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IN THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Edward W. Miller, Circuit Court Judge
Case No. 2008-CP-23-5739
Appellate Case No.: 2017-000690

RECEIVED

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SC Court of Appeals

Andrew P. (Andy) Ballard, Respondent,

v.

Tim Roberson, Rick Thoennes, Rick Thoennes III, and Warpath Development, Inc., Defendants,

Of whom Tim Roberson is Appellant.

**RECORD ON APPEAL
VOLUME II**

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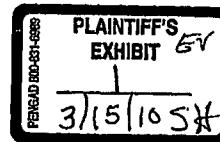
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STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

STOCK PURCHASE
AGREEMENT

This Agreement made and entered into this 29th day of May, 2007 by and between Andy Ballard, hereinafter referred to as *Ballard*, Tim Roberson, hereinafter referred to as *Roberson*, Rick Thoennes, hereinafter referred to as *Thoennes*, Rick Thoennes III, hereinafter referred to as *Thoennes III* and Warpath Development, Inc. hereinafter referred to as *Warpath*.

WITNESSETH

Whereas, Warpath is a South Carolina corporation presently solely owned by Ballard;
and

Whereas, Warpath is the holder of a lease on property located at Lake Keowee and is desirous of developing the property; and

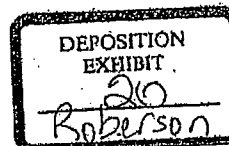
Whereas, Roberson, Thoennes and Thoennes III are in the business of property development and are desirous of being involved in the development of the project with Ballard and Warpath; and

Whereas, Ballard wishes to convey to the other parties 80% of the corporation in exchange for the purchase of one half of his stock plus an additional 60,000 shares; and

Now Therefore for and in consideration of the monetary sum stated herein and other valuable consideration the parties hereto agree as follows:

1. The group of Roberson, Thoennes and Thoennes III will pay to Ballard upon closing the sum of \$1,000,000.00 in exchange for 20,000 shares of Ballard's 40,000 shares and will receive from the corporation additional shares so that Ballard will hold 20% of the stock and the other 80% will be held by Roberson, Thoennes and Thoennes III When all shares are finally issued. When the new stock is issued the final holdings will be as follows:

Roberson	40,000 shares
Thoennes	20,000 shares
Thoennes III	20,000 shares
Ballard	20,000 shares



CPA
Q/B
K

2. In addition to the above the corporation will pay Ballard \$100,000.00 upon the grand opening of the Marina. An additional \$50,000.00 will be paid one year after said grand opening. Grand Opening being defined as "when the Marina opens for business."
3. Ballard warrants and represents that he holds a lease with Duke Power and the necessary approvals from Duke Power and Pickens County in order to build the development per conceptual plans for Warpath Landing. Final permits must be obtained to move forward.
4. Ballard agrees to execute a separate agreement with Warpath defining his duties in the project development which shall include but not be limited to securing dock permits, building permits, hotel leases, restaurant leases, engineering services, architectural services and any other service deemed necessary and appropriate to complete the conceptual plan for Warpath Landing. If Ballard is unable to obtain the Marina and Dock permits per the conceptual plan the \$1,000,000.00 payment will be refunded, \$250,000.00 will be refunded within 90 days and the balance within 6 months after it is determined the permits cannot be obtained.
5. Thoennes and Thoennes III will execute an agreement with Warpath defining their respective duties, including but not limited to development work, execution of loan documents, assistance with proformas, assistance with obtaining permanent financing and other such service as may be appropriate.
6. Roberson agrees to provide the necessary capital to obtain long term financing on the project. Ballard, Thoennes and Thoennes III will not receive any dividend or distribution of profit until all capital contributions of Roberson have been repaid.
7. Ballard will not be required to sign any personal guarantees to obtain financing by the corporation.
8. The parties agree that it will be necessary at a subsequent date to execute additional documents to give full validity to this Agreement and that they will mutually cooperate with each other in that regard.
9. Ballard further represents and warrants that Warpath is in good standing and that he has authority to enter into this Agreement and that Warpath has no liabilities outstanding.

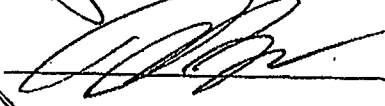
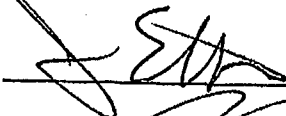
WJR
D.F.B.
H.B.

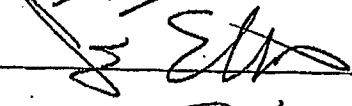
10. This Agreement shall be binding on the parties hereto, their heirs, successors and assigns.

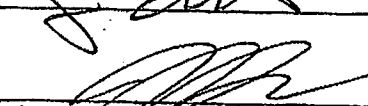
11. No part of this Agreement may be assigned without written consent of all parties.

In witness whereof the parties have set their had and seal the day first above written.

WITNESSES:

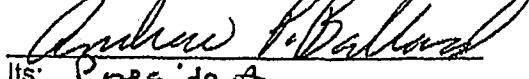




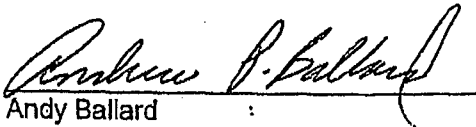


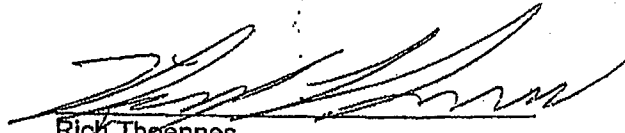


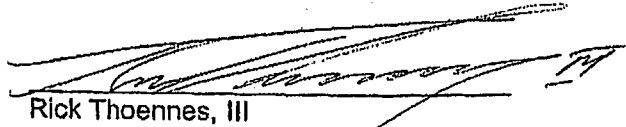


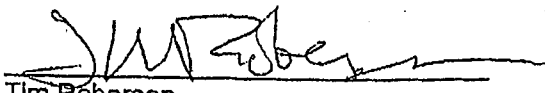
Warpath Development, Inc.


Its: President


Andy Ballard


Rick Thoennes


Rick Thoennes, III


Tim Roberson

STATE OF SOUTH CAROLINA)
)
COUNTY OF PICKENS)

PUBLIC ACCESS AREA
LEASE AGREEMENT



Site: 007641
Land Unit: 0057616
Project No. 007641-203933

THIS LEASE ("Lease") is made this 03 day of Jan, ~~2006~~ 2007 between **DUKE ENERGY CAROLINAS, LLC** ("Duke"), a North Carolina limited liability company ("Lessor"), and **WARPATH DEVELOPMENT, INC.**, a South Carolina corporation ("Lessee");

WITNESSETH:

WHEREAS, Lessor has been licensed by the Federal Energy Regulatory Commission ("FERC") to operate the Keowee-Toxaway Hydroelectric Project (FERC NO. 2503) (the "Project"), which impounds the waters of the Keowee and Seneca Rivers, including Lake Keowee in South Carolina, and which Project is subject to regulatory oversight by the FERC; and,

WHEREAS, Lessee desires to lease a portion of said Project property on Lake Keowee located at the Warpath Landing Public Access Area for the purpose of constructing and maintaining a public park and/or public recreational area; and

WHEREAS, all of said Project property to be leased has been designated as "Public Access Areas" under the terms of Lessor's FERC License; and

WHEREAS, Lessor desires to accommodate Lessee's construction, operation and maintenance of a public park and/or public recreational area upon the Project property to be leased while at the same time not interfering with Lessor's ability to operate and maintain the Project in accordance with its license, other FERC requirements, and its business operations; and,

WHEREAS, Articles 5, 18, and 47 of the FERC license for the Project grant Lessor (as licensee of the Project) the authority to grant permission for certain types of use and occupancy of Project lands and waters and to convey certain interests in Project lands and waters for certain types of use and occupancy provided the proposed use and occupancy is consistent with the purpose of protecting and enhancing the scenic, recreation, and other environmental values of the Project.

NOW, THEREFORE, Lessor, for and in consideration of the covenants and leases hereinafter expressed, to be kept and performed by Lessee, hereby leases to Lessee and Lessee hereby leases from Lessor, the sixty-three (63) acres of Pickens County / Warpath Development, Inc. Access Area

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property located in Pickens County, South Carolina, shown on the map attached hereto as **Exhibit A** and incorporated herein by reference (the "Leased Premises"), pursuant to the following terms and conditions:

1. **Term:** This Lease shall begin on the ____ day of _____, 2006, and shall terminate on the 1st day of September, 2046 except that if Lessee is in full compliance with all the terms of this lease, as determined by Lessor, the Lease shall be automatically extended consistent with the terms of any extension of the current FERC license and upon such additional terms as agreed upon by both parties. Lessor may terminate this lease at any time if directed to do so by the FERC or its successor agency. Lessor may also terminate this lease pursuant to Paragraph 29 herein.
2. **Disclaimer of Warranties of Conditions:** Lessee accepts the Leased Premises "AS IS". Lessor makes no warranties or representations as to the condition of the Leased Premises or any improvements thereon, whether open and obvious or concealed. Lessor makes no representation or warranty, express or implied, and will bear no responsibility as to the existing or future water quality or quantity in Lake Keowee or its tributaries or the sufficiency or suitability of the Leased Premises for use as a public park and or public recreation area.
3. **Rent and/or Other Consideration:** In lieu of rental payments to Lessor, Lessee shall pay directly to Pickens County, South Carolina ("Pickens") the sum of Twelve Thousand Dollars (\$12,000) annually, in advance, for each of the initial five years of the Lease term, to be used by Pickens County exclusively to supplement County funding to support public recreation on Lake Keowee, provided however, that Lessee is exempt from such payment for the initial two years of the Lease, which two year period shall begin with Lessee's marina permit approval and issuance by South Carolina Department of Health and Environmental Control ("SCDHEC"). Specifically, these funds shall be used to supplement County funding in support of operations, maintenance, and capital improvement activities at Mile Creek Access Area, Crow Creek Access Area, and other public recreation facilities for which Pickens County is responsible that are also within or adjoining the FERC Project Boundary ("Public Access Areas"). At the conclusion of each five year period of the Lease, Duke, Warpath and Pickens County shall renegotiate and recalculate the amount due to Pickens County under this section by taking the existing sum for the period, and increasing it by five percent (5%) and/or other consideration terms for an additional five year period, based upon changes in the costs for operation and maintenance of the Public Access Areas. The Rent and/or other consideration flowing from Lessee to Pickens County may be in the form of an annual lump sum payment, in-kind services (provided they are approved in advance by Pickens County), or a combination of the two, which will be allocated by Pickens County exclusively to support public recreation on Lake Keowee.
4. **Permitted Uses:** The Leased Premises shall be used by Lessee for development, operation and maintenance of public park and/or public recreational area as shown on and described in the Conceptual Plan submitted by Lessee, which is attached hereto as **Exhibit B** and incorporated herein by reference and for no other purpose unless it is a compatible

Pickens County / Warpath Development, Inc. Access Area

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use, such as the provision of recreation related goods and services, which may be permitted on site when authorized in advance, in writing, by Lessor. Any public park and/or public recreation area may include, but is not limited to, the following types of development:

- a. **Public Park or Recreation Areas** - Areas that have developed recreation facilities, such as picnic tables, and pavilions; nature centers or wildlife viewing areas; pedestrian, bike or horse trails; swimming beaches and bath houses; restrooms; boat launching ramps and fishing piers, primitive and developed campgrounds, cabins, and hotel lodging; conferencing facilities; park stores and restaurants; marinas with wet slips, dry stack storage, waste pump out facilities and gas sales (land or water); maintenance and related structures or facilities that directly support park operations and maintenance; living quarters for park personnel; and other related outdoor recreation facilities or amenities; or
- b. **Nature Preserve/Research Areas** - areas that provide land and promote the development of cooperative partnerships to enable preservation activities, conservation easements and/or research.

Lessor agrees to assist Lessee in its efforts to secure proper permits and certification to effect its Conceptual Plan and further agrees to provide proper and reasonable documentation upon request by proper parties to assist Lessee in obtaining same. Lessor and Lessee further agree that if Lessee is denied permits, or for reasons beyond its control cannot acquire permits or proper certificates to proceed with its Conceptual Plan, Lessee may at its option and by providing written notice to Lessor, cancel this Lease without incurring liability to Lessor.

5. **Public Use of Facilities, User Fees and Hours of Operation:** Use of any and all public park and public recreation area facilities, including such public service/convenience facilities as restrooms, water faucets, public communications equipment, trash receptacles, etc., constructed or placed on the Leased Premises by the Lessee shall be available for use by all members of the public during the times specified in "**Exhibit C: Hours of Operation and User Fees,**" a copy of which is attached hereto and incorporated herein by reference. Lessee shall not implement a specific user fee for public boat launching. Lessee agrees that Lessor's employees, third party contractor employees, local law enforcement officials, local environmental and public health officials, and local emergency response crews operating in his/her official capacity will be exempt from all nominal user fees. Any proposed changes in the schedule of user fees or hours of operation by the Lessee must be submitted in writing to the Lessor for approval at least sixty (60) days prior to proposed implementation. The proposed changes shall not be implemented until Lessee receives written approval of the proposed changes from the Lessor. Contracts or subleases with third parties regarding the sale of goods or services on the Leased Premises must be submitted to Lessor at least sixty (60) days prior to proposed implementation and shall not be executed until Lessee receives written approval of the contracts or subleases from the Lessor.

Lessee agrees to submit an Annual Operational Report in the form of Exhibit D, attached hereto and incorporated herein by reference, to assist Lessor in its FERC reporting requirements.

6. Conceptual Plan: Lessee has submitted a Conceptual Plan to Lessor for Lessor's approval which includes both a narrative and graphic description of all facilities to be constructed on the Leased Premises, the construction schedule including any planned phasing, and projected completion dates. Lessee shall not revise the Conceptual Plan, including the construction phases and/or schedule, without the prior written approval of Lessor, which may be granted or denied in Lessor's sole discretion. Major additions or modification will typically require review by other government regulatory agencies and may require FERC approval.

Should FERC require additional recreation facilities to be located at the Leased Premises during the Lease term, Lessor shall arrange a meeting with Lessee to determine what facilities must be added, where the facilities can be added, an estimated cost for adding the facilities, and the timing for construction of the additional facilities. Lessor and Lessee will then evaluate their available resources to determine how and when the required additional recreation facilities will be constructed, and if those resources will be in dollars, 'in kind' services or a combination thereof. A revised Conceptual Facilities Plan will be developed based on the results of the meeting. Once the Lessee and Lessor are in agreement with the revised Conceptual Plan, the parties will enter into a revised lease.

7. Joint Annual Inspection: Lessor and Lessee shall perform a joint annual physical inspection of the Leased Premises each year for the term of this lease, to ensure the Leased Premises are being operated and maintained to acceptable standards.

8. Entry by Lessor: Lessor, its agents and representatives, may enter the Leased Premises at all reasonable times, to examine the same, and any such entry by or on behalf of Lessor shall not be or constitute an eviction, partial eviction or deprivation of any right of Lessee and shall not alter the obligations of the Lessee hereunder or create any right in Lessee adverse to the interest of the Lessor.

9. Maintenance: Lessee shall, at its sole expense, maintain all existing and new improvements located within the Leased Premises in good repair, including, but not limited to, maintenance of those facilities listed in the Conceptual Plan (Exhibit B), any required navigation safety devices, and erosion control structures within the Leased Premises and along the shoreline. In the event Lessee fails to properly maintain such improvements and facilities, Lessor may terminate this lease and retake possession of the Leased Premises, as set forth in Paragraph 30.

10. Signage: Lessor shall prescribe all information required by Lessor's FERC License for entrance and regulation signs, and Lessee shall fabricate, erect and maintain all said signs in accordance with such requirements.
11. Illegal and Prohibited Uses: Lessee shall not make or permit to be made any illegal or prohibited use of the Leased Premises or any use thereof constituting a public nuisance, shall keep the Leased Premises in a neat and orderly manner, and shall comply with all applicable building codes and health regulations and rules and regulations of any and all applicable government authorities. All water and sanitary sewer facilities shall be designed, installed, constructed, maintained and operated only with the approval of the applicable government authority. Prohibited uses under the terms of the Lease include but are not limited to the following:
- a) Sale of drugs or other illegal controlled substances;
 - b) Gambling (e.g. installation of video gaming machines that pay off);
 - c) Creation or installation of firearm or shooting ranges;
 - d) Limiting facility access to predetermined user groups (for example, only slip owners may use the restroom facilities).
12. Fire Protection: In the event of a fire within or threatening to any facility or adjacent lands within the Leased Premises, Lessee agrees to assist Lessor with the protection of the park or recreation area against such fire.
13. Approval by FERC: This Lease is subject to the review and approval of Federal, State, and local agencies and FERC prior to execution.
14. Portions of Leased Premises Subject to FERC Oversight: As to those portions of the Leased Premises designated as Public Access Areas under the terms of Lessor's license for the Project and being shown and designated "FERC Project Area" on the FERC Keowee Toxaway Development Plans, Lessee agrees that its use of the Leased Premises will comply with FERC Order No. 313, a copy of which is attached hereto as **Exhibit E** and incorporated here in by reference, and all regulations or directives issued by the FERC. Lessee's use of the aforesaid lands will not endanger health or safety, create a nuisance or otherwise be incompatible with the overall recreational use of the Keowee Toxaway Hydroelectric Project FERC Project No. 2503. Failure by Lessee to maintain and operate the FERC required facilities and areas of the Lease Premises to the standards reasonably required by the FERC shall constitute a default under the terms of this lease pursuant to Paragraph 29.
15. Compliance with State, Federal and Local Laws: Lessee agrees that its use of the Leased Premises as here provided will be consistent with all FERC orders and regulations regarding recreation opportunities and development licensed projects, and all other applicable state, federal and local laws as well as all ordinances, rules, regulations and

Pickens County / Warpath Development, Inc. Access Area

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sanctions of any regulatory body or governmental agency (state, federal or local) having jurisdiction in the Leased Premises. Lessee's use of the Leased Premises will comply with all applicable Duke Shoreline Management Guidelines and will not endanger health or safety, create a nuisance or otherwise be incompatible with the overall recreation use of the Project. Upon request by Lessor, Lessee shall re-enter the Leased Premises at any time after the termination or expiration of this Lease and perform such operations necessary for compliance with then applicable law, ordinances or regulations in force as of the termination date. Lessee shall be relieved of any responsibility for compliance under this Paragraph 15 if during the Lease term Lessor causes noncompliance by changing conditions upon the Leased Premises, including but not limited to, land use patterns, or causing or allowing any third party to do so.

16. Protection of Environment: All necessary precautions shall be taken during construction and subsequent operation and maintenance of all facilities to protect and enhance the scenic, environmental, recreational and cultural values of any affected lands and waters of the Project.

17. Archaeological Resources: If any archaeological resources are discovered during construction or maintenance activities, such activities shall be halted and the State Historic Preservation Officer shall be contacted to determine what measures, if any, are needed to protect or salvage the resources and Lessee shall notify the Lessor. Written notice shall be given to Lessor and all other appropriate agencies of any such discovery and the measures being implemented, if any are required.

18. Watercraft: Lessee shall require that any watercraft more than twenty (20) feet in length or more than ten (10) feet in width moored within or attached to the Leased Premises must have affixed thereto a certification label indicating that same was manufactured in compliance with the Federal Boat Safety Act of 1971. Excepted from this requirement are watercrafts in safe condition manufactured prior to the effective date of the Federal Boat Safety Act of 1971.

19. Sanitation: Lessee must install a commercially manufactured marine sewage pump-out system if the Lessee permits any one of the following: 1) the sale of boat fuel within the project boundary; 2) a total number of boat docking locations greater than or equal to sixty-five (65); or 3) the mooring of twenty-five (25) or more watercraft with Marine Sanitation Devices (MSD's) with a fixed holding tank. The Lessee may be exempted from this requirement if Lessee provides written documentation from a state or local agency having jurisdiction regarding waste disposal that the facility cannot be permitted to dispose of waste collected from watercraft to the satisfaction of applicable regulations. Lessee shall maintain sanitation facilities as a regular and customary service for pump and or deposits of waste.

20. Utility Easement: Lessor for itself, successors and assigns, reserves the right and, privilege to build, construct maintain and operate electric distribution and/or transmission lines on, over, and above the Leased Premises, and to erect

Pickens County / Warpath Development, Inc. Access Area

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construct, reconstruct, replace, maintain and use towers, poles, wires, cross arms and other appliances and fixtures for the purpose of transmitting or distributing electric power, for Lessor's communication purposes, and for any other purpose that is, in Lessor's sole discretion, consistent with its business operations, together with the right to keep said lines, appliances, and fixtures free of structures, trees and other objects that may endanger or interfere with same. Lessor will notify and consult with the Lessee as to the plans for the construction of any buildings or structures to be placed within the Leased Premises, necessary to conduct Lessor's business.

21. Reservation of Use: The right to use the Leased Premises for Project purposes (not inconsistent with the activities and purposes of this Lease) is hereby reserved to the Lessor, its successors and assigns.

22. Reservation of Authority: No terms or conditions herein contained shall be construed as limiting or affecting in any way the authority of Lessor in connection with its exercise of proper protection and administration of the Public Access Areas or its FERC license.

23. FERC License Conflicts: This Lease is subject to the terms and conditions of the license issued by the FERC for the Project. In the event of any conflict between the terms and conditions of this Lease and the terms of the license, it is agreed that the terms of the license shall prevail.

24. Transfer or Assignment: The Lessee may not transfer or assign this Lease or sublease the whole or any part of the Leased Premises to any third party or parties without the prior written consent of the Lessor. Lessor understands and agrees that Lessee may sublease portions of the Leased Premises for facility development, operation and/or maintenance, and hire third parties to manage certain facilities, in accordance with the Conceptual Plan (Exhibit B) as provided in Paragraph 5 herein. However, Lessee will at all times be considered as owner of the facilities and the entity ultimately responsible for construction, operation, and maintenance of the facilities described in the Conceptual Facilities Plan, and no sublease or assignment hereunder shall diminish Lessee's responsibility to Lessor hereunder.

25. Taxes and Assessments: Lessee shall be responsible for all ad valorem property taxes (real or personal) or payments in lieu thereof as may be due during the lease term on the Leased Premises and for any buildings or improvements thereon including the personal property of Lessee.

26. Insurance by Lessee: Lessee agrees that, at its own cost and expense, it shall obtain and maintain in force during the term of this Lease the insurance policies listed in Attachment 1, a copy of which is attached hereto and incorporated by reference as if more fully set forth herein, and shall require any subcontractors doing work on the Leased Premises to obtain and maintain in force the requirements of Attachment 1, Items 5 and 6.

Pickens County / Warpath Development, Inc. Access Area

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27. Hazard Insurance: Lessee shall also, at all times during the term of this Lease, keep all improvements which are now or hereinafter a part of the Leased Premises insured against loss or damage by fire and the extended coverage hazards for one hundred percent (100%) of the full replacement value of such improvements. Any loss adjustment shall require the written consent of both Lessor and Lessee. In the event any improvements upon the Leased Premises shall be damaged or destroyed by fire or other casualty, then Lessee shall promptly restore same to the condition existing before such loss or damage.

28. Hazardous Materials: Lessee shall comply with the following:

a) Lessee shall not bring to or handle, store, dispense, transport or locate on or about the Leased Premises any chemical substances, asbestos, oil, gasoline, other petroleum products, formaldehyde, PCBs, or any toxic, carcinogenic, radioactive or hazardous wastes, materials, substances or contaminants (known collectively "Hazardous Materials"), without Lessor's prior written authorization.

b) While handling, transporting or storing any Hazardous Materials on or about the Leased Premises, Lessee shall act in full compliance with all applicable federal, state and local laws, ordinances and regulations.

c) Lessee shall give Lessor immediate written notice of any problem, spill, discharge or threatened discharge of, or relating to, Hazardous Materials on or about the Leased Premises, and of any private or governmental investigation relating to Hazardous Materials on or about the Leased Premises. Lessor shall have the right to participate in and approve any environmental assessment or environmental clean-up plan for the Leased Premises.

d) Lessee, its employees, agents and contractors, shall fully cooperate with any and all federal, state and local governmental officials having jurisdiction over the Leased Premises in resolving any environmental problem.

e) Lessee's failure to comply strictly with the provisions and mandates of this Paragraph shall constitute a breach of this lease, entitling Lessor to terminate this lease and to exercise any other rights and remedies available to Lessor hereunder or otherwise.

29. Default: The following events ("Events of Default") shall be deemed to be events of default by Lessee under this Lease:

a) If Lessee shall fail to pay any sum of money payable hereunder on the date the same is due and such failure shall continue for a period of sixty (60) days after due written notice thereof to Lessor; or

b) If Lessee fails to comply with any term, provision or covenant of this Lease other than the payment of any sum of money, and shall not cure such failure within sixty (60) days after due written notice thereof to Lessee; provided, however, if Lessor, in its sole discretion, determines that such failure

cannot be cured within sixty (60) days, Lessee shall be in default under this lease if Lessee fails to commence to cure such failure within the same sixty (60) day period or thereafter fails to act to diligently and promptly cure such failure; or

c) If Lessee voluntarily discontinues or voluntarily ceases to use the Leased Premises and the Improvements for the permitted use or closes its operations on the Leased Premises for any period greater than ninety (90) days; or

d) If Lessee falls behind schedule on the construction of facilities approved as part of the Conceptual Plan (**Exhibit B**) and fails to notify Lessor and follow the requirements set out in this Lease; or

e) Any other event of default specifically addressed in the paragraphs contained herein.

Upon the occurrence of an Event of Default hereunder, Lessor shall be entitled to pursue any one or more of the following remedies without notice or demand:

- a) Terminate this Lease and Lessee's right of possession of the Leased Premises in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to or any other remedy which it may have for such Event of Default, enter upon and take possession of the Leased Premises, and expel or remove Lessee and any other person or entity who may be occupying the Leased Premises or any part thereof, by force, if necessary, without being liable for prosecution or any claim for damages therefore;
- b) Without having terminated this Lease, terminate Lessee's right of possession of the Leased Premises, by force, if necessary, without being liable for prosecution of any claim for damages therefore, and perform Lessee's obligations under this Lease, and Lessee shall reimburse Lessor upon demand for any expenses which Lessor may incur in effecting compliance with the terms of the lease and Lessor shall not be liable for any damages resulting to Lessee from such actions;
- c) Bring suit for the collection of any amounts for which Lessee is then in default, or for the performance of any other covenant or lease by which Lessee is bound, with or without entering into possession or terminating this Lease.
- d) In the event Lessor elects to terminate this Lease by reason of the occurrence of an Event of Default, this Lease shall terminate and come to an end as if that were the date originally fixed herein for the expiration of the Term hereof. Notwithstanding such termination, Lessee shall be liable for and shall pay to Lessor all indebtedness accrued hereunder to the date of such termination
- e) In case of any Event of Default or breach by Lessee, Lessee shall also be liable for the costs of removing and storing Lessee's or any other occupant's personal property; and all expenses incurred by Lessor in enforcing or defending Lessor's rights and/or remedies, including reasonable attorney's fees.

It is expressly agreed and understood that violation of any of the covenants, conditions, terms or provisions of this Lease by Lessee shall terminate this Lease at the option of the Lessor. Failure of Lessor to exercise any of said rights of Lessor under this Lease shall not be construed as a waiver or abandonment of the right thereafter to exercise any or all of same. In the event that the Lessor terminates this Lease under any of the above written conditions, the Lessor may enter the Leased Premises and expel the Lessee there from; or the Lessor may, in lieu thereof or in conjunction therewith, pursue any other lawful right or remedy incident to the relationships created by this Lease. Lessor must give sixty (60) days' notice in writing to Lessee of its intent to terminate, except that only thirty (30) days' written notice shall be required for termination for nonpayment of rent or taxes. Lessee shall have the right to cure any violation during said sixty-day (or thirty-day, as the case may be) notice period, in which event Lessor may not terminate this Lease.

~~In the event that this Lease is terminated by Lessor for any reason other than those listed as "Events of Default"~~ above or expires, all buildings, improvements, fixtures and other items of real property shall become the property of the Lessor. Lessor, however, shall reimburse Lessee for its contribution to this Lease and its actual cost for all capital improvements, based on a life expectancy and depreciation schedule agreed to by Lessor and Lessee once the capital improvement total cost has been determined and a depreciation schedule has been developed and before the facilities have been installed on site. At the option of Lessor, Lessee shall remove all personal property within thirty (30) days of the termination or expiration of the Lease as directed by Lessor, Lessor may at its option retain and use any portion of same or remove and dispose of any portion of same without liability to Lessor and shall be reimbursed by Lessee for its cost thereof.

30. Surrender of Lease: The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof shall not work a merger and shall, at the option of Lessor, terminate all or any existing subleases or sub tenancies, or may at the option of Lessor, operate as an assignment to it of any or all such subleases or sub tenancies.

31. Condemnation: If the whole or any part of the Leased Premises is taken or condemned by any competent authority for any public use or purpose, then this Lease shall automatically terminate as to the portion taken as of the date said title shall be taken. If a portion of the Leased Premises shall be taken so as to render the remainder thereof unusable for the purpose for which the Premises were leased, then this Lease shall terminate as of the date said title shall be taken. In the event that any portion of the Leased Premises shall be taken or this Lease shall be terminated as a result of a taking of the whole or a portion of the Leased Premises, Lessee shall have no claim against Lessor for the value of any unexpired portion of the lease term. Lessor shall be entitled to the entire award given, including any special damages, except that, as to any portion of payment received by way of just compensation which is attributable to the value, if any, of any capital improvements, taken or damaged, Lessee shall be entitled to receive a pro-rata share thereof based on the percentage of

its funding contribution therein bears to the total capital costs thereof. In the event that either party should disagree with the valuation given within any award to any improvements taken or damaged, or be unable to agree between themselves as to such value, the parties agree to arbitrate such question of valuation and to apportion their award so as to separately set forth the contributing value, if any, of each improvement taken or damaged.

32. Severability: The provisions hereof are independent covenants and should any provision or provisions contained in this lease be declared by a court or other tribunal of competent jurisdiction to be void, unenforceable or illegal, then such provision or provisions shall be severable and the remaining provisions hereof shall remain at Lessor's option in full force and effect.

33. Indemnity: Lessee covenants to indemnify and save harmless Lessor from and against any and all claims, liability, loss or damage, arising from any conduct, work or thing done under the terms of this Lease, to include injury or damage to any person or persons, including Lessor, or to the property of any person, or persons or corporations occurring on or within the Leased Premises which are the subject of this Lease, as the result of any activity of Lessee, its agents, employees, or any other person or entity under the direction of the Lessee, and for any protection, mitigation and enhancement measures or activities required by FERC or its successor agency in connection with the activities conducted by Lessee hereunder.

34. Limitation of Liability: Lessor and Lessee agree to warrant that any and all work performed within the Leased Premises will be performed with professional thoroughness and using acceptable standard business practices. Lessor's total cumulative liability to Lessee for claims of any kind whether based on contract, tort (including strict liability and negligence except for gross negligence or willful misconduct on part of Lessor), under any warranty or otherwise, for any loss or damage relating to this Lease, shall in no case exceed the cost of completing the work in accordance with acceptable business practice, and Lessee releases Lessor from all further liability in excess of this amount for any work performed under this Lease. Lessee further releases Lessor from any and all liability resulting from any injury of any employee of Lessee or anyone performing any service at the direction of the Lessee on the Leased Premises, excluding any acts of willful misconduct of the Lessor.

Neither party shall be liable, whether based on contract, tort (including negligence and strict liability), under any services or work performed relating to this Lease, for any consequential, indirect, special, or incidental loss or damage any damage (except to the extent damage resulted from willful misconduct) to or loss of any property or equipment.

This limitation of, or protection against liability shall also protect directors, officers, members, employees, agents, consultants, suppliers, subcontractors, parents, subsidiaries, and affiliates of the Lessor and shall apply regardless of the fault (excluding willful misconduct), gross negligence or strict liability of the respective party.

Lessee waives and will require its insurers to waive all rights to recovery and claims of any kind, including rights and claims to which its insurers or another may be subrogated, against Lessor arising out of damage to, loss of or loss of use of any Lessee's property, located on the Leased Premises, whether based on contract, tort (including strict liability and negligence except for gross negligence or willful misconduct on part of Lessor), under any warranty or otherwise. These waivers are effective as to all damages to or losses of use of property arising out of or relating to this Lease or deficiencies in the services provided hereunder and Lessee hereby covenants that no such action or claim shall be brought by or through Lessee on any theory whatsoever. In the event Lessee or its insurers recover damages from a third party for losses or damages to which the foregoing waivers apply, Lessee shall indemnify and hold Lessor harmless against any liability for any such losses or damages which said third party recovers from Lessee and any expenses (including attorney fees and other cost of investigation and defense) related hereto. **The limitation of liability in this provision shall apply notwithstanding any other provision of this Lease.**

35. **Flooding:** Lessor reserves the unlimited right to back or flood the waters of Lake Keowee and its tributaries from time to time and at any and all times over and upon the Leased Premises or any portion of the same, to such extent the flooding may be necessary in connection with the practical operation of its hydroelectric power plants located or to be located in the future upon the Lake Keowee. Lessor shall give Lessee as much notice as possible if flooding is necessary in order to give Lessee reasonable time to make proper arrangements and minimize loss. Lessee agrees that any damage it may suffer as a result of such flooding shall not be claimed or charged against Lessor. Lessee hereby waives all claims against Lessor for damages resulting from floods that may occur on the Seneca or Keowee Rivers or any tributary thereof.

36. **FERC Project Restoration:** Lessor shall be under no obligation to Lessee to maintain or continue to operate the Project and should said Project be damaged, destroyed or removed, the Lessor shall be under no obligation to restore or rebuild same, and Lessee hereby waives all claims against Lessor for damages to or destruction or removal of the Project.

37. **Parties Bound:** The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer and sub-leasing, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto; provided, however, that neither this lease nor any provisions therein may be assigned by Lessee except with the prior written consent of the Lessor as provided in Paragraph 24.

38. **Survival:** Lessee's indemnity obligations under Paragraph 33 shall survive the termination or cancellation of this Lease and shall remain in effect.

39. **Recovery of Fees and Costs:** If any action is taken by Lessor to enforce any provision, covenant or agreement contained in this Lease or if Lessor is required to retain an attorney to enforce any provision, covenant or agreement

contained in this Lease (including, without limitation, the payment of rent due hereunder or the removal of any encroachment constructed on the Leased Premises in violation of the Lease), then Lessor shall be entitled to recover from Lessee all Lessor's reasonable attorneys' fees and court costs incurred in such action and/or enforcement.

