

**EXHIBIT D**

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**BASE LEASE AND CONVEYANCE AGREEMENT**

**between**

**EDGEFIELD COUNTY, SOUTH CAROLINA  
as lessor**

**and**

**EDGEFIELD COUNTY PUBLIC FACILITIES CORPORATION FOR  
as lessee**

**Dated \_\_\_\_\_, 2022**

**All rights, title and interest of Edgefield County Public Facilities Corporation in this Base Lease and Conveyance Agreement have been assigned to Regions Bank, as Trustee (the "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 AND CONVEYANCE AGREEMENT

THIS BASE LEASE AND CONVEYANCE AGREEMENT dated \_\_\_\_\_, 2022 (the “Base Lease”) made and entered into by and between Edgefield County, South Carolina, a political subdivision of the State of South Carolina (the “County”), as lessor, and Edgefield County 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 Code of Laws of South Carolina 1976, as amended; and

WHEREAS, the County is a political subdivision of the State of South Carolina (the “State”) and is authorized under the provisions of Section 4-9-30, Code of Laws of South Carolina 1976, as amended (the “Act”), to enter into this Base Lease; and

WHEREAS, the County desires to lease the 2022 Real Property and convey the Conveyed Improvements (as such terms are defined herein) to the Corporation so that the Corporation may provide funds for the acquisition, construction and equipping of the 2022 Projects (as defined herein), which 2022 Projects, together with certain improvements (including the Conveyed Improvements), fixtures and personal property located on the 2022 Real Property, are defined herein as the “2022 Facilities” and are to be sold to the County 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 County; 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 Regions Bank, 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 the Bonds (as described in the Trust Agreement); and

WHEREAS, the County 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, the County 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 have the meanings set forth in the Trust Agreement or the Purchase and Use Agreement, as the context would allow. In addition, the following terms shall have the meanings set forth below:

“2022 Facilities” has the meaning in the Purchase and Use Agreement.

“2022 Real Property” means the real property described in Exhibit A hereto, as the same may be amended, modified or supplemented from time to time pursuant hereto.

“Act” means Section 4-9-30, Code of Laws of South Carolina 1976, as amended.

“Additional Real Property” means any real property in addition to the 2022 Real Property that is or will become the site of Additional Facilities (as defined in the Trust Agreement) and made subject to this Base Lease.

“Base Lease” means this Base Lease and Conveyance Agreement dated of even date herewith, between the County and the Corporation, as the same may be amended, modified or supplemented from time to time.

“Base Lease Rent” means those items referred to as such in Section 3.4 of this Base Lease.

“Base Lease Term” means the term of this Base Lease which ends on the earlier of (i) December 1, \_\_\_\_\_, or (ii) the date on which the Series 2022 Bonds are discharged within the meaning of paragraph (d) under Section 3.18 of the Trust Agreement.

“Conveyed Improvements” means those certain improvements presently existing on the 2022 Real Property, as described in Exhibit B hereto, as the same may be amended to include those certain improvements existing on real property (including Additional Real Property) which becomes 2022 Real Property in the future, at the time of such amendment.

“Corporation” means Edgefield County 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 County 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 County Council of Edgefield County, South Carolina, as the governing body of the County, 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 County or the Corporation.

“County” means the Edgefield County, South Carolina.

“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.

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

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

“Ordinance” means the Ordinance enacted by the Council on \_\_\_\_\_, 2022, authorizing the County's execution and delivery of this Base Lease and the Purchase and Use Agreement and approval of 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 County, as the same may be amended, modified or supplemented from time to time.

“Series 2022 Bonds” means \$ \_\_\_\_\_ principal amount Edgefield County Public Facilities Corporation Installment Purchase Revenue Bonds (Edgefield County Project) Series 2022.

“State” means the State of South Carolina.

“Trust Agreement” means the Trust Agreement dated of even date herewith by and between the Corporation and the Trustee, as the same may be amended, modified or supplemented from time to time.

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

“Trustee” means Regions Bank, a banking corporation organized and existing under the laws of the State of Alabama, 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.

