

**NOTICE OF SPECIAL MEETING
OF THE DIRECTORS OF
NORTH AUGUSTA PUBLIC FACILITIES CORPORATION**

September 5, 2017 – 5:00 p.m.

Municipal Building
100 Georgia Avenue
North Augusta, South Carolina 29841

Notice is hereby given that the Board of Directors (the “**Board**”) of the North Augusta Public Facilities Corporation (the “**Corporation**”) will hold a special meeting on September 5, 2017 at 5:00 p.m. in the offices of the City of North Augusta, South Carolina (the “**City**”) located at 100 Georgia Avenue, North Augusta, South Carolina 29841. The purposes of the meeting will be to consider a resolution of the Corporation providing approval for the entering into and execution of an Amendment to Base Lease Agreement and Installment Purchase and Use Agreement, by and between the City and the Corporation.

**AGENDA FOR SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF
NORTH AUGUSTA PUBLIC FACILITIES CORPORATION**

September 5, 2017 – 5:00 p.m.

Municipal Building
100 Georgia Avenue
North Augusta, South Carolina 29841

- I. Call to Order
- II. Acknowledge Compliance with FOIA
- III. Consideration of a Resolution of the Corporation to provide for the entering into and execution of an Amendment to Base Lease Agreement and Installment Purchase and Use Agreement, as follows:

A RESOLUTION TO AUTHORIZE THE NORTH AUGUSTA PUBLIC FACILITIES CORPORATION TO ENTER INTO AN AMENDMENT TO BASE LEASE AGREEMENT AND INSTALLMENT PURCHASE AND USE AGREEMENT; AND TO TAKE SUCH ACTIONS AS NECESSARY IN FURTHERANCE OF THE SUBDIVISION OF THE CLUBHOUSE

- IV. Other Business
- V. Adjournment

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
NORTH AUGUSTA PUBLIC FACILITIES CORPORATION**

**A RESOLUTION TO AUTHORIZE THE NORTH AUGUSTA PUBLIC
FACILITIES CORPORATION TO ENTER INTO AN AMENDMENT TO
BASE LEASE AGREEMENT AND INSTALLMENT PURCHASE AND
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September 5, 2017

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WHEREAS, the North Augusta Public Facilities Corporation (the “Corporation”) and the City of North Augusta, South Carolina (the “City”) are participating in the development of the public-private development known as Project Jackson; and

WHEREAS, to finance certain public improvements contained within Project Jackson, the Corporation issued its \$69,450,000 original principal amount Installment Purchase Revenue Bonds (City of North Augusta Project), Taxable Series 2017B (the “Bonds”) on May 16, 2017; and

WHEREAS, the Bonds were issued under the provisions of a Trust Agreement dated May 16, 2017 (the “Trust Agreement”), by and between the Corporation and U.S. Bank National Association, as Trustee (the “Trustee”), and the City and the Corporation entered into an Installment Purchase and Use Agreement dated May 16, 2017 (the “Purchase and Use Agreement”) and a Base Lease Agreement dated May 16, 2017 (the “Base Lease”); and

WHEREAS, the Purchase and Use Agreement and Base Lease provide for the installment purchase by the City of certain improvements and the use of such improvements during the term of the Bonds; and

WHEREAS, the provisions of Section 5.3(c) of the Trust Agreement require that prior to the Trustee releasing certain proceeds of the Bonds to provide funds with which to design, construct, furnish, or equip the Clubhouse (as defined in the Trust Agreement), certain conditions have to be met, including (i) the Base Lease and the Purchase and Use Agreement shall have each been amended to include a legal description of the Clubhouse reflecting the legal subdivision of the Clubhouse from other facilities located on the site of the Clubhouse, such amendments shall have been recorded and copies of both showing the date of recording shall have been provided to the Trustee, (ii) the Trustee shall have received an ALTA Title Insurance policy, endorsement to an existing ALTA Title Insurance policy, or an opinion of counsel indicating that the Clubhouse is free and clear of any mortgage liens, and reflecting all matters of record impacting the use and ownership of the Clubhouse, which matters conform with the requirements of the Master Development Agreement (as defined in the Trust Agreement) and do not materially interfere with the development and use of the Clubhouse as contemplated thereby, as certified to the Trustee by the City Representative (as defined in the Trust Agreement), and (iii) the Trustee shall have received a legal opinion to the effect that the Clubhouse has been lawfully subdivided in accordance with the requirements of the Master Development Agreement (collectively, the “Conditions”); and

WHEREAS, in order to satisfy the Conditions, the Corporation now has before it a draft of an Amendment to Base Lease Agreement and Installment Purchase and Use Agreement between the City and the Corporation (the “Amendment”); and

WHEREAS, the Board of Directors of the Corporation finds that, it being in the furtherance of the public purposes of the Corporation, the entering into the Amendment and affecting the subdivision of the Clubhouse is a necessary and desirable step, contemplated by the documents entered into with respect to the issuance of the Bonds, in order to continue the development of Project Jackson.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of North Augusta Public Facilities Corporation, in meeting duly assembled and by the authority thereof, that:

1. The Corporation approves the Amendment presented before this meeting.
2. The President, the Treasurer and the Secretary of the Corporation (the "Corporation Authorized Representatives") are authorized to execute the Amendment on behalf of the Corporation.
3. The Corporation Authorized Representatives are authorized to execute such further documents, agreements, certificates or documentation that are in keeping with the purposes of the Amendment and which further the subdivision of the Clubhouse.

ADOPTED THIS THE 5TH DAY OF SEPTEMBER, 2017.