40. Notices: Wherever in the Lease it shall be required or permitted that notice be given by either party to this Lease to the other, such notices must be in writing and must be given personally or forwarded by certified mail addressed as follows:

To Lessor: Duke Energy Carolinas, LLC
Lake Services, EC12Q
P.O. Box 1006
Charlotte, NC 28201-1006

To Lessee: Warpath Development, Inc.
P.O. Box 24234
Greenville, SC 29616

Such addresses may be changed from time to time by notice given hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this the day and year first above written.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

LESSOR

Duke Energy Carolinas, LLC,

Witness

Witness

By:

Name: George W. Christian, Jr.

Pickens County / Warpath Development, Inc. Access Area

APB_00089

Title: Manager, Real Estate Acquisitions and Valuations

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, ROBERT J. EARLEY, a Notary Public for said State and LINCOLN County, certify that George W. Christian, Jr. personally came before me this day and acknowledged that he is Manager, Real Estate Acquisitions and Valuations of Duke Energy Carolinas, LLC, a North Carolina limited liability company, , and that he, as Manager, Real Estate Acquisitions and Valuations, being authorized to do so, executed the foregoing on behalf of the limited liability company.

WITNESS my hand and official seal this 21st day of DECEMBER, 2006.

My Commission Expires: FEBRUARY 28,
2007

Robert J. Earley
Printed Name: ROBERT J. EARLEY
Notary Public

[NOTARIAL SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LESSEE

WARPATH DEVELOPMENT, INC.

By: Andrew P. Ballard
Name: Andrew P. Ballard
Title: President

Leann L. Cuvil
Witness
Trickia Fleming
Witness

Pickens County / Warpath Development, Inc. Access Area

APB_00090

STATE OF South Carolina
COUNTY OF Greenville;

ACKNOWLEDGMENT

This instrument was acknowledged before me this 3 day of January, 2006, by
Andrew P. Ballard (name of officer), as President
(title of officer) of Warpath Development, Inc., a South Carolina corporation, on behalf of the corporation.

WITNESS my hand and official seal this 3 day of January, 2006.

My Commission Expires: _____

~~My Commission Expires March 22, 2012~~

Stephanie Cohens

Printed Name: _____

Stephanie Cohens

Notary Public

[NOTARIAL SEAL]

12/18/2006

**Insurance Coverage and Limits For
Warpath Development, Inc.
ATTACHMENT A**

1. At its own expense, and without limiting its indemnity obligations under the Agreement, Lessee shall secure and maintain during the term of the Agreement the insurance coverages listed in Item #4, in accordance with this Agreement in forms and with insurance companies qualified to do business in all states where work will be performed. Required insurance (as described herein) shall be provided by companies that have a minimum A.M. Best Rating of A- VII.
2. All insurance shall have or be subject to the following terms and conditions:
 - a. Lessee shall deliver to Lessor certificates of insurance prior to work beginning. Certificates of each renewal of the insurance shall be delivered promptly after renewal. Acceptance of a certificate that does not comply with this Agreement shall not operate as a waiver of any of this Agreement's obligations.
 - b. The policies shall each contain a provision that coverages will not be cancelled, not renewed or materially modified unless at least thirty (30) days' prior written notice has been given but, in any event, if Lessee is aware of any such cancellation, reduction in coverage or non-renewal, Lessee shall provide written notice to Lessor of such action within five (5) business days of receipt of notice of any such action from its carrier.
 - c. Lessee shall name Lessor as an additional insured, using Insurance Services Office, Inc. (ISO) additional insured (CG 20 10) or equivalent, under all required policies of liability insurance. (except Worker's Compensation Insurance). All policies shall include waivers of any right of subrogation of the insurers using standard ISO forms.
 - d. All policies of insurance required hereunder shall be endorsed or shall otherwise provide that Lessee's insurance shall be primary with respect to their own acts or omissions and not be in excess of, or contributing with, any insurance maintained by Lessor.
 - e. Umbrella Insurance may be used to satisfy the limit requirements for Employer's Liability Insurance, Commercial General Liability Insurance, and Comprehensive Automobile Liability Insurance set out in Item #4 below. Such umbrella policy shall follow the form of those primary coverages, be in excess of those underlying policies without gaps in limits and provide coverage as broad as the underlying.
3. Lessee will be responsible for their own respective deductibles, self-insured retentions, and self-insurance under its insurance program. Should Lessee fail to provide or maintain any insurance required hereunder, Lessor may then obtain general liability insurance against any and all claims for injuries to persons or damage to property occurring on the Leased Premises, during the balance of the term of this Lease, in the amounts hereafter provided, whereupon Lessee shall reimburse Lessor annually within forty-five (45) days following Lessor's presentation to Lessee of copy of the invoice showing Lessor's premium for the current year.

APB_00092

**Insurance Coverage and Limits For
Warpath Development, Inc.
ATTACHMENT A**

4.	Coverage Type	Minimum Coverage Limits
a)	Workers' Compensation <i>Any Lessee who does not carry Workers' Compensation coverage must give Lessor a letter stating that they are exempt from the law and will hold Lessor harmless from all injury except those injuries resulting from Lessor's gross negligence.</i> Employers Liability	Must meet statutory requirements of each state in which the Services are to be performed and any other state in which Lessee operates. Each accident for bodily injury \$1,000,000 Policy limit for bodily injury by disease \$1,000,000 Each employee by disease \$1,000,000
b)	Commercial General & Excess Liability Insurance having standard coverages offered under an ISO form CG-00-01 (10/01) or equivalent. If ISO CG-00-01 (10/01) or equivalent is not used, the policy must include the following coverages: ▪ Premises – Operations; ▪ Products Liability/Completed Operations; ▪ Broad Form Property Damage; ▪ Contractual Liability (Broad Form) Including 3rd party coverage; ▪ Explosion, Collapse and Underground; ▪ Hazard and Personal Injury, with Employee Exclusion and Contractual Exclusion deleted.	\$2,000,000 per occurrence
c)	If vehicles will be used: Business Automobile & Excess Liability Insurance on ISO form (CA 00 01) or equivalent. Must include coverage for: ☐ Owned motor vehicles; ☐ Hired motor vehicles; and ☐ Other non-owned vehicles	Combined single limit of liability of \$1,000,000 per occurrence
d)	If Lessee will serve or sell alcohol at the Project property, Lessee will provide liquor liability coverage.	\$1,000,000 per occurrence

APB_00093

**Insurance Coverage and Limits For
Warpath Development, Inc.
ATTACHMENT A**

5. Upon Lessee contracting with an entity for the purpose of constructing any facilities on the Leased Premises, Lessor shall be named as an additional insured on all insurance policies (except Workers Compensation) covering the scope of such activity prior to the commencement of any activity by Lessee, its agents or contractors and shall include a waiver of any rights of subrogation of the insurers against Lessor. Any contractor or subcontractor performing work on property that is the subject of this Lease shall have in place prior to commencement of any activity and during the performance of any activity, the types of insurance and minimum coverage limits listed in Item #6 below.

6.	Coverage Type	Minimum Coverage Limits
a)	Workers' Compensation <i>Any Lessee who does not carry Workers' Compensation coverage must give Lessor a letter stating that they are exempt from the law and will hold Lessor harmless from all injury except those injuries resulting from Lessor's gross negligence.</i>	Must meet statutory requirements of each state in which the Services are to be performed and any other state in which Lessee operates.
	Employers Liability	Each accident for bodily injury \$ 500,000 Policy limit for bodily injury by disease \$ 500,000 Each employee by disease \$ 500,000
b)	Commercial General & Excess Liability Insurance having standard coverages offered under an ISO form CG-00-01 (10/01) or equivalent. If ISO CG-00-01 (10/01) or equivalent is not used, the policy must include the following coverages: ▪ Premises - Operations; ▪ Products Liability/Completed Operations; ▪ Broad Form Property Damage; ▪ Contractual Liability (Broad Form) Including 3rd party coverage; ▪ Explosion, Collapse and Underground; ▪ Hazard and Personal Injury, with Employee Exclusion and Contractual Exclusion deleted.	\$2,000,000 per occurrence
c)	If vehicles will be used: Business Automobile & Excess Liability Insurance on ISO form (CA 00 01) or equivalent. Must include coverage for: ☐ Owned motor vehicles; ☐ Hired motor vehicles; and ☐ Other non-owned vehicles	Combined single limit of liability of \$1,000,000 per occurrence
d)	Contractor's Pollution Liability Coverage	\$1,000,000 per occurrence

APB_00094

EXHIBIT A

Property Map

APB_00095

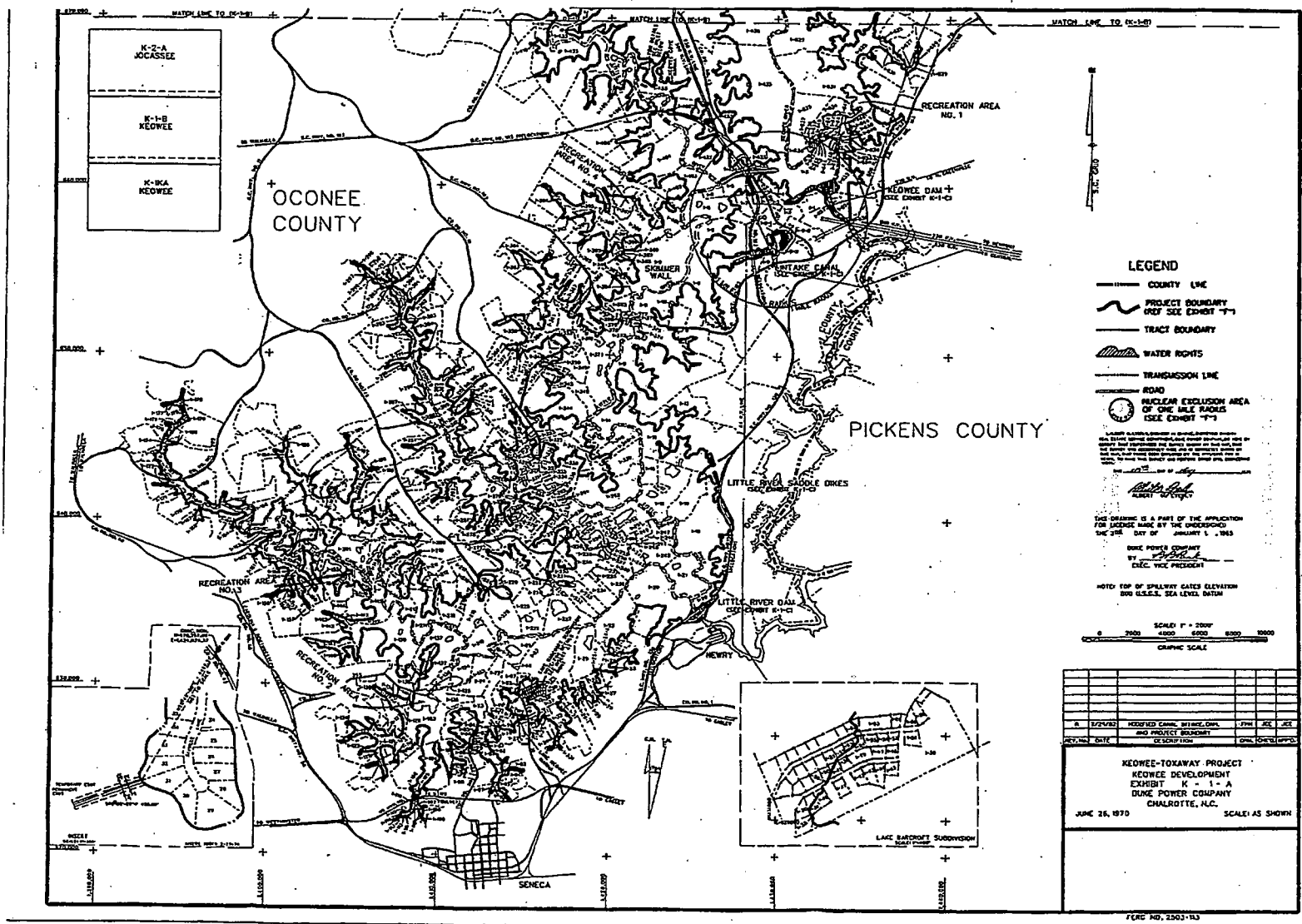


EXHIBIT R

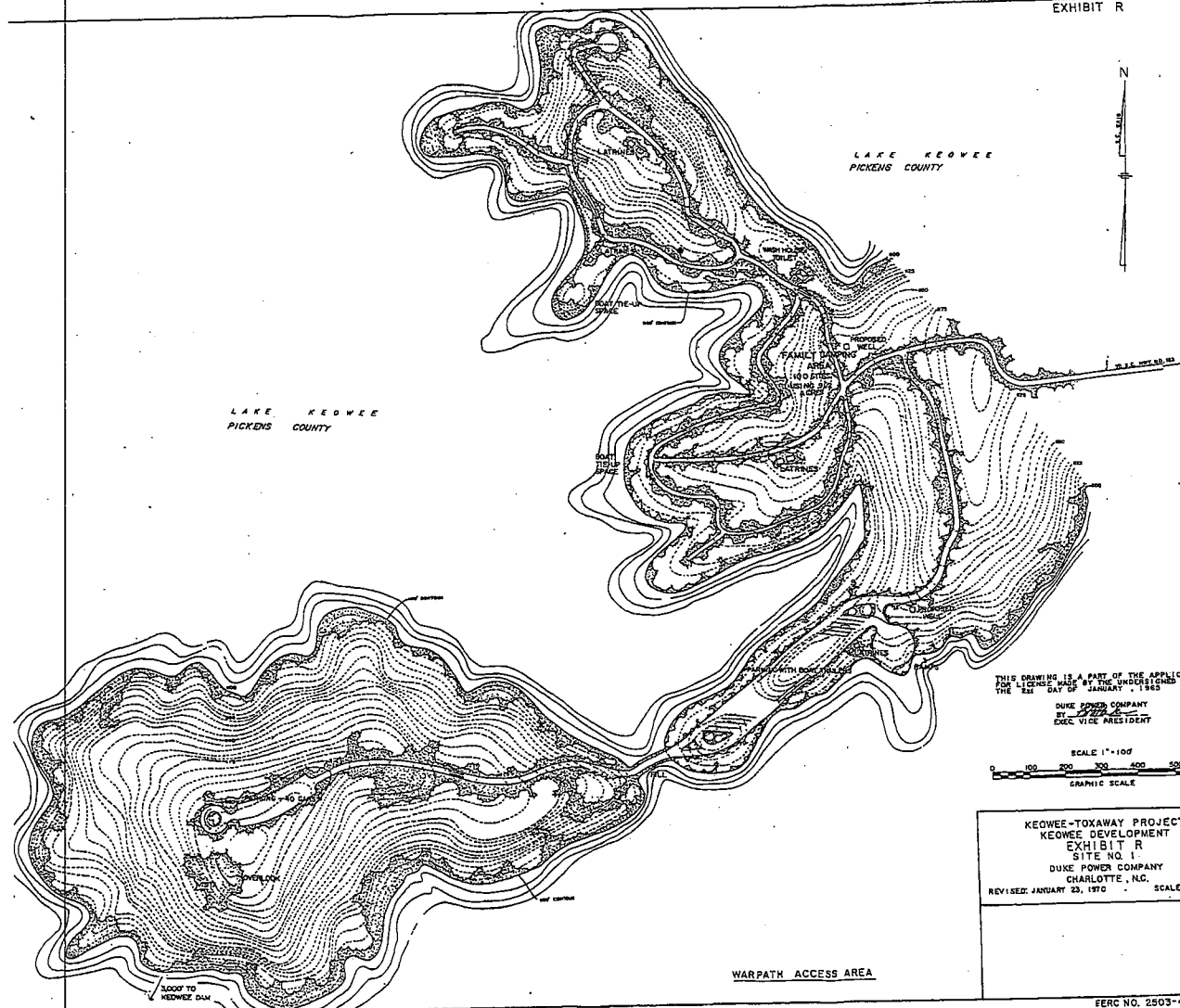


EXHIBIT B

CONCEPTUAL PLAN FOR WARPATL LANDING

APB_00098

Conceptual Plan
for

Warpath Landing

Public Access Area
for

Lake Keowee

Prepared by

The Ellis Group P.A.
220 N. Main St. Suite 325
Greenville, SC 29601
864.235.7464

APB_00099

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Introduction:

The proposed development is a preliminary plan for a 56 acre tract of property on the eastern shore of Lake Keowee in Pickens County, South Carolina.

The main objective of this proposal is to create an environment for many types of outdoor recreation that are related to the natural surroundings of Lake Keowee. This development would provide recreation opportunities for the general public, enhancing the quality of life for Pickens County residents as well as visitors. At present, such a facility is not available. This development would, therefore, create new tourism opportunities and consequently economic good for the area as well.

In reviewing this proposal it is important to understand that this is a preliminary study of the possibilities of the site. All consideration for whether permitting as required by all applicable agencies will be made throughout the process of the entire project. Naturally, the structures and amenities proposed would be subject to all local, state and Federal regulations.

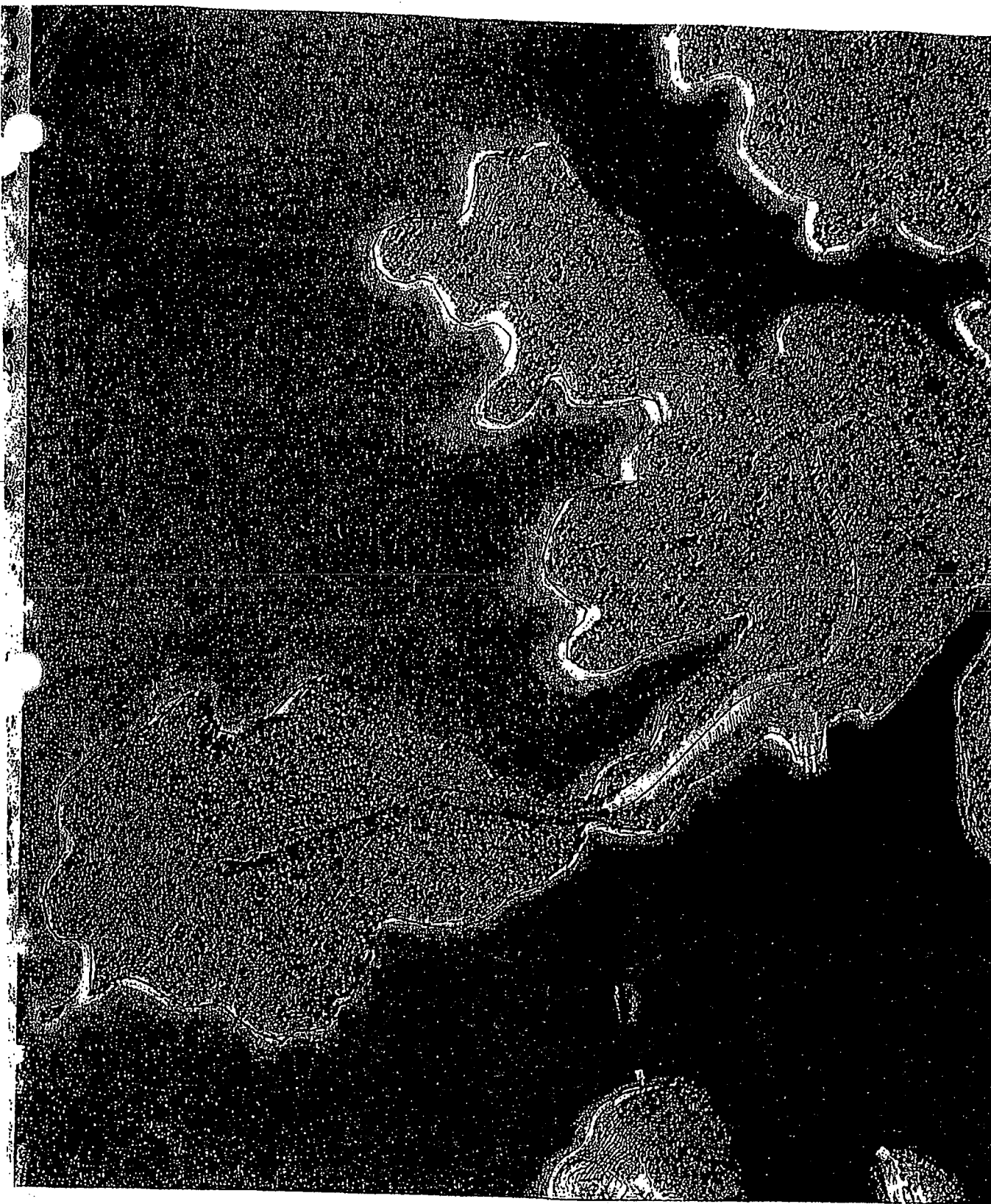
The Site:

The site of Warpath Landing features lovely views to the North, West, and South. The northern views are particularly exciting, with a spectacular view of the Blue Ridge Mountains. A primary design goal is to capture these views throughout the development. Additionally, it is the plan of the developer to respect the natural ecological environment of Lake Lanier in every way possible and to actually enhance the natural beauty of the site.

The site is heavily wooded, containing trees of many varieties. The terrain is fairly steep, varying in places to a more shallow grade. Another design goal is to utilize the contours of the site for recreation purposes to the fullest potential and thus offering several venues for recreation of varying nature.

Another design goal is to respect the history of this particular site. It is a unique history involving the Cherokee Indians, early American settlers as well as the British. In developing the future direction for the site, this proposal calls for consideration to retain a memory of the past history of this area.

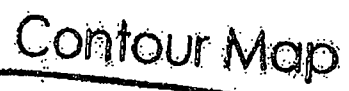
The following program considers these possibilities as well as the many practical considerations to create a place fully reflecting a flavor and character of Pickens County and this particular site. This project has the potential to enhance the quality of life for many people for generations to come.



Aerial Photograph

5

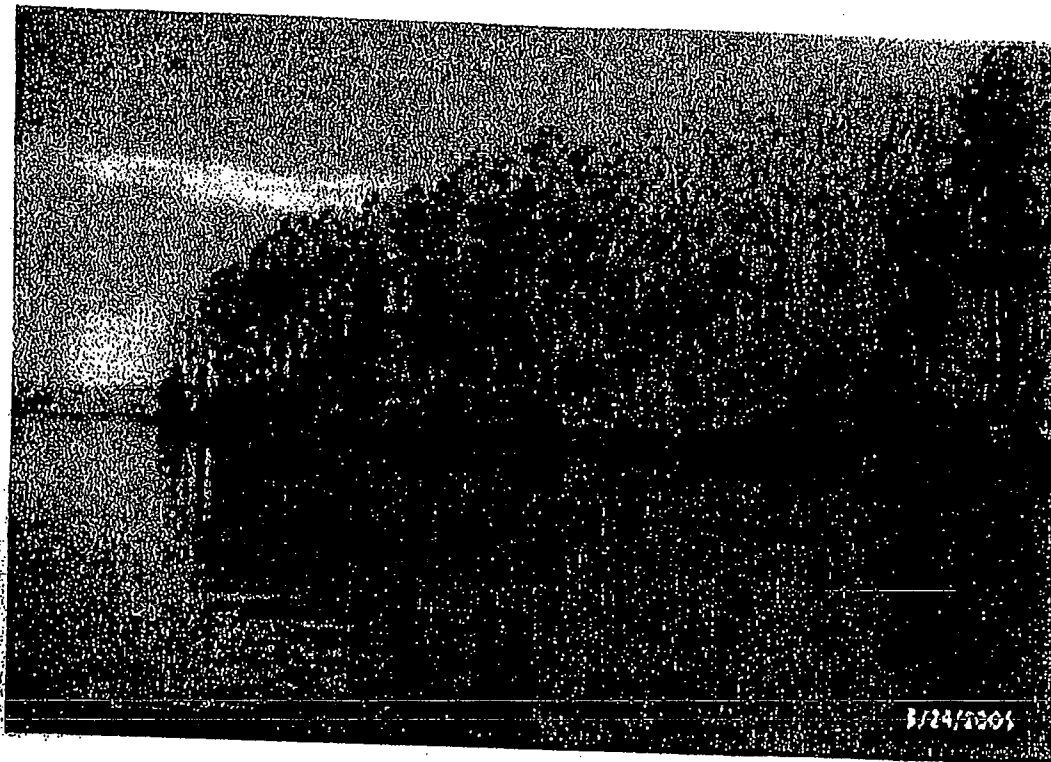
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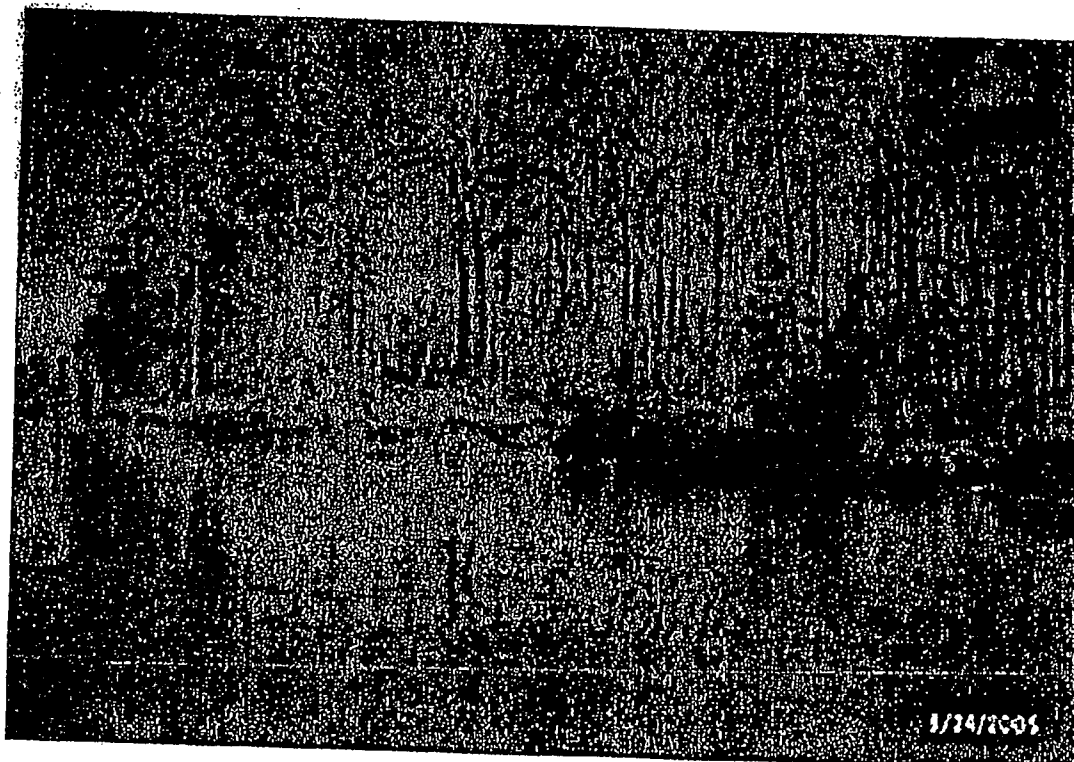
Contour Map

6

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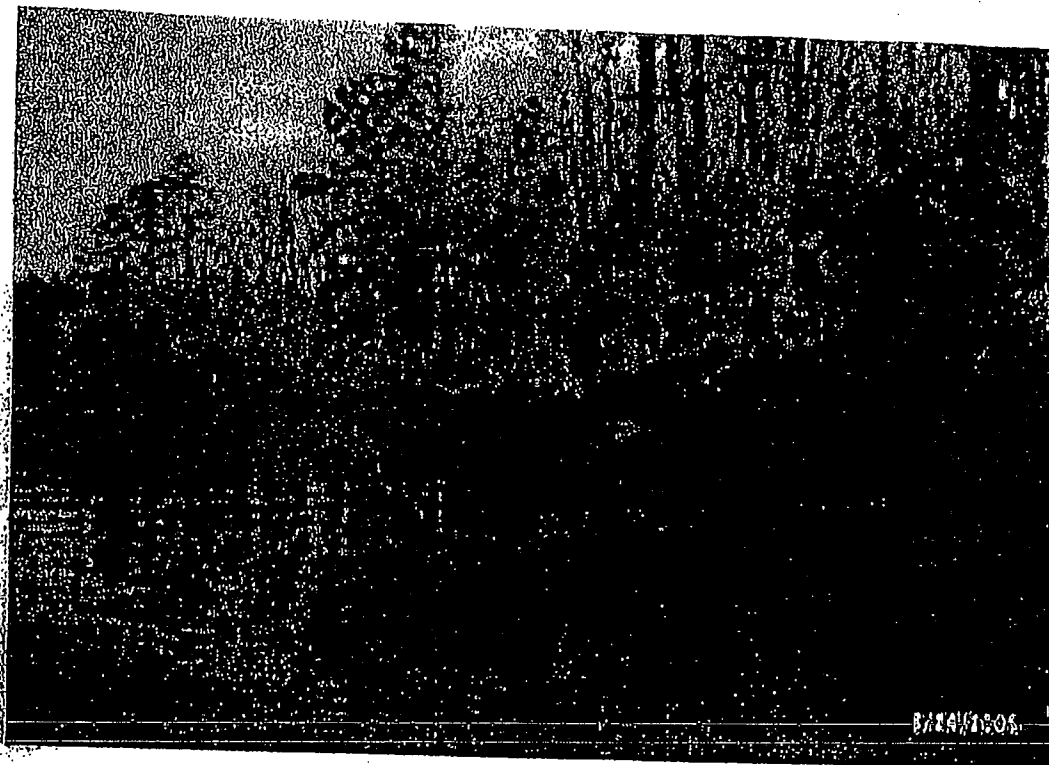


Looking North up Lake Keowee with
mountains in the background

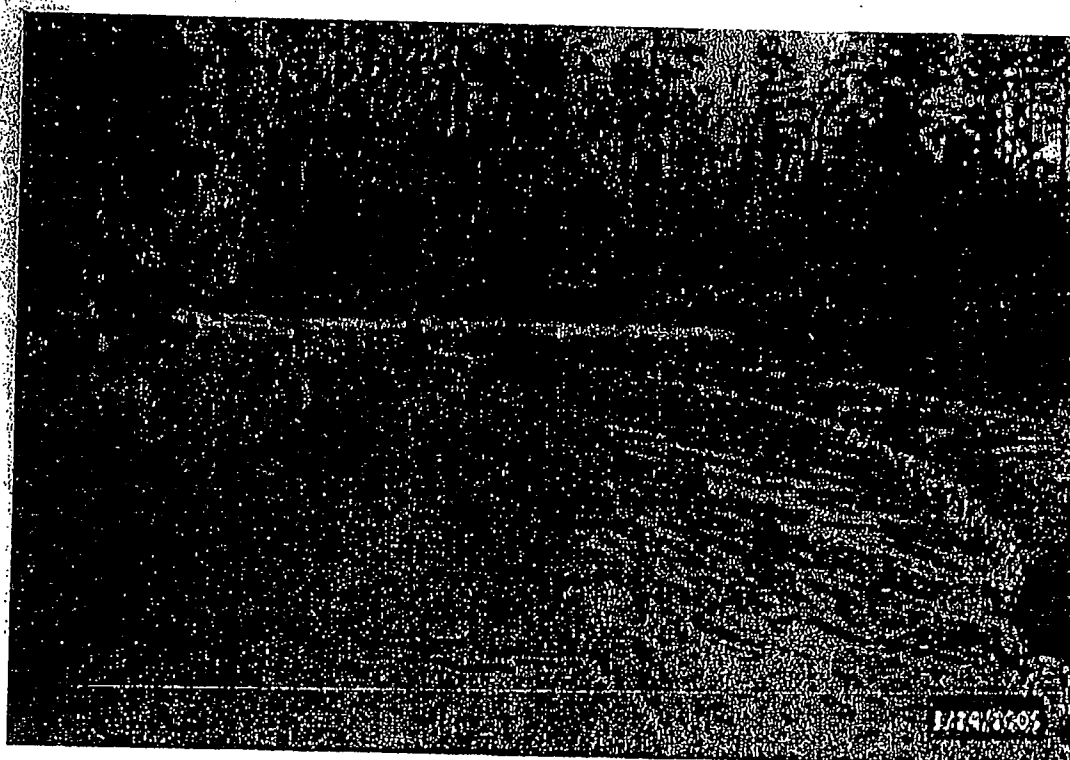


North towards camping peninsula

APB_00105

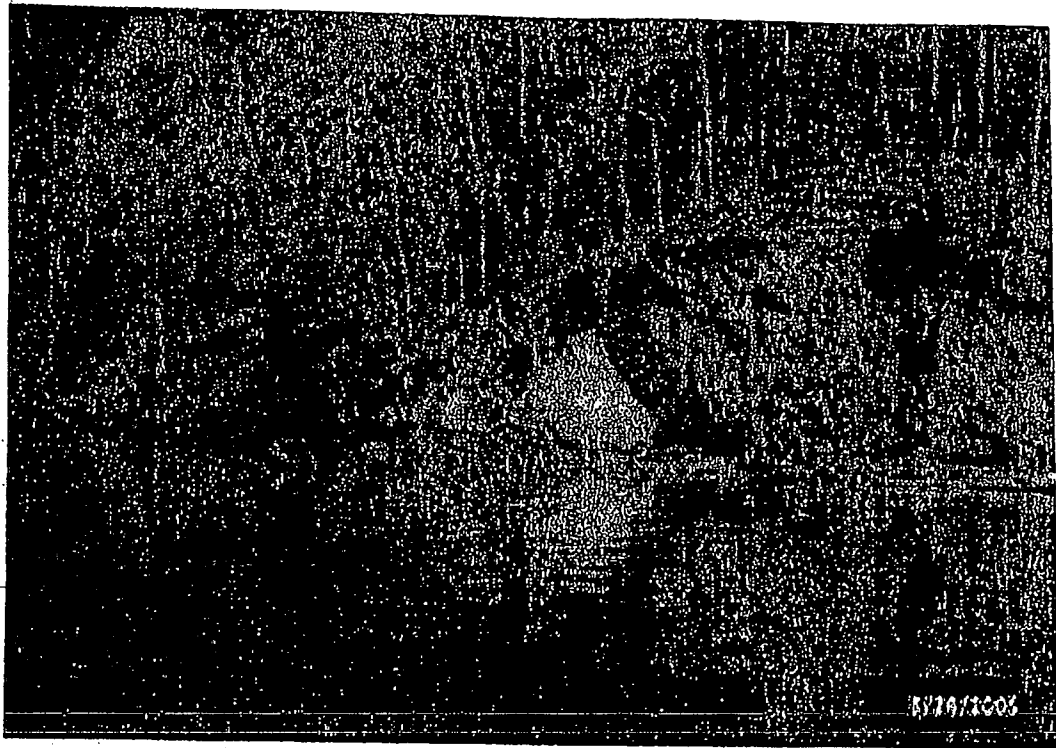


North by Marina Point
towards camping area

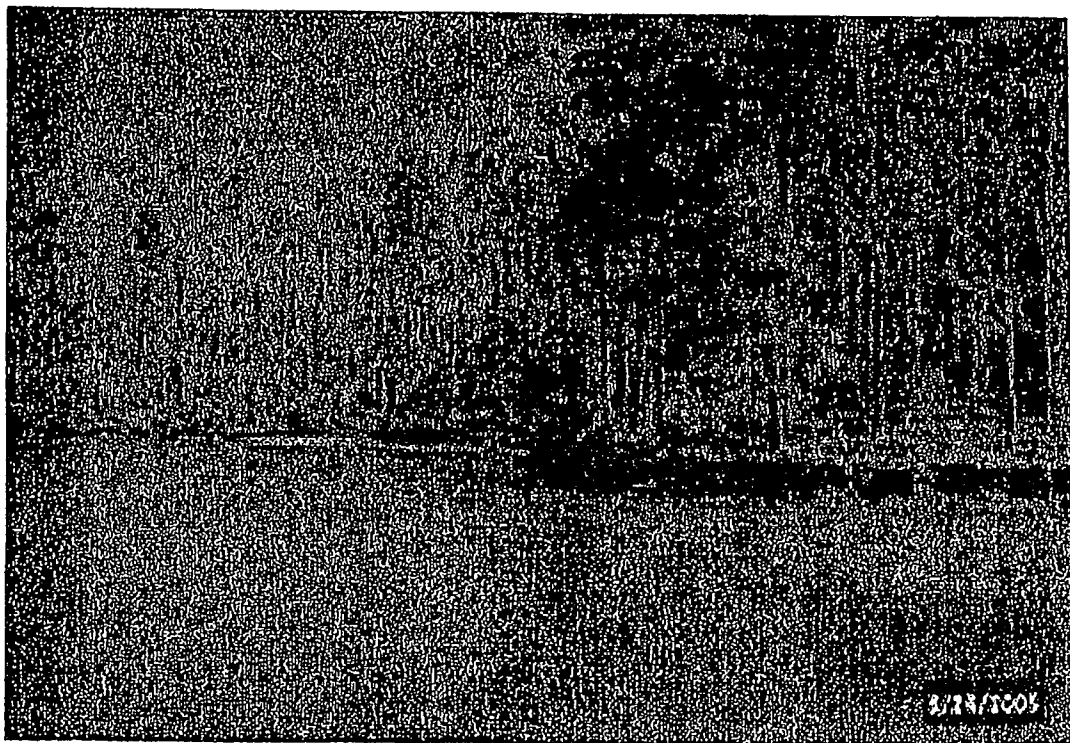


East towards swimming area

APB_00106



North towards Lodge area



North towards camping area

APB_00107

Historic Context:

A brief look at some features of this land and its first inhabitants brings some relevant information to the project. The Cherokee Indians lived along the river and bottom land which later became Lake Keowee. They thrived in the bottom lands from Virginia southward. They built their houses in villages, much like Early American settlers did. Villages were separated by day-long walks, houses were made of wood and stone, fields were planted, nuts and berries were gathered, game was cured, tobacco was smoked and the Cherokee people adhered to high ethical standards. "Fire", the center of life, became the Cherokee word for "home."

