

**LEWIS LEASE EQUIPMENT, INC. D/B/A**  
**LEWIS BUS LINE, INC.**  
**P.O. BOX 5627**  
**AUGUSTA, GA 30916**  
**706-792-1800**                      **1-800-532-8517**                      **FAX 706-792-0204**

Confirmation Date:      May 1, 2013                      Confirmation Order No. 20555                      Your Charter Representative is: ELSIE

This is to confirm your charter scheduled for Sat, May 11, 2013

A deposit of \$200.00 is due by May 1, 2013  
A balance of \$814.50 is due by May 1, 2013

**PLEASE CONFIRM THE FOLLOWING INFORMATION:**

|  |                 |                                      |                |
|--|-----------------|--------------------------------------|----------------|
| TODD GLOVER<br>TODD GLOVER                           |                 | CHARTER CONFIRMATION<br>ORDER #20555 |                |
| NORTH AUGUSTA, SC                                    |                 | P.O #:                               |                |
|  |                 | Group: 1-47 NORTH AUGUSTA, SC        |                |
|  |                 | Phone: 803-441-4204                  |                |
| <b>P I C K U P   I N F O R M A T I O N</b>           |                 |                                      |                |
| Pickup Date  | Pickup Location | Load Time                            | Departure Time |
| 5/11/13  | N.AUGUSTA, SC   |                                      |                |
| REFUNDABLE CLEAN UP/DAMAGE FEE.                      |                 |                                      |                |
| <b>D E S T I N A T I O N   I N F O R M A T I O N</b> |                 |                                      |                |
| Destination  |                 | Arrival Time                         |                |
| GREENVILLE, SC                                       |                 |                                      |                |
| <b>R E T U R N   I N F O R M A T I O N</b>           |                 |                                      |                |
| Departure Date                                       | Departure Time  | Return Point                         | Arrival        |
| 5/11/13  |                 | AUGUSTA, SC                          |                |
| <b>C H A R T E R   C O S T S   P E R   C O A C H</b> |                 |                                      |                |
| Type of Coach.....                                   | 47 PAXPRE       |                                      |                |
| Total Number of Coaches.....                         | 1               |                                      |                |
| Total Cost Per Coach.....                            | \$1,014.50      |                                      |                |
| Total Cost of Trip.....                              | \$1,014.50      |                                      |                |

PLEASE SIGN THIS AGREEMENT, ENCLOSE PAYMENT AS NOTED BELOW AND RETURN ONE COPY WITH YOUR WRITTEN ITINERARY, KEEP ONE FOR YOUR FILES. WITHOUT DEPOSIT AND SIGNED CONTRACT REMITTED WITHIN 14 DAYS, THIS IS NOT A CONFIRMED BOOKING. IF PAYING BY CHECK, PLEASE WRITE THE CHARTER NUMBER ON YOUR CHECK.

IN THE EVENT OF DAMAGE OR EXCESSIVE CLEANUP, DEPOSIT AMOUNT SHALL BE APPLIED. TO THE EXTENT THAT EXCESS CLEANUP OR DAMAGE EXCEEDS DEPOSIT, LESSEE SHALL PAY ANY DIFFERENCE IMMEDIATELY UPON INVOICE.

CANCELLATIONS MUST BE RECEIVED 21 DAYS PRIOR TO DEPARTURE TO INSURE FULL REFUND. CHARTER IS SUBJECT TO CANCELLATION IF PAYMENTS ARE NOT RECEIVED BY DUE DATE

DUE TO ENERGY COST, THE PRICE IS SUBJECT TO INCREASE UNTIL DATE OF DEPARTURE. YOUR COST IS BASED ON THE SERVICE(S) DETAILED ABOVE AND IS SUBJECT TO CHANGE IN ACCORDANCE TO ACTUAL ITINERARY. THIS COMPANY SHALL NOT BE LIABLE FOR ITEMS LEFT ON THE COACH, OR LOSS OF TIME DUE TO MECHANICAL FAILURES OR INCLEMENT WEATHER. WE CANNOT GUARANTEE THE ASSIGNMENT OF REQUESTED DRIVER(S) OR COACH(S). A SIGNED CONTRACT AND DEPOSIT WILL CONFIRM YOUR RESERVATION AND ACKNOWLEDGE YOUR ACCEPTANCE OF THIS AGREEMENT.

