
EXHIBIT A FOR ORDINANCE 4393

BASE LEASE AGREEMENT

between

**CITY OF HARTSVILLE, SOUTH CAROLINA
as lessor**

and

**HARTSVILLE PUBLIC FACILITIES CORPORATION
as lessee**

Dated as of August 1, 2020

All right, title and interest of the Hartsville Public Facilities Corporation in this Base Lease Agreement have been assigned to Regions Bank 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 as of August 1, 2020 (this “*Base Lease*”) is made and entered into by and between the HARTSVILLE PUBLIC FACILITIES CORPORATION (together with its successors and assigns, the “*Corporation*”), a South Carolina nonprofit corporation, as lessee, and the CITY OF HARTSVILLE, SOUTH CAROLINA (the “*City*”), a political subdivision of the State of South Carolina (the “*State*”), as lessor.

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;

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 Base Lease;

WHEREAS, the City is the owner of the 2020 Real Property (as defined herein) as well as the Facilities (as defined in the hereinafter defined Purchase and Use Agreement), comprising the City Hall of the City housing the City’s administrative department and functions and the historic pavilion at the City’s Lawton Park, which provides certain recreational opportunities for the City; and

WHEREAS, the City desires to lease the 2020 Real Property to the Corporation and to convey the Facilities to the Corporation so that the Corporation may provide for the Refinancing (as defined herein) and the acquisition of the 2020 Project (as defined herein) with the proceeds of the Series 2020 Bonds (as defined in the hereinafter defined Trust Agreement); and

WHEREAS, the Facilities 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 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 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, 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:

“**2020 Project**” shall have the meaning set forth in the Purchase and Use Agreement.

“**2020 Real Property**” means the real property, absent any improvements thereon including the Facilities, as described in Exhibit A hereto.

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

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

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

“**Base Lease Term**” means the term of this Base Lease which begins on August 6, 2020, and ends on the earlier of (i) [December 1, 20__], or (ii) the date on which the Series 2020 Bonds are discharged within the meaning of Section 3.19(d) of the Trust Agreement.

“**City**” means the City of Hartsville, South Carolina.

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

“*Facilities*” shall have the meaning set forth in the Purchase and Use Agreement.

“*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 July 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 July 14, 2020, authorizing the City’s execution and delivery of this Base Lease and the Purchase and Use Agreement and consenting to the Trust Agreement.

“*Outstanding Financings*” means the City’s (i) originally issued \$1,224,500 General Obligation Bond, Series 2012 dated June 29, 2012; (ii) originally issued \$3,665,000 Special Obligation Bonds Series 2012, dated June 29, 2012, (iii) originally issued \$350,419 Lease-Purchase Financing, dated May 26, 2017; (iv) originally issued \$545,632 Lease-Purchase Financing, dated May 26, 2017; (v) originally issued \$850,000 Lease-Purchase Financing, dated May 25, 2018; and (vi) originally issued \$329,504 Lease-Purchase Financing, dated September 10, 2019.

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

“*Refinancing*” means the refinancing of the Outstanding Financings.

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

“*Trust Agreement*” means the Trust Agreement dated of even date herewith between the Corporation and the Trustee.

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

“*Trustee*” means Regions Bank, a corporation organized and existing under the laws 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.

[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 the Facilities from the City to the Corporation and the demise and lease of the 2020 Real Property by the City to the Corporation, as provided in this Base Lease, in order to allow the Corporation to (i) defray the costs of the 2020 Project, (ii) defray the costs of the Refinancing by the issuance of the Series 2020 Bonds; and (iii) provide for the issuance of the Series 2020 Bonds; and to provide for the sale of the Facilities to the City pursuant to the Purchase and Use Agreement will be or have been undertaken to enable the City to continue 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 2020 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 has good, valid and marketable title to and is the fee owner of the 2020 Real Property existing on the date hereof. Prior to the conveyance of the Facilities to the Corporation pursuant to Section 3.1 hereof, any improvements on the 2020 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 conveyance of and subsequent lease back of the 2020 Real Property by the Corporation to the City, as provided in this Base Lease, in order to allow the Corporation to (i) (i) defray the costs of the 2020 Project; (ii) defray the costs of the Refinancing, and (iii) provide for

by the issuance of the Series 2020 Bonds and to provide for the sale of the Facilities to the City pursuant to the Purchase and Use Agreement will be or have been undertaken by the Corporation to enable the City to provide suitable public facilities in the City.