Rivers between the Cherokee mountains, fed by creeks running from all directions, flowed north and west into the Great River, the Cherokees' lifeline to other Indian cultures. A network of roads followed those rivers and streams to connect the Cherokee villages. Steep mountain gaps limited routing choices so Cherokee roads converged at certain gaps, just as roads do today in those mountains. Village chieftains lead and represented the people to the tribe as a whole. The people used the roads to trade and compete with other villages.

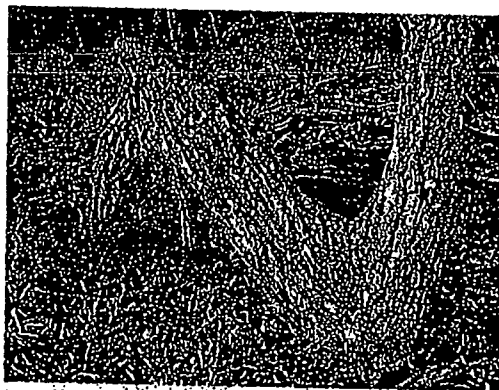
The installation of Prince George Fort and the arrival of the British had a great impact on the history of the area. Several Colonial, British, and Cherokee played a significant part in the history of the area. The following timeline gives a brief account of this history.

Indian Trail Trees, which are also known as bent trees, were once very prevalent in this area. The Indians native to this area, most often the Cherokee, are assumed to have used them to mark directions or trails to areas important to them. They took young saplings, bent them at a right angle perpendicular to the ground and pointing in the desired direction. They then tied them in this position. As the tree grew, the top portion would turn up toward the light but the segment that had been tied down would always point in a specific direction.

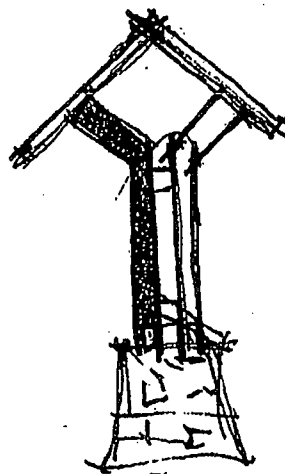
The trees were used to indicate different things. They might show a trail to a river or settlement. Some were used to indicate where natural springs were located. Sometimes they were used as message trees and were either

marked to indicate a message or had a hollowed out section where messages could be hidden.

This proposal calls for using the theme of "Indian Trail Trees" to mark areas along the nature/bike trail. Additionally, this idea is used as a recurring theme throughout the architecture of the development, articulating a unique form incorporated into the post and beam construction of the building form. Also, many of the names of places within the development have names influenced by this history.



Indian Trail Tree



Historic Timeline:

1540 - Cherokee have contact with De Soto expedition

1670 - The South Carolina Colony established

1670' s - Tribes acquire firearms

1684 - Treaty with South Carolina and Cherokee

1690 - Secretary of Colony, James Moore, ventures into Cherokee country looking for gold

1693 - Cherokee Chiefs visit Charleston demanding firearms for their wars against neighboring tribes.

1705 - North Carolina complains that the South Carolina governor' s trade of Native American slaves had so angered the tribes that the Indian War was inevitable.

1711 - 1713 - Cherokee aid the colony in driving out mutual enemy, the Tuscarora.

1715 - Combined tribes in the region threatened to wipe out South Carolina in a war that broke out. Peace was made with a large exchange of guns and ammunition for alliance with the colony.

1715 - Cherokee drive Shawnee northward out of the Cumberland River Region.

1721 - Cherokee sign treaty with South Carolina to systematize trade. One condition of the treaty established a fixed boundary between the Cherokee and the colony. This was the first land cession made by the Cherokee to the Europeans.

1730 - Seven Cherokee make the trip to London to meet with King George II. Atta Kulla Kulla was one of them.

1738 - Small pox was introduced to the Cherokee killing nearly half the tribe within a year.

1749 - South Carolina Independent Companies is formed replacing the disbanded General Oglethorpe's Regiment

1753 - 1768 - Fort Prince George was named for the Prince of Wales (later King George III) and served as the principal Carolina outpost in the Cherokee lower towns.

1754 - Treaty reaffirming the Cherokee alliance to the English is signed.

1755 - 1763 - French and Indian War. Cherokee would have sided with the French except for the dependence on trade with the English.

1757 - South Carolina Provincial Regiment is formed.

1759 - Thirty-two Cherokee spokesmen are held hostage at Fort Prince George. Chief Attakullakulla negotiates the release of Oconostota and two others. The remaining twenty-nine chiefs remained captives.

1760 - Cherokee lure Lieutenant Coytmore outside the walls of Fort Prince George and mortally wound him. The same day the remaining chiefs who are being held hostage are killed. Cherokee start a fight with South Carolina and push frontier line back 100 miles to the Edisto River.

1761 - Attakullakulla signs a treaty with South Carolinas colonial government.

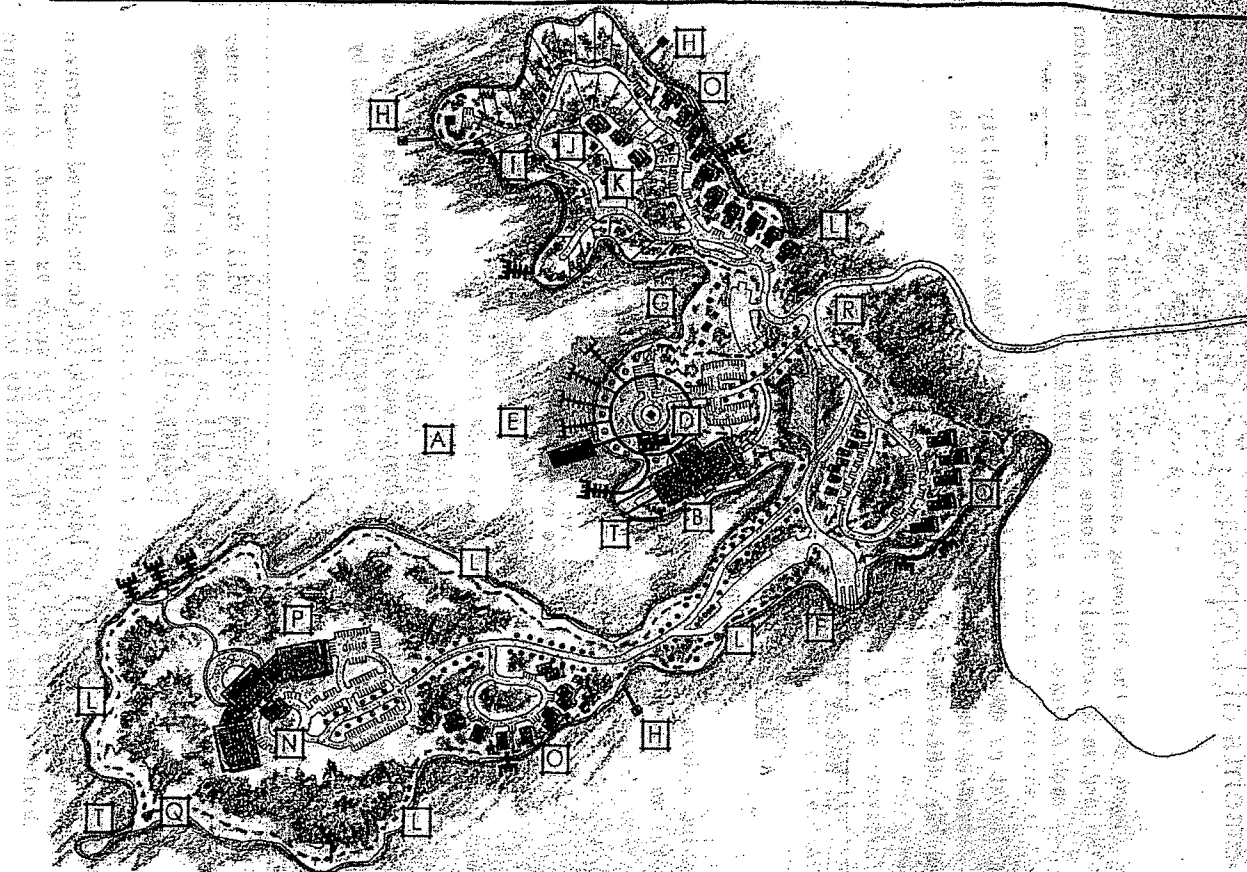
1775 - Cherokee sign the Henderson Purchase which ceded land north of Cumberland River and what is now Kentucky.

1776 - British invade Charleston and Cherokee once again attack colony.

1777 - Cherokee sign Treaty of DeWitt's Corner, which ceded nearly all of South Carolina except the northwestern corner, which is now Oconee County.

1790 - 16,000 people move into Greenville, Pickens, Oconee, and Anderson Counties. Cherokee and Creek make raids on South Carolina and Georgia. South Carolina establishes block houses along its northwest boundary for protection.

1816 - Cherokee sell the last of their South Carolina land to the colony.



SITE PLAN (MASTER PLAN)

1" = 300'-0"

Letters correspond to items on pages 12-18

Elements of Proposal:

- Please note the following features of the proposal are labeled on the site plan accordingly. Please review site plan to determine location of each feature.

Each element of this proposal will be planned with ADA accessibility features as an integral part of the design in all places where it is reasonably achievable.

c. Water related features

A. Marina

The marina will be located conveniently for public use and will provide a "courtesy dock" for short term "parking" as well as fueling. Though this proposal is preliminary, at the appropriate time a Spill Prevention Control & Countermeasure Plan will be provided.

Another service available to the public at the marina will be a marine sewage pump out service to the public at nominal charge.

Adjacent to the marina will be a shop for maintenance and repair of boats. Design considerations will be made for the possibilities of boats arriving both by water and by land.

B. Dry dock boat storage

The dry dock boat storage facility will store boats under cover year round and will be designed for 100-200 boats. Storage for boat trailers will not be a part of this facility.

Boats will be handled by forklift to be placed on storage racks and also lower into the water as needed. A boat owner could call the facility and upon arrival to Warpath

Landing, his boat would be waiting for him. Boat storage would be available on a fee basis.

C. Marina convenience store

The marina convenience store will provide the essentials people may need while boating, camping, fishing, swimming or sunning. The store would be located near the active hub area of the marina to be convenient for both boaters as well as others. Ample parking will be provided close by. Restroom facilities will also be provided. Nearby fueling and courtesy docks (approx. 20 slips) will serve as an access to the facility by boat as well as provide a needed fueling station for Lake Keowee.

D. Deli/Grill

The deli/ grill will be a place to grab a quick sandwich. Sandwiches will be available for eat in or for takeout. An outdoor eating area and restrooms will be included in this facility. The size and type of facility may be something on the order of a "Schlotzky's."

E. Boat slips

The boat slip area will include covered and uncovered slips. The number of slips and the particular arrangement will develop with the phases of the project. There will eventually be 2 walkways with slips on each side to be developed as the demand indicates but not to exceed space for 100-200 boats.

F. Public boat launch and parking

A public boat launching area, which will utilize elements of the existing boat ramp, will provide a place for day users, campers or anyone to launch their boat. The existing facility will be utilized and improved. Restroom facilities and picnicking areas with small picnic shelters will be nearby. Ample parking for vehicles and boat trailers will be provided.

G. Public swimming area

A public swimming area will be available for anyone to spend the day and enjoy the lakeshore. This would be similar to the swimming area at Devil's Fork State Park and would feature restroom facilities and picnic areas. There will not be a lifeguard on duty. Parking would be available in the nearby paved parking area which is currently designed with consideration for 70 vehicles. Secondary overflow parking would be developed as needed. This secondary parking area would simply be a grass area to be utilized only for the occasional event or holiday situation. If this proved to be something utilized on a regular basis, this area could be paved as well. It is the intent to keep the development as natural and sustainable as is reasonably achievable.

H. Public fishing pier

There would be provisions in the development for 2-3 fishing piers. These would allow the possibility for fishing from a pier in both covered and uncovered spaces. Nearby parking for 4-6 cars per pier would be provided.

To encourage the healthy maintenance of fish populations, various techniques will be employed. Manmade fish habitats will be installed under the fishing piers. Natural vegetation along the shoreline will be preserved, protected and replenished. Proper erosion control methods will serve to protect the natural habitat of plant and wildlife.

□ Outdoor recreation

I. R/V Sites and Campground

To accommodate overnight camping, facilities for various types of camping will be provided. Plans call for campsites for 15-25 larger "R.V." type-sites as well as 20-40 tent campsites.

The campground area will include a bathhouse as well as dump station. The design of the site allows campers to be part of the entire resort through the use of the swimming area, nature trail, secondary recreation areas, fishing piers as well as a close connection to cabin areas. Adequate parking for each campsite will be developed as the design matures.

One opportunity the site offers is the possibility of group camping on the two south facing peninsulas.

J. Picnic areas

Picnic areas of varying types will be planned for at strategic areas throughout the development. Some of these will be uncovered some will be covered. These shelters will be available for day users as well as vacationers.

K. Larger picnic shelter

The large picnic shelter will be adjacent to the RV/Camping area. This structure will be approximately 30' x40' with a large open hearth stone fireplace on one end. The rustic facility would be suitable for campground functions such as a square dance, sing-a-long or a casual worship service. This facility could be used for many different functions such as a boat club barbeque, family reunion potluck dinner or church picnic. The nearby bathhouse will serve as restroom facilities. Nearby parking for the swimming area could be utilized for occasional events. (See picnicking areas noted throughout project).

L. Bike path/ nature trail

A. 2.25 mile bike path /nature trail will be woven around most of the perimeter of the development. The concept for the trail is to incorporate the theme of the Indian Trail Tree to designate historical "points of interest" at strategic points. The trail will offer exercise possibilities such as running, jogging, biking for all

types of users. The trail will allow a point of contact between people from different user groups. For example, a conference attendee may enter into an interesting conversation with a camper on an early morning walk.

M. Secondary recreation uses

As details of the project develop, locations for secondary recreation opportunities will be determined. The goals are to offer assorted options to allow for taste and level of activity desired. The following recreational opportunities will be available in strategic locations:

Croquet
Horseshoe pits
Rock climbing
Playground
Campfire pit

o Lodging/ Dining

N. Lodge

A lodge with 60 to 120 rooms will be designed to capture the views and natural beauty of the lake. Groups as well as individuals will use this facility. The character of the facility will be similar to a Bed and Breakfast Inn rather than a chain hotel. Nearby docking facilities for 30-40 boats will allow lake residents to arrive by boat to dine at the restaurant on site.

O. Cabins

Cabin facilities will be simple mountain type cabins. They will vary in size to accommodate different needs. A single person or couple would rent a small size cabin. A small family may like a medium sized cabin. And, a group may rent the Family/ Group sized cabin. This size could be used for many situations - an office retreat, a family gathering or club meeting.

Approximate sizes

Small size - 500-750 sq. ft. (1-2 bedroom) with screen porch

Medium sized - 1,000-1300 sq. ft. (2-3 bedroom) w/ screen porch

Family/ group - 1600-2000 sq. ft. (3-4 bedroom) w/ screen porch

The small and medium sized rental cabins will have a minimum of two parking spaces for each cabin. Each cabin will have at least one parking space for boat trailers. Additionally, auxiliary parking will be provided near each cabin cluster.

The family/ group cabins will each have 3 to 4 parking spaces as well as 1 boat trailer parking space. There will also be auxiliary parking for each cabin cluster.

All cabins will have at least 1 boat dock to be located nearby. (See locations on site plan).

This preliminary proposal calls for 10 of the small to medium sized cabins adjacent to the RV/ Campground area. The other cabin area will feature 7 small size cabins and 5 of the larger group type cabin. These will be developed as part of the phasing explained in a following segment of this conceptual plan. An additional cabin area would include 7 med sized cabins to be used for conference facilities in conjunction w/ the lodge.

P. Restaurant

The restaurant will provide casual individual dining as well as banquet facilities for 100 to 250 people. This will be designed in such a way as to complement the lodge functionally and architecturally. This facility could be used for a multitude of functions, including receptions, banquets and any number of gatherings. Parking for this facility as well as the lodge will be developed in a terraced layout that works with the natural contours of the site and minimizes the visual and ecological impact

of large asphalt paving areas. Specific square footage and parking requirements will be determined as the design is developed.

Docking for 16 to 24 boats will be provided as the Lodge/Restaurant area is developed. These docks will allow restaurant patrons to arrive by boat from various lake communities in the surrounding area.

Parking for the restaurant and lodge will be designed to minimize visual and ecological impact. The lodge will require 70-130 parking spaces. The restaurant will require 25-62 spaces.

■ Miscellaneous

Q. Shaman Point

This rustic structure will be a focal point for the project as an historical element as well as a functional sculpture. The space created could be used for small weddings or casual gatherings. Access to this special point may be a simple footpath. The journey of approaching the point would be part of the experience of arriving at a destination.

R. Main Entrance Gate

The main entrance gate will function architecturally as the "greeting" to the development. This will be a security control point and also a place in which guests can be directed to their desired area of the development. If a minimal day use fee were required to offset maintenance costs, this would be the place of collection.

S. Sewage treatment facility

Preliminary civil engineering studies have yielded a conceptual plan that carefully considers site constraints, preservation of natural resources including trees, and state of art technology to yield efficient sewage treatment. (See engineering report following.)

T. Shoreline Management

Care will be taken throughout the project to preserve and protect the natural vegetative habitat of the site. Along the lakefront, particularly, precautions will be made to stabilize the natural shoreline.

This proposal features the installation of bulkheads as needed for structural support for docking and fueling uses. These bulkheads would be appropriately designed. And, measures to preserve and foster the development of fish habitat will be observed where feasible.

In places where disruption of the natural habitat is inevitable, efforts will be made to relocate plant material to suitable areas. In every area where it is feasible, the intent is to maintain 50' undisturbed natural vegetation along the entire shoreline. And, elsewhere on the site, effort will be made to retain as much undisturbed natural vegetation as possible.

U. Road Improvements

Road and infrastructure improvements will be provided by phases as needed to facilitate the construction and use of each stage of the project. (See phasing below.)

Note: At this time, it has not been determined whether it will be required to assess a fee for day users of the proposed facilities. Should a fee be required, it will be a nominal fee to offset costs of maintenance of restroom facilities, maintenance of beach area, and trash and waste service.

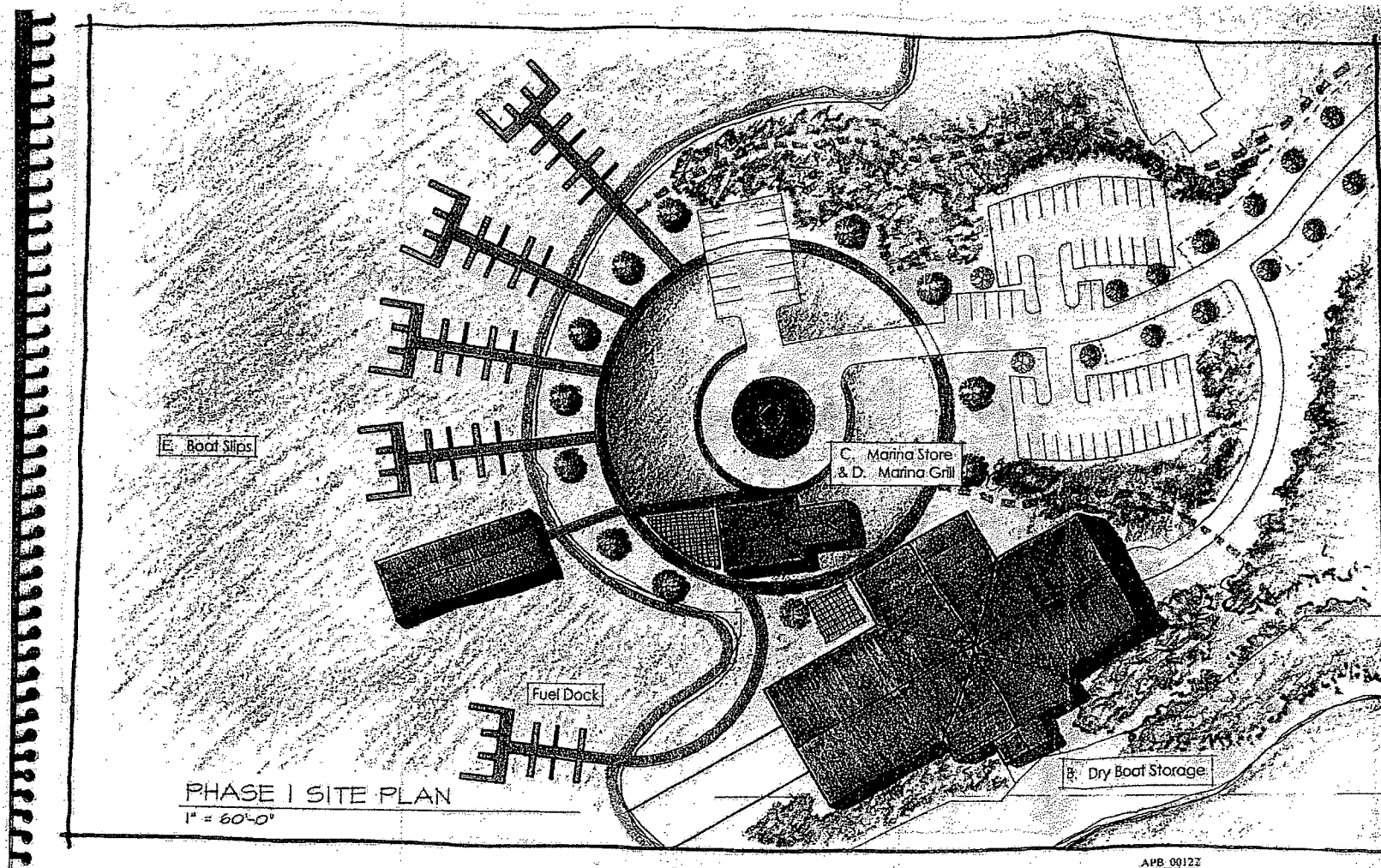
Phases of Project:

Note: Phases I and II are planned to be developed concurrently.

Phase I

- Dry Boat Storage
100-200 boats
- Fuel Dock / Courtesy Dock
20 boats
- Marina Grille and Store
- Boat Slips
100-200 boats
- Shoreline Management / Bulkhead
- Roads and Parking
- Utilities Infrastructure
- Main Entrance Gatehouse
- Perimeter Nature Trail

This initial phase will include developing approximately 5 acres. Preliminary estimate for this initial phase is approximately \$4,000,000 and will take 12- 18 months to complete construction.

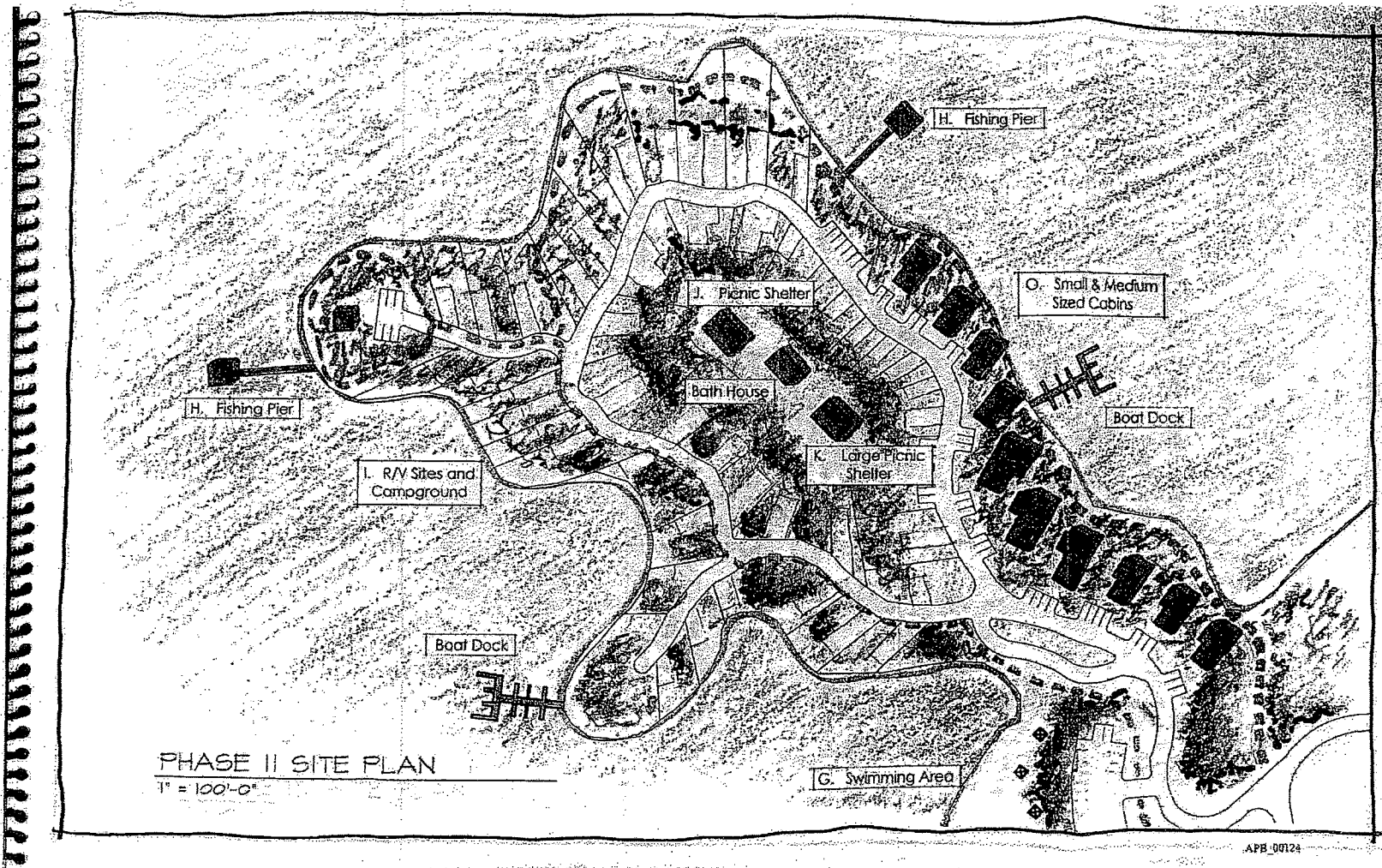


Phase II

Note: Phases I and II are planned to be developed concurrently.

- Recreational Vehicle sites
15-25 RVs
- Tent sites
20-40 campsites
- Bath House
- Picnic Shelters
- Courtesy Boat Docks
15-20 boats
- Swimming Area
- Overflow Parking
- Cabins
- Fishing Piers
- Infrastructure

This second phase calls for the development of 11 acres. The approximate cost of this phase will be \$1,000,000. This phase will require 6 - 12 months to complete.

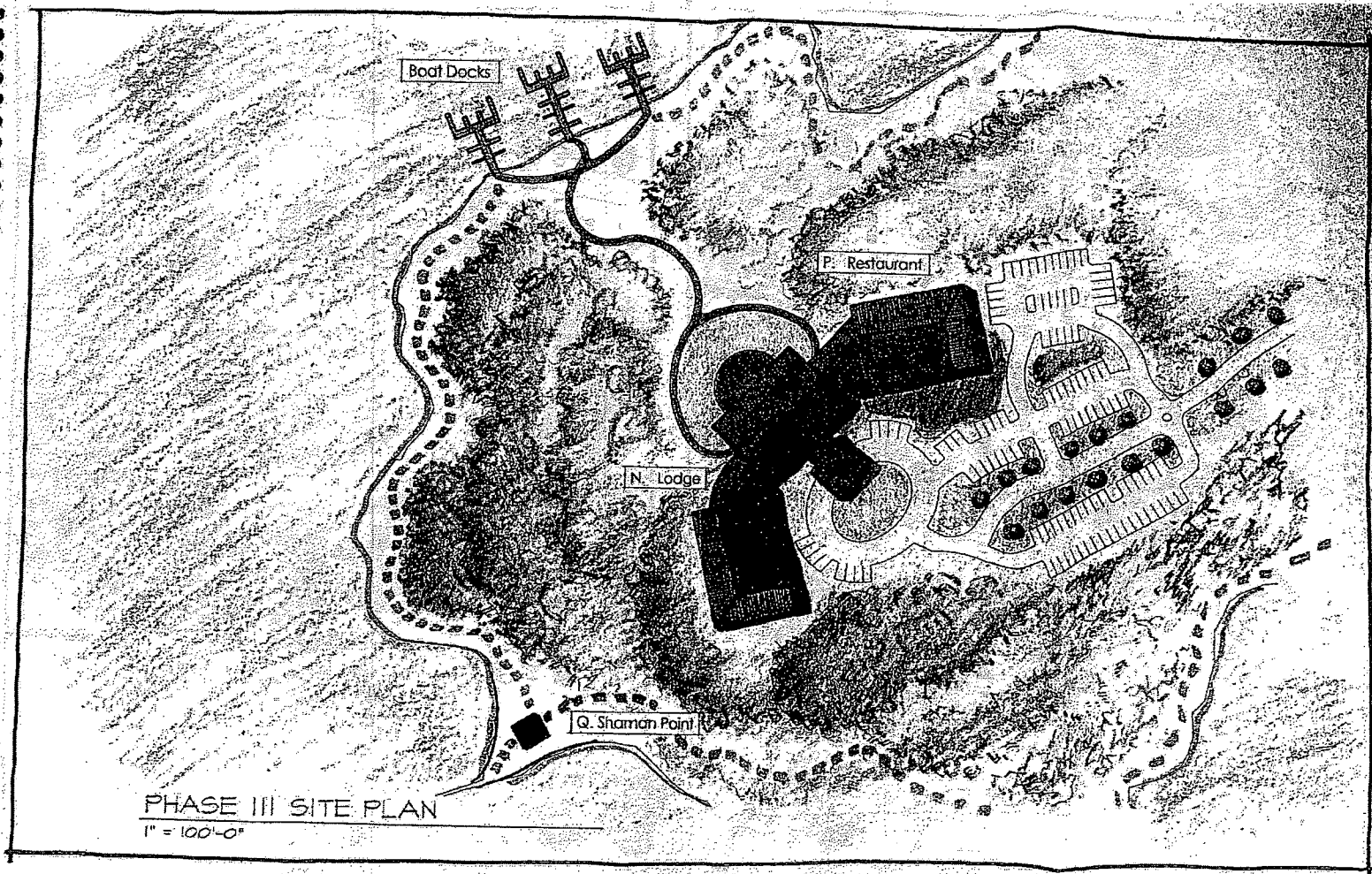


Phase III

- Resort/ Conference Center
 - Restaurant
 - Group Cabins
 - Fishing Pier
 - Bulkhead
 - Boat Dock
 - 30-40 boats
 - Infrastructure
 - Parking
 - Re-defining entry road to provide sense of arrival for Resort/Conference Center
-
- Utilities Infrastructure
 - Sewage treatment facility

This phase will entail the development of approximately 26 acres. The preliminary estimated cost for this part of the development is \$6,000,000.