Signature \_\_\_\_\_ Date \_\_\_\_\_

L E W I S B U S L I N E , I N C .

P.O.BOX 5627  
AUGUSTA, GA 30916

706-792-1800 1-800-532-8517 FAX 706-792-0204

May 1, 2013

TODD GLOVER  
TODD GLOVER

NORTH AUGUSTA, SC

I N V O I C E

|            |         |              |                        |
|------------|---------|--------------|------------------------|
| Charter #: | 20555   | Group Name:  | 1-47 NORTH AUGUSTA, SC |
| Booked:    | 5/01/13 | Destination: | GREENVILLE, SC         |
| Trip Date: | 5/11/13 | Origin:      | N.AUGUSTA, SC          |
| Return:    | 5/11/13 | Phone:       | 803-441-4204           |

|                     |           |
|---------------------|-----------|
| Cost Quoted:        | \$1014.50 |
| Additional Mileage: | 0.00      |
| Additional Expenses | :         |

TOTAL: \$1014.50

Payment Received:

BALANCE DUE: \$1014.50

FY 2012

CITY OF NORTH AUGUSTA  
 DETAIL ACCOUNT INQUIRY BY ACCOUNT NUMBER  
 01/01/2012 TO 12/31/2012

|                                   |            |                              |                         | BUDGET        | YTD AMT      | ENC AMT       | REM BAL        |
|-----------------------------------|------------|------------------------------|-------------------------|---------------|--------------|---------------|----------------|
| 28-4000-265 PROFESSIONAL SERVICES |            |                              |                         | 0.00          | 23,146.82    | 0.00          | -23,146.82     |
| <u>DATE</u>                       | <u>MOD</u> | <u>REFERENCE</u>             | <u>JE # or VOUCHER#</u> | <u>CHECK#</u> | <u>DEBIT</u> | <u>CREDIT</u> | <u>BALANCE</u> |
|                                   |            | BALANCE FORWARD              |                         |               |              |               | 0.00           |
| 10/04/2012                        | AP         | POPE ZEIGLER, LLC 1891       | 178310                  | 115862        | 4,260.63     |               | 4,260.63       |
| 10/22/2012                        | AP         | AIKEN STANDARD 1209247686    | 178624                  | 116061        | 331.34       |               | 4,591.97       |
| 10/26/2012                        | AP         | DAVENPORT & COMPANY PF12178  | 178743                  | 116141        | 2,486.64     |               | 7,078.61       |
| 11/08/2012                        | AP         | POPE ZEIGLER, LLC 1932       | 179100                  | 116351        | 4,318.94     |               | 11,397.55      |
| 11/21/2012                        | AP         | DAVENPORT & COMPANY PF12-181 | 179448                  | 116523        | 3,862.56     |               | 15,260.11      |
| 12/07/2012                        | AP         | POPE ZEIGLER, LLC 1997       | 179770                  | 116724        | 187.50       |               | 15,447.61      |
| 12/07/2012                        | AP         | POPE ZEIGLER, LLC 2008       | 179771                  | 116724        | 4,945.00     |               | 20,392.61      |
| 12/07/2012                        | AP         | POPE ZEIGLER, LLC 2008       | 179772                  | 116724        | 94.21        |               | 20,486.82      |
| 12/31/2012                        | AP         | POPE ZEIGLER, LLC 2062       | 180234                  | 117041        | 2,660.00     |               | 23,146.82      |
|                                   |            |                              |                         |               | 23,146.82    | 0.00          |                |
|                                   |            |                              |                         |               | 23,146.82    | 0.00          |                |

