and any contractor or other person or between any contractor or subcontractor and other person (under which contract the City has rights thereunder) with respect to the 2017 Project to be financed with Bond Proceeds and the Initial Installment Payments.

“Additional Bonds” has the meaning given in the Trust Agreement.

“Additional Facilities” means any facilities of the City acquired, improved, renovated or constructed by the Corporation with the proceeds of Additional Bonds and made subject to this Purchase and Use Agreement by an amendment to Exhibit B hereof.

“Additional Payments” means that portion of the Installment Payments specified in Sections 4.1, 4.2 and 4.4 hereof as Additional Payments.

“Additional Real Property” means any real property in addition to the 2017 Real Property that is or will become the site of Additional Facilities and as described in a supplement to the Base Lease.

“Available Sources” means any legally available funds lawfully appropriated by the Council, and which may include, but is not limited to, general fund monies, proceeds of general obligation debt or Additional Bonds, accommodations fees and hospitality fees imposed and collected pursuant to Title 6, Chapter 1, Articles 5 and 7, respectively, of the Code of Laws of South Carolina 1976, as amended, revenues derived from the Facilities, including particularly parking and stadium revenues, and any revenues available pursuant to the TIF Ordinance.

“Base Payments” means that portion of the Installment Payments specified in Section 4.1 hereof as Base Payments.

“Base Lease” means the Base Lease Agreement dated of even date herewith, between the City and the Corporation, as it may be amended or supplemented from time to time.

“Base Lease Rent” has the meaning given to such term in the Base Lease.

“Bond Fund” means the fund of such name established pursuant to Section 5.5 of the Trust Agreement.

“Bond Proceeds” means the gross proceeds received from the issuance and sale of the Series 2017B Bonds.

“City Facilities” means that portion of the Facilities allocated to the City as the result of a partition under the provisions of Section 2.4 hereof.

“Completion Date” means the date on which the Corporation and the City provide the final requisition to the Trustee pursuant to Section 3.4(b) hereof.

“Corporation Facilities” means that portion of the Facilities allocated to the Corporation as the result of a partition under the provisions of Section 2.4 hereof.

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

“Environmental Laws” means all federal, state and local laws, rules, regulations, ordinances, programs, permits, guidance, orders and consent decrees relating to health, safety and environmental matters, including, but not limited to, the Resource Conservation and

Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, the Toxic Substances Control Act, as amended, the Clean Water Act, as amended, the Clean Air Act, as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, state and federal superfund and environmental cleanup programs and laws and U.S. Department of Transportation regulations.

“Event of Default” means the events set forth in Section 8.1 of this Purchase and Use Agreement.

“Event of Nonappropriation” means (i) the failure by the City, for any reason, to specifically budget and appropriate moneys for a Fiscal Year that may be lawfully used to pay amounts due hereunder for such Fiscal Year or (ii) the provision by a City Representative of written notice to the Corporation and the Trustee of the City’s intention to not appropriate funds that may be lawfully used to pay amounts due hereunder for a Fiscal Year. An Event of Nonappropriation will be deemed to occur on the earlier of the date on which the City gives notice to the Corporation and the Trustee under clause (ii) above or the February 15 [Note: change this date to March 15 if the first Bond Payment Date is after March 1] following the commencement of a Fiscal Year in which a budget has been adopted which fails to appropriate amounts due hereunder for such Fiscal Year; provided, however, that an Event of Nonappropriation may be waived as provided for in Section 4.7 herein. The parties understand and agree that an Event of Nonappropriation shall not be deemed to occur if the City adopts an ordinance prior to February 15 of any Fiscal Year authorizing the issuance of bonds, notes or other obligations for the purpose of paying all Installment Payments due in such Fiscal Year.

“Facilities” means the improvements currently existing and to be constructed on the 2017 Real Property (including the Existing Facilities and the 2017 Project (subject to Section 3.1 hereof)), including fixtures and any future additions, modifications and substitutions to any facilities on the 2017 Real Property and any personal property financed with the proceeds of the Series 2017B Bonds.

“Fiscal Year” means the fiscal year of the City, currently beginning on each January 1 and ending on the succeeding December 31.

“Force Majeure” means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies or terrorism; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials of any civil or military authority; insurrection; riots; landslides; earthquakes; flood; fire; storms; droughts; explosion; breakage or accidents to machinery, transmission pipes or canals; or any other cause or event not within the control of the party seeking the benefit of force majeure and not due to its own negligence.

“Hazardous Material” means and includes any pollutant, contaminant, or hazardous, toxic or dangerous waste, substance or material (including without limitation petroleum products, asbestos-containing materials and lead), the generation, handling, storage, transportation, disposal, treatment, release, discharge or emission of which is subject to any Environmental Law.

“Holder” or **“Bondholder”** means the Person in whose name a Bond is registered on the Register, subject to Section 12.14 of the Trust Agreement.

“Initial Installment Payments” means the payments to be paid by the City pursuant to Section 4.1 hereof.

“Installment Payments” means the payments to be paid by the City pursuant to Sections 4.1, 4.2 and 4.4 hereof, and shall include, without limitation, the Initial Installment Payments.

“Net Proceeds” when used with respect to any proceeds from policies of insurance required hereby or any condemnation award, or any proceeds resulting from default under, or recovery under performance and payment bonds related to, any Acquisition or Construction Contract relating to the 2017 Project, or proceeds from any liquidation of any part of the Facilities, means the amount remaining after deducting from the gross proceeds thereof all expenses, including, without limitation, reasonable attorney’s fees and costs, incurred in the collection of such proceeds or award.

“Partition Consultant” means a person, firm or corporation selected by the Trustee, who or which is experienced in public finance and in the valuation of public facilities and is not a full-time employee of the Trustee, the City or the Corporation.

“Partition Date” shall have the meaning given such term in Section 2.4 hereof.

“Permitted Encumbrances” means, as of any particular time, (i) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pursuant to the provisions of Sections 4.1 and 4.2, respectively, of this Purchase and Use Agreement; (ii) the other Security Documents; (iii) utility, access and other easements and rights-of-way, restrictions and exceptions which do not interfere with or impair the use of the 2017 Real Property or the Facilities, including rights or privileges in the nature of easements; (iv) any financing statements filed to [perfect/[provide notice of] security interests] pursuant to this Purchase and Use Agreement or the Trust Agreement; and (v) the matters described on Exhibit C hereto.

“Project Fund” means the fund of such name established pursuant to Section 5.2 of the Trust Agreement.

“Purchase Option Price” means an amount equal to the amount required to defease or otherwise discharge the Series 2017B Bonds under the Trust Agreement plus the amount of any Additional Payments which are due or accrued hereunder at the time which any purchase option hereunder is exercised.

“Purchase Price” means the sum of all Base Payments to be made hereunder which Purchase Price may be recalculated in the event of any prepayment of Base Payments provided for in Section 9.1 hereof.

“Security Documents” means this Purchase and Use Agreement, the Base Lease, the Trust Agreement, financing statements, if any, and any other instruments or documents providing security for the Holders of the Series 2017B Bonds.

“**Series 2017B Bonds**” means any or all of the not exceeding \$69,000,000 Installment Purchase Revenue Bonds (City of North Augusta Project), Series 2017B of the North Augusta Public Facilities Corporation, authorized by and secured under the Trust Agreement, and as may be issued in a single series or from time to time in multiple series.

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

“**Taxable Series**” means a series of the Series 2017B Bonds so designated, the interest upon which is not excludable from income for federal income tax purposes.

“**Waiver Period**” means the period of time commencing on the date an Event of Nonappropriation is deemed to occur and ending and including the date on the later of (i) the next following March 1 [change this date if the first Bond Payment Date is changed] or (ii) the date on which the 2017 Reserve Sub-Account of the Reserve Account becomes fully depleted by the Trustee pursuant to the provisions of Section 5.5 of the Trust Agreement (provided, however, that such 2017 Reserve Sub-Account is deemed to be fully depleted when insufficient funds remain therein to make the payments required to be made to the Holders on the subsequent Bond Payment Date).

SECTION 1.2. Terms Defined in the Trust Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trust Agreement unless the context clearly indicates to the contrary.

SECTION 1.3. City Representations, Warranties and Covenants. The City makes the following representations, warranties and covenants:

(a) The City is a political subdivision of the State and has full power and legal right to enter into this Purchase and Use Agreement and the Base Lease and to perform its obligations hereunder and thereunder. The City’s actions in making and performing its obligations under this Purchase and Use Agreement and the Base Lease have been duly authorized by all necessary governmental action and will not violate or conflict with any law or governmental rule or regulation, or any mortgage, agreement, instrument or other document by which the City or its properties are bound.

(b) The City is a political subdivision within the meaning of Section 103(c)(1) of the Code.

(c) The City will take such action as is necessary to assure that the 2017 Project is completed, furnished and occupied by the City. In the event the amounts available from the Bond Proceeds together with the Initial Installment Payments appear to be insufficient for such purpose, the City will use its best efforts to take one or more of the following steps: (i) cooperate with the Corporation to make such modifications or changes in the 2017 Project as will allow the cost thereof to be funded within the amount available from the Bond Proceeds and Initial Installment Payments; (ii) make arrangements with the Corporation for the sale of Additional Bonds; or (iii) provide for the payment of such costs from Available Sources.

(d) The City will take such action as is necessary to ensure that the Bond Proceeds and the Initial Installment Payments, other than amounts set aside in the Trust Agreement for payment of costs of issuance or funding of reserves, are applied solely to pay the costs of the

2017 Project and refunding the (i) original amount \$6,350,000 Lease-Purchase Obligation, Series 2007 of City of North Augusta, South Carolina, and (ii) original amount \$16,000,000 North Augusta Public Facilities Corporation Taxable Installment Purchase Revenue Bond (Parking Garage and Infrastructure Project) Series 2017A.

(e) Except as to any Taxable Series and as provided in the last paragraph under Section 2.1 hereof, no portion of the 2017 Real Property or the Facilities will be used in the trade or business of a person who is not a “political subdivision” within the meaning of Section 103(c)(1) of the Code, without the written approval of Bond Counsel.

(f) The amounts, if any, spent by the City from its own funds to pay costs of acquisition of the 2017 Real Property or the design, acquisition, construction, and equipping of the 2017 Project for which it intends to reimburse itself from Bond Proceeds were not expended more than 60 days prior to the date of the adoption by the Council of a resolution authorizing the financing of the 2017 Project, and expressing the intent to enter into this Purchase and Use Agreement, except with respect to certain preliminary expenditures for architectural, engineering, surveying, soil testing and similar costs. No site preparation or similar costs incident to the commencement of construction were incurred prior to 60 days prior to the date of adoption of a resolution by the Council relating to the issuance of the Series 2017B Bonds.

(g) There are no proceedings pending or, to the knowledge of the City, threatened against or affecting the City, except as disclosed in the official statement for the Series 2017B Bonds, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the properties, operations, prospects or condition (financial or otherwise) of the City, or the corporate existence or powers or ability of the City to enter into and perform its obligations under this Purchase and Use Agreement or the Base Lease.

(h) The execution and delivery of this Purchase and Use Agreement and the Base Lease (together, the “*City Agreements*”), and the consummation of the transactions provided for herein and therein, and compliance by the City with the provisions of the City Agreements:

(i) are within the governmental powers and have been duly and validly authorized by all necessary governmental and other action on the part of the City; and

(ii) do not and will not conflict with or result in any material breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, loan agreement or other agreement or instrument, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the City (other than this Purchase and Use Agreement) or any governmental restriction to which the City is a party or by which the City, its properties or operations may be bound or with the giving of notice or the passage of time or both would constitute such a breach or default or result in the creation or imposition of any such lien, charge or encumbrance, which breach, default, lien, charge or encumbrance could materially and adversely affect the validity or the enforceability of the City Agreements or the City’s ability to perform fully its obligations under the City Agreements; nor will such action result in any violation of any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the City, its properties or operations are subject.

(i) No event has occurred and no condition exists that constitutes an Event of Default or which, upon the execution and delivery of this Purchase and Use Agreement, or the passage of time or giving of notice or both, would constitute an Event of Default. The City is not in violation in any material respect, and has not received notice of any claimed material violation (except such violations as do not, and shall not, have any material adverse effect on the transactions herein contemplated and the compliance by the City with the terms hereof, or the other Security Documents), of any terms of any court order, statute, regulation, ordinance, agreement, or other instrument to which it is a party or by which it, its properties or its operations may be bound.

(j) This Purchase and Use Agreement is a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms except as such enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity; anything herein to the contrary notwithstanding, this Purchase and Use Agreement is subject in its entirety to the right of the City to terminate this Purchase and Use Agreement and all the terms and provisions hereof by failing to budget and appropriate moneys specifically to pay Installment Payments, as provided in Sections 2.2, 4.6 and 4.7 hereof.

(k) The use and the operation of the 2017 Real Property and the Facilities in the manner contemplated will not conflict in any material respect with any zoning, water or air pollution or other ordinance, order, law, rule, or regulation applicable to the 2017 Real Property and the Facilities including, without limitation, Environmental Laws. The City has caused or will cause the 2017 Project to be designed in accordance with all applicable federal, state and local laws or ordinances (including rules and regulations) relating to zoning, planning, building, safety and environmental quality. The City will operate or will cause the Facilities to be operated in compliance with the requirements of all such laws, ordinances, rules and regulations, including, without limitation, Environmental Laws. The City further covenants and agrees to comply in all material respects with and materially conform to, or use its reasonable efforts to cause other persons whose obligation it is to so comply by contract or pursuant to law to comply in all material respects with and materially conform to, all present and future laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations and every applicable governmental authority, including Environmental Laws applicable to the 2017 Real Property and the Facilities, and all covenants, restrictions and conditions now or hereafter of record which may be applicable to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the 2017 Real Property and the Facilities, including building and zoning codes and ordinances (collectively, the "**Legal Requirements**"), provided that the City shall not be in default hereunder so long as the City promptly after receiving an actual written notice of any noncompliance, files a copy thereof with the Trustee and the City commences and uses its diligent efforts to cause compliance with such Legal Requirements, as long as the failure to comply and conform does not subject the 2017 Real Property or the Facilities to any material danger of being forfeited or lost as a result thereof. The City possesses or will possess, and the City hereby agrees to maintain and obtain in the future, all necessary licenses and permits, or rights thereto, to operate the Facilities as proposed to be operated, and all such licenses, permits or other approvals required in connection with the operation of the Facilities have been duly obtained and are in full force and effect except for any such licenses, permits or other approvals that are not yet required and that will be duly obtained not later than the time required or the failure to obtain which will not materially and adversely

affect the operation of the Facilities. The City covenants and agrees to do all things necessary to preserve and keep in full force and effect its franchises, rights, powers and privileges as the same relate to the Facilities.

(l) The City has approved the Corporation and the issuance by the Corporation of the Series 2017B Bonds.

(m) The City has not terminated any lease, lease-purchase agreement or installment purchase agreement by nonappropriation.

(n) The officer of the City charged with the responsibility for formulating budget proposals shall include in the budget proposals for review and consideration by the Council in any Fiscal Year in which this Purchase and Use Agreement shall be in effect, provision for all Installment Payments required for such Fiscal Year under this Purchase and Use Agreement.

(o) To its knowledge, except as disclosed in the official statement for the Series 2017B Bonds, Hazardous Materials have not at any time been generated, used, treated, recycled, stored on, or transported to or from, or released, deposited or disposed of on the portion of the 2017 Real Property owned by it on the date hereof other than in compliance at all times with all applicable Environmental Laws.

SECTION 1.4. Corporation Representations, Warranties and Covenants. The Corporation makes the following representations, warranties and covenants:

(a) The Corporation is a duly organized and validly existing nonprofit corporation created under the laws of the State, has the requisite power to carry on its present and proposed activities, and has full power, right and authority to enter into this Purchase and Use Agreement, the Trust Agreement and the Base Lease and to perform each and all of the obligations of the Corporation provided therein.

(b) The Corporation has taken or caused to be taken all requisite corporate action to authorize the execution and delivery of, and the performance of its obligations under, this Purchase and Use Agreement, the Base Lease, the Trust Agreement and each of the Acquisition and Construction Contracts to which it is or will be a party.

(c) By proper corporate action the officers of the Corporation have been duly authorized to execute and deliver this Purchase and Use Agreement, the Base Lease and the Trust Agreement.

(d) The execution and delivery by the Corporation of this Purchase and Use Agreement, the Base Lease and the Trust Agreement and the consummation by the Corporation of the transactions contemplated hereby and thereby have not and will not conflict with or constitute a breach of or default under the Corporation's articles of incorporation or bylaws or any bond, debenture, note or other evidence of indebtedness of the Corporation, or any contract, agreement, or instrument to which the Corporation is a party or by which it is bound.

(e) Each of this Purchase and Use Agreement, the Base Lease, the Trust Agreement and each Acquisition and Construction Contract to which the Corporation is or will be a party has been or will be duly executed and delivered by the Corporation and constitutes or will

constitute a legal and valid obligation of the Corporation, enforceable against the Corporation in accordance with its terms, except as enforcement may be limited by laws affecting creditors' rights generally and except as equitable remedies may be limited by judicial discretion.

(f) There is no litigation pending and served on the Corporation that challenges the Corporation's authority to execute, deliver or perform its obligations under this Purchase and Use Agreement and the Corporation has disclosed any threatened litigation with respect to such matters of which the Corporation is aware.

(g) The Corporation is in material compliance with all applicable laws, regulations and ordinances, including, but not limited to, those applicable to the Corporation's activities in connection with this Purchase and Use Agreement.

(h) The Corporation is a South Carolina nonprofit, public benefit corporation, no part of the net income of which inures to the benefit of any private individual or organization.

(i) To finance the 2017 Project and for such other purposes contemplated hereby and by the Trust Agreement, the Corporation will enter into the Trust Agreement pursuant to which it will issue the Series 2017B Bonds payable from and secured by the Installment Payments under this Purchase and Use Agreement.

[END OF ARTICLE I]

ARTICLE II
INSTALLMENT SALE OF FACILITIES; USE OF 2017 REAL PROPERTY AND
FACILITIES AND TERM THEREOF

SECTION 2.1. Installment Sale of Facilities; Use of 2017 Real Property and Facilities; Term. The Corporation hereby agrees to sell the Facilities to the City in accordance with the provisions hereof. On the date hereof, the Corporation has a valid leasehold interest in the 2017 Real Property and holds fee title to the improvements thereon.

Upon the payment of the Initial Installment Payment, the City shall obtain title to certain specific Facilities, as well as a certain undivided interest in the Facilities, identified at Exhibit E.

Upon the payment of each payment of Base Payments from funds other than amounts constituting Bond Proceeds (including income from the investment of such amounts), title to an undivided interest in the Facilities equal to that percentage of the Purchase Price represented by such payment will transfer from the Corporation to the City without further action by either party hereto.

Any prepayment of Base Payments which is used to redeem the Series 2017B Bonds will result in a recalculation of the Purchase Price to take account of such prepayment and, upon the making of such prepayment, the City shall be credited with an undivided ownership interest in the Facilities equal to that percentage of the total Purchase Price, as adjusted, represented by the total of all Base Payments made, including the prepayment on such date.

Subject to the provisions of Article VIII hereof, the City shall have the exclusive right to occupy and use the 2017 Real Property and the Facilities during the term hereof. Subject to the provisions of Sections 2.2 and 2.3 hereof, this Purchase and Use Agreement shall be for a term beginning with the date of execution and delivery hereof, and ending on _____ 1, 20__.

During the term hereof, the City may permit use of portions of the 2017 Real Property and the Facilities subject to the following limitations: (i) the 2017 Real Property and the Facilities shall not be used in any manner that interferes with the use of such property by the City for the purposes for which it was designed or is then being used; (ii) any such agreement shall, subject to the provisions of any existing non-disturbance agreement, be voidable by the Trustee upon the occurrence of an Event of Default or an Event of Nonappropriation hereunder; and (iii) the City shall monitor all such use to ensure continued compliance with the provisions of the Federal Tax Certificate, if any, relating to any Series 2017B Bonds and Section 5.3 hereof.

SECTION 2.2. Termination. The term of this Purchase and Use Agreement shall terminate upon the earliest of any of the following events:

(a) The occurrence of an Event of Nonappropriation which is not thereafter duly waived;

(b) The purchase by the City of all of the Facilities as provided in Article IX of this Purchase and Use Agreement;

(c) The occurrence of an Event of Default under and termination of this Purchase and Use Agreement by the Corporation or Trustee under Article VIII hereof; or

(d) The later of _____ 1, 2046, which date constitutes the last day of the term hereof, or such date as all Installment Payments due hereunder shall be paid in full.