This phase will take 18 - 24 months to complete.



Phase IV

- > Cabins
- > Courtesy Boat Docks
(36) 3 docks with 12 slips each
- > Secondary recreational opportunities

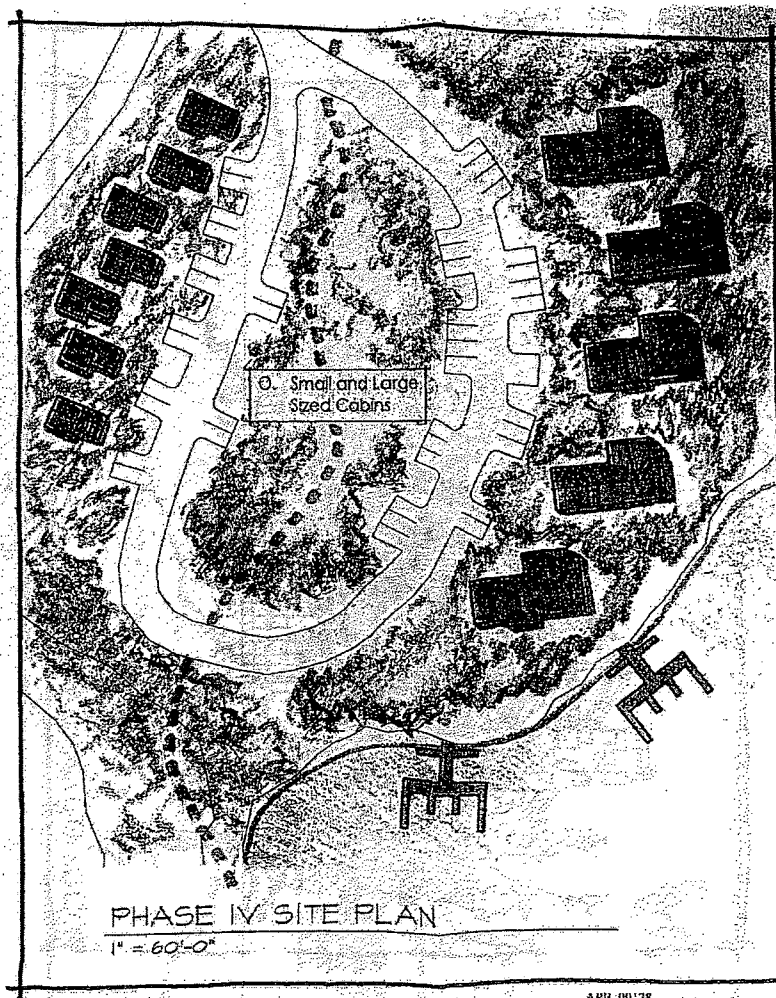
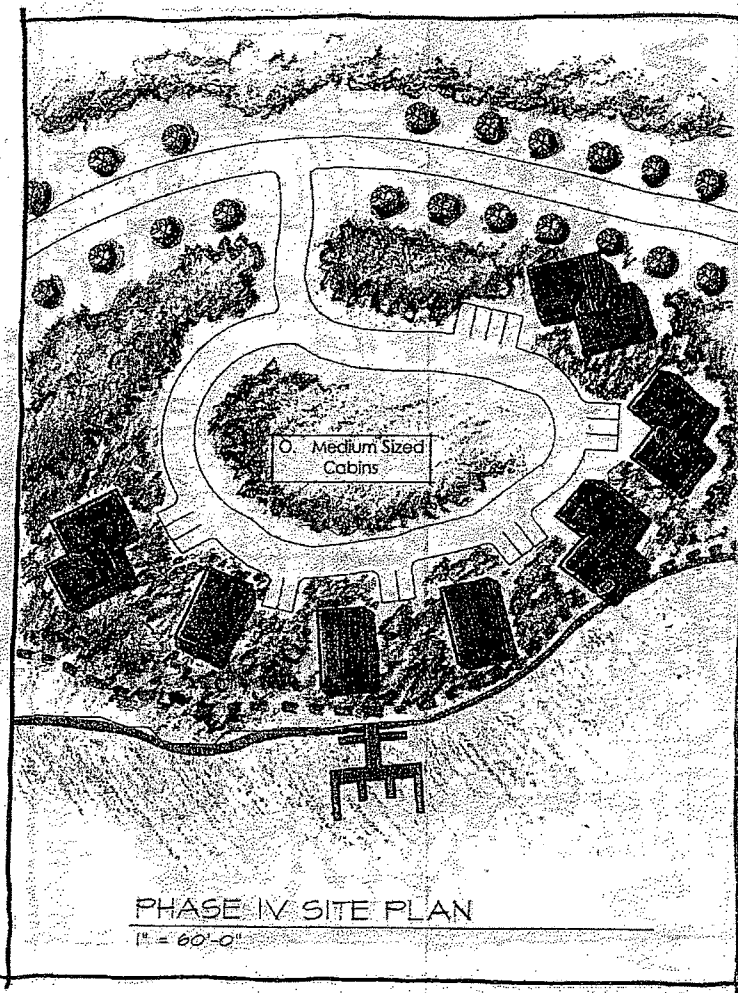
This phase calls for the final development of the remaining 16 acres.

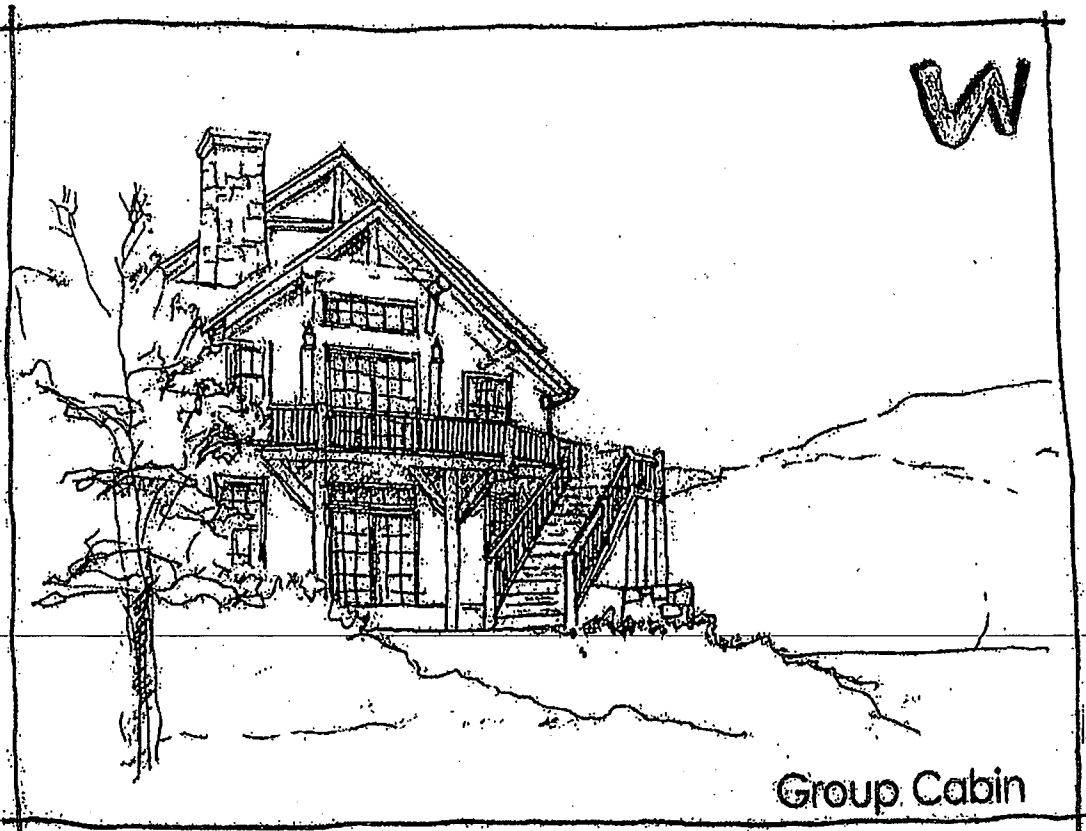
Preliminary cost estimate for this phase is \$1,000,000 - \$1,500,000.

Construction time is estimated to be 6-12 months.

Please note:

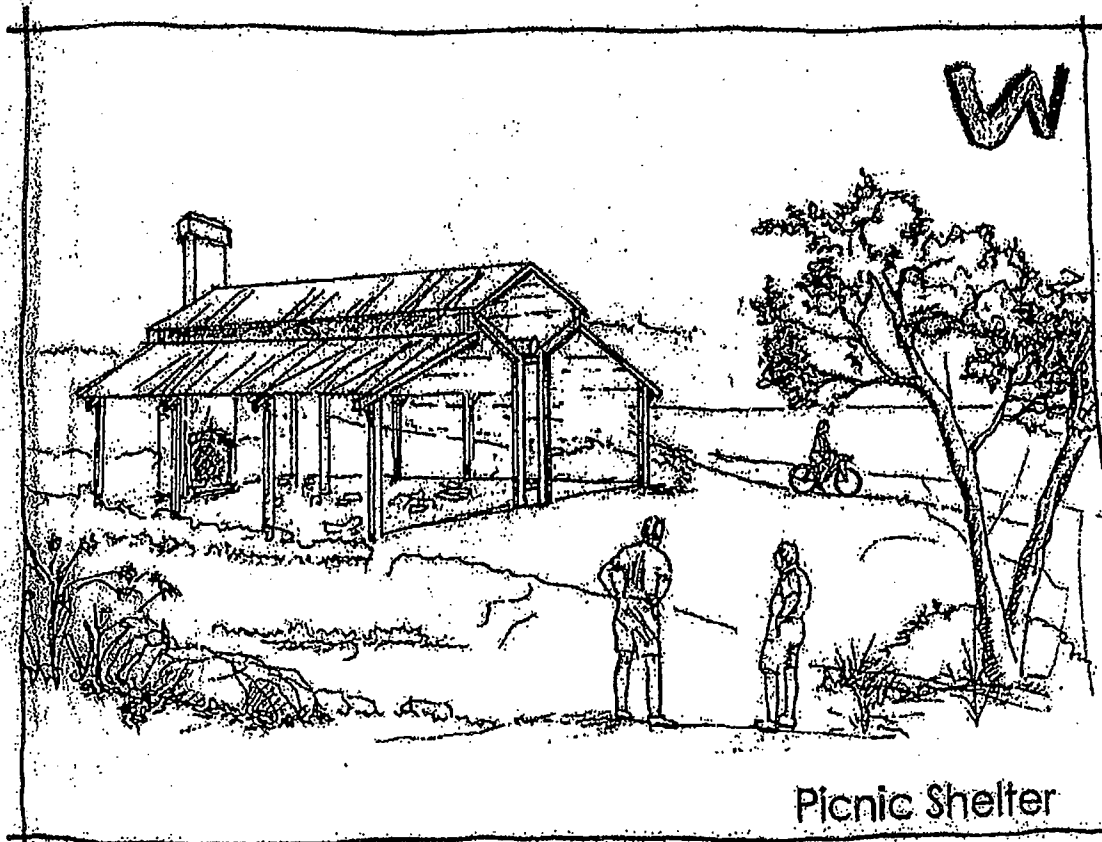
Phasing will overlap to expedite overall construction time. While one phase is being constructed, design and engineering on the next phase will be in process.





Group Cabin

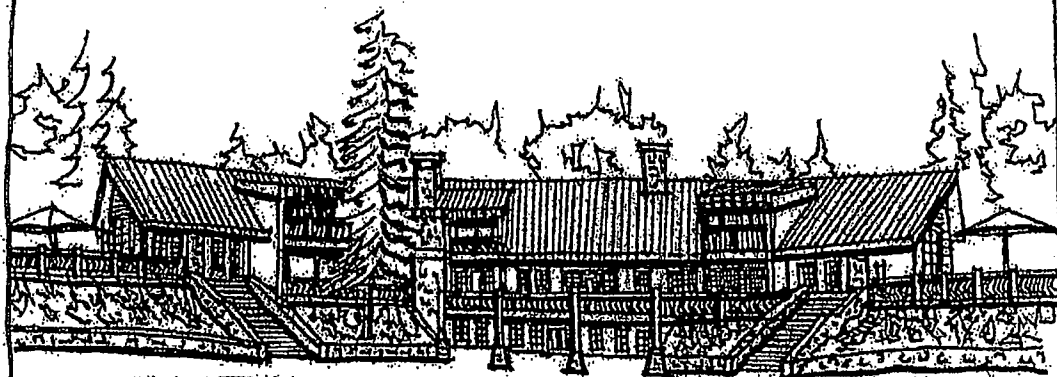
The Ellis Group P. A. Architects Greenville, SC



Picnic Shelter

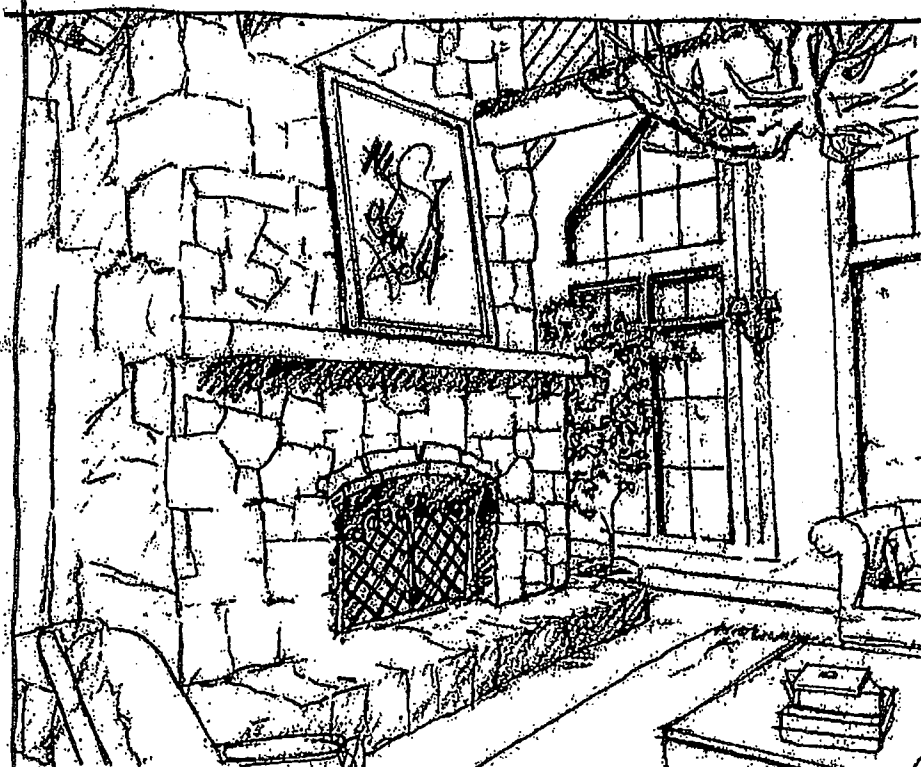
The Ellis Group P. A. Architects Greenville, SC

APB_00129



Prince George Lodge

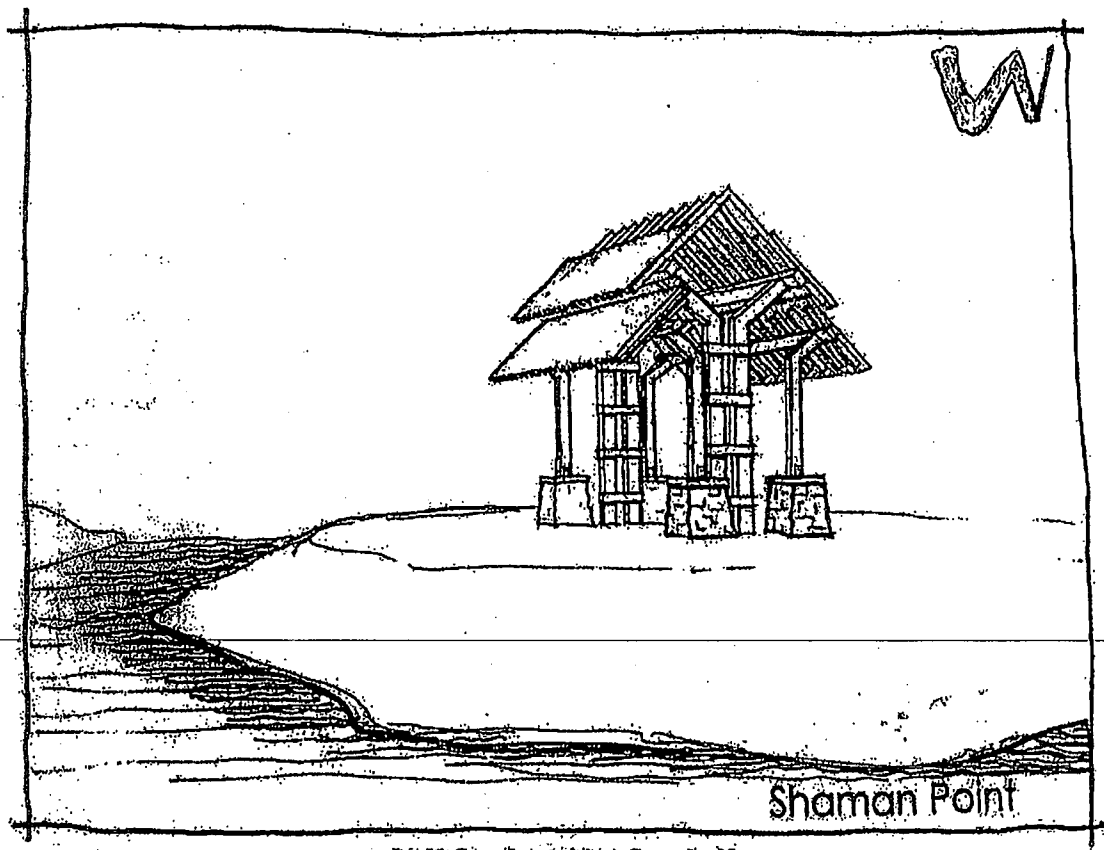
The Ellis Group P. A. Architects Greenville, SC



Lodge Interior

The Ellis Group P. A. Architects Greenville, SC

APB_00130



The Ellis Group P. A. Architects Greenville, SC

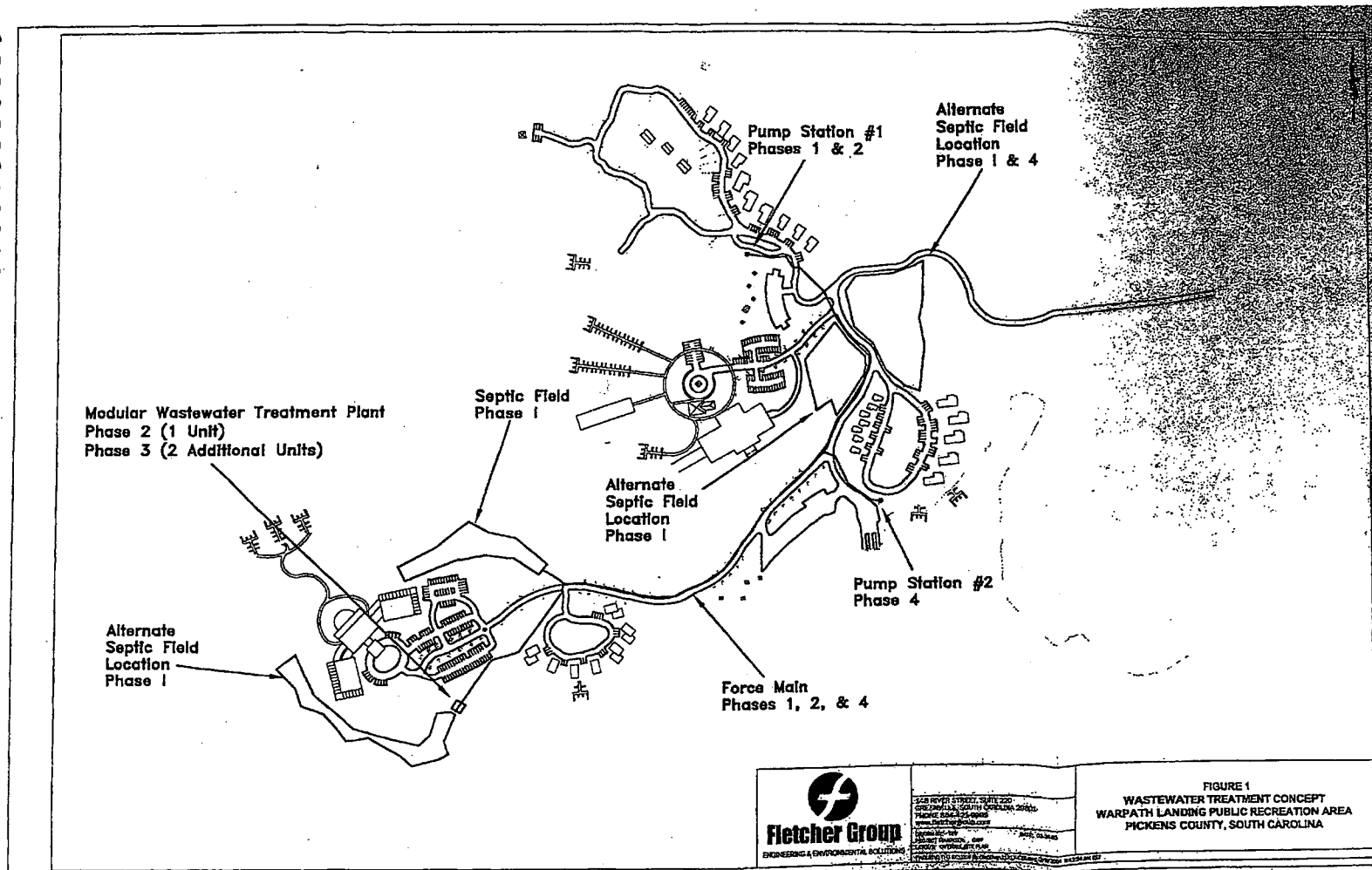
Native Stone incorporated into a Flowering Landscape..
 Heavy Timber Building Frames Alluding to the Wooded Character of the Site..
 Metal Roofs Resonating the Falling Rain..
 Stacked Stone Chimneys around which to Gather..
 Nature Imprinting a Lasting Essence of Place.

WARPATH LANDING
Conceptual Design of Waste Treatment Facilities
2/28/05

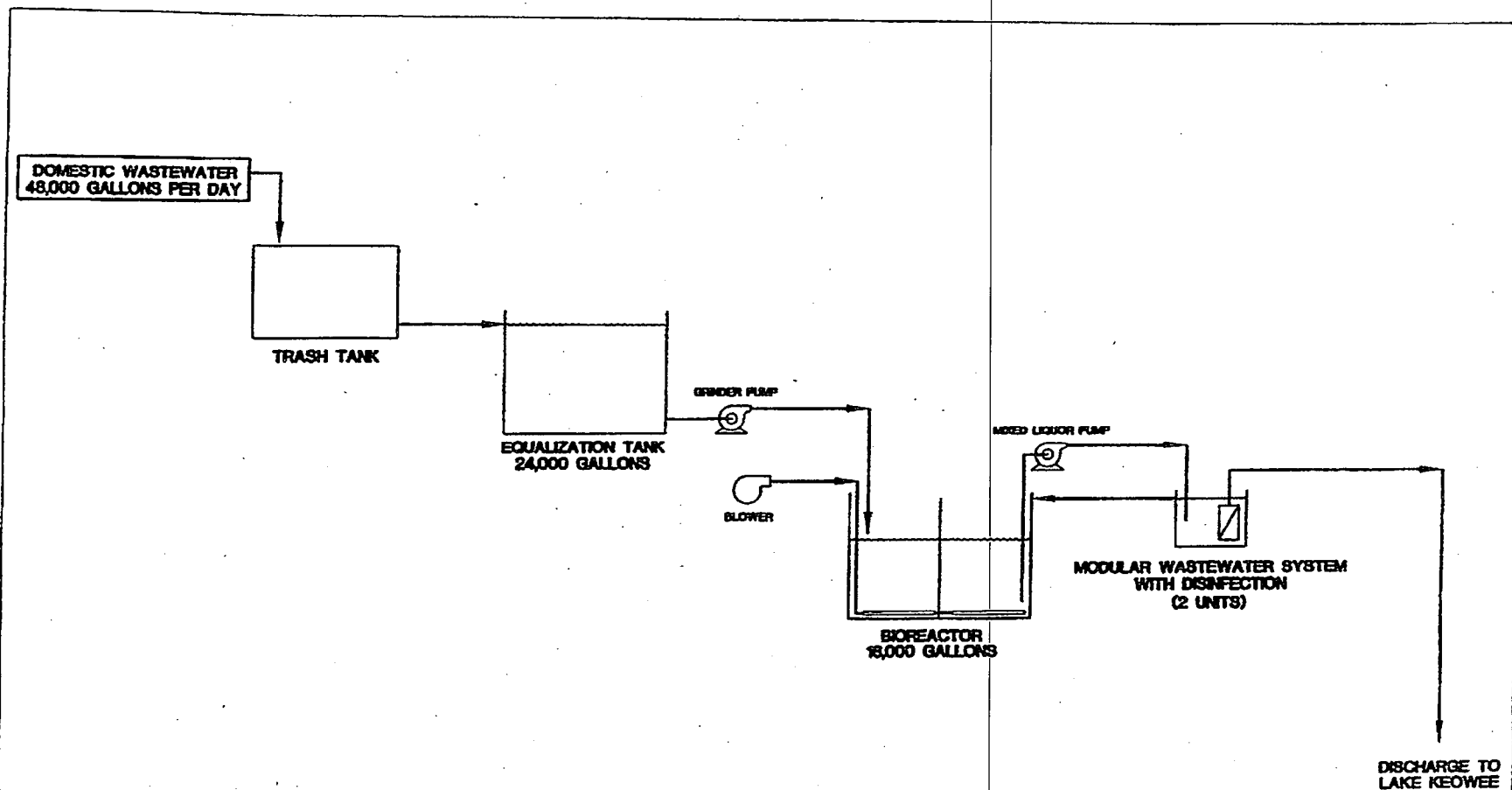
Wastewater Design Basis

The following table summarizes a design basis for wastewater from the proposed facilities based on the Standards for Wastewater Facility Construction: R.61-67, SC DHEC, June 1998. Flow data is from Appendix A: *Unit Contributory Loadings to All Domestic Waste Treatment Plants*. Seasonal flows are denoted with an "S."

Development	Basis (Per day)	Units	Design Flow
Phase I			
Dry Boat Storage	40 gals/employee	4 employees	160 gpd (S)
Fuel Dock	30 gals/slip	20 spaces	600 gpd (S)
Marina Grill	40 gals/seat/day	8 seats	320 gpd (S)
Boat Slips	30gals/slip	160 slips	4800 gpd (S)
		Total Phase I	5880 gpd
Phase II			
Campground			
34 RV spaces	175 gals/site	34 spaces	5950 gpd (S)
10 campsites	50 gals/ppd	3 people/campsite	1500 gpd (S)
10 Cabins	100 gals/ppd	3 people	3000 gpd (S)
Bath House	Included		
Picnic Shelter	Included		
Fishing Pier	Included		
Boat Dock (16 spaces)	30 gals/space	20 spaces	600 gpd (S)
		Total Phase II	11,050 gpd
Phase III			
Conference Center	100 gals/room	120 rooms	12,000 gpd
Swimming Pool/spa	10 gals/user	20 users	200 gpd
Restaurant	70 gals/seat	250 seats	17,500 gpd
Group Cabins			
Three single	100 gals/ppd	3 person per room	900 gpd
Four with 4 rooms	100 gals/ppd	2 persons per room	3200 gpd
Fishing Pier	Included		
Boat Dock	30 gals/space	12 spaces	360 gpd
		Total Phase III	34,160 gpd
Phase IV			
Cabins	100 gppd	10 cabins x 3 people	3,000 gpd (S)
Picnic Shelters	Included		
Fishing Pier	Included		
Boat Dock	30 gals/space	8 spaces	240 gpd (S)
		Total Phase IV	3,240 gpd



APB_00133



APB_00134

36

In round numbers, Phase I would be 6,000 gpd, Phase II 11,000 gpd, Phase III 34,000 gpd and Phase IV - 4000 gpd, for an ultimate total of 55,000 gpd.

In order to accommodate the construction phasing and still provide system flexibility, Fletcher Group, Inc. proposes to construct a septic tank field to accommodate Phase I. Standard septic tank design calls for a drain field that will handle .5 gal/day/sq ft. Trenches are typically 3 ft wide and can be no closer together than 10 ft. The field should have a backup area that can handle 100% of the flow. Using this criterion, the 6000 gpd will require approximately 12,000 sq ft, or 4,000 lineal ft of trench. Parallel lines should be no longer than 150 ft, so a flat area of 150 ft x 267 ft (approximately .9 acre) would be required.

The final design will depend on topography, soils and the site master plan. Multiple septic tanks could be used to accommodate specific site conditions. Figure 1 shows four potential locations for drain fields at Warpath Landing. All of those drain fields should be integrated into surrounding land uses. The following photograph shows a drain field threaded through trees at Devils Fork State Park.

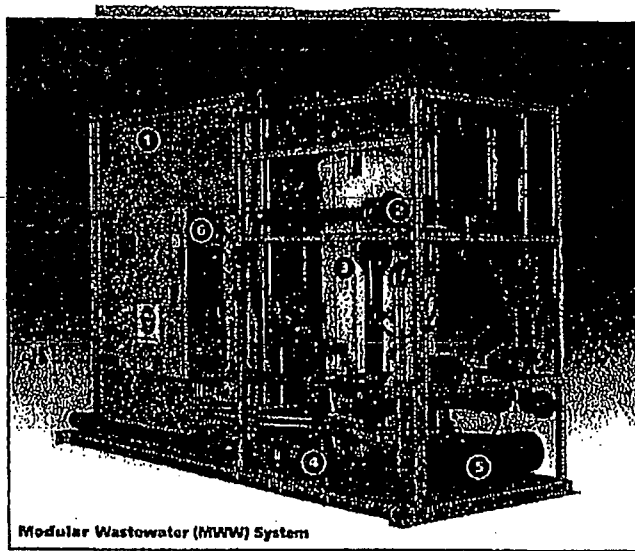


Phase II will generate 11,000 gpd of wastewater. This would involve 2 more acres of drain fields in and around the campsites, cabins and bath house. Although this solution is possible, we would recommend that the developers consider constructing the first of two 24000 gpd waste treatment modules to be located near the future conference center. Assuming a lake discharge, we believe that a biological membrane would work better than a conventional package plant. One manufacturer of biological membranes will guarantee the following performance

BOD ₅	< 5 mg/L
TSS	< 3 mg/L
Ammonia Nitrogen	< 1 mg/L
Total Nitrogen	< 5 mg/L

Total Phosphorus	< 1 mg/L
Turbidity	< 1 NTU
Fecal Coliform	< 2.2 cfu per 100 mL

The following photograph shows a Zenon 24,000 gpd module. Each module is roughly 4 ft by 12 ft long. In addition, there would need to be an 8000 gallon aeration tank and a septic tank for collecting trash in front of the unit. The Septic Tank from Phase I could be used for this purpose. Figure 2 shows a Process Flow Diagram.



The Phase I pump station and pipeline would transfer the waste from both Phase I and Phase II. The treatment plant could be shutdown in the winter and the drain field used for all of the wastes.

Phase III will generate the largest load: 34,000 gpd. A second 24,000 gpd module should be able to handle to total flow. For a total flow of 51,000 gpd, it may be necessary to divert 3000 gpd to a septic tank and the drain field. For winter operation, one of the modules could be shut down.

The last phase has 4000 gpd, and the only new construction would be a small pump station. The drain field would only need to be slightly enlarged to handle the flow. Actual flows may show that SC DHEC estimates are conservative and no expansion is necessary. Alternatively, a drain field could be constructed to handle the bathhouses in Phase II, or the Phase I drain field could be expanded by approximately .2 acres. These plans can be finalized when actually site conditions are factored in.

Alternate Scenario

Pickens County prefers drip irrigation systems to discharges to the lake. An alternate that may prove less expensive is to use more conventional treatment and purchase offsite property that can be used for constructed wetlands, drip irrigation, spray irrigation or a larger drain field. A drip irrigation system, for example, applies the wastewater to forested areas where it is absorbed by

the trees. At a loading of 10 lbs of BOD₅/day/acre, approximately 12 acres would be required. This area would need to be fenced. The wastewater would require conventional secondary treatment, but could then be pumped to a distribution system on the leased property.

Costs

Fletcher Group Inc. believes the above approaches will solve waste treatment problems for the development. We will submit a budget cost estimate by the end of this week. However, more detailed estimates should be made when specific site issues can be factored in.

Water

The area is served by the Six Mile Water District. We believe that they can supply water to the development.

Solicitation/Contract No. _____

Attachment No. _____

REPRESENTATIONS AND CERTIFICATIONS (Supplemental)

The person signing this document certifies that the following statements are current and correct. If any of these statements are incorrect or false, the Offeror shall provide an explanation with its offer and further clarification as requested by the Buyer. The Buyer may reject any offer which does not include this completed and signed document.

1. Offeror is authorized to represent the business making this offer (Offeror) in all matters related to pricing, terms and conditions, subject of business, and buyer-seller relationships between Offeror and the Buyer.

2. Offeror is an independent business concern free to enter a binding agreement or contract with the Buyer without any restrictions from another business entity or parent company. If Offeror is owned or controlled by a parent company, Offeror shall identify the parent company or controlling entity in its offer.

3. Prices offered have been arrived at independently, without consultation, communication, agreement, or condition that relates to the proposal by any other Offeror or competitor. The Offeror has not, and will not, disclose offered prices to any other Offeror or competitor prior to award of a resulting contract, or cancellation of this solicitation. The Offeror has not attempted to induce any other person or firm to submit, or not submit, an offer in response to this solicitation. Offeror warrants that the prices offered do not exceed those currently offered to any other customer for the same or similar quantities of the same or similar goods or services.

4. No person or company, other than Offeror's employee(s) or affiliate firms, has/have been paid to solicit or obtain this Contract nor has any agreement been made to pay a person or company a commission, fee, or any form of compensation contingent upon award of this solicitation.