## **ARTICLE II REPRESENTATIONS**

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

- (a) The County is a political subdivision of the State.
- (b) The conveyance of title to the Conveyed Improvements and the demise and lease of the 2022 Real Property by the County to the Corporation, as provided in this Base Lease, in order to allow the Corporation to sell the 2022 Facilities to the County pursuant to the Purchase and Use Agreement has been undertaken to enable the County to provide or improve suitable public facilities in the County.
- (c) The Council has full power and authority to enact the Ordinance and the County 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 County is now a party or by which the County is bound.

(e) The County has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby the County's interests in the 2022 Real Property and the 2022 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 County has good, valid and marketable title and is the fee owner of the 2022 Real Property existing on the date hereof. Prior to the conveyance of the Conveyed Improvements to the Corporation pursuant to Section 3.1 hereof, any improvements on the 2022 Real Property existing on the date hereof are 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 cost of acquisition, construction and equipping of the 2022 Projects and to pay certain costs of issuance related to the Series 2022 Bonds, the Corporation has entered into the Trust Agreement simultaneously with the execution hereof, pursuant to which Trust Agreement it is issuing the Series 2022 Bonds payable from and secured by the Installment Payments under the Purchase and Use Agreement.

### **ARTICLE III LEASE OF THE 2022 REAL PROPERTY AND CONVEYANCE OF IMPROVEMENTS**

**SECTION 3.1. Transfer of Conveyed Improvements and Lease of the 2022 Real Property.** The County hereby demises and leases to the Corporation and the Corporation hereby leases from the County the 2022 Real Property for a Base Lease 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 County hereby conveys the Conveyed Improvements to the Corporation and the Corporation hereby accepts such conveyance from the County. The parties hereto agree to amend Exhibit A to this Base Lease, from time to time, to specifically reference any Additional Real Property (including Additional Real Property) owned or acquired by the County which may become subject to this Base Lease, by execution of a Supplement to Base Lease and Conveyance Agreement, in substantially the form of Exhibit C attached hereto.

**SECTION 3.2. Purchase of the 2022 Facilities.** Pursuant to the terms of the Purchase and Use Agreement, the Corporation will convey title to the 2022 Facilities to the County, 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 2022 Real Property or the 2022 Facilities or any portion thereof or (c) remove, modify or alter the 2022 Real Property or the 2022 Facilities, without the consent of the County.

**SECTION 3.4. Rent and Other Consideration.** As and for rental hereunder and in consideration for the leasing of the 2022 Real Property to the Corporation hereunder, the Corporation agrees (a) to pay to the County an annual Base Lease Rent of One Dollar per year and (b) to fulfill its obligations with respect to the 2022 Facilities as provided in the Purchase and Use Agreement.

**SECTION 3.5. Taxes and Insurance.** The County shall pay and have responsibility for all taxes on and insurance of the 2022 Real Property and the 2022 Facilities. All insurance shall provide that the proceeds shall be payable to the County, 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, the Corporation, at the request of the County, 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 County certifies are not inconsistent or incompatible with the continued use of the balance of the 2022 Real Property for their intended purposes. Such instruments may include a termination of this Base Lease with respect to such portion of the 2022 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 County hereunder shall be accompanied by copies of any instruments proposed to be executed together with a certificate from the County to the effect that (a) the continued use of the 2022 Real Property affected thereby will not be impaired or hampered thereby; (b) access to 2022 Real Property for ingress and egress will be adequate for the purposes for which the 2022 Real Property is intended to be used; and (c) the value of the 2022 Real Property to the County will not be significantly diminished thereby.

The Corporation may also terminate this Base Lease with respect to any portion of the 2022 Real Property deemed excess or unneeded for the continued operation of the 2022 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 County, upon receipt by the Corporation of the following: (a) a plat showing the location of the 2022 Facilities and related facilities and the portion of the 2022 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 2022 Real Property will be adequate for the continued operation of the 2022 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 2022 Real Property for ingress and egress; and (d) a certification from the County that the portion of the 2022 Real Property being released from the provisions hereof is excess to or unneeded for the continued operation of the 2022 Facilities and related facilities for the purposes for which they were designed or are then being used.