Termination of the term of this Purchase and Use Agreement shall terminate all obligations of the City under this Purchase and Use Agreement, including its obligations to pay future Installment Payments, TIF Payment obligations under the TIF Obligation, and other amounts that have not been appropriated (excluding, however, amounts payable under Section 2.3 hereof and other amounts specifically provided for herein), subject to identification as provided in Section 2.4 hereof, shall terminate the City's rights of possession under this Purchase and Use Agreement of the Corporation Facilities (except to the extent of any conveyance pursuant to Article IX of this Purchase and Use Agreement); but all other provisions of this Purchase and Use Agreement, including all obligations of the Corporation with respect to the Holders of the Bonds and the receipt and disbursement of funds and all rights and remedies of the Corporation specifically provided herein, shall be continuing until the Trust Agreement is discharged as provided therein. Notwithstanding the foregoing, termination of the term of this Purchase and Use Agreement shall not impair the City's rights as landlord or the Corporation's rights as tenant under the Base Lease, except as provided in the Base Lease.

SECTION 2.3. Holdover Terms. In the event the City fails to deliver possession to the Corporation of the Corporation Facilities or any part thereof pursuant to Section 2.4 hereof, the City shall be unconditionally liable for the payment of all Installment Payments, including Additional Payments, for successive six month periods with each such period commencing on the Bond Payment Date following the last due date of Base Payments hereunder until the City delivers possession of the Corporation Facilities to the Corporation. The obligations of the City under this Section 2.3 shall not in any manner constitute a pledge of the full faith, credit or taxing power of the City within the meaning of any State constitutional or statutory provision.

SECTION 2.4. Surrender of Possession Upon Termination; Partition of Undivided Interests. Upon (a) the occurrence of an Event of Default or an Event of Nonappropriation which results in termination hereof, or (b) termination of all rights of the City hereunder, and at the written direction of the Trustee, the City and the Corporation shall proceed to partition the Facilities so that the percentage of undivided interests in the title to the Facilities will be converted, to the extent feasible, into like percentages of title in accordance with Exhibit E hereof and the following provisions. The date upon which the Trustee gives such written direction shall be the "**Partition Date**."

Division of Facilities. Within a reasonable time after the Partition Date, the Trustee shall propose a division of the Facilities. The Trustee may in its sole discretion select a Partition Consultant to assist, consult with and make recommendations to the Trustee in the division of the Facilities. The Trustee and the Partition Consultant, if selected, shall endeavor, to the extent practicable, to allocate the Facilities between the City and the Corporation in a fair and equitable fashion taking into account the following factors: (1) entire buildings/facilities, if possible, will be assigned to each of the City and the Corporation; and (2) if portions of the Facilities or entire buildings/facilities will be assigned to each of the Corporation and the City, the Trustee and the Partition Consultant, if selected, shall propose such partition as will, in the aggregate, best protect the interests of the Holders (subject to the provisions of this Section 2.4).

Valuation of Facilities. For purposes of any partition, the Facilities are valued in the respective amounts as set forth on Exhibit E hereof and the percentage of the Facilities being purchased on an annual basis are also set forth on Exhibit E hereof, each subject to adjustment as stated on Exhibit E hereof. In allocating the Facilities to the percentage of undivided interests to be conveyed to the City or retained by the Corporation, such values and percentages as set forth on Exhibit E hereof shall be used.

Partition Report; Finality. The Trustee or the Partition Consultant, if selected, shall make a report regarding the division of the Facilities as soon as practicable after the Partition Date. In the discretion of the Trustee the partition report shall be final and binding upon all parties.

Instruments of Conveyance. Within a reasonable time (but in no event later than 60 days) after the partition report becomes final, the City and the Corporation shall exchange deeds or other instruments vesting title to such of the Facilities as is required to effect such partition; provided, however, that any conveyance deed or other instrument made by the Corporation shall be made in the manner and subject to the conditions set forth in Section 9.2 hereof. Immediately thereafter, the City shall deliver or cause to be delivered peaceable possession of the Corporation Facilities to the Corporation, together with the related portion of the 2017 Real Property, without delay, in good repair and operating condition, excepting reasonable wear and tear.

[END OF ARTICLE II]

ARTICLE III
THE 2017 PROJECT; FINANCING

SECTION 3.1. Issuance of Series 2017B Bonds; Purchase and Installation or Construction of the 2017 Project. Upon the issuance of the Series 2017B Bonds, the Trustee will deposit from the proceeds of the Series 2017B Bonds, the amount specified in Section 5.1(a) of the Trust Agreement to be used (among other things) to pay the costs of design, acquisition, construction and equipping of the 2017 Project.

The Corporation and the City acknowledge that the City will be responsible for any and all Acquisition and Construction Contracts necessary or appropriate for the purchase and installation, or for any construction or installation to be performed in connection with the 2017 Project and the City shall be the agent of the Corporation for all such purposes. The City may install machinery, equipment and other tangible personal property in the Facilities and on the 2017 Real Property and all such machinery, equipment and other tangible personal property not acquired or financed with the proceeds of the Bond Proceeds or the Initial Installment Payments will remain the sole property of the City.

SECTION 3.2. Administration of Acquisition and Construction Contracts. The City shall be responsible for preparing, administering, amending and enforcing the Acquisition and Construction Contracts to be entered into with respect to the 2017 Project and the 2017 Real Property and for litigating or settling all claims thereunder. The City and the Corporation, as their interests may appear, will be entitled to the benefit of all warranties, guaranties and indemnities provided under the Acquisition and Construction Contracts and by law.

SECTION 3.3. Notices and Permits. The Corporation shall cooperate with the City in order to give or cause to be given all notices and shall comply or cause compliance with all laws, ordinances, municipal rules and regulations and requirements of public authorities applying to or affecting the conduct of any work relating to the 2017 Project. The City will defend and save the Corporation, the Trustee and their respective members, directors, officers, agents and employees harmless from all liabilities, damages or fines due to failure to comply therewith.

SECTION 3.4. Disbursements from the Project Fund.

(a) The (i) balance of the Bond Proceeds (net of any underwriter's discount, costs of issuance, and the deposit into the 2017 Reserve Sub-Account as provided in Section 5.1 of the Trust Agreement) and (ii) the Initial Installment Payments, shall be deposited by the Trustee into the Project Fund (and the accounts therein described in Section 5.1 of the Trust Agreement). Thereafter, disbursements from the Project Fund shall be made for costs of the 2017 Project and for such other purposes contemplated by Section 5.3 of the Trust Agreement.

(b) As provided in Section 5.3(c) of the Trust Agreement, the final requisition from the Project Fund shall contain, among other things, a certification by the Corporation and the City stating that the 2017 Project has been substantially completed in accordance with the applicable Acquisition and Construction Contracts and other terms and conditions of this Purchase and Use Agreement and the 2017 Project complies in all material respects with all applicable governmental regulations. Upon receipt of such final requisition, the Trustee shall

apply any balance then remaining in the Project Fund in the manner provided in Section 5.4 of the Trust Agreement. As used in this paragraph, “substantial completion” of the 2017 Project shall mean completion such that a certificate of occupancy could be issued notwithstanding the fact that certain minor items of work remain to be done.

SECTION 3.5. Defaults Under Acquisition and Construction Contracts. In the event of any material default by a supplier, contractor or subcontractor under any of the Acquisition and Construction Contracts, or in the event of a material breach of warranty with respect to any property, fixtures, materials, workmanship or performance under any Acquisition and Construction Contract, the City and the Corporation shall promptly proceed, and may do so in conjunction with others, to pursue diligently such remedies as are available against the applicable supplier, contractor or subcontractor and/or against any surety of any bond securing the performance of the Acquisition and Construction Contracts. The Net Proceeds of any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, remaining after deduction of expenses incurred in such recovery (including without limitation, attorney’s fees and costs), and after reimbursement to the City or the Corporation of any amounts theretofore paid by either of them, and not previously reimbursed, for correcting or remedying the default or breach of warranty which gave rise to the proceedings against the contractor or surety, shall be paid into the Project Fund if received before the Completion Date, or if received thereafter, shall be deposited as otherwise provided in Section 7.2 of this Purchase and Use Agreement or otherwise applied as provided in Section 7.3 of this Purchase and Use Agreement.

SECTION 3.6. Worker’s Compensation Insurance. The City and the Corporation shall take such steps as are necessary to ensure that worker’s compensation insurance is in force with respect to any Acquisition and Construction Contracts.

SECTION 3.7. Contractor’s Performance. The City and the Corporation shall take such steps as are necessary to ensure contractor’s performance.

The Net Proceeds of any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with contractor’s performance remaining after deduction of expenses incurred in such recovery (including without limitation, attorney’s fees and costs), and after reimbursement to the City and the Corporation of any amounts theretofore paid by either of them, and not previously reimbursed, for correcting or remedying the default or breach of warranty which gave rise to the proceedings against the contractor or surety, shall be paid into the Project Fund if received before the Completion Date, or if received thereafter, shall be deposited as otherwise provided in Section 7.2 of this Purchase and Use Agreement or otherwise applied as provided in Section 7.3 of this Purchase and Use Agreement.

SECTION 3.8. General Public Liability and Property Damage Insurance. The City and the Corporation shall take such steps as are necessary to ensure that comprehensive general public and property damage liability insurance with respect to the 2017 Project are provided in the same manner as would be applicable to any contracts of the City. The Net Proceeds of any insurance policies required by this section or any amounts recovered by way of damages, refunds, adjustments, proceeds or otherwise in connection with the foregoing, remaining after deduction of expenses incurred in such recovery (including without limitation, attorney’s fees and costs), and after reimbursement to the City or the Corporation of any amounts not to exceed

\$100,000 theretofore paid by the City or the Corporation and not previously reimbursed to the City or the Corporation for actions taken by the City or the Corporation to restore damaged portions of the Facilities to a condition necessary to secure the Facilities and prevent further loss shall be paid into the Project Fund before the Completion Date or, if received thereafter, shall either be deposited as provided in Section 7.2 of this Purchase and Use Agreement or otherwise applied as provided in Section 7.3 of this Purchase and Use Agreement; provided, however, such deposit shall not exceed the amount necessary to fulfill the obligations of the City under this Purchase and Use Agreement as determined by the Trustee.

[END OF ARTICLE III]

ARTICLE IV
INSTALLMENT PAYMENTS; ASSIGNMENT TO TRUSTEE

SECTION 4.1. Installment Payments.

(a) Installment Payments to Constitute a Current Expense of the City. The Corporation and the City understand and intend that the obligation of the City to pay Installment Payments hereunder shall constitute a current expense of the City and are dependent upon lawful appropriations of funds being made by the Council from Available Sources to pay Installment Payments due in each Fiscal Year hereunder, and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the Available Sources, general tax revenues, funds, moneys or credit of the City, apart from the TIF Obligation, which is enforceable in accordance with its terms.

It is understood and agreed that the Initial Installment Payments shall consist of payments in the amount of \$14,017,266 paid by the City in the amounts and at the times set forth on Exhibit H hereof and that the sources of funds from which the City intends to make the Initial Installment Payments are Available Sources, and the City has identified such sources and approved the amounts of such funds from such sources for use in making the Initial Installment Payments.

(b) Payment of Base Payments. Subject to an Event of Nonappropriation as described in Section 4.7 hereof, on or before the 15th day prior to each Bond Payment Date during the period this Purchase and Use Agreement is in effect, the City shall pay to the Trustee as assignee of the Corporation, the Base Payments (exclusively from Available Sources specifically budgeted and appropriated for such purpose in lawful money of the United States of America), which payments shall be made to the Trustee as assignee of this Purchase and Use Agreement, in the amounts set forth on Exhibit D hereto; provided, that nothing herein shall constitute a pledge of the Available Sources, general tax revenues, funds, moneys or credit of the City, apart from the TIF Obligation, which is enforceable in accordance with its terms, and payments on account thereof, if and when received by the Trustee, shall satisfy the City's obligation to make any Base Payment then due and shall constitute such Base Payment to the extent received. Each payment of the Base Payments shall be in consideration for the conveyance of title to an undivided ownership interest in the Facilities as and to the extent provided in Section 2.1 hereof. As further consideration for the receipt of the Base Payments and the Initial Installment Payments, the City shall be entitled to the use and occupancy of all of the 2017 Real Property and the Facilities during the applicable Fiscal Year in which such payments are or will be made.

(c) Payment of Additional Payments. The City agrees to pay, subject to the provisions of Section 4.7 hereof, the following amounts as Additional Payments together with such other sums as are provided for herein:

(i) The amounts provided for in Sections 4.2 and 4.4 hereof to the parties referred to therein;

(ii) Any amounts due upon receipt of written notice from the Trustee pursuant to Section 5.5(e) of the Trust Agreement;

(iii) Within the period of time specified in Sections 5.5(e) and 5.7(i) of the Trust Agreement, the amount of moneys necessary to re-establish a subaccount of the Reserve Account established for a particular series of Bonds at the applicable Reserve Requirement as may be required pursuant to said Sections 5.5(e) and 5.7(i) of the Trust Agreement;

(iv) All reasonable costs and expenses incurred or to be paid by the Corporation or the Trustee, as the case may be, under the terms of this Purchase and Use Agreement or the Trust Agreement, including, without limitation, the amounts specified in Section 4.4 hereof and amounts payable by the Corporation pursuant to or contemplated by repurchase, forward delivery or other investment agreements which are Permitted Investments under the Trust Agreement; and

(v) Amounts required to pay premiums on insurance for the 2017 Real Property or the Facilities if such amounts are not paid directly by the City to the applicable insurer.

The Corporation may, but shall be under no obligation to, advance moneys (i) to pay taxes, assessments and other governmental charges with respect to the 2017 Real Property and the Facilities, (ii) for the discharge of mechanic's and other liens relating to the 2017 Real Property and the Facilities, (iii) to obtain and maintain insurance for the 2017 Real Property and the Facilities and pay premiums therefor, and (iv) generally, to make payments and incur expenses in the event that the City fails to do so as required by this Purchase and Use Agreement or the Base Lease. As provided in Section 6.11 of the Trust Agreement, the Trustee may take any such action. Any such advances shall continue to be due as Additional Payments hereunder.

(d) Credits. The City shall be entitled to a credit against payments of Base Payments in the amount of any deposits in the Bond Fund provided for in the Trust Agreement, including the TIF Payments paid pursuant to the TIF Obligation. Such TIF Obligation is provided to further induce the Corporation to enter into this Purchase and Use Agreement and the City to provide the TIF Payments in return for the conveyance of title to an undivided ownership interest in the Facilities as and to the extent provided in Section 2.1. In addition to the credit provided in the preceding sentences, the amount payable by the City as Base Payments will be reduced by the amount of money in the applicable subaccount of the Facilities Purchase Account to be credited against those payments, including without limitation accrued interest on the Series 2017B Bonds to the extent such amounts will be used to make payments on the Series 2017B Bonds. In this connection, if applicable, when amounts remaining in a subaccount of the Reserve Account equal or exceed the remainder of the applicable Base Payments due, such amounts shall be transferred to the applicable subaccount of the Facilities Purchase Account as and when needed for payment of such Base Payments.

(e) Continuation of Term by City. The City has no reason to believe, as of the date hereof, that it will not continue making Installment Payments through the entire term of this Purchase and Use Agreement, and reasonably believes that it will pay the Installment Payments due or coming due hereunder in order to continue to use the Facilities. The City covenants, to

the extent permitted by law, and subject to the City's ability to terminate this Purchase and Use Agreement and all obligations hereunder as provided in Section 4.7 hereof, to maintain its capacity to issue general obligation debt that does not require voter approval, in amounts and at times, together with other Available Sources, sufficient to make Base Payments when due; provided, however, that the City makes no representation or warranty as to its ability to issue general obligation debt in the future.

All representations and covenants contained in this Purchase and Use Agreement are subject to the ability of the City to terminate this Purchase and Use Agreement and all obligations hereunder as provided in Section 4.7 hereof.

SECTION 4.2. Installment Payments Not Subject to Reduction, Offset or Other Credits.

(a) The City and the Corporation intend that this Purchase and Use Agreement shall yield, net, the Base Payments specified in Section 4.1 hereof during the term of this Purchase and Use Agreement, and that all costs, expenses, liabilities and obligations of any kind and nature whatsoever including, without limitation, any ad valorem taxes or other taxes levied against holders of real or personal property, insurance premiums, utility charges and assessments and all operation, maintenance, repair and upkeep expenses relating to the 2017 Real Property and the Facilities and the use of the 2017 Real Property and the Facilities which do not constitute Base Payments, or other obligations relating to the 2017 Real Property and the Facilities which may arise or become due during the term of this Purchase and Use Agreement and which the Corporation except for this Purchase and Use Agreement or the terms of the Base Lease would ordinarily be required to pay as owner of the 2017 Real Property and the Facilities (regardless of whether the City as owner would be so required to pay) shall either be paid under the provisions of the Base Lease or be included in the Installment Payments and paid by the City as Additional Payments under this paragraph (a). The City acknowledges that, under the provisions of the Base Lease, it has retained responsibility for the payment of taxes and insurance on the 2017 Real Property and the Facilities and the property associated therewith and the obligations of the City under the Base Lease are not subject to the limitations of Section 4.6 hereof.

(b) All payments of Additional Payments referred to in Section 4.2(a) above shall be made by the City in immediately available funds on a timely basis directly to the person or entity to which such payments are owed; provided, however, subject to the terms hereof and the other Security Documents, the City shall not be required to pay, discharge or remove any tax, lien, or assessment, or any mechanic's, laborer's or materialman's lien or encumbrance, or any other imposition or charge against the 2017 Real Property and the Facilities or any part thereof, or comply with any law, ordinance, order, rule, regulation or requirement, as long as the City shall, after prior written notice to the Corporation and the Trustee, at the City's expense, contest the same or the validity thereof in good faith, by action or inaction which shall operate to prevent (i) the collection of the tax, lien, assessment, encumbrance, imposition or charge so contested, or the enforcement of such law, ordinance, order, rule, regulation or requirement, as the case may be, and (ii) the sale of the Facilities or any part thereof to satisfy the same or to enforce such compliance; provided further, that the City shall have given reasonable security as may be demanded by the Corporation, the Trustee, or both, to insure such payment and prevent any sale or forfeiture of the Facilities or any part thereof by reason of such nonpayment or noncompliance.

SECTION 4.3. Prepayment of Installment Payments. The City may prepay Installment Payments in whole or in part as provided in, and under the conditions prescribed under, Sections 7.3 and 9.1 hereof, or at any time that the City so determines for the purpose of providing for the redemption of Series 2017B Bonds as provided in Section 4.1 of the Trust Agreement or the purchase of Series 2017B Bonds as provided in Section 4.4 of the Trust Agreement. The City shall notify the Trustee in writing of the dates on which the Series 2017B Bonds corresponding to any prepayment hereunder are to be redeemed or purchased (as applicable) and the amount to be so redeemed or purchased on each such date, all in accordance with the provisions of the Trust Agreement. The Trustee may request such reasonable information and reports as may be necessary to establish the sufficiency of the payments to be made at the time of such prepayment or purchase, respectively.

SECTION 4.4. Administrative Expenses. Subject to the provisions of Section 4.7 hereof, the City shall pay as Additional Payments (i) the periodic fees and reasonable expenses from time to time of the Trustee and any Paying Agent incurred in administering the Trust Agreement and the Series 2017B Bonds, and (ii) any reasonable expenses, including but not limited to fees for legal, financial and accounting services and costs of directors and officers insurance incurred by the Corporation or the Trustee to compel full and punctual performance of this Purchase and Use Agreement in accordance with the terms hereof.

SECTION 4.5. Assignment of Purchase and Use Agreement, Manner of Payment. As security for and the source of payment of the Series 2017B Bonds, pursuant to the Trust Agreement, the Corporation has assigned to the Trustee all of its right, title and interest in and to this Purchase and Use Agreement, except for the right of the Corporation to receive indemnity against claims and payment of its fees and expenses pursuant to Sections 4.2, 4.4, and 5.5 hereof. The City consents and agrees to the assignment of this Purchase and Use Agreement as provided herein. The City covenants to fully perform, in timely fashion, all of its covenants, agreements and obligations under this Purchase and Use Agreement, and to make all payments required by the City under this Purchase and Use Agreement (other than payment for indemnity and fees and expenses of the Corporation) directly to the Trustee, all without set-off, defense or counterclaim by reason of any dispute which the City may have with the Corporation or the Trustee.

SECTION 4.6. Limited and Special Obligation of City. Upon the occurrence of an Event of Nonappropriation, this Purchase and Use Agreement may be terminated as of the end of the last Fiscal Year which is not affected by such Event of Nonappropriation, and the City shall not be obligated to pay the Installment Payments provided for in this Purchase and Use Agreement beyond the end of such Fiscal Year (except as otherwise provided herein), and the TIF Obligation shall terminate; provided, however, that the Trustee, acting at the direction of Bondholders, may waive an Event of Default pursuant to Section 4.7(c)(ii) hereof. If this Purchase and Use Agreement is terminated under this Section 4.6 or as provided in Section 4.7 or Section 2.2, the City agrees to peaceful delivery of that portion of the Facilities to be retained by the Corporation or its assigns as provided in Section 2.4 hereof.