FY 2013

CITY OF NORTH AUGUSTA  
 DETAIL ACCOUNT INQUIRY BY ACCOUNT NUMBER  
 01/01/2013 TO 12/31/2013

|                                   |            |                             | BUDGET                  | YTD AMT       | ENC AMT      | REM BAL       |                |
|-----------------------------------|------------|-----------------------------|-------------------------|---------------|--------------|---------------|----------------|
| 28-4000-265 PROFESSIONAL SERVICES |            |                             | 0.00                    | 65,361.32     | 0.00         | -65,361.32    |                |
| <u>DATE</u>                       | <u>MOD</u> | <u>REFERENCE</u>            | <u>JE # or VOUCHER#</u> | <u>CHECK#</u> | <u>DEBIT</u> | <u>CREDIT</u> | <u>BALANCE</u> |
|                                   |            | BALANCE FORWARD             |                         |               |              |               | 0.00           |
| 01/25/2013                        | AP         | POPE ZEIGLER, LLC 2105      | 180669                  | 117230        | 14,119.08    |               | 14,119.08      |
| 02/08/2013                        | AP         | DAVENPORT & COMPANY PF13003 | 181059                  | 117370        | 3,304.08     |               | 17,423.16      |
| 03/14/2013                        | AP         | BANK OF AMERICA / VISA 3127 | 181909                  | 117933        | 275.00       |               | 17,698.16      |
| 03/28/2013                        | AP         | POPE ZEIGLER, LLC 2176      | 182244                  | 118213        | 7,143.75     |               | 24,841.91      |
| 04/04/2013                        | AP         | POPE ZEIGLER, LLC 2217      | 182473                  | 118335        | 29,058.93    |               | 53,900.84      |
| 04/18/2013                        | AP         | AIKEN STANDARD 937324       | 182872                  | 118439        | 154.14       |               | 54,054.98      |
| 05/09/2013                        | AP         | POPE ZEIGLER, LLC 2258      | 183274                  | 118892        | 11,306.34    |               | 65,361.32      |
|                                   |            |                             |                         |               | 65,361.32    | 0.00          |                |
|                                   |            |                             |                         |               | 65,361.32    | 0.00          |                |

RESOLUTION NO. 2012-20  
DESIGNATING DAVENPORT & COMPANY  
AS THE FINANCIAL ADVISOR  
FOR THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA

WHEREAS, the City desires the services of a Financial Advisor to assist in analyzing financing alternatives for future economic and development projects within the City limits of the City of North Augusta; and

WHEREAS, the City solicited Requests for Qualifications (RFQs) for Financial Advisor services from nine companies; and

WHEREAS, the City received three responses to the RFQ. The City Administrator and Director of Finance interviewed the three firms and, upon review of the written and oral presentations, they recommend that Davenport & Company be designated as the City's Financial Advisor.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of North Augusta, South Carolina, in meeting duly assembled and by the authority thereof, that Davenport & Company be designated as the City's Financial Advisor, and that the City Administrator be authorized to sign all documents relating thereto.

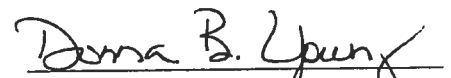
BE IT FURTHER RESOLVED that the funding for the Financial Advisor shall come from the Tax Increment Financing Fund.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS 14<sup>th</sup> DAY OF October, 2012.



Lark W. Jones, Mayor

ATTEST:

  
Donna B. Young, City Clerk

DAVENPORT & COMPANY  
SINCE 1868

Davenport Public Finance  
One Independence Center  
101 N. Tryon Street, Suite 1220  
Charlotte, NC 28246-0100  
(704) 375-0550

September 25, 2012

Mr. John P. Potter, Director of Finance  
City of North Augusta  
100 Georgia Avenue  
North Augusta, South Carolina 29861

Dear Mr. Potter:

We appreciate the opportunity to provide financial advisory services to the City of North Augusta (the "City") and we look forward to working with you. The following outlines Davenport & Company LLC's ("Davenport") engagement with the City to provide financial advisory services.