5. Offeror has not, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

6. Offeror agrees to comply with the provisions of Federal Service Contract Act (SCA), P.L. 89-286, 41 U.S. Code 351, as amended, or applicable rulings and regulations of the U.S. Secretary of Labor, for services which will be performed by categories of workers identified in the SCA. Personnel performing work under the Contract will be paid wages and fringe benefits not less than those determined by the Secretary to be prevailing in its locale, or those established by a bargained wage and benefit agreement, applicable to the Contract as provided in the SCA, throughout the performance of the Contract.

These certification statements concern matters within the jurisdiction of an agency of the United States. Making a false, fictitious, or fraudulent certification may render Offeror subject to prosecution Section 1001, Title 18, United States Code. The Buyer may withhold an award based on any negative responses to the certifications above and/or Offeror's failure to adequately describe the conditions of the response.

Offeror agrees that the certifications and conditions provided herein are a material and binding part of, and are hereby incorporated by reference into, any resulting contract unless specifically excluded in the contract.

Offeror:	Tax ID or Social Security No:
Authorized Representative:	Title:
Signature	Date:
Internet Homepage/Email Address:	

EXHIBIT C

HOURS OF OPERATION AND USER FEES

APB_00139

Warpath Development Corporation
Post Office Box 24234
Greenville, South Carolina 29616
864-346-6888

David S. Jolley
Duke Energy
Duke Energy Lake Service
EC12Q / P.O. Box 1006
Charlotte, NC 28201-1006

Reference: Warpath Development Corporation
Hours of Operations and User Fees

Dear David,

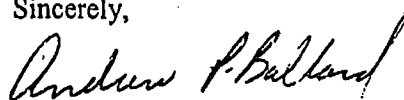
Basic operating hours will be three hundred sixty-five (365) days per year for Lodge/Hotel, Marina, Campsites, RV Parking and Cabins.

Seasonal Hours for Ship's Store, Marina Grill and Dry Boat Slip will be confirmed closer to opening of Public Access Areas.

Operational hours for Lodge/Hotel inner services are set closer to time of opening;
Restaurant
Banquet Facilities
Lounge
Room Service

Most of these facilities will operate on a daily schedule of 6:00 a.m. until 9:00 p.m.

Sincerely,



Andrew P. Ballard

APB: bnb

Attachment

APB_00140

Wet Boat Slips - \$1,800 per year to \$4,000 per year; should average about \$2,500 per year based on boat size.

Dry Boat Slips - \$10.00 per foot with average boat being about \$2,500 per year; maximum boat 34 feet.

Ship Store - will be like a small convenience store with gasoline, grocery products and marina supplies.

Marina Grill - Breakfast, Lunch and Dinner

RV Parking Spaces - Summer Rates: \$60.00 per night
June 1st to Aug 31st \$300.00 per week

Fall Rates: \$60.00 per night
Sept 1st to Nov 31st \$300.00 per week

Winter Rates: \$45.00 per night
Dec 1st to Feb 28th \$225.00 per week

Spring Rates: \$60.00 per night
March 1st to May 30th \$300.00 per week

Campsites - Summer Rates: \$35.00 per night
\$150.00 per week

Fall Rates: \$35.00 per night
\$150.00 per week

Winter Rates: \$20.00 per night
\$100.00 per week

Spring Rates: \$35.00 per night
\$150.00 per week

Lodge/Hotel -	Maximum 120 rooms
Summer Rates:	\$149.00 per night \$750.00 per week
Corporate Rate:	\$ 99.00 per night
Fall Rates:	\$149.00 per night \$750.00 per week
Corporate Rate:	\$ 99.00 per night
Winter Rates:	\$109.00 per night \$550.00 per week
Corporate Rate:	\$ 99.00 per night
Spring Rates:	\$149.00 per night \$750.00 per week
Corporate Rate:	\$ 99.00 per night

Special Rates or Promotional Rates may be extended to certain groups and organizations.

Restaurant at Lodge/Hotel - Breakfast
Lunch
Dinner
Room Service
Banquet Facilities
Lounge
Fine Dining Restaurant

Cabins - Small Size: (2 Bedrooms)
Medium Size: (2 & 3 Bedrooms)
Family/Group: (4 Bedrooms)
Rates: \$100.00 per night per Bedroom

Larger Picnic Shelter: Daily Rates

EXHIBIT D

ANNUAL OPERATIONAL REPORT

APB_00143

Annual Operational Report

- I. Basic Information
 - A. Facility Name
 - B. Lessee Name
 - C. Name, Address, E-Mail, Phone Number of primary contact person
 - D. Reporting Period
- II. Facility Summary
 - A. Structural Modifications – identify any facilities or amenities that were retired or added during the report period. For additions, also provide a copy of the Lessor's approval letter.
 - B. Facility Inventory –inventory of all structures and amenities on the leased premises at the end of the reporting period.
- III. Third Party Agreement Summary
 - A. Identify any contracts or agreements with third parties for the sale of goods or services on the Leased Premised during the reporting period, and provide a copy of the Lessor's approval letter for each.
- IV. User Summary
 - A. Provide a summary of the numbers of public recreational users of the Leased Premises during the reporting period.
- V. Financial Summary
 - A. Total Debits
 - 1. O&M – Lessee's total Operating and Maintenance expenses for the Leased Premises during the reporting period.
 - 2. Capital – Lessee's total payments toward obligations incurred for capital improvements on Leased Premises during the reporting period.
 - 3. Total – Lessee's total debits for the Leased Premises during the reporting period.

B. Total Credits

1. User Fees – Total income obtained by Lessee from users of the Leased Premises during the reporting period.
2. Payments from Vendors or Third Party Contractors – Total income obtained by Lessee from vendors and contractors selling goods and/or services from the Leased Premises during the reporting period.
3. Other Lessee Credits – Total contributions received from other sources (e.g. donations) by Lessee for use of the Leased Premises during the reporting period.
4. Grants – Total of funds provided by grant sources for O&M or Capital Improvements during the reporting period.
5. Total Credits – Lessee's total credits for the Leased Premises during the reporting period.

C. Net Cost of Operation – Total Debits minus Total Credits

1. Note: If total Debits are less than Total Credits, provide an explanation of how excess credits were used, to demonstrate compliance with the lease terms, Paragraph 7: User Fees and Hours of Operation.

D. Cumulative Total Capital Investment

1. Cumulative total investment Lessee has made, by itself, through third party contractors, from grants, or from donations during the life of the lease.

VI. Insurance Identification

- A. Provide a brief description of the current means of compliance with the lease terms, Paragraph 30: Insurance by Lessee.

VII. Annual Inspection Results

- A. Identify the names of participants and date of annual inspection required by the lease terms, Paragraph 8: Joint Annual Inspection. Identify any major action items required and the status of completing each.

EXHIBIT E

FERC ORDER NUMBER 313

COMMISSION RECREATION POLICY

APB_00146

COMMISSION RECREATION POLICY

ORDER NO. 313 - DOCKET NO. R-294

As Amended By

ORDER NO. 375-B - DOCKET NO. R-294

And

ORDER NO. 508 - DOCKET NO. RM74-21

Federal Power Commission Order No. 313, issued and effective December 27, 1965, amended Part 2, General Policy and Interpretation, Subchapter A, Chapter I of Title 18, Code of Federal Regulations, by adding a new Section 2.7 entitled "Recreational development at licensed projects." Order No. 375-B, issued and effective April 14, 1970, amended subparagraph (f) thereof. Section 2.7, as amended, reads as follows:

§2.7 Recreational development at licensed projects.

The Commission will evaluate the recreational resources of all projects under federal license or applications therefor and seek, within its authority, the ultimate development of these resources, consistent with the needs of the area to the extent that such development is not inconsistent with the primary purpose of the project. Reasonable expenditures by a licensee for public recreational development pursuant to an approved plan, including the purchase of land, will be included as part of the project cost. The Commission will not object to licensees and operators of recreational facilities within the boundaries of a project charging reasonable fees to users of such facilities in order to help defray the cost of constructing, operating, and maintaining such facilities.

The Commission expects the licensee to assume the following responsibilities:

- (a) To acquire in fee and include within the project boundary enough land to assure optimum development of the recreational resources afforded by the project. To the extent consistent with the other objectives of the license, such lands to be acquired in fee for recreational purposes shall include the lands adjacent to the exterior margin of any project reservoir plus all other project lands specified in any approved recreational use plan for the project.

- (b) To develop suitable public recreational facilities upon project lands and waters and to make provisions for adequate public access to such project facilities and waters and to include therein consideration of the needs of physically handicapped individuals in the design and construction of such project facilities and access.
- (c) To encourage and cooperate with appropriate local, state, and federal agencies and other interested entities in the determination of public recreation needs and to cooperate in the preparation of plans to meet these needs, including those for sport fishing and hunting.
- (d) To encourage governmental agencies and private interests, such as operators of user-fee facilities; to assist in carrying out plans for recreation, including operation and adequate maintenance of recreational areas and facilities.
- (e) To cooperate with local, state, and federal government agencies in planning, providing, operating, and maintaining facilities for recreational use of public lands administered by those agencies adjacent to the project area.
- (f)
 - (1) To comply with federal, state and local regulations for health, sanitation, and public safety, and to cooperate with law enforcement authorities in the development of additional necessary regulations for such purposes.
 - (2) To provide either by itself or through arrangement with others for facilities to process adequately sewage, litter, and other wastes from recreation facilities including wastes from watercraft, at recreation facilities maintained and operated by the licensee or its concessionaires.
- (g) To ensure public access and recreational use of project lands and waters without regard to race, color, sex, religious creed or national origin.
- (h) To inform the public of the opportunities for recreation at licensed projects, as well as of rules governing the accessibility and use of recreational facilities.



MINUTES OF THE ANNUAL MEETING OF STOCKHOLDERS

OF

WARPATH DEVELOPMENT, INC.

The annual meeting of the stockholders of the corporation was held at 217 E. Park Avenue, Greenville, SC 29601 on May 1, 2008 at 10:00 a.m.

The meeting was called to order by Jim Fayssoux the attorney of the corporation.

The secretary then reported that the meeting had been called pursuant to a notice of meeting and/or waiver of notice thereof in accordance with the by-laws. It was ordered that a copy of the notice be appended to the minutes of the meeting.

The secretary then read the roll of stockholders from the stock transfer ledger. The following stockholders were present in person or by proxy:

<u>Stockholder</u>	<u>Shares</u>	<u>In Person</u>	<u>By Proxy</u>
Tim Roberson	40,000	Yes	
Rick Thoennes	20,000	Yes	
Rick Thoennes, III	20,000	Yes	
Andy Ballard	20,000	Yes	

The chairman stated that majority of the total number of shares issued and outstanding was presented and the the meeting was complete and ready to transact any business before it.

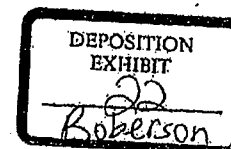
The President then gave a general report of the business and finances of the corporation.

The chairmen then stated that the election of directors of the corporation was now in order. The following were nominated as directors: Tim Roberson and Rick Thoennes and Rick Thoennes, III.

<u>Nominee</u>	<u>Number of Votes</u>
Tim Roberson	100,000
Rick Thoennes	100,000
Rick Thoennes, III	100,000

The chairman declared the following nominees duly elected directors of the corporation to serve until the next annual meeting of stockholders or until their successors are elected and shall qualify:

Tim Roberson, Rick Thoennes and Rick Thoennes, III



The following action was taken at the stockholder meeting:

After the Board went into session the Board proposed that the corporation issue an additional 900,000 shares for the purpose of raising additional capital, paying expenses and offering employee incentives. Tim Roberson pointed out that in addition to the cost of the land to serve as a septic field the corporation had incurred another \$120,000.00 in expenses. This motion was approved unanimously presented to the stockholders where the only dissenting vote was from Andy Ballard.

There being no further business, the meeting was, on motion, adjourned.

Dated: May 1, 2008

Secretary



MINUTES OF THE REGULAR MEETING OF STOCKHOLDERS

OF

WARPATH DEVELOPMENT, INC.

The regular meeting of directors of the corporation was held at 217 E. Park Avenue, Greenville, SC 29601 on May 1, 2008 at 10:30 a.m.

The following were present: Tim Roberson, Rick Thoennes and Rick Thoennes, III being a quorum and all of the directors of the corporation.

Tim Roberson was elected chairman of the meeting and Rick Thoennes was appointed secretary thereof.

The secretary then presented and read to the meeting a waiver of notice of meeting, subscribed by all the directors of the corporation, and it was ordered that it be appended to the minutes of the meeting.

The president then rendered a general report of the business of the corporation, the secretary presented his report and the treasurer rendered a report of the finances of the corporation. The officers' reports were received and ordered on file.

The following were duly nominated and a vote having been taken were unanimously elected officers of the corporation to serve for one year until their successors are elected and shall qualify.

President-CEO	Tim Roberson
Vice President	Rick Thoennes, III
Secretary-Treasurer	Rick Thoennes

Upon motion duly made and seconded Tim Roberson moved to authorize the corporation to issue 900,000 additional shares of Treasury Stock in order to raise capital, pay expenses and offer employee incentives. Said motion carried unanimously.

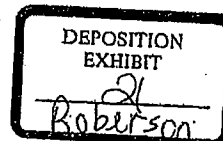
It was thereby authorized that the corporation file the necessary paper work to authorize issuance of an additional 900,000 shares.

There being no further business before the meeting, on motion duly made, seconded and carried, the meeting adjourned.

Dated: May 1, 2008

Secretary

Chairman



The following action was taken at the stockholder meeting:

After the Board went into session the Board proposed that the corporation issue an additional 900,000 shares for the purpose of raising additional capital, paying expenses and offering employee incentives. Tim Roberson pointed out that in addition to the cost of the land to serve as a septic field the corporation had incurred another \$120,000.00 in expenses. This motion was approved unanimously presented to the stockholders where the only dissenting vote was from Andy Ballard.

There being no further business, the meeting was, on motion, adjourned.

Dated: May 1, 2008

Secretary

PLAINTIFF'S
EXHIBIT **EV**
10
3/16/10 **SH**

I suggest that you say "... until Spring of 2011." when discussing phase 2. That will sound like a long, long time from now. You might say something that as it now shows, it could be years before there are any owner cash disbursements due to having to pay back the equity first, etc., etc. I think he will take his 1M and run... after a little threatening, posturing and whining.

From: Rick Thoennes, Sr [mailto:ricksr@marick.net]
Sent: Sunday, October 28, 2007 12:26 PM
To: rick@marick.net
Cc: Tim Roberson
Subject: RE: Warpath

From: rick@marick.net [mailto:rick@marick.net]
Sent: Sunday, October 28, 2007 11:54 AM
To: ricks@marick.net
Cc: 'Tim Roberson'
Subject: Re: Warpath

I also would not say "I guess" before the 2 options. I would just say "here are the two options we have". Also if he returns a portion of the 1mm it does not say anything about the 20%. Don't we want to get him out of the deal? I would rather him keep the 1mm and give back the 20%. He isn't going to have any cash to give back anyway. I would let him keep the 1mm give back the 20% and give no future payments.

Rick III

>
>
> The approvals from Duke did not come as fast or in the way that we had
> hoped. As you know, all of our proformas were based on the 200 paying
> slips. By cutting those in 1/2 and by delaying us past next spring
> (effectively 1 more year), the
> numbers have changed drastically.

1

DEPOSITION
EXHIBIT
25
Roberson

557

>
>
> The delay also moves the 2nd phase (lodge, restaurant & cottages) out
> another year. Tim, Rick III and I have discussed all of this and we
> all agree that we would have struck a different deal if we had known
> we could not get 200 slips and get approvals in a timely manner. We
> would have had
to
> do 1 of 2 things. Pay less and not have 4 partners or not do the deal
> at all. The amount of return on investment is just not there at 100 slips.
>
>
>
> We did all of our due diligence based upon the fact that we would get
> 200 slips and be able to open in spring of 2008.
>
>
>
> I believe the only options are:
>
>
>
> 1. Return a sizeable portion of the \$1 mil and continue on or
> 2. Return all of the \$1 mil and you can sell it to someone else.
>
> Please give this consideration and let us know the option you prefer.
>
> Rick Thoennes
>
>
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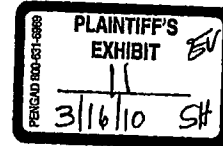
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Rick Thoennes, Sr

From: Tim Roberson [Tim.Roberson@integrys.net]
Sent: Friday, December 28, 2007 5:24 PM
To: ricksr@marick.net
Subject: Warpath business problem



Hey Rick,

I just wanted to share my thoughts with you concerning the issue we have now that it's clear Andy did not deliver what we thought we were buying. As we've discussed, we are in a real dilemma regarding both ROI from lack of expected revenues and whether we should push to make up time or hold back another year for opening.

In our meeting with Andy, we talked about three options:

You suggested that Andy give back a substantial part of the money we paid for the project lease and opportunity.

Ricky suggested that he give back some stock.

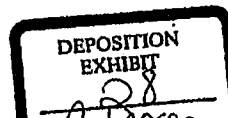
I suggested that we all will have to put in more value, e.g. money, sweat equity, or something.

Of course, the only one who was not in agreement was Andy. He did say that he would propose a solution the first week of January. In the meantime, I've been thinking about an option if none other presents itself. If Andy is not willing to return cash or stock, I suggest that I take the following stance at our next meeting:

For every business problem, there is a business solution. I would call for a shareholder's meeting with the majority of the shareholders voting to waive their right to a 30 day notice. I would ask that we then elect a new board of directors. I would ask that I be named Chairman with the authority to craft a refinance plan. (We also would name new officers.)

When an investor realizes that an expected ROI is not forthcoming, his only viable option is acquire more equity at a reduced rate. In order to properly refinance the project, I would suggest that we increase the number of outstanding shares to 500,000 with a mixture of both preferred and common stock. As long as the outstanding shares remain in the treasury, there is no dilution of current shareholders. However, those outstanding shares could be used as tender (same as cash) to accomplish the needs of the corporation. With board approval, shares (and/or options) could be used as investment incentive, management fees, employee incentives, etc.

9/22/2008



RTTW_000812

I believe with legal review and proper planning we should be able to accomplish the needs of a viable business and appropriate ROI.

Let me know your thoughts.

Tim
Star

Tim W. Roberson / Integrys Holdings, LLC / 864.679.3490 Voice / 864.458.3313 Fax / 864.270.6368
Cell / www.integrys.net

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9/22/2008

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED
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SC Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Edward W. Miller, Circuit Court Judge

Case No. 2008-CP-23-05739

Andrew P. (Andy) Ballard, ... Respondent,

v.

Tim Roberson, Rick Thoennes, Rick Thoennes III,
and Warpath Development, Inc. Appellants.

FINAL BRIEF OF APPELLANTS

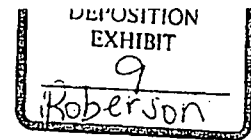
Joshua L. Howard, S.C. Bar # 70260
HAYNSWORTH SINKLER BOYD, P.A.
75 Beattie Place
Two Liberty Square, Eleventh Floor
Post Office Box 2048
Greenville, South Carolina 29602
(864) 240-3200

Attorneys for Appellants

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EXHIBIT 3



STATE OF SOUTH CAROLINA)
COUNTY OF PICKENS)

PUBLIC ACCESS AREA
LEASE AGREEMENT

Site: 007641
Land Unit: 0057616
Project No. 007641-203933

THIS LEASE ("Lease") is made this 03 day of JAN, ~~2006~~ ^{2007 A.P.B.} between DUKE ENERGY CAROLINAS, LLC ("Duke"), a North Carolina limited liability company ("Lessor"), and WARPATH DEVELOPMENT, INC., a South Carolina corporation ("Lessee");

WITNESSETH:

WHEREAS, Lessor has been licensed by the Federal Energy Regulatory Commission ("FERC") to operate the Keowee-Toxaway Hydroelectric Project (FERC NO. 2503) (the "Project"), which impounds the waters of the Keowee and Seneca Rivers, including Lake Keowee in South Carolina, and which Project is subject to regulatory oversight by the FERC; and,

WHEREAS, Lessee desires to lease a portion of said Project property on Lake Keowee located at the Warpath Landing Public Access Area for the purpose of constructing and maintaining a public park and/or public recreational area; and

WHEREAS, all of said Project property to be leased has been designated as "Public Access Areas" under the terms of Lessor's FERC License; and

WHEREAS, Lessor desires to accommodate Lessee's construction, operation and maintenance of a public park and/or public recreational area upon the Project property to be leased while at the same time not interfering with Lessor's ability to operate and maintain the Project in accordance with its license, other FERC requirements, and its business operations; and,

WHEREAS, Articles 5, 18, and 47 of the FERC license for the Project grant Lessor (as licensee of the Project) the authority to grant permission for certain types of use and occupancy of Project lands and waters and to convey certain interests in Project lands and waters for certain types of use and occupancy provided the proposed use and occupancy is consistent with the purpose of protecting and enhancing the scenic, recreation, and other environmental values of the Project.

NOW, THEREFORE, Lessor, for and in consideration of the covenants and leases hereinafter expressed, to be kept and performed by Lessee, hereby leases to Lessee and Lessee hereby leases from Lessor, the sixty-three (63) acres of Pickens County / Warpath Development, Inc. Access Area

APB_00077

property located in Pickens County, South Carolina, shown on the map attached hereto as **Exhibit A** and incorporated herein by reference (the "Leased Premises"), pursuant to the following terms and conditions:

1. Term: This Lease shall begin on the ____ day of _____, 2006, and shall terminate on the 1st day of September, 2046 except that if Lessee is in full compliance with all the terms of this lease, as determined by Lessor, the Lease shall be automatically extended consistent with the terms of any extension of the current FERC license and upon such additional terms as agreed upon by both parties. Lessor may terminate this lease at any time if directed to do so by the FERC or its successor agency. Lessor may also terminate this lease pursuant to Paragraph 29 herein.

2. Disclaimer of Warranties of Conditions: Lessee accepts the Leased Premises "AS IS". Lessor makes no warranties or representations as to the condition of the Leased Premises or any improvements thereon, whether open and obvious or concealed. Lessor makes no representation or warranty, express or implied, and will bear no responsibility as to the existing or future water quality or quantity in Lake Keowee or its tributaries or the sufficiency or suitability of the Leased Premises for use as a public park and or public recreation area.

3. Rent and/or Other Consideration: In lieu of rental payments to Lessor, Lessee shall pay directly to Pickens County, South Carolina ("Pickens") the sum of Twelve Thousand Dollars (\$12,000) annually, in advance, for each of the initial five years of the Lease term, to be used by Pickens County exclusively to supplement County funding to support public recreation on Lake Keowee, provided however, that Lessee is exempt from such payment for the initial two years of the Lease, which two year period shall begin with Lessee's marina permit approval and issuance by South Carolina Department of Health and Environmental Control ("SCDHEC"). Specifically, these funds shall be used to supplement County funding in support of operations, maintenance, and capital improvement activities at Mile Creek Access Area, Crow Creek Access Area, and other public recreation facilities for which Pickens County is responsible that are also within or adjoining the FERC Project Boundary ("Public Access Areas"). At the conclusion of each five year period of the Lease, Duke, Warpath and Pickens County shall renegotiate and recalculate the amount due to Pickens County under this section by taking the existing sum for the period, and increasing it by five percent (5%) and/or other consideration terms for an additional five year period, based upon changes in the costs for operation and maintenance of the Public Access Areas. The Rent and/or other consideration flowing from Lessee to Pickens County may be in the form of an annual lump sum payment, in-kind services (provided they are approved in advance by Pickens County), or a combination of the two, which will be allocated by Pickens County exclusively to support public recreation on Lake Keowee.

4. Permitted Uses: The Leased Premises shall be used by Lessee for development, operation and maintenance of public park and/or public recreational area as shown on and described in the Conceptual Plan submitted by Lessee, which is attached hereto as **Exhibit B** and incorporated herein by reference and for no other purpose unless it is a compatible

Pickens County / Warpath Development, Inc. Access Area

APB_00078

use, such as the provision of recreation related goods and services, which may be permitted on site when authorized in advance, in writing, by Lessor. Any public park and/or public recreation area may include, but is not limited to, the following types of development:

- a. **Public Park or Recreation Areas** - Areas that have developed recreation facilities, such as picnic tables, and pavilions; nature centers or wildlife viewing areas; pedestrian, bike or horse trails; swimming beaches and bath houses; restrooms; boat launching ramps and fishing piers, primitive and developed campgrounds, cabins, and hotel lodging; conferencing facilities; park stores and restaurants; marinas with wet slips, dry stack storage, waste pump out facilities and gas sales (land or water); maintenance and related structures or facilities that directly support park operations and maintenance; living quarters for park personnel; and other related outdoor recreation facilities or amenities; or
- b. **Nature Preserve/Research Areas** - areas that provide land and promote the development of cooperative partnerships to enable preservation activities, conservation easements and/or research.

Lessor agrees to assist Lessee in its efforts to secure proper permits and certification to effect its Conceptual Plan and further agrees to provide proper and reasonable documentation upon request by proper parties to assist Lessee in obtaining same. Lessor and Lessee further agree that if Lessee is denied permits, or for reasons beyond its control cannot acquire permits or proper certificates to proceed with its Conceptual Plan, Lessee may at its option and by providing written notice to Lessor, cancel this Lease without incurring liability to Lessor.

5. **Public Use of Facilities, User Fees and Hours of Operation:** Use of any and all public park and public recreation area facilities, including such public service/convenience facilities as restrooms, water faucets, public communications equipment, trash receptacles, etc., constructed or placed on the Leased Premises by the Lessee shall be available for use by all members of the public during the times specified in "**Exhibit C: Hours of Operation and User Fees**," a copy of which is attached hereto and incorporated herein by reference. Lessee shall not implement a specific user fee for public boat launching. Lessee agrees that Lessor's employees, third party contractor employees, local law enforcement officials local environmental and public health officials, and local emergency response crews operating in his/her official capacity will be exempt from all nominal user fees. Any proposed changes in the schedule of user fees or hours of operation by the Lessee must be submitted in writing to the Lessor for approval at least sixty (60) days prior to proposed implementation. The proposed changes shall not be implemented until Lessee receives written approval of the proposed changes from the Lessor. Contracts or subleases with third parties regarding the sale of goods or services on the Leased Premises must be submitted to Lessor at least sixty (60) days prior to proposed implementation and shall not be executed until Lessee receives written approval of the contracts or subleases from the Lessor.

Lessee agrees to submit an Annual Operational Report in the form of Exhibit D, attached hereto and incorporated herein by reference, to assist Lessor in its FERC reporting requirements.

6. Conceptual Plan: Lessee has submitted a Conceptual Plan to Lessor for Lessor's approval which includes both a narrative and graphic description of all facilities to be constructed on the Leased Premises, the construction schedule including any planned phasing, and projected completion dates. Lessee shall not revise the Conceptual Plan, including the construction phases and/or schedule, without the prior written approval of Lessor, which may be granted or denied in Lessor's sole discretion. Major additions or modification will typically require review by other government regulatory agencies and may require FERC approval.

Should FERC require additional recreation facilities to be located at the Leased Premises during the Lease term, Lessor shall arrange a meeting with Lessee to determine what facilities must be added, where the facilities can be added, an estimated cost for adding the facilities, and the timing for construction of the additional facilities. Lessor and Lessee will then evaluate their available resources to determine how and when the required additional recreation facilities will be constructed, and if those resources will be in dollars, 'in kind' services or a combination thereof. A revised Conceptual Facilities Plan will be developed based on the results of the meeting. Once the Lessee and Lessor are in agreement with the revised Conceptual Plan, the parties will enter into a revised lease.

7. Joint Annual Inspection: Lessor and Lessee shall perform a joint annual physical inspection of the Leased Premises each year for the term of this lease, to ensure the Leased Premises are being operated and maintained to acceptable standards.

8. Entry by Lessor: Lessor, its agents and representatives, may enter the Leased Premises at all reasonable times, to examine the same, and any such entry by or on behalf of Lessor shall not be or constitute an eviction, partial eviction or deprivation of any right of Lessee and shall not alter the obligations of the Lessee hereunder or create any right in Lessee adverse to the interest of the Lessor.

9. Maintenance: Lessee shall, at its sole expense, maintain all existing and new improvements located within the Leased Premises in good repair, including, but not limited to, maintenance of those facilities listed in the Conceptual Plan (Exhibit B), any required navigation safety devices, and erosion control structures within the Leased Premises and along the shoreline. In the event Lessee fails to properly maintain such improvements and facilities, Lessor may terminate this lease and retake possession of the Leased Premises, as set forth in Paragraph 30.

10. Signage: Lessor shall prescribe all information required by Lessor's FERC License for entrance and regulation signs, and Lessee shall fabricate, erect and maintain all said signs in accordance with such requirements.

11. Illegal and Prohibited Uses: Lessee shall not make or permit to be made any illegal or prohibited use of the Leased Premises or any use thereof constituting a public nuisance, shall keep the Leased Premises in a neat and orderly manner, and shall comply with all applicable building codes and health regulations and rules and regulations of any and all applicable government authorities. All water and sanitary sewer facilities shall be designed, installed, constructed, maintained and operated only with the approval of the applicable government authority. Prohibited uses under the terms of the Lease include but are not limited to the following:

- a) Sale of drugs or other illegal controlled substances;
- b) Gambling (e.g. installation of video gaming machines that pay off);
- c) Creation or installation of firearm or shooting ranges;
- d) Limiting facility access to predetermined user groups (for example, only slip owners may use the restroom facilities).

12. Fire Protection: In the event of a fire within or threatening to any facility or adjacent lands within the Leased Premises, Lessee agrees to assist Lessor with the protection of the park or recreation area against such fire.

13. Approval by FERC: This Lease is subject to the review and approval of Federal, State, and local agencies and FERC prior to execution.

14. Portions of Leased Premises Subject to FERC Oversight: As to those portions of the Leased Premises designated as Public Access Areas under the terms of Lessor's license for the Project and being shown and designated "FERC Project Area" on the FERC Keowee Toxaway Development Plans, Lessee agrees that its use of the Leased Premises will comply with FERC Order No. 313, a copy of which is attached hereto as Exhibit E and incorporated here in by reference, and all regulations or directives issued by the FERC. Lessee's use of the aforesaid lands will not endanger health or safety, create a nuisance or otherwise be incompatible with the overall recreational use of the Keowee Toxaway Hydroelectric Project FERC Project No. 2503. Failure by Lessee to maintain and operate the FERC required facilities and areas of the Lease Premises to the standards reasonably required by the FERC shall constitute a default under the terms of this lease pursuant to Paragraph 29.

15. Compliance with State, Federal and Local Laws: Lessee agrees that its use of the Leased Premises as hereinafter provided will be consistent with all FERC orders and regulations regarding recreation opportunities and development, licensed projects, and all other applicable state, federal and local laws as well as all ordinances, rules, regulations and

Pickens County / Warpath Development, Inc. Access Area

APB_00081

sanctions of any regulatory body or governmental agency (state, federal or local) having jurisdiction in the Leased Premises. Lessee's use of the Leased Premises will comply with all applicable Duke Shoreline Management Guidelines and will not endanger health or safety, create a nuisance or otherwise be incompatible with the overall recreation use of the Project. Upon request by Lessor, Lessee shall re-enter the Leased Premises at any time after the termination or expiration of this Lease and perform such operations necessary for compliance with then applicable law, ordinances or regulations in force as of the termination date. Lessee shall be relieved of any responsibility for compliance under this Paragraph 15 if during the Lease term Lessor causes noncompliance by changing conditions upon the Leased Premises, including but not limited to, land use patterns, or causing or allowing any third party to do so.

16. Protection of Environment: All necessary precautions shall be taken during construction and subsequent operation and maintenance of all facilities to protect and enhance the scenic, environmental, recreational and cultural values of any affected lands and waters of the Project.

17. Archaeological Resources: If any archaeological resources are discovered during construction or maintenance activities, such activities shall be halted and the State Historic Preservation Officer shall be contacted to determine what measures, if any, are needed to protect or salvage the resources and Lessee shall notify the Lessor. Written notice shall be given to Lessor and all other appropriate agencies of any such discovery and the measures being implemented, if any are required.

18. Watercraft: Lessee shall require that any watercraft more than twenty (20) feet in length or more than ten (10) feet in width moored within or attached to the Leased Premises must have affixed thereto a certification label indicating that same was manufactured in compliance with the Federal Boat Safety Act of 1971. Excepted from this requirement are watercrafts in safe condition manufactured prior to the effective date of the Federal Boat Safety Act of 1971.

19. Sanitation: Lessee must install a commercially manufactured marine sewage pump-out system if the Lessee permits any one of the following: 1) the sale of boat fuel within the project boundary; 2) a total number of boat docking locations greater than or equal to sixty-five (65); or 3) the mooring of twenty-five (25) or more watercraft with Marine Sanitation Devices (MSD's) with a fixed holding tank. The Lessee may be exempted from this requirement if Lessee provides written documentation from a state or local agency having jurisdiction regarding waste disposal that the facility cannot be permitted to dispose of waste collected from watercraft to the satisfaction of applicable regulations. Lessee shall maintain sanitation facilities as a regular and customary service for pump and or deposits of waste.

20. Utility Easement: Lessor for itself, successors and assigns, reserves the right and, privilege to build, construct maintain and operate electric distribution and/or transmission lines on, over, and above the Leased Premises, and to erect

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construct, reconstruct, replace, maintain and use towers, poles, wires, cross arms and other appliances and fixtures for the purpose of transmitting or distributing electric power, for Lessor's communication purposes, and for any other purpose that is, in Lessor's sole discretion, consistent with its business operations, together with the right to keep said lines, appliances, and fixtures free of structures, trees and other objects that may endanger or interfere with same. Lessor will notify and consult with the Lessee as to the plans for the construction of any buildings or structures to be placed within the Leased Premises, necessary to conduct Lessor's business.

21. Reservation of Use: The right to use the Leased Premises for Project purposes (not inconsistent with the activities and purposes of this Lease) is hereby reserved to the Lessor, its successors and assigns.

22. Reservation of Authority: No terms or conditions herein contained shall be construed as limiting or affecting in any way the authority of Lessor in connection with its exercise of proper protection and administration of the Public Access Areas or its FERC license.

23. FERC License Conflicts: This Lease is subject to the terms and conditions of the license issued by the FERC for the Project. In the event of any conflict between the terms and conditions of this Lease and the terms of the license, it is agreed that the terms of the license shall prevail.