The obligations of the City to make Installment Payments required under this Article IV and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Purchase and Use Agreement. Notwithstanding any dispute involving the City and any of the Corporation, any contractor, subcontractor, or supplier of materials or labor, or any other person,

the City shall make all Installment Payments when due and shall not withhold any Installment Payments pending final resolution of such dispute, nor shall the City assert any defense or right of set-off, recoupment, or counterclaim against its obligation to make such payments required under this Purchase and Use Agreement.

The City's obligation to make Installment Payments during the term of this Purchase and Use Agreement shall not be abated through accident or unforeseen circumstances. The City agrees not to suspend, reduce, abrogate, diminish, postpone, modify, discontinue, withhold, or abate any portion of the payments required pursuant to this Purchase and Use Agreement by reason of any defects, malfunctions, breakdowns, or infirmities of the 2017 Real Property or the Facilities, failure of the Corporation to complete the design, acquisition, construction, or equipping of the 2017 Project, failure of the City to occupy or to use the Facilities as contemplated in this Purchase and Use Agreement or otherwise, any change or delay in the time of availability of the 2017 Real Property or the Facilities, any acts or circumstances which may impair or preclude the use or possession of the 2017 Real Property or the Facilities, any defect in the title, design, operation, merchantability, fitness, or condition of the 2017 Real Property or the Facilities or in the suitability of the 2017 Real Property or the Facilities for the City's purposes or needs, failure of consideration, the invalidity of any provision of this Purchase and Use Agreement, any acts or circumstances that may constitute an eviction or constructive eviction, destruction of or damage to the 2017 Real Property or the Facilities, the taking by eminent domain of title to or the use of all or any part of the 2017 Real Property or the Facilities, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or in the rules or regulations of any governmental authority, or any failure of the Corporation to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Purchase and Use Agreement.

Nothing contained in this section shall be construed to release the Corporation from the performance of any of the agreements on its part herein contained. In the event the Corporation should fail to perform any such agreement on its part, the City may institute such action against the Corporation as the City may deem necessary to compel performance so long as such action does not abrogate the City's obligations under this Purchase and Use Agreement. The City may, however, at its own cost and expense and in its own name or in the name of the Corporation, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect its right of possession, occupancy, and use under this Purchase and Use Agreement, and in such event the Corporation hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the Corporation in any such action or proceeding if the City shall so request. It is the intention of the parties that the payments required by this Purchase and Use Agreement will be paid in full when due without any delay or diminution whatsoever, subject only to the special and limited nature of the City's obligation to pay Installment Payments hereunder as set forth above.

The obligations of the City under this Purchase and Use Agreement shall not constitute a pledge of the full faith, credit or taxing power of the City within the meaning of any State constitutional or statutory provision.

SECTION 4.7. Event of Nonappropriation. Upon the occurrence of an Event of Nonappropriation, the following provisions shall apply:

(a) If written notice is given by a City Representative to the Corporation and the Trustee that it will not appropriate funds from any Available Source in the next succeeding Fiscal Year for payment of Installment Payments or if an Event of Nonappropriation is otherwise deemed to have occurred, the Trustee shall as soon as practicable give written notice to the City and the Corporation stating that an Event of Nonappropriation has occurred; but any failure of the Trustee to give such written notice shall not prevent the Trustee from declaring an Event of Nonappropriation or from taking any remedial action which would otherwise be available to the Trustee.

(b) Subject to Article VIII hereof and the provisions of subsections (c) and (d) of this Section 4.7, this Purchase and Use Agreement will be terminated pursuant to Section 2.2.

(c) Subject to Article VIII hereof and the provisions of subsection (d) of this Section 4.7, the Trustee shall waive any Event of Nonappropriation if (i) such Event of Nonappropriation is cured by the City before the Waiver Period has expired and in the Trustee's judgment such waiver is in the best interest of the Holders of the Bonds, or (ii) the Trustee, acting upon the direction of the Holders of the majority in aggregate principal amount of the Outstanding Bonds, elects to waive such Event of Nonappropriation for any reason, including in order to continue to receive TIF Payments.

(d) Subject to Article VIII hereof and notwithstanding the provisions of subsection (c) of this Section 4.7, the Trustee shall waive any Event of Nonappropriation (but only an Event of Nonappropriation which occurs pursuant to clause (i) of the definition thereof) which is cured by (i) the City's specifically budgeting and appropriating, prior to expiration of the Waiver Period, moneys sufficient to pay Installment Payments coming due hereunder for such Fiscal Year that may be lawfully used to make such payment, or (ii) the issuance of bonds, notes or other obligations prior to the expiration of the Waiver Period for the purpose of refunding, refinancing and discharging all outstanding Series 2017B Bonds.

If an Event of Nonappropriation occurs and is not waived, the City shall not be deemed to be in default under this Purchase and Use Agreement and shall not be obligated to make payment of any future Installment Payments due hereunder or any other payments provided for herein which accrue after the beginning of the Fiscal Year with respect to which there has occurred an Event of Nonappropriation; provided, the City shall continue to be liable for Installment Payments pursuant to Section 2.3 hereof.

The City, in all events, shall cooperate with the Corporation and the Trustee in making the partition required under Section 2.4 hereof and shall vacate and deliver over to the Trustee the Corporation Facilities no later than 60 days after the partition report becomes final in accordance with Section 2.4 hereof.

The Trustee shall, upon the occurrence of an Event of Nonappropriation, be entitled to all moneys then on hand and being held in all funds created under the Trust Agreement for the benefit of the Holders of the Series 2017B Bonds. After the expiration of the Fiscal Year during which an Event of Nonappropriation occurs, if such occurs by notice, or the March 2 following

the March 1 on which the City fails to specifically budget and appropriate sufficient moneys to pay, or enact an ordinance authorizing the issuance of general obligation bonds for the purpose of paying, the Installment Payments hereunder, the Trustee may or shall, as the case may be, proceed to exercise its remedies, liquidate its interest in this Purchase and Use Agreement or lease the Corporation Facilities (after the partition and delivery thereof pursuant to Section 2.4 hereof) as provided in Section 8.2 hereof. All property, funds and rights acquired by the Trustee by reason of an Event of Nonappropriation as provided herein, less any moneys due and owing to the Trustee for services performed as Trustee, shall be held by the Trustee for the benefit of the Holders of the Bonds as set forth in the Trust Agreement.

Notwithstanding anything in this Purchase and Use Agreement to the contrary, in the event that the Trustee shall receive a payment for the transfer of its interest in this Purchase and Use Agreement, or total rental payments for leasing that are, after the payment of the Corporation's expenses in connection therewith, including attorneys' and other fees and expenses of the Trustee, and all other amounts which are payable hereunder, in excess of the principal amount of the Outstanding Series 2017B Bonds at the time of the Event of Nonappropriation and the interest due and to become due thereon (with amounts so received to be credited first to such interest and then to principal), then such excess shall be paid to the City by the Trustee, its assigns or its lessee.

[END OF ARTICLE IV]

**ARTICLE V
COVENANTS OF THE CITY**

SECTION 5.1. Maintenance and Operation of 2017 Real Property and Facilities; Transfers.

(a) Subject to Sections 4.6 and 4.7 herein, the City covenants and represents that during the term of this Purchase and Use Agreement, it shall, at its own cost or expense, use and maintain the 2017 Real Property and the Facilities in a sound and economical manner, in compliance with all present and future laws and governmental regulations applicable thereto, and maintain, preserve and keep the 2017 Real Property and the Facilities in good repair, working order and condition, and that it shall from time to time make or cause to be made all necessary and proper repairs and renewals so that at all times the operation of the Facilities may be properly and advantageously conducted. This covenant shall not prevent the City from discontinuing operation of the Facilities at any time.

(b) Except as otherwise provided in this Section 5.1 and Section 2.1 hereof, prior to payment of the Series 2017B Bonds in full, the City shall not sell, transfer, lease, sublease or otherwise dispose of all or any portion of the 2017 Real Property and the Facilities, or its interests under this Purchase and Use Agreement, except to another political subdivision of the State, which assumes in writing all obligations of the City under this Purchase and Use Agreement and shall enter into no such transaction without the written consent of the Trustee.

SECTION 5.2. Liens on 2017 Real Property and the Facilities. The City shall not create, incur or suffer to exist any lien, charge or encumbrance on the 2017 Real Property or the Facilities or its rights under this Purchase and Use Agreement other than any Permitted Encumbrance.

SECTION 5.3. Representations and Covenants Regarding Tax Exempt Status of Series 2017B Bonds.

(a) Neither the Corporation nor the City shall take any action (including but not limited to any use of the 2017 Real Property and the Facilities) or permit any action to be taken on its behalf, or cause or permit any circumstance within its control to arise or continue, if such action or circumstance, or its expectation on the date of this Purchase and Use Agreement would cause the interest paid on the Series 2017B Bonds to be includable in the gross income of the recipients thereof for federal income tax purposes.

(b) The City covenants to the Corporation, the Trustee and the Holders of the Series 2017B Bonds that, notwithstanding any other provision of this Purchase and Use Agreement or any other instrument, it will neither make nor cause to be made any investment or other use of the proceeds of the Series 2017B Bonds or amounts on deposit in any of the funds or accounts held under the Trust Agreement or under any other document related to the Series 2017B Bonds which would cause the Series 2017B Bonds to be “arbitrage bonds” under Section 148 of the Code and the regulations thereunder, and that it will comply with the requirements of such Section and regulations throughout the term of the Series 2017B Bonds.

(c) The City shall take all actions necessary on its part to enable compliance with the rebate provisions of Section 148(f) of the Code in order to preserve the federal income tax status of payments of interest with respect to any Series 2017B Bonds not issued as a Taxable Series. The City shall ensure that the Corporation retains a consultant experienced in the calculation and determination of rebate payments and liability under Section 148(f) of the Code to provide the reports required under any Federal Tax Certificate.

(d) The City will accept title to the Facilities upon the discharge of the Series 2017B Bonds.

(e) The representations and covenants of this Section 5.3 shall be inapplicable to any Taxable Series.

SECTION 5.4. Reports and Opinions; Inspections.

(a) The City shall deliver to the Trustee and the Corporation, within 90 days after the end of each Fiscal Year a certificate stating that no Event of Default under this Purchase and Use Agreement has occurred and is continuing and that the 2017 Real Property and the Facilities are being used in accordance with the terms of this Purchase and Use Agreement.

(b) The City shall permit the Corporation and the Trustee to examine, visit and inspect, at any reasonable time, the 2017 Real Property and the Facilities, and any accounts, books and records, including its receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and to supply such reports and information as the Trustee may reasonably require.

SECTION 5.5. Immunity of Corporation and Trustee. In the exercise of the powers of the Corporation and the Trustee and their members, directors, officers, employees and agents under the Trust Agreement or this Purchase and Use Agreement including (without limiting the foregoing) the application of moneys and the investment of funds, neither the Corporation nor the Trustee shall be accountable to the City for any action taken or omitted with respect to the Facilities or this Purchase and Use Agreement by either of them or their members, directors, officers, employees and agents in good faith and believed by it or them to be authorized or within the discretion or rights or powers conferred under this Purchase and Use Agreement. The Corporation and the Trustee and their members, officers, employees and agents shall be protected in its or their acting upon any paper or documents believed by it or them to be genuine, and it or they may conclusively rely upon the advice of counsel and may (but need not) require further evidence of any fact or matter before taking any action. No recourse shall be had by the City for any claims based on the Trust Agreement or this Purchase and Use Agreement against any member, director, officer, employee or agent of the Corporation or the Trustee alleging personal liability on the part of such person.

SECTION 5.6. Compliance with Laws. With respect to the 2017 Real Property and the Facilities and any additions, alterations, or improvements thereto, the City will at all times comply with all applicable requirements of federal and state laws and with all applicable lawful requirements of any agency, board, or commission created under the laws of the State or of any other duly constituted public authority; provided, however, that the City shall be deemed in

compliance with this Section 5.6 so long as it is contesting in good faith any such requirement by appropriate legal proceedings.

SECTION 5.7. Insurance and Condemnation Proceeds. The City shall not make any disposition nor direct the disposition of insurance or condemnation payments with respect to the 2017 Real Property or the Facilities in excess of \$250,000 without the prior written consent of the Trustee except as may be required by the terms hereof or of the other Security Documents or of any Permitted Encumbrances existing on the date hereof.

SECTION 5.8. Filing of Budget with Trustee. During the term of this Purchase and Use Agreement, the City shall file with the Trustee, within 15 days after the beginning of each Fiscal Year, a copy of the annual budget of the City for that Fiscal Year.

SECTION 5.9. Alterations of the 2017 Real Property and the Facilities; Removals. The City, in its discretion and at its expense, may remodel or make such additions, modifications and improvements to the Facilities as it may deem to be desirable; provided, that no such additions, modifications or improvements shall adversely affect the structural integrity or strength of, or materially interfere with the use and operations of, the 2017 Real Property and the Facilities.

In this connection, the City may remove any items of personal property constituting a part of the Facilities financed by a source of funds other than the proceeds of the Series 2017B Bonds and the Initial Installment Payments, provided that such removal of the personal property shall not materially diminish the value of the Facilities or materially impair the operation thereof.

In the case of any removal as provided above or any removal of City property not constituting Facilities, the City shall repair any damage resulting from such removal.

SECTION 5.10. Continuing Disclosure. The City covenants to provide the information required by Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended ("**15c2-12**"), as an Obligated Person (as defined in 15c2-12) in compliance with the provisions of the Continuing Disclosure Undertaking attached hereto as Exhibit F (the "**Disclosure Undertaking**"), if applicable. If the City is obligated to comply with the Disclosure Undertaking pursuant to 15c2-12, then in the event of a failure by the City or any dissemination agent appointed thereby to comply with any provisions of the Disclosure Undertaking, the rights of the Holders of the Series 2017B Bonds to enforce the provisions of the Disclosure Undertaking shall be limited solely to a right, by action in mandamus or specific performance, to compel performance of the parties' obligations under the Disclosure Undertaking.

Any failure by a party to perform in accordance with the Disclosure Undertaking shall not constitute a default on the Series 2017B Bonds or under any other document relating to the Series 2017B Bonds, and all rights and remedies shall be limited to those expressly stated in the Disclosure Undertaking.

[END OF ARTICLE V]

ARTICLE VI INSURANCE

SECTION 6.1. Types of Insurance and Coverage Requirements.

(a) The City shall, commencing with the date that any items of personal property comprising the Facilities are delivered, or in the event that progress payments are to be made to the manufacturer thereof prior to the date of such delivery, commencing with the date of this Purchase and Use Agreement, and upon completion of any construction, reconstruction, renovation or remodeling incidental to the completion and installation of the Facilities, on all such improvements to the 2017 Real Property and the Facilities, maintain all-risk fire, extended coverage, vandalism, and malicious mischief insurance on the 2017 Real Property and the Facilities, with such deductible provisions as are acceptable to the Corporation. Such insurance shall name the Corporation and the Trustee as additional insureds or loss payees, as their interests may appear, be maintained for the term of this Purchase and Use Agreement and each policy shall be in an amount equal to the replacement value of the Facilities; provided that, on the third anniversary of the execution of this Purchase and Use Agreement and every three years thereafter, the City shall cause the preparation and pay for the expense of a certification of the maximum full insurable value of the Facilities by an independent insurance agent or a person or company knowledgeable in such matters and shall deliver the same to the Trustee.

(b) The City shall, to the extent required by law or good business practice, maintain for the term of this Purchase and Use Agreement, general liability insurance, worker's compensation insurance, disability insurance, and any other form of insurance, covering loss resulting from injury, sickness, disability or death of employees in amounts at least equal to those carried by institutions of similar size and nature.

(c) The City shall maintain, for the term of this Purchase and Use Agreement, general liability insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from the death or bodily injury of persons or damage to the property of others caused by accident or occurrence (including contractual liability endorsement), with limits of not less than \$800,000 per occurrence and not less than \$1,000,000 in the aggregate for claims made in any one year on account of injury of any one person, and \$250,000 for property damage per occurrence with an aggregate property damage limitation of not less than \$500,000, excluding liability imposed upon the City by any applicable worker's compensation law. Such insurance shall name the Corporation and the Trustee as additional insureds or loss payees, as their interests may appear, to the extent practicable.

(d) All policies of insurance required hereunder shall be written by the South Carolina Municipal Association's SC Insurance and Risk Financing Fund, the South Carolina Insurance Reserve Fund, or companies rated not lower than "A" by A. M. Best Company or in one of the two highest rating categories by S&P or Moody's, in each case qualified to do business in the State and each policy shall provide at least 30 days prior written notice to the Corporation and the Trustee before such policy is canceled. The City may provide any part or all of the insurance required hereby under the terms of a policy insuring other facilities or risks or any "blanket" policy. The City covenants that it will take all action, or cause the same to be taken, which may be necessary to enable recovery under the aforesaid insurance policies.

(e) All policies of insurance required hereby shall be open to inspection by the Corporation, the Trustee at all reasonable times. Certificates of insurance describing such policies shall be furnished by the City to the Corporation when such policies are required to be obtained by this Section 6.1 and at least 10 days prior to the expiration of each of such policies. The City shall certify that it is in compliance with the provisions hereof at or prior to the execution and delivery of this Purchase and Use Agreement. If any change shall be made in such insurance as to either amount or type of coverage, a description and notice of such change shall be furnished immediately to the Corporation and the Trustee by the City or it shall cause the same to be so furnished. In the event that the City fails to maintain any insurance as provided in this Section, the Trustee may, upon such notice to the City as is reasonable under the circumstances, procure and maintain such insurance at the expense of the City (reimbursable as provided hereinbefore), but the Trustee shall not be under an obligation to do so.

SECTION 6.2. Self-Insurance Approval. If, at the time of execution of this Purchase and Use Agreement, the City self-insures or at any time hereafter desires to self-insure to the extent permitted by law, the entry into such self-insurance program shall require the written approval of the Corporation.

SECTION 6.3. Title Insurance. The City shall obtain at the time of execution of this Purchase and Use Agreement, and cause to be maintained, a mortgagee's title insurance policy on the 2017 Real Property insuring the City's fee simple interest in the 2017 Real Property, subject only to Permitted Encumbrances, in an amount equal to the aggregate Installment Payments designated as principal, naming the Trustee and its successors and assigns as the named insured.

[END OF ARTICLE VI]

**ARTICLE VII
DAMAGE, DESTRUCTION AND
CONDEMNATION; USE OF NET PROCEEDS**

SECTION 7.1. Damage, Destruction and Condemnation. If, during the term of this Purchase and Use Agreement, (i) the Facilities or any portion thereof shall be destroyed (in whole or in part), or be damaged by fire or other casualty, or (ii) title to, or the temporary or permanent use of, the 2017 Real Property, the Facilities or any portion thereof or the estate of the City or the Corporation in the 2017 Real Property, the Facilities or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, or (iii) a material defect in construction or installation of the Facilities or any portion thereof shall become apparent, or (iv) title to or the use of all or any portion of the 2017 Real Property or the Facilities shall be lost by reason of a defect in title thereto, then the City shall be obligated, subject to the option provided in Section 7.3 hereof and the provisions of Sections 4.6 and 4.7 hereof, to continue to pay the amounts specified as Installment Payments under this Purchase and Use Agreement.

SECTION 7.2. Obligation to Repair or Replace the Facilities. Subject to the provisions of Section 7.3 hereof, the City, the Corporation and the Trustee shall cause the Net Proceeds of any insurance policies, performance bonds or condemnation awards made available by reason of any occurrence described in Section 7.1 hereof, to be deposited as provided in Sections 3.5, 3.7 or 3.8, as the case may be, hereof prior to the Completion Date or, after the Completion Date, in a separate trust fund designated as the "Net Proceeds Fund" which the Trustee is hereby directed to establish in such event. Except as set forth in Section 7.3 hereof, all Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification, improvement or replacement of the 2017 Real Property and the Facilities by the City upon receipt of requisitions by the Trustee signed by an authorized official of the City stating with respect to each payment to be made: (i) the requisition number; (ii) the name and address of the person, firm or corporation to whom payment is due; (iii) the amount to be paid; and (iv) that each obligation mentioned therein has been properly incurred, is properly payable from the Net Proceeds held in the separate trust fund and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation. In carrying out any of the provisions of this Section 7.2, the City shall have all power and authority granted under Article III of this Purchase and Use Agreement; and the Trustee shall cooperate with the City in the administration of such fund and shall not unreasonably withhold its approval of requisitions required by this Section 7.2. The balance of any such Net Proceeds remaining after such repair, restoration, modification, improvement or replacement has been completed shall be applied to any lawful and authorized purpose of the City as directed in writing by the City. Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of such Net Proceeds shall be included as part of the Facilities under this Purchase and Use Agreement and the Trust Agreement.