**NORTH AUGUSTA PUBLIC
FACILITIES CORPORATION**

(SEAL)

Secretary

**AMENDMENT TO BASE LEASE AGREEMENT
AND
INSTALLMENT PURCHASE AND USE AGREEMENT**

between

CITY OF NORTH AUGUSTA, SOUTH CAROLINA

and

NORTH AUGUSTA PUBLIC FACILITIES CORPORATION

Dated September __, 2017

**AMENDMENT TO BASE LEASE AGREEMENT AND
INSTALLMENT PURCHASE AND USE AGREEMENT**

This AMENDMENT TO BASE LEASE AGREEMENT AND INSTALLMENT PURCHASE AND USE AGREEMENT, dated September __, 2017 (this "*Amendment*") is 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*"), and the NORTH AUGUSTA PUBLIC FACILITIES CORPORATION, a nonprofit corporation duly organized under the laws of the State of South Carolina (the "*Corporation*").

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 of South Carolina; and

WHEREAS, the Corporation and the City agreed to a financing plan under the terms of an Installment Purchase and Use Agreement dated May 16, 2017 (the "*Purchase and Use Agreement*") between the City and the Corporation pursuant to which the Corporation undertook to acquire, improve, construct and equip the 2017 Project and to pay the Base Lease Rent to the City for the costs of the Ancillary Projects (as such terms are defined in the Purchase and Use Agreement); and

WHEREAS, the City and the Corporation entered into a Base Lease Agreement dated May 16, 2017 (the "*Base Lease*") pursuant to which the City conveyed the Existing Facilities (as defined in the Base Lease) to the Corporation and is leasing certain real property (the "*2017 Real Property*") to the Corporation; and

WHEREAS, the payments to be made under the Purchase and Use Agreement and the rights of the Corporation thereto (except certain reserved rights as provided therein) were assigned to U.S. Bank National Association, as Trustee (the "*Trustee*"), pursuant to the terms of a Trust Agreement dated May 16, 2017 (the "*Trust Agreement*") between the Corporation and the Trustee, in order to secure and provide a source of payment for the Corporation's \$69,450,000 Installment Purchase Revenue Bonds (City of North Augusta Project), Taxable Series 2017B (the "*Series 2017B Bonds*"), the proceeds of which are being used, in part, to acquire, improve, construct and equip the 2017 Project; and

WHEREAS, Exhibit A to both the Purchase and Use Agreement and the Base Lease includes a legal description of the 2017 Real Property; and

WHEREAS, pursuant to Section 5.3(c) of the Trust Agreement, no proceeds of the Series 2017B Bonds may be spent to design, construct, furnish or equip the clubhouse portion (the "*Clubhouse*") of the baseball stadium component of the 2017 Project until "the Base Lease and the Purchase and Use Agreement shall have each been amended to include a legal description of the Clubhouse reflecting the legal subdivision of the Clubhouse from other facilities located on the site of the Clubhouse"; and

WHEREAS, Section 10.6 of the Purchase and Use Agreement provides, in part:

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 ... in connection with Section 5.3(c) of the Trust Agreement.

WHEREAS, Section 6.4 of the Base Lease provides, in part:

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 ... in connection with Section 5.3(c) of the Trust Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements, 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 Purchase and Use Agreement or the Base Lease, as applicable, unless some other meaning is plainly intended.

SECTION 1.2. *Rules of Construction.* All references in the Base Lease to “this Base Lease” shall be deemed to refer to the Base Lease as supplemented and amended by this Amendment. All references in the Purchase and Use Agreement to “this Purchase and Use Agreement” shall be deemed to refer to the Purchase and Use Agreement as supplemented and amended by this Amendment. All references in the Base Lease and the Purchase and Use Agreement to “2017 Real Property” shall mean the real property described in Exhibit A thereto, as amended by Exhibit A attached hereto.

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.

**ARTICLE II
AMENDMENT OF THE BASE LEASE
AND PURCHASE AND USE AGREEMENT**

SECTION 2.1. *Amended Description of 2017 Real Property.* Exhibit A of the Base Lease and Exhibit A of the Purchase and Use Agreement, containing the legal description of the 2017 Real Property, are hereby amended to include a legal description of the Clubhouse reflecting the legal subdivision of the Clubhouse from other facilities located on the site of the Clubhouse. Exhibit A of the Base Lease and Exhibit A of the Purchase and Use Agreement are hereby replaced by Exhibit A attached hereto.

**ARTICLE III
MISCELLANEOUS**

SECTION 3.1. *Binding Effect.* This Amendment shall inure to the benefit of and shall be binding upon the City, the Corporation and their respective successors and assigns.

SECTION 3.2. *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 3.3. *Execution in Counterparts.* This Amendment 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 3.4. *Applicable Law.* This Amendment shall be governed by and construed in accordance with the laws of the State of South Carolina.

SECTION 3.5. *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 3.6. *Confirmation of Base Lease and Purchase and Use Agreement.* Except as expressly supplemented or amended by this Amendment, the Base Lease and the Purchase and Use Agreement are and shall remain unchanged and in full force and effect in accordance with their terms. Nothing in this Amendment is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any obligations evidenced thereby.

[Remainder of Page Left Blank]

ACKNOWLEDGEMENT OF TRUSTEE

U.S. Bank National Association, as Trustee, under the terms of the Trust Agreement, hereby acknowledges that, by the execution of this acknowledgement below, it has received the notice required by Section 10.6 of the Purchase and Use Agreement of the entering into by the Corporation and the City of the foregoing Amendment.

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Name: _____
Title: _____

EXHIBIT A
AMENDED LEGAL DESCRIPTION

[Insert legal descriptions]