24. Transfer or Assignment: The Lessee may not transfer or assign this Lease or sublease the whole or any part of the Leased Premises to any third party or parties without the prior written consent of the Lessor. Lessor understands and agrees that Lessee may sublease portions of the Leased Premises for facility development, operation and/or maintenance, and hire third parties to manage certain facilities, in accordance with the Conceptual Plan (Exhibit B) as provided in Paragraph 5 herein. However, Lessee will at all times be considered as owner of the facilities and the entity ultimately responsible for construction, operation, and maintenance of the facilities described in the Conceptual Facilities Plan, and no sublease or assignment hereunder shall diminish Lessee's responsibility to Lessor hereunder.

25. Taxes and Assessments: Lessee shall be responsible for all ad valorem property taxes (real or personal) or payments in lieu thereof as may be due during the lease term on the Leased Premises and for any buildings or improvements thereon including the personal property of Lessee.

26. Insurance by Lessee: Lessee agrees that, at its own cost and expense, it shall obtain and maintain in force during the term of this Lease the insurance policies listed in Attachment 1, a copy of which is attached hereto and incorporated by reference as if more fully set forth herein, and shall require any subcontractors doing work on the Leased Premises to obtain and maintain in force the requirements of Attachment 1, Items 5 and 6.

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27. Hazard Insurance: Lessee shall also, at all times during the term of this Lease, keep all improvements which are now or hereinafter a part of the Leased Premises insured against loss or damage by fire and the extended coverage hazards for one hundred percent (100%) of the full replacement value of such improvements. Any loss adjustment shall require the written consent of both Lessor and Lessee. In the event any improvements upon the Leased Premises shall be damaged or destroyed by fire or other casualty, then Lessee shall promptly restore same to the condition existing before such loss or damage.

28. Hazardous Materials: Lessee shall comply with the following:

a) Lessee shall not bring to or handle, store, dispense, transport or locate on or about the Leased Premises any chemical substances, asbestos, oil, gasoline, other petroleum products, formaldehyde, PCBs, or any toxic, carcinogenic, radioactive or hazardous wastes, materials, substances or contaminants (known collectively "Hazardous Materials"), without Lessor's prior written authorization.

b) While handling, transporting or storing any Hazardous Materials on or about the Leased Premises, Lessee shall act in full compliance with all applicable federal, state and local laws, ordinances and regulations.

c) Lessee shall give Lessor immediate written notice of any problem, spill, discharge or threatened discharge of, or relating to, Hazardous Materials on or about the Leased Premises, and of any private or governmental investigation relating to Hazardous Materials on or about the Leased Premises. Lessor shall have the right to participate in and approve any environmental assessment or environmental clean-up plan for the Leased Premises.

d) Lessee, its employees, agents and contractors, shall fully cooperate with any and all federal, state and local governmental officials having jurisdiction over the Leased Premises in resolving any environmental problem.

e) Lessee's failure to comply strictly with the provisions and mandates of this Paragraph shall constitute a breach of this lease, entitling Lessor to terminate this lease and to exercise any other rights and remedies available to Lessor hereunder or otherwise.

29. Default: The following events ("Events of Default") shall be deemed to be events of default by Lessee under this Lease:

a) If Lessee shall fail to pay any sum of money payable hereunder on the date the same is due and such failure shall continue for a period of sixty (60) days after due written notice thereof to Lessor; or

b) If Lessee fails to comply with any term, provision or covenant of this Lease other than the payment of any sum of money, and shall not cure such failure within sixty (60) days after due written notice thereof to Lessee; provided, however, if Lessor, in its sole discretion, determines that such failure

cannot be cured within sixty (60) days, Lessee shall be in default under this lease if Lessee fails to commence to cure such failure within the same sixty (60) day period or thereafter fails to act to diligently and promptly cure such failure; or

c) If Lessee voluntarily discontinues or voluntarily ceases to use the Leased Premises and the Improvements for the permitted use or closes its operations on the Leased Premises for any period greater than ninety (90) days; or

d) If Lessee falls behind schedule on the construction of facilities approved as part of the Conceptual Plan (Exhibit B) and fails to notify Lessor and follow the requirements set out in this Lease; or

e) Any other event of default specifically addressed in the paragraphs contained herein.

Upon the occurrence of an Event of Default hereunder, Lessor shall be entitled to pursue any one or more of the following remedies without notice or demand:

- a) Terminate this Lease and Lessee's right of possession of the Leased Premises in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to or any other remedy which it may have for such Event of Default, enter upon and take possession of the Leased Premises, and expel or remove Lessee and any other person or entity who may be occupying the Leased Premises or any part thereof, by force, if necessary, without being liable for prosecution or any claim for damages therefore;
- b) Without having terminated this Lease, terminate Lessee's right of possession of the Leased Premises, by force, if necessary, without being liable for prosecution or any claim for damages therefore, and perform Lessee's obligations under this Lease, and Lessee shall reimburse Lessor upon demand for any expenses which Lessor may incur in effecting compliance with the terms of the lease and Lessor shall not be liable for any damages resulting to Lessee from such actions;
- c) Bring suit for the collection of any amounts for which Lessee is then in default, or for the performance of any other covenant or lease by which Lessee is bound, with or without entering into possession or terminating this Lease.
- d) In the event Lessor elects to terminate this Lease by reason of the occurrence of an Event of Default, this Lease shall terminate and come to an end as if that were the date originally fixed herein for the expiration of the Term hereof. Notwithstanding such termination, Lessee shall be liable for and shall pay to Lessor all indebtedness accrued hereunder to the date of such termination
- e) In case of any Event of Default or breach by Lessee, Lessee shall also be liable for the costs of removing and storing Lessee's or any other occupant's personal property; and all expenses incurred by Lessor in enforcing or defending Lessor's rights and/or remedies, including reasonable attorney's fees.

It is expressly agreed and understood that violation of any of the covenants, conditions, terms or provisions of this Lease by Lessee shall terminate this Lease at the option of the Lessor. Failure of Lessor to exercise any of said rights of Lessor under this Lease shall not be construed as a waiver or abandonment of the right thereafter to exercise any or all of same. In the event that the Lessor terminates this Lease under any of the above written conditions, the Lessor may enter the Leased Premises and expel the Lessee there from; or the Lessor may, in lieu thereof or in conjunction therewith, pursue any other lawful right or remedy incident to the relationships created by this Lease. Lessor must give sixty (60) days' notice in writing to Lessee of its intent to terminate, except that only thirty (30) days' written notice shall be required for termination for nonpayment of rent or taxes. Lessee shall have the right to cure any violation during said sixty-day (or thirty-day, as the case may be) notice period, in which event Lessor may not terminate this Lease.

In the event that this Lease is terminated by Lessor for any reason other than those listed as "Events of Default" above or expires, all buildings, improvements, fixtures and other items of real property shall become the property of the Lessor. Lessor, however, shall reimburse Lessee for its contribution to this Lease and its actual cost for all capital improvements, based on a life expectancy and depreciation schedule agreed to by Lessor and Lessee once the capital improvement total cost has been determined and a depreciation schedule has been developed and before the facilities have been installed on site. At the option of Lessor, Lessee shall remove all personal property within thirty (30) days of the termination or expiration of the Lease as directed by Lessor, Lessor may at its option retain and use any portion of same or remove and dispose of any portion of same without liability to Lessor and shall be reimbursed by Lessee for its cost thereof.

30. Surrender of Lease: The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof shall not work a merger and shall, at the option of Lessor, terminate all or any existing subleases or sub tenancies, or may at the option of Lessor, operate as an assignment to it of any or all such subleases or sub tenancies.

31. Condemnation: If the whole or any part of the Leased Premises is taken or condemned by any competent authority for any public use or purpose, then this Lease shall automatically terminate as to the portion taken as of the date said title shall be taken. If a portion of the Leased Premises shall be taken so as to render the remainder thereof unusable for the purpose for which the Premises were leased, then this Lease shall terminate as of the date said title shall be taken. In the event that any portion of the Leased Premises shall be taken or this Lease shall be terminated as a result of a taking of the whole or a portion of the Leased Premises, Lessee shall have no claim against Lessor for the value of any unexpired portion of the lease term. Lessor shall be entitled to the entire award given, including any special damages, except that, to any portion of payment received by way of just compensation which is attributable to the value, if any, of any capital improvements, taken or damaged, Lessee shall be entitled to receive a pro-rata share thereof based on the percentage thereof.

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its funding contribution therein bears to the total capital costs thereof. In the event that either party should disagree with the valuation given within any award to any improvements taken or damaged, or be unable to agree between themselves as to such value, the parties agree to arbitrate such question of valuation and to apportion their award so as to separately set forth the contributing value, if any, of each improvement taken or damaged.

32. Severability: The provisions hereof are independent covenants and should any provision or provisions contained in this lease be declared by a court or other tribunal of competent jurisdiction to be void, unenforceable or illegal, then such provision or provisions shall be severable and the remaining provisions hereof shall remain at Lessor's option in full force and effect.

33. Indemnity: Lessee covenants to indemnify and save harmless Lessor from and against any and all claims, liability, loss or damage, arising from any conduct, work or thing done under the terms of this Lease, to include injury or damage to any person or persons, including Lessor, or to the property of any person, or persons or corporations occurring on or within the Leased Premises which are the subject of this Lease, as the result of any activity of Lessee, its agents, employees, or any other person or entity under the direction of the Lessee, and for any protection, mitigation and enhancement measures or activities required by FERC or its successor agency in connection with the activities conducted by Lessee hereunder.

34. Limitation of Liability: Lessor and Lessee agree to warrant that any and all work performed within the Leased Premises will be performed with professional thoroughness and using acceptable standard business practices. Lessor's total cumulative liability to Lessee for claims of any kind whether based on contract, tort (including strict liability and negligence except for gross negligence or willful misconduct on part of Lessor), under any warranty or otherwise, for any loss or damage relating to this Lease, shall in no case exceed the cost of completing the work in accordance with acceptable business practice, and Lessee releases Lessor from all further liability in excess of this amount for any work performed under this Lease. Lessee further releases Lessor from any and all liability resulting from any injury of any employee of Lessee or anyone performing any service at the direction of the Lessee on the Leased Premises, excluding any acts of willful misconduct of the Lessor.

Neither party shall be liable, whether based on contract, tort (including negligence and strict liability), under any services or work performed relating to this Lease, for any consequential, indirect, special, or incidental loss or damage, any damage (except to the extent damage resulted from willful misconduct) to or loss of any property or equipment.

This limitation of, or protection against liability shall also protect directors, officers, members, employees, agent consultants, suppliers, subcontractors, parents, subsidiaries, and affiliates of the Lessor and shall apply regardless of fault (excluding willful misconduct), gross negligence or strict liability of the respective party.

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Lessee waives and will require its insurers to waive all rights to recovery and claims of any kind, including rights and claims to which its insurers or another may be subrogated, against Lessor arising out of damage to, loss of or loss of use of any Lessee's property, located on the Leased Premises, whether based on contract, tort (including strict liability and negligence except for gross negligence or willful misconduct on part of Lessor), under any warranty or otherwise. These waivers are effective as to all damages to or losses of use of property arising out of or relating to this Lease or deficiencies in the services provided hereunder and Lessee hereby covenants that no such action or claim shall be brought by or through Lessee on any theory whatsoever. In the event Lessee or its insurers recover damages from a third party for losses or damages to which the foregoing waivers apply, Lessee shall indemnify and hold Lessor harmless against any liability for any such losses or damages which said third party recovers from Lessee and any expenses (including attorney fees and other cost of investigation and defense) related hereto. **The limitation of liability in this provision shall apply notwithstanding any other provision of this Lease.**

35. **Flooding:** Lessor reserves the unlimited right to back or flood the waters of Lake Keowee and its tributaries from time to time and at any and all times over and upon the Leased Premises or any portion of the same, to such extent the flooding may be necessary in connection with the practical operation of its hydroelectric power plants located or to be located in the future upon the Lake Keowee. Lessor shall give Lessee as much notice as possible if flooding is necessary in order to give Lessee reasonable time to make proper arrangements and minimize loss. Lessee agrees that any damage it may suffer as a result of such flooding shall not be claimed or charged against Lessor. Lessee hereby waives all claims against Lessor for damages resulting from floods that may occur on the Seneca or Keowee Rivers or any tributary thereof.

36. **FERC Project Restoration:** Lessor shall be under no obligation to Lessee to maintain or continue to operate the Project and should said Project be damaged, destroyed or removed, the Lessor shall be under no obligation to restore or rebuild same, and Lessee hereby waives all claims against Lessor for damages to or destruction or removal of the Project.

37. **Parties Bound:** The covenants and conditions herein contained shall, subject to the provisions as to assignment transfer and sub-leasing, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto; provided, however, that neither this lease nor any provisions therein may be assigned by Lessee except with the prior written consent of the Lessor as provided in Paragraph 24.

38. **Survival:** Lessee's indemnity obligations under Paragraph 33 shall survive the termination or cancellation of this Lease and shall remain in effect.

39. **Recovery of Fees and Costs:** If any action is taken by Lessor to enforce any provision, covenant or agreement contained in this Lease or if Lessor is required to retain an attorney to enforce any provision, covenant or agreement

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contained in this Lease (including, without limitation, the payment of rent due hereunder or the removal of any encroachment constructed on the Leased Premises in violation of the Lease), then Lessor shall be entitled to recover from Lessee all Lessor's reasonable attorneys' fees and court costs incurred in such action and/or enforcement.

40. Notices: Wherever in the Lease it shall be required or permitted that notice be given by either party to this Lease to the other, such notices must be in writing and must be given personally or forwarded by certified mail addressed as follows:

To Lessor: Duke Energy Carolinas, LLC
Lake Services, EC12Q
P.O. Box 1006
Charlotte, NC 28201-1006

To Lessee: Warpath Development, Inc.
P.O. Box 24234
Greenville, SC 29616

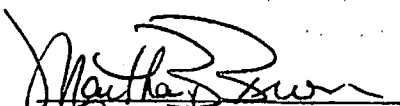
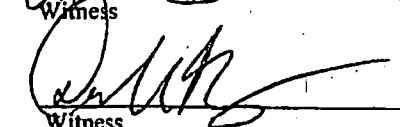
Such addresses may be changed from time to time by notice given hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this the day and year first above written.

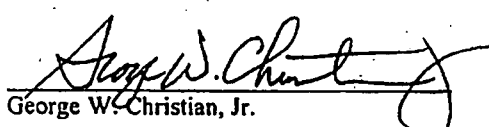
[SIGNATURES BEGIN ON FOLLOWING PAGE]

LESSOR

Duke Energy Carolinas, LLC,


Witness

Witness

By:

Name: 
George W. Christian, Jr.

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Title: Manager, Real Estate Acquisitions and Valuations

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, ROBERT J. EARLEY, a Notary Public for said State and LINCOLN County, certify that George W. Christian, Jr. personally came before me this day and acknowledged that he is Manager, Real Estate Acquisitions and Valuations of Duke Energy Carolinas, LLC, a North Carolina limited liability company, and that he, as Manager, Real Estate Acquisitions and Valuations, being authorized to do so, executed the foregoing on behalf of the limited liability company.

WITNESS my hand and official seal this 21st day of DECEMBER, 2006.

My Commission Expires: FEBRUARY 28,
2007

Robert J. Earley
Printed Name: ROBERT J. EARLEY
Notary Public

[NOTARIAL SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LESSEE

WARPATH DEVELOPMENT, INC.

By: Andrew P. Ballard
Name: Andrew P. Ballard
Title: President

Leann L. Cured
Witness

Trickia Fleming
Witness

Pickens County / Warpath Development, Inc. Access Area

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STATE OF South Carolina
COUNTY OF Greenville

ACKNOWLEDGMENT

This instrument was acknowledged before me this 3 day of January, 2006, by
Andrew P. Ballard (name of officer), as President
(title of officer) of Warpath Development, Inc., a South Carolina corporation, on behalf of the corporation.

WITNESS my hand and official seal this 3 day of January, 2006.

My Commission Expires: _____

My Commission Expires March 22, 2012

Stephanie Cohens

Printed Name: Stephanie Cohens
Notary Public

[NOTARIAL SEAL]

12/18/2006

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Insurance Coverage and Limits for
Warpath Development, Inc.
ATTACHMENT A

1. At its own expense, and without limiting its indemnity obligations under the Agreement, Lessee shall secure and maintain during the term of the Agreement the insurance coverages listed in Item #4, in accordance with this Agreement in forms and with insurance companies qualified to do business in all states where work will be performed. Required insurance (as described herein) shall be provided by companies that have a minimum A.M. Best Rating of A- VII.
2. All insurance shall have or be subject to the following terms and conditions:
 - a. Lessee shall deliver to Lessor certificates of insurance prior to work beginning. Certificates of each renewal of the insurance shall be delivered promptly after renewal. Acceptance of a certificate that does not comply with this Agreement shall not operate as a waiver of any of this Agreement's obligations.
 - b. The policies shall each contain a provision that coverages will not be cancelled, not renewed or materially modified unless at least thirty (30) days' prior written notice has been given but, in any event, if Lessee is aware of any such cancellation, reduction in coverage or non-renewal, Lessee shall provide written notice to Lessor of such action within five (5) business days of receipt of notice of any such action from its carrier.
 - c. Lessee shall name Lessor as an additional insured, using Insurance Services Office, Inc. (ISO) additional insured (CG 20 10) or equivalent, under all required policies of liability insurance. (except Worker's Compensation Insurance). All policies shall include waivers of any right of subrogation of the insurers using standard ISO forms.
 - d. All policies of insurance required hereunder shall be endorsed or shall otherwise provide that Lessee's insurance shall be primary with respect to their own acts or omissions and not be in excess of, or contributing with, any insurance maintained by Lessor.
 - e. Umbrella Insurance may be used to satisfy the limit requirements for Employer's Liability Insurance, Commercial General Liability Insurance, and Comprehensive Automobile Liability Insurance set out in Item #4 below. Such umbrella policy shall follow the form of those primary coverages, be in excess of those underlying policies without gaps in limits and provide coverage as broad as the underlying.
3. Lessee will be responsible for their own respective deductibles, self-insured retentions, and self-insurance under its insurance program. Should Lessee fail to provide or maintain any insurance required hereunder, Lessor may then obtain general liability insurance against any and all claims for injuries to persons or damage to property occurring on the Leased Premises, during the balance of the term of this Lease, in the amounts hereafter provided, whereupon Lessee shall reimburse Lessor annually within forty-five (45) days following Lessor's presentation to Lessee of copy of the invoice showing Lessor's premium for the current year.

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Warpath Development, Inc.
ATTACHMENT A

4.	Coverage Type	Minimum Coverage Limits
a)	Workers' Compensation <i>Any Lessee who does not carry Workers' Compensation coverage must give Lessor a letter stating that they are exempt from the law and will hold Lessor harmless from all injury except those injuries resulting from Lessor's gross negligence.</i> Employers Liability	Must meet statutory requirements of each state in which the Services are to be performed and any other state in which Lessee operates. Each accident for bodily injury \$1,000,000 Policy limit for bodily injury by disease \$1,000,000 Each employee by disease \$1,000,000
b)	Commercial General & Excess Liability Insurance having standard coverages offered under an ISO form CG-00-01 (10/01) or equivalent. If ISO CG-00-01 (10/01) or equivalent is not used, the policy must include the following coverages: ▪ Premises – Operations; ▪ Products Liability/Completed Operations; ▪ Broad Form Property Damage; ▪ Contractual Liability (Broad Form) Including 3rd party coverage; ▪ Explosion, Collapse and Underground; ▪ Hazard and Personal Injury, with Employee Exclusion and Contractual Exclusion deleted.	\$2,000,000 per occurrence
c)	If vehicles will be used: Business Automobile & Excess Liability Insurance on ISO form (CA 00 01) or equivalent. Must include coverage for: ☐ Owned motor vehicles; ☐ Hired motor vehicles; and ☐ Other non-owned vehicles	Combined single limit of liability of \$1,000,000 per occurrence
d)	If Lessee will serve or sell alcohol at the Project property, Lessee will provide liquor liability coverage.	\$1,000,000 per occurrence

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Warpath Development, Inc.
ATTACHMENT A

5. Upon Lessee contracting with an entity for the purpose of constructing any facilities on the Leased Premises, Lessor shall be named as an additional insured on all insurance policies (except Workers Compensation) covering the scope of such activity prior to the commencement of any activity by Lessee, its agents or contractors and shall include a waiver of any rights of subrogation of the insurers against Lessor. Any contractor or subcontractor performing work on property that is the subject of this Lease shall have in place prior to commencement of any activity and during the performance of any activity, the types of insurance and minimum coverage limits listed in Item #6 below.

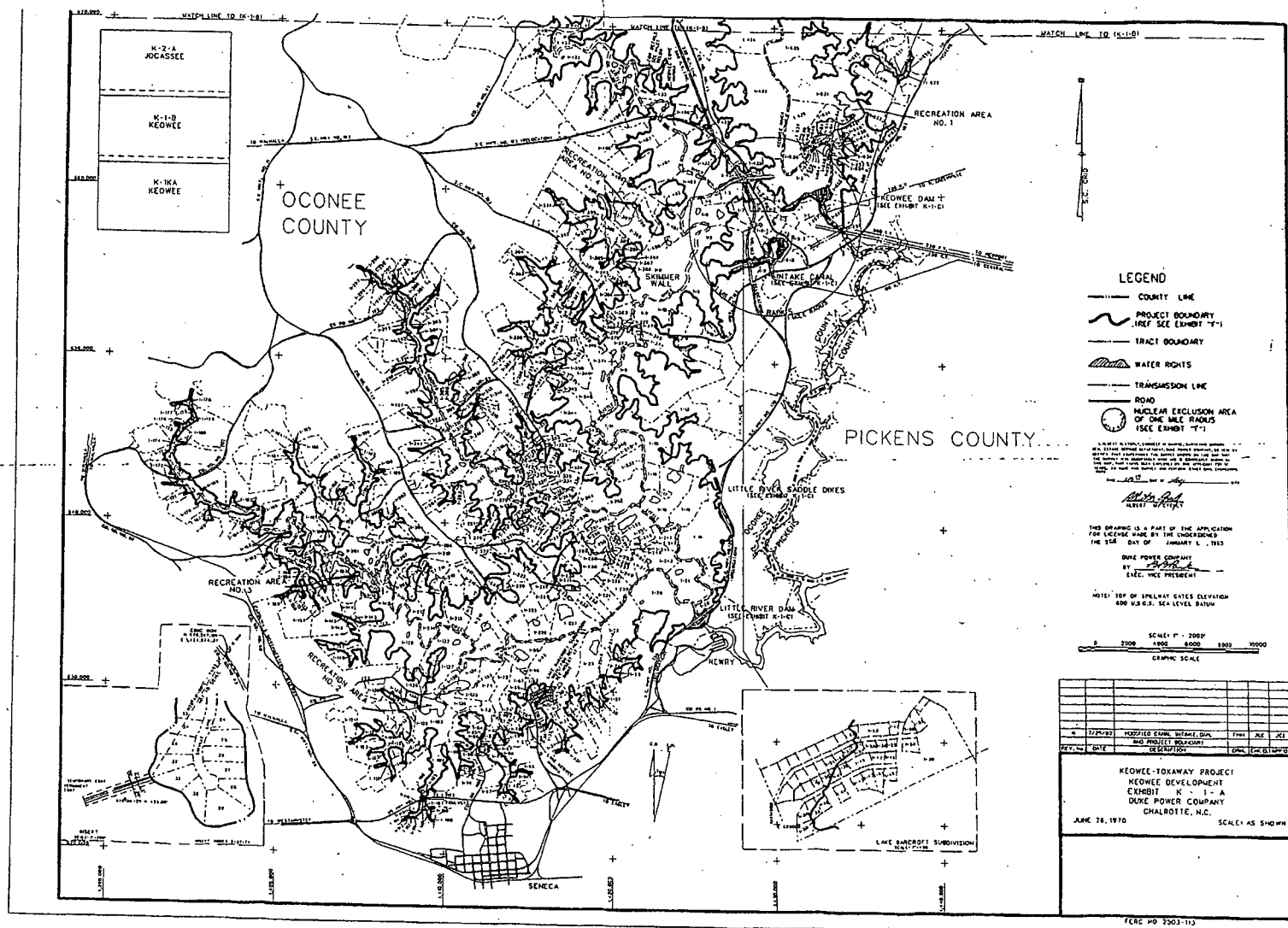
6.	Coverage Type	Minimum Coverage Limits
a)	Workers' Compensation <i>Any Lessee who does not carry Workers' Compensation coverage must give Lessor a letter stating that they are exempt from the law and will hold Lessor harmless from all injury except those injuries resulting from Lessor's gross negligence.</i> Employers Liability	Must meet statutory requirements of each state in which the Services are to be performed and any other state in which Lessee operates. Each accident for bodily injury \$ 500,000 Policy limit for bodily injury by disease \$ 500,000 Each employee by disease \$ 500,000
b)	Commercial General & Excess Liability Insurance having standard coverages offered under an ISO form CG-00-01 (10/01) or equivalent. If ISO CG-00-01 (10/01) or equivalent is not used, the policy must include the following coverages: ▪ Premises - Operations; ▪ Products Liability/Completed Operations; ▪ Broad Form Property Damage; ▪ Contractual Liability (Broad Form) Including 3rd party coverage; ▪ Explosion, Collapse and Underground; ▪ Hazard and Personal Injury, with Employee Exclusion and Contractual Exclusion deleted.	\$2,000,000 per occurrence
c)	If vehicles will be used: Business Automobile & Excess Liability Insurance on ISO form (CA 00 01) or equivalent. Must include coverage for: ☐ Owned motor vehicles; ☐ Hired motor vehicles; and ☐ Other non-owned vehicles	Combined single limit of liability of \$1,000,000 per occurrence
d)	Contractor's Pollution Liability Coverage	\$1,000,000 per occurrence

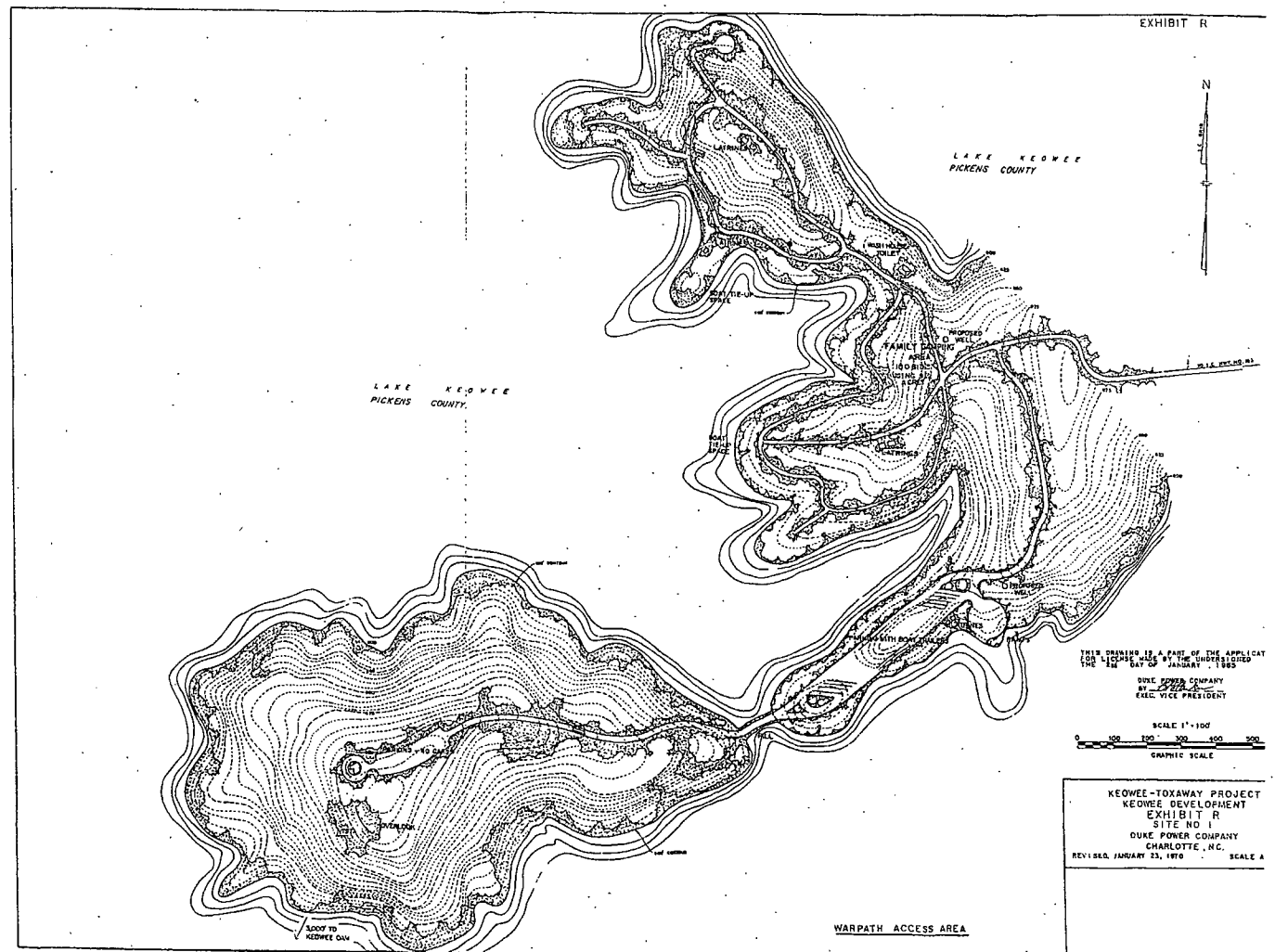
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EXHIBIT A

Property Map

APB_00095





FERC NO. 2503-47

APB_00097

EXHIBIT B

CONCEPTUAL PLAN FOR WARPATL LANDING

APB_00098

Conceptual Plan
for

Warpath Landing

Public Access Area
for

Lake Keowee

Prepared by

The Ellis Group P.A.
220 N. Main St. Suite 325
Greenville, SC 29601
864.235.7464

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Introduction:

The proposed development is a preliminary plan for a 56 acre tract of property on the eastern shore of Lake Keowee in Pickens County, South Carolina.

The main objective of this proposal is to create an environment for many types of outdoor recreation that are related to the natural surroundings of beautiful Lake Keowee. This development would provide recreation opportunities for the general public, enhancing the quality of life for Pickens County residents as well as visitors. At present, such a facility is not available. This development would, therefore, create new tourism opportunities and consequently economic good for the area as well.

In reviewing this proposal it is important to understand that this is a preliminary study of the possibilities of the site. All consideration for proper permitting as required by all applicable agencies will be made throughout the process of the entire project. Naturally, the structures and amenities proposed would be subject to all local, state and Federal regulations.

The Site

The proposed site of Warpath Landing features lovely views to the North, West, and South. The northern views are particularly exciting, with a spectacular view of the Blue Ridge Mountains. A primary design goal is to capture these views throughout the development. Additionally, it is the plan of the developer to respect the natural ecological environment of Lake Cowardin in every way possible and to actually enhance the natural beauty of the site.

The site is heavily wooded, containing trees of many varieties. The terrain is fairly steep, varying in places to a more shallow grade. Another design goal is to utilize the contours of the site for recreation purposes to the fullest potential and thus offering several venues for recreation of varying nature.

Another design goal is to respect the history of this particular site. It is a unique history involving the Cherokee Indians, early American settlers as well as the British. In developing the future direction for the site, this proposal calls for consideration to retain a memory of the past history of this area.

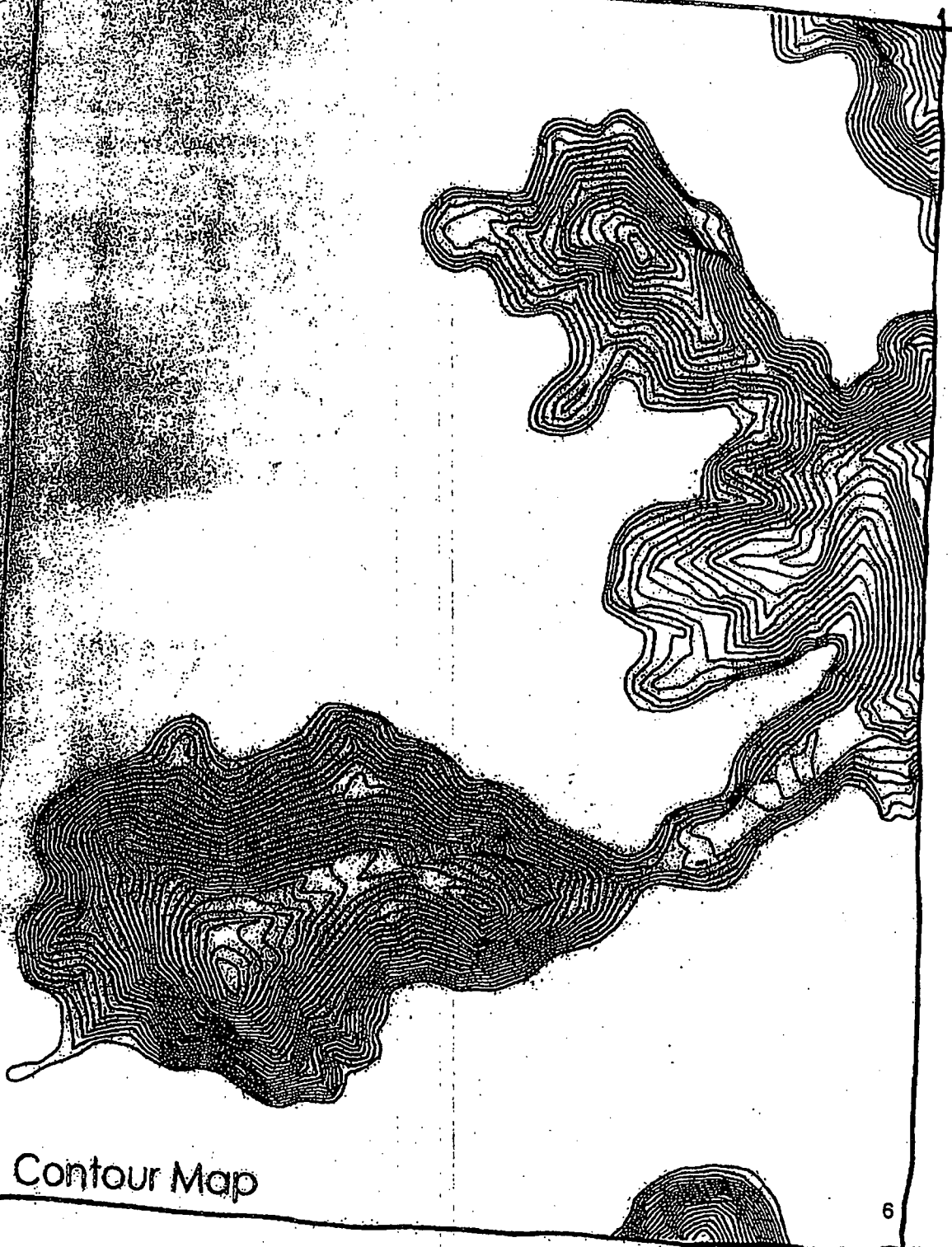
The following program considers these possibilities as well as the many practical considerations to create a place fully reflecting a flavor and character of Pickens County and this particular site. This project has the potential to enhance the quality of life for many people for generations to come.