If the Net Proceeds (plus any amounts withheld from such Net Proceeds by reason of any deductible clause) shall be insufficient to pay in full the cost of any repair, restoration, modification, improvement or replacement of the 2017 Real Property or the Facilities, the City shall be responsible, subject to the option contained in Section 7.3 hereof, for the completion of the work and the payment of any cost in excess of the amount of the Net Proceeds. In this

connection, the City agrees that, if by reason of any such insufficiency of the Net Proceeds, the City shall make any payments pursuant to the provisions of this paragraph, the City shall not be entitled to any reimbursement therefor from the Trustee or the Holders of the Series 2017B Bonds, nor shall the City be entitled to any diminution of any Installment Payments payable under this Purchase and Use Agreement.

SECTION 7.3. Discharge of Obligation to Repair or Replace the 2017 Real Property and the Facilities. If, as a result of the occurrence of an event described in Section 7.1 hereof, (a) any part of the Facilities is totally destroyed or is damaged to such an extent that the rebuilding or repairing of such part of the Facilities would be impracticable, (b) there is discovered a material defect in the construction of the Facilities or any portion thereof that renders the Facilities or such portion unusable by the City for its intended purposes, (c) all or substantially all of the 2017 Real Property or the Facilities is taken by eminent domain or (d) the City is deprived of the use of any part of the 2017 Real Property or the Facilities by reason of a defect in title thereto, the City may elect to apply the Net Proceeds of applicable insurance policies, performance bonds or condemnation awards as a prepayment of Installment Payments and the discharge of its obligations with respect to Sections 7.1 and 7.2 hereof. Such an election may be made by written notice to the Corporation and the Trustee within 90 days of the occurrence of an event described in (a) through (d) above. Upon any such prepayment, the amount thereof shall be applied to redeem Series 2017B Bonds at the earliest practicable date pursuant to Section 4.1(b)(1) of the Trust Agreement, the Purchase Price shall be recalculated to take account of such prepayment, title to the affected part of the Facilities (if applicable) shall be deemed transferred to the City and in the event of any future partition under Section 2.4 hereof, such affected part of the Facilities (if applicable) shall be automatically assigned to the City. If at any time the amount to be applied as a prepayment hereunder shall exceed the redemption price of the Series 2017B Bonds, the Series 2017B Bonds shall be redeemed, title to all the Facilities shall be transferred to the City and any amounts not required for the redemption of the Series 2017B Bonds and payment of other expenses and amounts under the Trust Agreement shall be paid to the City.

SECTION 7.4. Cooperation of the Parties. The Corporation, the City and the Trustee shall cooperate fully with each other in filing any proof of loss with respect to any insurance policy or performance bond covering the events described in Section 7.1 of this Purchase and Use Agreement, in making the Net Proceeds available in accordance with Section 7.2 or 7.3 hereof and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the 2017 Real Property, the Facilities or any portion thereof and in the enforcement of all warranties relating to the 2017 Real Property or the Facilities. The Corporation hereby designates the City as its agent for the purpose of making collections under such policies, such amounts to be held in trust and applied in accordance herewith. In no event shall the Corporation voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding with respect to the 2017 Real Property, the Facilities or any portion thereof without the written consent of the City and the Trustee.

[END OF ARTICLE VII]

**ARTICLE VIII
DEFAULTS AND REMEDIES**

SECTION 8.1. Events of Default. Each of the following events is hereby defined as, and declared to be and shall constitute, an “Event of Default”:

(a) failure by the City to make any payment required to be made pursuant to Section 4.1(b) hereof within five days after the same is due (provided, however, that an Event of Nonappropriation shall not result in an Event of Default under this provision); or

(b) failure by the City to timely comply with the provisions of Section 2.4 hereof relating to partition and vacating of Facilities at the times required; or

(c) failure by the City to make any payment required to be made pursuant to Section 4.1(c), 4.2 or 4.4 hereof or under the provisions of the Base Lease within ten days after the same is due; or

(d) failure by the City to observe and perform any other covenant, condition or agreement on its part to be observed or performed under this Purchase and Use Agreement for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the City by the Trustee; or

(e) if any of the representations and warranties of the City hereunder shall prove to be false or misleading in any material respect as of the date such representations and warranties were made; or

(f) the failure by the City promptly to stay or lift any execution, garnishment or attachment of such consequence as will, in the reasonable judgment of the Trustee, materially impair its ability to carry out its obligations under this Purchase and Use Agreement (provided that the City shall not be in default so long as it is diligently prosecuting a bona fide appeal from any such execution, garnishment or attachment); or

(g) if the City shall (i) apply for or consent to the appointment of a receiver, trustee, or the like of the City or of property of the City, or (ii) admit in writing the inability of the City to pay its debts generally as they become due, or (iii) make a general assignment for the benefit of creditors, or (iv) be adjudicated a bankrupt or insolvent, or (v) commence a voluntary case under the United States Bankruptcy Code or file a voluntary petition seeking reorganization, an arrangement with creditors or an order for relief or seeking to take advantage of any insolvency law or (vi) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against it in an involuntary case under the United States Bankruptcy Code.

The foregoing provisions of this Section 8.1 are subject to the following provision: If, by reason of Force Majeure, the City shall be unable in whole or in part to carry out any agreement on its part herein contained, other than the obligations on the part of the City contained in Articles IV and VI of this Purchase and Use Agreement, the City shall not be deemed in default during the continuance of such inability. The City agrees, however, to remedy, as promptly as legally and reasonably possible, the cause or causes preventing the City from carrying out its

agreement, provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the City.

The Holders of the majority in aggregate principal amount of the Outstanding Bonds may direct the Trustee to waive an Event of Default in order to continue to receive TIF Payments.

SECTION 8.2. Remedies. Whenever any Event of Default referred to in Section 8.1 of this Purchase and Use Agreement shall have happened and be continuing, the Corporation (with written notice promptly given to the Trustee) and the Trustee may terminate the term of this Purchase and Use Agreement and shall give notice to the City to vacate the Corporation Facilities no later than 60 days after the partition report becomes final in accordance with Section 2.4 hereof. Whenever an Event of Nonappropriation shall be deemed to occur, the term of this Purchase and Use Agreement shall terminate pursuant to Section 2.2(a) and the City shall vacate and deliver over to the Trustee possession of the Corporation Facilities by the time specified in the third paragraph of Section 4.7(d) hereof.

Subject to the terms of the Base Lease, the Trustee may also (i) take whatever action at law or in equity which may appear necessary or desirable to enforce its rights in and to the Facilities under this Purchase and Use Agreement or any of the other Security Documents, subject, however, to the limitations set forth herein, and (ii) exercise all the rights and remedies of a secured party under the South Carolina Uniform Commercial Code with respect to any security interests subject thereto.

In addition, the Trustee may, or at the direction of the Holders of the majority in aggregate principal amount of the Outstanding Bonds shall, without any further demand or notice, and subject to the terms of the Base Lease, take one or both of the following additional remedial steps:

- (i) The Trustee may liquidate its interest in this Purchase and Use Agreement or sell or assign its interest in the Base Lease; or
- (ii) The Trustee may relet or assign its rights to the Corporation Facilities under such terms and conditions as it deems appropriate for the benefit of the Holders of the Bonds.

Notwithstanding anything in this Purchase and Use Agreement to the contrary, (1) in the event of a termination of the City's interest in any portion of the Facilities and subsequent thereto the Trustee shall receive a payment for the transfer of its interest in this Purchase and Use Agreement or total rental payments for leasing that are, after the payment of the Corporation's expenses in connection therewith, including fees and expenses of the Trustee, in excess of the principal amount of the Outstanding Bonds at the time of the Event of Default or Event of Nonappropriation and the interest due and to become due thereon (with amounts so received to be credited first to such interest and then to principal), then such excess shall be paid to the City by the Trustee, its assigns or its lessee and (2) the Trustee shall not be permitted to sell, lease or otherwise dispose of any interest in the Corporation Facilities following an Event of Nonappropriation until the Waiver Period has expired, unless such action is expressly subject to the rights of the Corporation, Trustee or the City, as the case may be, to waive such Event of Nonappropriation.

SECTION 8.3. Limitations on Remedies. A judgment requiring a payment of money may be entered against the City by reason of an Event of Default or Event of Nonappropriation only as to the City's liabilities described in Section 10.1 of this Purchase and Use Agreement.

SECTION 8.4. Cumulative Rights. No remedy conferred upon or reserved to the Corporation or the Trustee by this Purchase and Use Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Purchase and Use Agreement or now or hereafter existing at law or in equity or by statute. No waiver by the Corporation or the Trustee of any breach by the City of any of its obligations, agreements or covenants hereunder shall be deemed a waiver of any subsequent breach, or a waiver of any other obligation, agreement or covenant, and no delay or failure by the Corporation or the Trustee to exercise any right or power shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised by the Corporation or the Trustee from time to time and as often as may be deemed expedient.

SECTION 8.5. Discontinuance of Proceedings. In case the Corporation or the Trustee shall have proceeded to enforce any right under this Purchase and Use Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Corporation or the Trustee, then and in every such case the City, the Corporation and the Trustee shall be restored respectively to their several positions and rights hereunder and all rights, remedies and powers of the City, the Corporation and the Trustee shall continue as though no such proceeding had been taken.

[END OF ARTICLE VIII]

ARTICLE IX
CONVEYANCE OF THE FACILITIES

SECTION 9.1. Optional Purchase of the Facilities. (a) Purchase in Full. The City is hereby granted the option to terminate this Purchase and Use Agreement and to purchase the Corporation's interest in the Facilities not theretofore acquired by the City at any time upon payment by the City of the then applicable Purchase Option Price; provided, however, that no such termination shall relieve the City from its obligation to pay administrative expenses as provided in Section 4.4 hereof until the Series 2017B Bonds have been fully discharged and the Trust Agreement terminated. The City shall notify the Corporation and the Trustee of its intention to exercise this option, on or before the 45th day preceding the date of such purchase or such later date as may be acceptable to the Trustee, but in no event later than the 30th day preceding the date of such purchase, and shall provide funds for such prepayment or such other assurance thereof as may be acceptable to the Trustee. Upon the payment of the Purchase Option Price, the Corporation shall transfer and convey all its remaining interest in the Facilities to the City in the manner provided in Section 9.2 hereof.

(b) Partial Prepayment of Installment Payments and Purchase. From and after _____ 1, 20__, the City is also granted the option to prepay Installment Payments on the due date of any Base Payments hereunder for the purpose of having such prepayments credited towards the purchase price of the Facilities. The City shall notify the Corporation and the Trustee of its intention to exercise this option, on or before the 45th day preceding the date of such prepayment or such later date as may be acceptable to the Trustee, but in no event later than the 30th day preceding the date of such prepayment, and shall provide funds for such prepayment or such other assurance thereof as may be acceptable to the Trustee.

SECTION 9.2. Manner of Conveyance. (a) Complete Conveyance. At the closing of any purchase or other conveyance of all of the Facilities pursuant to Section 9.1 of this Purchase and Use Agreement, or at the conclusion of the term hereof by the payment of all amounts due hereunder, the Corporation and the Trustee shall execute and deliver to the City all necessary documents assigning, transferring and conveying all interest to the Facilities by an instrument terminating the Base Lease and this Purchase and Use Agreement and quit claim or special warranty deed, as the case may be, in the form as mutually agreed to by the Trustee, the Corporation and the City, subject to the following:

(i) Permitted Encumbrances, other than this Purchase and Use Agreement and the Trust Agreement;

(ii) all liens, encumbrances and restrictions created or suffered to exist by the Corporation and the Trustee as required or permitted by this Purchase and Use Agreement or the Trust Agreement or arising as a result of any action taken or permitted to be taken by the Corporation or the Trustee as required or permitted by this Purchase and Use Agreement or the Trust Agreement; and

(iii) any lien or encumbrance created by action or inaction of or consented to by the City.

(b) Partial Conveyance Resulting from Partition. Upon any conveyance under Section 2.4 hereof, the Corporation and the Trustee shall execute and deliver to the City all necessary documents assigning, transferring and conveying all interest in the City Facilities by an instrument terminating the Base Lease and this Purchase and Use Agreement with respect to the City Facilities and quit claim or special warranty deed, as the case may be, in the form as mutually agreed to by the Trustee, the Corporation and the City, subject to the following:

(i) Permitted Encumbrances, other than this Purchase and Use Agreement and the Trust Agreement;

(ii) all liens, encumbrances and restrictions created or suffered to exist by the Corporation and the Trustee as required or permitted by this Purchase and Use Agreement or the Trust Agreement or arising as a result of any action taken or permitted to be taken by the Corporation or the Trustee as required or permitted by this Purchase and Use Agreement or the Trust Agreement; and

(iii) any lien or encumbrance created by action or inaction of or consented to by the City.

Neither the Trustee nor the Corporation shall be responsible for the recordation of any deed or other instrument for such purposes.

(c) Partial Conveyance Resulting from Prepayment. Any conveyance resulting from a partial prepayment under Section 9.1(b) hereof shall be made in the manner as all other conveyances with respect to payments on each Bond Payment Date.

[END OF ARTICLE IX]

**ARTICLE X
MISCELLANEOUS**

SECTION 10.1. Limitation of Liability of the Corporation and the City. Notwithstanding any other provision of this Purchase and Use Agreement, in the event of any default, including an Event of Default as to the City, by either the Corporation or the City hereunder or under the Trust Agreement, any liability of the Corporation or the City shall be enforceable only out of its respective interest in the Base Lease and under this Purchase and Use Agreement and the moneys to be paid by the City through the later of the end of the Fiscal Year as to which Base Payments have been appropriated for or the conclusion of any holdover term as provided in Section 2.3 hereof, and there shall be no recourse for any claim based on this Purchase and Use Agreement, the Trust Agreement or the Bonds, against any other property of the Corporation or the City or against any officer or employee, past, present or future, of the Corporation or the City or any successor body as such, either directly or through the Corporation or the City or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, and the liability of the Corporation and the City shall be limited to its interests in the Base Lease and interests under this Purchase and Use Agreement and the moneys to be paid by the City hereunder through the later of the end of the Fiscal Year as to which Base Payments have been appropriated therefor or the conclusion of any holdover term as provided in Section 2.3 hereof, and the lien of any judgment shall be restricted thereto, and there shall be no other recourse by the City against the Corporation or the Corporation against the City or any of the property now or hereafter owned by it or either of them.

SECTION 10.2. Surrender of Possession Upon Termination. Upon termination hereof or upon termination of all rights of the City hereunder, either by reason of an Event of Default or an Event of Nonappropriation, the City covenants that it will deliver or cause to be delivered peaceable possession of such of the Facilities as are determined under Section 2.4 hereof to be Corporation Facilities together with the related portion of the 2017 Real Property without delay, upon demand made by the Corporation or the Trustee, in good repair and operating condition, excepting reasonable wear and tear and damage, injury or destruction by fire or other casualty which, under the terms hereof, shall not have been repaired, reconstructed or replaced.

SECTION 10.3. Notices. Notices hereunder shall be given to the addresses shown below or to such other address as shall be filed in writing with the parties hereto as follows:

If to the City:

City of North Augusta, South Carolina
Attn: City Administrator
100 Georgia Avenue
City of North Augusta, SC 29841

If to the Corporation:

North Augusta Public Facilities Corporation
100 Georgia Avenue
City of North Augusta, SC 29841
(with copy to the City as described above)

If to the Trustee:

U.S. Bank National Association
1441 Main Street, Suite 775
Columbia, SC 29201
Attention: Corporate Trust Services

Duplicate copies of each notice, request, complaint, demand or other instrument or document given hereunder by the Corporation, the City or the Trustee to one or more of the others also shall be given to the others. The foregoing parties may designate, by notice given hereunder, any further or different addresses to which any subsequent notice, request, complaint, demand or other instrument or document shall be sent.

SECTION 10.4. Assignments. Except as expressly provided in the Trust Agreement and the provisions of Section 4.5 hereof, this Purchase and Use Agreement may not be assigned by either of the parties hereto without the written consent of the other party hereto and the written consent of the Trustee. Except as provided in Section 8.2 hereof and the provisions of Articles VI and VII of the Trust Agreement, the Trustee shall not be permitted to further assign its interest in this Purchase and Use Agreement. Any assignment in contravention hereof shall be void.

SECTION 10.5. Severability. In case any provision of this Purchase and Use Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, by any court or administrative body of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof and this Purchase and Use Agreement shall be construed as if such provision had never been contained herein.

SECTION 10.6. Amendments. The City and the Corporation may, with the prior consent of the Trustee pursuant to Section 11.1 of the Trust Agreement, but without the consent of the Holders of any Bonds, enter into any amendments hereto at any time for any of the following purposes:

- (a) To cure any ambiguity, defect or omission herein or in any amendment hereto; or
- (b) To grant to or confer upon the Corporation any additional rights, remedies, powers, authority or security that lawfully may be granted to or conferred upon it; or
- (c) To add to the covenants and agreements of the City herein contained, or to surrender any right or power herein reserved to or conferred upon the City; or

(d) To increase the Base Payments hereunder to enable the City to proceed to acquire and install additional assets in addition to the Facilities or modify the Base Payments hereunder in connection with the issuance of Additional Bonds under the Trust Agreement or the redemption, refunding or defeasance of a series of Bonds; or

(e) To reflect a change in applicable law; or

(f) To make any amendments required by Moody's or S&P as a condition to rating the Bonds.

The City and the Corporation may, with notice to but without the prior consent of the Trustee, and without the consent of the Holder of any Bond, enter into any amendments hereto at any time and from time to time (i) in connection with the issuance of the Series 2017B Bonds, (ii) to add Additional Real Property to the description in Exhibit A hereto, consistent with amendments made pursuant to Section 3.1 of the Base Lease, (iii) to release property from the description of the 2017 Real Property described in Exhibit A hereto, consistent with a termination of the Base Lease pursuant to Section 3.6 of the Base Lease, or (iv) to revise the description of Permitted Encumbrances specified in Exhibit C hereto in connection with the foregoing amendments.

Notwithstanding anything herein to the contrary, the parties hereto may execute such supplement to this Purchase and Use Agreement as may be necessary or desirable (with the advice of Bond Counsel) to correct the legal description of the 2017 Real Property in connection with such an amendment to the Base Lease and cause such supplement or a short form and summary thereof to be recorded in appropriate official records.

All other amendments must be approved, if and to the extent required by the Trust Agreement, by the Trustee and the Holders of the Bonds.

All amendments hereto or to the Exhibits to this Purchase and Use Agreement shall require an opinion of Bond Counsel to the effect that such amendment is permitted hereunder and under the laws of the State and will not adversely affect the exclusion from gross income for federal income tax purposes of the interest evidenced by or paid on the Bonds.

SECTION 10.7. Successors and Assigns. All covenants, promises and agreements contained in this Purchase and Use Agreement by or on behalf of or for the benefit of the City or the Corporation, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 10.8. Applicable Law. This Purchase and Use Agreement shall be governed by, and interpreted under, the laws of the State of South Carolina.

SECTION 10.9. Recordation. At the option of the Corporation this Purchase and Use Agreement or a short form and summary hereof may be recorded in appropriate official records.

[END OF ARTICLE X – SIGNATURE PAGES FOLLOW]

WITNESS the due execution of this Purchase and Use Agreement effective as of the day and the year first mentioned above.

**CITY OF NORTH AUGUSTA,
SOUTH CAROLINA**

(SEAL)

Witness

By: _____
Mayor

Attest:

Clerk-Treasurer

**NORTH AUGUSTA PUBLIC FACILITIES
CORPORATION**

(SEAL)

Witness

By: _____
President

Attest

Secretary

STATE OF SOUTH CAROLINA)
)
 COUNTY OF AIKEN)

PROBATE

PERSONALLY appeared before me the undersigned witness, who, on oath says that (s)he saw the City of North Augusta, South Carolina, by its duly authorized officer, sign, seal and as its act and deed, deliver the foregoing Installment Purchase and Use Agreement and that (s)he together with the other witness subscribed above, witnessed the execution thereof.

 Witness

SWORN TO AND SUBSCRIBED BEFORE ME
 this ____ day of _____, 2017.

 Notary Public for South Carolina
 My Commission Expires: _____

STATE OF SOUTH CAROLINA)
)
 COUNTY OF AIKEN)

PROBATE

PERSONALLY appeared before me the undersigned witness, who, on oath says that (s)he saw North Augusta Public facilities Corporation by its duly authorized officer, sign, seal and as its act and deed, deliver the foregoing Installment Purchase and Use Agreement, and that (s)he together with the other witness subscribed above, witnessed the execution thereof.