Notwithstanding the foregoing paragraph, the Corporation may also terminate this Base Lease with respect to any portion of the 2022 Real Property and release its interest in such portion to the County, if the remaining 2022 Real Property subject to this Base Lease (and accompanying 2022 Facilities owned or deemed owned by the Corporation pursuant to the Purchase and Use Agreement) have an insured value in excess of 100% of the outstanding principal amount of the Bonds, upon receipt by the Corporation of the following: (a) a plat showing the location of the 2022 Facilities and related facilities and the portion of the 2022 Real Property to be released; (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 2022 Real Property will be adequate for the continued operation of the 2022 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 2022 Real Property for ingress and egress; and (d) a certificate from the County (which may be based on information from its insurer) as to the then-current insured values of all of the 2022 Real Property (including the 2022 Real Property to be released) and 2022 Facilities and demonstrating that the insured values of the 2022 Real Property and 2022 Facilities, after termination of such released portion of the 2022 Real Property contemplated hereby, will be in excess of 100% of the outstanding principal amount of the Bonds.

With respect to any particular item of 2022 Real Property, the County may substitute another item of 2022 Real Property under the conditions set forth in Section 5.1(c) of the Purchase and Use Agreement. The County shall not be obligated to compensate the Corporation for the removal of any property or for any conveyance or grant of an easement or right-of-way under the provisions hereof and any consideration paid in connection therewith shall be turned over to the County so long as there is not an existing Event of Default under the Purchase and Use Agreement and no Event of Nonappropriation has occurred that has not been waived by the Trustee. The Corporation shall have no obligation or responsibility to prepare or record any instrument authorized hereunder.

## **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 County exercises the option to purchase the 2022 Facilities as provided in Section 9.1(a) 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 County and, provided further, that upon any partition of the 2022 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 2022 Real Property (the "County Real Property") relating to any County Facilities (as defined in the Purchase and Use Agreement) and the County 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 County of its option to purchase as provided in Section 9.1(a) of the Purchase and Use Agreement, to quit and surrender the 2022 Real Property and that all title and interest in the 2022 Facilities and the 2022 Real Property shall vest in the County 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 2022 Facilities provided for in Section 2.4 of the Purchase and Use Agreement, to quit and surrender the County Real Property and that all title and interest in the County Facilities and the County Real Property shall vest in the County 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 County fails to continue the Purchase and Use Agreement for the entire term thereof for any reason, the Corporation shall have the right to possession of the portion of the 2022 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 for a civic or public purpose and in compliance with all applicable governmental rules, regulations and orders. Both parties acknowledge that the County 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 County's obligation to provide insurance and pay taxes under the provisions of Section 3.5 hereof shall be limited to the 2022 Real Property and the 2022 Facilities as they existed as of the Partition Date (as defined in the Purchase and Use Agreement) and the Corporation shall provide the County with adequate public liability and comprehensive risk insurance covering any 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 County 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 Outstanding Series 2022 Bonds 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 County by the Corporation, its assigns or its lessee.

**SECTION 4.2. Default by the Corporation.** The County shall not have the right to exclude the Corporation from the 2022 Real Property or the 2022 Facilities or to take possession of the 2022 Real Property or the 2022 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 2022 Facilities granted to the County 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 2022 Facilities to the County pursuant to said option, then the County 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 County 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 2022 Real Property and the 2022 Facilities.

**SECTION 4.4. No Merger.** Except as expressly provided herein, no union of the interests of the County 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 2022 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 County 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 2022 Real Property, and will not cause, permit or suffer to be caused or permitted waste thereto. At the conclusion of the term hereof, the 2022 Real Property shall be returned to the County, together with the 2022 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 2022 Real Property or the 2022 Facilities or any portion thereof, or remove any part thereof without the written consent of the County. Prior to an Event of Nonappropriation that has not been waived, in the event of any damage, destruction or condemnation of any of the 2022 Real Property, the provisions of Article VII of the Purchase and Use Agreement shall be deemed to apply with respect to the 2022 Real Property in like manner as provided therein with respect to 2022 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 2022 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 2022 Real Property, the proceeds of any insurance or condemnation awards allocable to the Corporation's interest in the 2022 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 any Series 2022 Bonds and the balance, if any, remaining thereafter to such use as the County may direct.