**Scope of Services:** The City has requested that Davenport provide the following areas of assistance (collectively, the "Requested Services") in connection with the proposed issuance of debt for the purpose of promoting economic development along the Savannah River.

- Survey and Analysis – Conduct a survey of the financial resources of the City to determine the extent of its capacity to authorize, issue, and service any debt instruments contemplated. The survey will include an analysis of any existing debt structure as compared with the existing and projected sources of revenue which may be pledged to secure payment of debt service.
- Future financings – Consider and analyze future financing needs as projected by the City's staff and consulting engineers or other experts, if any, employed by the City.
- Bond documents – Maintain liaison with Bond Counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the debt instruments. Coordinate the preparation of the legal documents as may be required and submit all such documents to the City for examination and approval.
- Recommendation for debt instruments – All recommendations will be consistent with the goal of designing the debt instruments to be sold on terms which are advantageous to the City, including the lowest interest cost consistent with other considerations (i.e. issuance date, payment dates, amortization, security provisions, etc).
- Market information – Advise the City of our interpretation of current bond market conditions and other information which might normally be expected to influence interest rates or pricing conditions.
- Rating Agency Meeting(s) (if needed) – Prepare a comprehensive rating agency presentation on behalf of the City to be used as the basis for discussion with the rating agencies. This presentation will incorporate financial data, information about the local economy, and a summary of the legal

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By: Don - Upun  
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structure of the bonds. All information will be organized with the intent to help position the City to receive a favorable credit rating.

- Governing body meetings - Attend meetings of the governing body of the City, its staff, representatives or committee as requested at all times when Davenport may be of assistance or service. As requested, participate in meetings with members of County staff and/or School District staff regarding the proposed project.
- Other – Provide responses to routine/miscellaneous questions related to debt issuance.

**Engagement Duration:** This engagement shall remain in effect until (i) completion of the Requested Service, or (ii) terminated by either party upon the giving of at least thirty (30) days prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination.

**Compensation for Requested Services:** Because a number of variables may change during the engagement (e.g., requested scope of services, timeline, etc.) Davenport will be compensated on an hourly fee schedule for the initial phase of work with a conversion to a fixed price once the plan of finance has been developed.

|                                  |            |
|----------------------------------|------------|
| Senior Vice President            | \$250/hour |
| First Vice President             | \$235/hour |
| Vice President                   | \$220/hour |
| Associate VP/Associates/Analysts | \$150/hour |

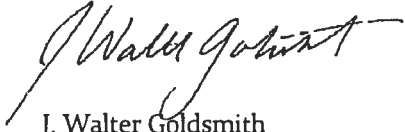
In addition to the compensation for professional services outlined above, Davenport asks to be reimbursed for out-of-pocket expenses incurred in connection with providing financial advisory services. Customary out-of-pocket expenses include costs of travel, meals, lodging, printing/copying, etc. Davenport will not receive reimbursement for indirect costs such as telephone, fax, and conference call services, and shall instead receive an additional amount for Administrative Expenses equal to four percent (4%) of the compensation for professional services as reimbursement for costs not reasonably allocable on a client-by-client basis.

**Termination:** This agreement may be terminated by either party upon the giving of thirty (30) days prior notice in writing, specifying in such notice the effective date of such termination. If either party terminates this agreement as set forth above, it is understood and agreed that the only due to Davenport will be services provided and expenses incurred to the date of termination.

**Miscellaneous:** This letter agreement shall be governed by and construed in accordance with the laws of the State of South Carolina applicable to agreements made and to be fully performed therein.

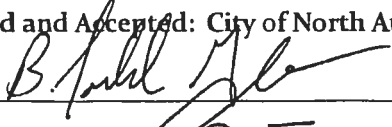
We look forward to work with you during this engagement. Please acknowledge acceptance of these terms by signing in the space provided below and returning a signed copy to me.