 Witness

SWORN TO AND SUBSCRIBED BEFORE ME
 this ____ day of _____, 2017.

 Notary Public for South Carolina
 My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE 2017 REAL PROPERTY

EXHIBIT B

DESCRIPTION OF 2017 PROJECT

2017 Project

The remaining balance of the proceeds of the Series 2017B Bonds in the Project Fund is expected to be applied, together with the Initial Installment Payments and other available funds, to defray a portion of the costs of the components of the 2017 Project which are as set forth below:

Component of Project

Cost

Total

\$ _____

Note: All construction amounts are estimated.

EXHIBIT C

PERMITTED ENCUMBRANCES

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereto
2. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements or claims of easements not show by the Public Records.
5. Any lien or right to lien, for services, labor or materials heretofore furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. Taxes and assessments for the year 2017, and subsequent years, which are a lien but are not yet due and payable.
8. Encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey or inspection of the premises.

EXHIBIT D

BASE PAYMENTS SCHEDULE

<u>Year</u>	<u>May 15</u>	<u>November 15</u>
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
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2043		
2044		
2045		
2046		

EXHIBIT E

VALUATION OF FACILITIES*

Assigned Value as of Date of Execution and
Delivery of Agreement*

Name of Facility
Stadium
Medac Deck
Hotel Deck
City Hall
Conference Facilities
Infrastructure
Park

<u>Payment Date</u>	<u>Initial Installment Payment</u>	<u>Base Payments Allocated to Purchase Price</u>	<u>Percentage of Facilities Purchased*</u>	<u>Payment Date</u>	<u>Base Payments Allocated to Purchase Price</u>	<u>Percentage of Facilities Purchased*</u>
	\$16,839,117					

* Assuming completion of 2017 Project as of date of execution and delivery of this Purchase and Use Agreement. After the Completion Date, the assigned values of the Facilities and the percentages thereof being purchased shall be recalculated based upon final construction costs of the Facilities.

EXHIBIT F

FORM OF CONTINUING DISCLOSURE UNDERTAKING

EXHIBIT G

TIF OBLIGATION

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
TAX INCREMENT REVENUE OBLIGATION,
SERIES 2017B, OF THE CITY OF NORTH AUGUSTA,
ISSUED PURSUANT TO SECTIONS 31-6-10 TO 31-6-120,
INCLUSIVE, CODE OF LAWS OF SOUTH CAROLINA, 1976

THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA (the “City”) hereby acknowledges itself indebted, and, for value received, promises to pay to the North Augusta Public Facilities Corporation (the “Holder”) the principal sum of \$____,000,000 in the manner and upon the terms set forth herein. This 2017 Tax Increment Revenue Obligation (this “Obligation”) shall bear interest from _____, 201__ (calculated on the basis of a 360-day year with twelve thirty-day months) and shall be payable as to principal and interest in accordance with the schedule attached hereto as Exhibit A. Both the principal of and interest on this Obligation are payable in any coin or currency of the United States of America, which is, at the time of payment, legal tender for the payment of public and private debts.

THIS OBLIGATION constitutes an issue of \$_____ Tax Increment Revenue Obligation, Series 2017B, issued by the City of North Augusta, pursuant to the authorization of the Tax Increment Financing Act codified as Sections 31-6-10 to 31-6-120, Code of Laws of South Carolina, 1976, and an ordinance duly enacted by the City Council of the City of North Augusta on _____, 2017 (the “Obligation Ordinance”). For the payment of principal and interest on this obligation, there are pledged the incremental tax revenues generated from the Redevelopment Project Area (as such term is defined in the Obligation Ordinance) and deposited in the tax allocation fund, including any additional parcels that may be included within the Redevelopment Project Area subsequent to the date hereof.

The entire special tax allocation fund is pledged to the payment of the Obligation as described in the Obligation Ordinance. The City may issue additional obligations pursuant to the Act secured by the entire special tax allocation fund on a parity in all respects with this Obligation. The full faith, credit, and taxing power of the City are not pledged to the payment of this Obligation. This Obligation is not subject to acceleration in the event of payment or other default.

This Obligation shall terminate and cease to be of legal effect in the event of the termination of the “Installment Purchase and Use Agreement between North Augusta Public Facilities Corporation, as Seller, and City of North Augusta, South Carolina, as Buyer” dated _____, 2017, as the same was approved in the Obligation Ordinance.

This Obligation is subject to optional redemption without penalty, in whole or in part, on any business day.

All payments by way of principal and interest shall be paid by check or draft mailed at the times provided herein from the City to the person in whose name this Obligation is registered at the address shown on the registry books of the City, or by interfund transfer by the City; provided, however, that the final payment of principal and interest shall be made upon surrender of this Obligation to the City.

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Obligation Ordinance. A certified copy of the Obligation Ordinance is on file in the office of the City Clerk.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by this Constitution and Laws of the State of South Carolina to exist, to happen, or to be performed precedent to or in the issuance of this Obligation, do exist, have happened, and have been performed in regular and due time, form and manner.

IN WITNESS WHEREOF, THE CITY OF NORTH AUGUSTA, pursuant to the authorization of Sections 31-6-10 to 31-6-120, inclusive, Code of Laws of South Carolina, 1976, and an ordinance duly enacted by the City Council of the City of North Augusta has caused these presents to be signed in its name by its Mayor and attested by the Clerk of City Council and its Corporate Seal to be impressed hereon, and this Obligation to be dated as of the ____ day of _____, 20__.

(SEAL)

CITY OF NORTH AUGUSTA, SOUTH CAROLINA

Mayor

ATTEST:

City Clerk

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____ the within Obligation of the City of North Augusta, South Carolina, and hereby irrevocably constitutes _____ and _____ appoints _____

_____ Attorney to transfer the same on books of the Registrar with full power of substitution in the premises.

Dated:

_____, 20__

Signature Guaranteed

REGISTER OF OWNERSHIP OF
CITY OF NORTH AUGUSTA, SOUTH CAROLINA
TAX INCREMENT REVENUE OBLIGATION, SERIES 20__
\$ _____

<u>Name of Registered Owner</u>	<u>Date of Registration of Transfer</u>	<u>Signature of Authorized Official of City</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Exhibit A

\$_____ Tax Increment Revenue Obligation,
Series 2017B

Debt Service Schedule

<u>Bond</u> <u>Payment Date</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Amount</u>	<u>Total</u> <u>Debt Service</u>
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EXHIBIT H
INITIAL INSTALLMENT PAYMENTS

EXHIBIT C

List of Real Property in the Redevelopment Project Area

<u>OWNER</u>	<u>MAP- BLOCK- PARCEL</u>	<u>DESCRIPTION</u>
CITY OF NORTH AUGUSTA	003-16-01-033	TRACT 1 N OF SAVANNAH RIVER
CITY OF NORTH AUGUSTA	003-16-02-001	PT OF LT S GA RR W HWY #25 NS SAV RIV
WESTO DEVELOPMENT COMPANY LLC	003-16-03-001	TRACT D
PAINE TRAVERS W III	003-16-04-001	HAMMONDS FERRY PHASE A2LOT 7 BLOCK 14
WESTO DEVELOPMENT CO LLC	003-16-04-002	HAMMONDS FERRY PHASE A2LOT 6 BLOCK 14
WESTO DEVELOPMENT COMPANY LLC	003-16-04-003	
WESTO DEVELOPMENT COMPANY LLC	003-16-04-004	
WESTO DEVELOPMENT COMPANY LLC	003-16-04-005	
WESTO DEVELOPMENT COMPANY LLC	003-16-04-006	
WESTO DEVELOPMENT COMPANY LLC	003-16-04-007	
WESTO DEVELOPMENT COMPANY LLC	003-16-04-008	
WESTO DEVELOPMENT CO LLC	003-16-05-001	HAMMONDS FERRY PHASE A2LOT 1 BLOCK 15
WESTO DEVELOPMENT CO LLC	003-16-05-002	HAMMONDS FERRY PHASE A2LOT 2 BLOCK 15
JOPLING JOHN P JR & PATRICIA R	003-16-05-003	HAMMONDS FERRY PHASE A2LOT 3 BLOCK 15
ARMSTRONG JAMES H JR & CATHY L	003-16-05-004	HAMMONDS FERRY PHASE A2LOT 4 BLOCK 15
AVERY DAVID B & MARION M	003-16-05-005	HAMMONDS FERRY PHASE A2LOT 5 BLOCK 15
WESTO DEVELOPMENT COMPANY LLC	003-16-06-001	
WESTO DEVELOPMENT COMPANY LLC	003-16-06-002	
WESTO DEVELOPMENT COMPANY LLC	003-16-06-003	
WESTO DEVELOPMENT COMPANY LLC	003-16-06-004	
WESTO DEVELOPMENT COMPANY LLC	003-16-06-005	
WESTO DEVELOPMENT COMPANY LLC	003-16-07-001	
WESTO DEVELOPMENT COMPANY LLC	003-16-08-001	
WESTO DEVELOPMENT COMPANY LLC	003-16-08-002	
WESTO DEVELOPMENT COMPANY LLC	003-16-08-003	
WESTO DEVELOPMENT COMPANY LLC	003-16-08-004	
WESTO DEVELOPMENT COMPANY LLC	003-16-08-005	
WESTO DEVELOPMENT COMPANY LLC	003-16-08-006	
WESTO DEVELOPMENT COMPANY LLC	003-16-08-007	
WESTO DEVELOPMENT COMPANY LLC	003-16-09-001	
WESTO DEVELOPMENT COMPANY LLC	003-16-09-002	
WESTO DEVELOPMENT COMPANY LLC	003-16-10-001	
WESTO DEVELOPMENT COMPANY LLC	003-16-11-001	
WESTO DEVELOPMENT COMPANY LLC	003-16-12-001	
WESTO DEVELOPMENT COMPANY LLC	003-16-13-001	

WESTO DEVELOPMENT COMPANY LLC	003-16-14-001	
WESTO DEVELOPMENT COMPANY LLC	003-16-14-002	
WESTO DEVELOPMENT COMPANY LLC	003-16-15-001	
FIRST BAPTIST CHURCH OF NORTH	007-10-15-003	LTS 4 5 6 7 8 & 9
ROBINSON DONALD W	007-10-19-001	N/W CORNER LT 6 BLK 30 GAAVE
SMITH JOHN W L	007-10-19-002	L 6 BK 30 COR SPG GROVE&GA AVE
MCELMURRAY P STEPHENS	007-10-19-010	EASTERN 1/2 PT LT 1 BLK 30
EUBANK CHARLES H & NANCY HUEY	007-10-19-011	WESTERN 1/2 PT LT 1 BLK 30
MYERS DAVID E & LINDY M	007-10-19-012	WESTERN PRTN LOT 1 BLK 30
BRANTLEY JULIE A	007-10-19-013	503 GA AVE
GIBSON GARY W	007-10-19-014	507 GEORGIA AVENUE
GIBSON GARY W	007-10-19-015	PARKING LOT-GA AVE
CDDPROP LLC	007-10-19-016	LT 3 BLK 30 E/S GA AVE
CDDPROP LLC	007-10-19-017	BUCKS PIZZA
THE WILLIAM STEPHEN HARLEY RTA	007-10-19-018	SOUTHERN HALF LT 4 BLK 30
THE WILLIAM STEPHEN HARLEY RTA	007-10-19-019	NORTHERN HALF LT 4 BLK 30
NURNBERGER , JR STANLEY LAWSON	007-10-19-020	E/SD GA AVE BLK 30
BEST SELF STORAGE LLC	007-10-19-021	L 5 BLK 30 E/S GA AVE
HIXON ELIZABETH C	007-10-20-002	E/PT LTS 7 & 8 BLK 29
FIRST BAPTIST CHURCH OF NORTH	007-10-20-003	LT ON SPRING GROVE AVE BLK 29
KNIGHT BENJAMIN M	007-10-20-005	N PT LT 5 BLK 29
MATTHEWS ROBERT G	007-10-20-006	LOT ON GEORGIA AVE BLK 29
PEOPLE'S COMMUNITY BANK OF SC	007-10-20-007	W/S GA AVE N/PT LT 4 BANKN AUG
PEOPLE'S COMMUNITY BANK OF SC	007-10-20-008	LOT ON GA AVE N AUGUSTA BANK
HEATH CHRISTOPHER	007-10-20-009	LOT ON GEORGIA AVE BLK 29
TIERNEY KEVIN	007-10-20-010	LOT ON GEORGIA AVE BLK 29
DAY RICHARD G	007-10-20-011	BLK 29 W/S GA AVE
BOEHMER CONNIE & LAMAR CRAIG	007-10-20-012	LT 2 BLK 29 ON GA AVE
KELLER MARY EDNA	007-10-20-013	BLK 29 COR PINE GROVE & GA AVE
JONES LARK W	007-10-20-014	PT LT 1
HOLEMAN NELL BUSH	007-10-20-015	N/S PINE GROVE AVE
BUSHS FLOWER SHOPS INC	007-10-20-016	E PTN L14&15 BK 29 N/S PINE GVE
CARROLL MICHAEL J	007-10-20-017	W/PT LTS 14 & 15 BLK 29
EMW ENTERPRISES LLC	007-10-20-018	L 13 BK 29 E/S WEST AVE
PEOPLE'S COMMUNITY BANK OF SC	007-10-20-019	L 11&12 BK 29 DRIVE IN NA BANK
BAUMGARDNER JEFFREY S	007-10-20-020	L 10 BLK 29 E/S WEST AVE
FIRST BAPTIST CHURCH OF NORTH	007-10-20-021	LT 9 BLK 29 WEST AVENUE
MAA LLC	007-10-21-002	LOT 9 BLK 28 N AUGUSTA S/D
WALTON OPTIONS FOR INDEPENDENT	007-10-21-003	LT 8 BLK 28 W/S WEST AVE
ANDERSON SAMUEL LEE III	007-10-21-004	LT 7 BLK 28 W/S WEST AVE
JONES SAMUEL R & LINDA P	007-10-21-005	L 6 BLK 28 W/S WEST AVE
JACKSON-WATKINS FAMILY PARTNER	007-10-21-006	LT 5 BLK 28 W/S WEST AVENUE
BRYANT RONALD E	007-10-21-007	L 4 BLK 28 S/S WEST AVE

BRYANT PROPERTIES OF NORTH AUG	007-10-21-008	LT 3 BLK 28 S/S WEST AVE
PIPPEN STEPHEN M	007-10-21-009	LTS 1 & 2 BLK 28 S/S WESTAVE
BRANTLEY REAL ESTATE LLC	007-10-27-004	L 4 PT L-5 BK 37
CHARFEN CHARLOTTE N	007-10-27-005	L 3 BK 37 W/S WEST AVE
WETHERINGTON PHILLIP R & DAWN	007-10-27-007	LT 2 BK 37 COR BUENA VISTA&WEST
WETHERINGTON PHILLIP R & DAWN	007-10-27-015	LT 1 BK 37 COR BUENA VISTA&WEST
7 SANDHILL CRANE LLC	007-10-28-001	L 4 THRU 8 BK 36 N AUG SUB
GIBSON GARY W & A H GIDDENS D/	007-10-28-002	LT 3 BLK 36
GIBSON GARY W & A H GIDDENS D/	007-10-28-003	L 2 BLK 36 W/S GA AVE
SOUTH CAROLINA NATIONAL BANK	007-10-28-004	BLD AT 402 GA AVE N AUG
WACHOVIA BANK N A	007-10-28-005	N/S BUENA VISTA
SOUTH CAROLINA NATIONAL BANK	007-10-28-006	L 1 BK 36 N/S BUENA VISTA AVE
HOGAN DON	007-10-28-007	LT14 BLK 36 CRN W AVE&BUENA VIST
PENSCO TRUST COMPANY	007-10-28-008	L 13 BK 36 E/S WEST AVE
WHYNAUCHT GARY A & JENNIFER R	007-10-28-009	L 12 BK 36 E/S WEST AVE
WHYNAUCHT GARY A & JENNIFER R	007-10-28-010	L 10 11 BLK 36 E/S WEST AVE
NORRIS JOHN KEITH	007-10-28-011	LT 9 & N/PT LT 10 BLK 36
MCLEMMURRAY P STEPHENS	007-10-29-001	CRN LT PINE GROVE & GA AVE
MCLEMMURRAY P STEPHENS	007-10-29-002	PT LTS 4 & 5 BLK 35
KENRICK ROBERT GREGORY	007-10-29-009	LOT ON BUENA VISTA AVE BLOCK 35
KENDRICK CONVENIENCE INC	007-10-29-010	CORNER BUENA VISTA & GA AVE
FORCE CLEANERS INC	007-10-29-011	PT LTS 2&3 BLK 35 N AUGUSTA
CARPENTER KENNETH & PAT	007-10-29-012	LT 3 & S/PT LT 4 BLK 35
JACKSON SQUARE LLC	007-10-34-001	TRACT B-2 & B-3 E/S WESTAVE
THE CITY OF N AUGUSTA	007-10-34-002	TRACT A-1 & B-1
JACKSON SQUARE LLC	007-10-34-003	TRACT B WEST OF BUENA VISTA AVE
MEALING GERALDINE R	007-12-12-005	CORNER MARTINTOWN RD
MARTKO-AIKEN LLC	007-12-12-009	W/S OF HWY 230
CITY OF NORTH AUGUSTA	007-13-01-001	LT S GA RR W HWY #25 NS SAV RIV
CITY OF NORTH AUGUSTA	007-13-01-005	N/SD OF SAVANNAH RIVER PARCEL 1A 1B & 1C
CITY OF NORTH AUGUSTA	007-13-01-006	N/SD OF SAVANNAH RIVER PARCELS 2A 2B 2C & 2D
NORTH AUGUSTA RIVERFRONT COMPA	007-13-01-008	S OF GA FLA RR N OR SAVANNAH R
NORTH AUGUSTA RIVERFRONT COMPA	007-13-01-010	N/SD OF SAVANNAH RIVER
NORTH AUGUSTA RIVERFRONT COMPA	007-13-01-011	N/SD OF SAVANNAH RIVER
CITY OF NORTH AUGUSTA	007-13-10-001	TRACT P2 GA RR W HWY #25NS SAV RIV
CITY OF NORTH AUGUSTA	007-13-10-002	
NORTH AUGUSTA RIVERFRONT COMPA	007-13-11-002	HAMMONDS FERRY PHASE A1 OPEN SPACE BLOCK 1
NORTH AUGUSTA RIVERFRONT COMPA	007-13-11-003	HAMMONDS FERRY PHASE A1 BLOCK 1
JACOBS JULIE L & LEE D	007-13-11-004	HAMMONDS FERRY PHASE A1 LOT 1 BLOCK 1
JOYCE NANCY M	007-13-11-005	HAMMONDS FERRY PHASE A1 LOT 2 BLOCK 1
MACOMSON ERIC D	007-13-11-006	HAMMONDS FERRY PHASE A1 LOT 3 BLOCK 1
STOLARSKI TRACY MOSS	007-13-11-007	HAMMOND'S FERRY PHASE A3LOT 4 BLOCK 1
ZIER PATRICK K	007-13-11-008	HAMMOND'S FERRY PHASE A3LOT 5 BLOCK 1