Aerial Photograph

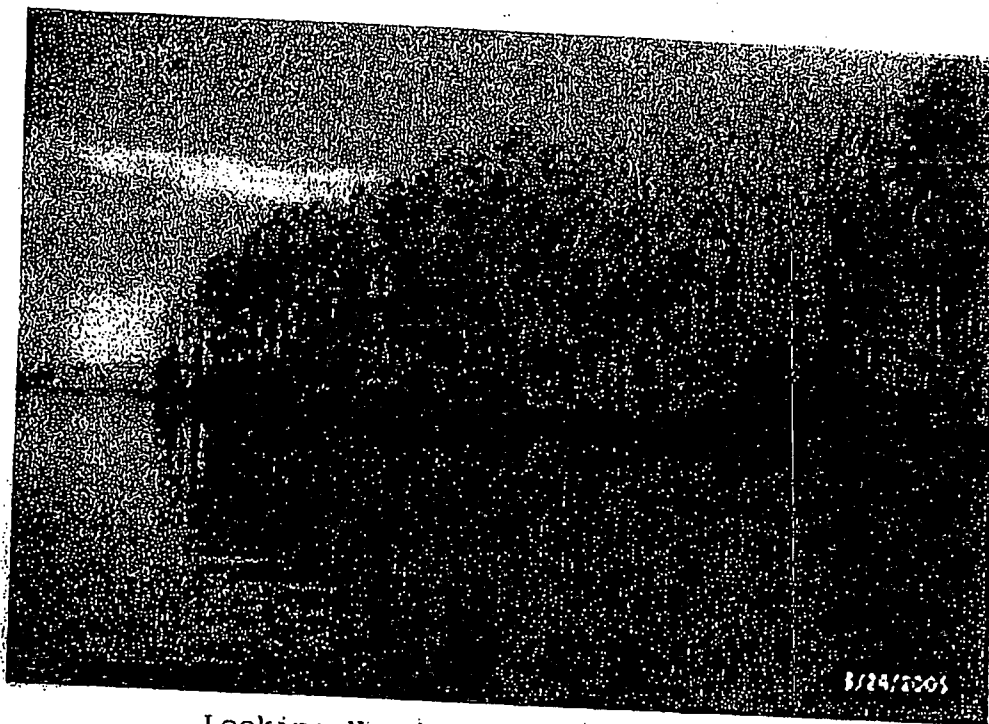
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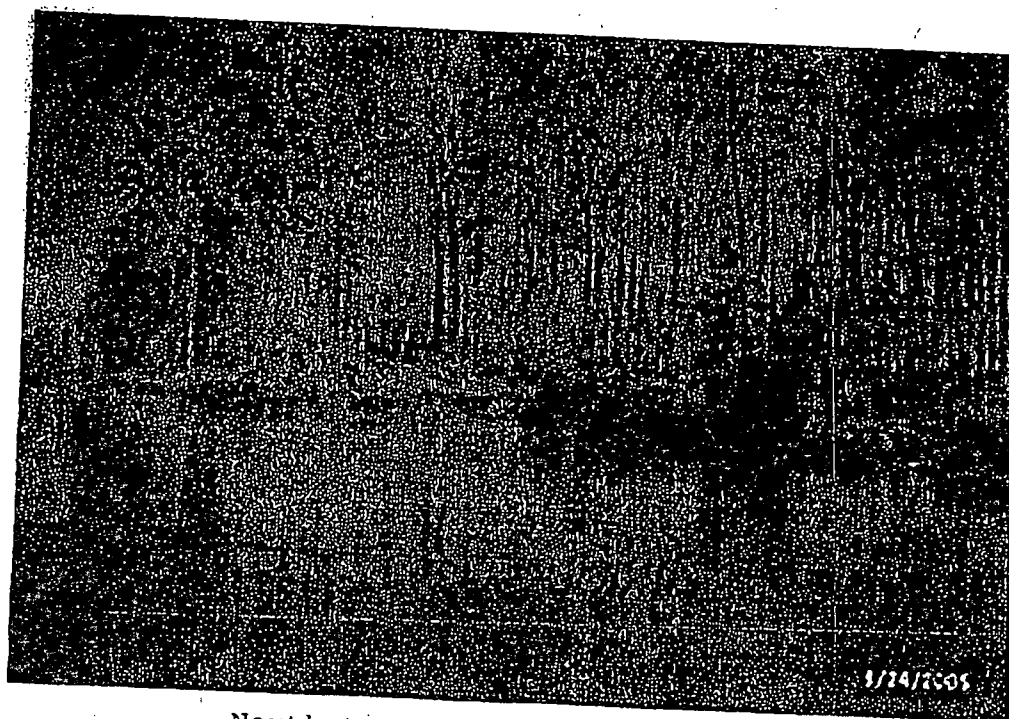


Contour Map

APB_00104

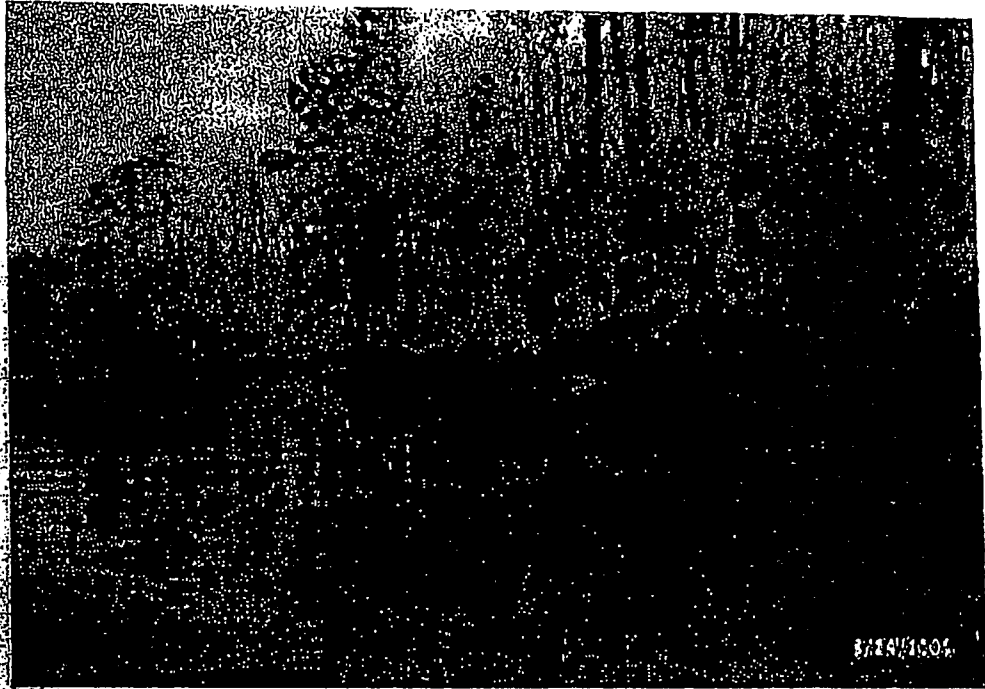


Looking North up Lake Keowee with
mountains in the background

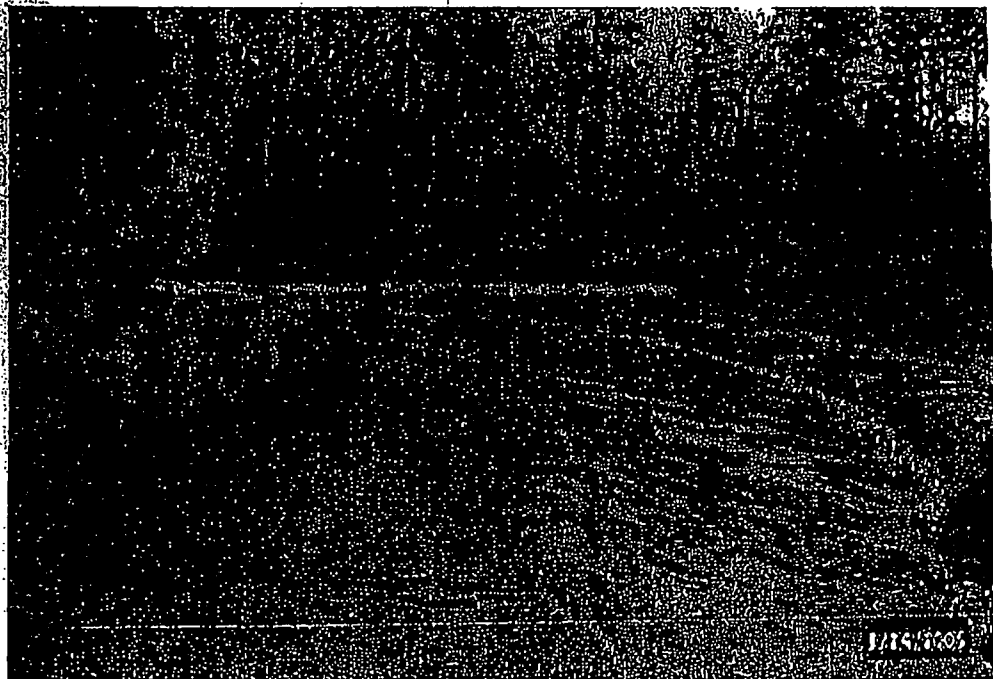


North towards camping peninsula

APB_00105

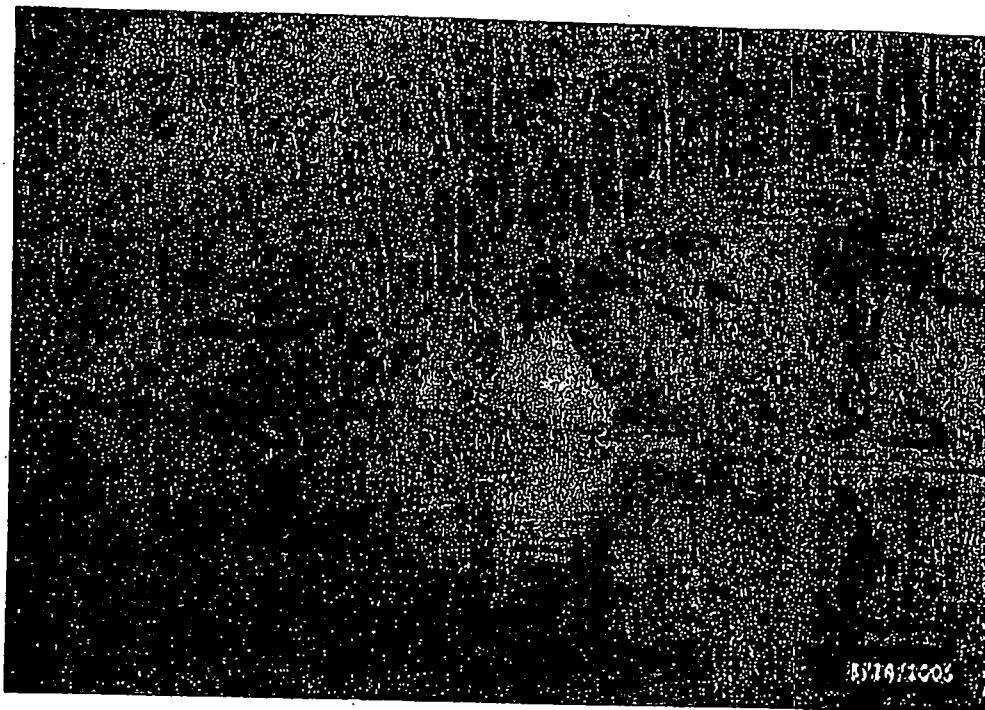


North by Marina Point
towards camping area

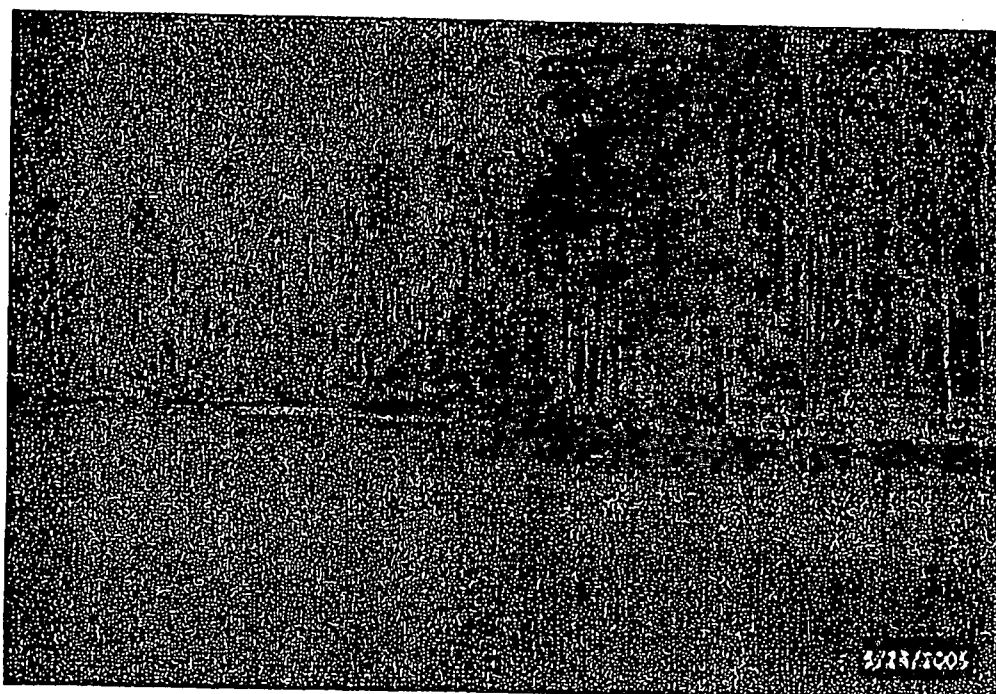


East towards swimming area

APB_00106



North towards Lodge area



North towards camping area

APB_00107

Historic Context:

A brief look at some features of this land and its first inhabitants brings some relevant information to the project. The Cherokee Indians lived along the river and bottom land which later became Lake Keowee. They thrived in the bottom lands from Virginia southward. They built their houses in villages, much like Early American settlers did. Villages were separated by day-long walks, houses were made of wood and stone, fields were planted, nuts and berries were gathered, game was cured, tobacco was smoked and the Cherokee people adhered to high ethical standards. "Fire", the center of life, became the Cherokee word for "home."

Rivers between the Cherokee mountains, fed by creeks running from all directions, flowed north and west into the Great River, the Cherokees' lifeline to other Indian cultures. A network of roads followed those rivers and streams to connect the Cherokee villages. Steep mountain gaps limited routing choices so Cherokee roads converged at certain gaps, just as roads do today in those mountains. Village chieftains lead and represented the people to the tribe as a whole. The people used the roads to trade and compete with other villages.

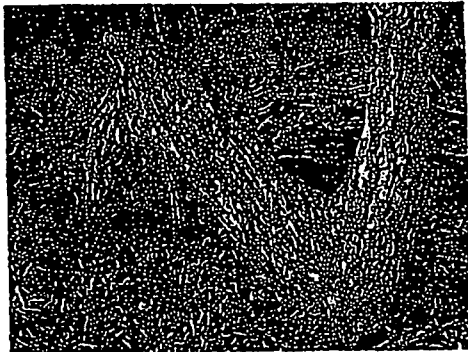
The installation of Prince George Fort and the arrival of the British had a great impact on the history of the area. Several Colonial, British, and Cherokee played a significant part in the history of the area. The following timeline gives a brief account of this history.

Indian Trail Trees, which are also known as bent trees, were once very prevalent in this area. The Indians native to this area, most often the Cherokee, are assumed to have used them to mark directions or trails to areas important to them. They took young saplings, bent them at a right angle perpendicular to the ground and pointing in the desired direction. They then tied them in this position. As the tree grew, the top portion would turn up toward the light but the segment that had been tied down would always point in a specific direction.

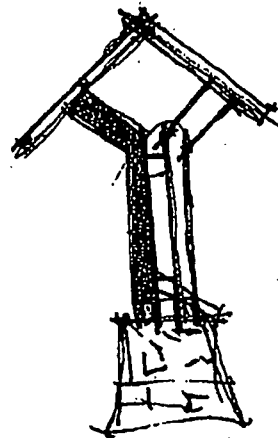
The trees were used to indicate different things. They might show a trail to a river or settlement. Some were used to indicate where natural springs were located. Sometimes they were used as message trees and were either

marked to indicate a message or had a hollowed out section where messages could be hidden.

This proposal calls for using the theme of "Indian Trail Trees" to mark areas along the nature/bike trail. Additionally, this idea is used as a recurring theme throughout the architecture of the development, articulating a unique form incorporated into the post and beam construction of the building form. Also, many of the names of places within the development have names influenced by this history.



Indian Trail Tree



APB_00109

Historic Timeline:

1540 - Cherokee have contact with De Soto expedition

1670 - The South Carolina Colony established

1670' s - Tribes acquire firearms

1684 - Treaty with South Carolina and Cherokee

1690 - Secretary of Colony, James Moore, ventures into Cherokee country looking for gold

1693 - Cherokee Chiefs visit Charleston demanding firearms for their wars against neighboring tribes.

1705 - North Carolina complains that the South Carolina governor' s trade of Native American slaves had so angered the tribes that the Indian War was inevitable.

1711 - 1713 - Cherokee aid the colony in driving out mutual enemy, the Tuscarora.

1715 - Combined tribes in the region threatened to wipe out South Carolina in a war that broke out. Peace was made with a large exchange of guns and ammunition for alliance with the colony.

1715 - Cherokee drive Shawnee northward out of the Cumberland River Region.
1721 - Cherokee sign treaty with South Carolina to systematize trade. One condition of the treaty established a fixed boundary between the Cherokee and the colony. This was the first land cession made by the Cherokee to the Europeans.

1730 - Seven Cherokee make the trip to London to meet with King George II. Atta Kulla Kulla was one of them.

1738 - Small pox was introduced to the Cherokee killing nearly half the tribe within a year.

1749 - South Carolina Independent Companies is formed replacing the disbanded General Oglethorpe's Regiment

1753 - 1768 - Fort Prince George was named for the Prince of Wales (later King George III) and served as the principal Carolina outpost in the Cherokee lower towns.

1754 - Treaty reaffirming the Cherokee alliance to the English is signed.

1755 - 1763 - French and Indian War. Cherokee would have sided with the French except for the dependence on trade with the English.

1757 - South Carolina Provincial Regiment is formed.

1759 - Thirty-two Cherokee spokesmen are held hostage at Fort Prince George. Chief Attakullakulla negotiates the release of Oconostota and two others. The remaining twenty-nine chiefs remained captives.

1760 - Cherokee lure Lieutenant Coymore outside the walls of Fort Prince George and mortally wound him. The same day the remaining chiefs who are being held hostage are killed. Cherokee start a fight with South Carolina and push frontier line back 100 miles to the Edisto River.

1761 - Attakullakulla signs a treaty with South Carolinas colonial government.

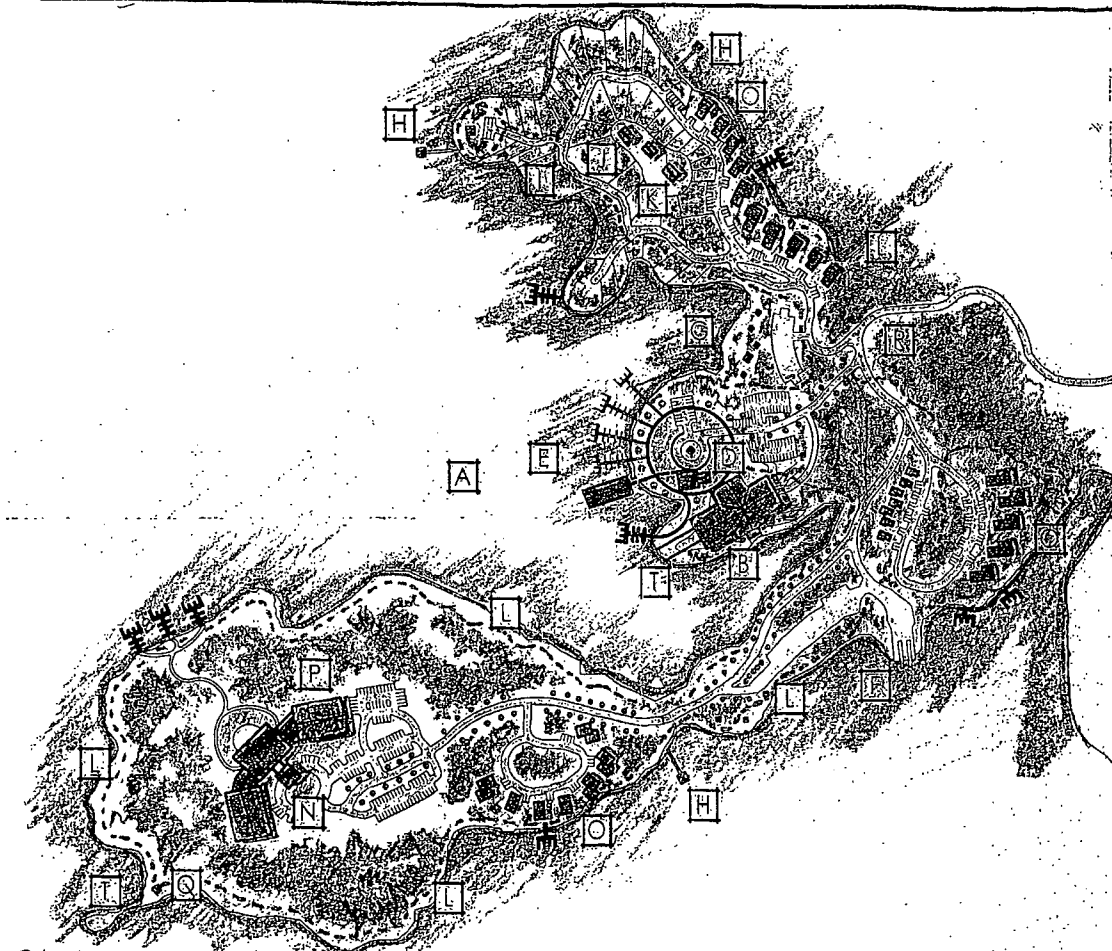
1775 - Cherokee sign the Henderson Purchase which ceded land north of Cumberland River and what is now Kentucky.

1776 - British invade Charleston and Cherokee once again attack colony.

1777 - Cherokee sign Treaty of DeWitt's Corner, which ceded nearly all of South Carolina except the northwestern corner, which is now Oconee County.

1790 - 16,000 people move into Greenville, Pickens, Oconee, and Anderson Counties. Cherokee and Creek make raids on South Carolina and Georgia. South Carolina establishes block houses along its northwest boundary for protection.

1816 - Cherokee sell the last of their South Carolina land to the colony.



SITE PLAN (MASTER PLAN)

1" = 300'-0"

Letters correspond to items on pages 12-18

Elements of Proposal:

- Please note the following features of the proposal are labeled on the site plan accordingly. Please review site plan to determine location of each feature.

Each element of this proposal will be planned with ADA accessibility features as an integral part of the design in all places where it is reasonably achievable.

o Water related features

A. Marina

The marina will be located conveniently for public use and will provide a "courtesy dock" for short term "parking" as well as fueling. Though this proposal is preliminary, at the appropriate time a Spill Prevention Control & Countermeasure Plan will be provided.

Another service available to the public at the marina will be a marine sewage pump out service to the public at nominal charge.

Adjacent to the marina will be a shop for maintenance and repair of boats. Design considerations will be made for the possibilities of boats arriving both by water and by land.

B. Dry dock boat storage

The dry dock boat storage facility will store boats under cover year round and will be designed for 100-200 boats. Storage for boat trailers will not be a part of this facility.

Boats will be handled by forklift to be placed on storage racks and also lower into the water as needed. A boat owner could call the facility and upon arrival to Warpath

Landing, his boat would be waiting for him. Boat storage would be available on a fee basis.

C. Marina convenience store

The marina convenience store will provide the essentials people may need while boating, camping, fishing, swimming or sunning. The store would be located near the active hub area of the marina to be convenient for both boaters as well as others. Ample parking will be provided close by. Restroom facilities will also be provided. Nearby fueling and courtesy docks (approx. 20 slips) will serve as an access to the facility by boat as well as provide a needed fueling station for Lake Keowee.

D. Deli/Grill

The deli/ grill will be a place to grab a quick sandwich. Sandwiches will be available for eat in or for takeout. An outdoor eating area and restrooms will be included in this facility. The size and type of facility may be something on the order of a "Schlotsky's."

E. Boat slips

The boat slip area will include covered and uncovered slips. The number of slips and the particular arrangement will develop with the phases of the project. There will eventually be 2 walkways with slips on each side to be developed as the demand indicates but not to exceed space for 100-200 boats.

F. Public boat launch and parking

A public boat launching area, which will utilize elements of the existing boat ramp, will provide a place for day users, campers or anyone to launch their boat. The existing facility will be utilized and improved. Restroom facilities and picnicking areas with small picnic shelters will be nearby. Ample parking for vehicles and boat trailers will be provided.

G. Public swimming area

A public swimming area will be available for anyone to spend the day and enjoy the lakeshore. This would be similar to the swimming area at Devil's Fork State Park and would feature restroom facilities and picnic areas. There will not be a lifeguard on duty. Parking would be available in the nearby paved parking area which is currently designed with consideration for 70 vehicles. Secondary overflow parking would be developed as needed. This secondary parking area would simply be a grass area to be utilized only for the occasional event or holiday situation. If this proved to be something utilized on a regular basis, this area could be paved as well. It is the intent to keep the development as natural and sustainable as is reasonably achievable.

H. Public fishing pier

There would be provisions in the development for 2-3 fishing piers. These would allow the possibility for fishing from a pier in both covered and uncovered spaces. Nearby parking for 4-6 cars per pier would be provided.

To encourage the healthy maintenance of fish populations, various techniques will be employed. Manmade fish habitats will be installed under the fishing piers. Natural vegetation along the shoreline will be preserved, protected and replenished. Proper erosion control methods will serve to protect the natural habitat of plant and wildlife.

o Outdoor recreation

I. R/V Sites and Campground

To accommodate overnight camping, facilities for various types of camping will be provided. Plans call for campsites for 15-25 larger "R.V." type-sites as well as 20-40 tent campsites.

The campground area will include a bathhouse as well as dump station. The design of the site allows campers to be part of the entire resort through the use of the swimming area, nature trail, secondary recreation areas, fishing piers as well as a close connection to cabin areas. Adequate parking for each campsite will be developed as the design matures.

One opportunity the site offers is the possibility of group camping on the two south facing peninsulas.

J. Picnic areas

Picnic areas of varying types will be planned for at strategic areas throughout the development. Some of these will be uncovered some will be covered. These shelters will be available for day users as well as vacationers.

K. Larger picnic shelter

The large picnic shelter will be adjacent to the RV/Camping area. This structure will be approximately 30' x40' with a large open hearth stone fireplace on one end. The rustic facility would be suitable for campground functions such as a square dance, sing-a-long or a casual worship service. This facility could be used for many different functions such as a boat club barbeque, family reunion potluck dinner or church picnic. The nearby bathhouse will serve as restroom facilities. Nearby parking for the swimming area could be utilized for occasional events. (See picnicking areas noted throughout project).

L. Bike path/ nature trail

A 2.25 mile bike path /nature trail will be woven around most of the perimeter of the development. The concept for the trail is to incorporate the theme of the Indian Trail Tree to designate historical "points of interest" at strategic points. The trail will offer exercise possibilities such as running, jogging, biking for all

types of users. The trail will allow a point of contact between people from different user groups. For example, a conference attendee may enter into an interesting conversation with a camper on an early morning walk.

M. Secondary recreation uses

As details of the project develop, locations for secondary recreation opportunities will be determined. The goals are to offer assorted options to allow for taste and level of activity desired. The following recreational opportunities will be available in strategic locations:

- Croquet
- Horseshoe pits
- Rock climbing
- Playground
- Campfire pit

o Lodging/ Dining

N. Lodge

A lodge with 60 to 120 rooms will be designed to capture the views and natural beauty of the lake. Groups as well as individuals will use this facility. The character of the facility will be similar to a Bed and Breakfast Inn rather than a chain hotel. Nearby docking facilities for 30-40 boats will allow lake residents to arrive by boat to dine at the restaurant on site.

O. Cabins

Cabin facilities will be simple mountain type cabins. They will vary in size to accommodate different needs. A single person or couple would rent a small size cabin. A small family may like a medium sized cabin. And, a group may rent the Family/ Group sized cabin. This size could be used for many situations - an office retreat, a family gathering or club meeting.

Approximate sizes

Small size - 500-750 sq. ft. (1-2 bedroom) with screen porch

Medium sized - 1,000-1300 sq. ft. (2-3 bedroom) w/ screen porch

Family/ group - 1600-2000 sq. ft. (3-4 bedroom) w/ screen porch

The small and medium sized rental cabins will have a minimum of two parking spaces for each cabin. Each cabin will have at least one parking space for boat trailers. Additionally, auxiliary parking will be provided near each cabin cluster.

The family/ group cabins will each have 3 to 4 parking spaces as well as 1 boat trailer parking space. There will also be auxiliary parking for each cabin cluster.

All cabins will have at least 1 boat dock to be located nearby. (See locations on site plan).

This preliminary proposal calls for 10 of the small to medium sized cabins adjacent to the RV/ Campground area. The other cabin area will feature 7 small size cabins and 5 of the larger group type cabin. These will be developed as part of the phasing explained in a following segment of this conceptual plan. An additional cabin area would include 7 med sized cabins to be used for conference facilities in conjunction w/ the lodge.

P. Restaurant

The restaurant will provide casual individual dining as well as banquet facilities for 100 to 250 people. This will be designed in such a way as to complement the lodge functionally and architecturally. This facility could be used for a multitude of functions, including receptions, banquets and any number of gatherings. Parking for this facility as well as the lodge will be developed in a terraced layout that works with the natural contours of the site and minimizes the visual and ecological impact

of large asphalt paving areas. Specific square footage and parking requirements will be determined as the design is developed.

Docking for 16 to 24 boats will be provided as the Lodge/ Restaurant area is developed. These docks will allow restaurant patrons to arrive by boat from various lake communities in the surrounding area.

Parking for the restaurant and lodge will be designed to minimize visual and ecological impact. The lodge will require 70-130 parking spaces. The restaurant will require 25-62 spaces.

□ Miscellaneous

Q. Shaman Point

This rustic structure will be a focal point for the project as an historical element as well as a functional sculpture. The space created could be used for small weddings or casual gatherings. Access to this special point may be a simple footpath. The journey of approaching the point would be part of the experience of arriving at a destination.

R. Main Entrance Gate

The main entrance gate will function architecturally as the "greeting" to the development. This will be a security control point and also a place in which guests can be directed to their desired area of the development. If a minimal day use fee were required to offset maintenance costs, this would be the place of collection.

S. Sewage treatment facility

Preliminary civil engineering studies have yielded a conceptual plan that carefully considers site constraints, preservation of natural resources including trees, and state of art technology to yield efficient sewage treatment. (See engineering report following.)

T. Shoreline Management

Care will be taken throughout the project to preserve and protect the natural vegetative habitat of the site. Along the lakefront, particularly, precautions will be made to stabilize the natural shoreline.

This proposal features the installation of bulkheads as needed for structural support for docking and fueling uses. These bulkheads would be appropriately designed. And, measures to preserve and foster the development of fish habitat will be observed where feasible.

In places where disruption of the natural habitat is inevitable, efforts will be made to relocate plant material to suitable areas. In every area where it is feasible, the intent is to maintain 50' undisturbed natural vegetation along the entire shoreline. And, elsewhere on the site, effort will be made to retain as much undisturbed natural vegetation as possible.

U. Road Improvements

Road and infrastructure improvements will be provided by phases as needed to facilitate the construction and use of each stage of the project. (See phasing below.)

Note: At this time, it has not been determined whether it will be required to assess a fee for day users of the proposed facilities. Should a fee be required, it will be a nominal fee to offset costs of maintenance of restroom facilities, maintenance of beach area, and trash and waste service.