Sincerely yours,



J. Walter Goldsmith  
Senior Vice President

Agreed and Accepted: City of North Augusta, South Carolina

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

Printed name: B. Todd Glover





**POPE ZEIGLER**  
LAW FIRM  
COLUMBIA | CHARLOTTE

Margaret C. Pope  
Member  
mpope@popezeigler.com  
DIRECT 803 354.4901  
FAX 803 354.4899

Pope Zeigler, LLC  
1411 Gervais St., Ste 300  
Post Office Box 11509  
Columbia, SC 29211  
popezeigler.com

August 13, 2012

ADMINISTRATION DEPT.

AUG 17 2012

B. Todd Glover, City Manager  
City of North Augusta, South Carolina  
P. O. Box 6400  
North Augusta, SC 29841-4108

CITY OF NORTH AUGUSTA

Re: City of North Augusta, South Carolina  
- Construction of Water Treatment Plant / File No. 43.6  
- Hotel Project / File No. 43.7

Dear Todd:

This letter is to acknowledge and thank you for hiring Pope Zeigler, LLC to represent the City of North Augusta (the "City"). We would like to confirm the terms and scope of our representation, which are as follows:

**SCOPE OF ENGAGEMENT**

We are representing the City in connection with the construction of a water treatment plant and the upcoming hotel project (the "Transactions") described above.

**ATTORNEY-CLIENT RELATIONSHIP**

Upon execution of this engagement letter, the City constitutes our client and an attorney-client relationship will exist between us. Our services as bond counsel are limited to those contracted for in this letter. The City's execution of this engagement letter will constitute an acknowledgement of those limitations.

**CONFLICTS**

As you are aware, we represent many political subdivisions and companies. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from this matter so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that

advice given to the other client will be relevant to any aspect of this matter. Execution of this engagement letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

**FEES**

Our fees for serving as bond counsel in connection with the Transactions shall be established at a time closer to the date of each issue so that we will be in a position to provide you with an accurate estimate. At that time we will also provide you with an amended engagement letter setting forth our bond counsel fees for the Transactions as well as payment instructions. However, until that time, we will bill you on a monthly basis for services rendered and expenses incurred. We will bill at the hourly rates of those professionals involved.


I have listed below the hourly billing rates of the professionals in our firm who may work on this matter from time-to-time. We typically adjust our billing rates annually and I will advise you if and when our rates are adjusted.

|   | <b><u>Billing Rate</u></b> |
|---|----------------------------|
| Brenton D. Jeffcoat, Esquire ( <i>Member</i> )      | \$425                      |
| Belton T. Zeigler, Esquire ( <i>Member</i> )        | 375                        |
| Margaret C. Pope, Esquire ( <i>Member</i> )         | 375                        |
| Matthew J. Davis, Esquire ( <i>Member</i> )         | 375                        |
| Josiah C. T. Lucas, Esquire ( <i>Member</i> )       | 375                        |
| Gary T. Pope, Esquire ( <i>Of counsel</i> )         | 300                        |
| Lawrence E. Flynn III, Esquire ( <i>Associate</i> ) | 250                        |
| Margaret C. McGee, Esquire ( <i>Associate</i> )     | 250                        |
| Gary T. Pope, Jr., Esquire ( <i>Associate</i> )     | 200                        |
| C.D. Rhodes III ( <i>Law Clerk</i> )                | 150                        |
| Drew R. Hunsicker ( <i>Paralegal</i> )              | 150                        |
| Linda R. Buckley ( <i>Paralegal</i> )               | 125                        |

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files.

We look forward to working with you.

Sincerely,

  
Margaret C. Pope

WE AGREE TO THE TERMS OF THIS ENGAGEMENT LETTER FOR LEGAL REPRESENTATION AS STATED ABOVE.

RE: CITY OF NORTH AUGUSTA, SOUTH CAROLINA  
- CONSTRUCTION OF WATER TREATMENT PLANT / FILE NO. 43.6  
- HOTEL PROJECT / FILE NO. 43.7

CITY OF NORTH AUGUSTA, SOUTH CAROLINA

BY: 

ITS: CITY ADMINISTRATOR

DATE: 8-21-12