GREENE WILLIAM A III	007-13-11-009	HAMMOND'S FERRY PHASE A3LOT 6 BLOCK 1
NORTH AUGUSTA RIVERFRONT COMPA	007-13-12-001	HAMMONDS FERRY PHASE A1 OPEN SPACE BLOCK 1
WETHERINGTON BUILDERS	007-13-13-001	HAMMONDS FERRY PHASE A1 LOT 1 BLOCK 2
HOLLIDAY JASON E & LAUREN	007-13-13-002	HAMMONDS FERRY PHASE A1 LOT 2 BLOCK 2
BRYAN CORY A & CARA K	007-13-13-003	HAMMONDS FERRY PHASE A1 LOT 3 BLOCK 2
CANNON JOY W	007-13-13-004	HAMMONDS FERRY PHASE A1 LOT 4 BLOCK 2
PERDUE CHRISTOPHER LEE	007-13-13-007	HAMMONDS FERRY PHASE A1 LOT 6 BLOCK 2
ROSE BARBARA ANN	007-13-13-008	HAMMONDS FERRY PHASE A1 LOT 7 BLOCK 2
BECKER JUDITH M	007-13-13-009	HAMMONDS FERRY PHASE A1 LOT 8 BLOCK 2
ENKO DAVID A & HELGA	007-13-13-010	HAMMONDS FERRY PHASE A1 LOT 9 BLOCK 2
KROLL KEVIN J	007-13-13-011	HAMMONDS FERRY PHASE A1 LOT10 BLOCK 2
NORTH AUGUSTA RIVERFRONT COMPA	007-13-13-012	HAMMONDS FERRY PHASE A1 OPEN SPACE BLOCK 2
CASKEY WILLIAM P JR	007-13-14-001	HAMMONDS FERRY PHASE A1 LOT 11 BLOCK 2
DUNLAP DEBRA B & ROBERT E	007-13-14-002	HAMMONDS FERRY PHASE A1 LOT 12 BLOCK 2
RIVERDALE ALLIANCE LLC	007-13-14-003	HAMMONDS FERRY PHASE A1 LOT 13 BLOCK 2
DAVIS WALTER M & ANGELA G	007-13-14-004	HAMMONDS FERRY PHASE A1 LOT 14 BLOCK 2
ALEXANDER WILLIAM S & LANA E	007-13-14-005	HAMMONDS FERRY PHASE A1 LOT 15 BLOCK 2
CHARLESTON PLACE AT HAMMONDS F	007-13-15-001	CHARLESTON PLACE COMMONAREA
BROWNE PAUL C	007-13-15-002	CHARLESTON PLACE UNIT ABUILDING 1
GUILLORY MARK J	007-13-15-003	CHARLESTON PLACE UNIT BBUILDING 1
BERRY TRUSTEE KATHY ANN	007-13-15-004	CHARLESTON PLACE UNIT CBUILDING 1
FORSEEN SCOTT & CARALEE	007-13-15-005	CHARLESTON PLACE UNIT DBUILDING 1
PHILLIPS VAL M & CLAYTON D	007-13-15-006	CHARLESTON PLACE UNIT ABUILDING 2
TISBERT ANTHONY T	007-13-15-007	CHARLESTON PLACE UNIT BBUILDING 2
NEWSOME KENNETH A	007-13-15-008	CHARLESTON PLACE UNIT CBUILDING 2
OF THE STEPHEN L KENDRICK JR R	007-13-15-009	CHARLESTON PLACE UNIT DBUILDING 2
HUBER LU Y & MICHAEL H	007-13-15-010	CHARLESTON PLACE UNIT ABUILDING 3
SIMPKINS NATHANIEL TURNER	007-13-15-011	CHARLESTON PLACE UNIT BBUILDING 3
KRANTZ ALISON	007-13-15-012	CHARLESTON PLACE UNIT CBUILDING 3
NEWSOME KENNETH A	007-13-15-013	CHARLESTON PLACE UNIT DBUILDING 3
NEWSOME KENNETH A	007-13-15-014	CHARLESTON PLACE UNIT ABUILDING 4
NEWSOME KENNETH A	007-13-15-015	CHARLESTON PLACE UNIT BBUILDING 4
NGUYEN KHOI D	007-13-15-016	CHARLESTON PLACE UNIT CBUILDING 4
DENT THOMAS H & SUSAN A	007-13-15-017	CHARLESTON PLACE UNIT DBUILDING 4
ALLEN DONNA M	007-13-16-001	HAMMONDS FERRY PHASE A1 LOT 2 BLOCK 3
JACOBS WILLIAM S JR & KELLIE S	007-13-16-002	HAMMONDS FERRY PHASE A1 LOT 3 BLOCK 3
CORBITT STETSON K & AMY L	007-13-16-003	HAMMONDS FERRY PHASE A1 LOT 4 BLOCK 3
GODBEE SEWYN	007-13-16-004	HAMMONDS FERRY PHASE A1 LOT 5 BLOCK 3
MEADORS ROBERT E & NATALIE S	007-13-17-001	HAMMONDS FERRY PHASE A1 LOT 5 BLOCK 4
GRAYBILL GAYLE D	007-13-17-002	HAMMONDS FERRY PHASE A1 LOT 4 BLOCK 4
HEWITT JENNIFER R & JIMMY II	007-13-17-003	HAMMONDS FERRY PHASE A1 LOT 3 BLOCK 4
CASSELS WALLACE B & DIANN P	007-13-17-004	HAMMONDS FERRY PHASE A1 LOT 2 & 2A BLOCK 4
465 RAILROAD AVENUE HORIZONTAL	007-13-17-005	HAMMONDS FERRY PHASE A1COMMON AREA

CASSELS WALLACE B & DIANN P	007-13-17-006	HAMMONDS FERRY PHASE A1 LOT 19 BLOCK 4
DUNSTAN DANIEL MILES	007-13-17-007	HAMMONDS FERRY PHASE A1 LOT 18 BLOCK 4
HEWITT JENNIFER R & JIMMY II	007-13-17-008	HAMMONDS FERRY PHASE A1 LOT 17 BLOCK 4
PATRICK TRUSTEE JOHN F ETAL	007-13-17-009	HAMMONDS FERRY PHASE A1 LOT 16 BLOCK 4
CAWTHON SIDNEY K & CYNTHIA L	007-13-17-010	HAMMONDS FERRY PHASE A1 LOT 15 BLOCK 4
COYLE KAREN LEE	007-13-17-011	HAMMONDS FERRY PHASE A1 LOT 14 BLOCK 4
GODFREY MOULTRIE	007-13-17-012	HAMMONDS FERRY PHASE A1 LOT 13 BLOCK 4
BOYD JOSEPH W & DARLENE S	007-13-17-013	HAMMONDS FERRY PHASE A1 LOT 12 BLOCK 4
LA PETITTE ITALIE LLC	007-13-17-014	HAMMONDS FERRY PHASE A1 COMMERCIAL FIRST FLOOR
SCOTT JAMES WESLEY JR & SANDRA	007-13-17-015	HAMMONDS FERRY PHASE A1 SUITE 200 SECOND FLOOR
BENISCHEK MARY ANN	007-13-17-016	HAMMONDS FERRY PHASE A1 SUITE 201 SECOND FLOOR
RIVERDALE ALLIANCE LLC	007-13-17-017	HAMMONDS FERRY PHASE A1 SUITES 300 & 400 THIRD A
RUCKER JEFF	007-13-18-001	HAMMONDS FERRY PHASE A1 LOT 6 BLOCK 4
STANTON KELLY H	007-13-18-002	HAMMONDS FERRY PHASE A1 LOT 7 BLOCK 4
MCGOWAN NATHANIEL M & SHARON B	007-13-18-003	HAMMONDS FERRY PHASE A1 LOT 8 BLOCK 4
PARTL JEFFREY K & RACHEL L	007-13-18-004	HAMMONDS FERRY PHASE A1 LOT 9 BLOCK 4
MYERS TED A & CAROLYN S	007-13-18-005	HAMMONDS FERRY PHASE A1 LOT 10 BLOCK 4
COVER STEVEN D & GWENDOLYNN K	007-13-18-006	HAMMONDS FERRY PHASE A1 LOT 11 BLOCK 4
LAKE ANDREW N & LEENA	007-13-19-001	HAMMONDS FERRY PHASE A1 LOT 1 BLOCK 5
MACINNIS ROBIN	007-13-19-002	HAMMONDS FERRY PHASE A1 LOT 2 BLOCK 5
WILEY REBECCA	007-13-19-003	HAMMONDS FERRY PHASE A1 LOT 3 BLOCK 5
NORTH AUGUSTA RIVERFRONT COMPA	007-13-19-004	S OF GA FLA RR N OF SAVANNAH R
HEATH KENNETH D & DEBRA W	007-13-20-001	HAMMONDS FERRY PHASE A1 LOT 1 BLOCK 6
DAVID L BLAIR HOMES INC	007-13-20-002	HAMMONDS FERRY PHASE A1 LOT 2 BLOCK 6
JANIK ELAINE & JOHN	007-13-20-003	HAMMONDS FERRY PHASE A1 LOT 3 BLOCK 6
WALLER LISA T	007-13-20-004	HAMMONDS FERRY PHASE A1 LOT 4 BLOCK 6
THE GEORGE MADISON AND VIVIAN	007-13-20-005	HAMMONDS FERRY PHASE A1 LOT 5 BLOCK 6
BRYANT BARRY S & CHARLENE H	007-13-20-006	HAMMONDS FERRY PHASE A1 LOT 6 BLOCK 6
MCGEE HOME BUILDERS INC	007-13-20-007	HAMMONDS FERRY PHASE A1 LOT 7 BLOCK 6
STEINER JOHN E & DAWN M	007-13-21-001	HAMMONDS FERRY PHASE A1 LOT 1 BLOCK 7
BRACY ROBERT A & PATRICIA OLDS	007-13-21-002	HAMMONDS FERRY PHASE A1 LOT 2 BLOCK 7
HOLMES DEBORAH E	007-13-21-003	HAMMONDS FERRY PHASE A1 LOT 15 BLOCK 7
MAYERS CHARLES C	007-13-21-004	HAMMONDS FERRY PHASE A1 LOT 14 BLOCK 7
WASSERLEIN T R & KATHLEEN	007-13-21-005	HAMMONDS FERRY PHASE A1 LOT 13 BLOCK 7
JOHNSON RONALD D & ANNE C	007-13-21-006	HAMMONDS FERRY PHASE A1 LOT 12 BLOCK 7
BATTEN GEORGE E & KATHLEEN N	007-13-21-007	HAMMONDS FERRY PHASE A1 LOT 11 BLOCK 7
RUBEN PEGGIE	007-13-21-008	HAMMONDS FERRY PHASE A1 LOT 10 BLOCK 7
LEGER FRANCOIS	007-13-22-001	HAMMONDS FERRY PHASE A1 LOT 3 BLOCK 7
HILTZ WILLIAM S	007-13-22-002	HAMMONDS FERRY PHASE A1 LOT 4 BLOCK 7
LITTLE LEE H & KEVIN S	007-13-22-003	HAMMONDS FERRY PHASE A1 LOT 5 BLOCK 7
SHERIDAN ROBERT G	007-13-22-004	HAMMONDS FERRY PHASE A1 LOT 6 BLOCK 7
SANDERS DANIEL K	007-13-22-005	HAMMONDS FERRY PHASE A1 LOT 7 BLOCK 7
MAXWELL DONALD R & PATRICA G	007-13-22-006	HAMMONDS FERRY PHASE A1 LOT 8 BLOCK 7

SMITH JOHN C JR	007-13-22-007	HAMMONDS FERRY PHASE A1 LOT 9 BLOCK 7
SIVERHUS BRENDA JOYCE	007-13-23-001	HAMMONDS FERRY PHASE A1 LOT 14 BLOCK 8
FLOWERS ARTHUR P & KATRINA S	007-13-23-002	HAMMONDS FERRY PHASE A1 LOT 13 BLOCK 8
MARBURGER HENRY F & KATHLEEN B	007-13-23-003	HAMMONDS FERRY PHASE A1 LOT 12 BLOCK 8
PAGE BLOUNT LIVING TRUST	007-13-23-004	HAMMONDS FERRY PHASE A1 LOT 11 BLOCK 8
CRAWFORD CHRISTINE R	007-13-23-005	HAMMONDS FERRY PHASE A1 LOT 10 BLOCK 8
STAFFORD FRANK A	007-13-23-006	HAMMONDS FERRY PHASE A1 LOT 9 BLOCK 8
BUTLER KIMBERLY Y	007-13-23-007	HAMMONDS FERRY PHASE A1 LOT 8 BLOCK 8
NORTH AUGUSTA RIVERFRONT COMPA	007-13-23-008	HAMMONDS FERRY PHASE A2OPEN SPACE
KNOX CHARLES EDWARD II	007-13-23-011	HAMMONDS FERRY PHASE A2LOTS 6 & 7 BLOCK 8
GASSER JEFFREY T & THERESA E	007-13-24-001	HAMMONDS FERRY PHASE A1 LOT 1 BLOCK 8
SANDERS KIMBERLY E	007-13-24-002	HAMMONDS FERRY PHASE A2LOT 2 BLOCK 8
GETZINGER ANNA M	007-13-24-003	HAMMONDS FERRY PHASE A2LOT 3 BLOCK 8
MAXWELL VAUGHN L III (R13-137	007-13-24-004	HAMMONDS FERRY PHASE A2LOT 4 BLOCK 8
MURPHY STEPHEN & ELIZABETH	007-13-24-005	HAMMONDS FERRY PHASE A2LOT 5 BLOCK 8
JOHNSON LEE M & JOANNA C	007-13-25-001	HAMMONDS FERRY PHASE A1 LOT 8 BLOCK 9
HOLMES CHRISTINA & CURTIS	007-13-25-002	HAMMONDS FERRY PHASE A2LOT 4 BLOCK 9
NEWSOME KENNETH A	007-13-25-003	HAMMONDS FERRY PHASE A2LOT 5 BLOCK 9
BOWERS BENNETT & CATHERINE	007-13-25-004	HAMMONDS FERRY PHASE A2LOT 6 BLOCK 9
WILLIAMSON GARY B	007-13-25-005	HAMMONDS FERRY PHASE A2LOT 7 BLOCK 9
HODGES JULIA B & BILLY H	007-13-25-006	HAMMONDS FERRY PHASE A2LOT 9 BLOCK 9
MAGEE JACQUELYN Y	007-13-25-007	HAMMONDS FERRY PHASE A2LOT 10 BLOCK 9
HAMMETT TODD R	007-13-25-008	HAMMONDS FERRY PHASE A2LOT 1 BLOCK 9
STITT FRED T & KATHRYN P	007-13-26-001	HAMMOND'S FERRY LOT 6 BLOCK 10
CUNICO MICHAEL D & WENDY A	007-13-26-002	HAMMOND'S FERRY LOT 7 BLOCK 10
JOHNSON REBECCA ALICE & LOIS J	007-13-26-003	HAMMOND'S FERRY LOT 8 BLOCK 10
BROYLES JOSEPH W & PATRICIA M	007-13-26-004	HAMMOND'S FERRY LOT 9 BLOCK 10
RICE PATRICK J & SUSAN M	007-13-26-005	HAMMOND'S FERRY LOT 10 BLOCK 10
SCOTT JAMES WESLEY JR	007-13-26-006	HAMMOND'S FERRY LOT 11 BLOCK 10
WOOLLEN JIMMY E & STEPHANIE E	007-13-26-007	HAMMOND'S FERRY LOT 12 BLOCK 10
NORTH AUGUSTA RIVERFRONT COMPA	007-13-26-008	HAMMOND'S FERRY COMMON AREA BLOCK 10
POSEY WALKER	007-13-27-001	HAMMONDS FERRY PHASE A1 LOT 13 BLOCK 10
BUTLER MARY FAYE	007-13-27-002	HAMMONDS FERRY PHASE A1 LOT 14 BLOCK 10
OGLESBY JACOB & VICKI P	007-13-27-003	HAMMONDS FERRY PHASE A1 LOT 15 BLOCK 10
ALLEN JOHN WARREN & WILMA H	007-13-27-004	HAMMONDS FERRY PHASE A1 LOT 16 BLOCK 10
TUCKER GEORGE H & JUANITA B	007-13-27-005	HAMMONDS FERRY PHASE A1 LOT 17 BLOCK 10
HF PARTNERS LLC	007-13-27-006	HAMMONDS FERRY PHASE A1 LOT 18 BLOCK 10
SCHWEERS NATALIE D	007-13-27-007	HAMMONDS FERRY PHASE A1 LOT 19 BLOCK 10
FERRIS PAMELA	007-13-27-008	HAMMONDS FERRY PHASE A1LOT 20 BLOCK 10
PROPST PAMELA SIPE	007-13-27-009	HAMMONDS FERRY PHASE A1 LOT 21 BLOCK 10
MANUEL TOMMY W & PATRICIA B	007-13-27-010	HAMMONDS FERRY PHASE A1 LOT 22 BLOCK 10
VIERS ANGELA G	007-13-27-011	HAMMONDS FERRY PHASE A2LOT 23 BLOCK 10
USRY BRADLEY H & ELIZABETH B	007-13-27-012	HAMMONDS FERRY LOT 24-BBLOCK 10

LAW ILONA I	007-13-27-014	HAMMONDS FERRY LOT 1A BLOCK 10
LAYMAN BARRETT WAYNE JR	007-13-28-001	HAMMONDS FERRY PHASE A1 LOT 5 BLOCK 11
MCGHEE DAVID W & RUTHIE	007-13-28-002	HAMMONDS FERRY PHASE A1 LOT 4 BLOCK 11
J-MAR BUILDERS & SERVICES INC	007-13-28-003	HAMMONDS FERRY PHASE A2LOT 3 BLOCK 11
	007-13-28-004	
MARTIN ANTHONY E	007-13-29-001	HAMMONDS FERRY PHASE A1 LOT 6 BLOCK 11
LAYMAN BARRETT W & DEBORRAH H	007-13-29-002	HAMMONDS FERRY PHASE A1 LOT 7 BLOCK 11
PALMER ANNE R	007-13-29-003	HAMMONDS FERRY PHASE A1 LOT 8 BLOCK 11
SIMKINS NATHANIEL T	007-13-29-004	HAMMONDS FERRY PHASE A1 LOT 9 BLOCK 11
NORTH AUGUSTA RIVERFRONT COMPA	007-13-29-005	HAMMONDS FERRY PHASE A1 OPEN SPACE BLOCK 11
PELLETIER ALLEN L	007-13-30-001	HAMMONDS FERRY PHASE A1 LOT 1 & 2 BLOCK 11
L'HEUREUX DIANNE G	007-13-30-003	HAMMONDS FERRY PHASE A1 LOT 11 BLOCK 11
ROBERTS BENJAMIN CHETT	007-13-30-004	HAMMONDS FERRY PHASE A1 LOT 10 BLOCK 11
NORTH AUGUSTA RIVERFRONT COMPA	007-13-30-005	HAMMONDS FERRY OPEN SPACEPHASE A2
SCOGIN JAMES T & CAROL L	007-13-31-001	HAMMONDS FERRY PHASE A1 LOT 1 BLOCK 12
HERMAN RICHARD A & MARY W	007-13-31-002	HAMMONDS FERRY PHASE A1 LOT 2 BLOCK 12
WHITE ROBERT SR	007-13-31-003	HAMMONDS FERRY PHASE A1 LOT 3 BLOCK 12
NICHOLS GEORGE P	007-13-31-004	HAMMONDS FERRY PHASE A1 LOT 4 BLOCK 12
SMITH KENNETH B & SYLVIA B	007-13-31-005	HAMMONDS FERRY PHASE A1 LOT 5 BLOCK 12
NORTH AUGUSTA RIVERFRONT COMPA	007-13-31-006	HAMMONDS FERRY OPEN SPACE PHASE A2
RAY CHADBURN B	007-13-32-001	HAMMONDS FERRY PHASE A2LOT 6 BLOCK 15
KIMM GARY THOMAS JR	007-13-33-001	HAMMONDS FERRY PHASE A2LOT 7 BLOCK 15
WESTO DEVELOPMENT CO LLC	007-13-33-002	HAMMONDS FERRY PHASE A2LOT 8 BLOCK 15
PITTS MELODY V & MELODY V	007-13-34-001	HAMMONDS FERRY PHASE A2LOT 2 BLOCK 9
PITTS MELODY V	007-13-34-002	HAMMONDS FERRY PHASE A2LOT 3 BLOCK 9
	007-13-34-003	
WYNN JAMES J	007-13-35-001	HAMMONDS FERRY PHASE A2LOT 2 BLOCK 10
HUFF THOMAS E	007-13-35-003	HAMMONDS FERRY PHASE A2LOT 4 BLOCK 10
BEAM PATRICIA & JOHNNY M	007-13-35-004	HAMMONDS FERRY PHASE A2LOT 5 BLOCK 10
GARRICK STEPHEN C & DELLA S	007-13-36-001	HAMMONDS FERRY PHASE A2LOT 6 BLOCK 12
RIVERS CHRISTOPHER R & TONJA U	007-13-36-002	HAMMONDS FERRY PHASE A2LOT 7 BLOCK 12
WESTO DEVELOPMENT COMPANY LLC	007-13-36-003	
WESTO DEVELOPMENT COMPANY LLC	007-13-36-004	
WESTO DEVELOPMENT COMPANY LLC	007-13-36-005	
WESTO DEVELOPMENT COMPANY LLC	007-13-36-006	
PAUL EMILY E	007-13-37-001	HAMMONDS FERRY PHASE A2LOT 11 BLOCK 13
HILTZ WILLIAM S & AMELIA M	007-13-37-002	HAMMONDS FERRY PHASE A2LOT 12 BLOCK 13
WESTO DEVELOPMENT COMPANY LLC	007-13-37-003	
WESTO DEVELOPMENT COMPANY LLC	007-13-37-004	
WESTO DEVELOPMENT COMPANY LLC	007-13-37-005	
WESTO DEVELOPMENT COMPANY LLC	007-13-37-006	
RUBEN PEGGIE A	007-13-38-001	HAMMONDS FERRY PHASE A2LOT 10 BLOCK 13
BAKER STUART L	007-13-38-002	HAMMONDS FERRY PHASE A2LOT 9 BLOCK 13