**ARTICLE V  
CONTROL OF 2022 REAL PROPERTY AND 2022 FACILITIES  
DURING BASE LEASE TERM**

**SECTION 5.1. Control of 2022 Real Property and 2022 Facilities During Base Lease Term.** Subject to the Purchase and Use Agreement and Section 4.6 hereof, during the Base Lease Term, the Corporation shall have complete control over the 2022 Real Property and the 2022 Facilities and their operation.

**ARTICLE VI  
MISCELLANEOUS**

**SECTION 6.1. Civic or Public Purpose.** 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 2022 Real Property and the 2022 Facilities for any purpose which is not a civic or public purpose and in compliance with all applicable governmental rules, regulations and orders.

**SECTION 6.2. Covenants Running with the 2022 Real Property.** All covenants, promises, conditions and obligations herein contained or implied by law are covenants running with the 2022 Real Property and shall attach and bind and inure to the benefit of the County and the Corporation and their respective heirs, legal representatives, successors and assigns, except as otherwise provided herein.

**SECTION 6.3. Binding Effect.** This Base Lease shall inure to the benefit of and shall be binding upon the County, the Corporation and their respective successors and assigns.

**SECTION 6.4. 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 6.5. Amendment, Changes and Modifications.** This Base Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent, if and to the extent required by Article XI of the Trust Agreement, of the Trustee, other than (a) as provided in Section 3.1 hereof, to reference any Additional Real Property (including Additional Real Property) or (b) as provided in Section 3.6 hereof in connection with the granting of easements, releases, substitutions and additions of property; provided, that the Trustee shall be entitled to rely without independent investigation upon the certificates, opinions and other documents delivered to it pursuant to such sections.

**SECTION 6.6. 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 6.7. Applicable Law.** This Base Lease shall be governed by and construed in accordance with the laws of the State.

**SECTION 6.8. 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 6.9. 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 County, 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 6.10. Successors and Assigns.** All covenants, promises and agreements contained in this Base Lease by or on behalf of or for the benefit of the County or the Corporation, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

[Signature page follows]

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

LESSOR:

(SEAL)

EDGEFIELD COUNTY, SOUTH CAROLINA

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Chair, County Council

Attest: \_\_\_\_\_  
Clerk to Council

LESSEE:

EDGEFIELD COUNTY PUBLIC FACILITIES  
CORPORATION

(SEAL)

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary/Treasurer

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF EDGEFIELD        )

PROBATE

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

\_\_\_\_\_  
Witness

SWORN TO AND SUBSCRIBED BEFORE ME  
this \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF EDGEFIELD        )

PROBATE

PERSONALLY appeared before me the undersigned witness, who, upon first being duly sworn, deposes and says: that (s)he saw Edgefield County, South Carolina by its duly authorized Chair of its County Council and Clerk to Council, sign the foregoing Base Lease and Conveyance Agreement, and that (s)he, with the other subscribing witness, witnessed the execution thereof.

\_\_\_\_\_ Witness

SWORN TO AND SUBSCRIBED BEFORE ME  
this \_\_\_\_ day of \_\_\_\_\_, 2022.

Printed Name: \_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_



**EXHIBIT A**

**LEGAL DESCRIPTION OF THE 2022 REAL PROPERTY**

All those pieces, parcels or lots of land excluding all improvements located or to be located thereon and being more particularly described as follows:

[To be updated]

**EXHIBIT B**

**CONVEYED IMPROVEMENTS**

All existing improvements located on the 2022 Real Property.

**EXHIBIT C**

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

THIS SUPPLEMENT TO BASE LEASE AND CONVEYANCE AGREEMENT (this “Supplement”) dated \_\_\_\_\_, 2022, by and between the Edgefield County, South Carolina, a political subdivision duly existing under the laws of the State of South Carolina, as lessor (the “County”), and Edgefield County 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 County and the Corporation have entered into that certain Base Lease and Conveyance Agreement dated \_\_\_\_\_, 2022 (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 in consideration of the mutual promises and covenants herein contained, the parties hereto hereby agree as follows:

1. Addition of Additional Real Property to 2022 Real Property. 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.

IN WITNESS WHEREOF, the undersigned have hereunto set forth their hands on the date first written above.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

CORPORATION:

EDGEFIELD COUNTY PUBLIC FACILITIES  
CORPORATION

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

COUNTY:

EDGEFIELD COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_