(c) 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.

(d) To provide funds to defray the costs of the 2020 Project and the Refinancing, the Corporation will enter into the Trust Agreement pursuant to which it will issue the Series 2020 Bonds payable from and secured by the Installment Payments under the Purchase and Use Agreement.

[END OF ARTICLE II]

**ARTICLE III
CONVEYANCE AND LEASE OF THE 2020 REAL PROPERTY
AND CONVEYANCE OF IMPROVEMENTS**

SECTION 3.1. Lease of the 2020 Real Property; Conveyance of Facilities. The City hereby demises and leases to the Corporation and the Corporation hereby leases from the City the 2020 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 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 provide for the 2020 Project and will convey title to the Facilities 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 2020 Real Property or the Facilities or any portion thereof or (c) remove, modify or alter the 2020 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 2020 Real Property to the Corporation hereunder, the Corporation agrees to pay to the City an annual amount of Base Lease Rent of One Dollar per year, and to fulfill its obligations with respect to the 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 2020 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 2020 Real Property for its intended purposes. Such instruments may include a termination of this Base Lease with respect to such portion of the 2020 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 2020 Real Property affected thereby will not be impaired or hampered thereby; (b) access to the 2020 Real Property for ingress and egress will be adequate for the purposes for which the 2020 Real Property is intended to be used; and (c) the value of the 2020 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 2020 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 2020 Real Property deemed excess or unneeded; (b) an amendment to Exhibit A hereto revising the description of the affected parcel of the 2020 Real Property; (c) a certificate from an engineer or architect stating that the remaining 2020 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 2020 Real Property for ingress and egress; and (d) a certification from the City that the portion of the 2020 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 2020 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 2020 Real Property and that all title and interest in the Facilities and the 2020 Real Property shall vest in the City free and clear of the encumbrance of this Base Lease and any other encumbrances except Permitted Encumbrances (as defined in the Purchase and Use Agreement). 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 2020 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 2020 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 any additions, alterations, furnishings and fixtures to the Corporation Facilities acquired, constructed or installed after the Partition Date, 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 2020 Real Property or the Facilities or to take possession of the 2020 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 2020 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 2020 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 2020 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 2020 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 2020 Real Property,

the provisions of Article VII of the Purchase and Use Agreement shall be deemed to apply with respect to the 2020 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 2020 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 2020 Real Property, the proceeds of any insurance or condemnation awards allocable to the Corporation's interest in the 2020 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 2020 REAL PROPERTY AND
FACILITIES DURING BASE LEASE TERM

SECTION 5.1. Control of 2020 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 2020 Real Property and the Facilities and their operation.

[END OF ARTICLE V]

**ARTICLE VI
MISCELLANEOUS**

SECTION 6.1. Covenants Running with the 2020 Real Property. All covenants, promises, conditions and obligations herein contained or implied by law are covenants running with the 2020 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 HARSTVILLE,
SOUTH CAROLINA**

(SEAL)

Witnesses

By: _____
Daniel P. Moore, City Manager

Attest

Sherron L. Skipper, City Clerk

**HARTSVILLE PUBLIC FACILITIES
CORPORATION**

(SEAL)

Witnesses

By: _____
President

Attest

Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF DARLINGTON)

PROBATE

PERSONALLY appeared before me the undersigned witness who on oath says, that (s)he saw the within named Hartsville 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 _____, 2020.

Notary Public for South Carolina
Printed Name: _____
My Commission Expires: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF DARLINGTON)

PROBATE

PERSONALLY appeared before me the undersigned witness, who, upon first being duly sworn, deposes and says: that (s)he saw City of Hartsville, 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 _____, 2020.

Notary Public for South Carolina
Printed Name: _____
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE 2020 REAL PROPERTY

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 HARTSVILLE, SOUTH CAROLINA, a political subdivision duly existing under the laws of the State of South Carolina, as lessor (the “*City*”), and the Hartsville 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*”).

WHEREAS, the City and the Corporation have entered into that certain Base Lease Agreement dated as of August 1, 2020 (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:

HARTSVILLE PUBLIC FACILITIES CORPORATION

By: _____
Its: _____

By: _____
Its: _____

CITY:

CITY OF HARTSVILLE,
SOUTH CAROLINA

By: _____
Its: _____