WESTO DEVELOPMENT COMPANY LLC	007-13-38-003	
WESTO DEVELOPMENT COMPANY LLC	007-13-38-004	
WESTO DEVELOPMENT COMPANY LLC	007-13-38-005	
WESTO DEVELOPMENT COMPANY LLC	007-13-38-006	
WESTO DEVELOPMENT COMPANY LLC	007-13-38-007	
WESTO DEVELOPMENT COMPANY LLC	007-13-38-008	
POTEET THOMAS C JR & LASTARR G	007-13-39-001	HAMMONDS FERRY PHASE A2LOTS 8 & 9 BLOCK 14
J-MAR BUILDERS & SERVICES INC	007-13-40-002	HAMMOND'S FERRY PHASE A3LOT 16 BLOCK 2
WETHERINGTON BUILDERS INC	007-13-40-003	HAMMOND'S FERRY PHASE A3LOT 17 BLOCK 2
WESTO DEVELOPMENT CO LLC	007-13-40-004	HAMMOND'S FERRY PHASE A3LOT 18 BLOCK 2
WESTO DEVELOPMENT CO LLC	007-13-40-005	HAMMOND'S FERRY PHASE A3LOT 19 BLOCK 2
WESTO DEVELOPMENT CO LLC	007-13-40-006	HAMMOND'S FERRY PHASE A3LOT 20 BLOCK 2
VAUGHN J CARLETON JR	007-13-40-007	HAMMOND'S FERRY PHASE A3LOT 21 BLOCK 2
WESTO DEVELOPMENT CO LLC	007-13-40-008	HAMMOND'S FERRY PHASE A3LOT 22 BLOCK 2
PETIT ROBERT A & MARY M	007-13-40-009	HAMMOND'S FERRY PHASE A3LOT 23 BLOCK 2
WHITLOCK DIANA O	007-13-40-010	HAMMOND'S FERRY PHASE A3LOT 24 BLOCK 2
DAVIES KIMBERLY A	007-13-40-011	HAMMOND'S FERRY PHASE A3LOT 25 BLOCK 2
J-MAR BUILDERS & SERVICES INC	007-13-40-012	HAMMOND'S FERRY PHASE A3LOT 26 BLOCK 2
WESTO DEVELOPMENT COMPANY LLC	007-13-41-001	
NORRIS PHILLIP A	007-14-02-004	LT 8 BLK 14 TOWN OF N AUGUSTA
REDDY PROPERTIES LLC	007-14-02-005	LOT ON WEST AVE BLOCK 41
AIKEN-AUGUSTA HOLISTIC HEALTH	007-14-02-006	LOT ON WEST AVE BLOCK 41
SIGNATURE INVESTMENT PROPERTIE	007-14-02-007	WEST S OF WEST AVE BLK 41
DYE LOUISE M	007-14-02-008	E/PT LT 1 BLK 40
ESTRADA GERARDO & HOPE	007-14-02-009	NORTH S CLIFTON AVE BLK 41
ESTRADA GERARDO & HOPE	007-14-02-010	L N/S CLIFTON AVE BLK 41
WES PROPERTIES LLC M	007-14-02-015	NORTHWESTRN SID OF WEST AVENUE
MCGEE KELLY K	007-14-03-001	E SD WEST AVE PT LOT 8 BLK 42
JACKSON SQUARE LLC	007-14-03-002	JACKSON SQUARE
PENSCO TRUST COMPANY FBO BRETT	007-14-03-005	LOT ON GEORGIA AVE BLOCK42
PENSCO TRUST COMPANY FBO BRETT	007-14-03-006	L 4 BLK 42 E OF WEST AVE
OSPREY NA, LLC	007-14-03-008	CTR PT LT 1 BLK 42 N/S CLIFTON
THOMASON HARRY ALLEN	007-14-03-009	W PTN L 1 BK42 N/S CLIFTON AVE
PIERCE MILDRED SIKES	007-14-03-010	E PTN L14 BK 42 N/S CLIFTON AVE
GREENWAY ROD W & LINDA M	007-14-03-011	W PTN L14BK42 COR CLIFTON&WEST
BENSON HOUSE LLC	007-14-03-014	L 10 BLK 42 E/S WEST AVE
PENSCO TRUST COMPANY CUSTODIAN	007-14-03-015	E/S WEST AVE
FLETCHER RICHARD M & SUZANNE T	007-14-03-017	PT OF LOT 10 BLK 42 E/S WEST AVE
AIKEN COMMUNICATIONS INC	007-14-04-003	PT LTS 5 & 6 BLK 43
GIBSON BRENDA B	007-14-04-012	L 1 BLK 43 N/S CLIFTON
PATEL SUNIL P	007-14-04-013	PT L 2 BLK 43 E OF GA AVE
PATEL SUNIL P & VIDYA S	007-14-04-014	L 3 BLK 43 E OF GA AVE
WAFFLE HOUSE INC	007-14-04-016	L 4 BLK 43 E/S GA AVE

BRANNON BRETT	007-14-04-017	L 5 BLK 43 E/S GA AVE
HUCKS HOWARD C	007-14-10-001	W PT L 6&7 BK 46 COR WEST&CLIFTO
WEAVER & HALL INC	007-14-10-002	E PTN L 6&7 BK 46 S/S CLIFTON AV
COLE CK PORTIFOLIO VIII LLC	007-14-10-003	L 4&5 BK 46 S/C CLIFTON AVE
P3 RENTALS LLC	007-14-10-004	N/PT LT 3 BLK 46 GEORGIA AVENUE
WILLIAMS JOHNNY W & SARAH J	007-14-10-005	L 2 & PT OF 3 BK 46 N AUGSUB
NORTH AUGUSTA 2000 DEVELOPMENT	007-14-10-006	LT 1 & PT 2 & STRIP BLK 46
ANDERSON SAMUEL LEE JR, DANIEL	007-14-10-007	PT LTS 12 13 14 BLK 46 NAUG
MCNAIR TRUSTEE JANE JONES	007-14-10-008	L 14 & PT 13 N AUG SUB
BERRY NEIL MICHAEL & KATHY ANN	007-14-10-009	LT 12 & PT 13 N AUGUSTA SUB
WEAVER & HALL INC	007-14-10-010	L 9 BLK 46 E/S WEST AVE
WALKER ROBERT L JR	007-14-10-011	W/PT LT 8 BLK 46
WEAVER & HALL INC	007-14-10-012	L 8 BK 46 E/S WEST AVE
MOSLEY RICKY	007-14-11-001	LT A BLK 47 E/S MERIDIAN
LEVER JAIME DENNIS	007-14-11-002	CNTR PTN L14-16 BK47 S/SCLIFTON
HAYES ALVIN EDWARD	007-14-11-003	CNTR PTN L14-16BK 47 S/SCLIFTON
HOLLEY PROPERTIES LLC	007-14-11-004	PT LTS 14 15 16 17 18 BLK47
SPICKARD BRYON KEITH	007-14-11-005	E PTN L 13 BK 47 COR WEST&CLIFTO
LANCE GROUP AND ASSOCIATES LLC	007-14-11-006	L 12 BLK 47 W/S WEST AVE
WALKER ROBERT L JR	007-14-11-007	L 11 BLK 47 W/S WEST
ALLEN CHARLES C JR & TIA R	007-14-11-008	L 10 BLK 47 W/S WEST AVE
HIGGINS JOEL	007-14-11-010	PT LTS 5 & 6 BLK 47
MURDOCK JOHN CAREY	007-14-11-011	LT 9 BLK 47
WALKER JOSEPH M	007-14-11-012	LTS 7 & 8 BLK 47
RAMAGE JACK IRA SR	007-14-11-013	L 6 BLK 47 N/S BLUFF AVE
PRESCOTT PROPERTIES LLC	007-14-11-014	PT LTS 4 & 5 BLK 47
STEWART DANITA P	007-14-11-015	S/PT LT 4 BLK 47
KILLMEYER-BANKS VELINA	007-14-11-016	L 2 3 BLK 47 N/S BLUFF AVE
CRAWFORD CHARLES L	007-14-11-017	L 1 BLK 47 COR BLUFF&MERIDIAN
BOWDEN HERBERT G & RHONDA A	007-14-11-018	PT OF L18 BLK 47 E/S MERIDIAN
PARHAM NOVELLAINE	007-14-11-019	PT OF LTS 16 & 17 BLK 47
YOUNGBLOOD TRUSTEE KAREN A	007-14-11-020	W/PT LT 13 W OF WEST AVE
VERDERY-DEVANEY BRENDA	007-14-13-001	W/PT LTS 9 10 11 BLK 65
GRANT JACK EDWARD JR ETAL	007-14-13-002	S/SD BLUFF AVE
COLLINS DONALD & JOYCE	007-14-13-003	S/SD BLF AVE CTD SUB
HAMMOCK BRIAN A	007-14-13-004	PT LTS 6 7 8 BLK 65 BLUFFAVE
NORTH AUGUSTA 2000 DEVELOPMENT	007-14-13-005	CORNER WEST & BLUFF
NORTH AUGUSTA 2000 DEVELOPMENT	007-14-13-006	E/PT LTS 5 & 6 BLK 65
NORTH AUGUSTA 2000 DEVELOPMENT	007-14-13-007	SOUTH OF BLUFF AVENUE
BAUMGARDNER JANET L	007-14-13-008	W/SD OF WEST AVE
BROWN JAMES C	007-14-13-009	COR FLA RR MRDN AVE CTD SUB
CROSS ALLEN T	007-14-13-010	LOT ON MERIDIAN AVE
GREENSTONE NG LLC	007-14-14-001	COR W AVE BLF AVE CTD SUB

CITY OF NORTH AUGUSTA	007-14-14-008	TRACT A BLUFF AVENUE
CITY OF NORTH AUGUSTA	007-14-14-009	PARCEL B GEORGIA AVE
CITY OF NORTH AUGUSTA	007-14-14-010	LOT ON GEORGIA AVENUE
CITY OF NORTH AUGUSTA	007-14-14-011	GA AVE
CITY OF NORTH AUGUSTA	007-14-14-012	GEORGIA AVENUE
CITY OF NORTH AUGUSTA	007-14-14-018	TRACT B-8
GROVER CHAE	007-14-15-001	ON GEORGIA AVE
SAVAGE DANIEL LEE SR	007-14-17-001	L 2 B-53 N AUGUSTA
KRUSE EDWARD J JR & ROBERTA J	007-14-17-002	PONCE DE LEON LOT 1
SAVAGE DANIEL LEE SR	007-14-17-003	PT LT 4 & LT 5 BLK 53
HOWIE JIMMIE H	007-14-17-004	L 1B BK 54
HOWIE JIMMIE HOUSTON	007-14-17-005	N/PT LT 2 BLK 54
YOUNGBLOOD JULIE H	007-14-17-006	LT 3 BLK 54 N AUGUSTA S/D
YOUNGBLOOD JULIE H	007-14-17-007	LTS 4 & 5 BLK 54 N AUGUSTA S/D
VINSTON CONSTRUCTION COMPANY I	007-14-17-008	L 1A & 2 BLK 54 ASH STREET
MEYERS CHARLES E & LIESL I	007-14-17-010	PONCE DE LEON LOT 4
CARPENTER J WAYNE & PATRICIA C	007-14-17-011	PONCE DE LEON LOT 2
V & H PONCE DE LEON LLC	007-14-17-012	PONCE DE LEON LOT 3
THE CITY OF NORTH AUGUSTA	007-14-17-014	E OF RIVERSIDE BOULEVARD
	007-14-17-015	
	007-14-17-016	
	007-14-17-017	
	007-14-17-018	
HUGHES MARY FRANCES	007-15-01-045	FACES BUENA VISTA AVE
THE CITY OF NORTH AUGUSTA A MU	007-15-03-001	LTS 3-4-5 BLK 56 ST HWY 125
HILLIS CLAUDIA K ETAL	007-15-03-002	FACING BUENA VISTA AVE
MARTKO-AIKEN LLC	007-15-03-004	S/SD BUENA VISTA
MARTKO-AIKEN LLC	007-15-03-005	LT 6-G MEALING EST PLAT 2
HILLIS CLAUDIA K ETAL	007-15-03-006	N/S OF GA FLA RR L 5 B G
LOVETT ENTERPRISES INC	007-15-03-007	JOINS ELM ST
NEWTON ANN C	007-15-03-008	COR LOT ON ELM ST
MOBLEY MARY F	007-15-03-009	LTS 1-4 PONCE DE LEON AVE
CITY OF NORTH AUGUSTA	007-15-03-010	E/SD OF RIVERSIDE BLVD
CITY OF NORTH AUGUSTA	007-15-03-011	E/SD OF RIVERSIDE BLVD
MARTKO-AIKEN LLC	007-16-03-001	W OF HWY 230
METZ GORDON M & ROBERT RAND	007-16-03-002	LT 1 BLK L GREEN ACRES
ROSAS JUANA	007-16-03-003	LT 2 BLK L GREEN ACRES
HERNANDEZ PEDRO R & MARIA D	007-16-03-004	LT 3 BLK L GREEN ACRES S/D
CASTILLO JUAN HERNANDEZ	007-16-03-005	LT 4 BLK L GREEN ACRES
GARCIA EUGENIO	007-16-03-006	LT 5 BLK L GREEN ACRES
GUERRA MARIA	007-16-03-007	LT 6 BLK L GREEN ACRES
AGUILAR ALBERTO B	007-16-03-008	LT 7 BLK L GREEN ACRES
NEGRON-MARRERO MANUEL	007-16-03-009	LT 8 BLK L GREEN ACRES

GARCIA EUGENIO	007-16-03-010	LT 9 BLK L GREEN ACRES
FIGUEROA CRUZ JAVIER & WINDY	007-16-03-011	LT 10 BK L GREEN ACRES
BATISTA CELESTE J & ALBERTO	007-16-03-012	LT 11-L GREEN ACRES
FIGUEROA ISABEL	007-16-03-013	LT 12 BLK L GREEN ACRES
FIGUEROA CRUZ JAVIER & WINDY	007-16-03-014	LT 13 BLK L GREEN ACRES
THE CITY OF NORTH AUGUSTA A MU	007-16-03-015	LT 14 BLK L GREEN ACRES
CARDENAS LUCIANO & GUILLERMINA	007-16-03-016	LT 15 BLK L GREEN ACRES
RUIZ MARIA	007-16-03-017	LT 16-L GREEN ACRES
PENA OCTAVIO & MARIBEL	007-16-03-018	LT 17 BLK L GREEN ACRES
RODRIQUEZ PETRA	007-16-03-019	LT 18 BLK L GREEN ACRES
MORERA CARMEN	007-16-03-020	LT 19 BLK L GREEN ACRES
HARLEY KATASHA M	007-16-03-021	LT 20 BLK L GREEN ACRES
FIGUEROA ISABEL	007-16-03-022	LT 21 BLK L GREEN ACRES
BLOCKER FENTON DARRELL	007-16-03-023	PT LOT 18 & ALL 19 BRECKENRIDGE
REYES SERVANDO & JORGE	007-16-04-001	LT 1 BLK M GREEN ACRES ADDITION
BRIGHAM LIMITED PARTNERSHIP	007-16-04-002	LOT ON U S # 25
BRIGHAM LIMITED PARTNERSHIP	007-16-04-003	LT 2 BK A BRECKENRIDGE HGTS
SALTO PEDRO	007-16-04-004	LOT 3 BLK M GREEN ACRES
HOLLEY TRUSTEE GARY WAYNE	007-16-04-005	LOT 3 BLK A BRECKENRIDGEHG
HERNANDEZ JUAN	007-16-04-006	LOT 4 BLK M GREEN ACRES
EL VIRA DANIEL	007-16-04-007	LOT 5 BLK M GREEN ACRES
FOUST PAUL MICHAEL	007-16-04-008	LT 4 BLK A BRECKENRIDGE HEIGHTS
PARCHEM BERNARD	007-16-04-009	LOT 5 BLK A BRECKENRIDGEHGTS
WIGGINS TRAVIS & DAWN MARIE	007-16-04-010	LOT 6 BLK A BRECKENRIDGEHG
GOFORTH THOMAS M	007-16-04-011	LOT 1 BLK A BRECKENRIDGEHG
SANCHEZ ALBERTO S	007-16-04-012	LOT 2 BLK A BRECKENRIDGEHG
FLORES NORMA A	007-16-04-013	L 3 BLK A BRECKENRIDGE HGTS
RAMIREZ BENITO	007-16-04-014	LT 7 BLK M GREEN ACRES ADDITION
PATEL KIRIT L & SUMITRA K	007-16-04-015	LT 4 & PT 5 BLK A BRECKENRIDGE
MCCALL MASON G & TRACY W	007-16-04-016	LOT 5 BLK A BRECKENRIDGEHGTS
TRULL PRISCILLA T	007-16-04-017	LT 6 BLK A BRECKENRIDGE HGTS
RAMSEY JOHN	007-16-04-018	LT 7 BLK A BRECKENRIDGE HGTS
ALEXANDER WILLIAM S	007-16-04-019	LT 8 BLK A BRECKENRIDGE HGTS
WOODHAMS ANGELA	007-16-04-023	LT 15 BLK M GREEN ACRES ADDITION
DIAZ PROPERTIES LLC	007-16-04-026	LOT 6 BLK M GREEN ACRES
	007-16-04-027	LT 9 BLK M GREEN ACRES ADDITION
	007-16-04-028	LT 10 BLK M GREEN ACRES ADDITION
	007-16-04-029	LT 11 BLK M GREEN ACRES ADDITION
METZ STREET LLC	007-16-04-030	LT 12 BLK M GREEN ACRES ADDITION
	007-16-04-031	LT 13 BLK M GREEN ACRES ADDITION
WOODHAMS ANGELA	007-16-04-032	LT 14 BLK M GREEN ACRES ADDITION
	007-16-04-033	LT 16 BLK M GREEN ACRES ADDITION
	007-16-04-034	LT 17 BLK M GREEN ACRES ADDITION

	007-16-04-035	LT 18 BLK M GREEN ACRES ADDITION
	007-16-04-036	LT 19 BLK M GREEN ACRES ADDITION
WILLIAMS KAREN V	007-16-04-037	LT 20 BLK M GREEN ACRES ADDITION
WILLIAMS KAREN V	007-16-04-038	LT 21 BLK M GREEN ACRES ADDITION
WILLIAMS KAREN V	007-16-04-039	LT 22 BLK M GREEN ACRES ADDITION
	007-16-04-040	LT 8 BLK M GREEN ACRES ADDITION
HERNANDEZ PEDRO & MARIA	007-16-04-041	LT 2 BLK M GREEN ACRES ADDITION
HARRIS DAISY P	007-16-20-020	N/E PT LT 9-A BRECKENRIDGE HGTS
MCGAHEE PHILLIP W	007-16-20-021	PT LT 9 & 10-A ATOMIC RD
WALKER JIMMY JUNIOR	007-16-20-022	LT 11 & PT 10-A BRECKENRIDGE
KIM SOON HAE	007-16-20-025	LTS 15-A & 16-A BRECKENRIDGE
CITY OF NORTH AUGUSTA	007-17-01-001	TRACT P3 LT S GA RR W HWY#25 NS SAV RIV
NORTH AUGUSTA RIVERFRONT COMPA	007-17-02-001	LT S GA RR W HWY #25NS SAV RIV
PATE MARY R & TIMOTHY E	007-18-02-001	LT 1 THE RIVER CLUB PHASE I
POSEY STEPHEN D & NANCY L	007-18-02-002	LT 2 THE RIVER CLUB PHASE I
CHUDGAR BIPIN	007-18-02-003	LT 3 THE RIVER CLUB PHASE I
LYON MATTHEW L & MICHELLE	007-18-02-004	LT 4 THE RIVER CLUB PHASE I
GILLER CO-TRUSTEE COLE A	007-18-02-005	LT 5 THE RIVER CLUB PHASE I
BROADNAX GARY B & JANET L	007-18-02-006	LT 6 THE RIVER CLUB PHASE I
ABERCROMBIE TRUSTEE GEORGE B	007-18-02-007	LT 7 THE RIVER CLUB PHASE I
POPE JAMES M & ELIZABETH W	007-18-02-008	LT 8 THE RIVER CLUB PHASE I
HOWIE PHIL D & CHERYL P	007-18-02-009	LT 9 THE RIVER CLUB PHASE I
ELLIS BAYNARD D & VIRGINIA E	007-18-02-010	LT 10 THE RIVER CLUB PHASE I
SCHOELLKOPF ERIC S & CHARMAINE	007-18-02-011	LT 11 THE RIVER CLUB PHASE I
TERRY CAMERON L & CAROL H	007-18-02-012	LT 12 THE RIVER CLUB PHASE I
OF THE REVOCABLE TRUST UNDER D	007-18-02-013	LT 13 THE RIVER CLUB PHASE I
THE LANDING AT RIVER CLUB LLC	007-18-02-020	THE LANDING AT RIVER CLUBCOMMON AREA TRACT C
CITY OF NORTH AUGUSTA	007-18-02-021	THE LANDING AT RIVER CLUBTRACT B
SAVANNAH CONSTRUCTION SERVICES	007-18-02-022	THE LANDING AT RIVER CLUBTRACT A
GURU PROPERTIES LLC	007-18-02-023	THE LANDING AT RIVER CLUBSITE 1 UNIT I-252 TRACT
SHAH SAGAR R & KINNARI S	007-18-02-024	THE LANDING AT RIVER CLUBSITE 1 UNIT I-254 TRACT
MILL WILLIAM R	007-18-02-025	THE LANDING AT RIVER CLUBSITE 1 UNIT I-256 TRACT
LAROIA RAHUL	007-18-02-026	THE LANDING AT RIVER CLUBSITE 2 UNIT J-266 TRAC
RABUN LESLIE CREG	007-18-02-027	THE LANDING AT RIVER CLUBSITE 2 UNIT J-268 TRAC
ANDERS KENYA H	007-18-02-028	THE LANDING AT RIVER CLUBSITE 2 UNIT J-270 TRAC
BONIEWICZ EDMUND I	007-18-02-029	THE LANDING AT RIVER CLUBSITE 6 UNIT K-310 TRA
HARGETT ARCHIE J JR	007-18-02-030	THE LANDING AT RIVER CLUBSITE 6 UNIT K-312 TRA
CORDING TODD A	007-18-02-031	THE LANDING AT RIVER CLUBSITE 6 UNIT K-314 TRA
FREEBERN RONALD S	007-18-02-032	THE LANDING AT RIVER CLUBSITE 7 UNIT M-328 TRA
THE NANCY B AND LLOYD A PORTNO	007-18-02-033	THE LANDING AT RIVER CLUBSITE 11 UNIT N-334 TR
GOLDMAN GEORGE R JR	007-18-02-034	THE LANDING AT RIVER CLUBSITE 11 UNIT N-336 TRA
HEARD TIMOTHY & GAIL	007-18-02-035	THE LANDING AT RIVER CLUBSITE 11 UNIT N-338 TR
FREEBERN RONALD S	007-18-02-036	THE LANDING AT RIVER CLUBSITE 7 UNIT M-328 TRA

FREEBERN RONALD S	007-18-02-037	THE LANDING AT RIVER CLUBSITE 7 UNIT M-328 TRA
FREEBERN RONALD S	007-18-02-038	THE LANDING AT RIVER CLUBSITE 7 UNIT M-328 TRA
THE LANDING AT RIVER CLUB COND	007-18-03-001	THE LANDING AT RIVER CLUBTRACT D
WANG MEI LING & CHEE KUNG	007-18-03-002	THE LANDING AT RIVER CLUBUNIT A TRACT D
YU TRUSTEE ROBERT K ETAL	007-18-03-003	THE LANDING AT RIVER CLUBUNIT A-111 TRACT D
SATCHER WALTON L	007-18-03-004	THE LANDING AT RIVER CLUBUNIT C-119 TRACT D
PADGELEK FRED A & MARY G	007-18-03-005	THE LANDING AT RIVER CLUBUNIT C-125 TRACT D
PAMKIM LLC	007-18-03-006	THE LANDING AT RIVER CLUBSITE 3 UNIT F-221 TRACT
ARTHUR ANSERMO	007-18-03-007	THE LANDING AT RIVER CLUBSITE 3 UNIT F-223 TRACT
PAMKIM LLC	007-18-03-008	THE LANDING AT RIVER CLUBSITE 3 UNIT F-225
ELLIS VIRGINIA E	007-18-03-009	THE LANDING AT RIVER CLUBSITE4 UNIT G-231 TRACT
TSRP OF EDGEFIELD LLC	007-18-03-010	THE LANDING AT RIVER CLUBSITE4 UNIT G-233 TRACT
TSRP OF EDGEFIELD LLC	007-18-03-011	THE LANDING AT RIVER CLUBSITE 4 UNIT G-235 TRAC
GROVE CARLEE T	007-18-03-012	THE LANDING AT RIVER CLUBSITE 5 UNIT H-241 TRACT
HUNTER ROBERT M & BILLIE G	007-18-03-013	THE LANDING AT RIVER CLUBSITE 5UNIT H-243 TRACT
JONES RONALD H JR & CECILIA B	007-18-03-014	THE LANDING AT RIVER CLUBSITE 5 UNIT H-245 TRACT
TOPPS ANDREW L	007-18-03-015	THE LANDING AT RIVER CLUBSITE 8 UNIT L-321 TRACT
WINTERS ERIC W	007-18-03-016	THE LANDING AT RIVER CLUBSITE 8 UNIT L-323 TRACT
CASELLA LINDSEY	007-18-03-017	THE LANDING AT RIVER CLUBSITE 8 UNIT L-325 TRACT
PAMKIM LLC	007-18-03-018	THE LANDING AT RIVER CLUBSITE 9 UNIT O-337 TRACT
PAMKIM LLC	007-18-03-019	THE LANDING AT RIVER CLUBSITE 9 UNIT O-339 TRACT
PAMKIM LLC	007-18-03-020	THE LANDING AT RIVER CLUBSITE 9 UNIT O-341 TRACT
BRAUER DONALD E & ROSE MARIE	007-18-03-021	THE LANDING AT RIVER CLUBSITE 10 UNIT P-347 TRAC
DOWDY JANICE P	007-18-03-022	THE LANDING AT RIVER CLUBSITE 10 UNIT P-349 TRAC
WALLACE BART A & CHERE T	007-18-03-023	THE LANDING AT RIVER CLUBSITE 10 UNIT P-351 TRAC
SEAMAN TRUSTEES MICHAEL TRIMBY	007-18-03-024	THE LANDING AT RIVER CLUBSITE 12 UNIT Q-416 TRAC
BOLES LANDY	007-18-03-025	THE LANDING AT RIVER CLUBSITE 13 UNIT R-422 TRAC
PAMKIM LLC	007-18-03-026	THE LANDING AT RIVER CLUBSITE 13 UNIT R-424 TRAC
PAMKIM LLC	007-18-03-027	THE LANDING AT RIVER CLUBSITE 13 UNIT R-426 TRAC
GOWDA SRIDHAR	007-18-03-028	THE LANDING AT RIVER CLUBSITE 14 UNIT S-432 TRAC
SEAMAN TRUSTEES MICHAEL TRIMBY	007-18-03-029	THE LANDING AT RIVER CLUBSITE 12 UNIT Q-416 TRAC
SEAMAN TRUSTEES MICHAEL TRIMBY	007-18-03-030	THE LANDING AT RIVER CLUBSITE 12 UNIT Q-416 TRAC
SEAMAN TRUSTEES MICHAEL TRIMBY	007-18-03-031	THE LANDING AT RIVER CLUBSITE 12 UNIT Q-416 TRAC
GOWDA SRIDHAR	007-18-03-032	THE LANDING AT RIVER CLUBSITE 14 UNIT S-432 TRAC
GOWDA SRIDHAR	007-18-03-033	THE LANDING AT RIVER CLUBSITE 14 UNIT S-432 TRAC
GOWDA SRIDHAR	007-18-03-034	THE LANDING AT RIVER CLUBSITE 14 UNIT S-432 TRAC
THE LANDING AT RIVER CLUB LLC	007-18-04-001	THE LANDING AT RIVER CLUBTRACT E
TEMPRO MARLON	007-18-04-002	THE LANDING AT RIVER CLUBUNIT B-106 TRACT E
LEGER FRANCOIS	007-18-04-003	THE LANDING AT RIVER CLUBUNIT B-112 TRACT E
LARKIN JOHN MATTHEW	007-18-04-004	THE LANDING AT RIVER CLUBUNIT B-118 TRACT E
LEGER FRANCOIS	007-18-04-005	THE LANDING AT RIVER CLUBUNIT D-128 TRACT E
STINSON SHANNON M	007-18-04-006	THE LANDING AT RIVER CLUBUNIT D-134 TRACT E
STEINER DAWN M & JOHN E	007-18-04-007	THE LANDING AT RIVER CLUBUNIT E-144 TRACT E

LEGER FRANCOIS	007-18-04-008	THE LANDING AT RIVER CLUBUNIT E-150 TRACT E
LARSEN DAVID D & APRIL O	007-18-04-009	THE LANDING AT RIVER CLUBUNIT E-156 TRACT E
CITY OF NORTH AUGUSTA	007-18-05-001	LT S GA RR W HWY #25 NS SAV RIV
WHITLOCK DIANA O	007-19-01-002	LT 85 THE RIVER CLUB PHASE I
PATEL PARIMAL S & VIJAYA P	007-19-01-003	LT 84 THE RIVER CLUB PHASE I
BRANUM JAMES D & BILLIE L	007-19-01-004	LT 83 THE RIVER CLUB PHASE I
WETHERINGTON T LEE JR	007-19-01-005	LT 82 THE RIVER CLUB PHASE I
BARROW O HUGH	007-19-01-006	LT 81 THE RIVER CLUB PHASE I
PLETCHER TIMOTHY & NORINE	007-19-01-007	LT 80 THE RIVER CLUB PHASE I
BRISSON RICHARD J III	007-19-01-008	LT 79 THE RIVER CLUB PHASE I
HENSEL EDWARD J & PATRICIA A	007-19-01-009	LT 78 THE RIVER CLUB PHASE I
SLACK DALE G & BARBARA E	007-19-01-010	LT 77 THE RIVER CLUB PHASE I
NGUYEN DIANNA & DAVIS	007-19-01-012	LT 76 THE RIVER CLUB PH II
THRUSH SUSAN A	007-19-01-013	LT 75 THE RIVER CLUB PH II
ALLEN CHARLES C SR & CAROLYN M	007-19-01-014	LT 74 THE RIVER CLUB PH II
JONES MARION LEE III & MARY P	007-19-01-015	THE RIVER CLUB PHASE 2 LOT 73
KNIGHT PATRICIA A	007-19-01-016	LT 72 THE RIVER CLUB PH II
LOONEY VANESSA K	007-19-01-017	LT 71 THE RIVER CLUB PH II
JOHNSON JEROMY A & CANDACE D	007-19-01-018	LT 70 THE RIVER CLUB PH II
GORDON ROBERT L	007-19-01-019	LT 69 THE RIVER CLUB PH II-A
BARNES SHERRY T	007-19-01-020	LT 68 THE RIVER CLUB PH II-A
LYON WILLIAM	007-19-01-021	LT 67 THE RIVER CLUB PH II
PADUNGSIRISETH SURADEJ	007-19-01-022	LT 66 THE RIVER CLUB PH II-A
DAVIS HAROLD M & GIGI S	007-19-01-023	LTS 64 & 65 THE RIVER CLUB PH II
GREENSPAN TRUSTEE BENNETT S	007-19-01-025	LT 63 THE RIVER CLUB PH II
GODFREY JASON T	007-19-01-026	LT 62 THE RIVER CLUB PH II
BAYGENTS TRUSTEE GERALD E	007-19-01-027	LT 61 THE RIVER CLUB PH II
SHEKHAWAT VIPUL SINGH	007-19-01-028	LT 60 THE RIVER CLUB PH II-A
TRIMMIER TALLULAH K	007-19-01-029	LT 59 THE RIVER CLUB PH II-A
FISHER THOMAS W & MARGARET M	007-19-01-030	LT 58 THE RIVER CLUB PH II
HOANG DAVE & MY DO	007-19-01-031	LT 57 THE RIVER CLUB PH II
CIAMILLO LOUIS JR & PAMELA L	007-19-01-032	LT 56 THE RIVER CLUB PH II
MOBLEY MARY FRANCES	007-19-01-033	LT 55 THE RIVER CLUB PH II
MELTON MATTHEW H & TINA K	007-19-01-034	LT 54 THE RIVER CLUB PH II
ROMANER MICHAEL R	007-19-01-035	LT 53 THE RIVER CLUB PH II
NAOMI CHRISTINA	007-19-01-036	LT 52 THE RIVER CLUB PH II-A
BRIGHAM SUSAN D	007-19-01-037	LT 51 THE RIVER CLUB PH II-A
SMITH DANIEL M & CHERYL S	007-19-01-038	LT 50 THE RIVER CLUB PH II-A
GUDITH SCOTT O	007-19-01-039	LT 49 THE RIVER CLUB PH II-A
MARTIN EDWARD W JR	007-19-01-040	LT 48 THE RIVER CLUB PH II-A
BRAGG PAULA R	007-19-01-041	LT 47 THE RIVER CLUB PH II-A
RUGH THOMAS F & KAY C	007-19-01-042	LT 46 THE RIVER CLUB PH II-A
COVINGTON LEMUEL L III TRUSTEE	007-19-01-043	LT 45 THE RIVER CLUB PH II-A

ODEN JAMES H SR & WYNEE M	007-19-03-001	LT 14 THE RIVER CLUB PHASE I
GODWIN CHESTER L JR	007-19-03-002	LT 15 THE RIVER CLUB PHASE I
ROSEMA JAMES R & ASHLEY M	007-19-03-003	LT 16 THE RIVER CLUB PHASE I
JORDAN ANDREW J & SUSAN H	007-19-03-004	LT 17 THE RIVER CLUB PHASE I
FARR TRUSTEE DONNA M	007-19-03-005	LT 18 THE RIVER CLUB PHASE I
DAVIS ANGELA K	007-19-03-006	LT 19 THE RIVER CLUB PHASE I
LONG EARNEST M JR	007-19-03-007	LT 20 THE RIVER CLUB PHASE I
DONOHUE STEPHEN P & PATRICIA B	007-19-03-008	LT 21 THE RIVER CLUB PHASE I
BRYANT BARRY S & CHARLENE H	007-19-03-009	LT 22 THE RIVER CLUB PHASE I
ODI OBINNA O	007-19-03-010	LT 23 THE RIVER CLUB PH II
ILARDI FREDERIC A	007-19-03-011	LT 24 THE RIVER CLUB PH II
ALLEN CHARLES C JR	007-19-03-012	LT 25 THE RIVER CLUB PH II
SIMONS PEGGY E	007-19-03-013	LT 26 THE RIVER CLUB PH II
ABDULLA ABDULLA M & SUE A	007-19-03-014	LT 27 THE RIVER CLUB PH II
JOSEPH ALLAN & KLARA	007-19-03-015	LT 28 THE RIVER CLUB PH II
HATCH ROBERT L & TERESA E	007-19-03-016	LT 29 THE RIVER CLUB PH II
SMITH JAMES T & KIMBERLY M	007-19-03-017	LT 30 THE RIVER CLUB PH II
NEZARATIZADEH MAHMOUD & ANN C	007-19-03-018	LT 31 THE RIVER CLUB PH II
HARRISON KEVIN E & LYNDA H	007-19-03-019	LT 32 THE RIVER CLUB PH II
SMITH DANIEL J & LAUREN C	007-19-03-020	LT 33 THE RIVER CLUB PH II
SANTOS LARA	007-19-03-021	LT 34 THE RIVER CLUB PH II
CAMPBELL TIMOTHY R SR	007-19-03-022	LT 35 THE RIVER CLUB PH II
THOMPSON PAMELA J & GLEN F	007-19-03-023	LT 36 THE RIVER CLUB PH II
RYANS JANICE J	007-19-03-024	LT 37 THE RIVER CLUB PH II
KONG FENG-MING	007-19-03-025	LT 38 THE RIVER CLUB PH II
ADAMS ARTHUR S & JENNIFER R	007-19-03-026	LT 39 THE RIVER CLUB PH II
MCGAHEE CHARLES W SR TRUSTEE	007-19-03-027	LT 40 THE RIVER CLUB PH II
THE CITY OF NORTH AUGUSTA	007-19-03-028	
THE RIVER CLUB HOMEOWNER'S ASS	007-19-03-029	THE RIVER CLUB PHASE 2 LOT L-2
RIVER GOLF INC	007-19-04-001	PT OF TRACT A
NOLTING LISA L	007-20-02-001	LT 43 THE RIVER CLUB PH II-A
RIVER GOLF INC	007-20-02-002	LT 42 THE RIVER CLUB PH II-A
SINGER FREDERICK L	007-20-02-044	LT 44 THE RIVER CLUB PH II-A
JONES AUTUMN STACY	007-20-04-001	E/SD CENTER STREET
THE KAILASH B AND PREM L SHARM	007-20-04-009	CENTRE-MARKET & COOK STREETS
MCGEE KELLY K	007-20-04-010	LT 41 THE RIVER CLUB PH II
RIVER GOLF INC	007-20-04-011	TRACT B

EXHIBIT D

Description of the Real Property

Parcel	Present Owner
007-17-02-001	Greenstone Hammond's Ferry, LLC*
007-18-05-001	City of North Augusta
007-13-01-007	City of North Augusta
007-17-01-001	City of North Augusta
007-13-10-002	City of North Augusta

* A portion of this parcel shall be deeded to the City prior to the execution and delivery of the Financing Documents.

EXHIBIT E

Description of the Project

The proceeds of the Bonds and other available funds are expected to be applied to defray the costs of the components of the Project as follows:

<u>Component of Project</u>	<u>Cost</u>
Baseball Stadium	\$ 40,300,000
Parking	19,296,541
Conference Center	8,000,000
Infrastructure	3,500,000
Park	1,000,000
Total	\$ 72,096,541

Note: All construction amounts are estimated.

The portions of the above Project components to be financed through the issuance of the TIF Obligations and the payment by the City of periodic debt service thereon to the Corporation, which payments shall be applied as described in the Purchase and Use Agreement, are as follows:

<u>Component of Project</u>	<u>Portion Payable from TIF Obligations</u>
Baseball Stadium	\$ 25,000,000
Parking	11,000,000
Conference Center	7,000,000
Total	\$ 43,000,000¹

¹ Pursuant to the IGA's with the School District and the County, the City reserves the right to reallocate costs from individual components payable from the TIF Obligation to other components within the \$43 million aggregate estimate.

EXHIBIT F

Form of TIF Obligation

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
TAX INCREMENT REVENUE OBLIGATION,
SERIES 20__, OF THE CITY OF NORTH AUGUSTA,
ISSUED PURSUANT TO TITLE 31, CHAPTER 6,
OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED

THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA (the “City”) hereby acknowledges itself indebted, and, for value received, promises to pay to _____ (the “Holder”) the principal sum of \$ _____ in the manner and upon the terms set forth herein. This 20__ Tax Increment Revenue Obligation (this “Obligation”) shall bear interest from _____ [at the interest rate of ____% per annum (calculated on the basis of a 360-day year with twelve thirty-day months)] and shall be payable as to principal and interest in accordance with the schedule attached hereto as Exhibit A. Both the principal of and interest on this Obligation are payable in any coin or currency of the United States of America, which is, at the time of payment, legal tender for the payment of public and private debts.

THIS OBLIGATION constitutes an issue pursuant to the authorization of the Tax Increment Financing Act codified as Title 31, Chapter 6 of the Code of Laws of South Carolina 1976, as amended (the “Act”), and an ordinance duly enacted by the City Council of the City of North Augusta on _____, 20__ (the “Bond Ordinance”). For the payment of this Obligation, both principal and interest, there are pledged the incremental tax revenues generated from the Redevelopment Project Area (as such term is defined in the Obligation Ordinance), including any additional parcels that may be included within the Redevelopment Project Area subsequent to the date hereof.

The [entire/[describe specific portion thereof]] special tax allocation fund is pledged to the payment of the Obligation as authorized in the Bond Ordinance. The City may issue additional obligations pursuant to the Act secured by the entire special tax allocation fund on a parity in all respects with this Obligation. The full faith, credit, and taxing power of the City are not pledged to the payment of this Obligation.

This Obligation is subject to redemption at the option of the City, in whole or in part, at any time at par plus accrued interest to the date of redemption.

All payments by way of principal and interest shall be paid by check or draft mailed at the times provided herein from the City to the person in whose name this Obligation is registered at the address shown on the registry books of the City, or by interfund transfer by the City; provided, however, that the final payment of principal and interest shall be made upon surrender of this Obligation to the City.

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Ordinance. A certified copy of the Bond Ordinance is on file in the office of the City Clerk.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of South Carolina to exist, to happen, or to be performed precedent to or in the issuance of this Obligation, do exist, have happened, and have been performed in regular and due time, form and manner.

IN WITNESS WHEREOF, THE CITY OF NORTH AUGUSTA, pursuant to the authorization of the Act and the Bond Ordinance, has caused these presents to be signed in its name by its Mayor and attested by the City Clerk and its corporate seal to be impressed hereon, and this Obligation to be dated as of the ___ day of _____, 20__.

(SEAL)

CITY OF NORTH AUGUSTA,
SOUTH CAROLINA

Mayor

ATTEST:

City Clerk

Exhibit A