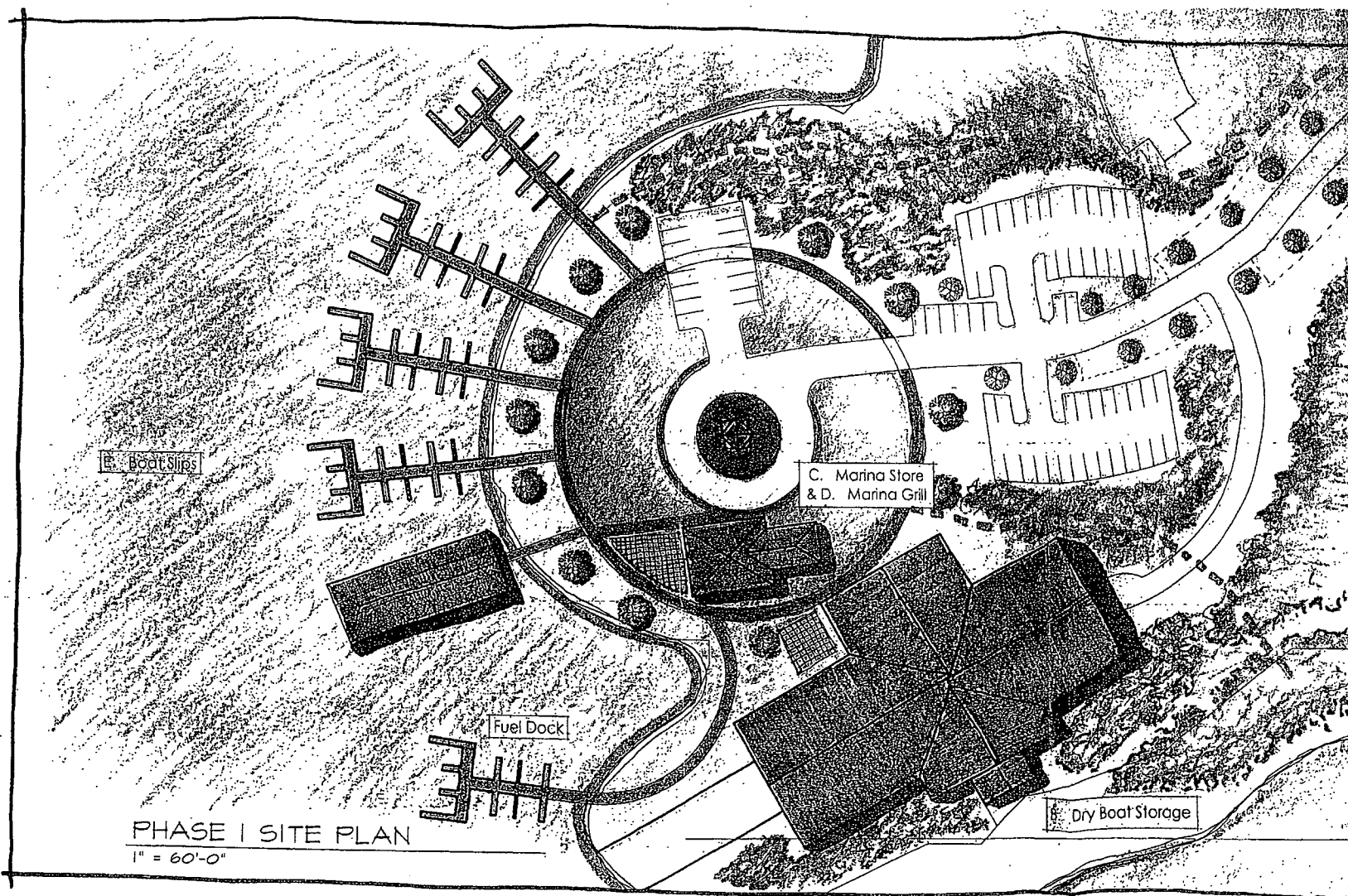
Phases of Project:

Note: Phases I and II are planned to be developed concurrently.

Phase I

- Dry Boat Storage
100-200 boats
- Fuel Dock / Courtesy Dock
20 boats
- Marina Grille and Store
- Boat Slips
100-200 boats
- Shoreline Management / Bulkhead
- Roads and Parking
- Utilities Infrastructure
- Main Entrance Gatehouse
- Perimeter Nature Trail

This initial phase will include developing approximately 5 acres. Preliminary estimate for this initial phase is approximately \$4,000,000 and will take 12- 18 months to complete construction.

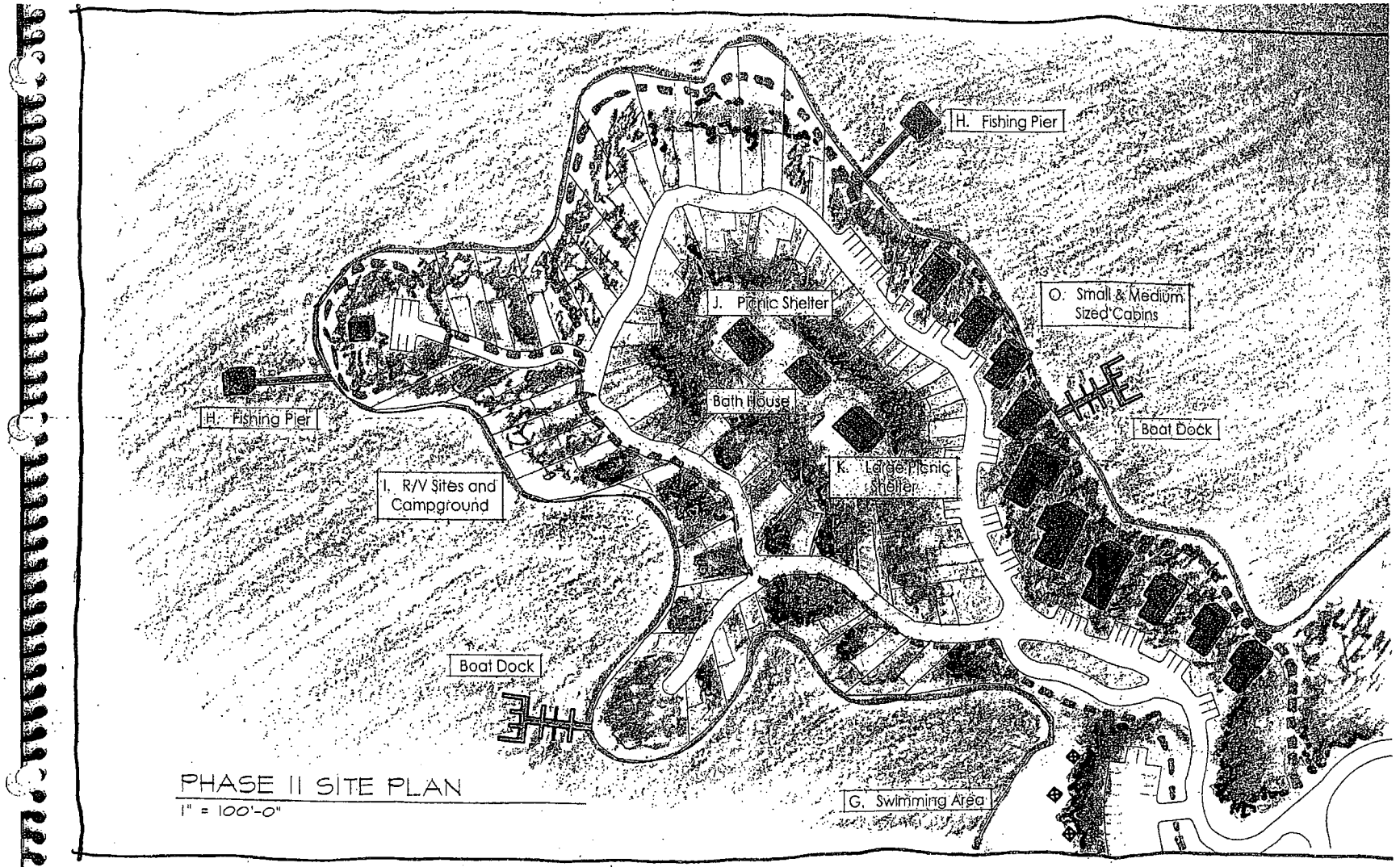


Phase II

Note: Phases I and II are planned to be developed concurrently.

- Recreational Vehicle sites
15-25 RVs
- Tent sites
20-40 campsites
- Bath House
- Picnic Shelters
- Courtesy Boat Docks
15-20 boats
- Swimming Area
- Overflow Parking
- Cabins
- Fishing Piers
- Infrastructure

This second phase calls for the development of 11 acres. The approximate cost of this phase will be \$1,000,000. This phase will require 6 - 12 months to complete.

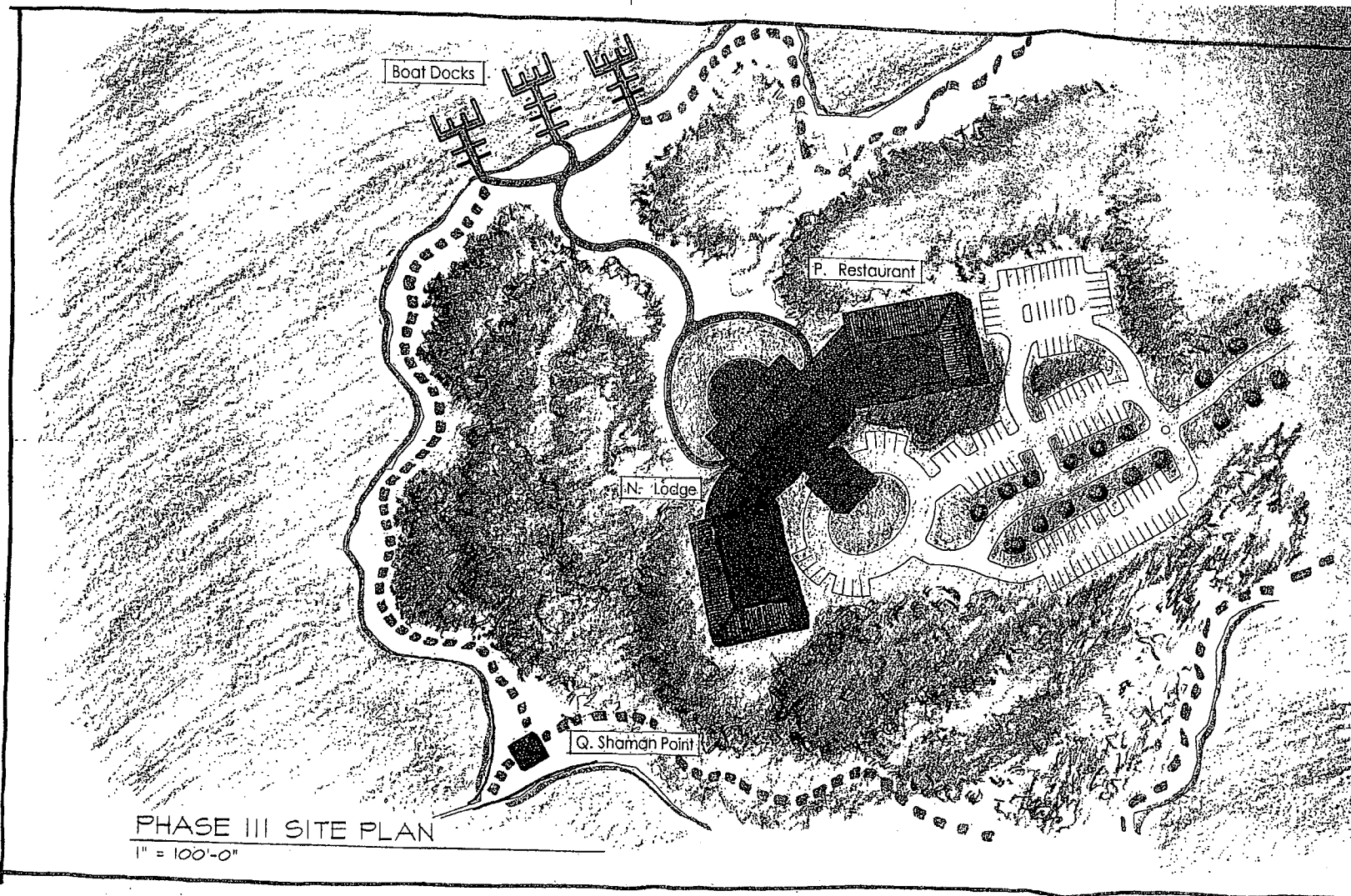


Phase III

- Resort/ Conference Center
- Restaurant
- Group Cabins
- Fishing Pier
- Bulkhead
- Boat Dock
 - 30-40 boats
- Infrastructure
 - Parking
 - Re-defining entry road to provide sense of arrival for Resort/Conference Center
- Utilities Infrastructure
 - Sewage treatment facility

This phase will entail the development of approximately 26 acres. The preliminary estimated cost for this part of the development is \$6,000,000.

This phase will take 18 - 24 months to complete.



PHASE III SITE PLAN
1" = 100'-0"

APB_00126

Phase IV

- Cabins
- Courtesy Boat Docks
(36) 3 docks with 12 slips each
- Secondary recreational opportunities

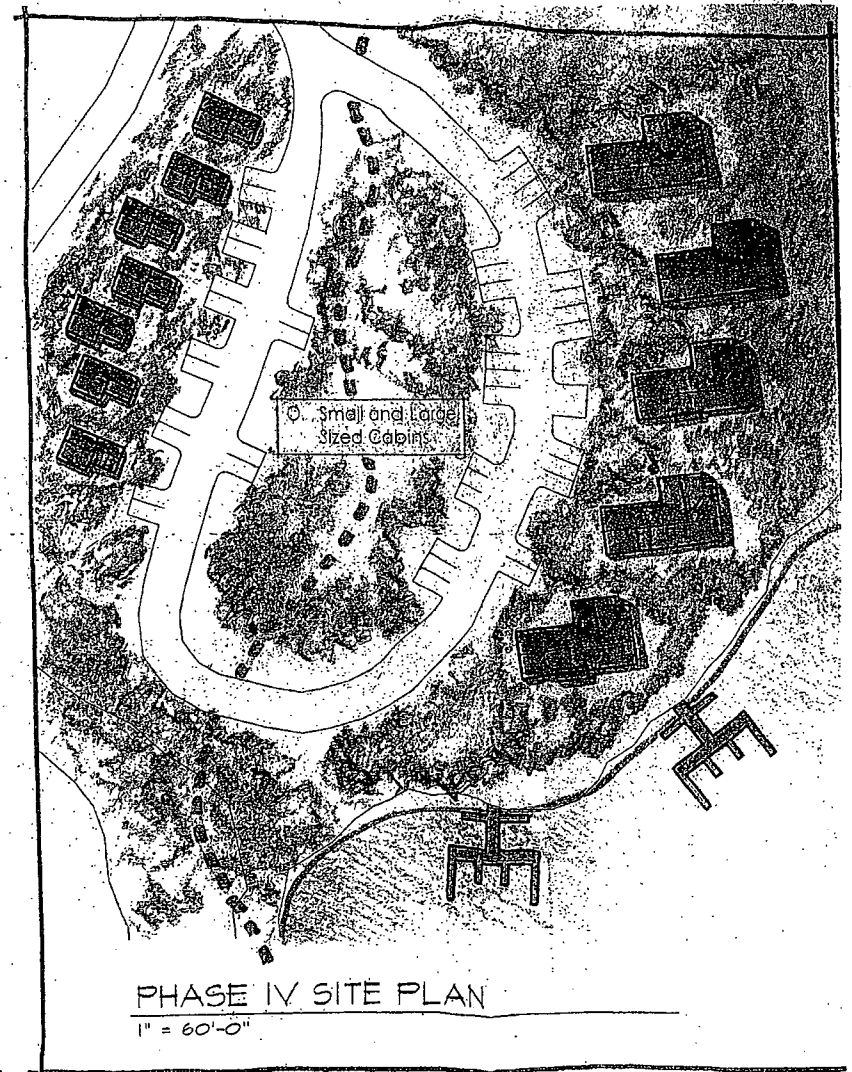
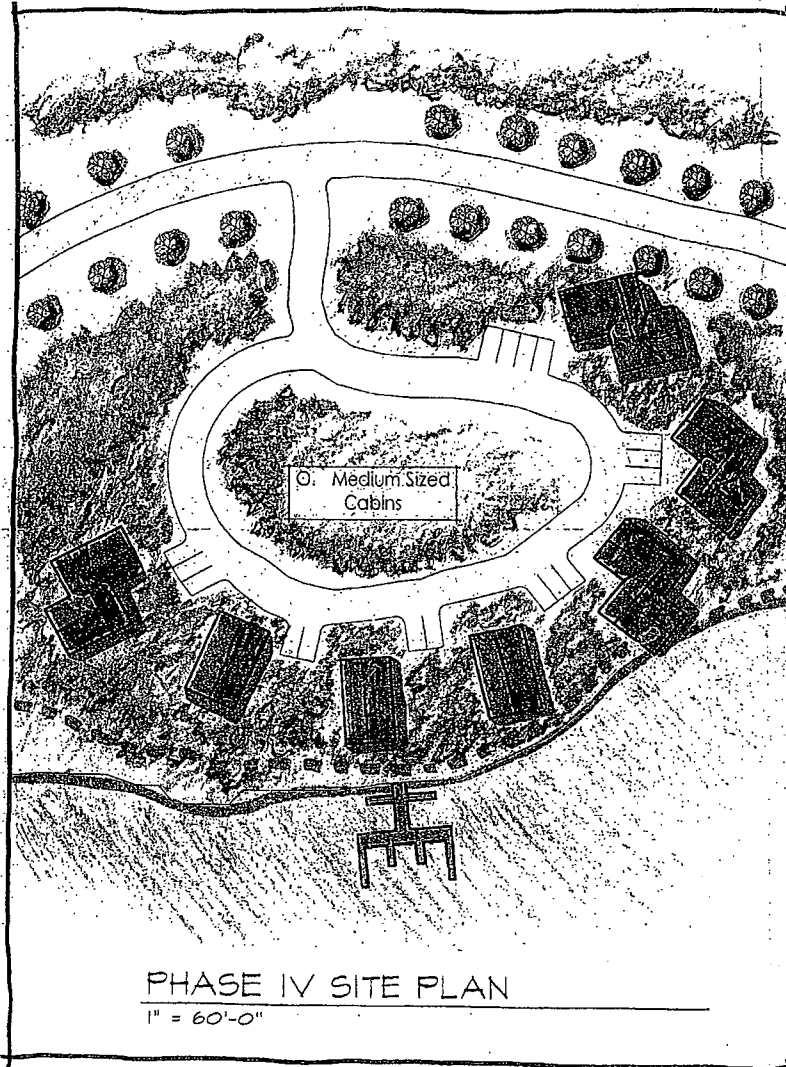
This phase calls for the final development of the remaining 16 acres.

Preliminary cost estimate for this phase is \$1,000,000 - \$1,500,000.

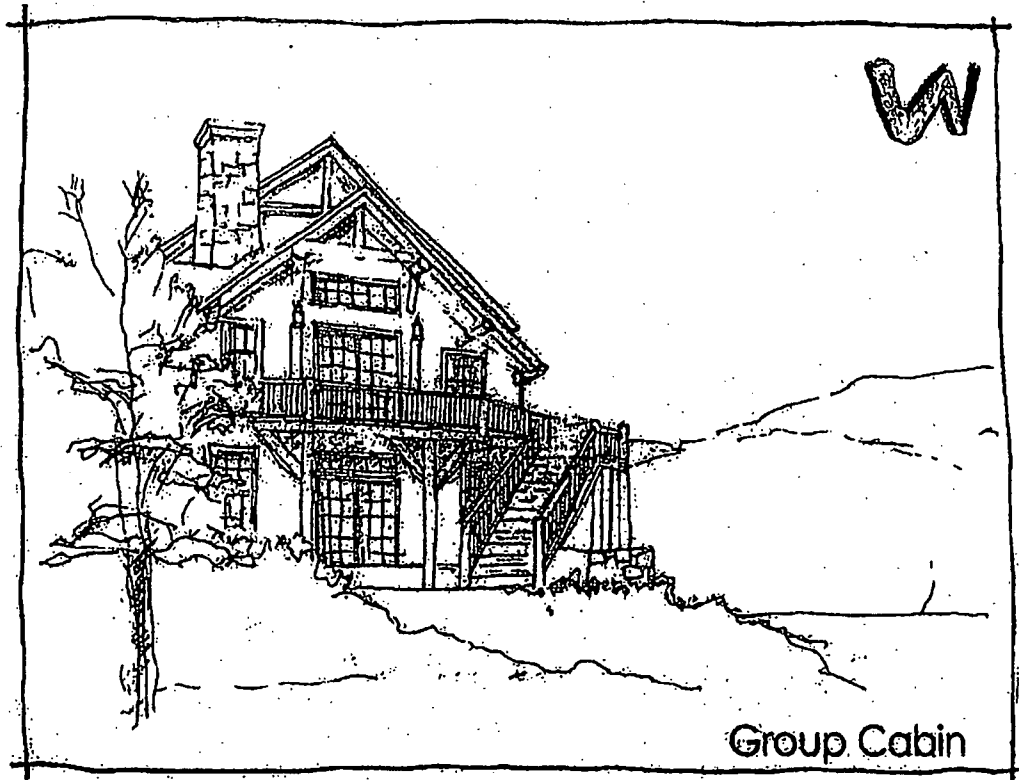
Construction time is estimated to be 6-12 months.

Please note:

Phasing will overlap to expedite overall construction time. While one phase is being constructed, design and engineering on the next phase will be in process.

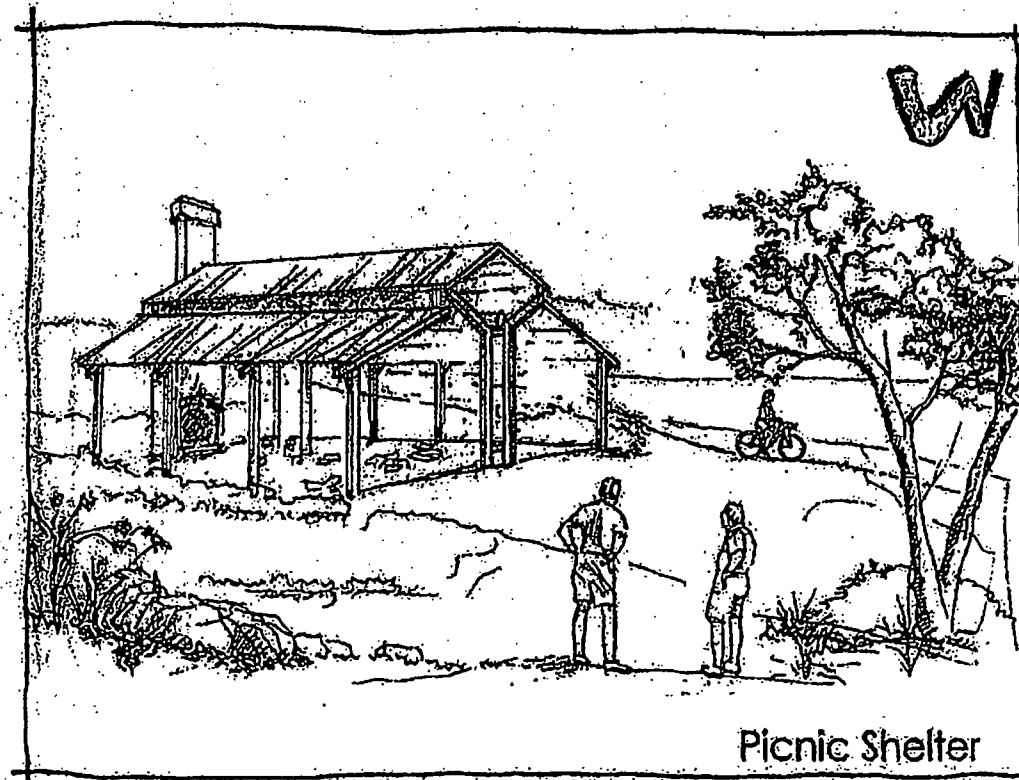


RECYCLED PAPER



Group Cabin

The Ells Group P. A. Architects Greenville, SC



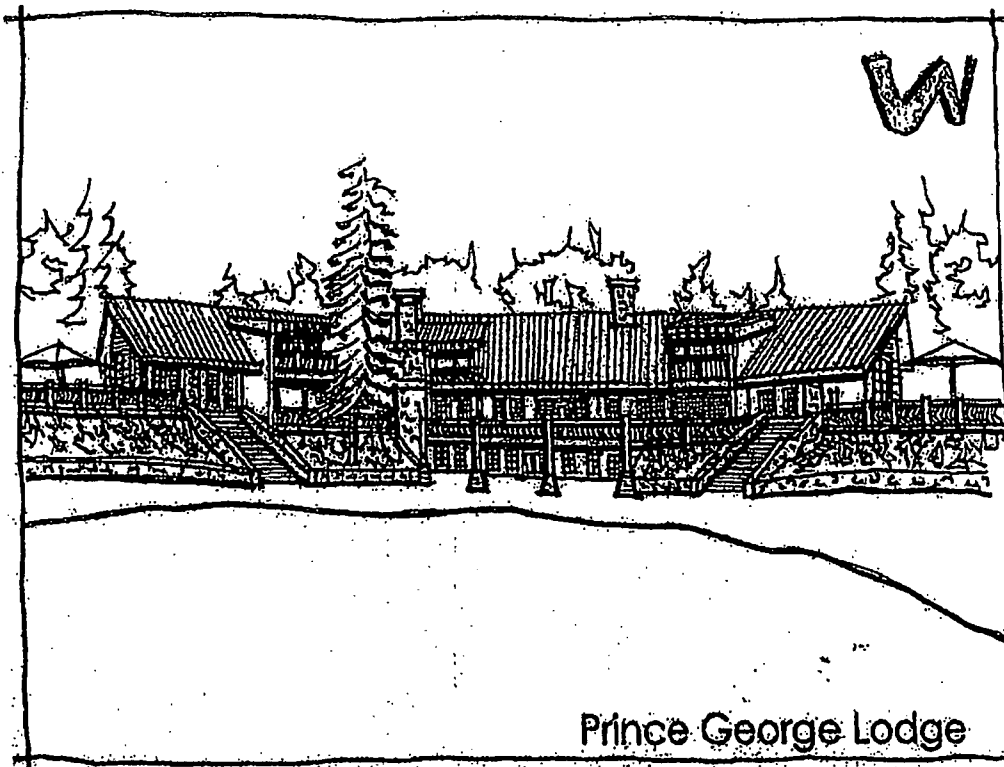
Picnic Shelter

The Ells Group P. A. Architects Greenville, SC

APB_00129

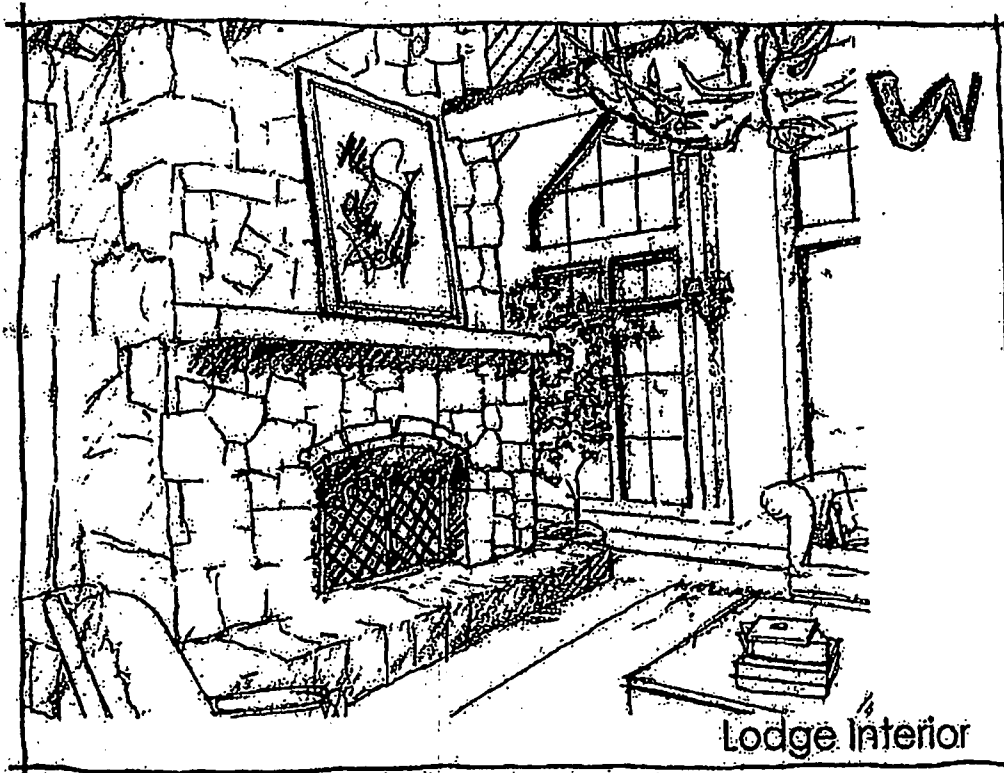
31

PRINCE GEORGE LODGE



Prince George Lodge

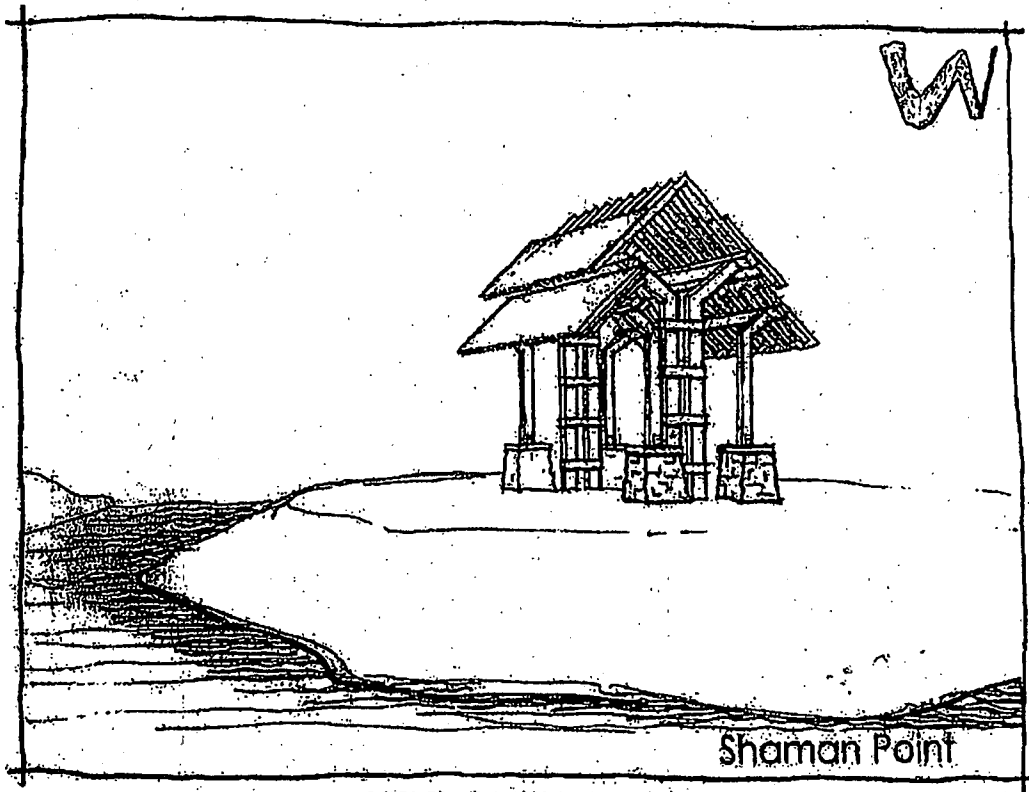
The Ellis Group P. A. Architects Greenville, SC



Lodge Interior

The Ellis Group P. A. Architects Greenville, SC

APB_00130



The Ellis Group P. A. Architects Greenville, SC

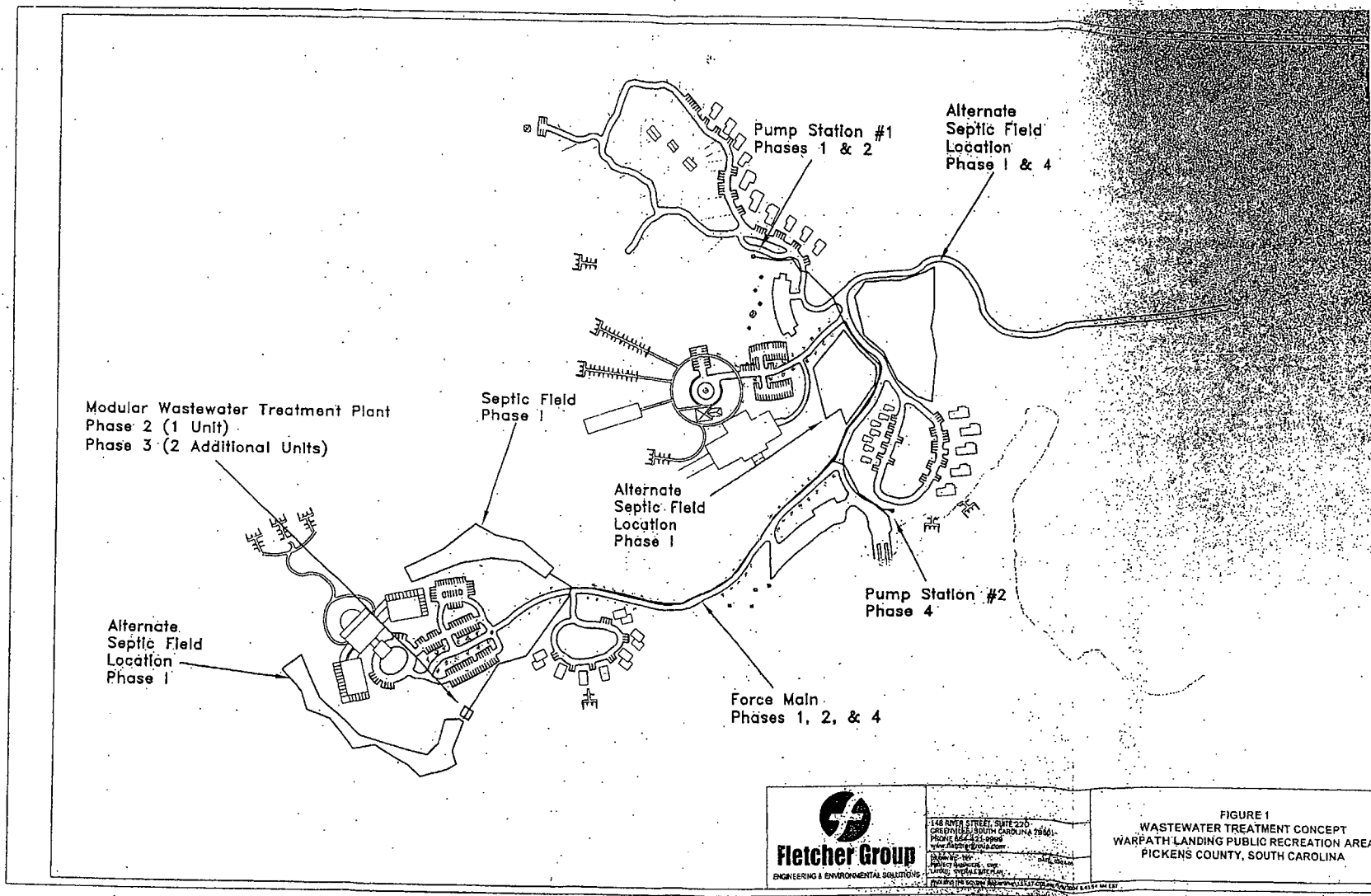
Native Stone incorporated into a Flowering Landscape..
 Heavy Timber Building Frames Alluding to the Wooded Character of the Site..
 Metal Roofs Resonating the Falling Rain..
 Stacked Stone Chimneys around which to Gather..
 Nature Imprinting a Lasting Essence of Place.

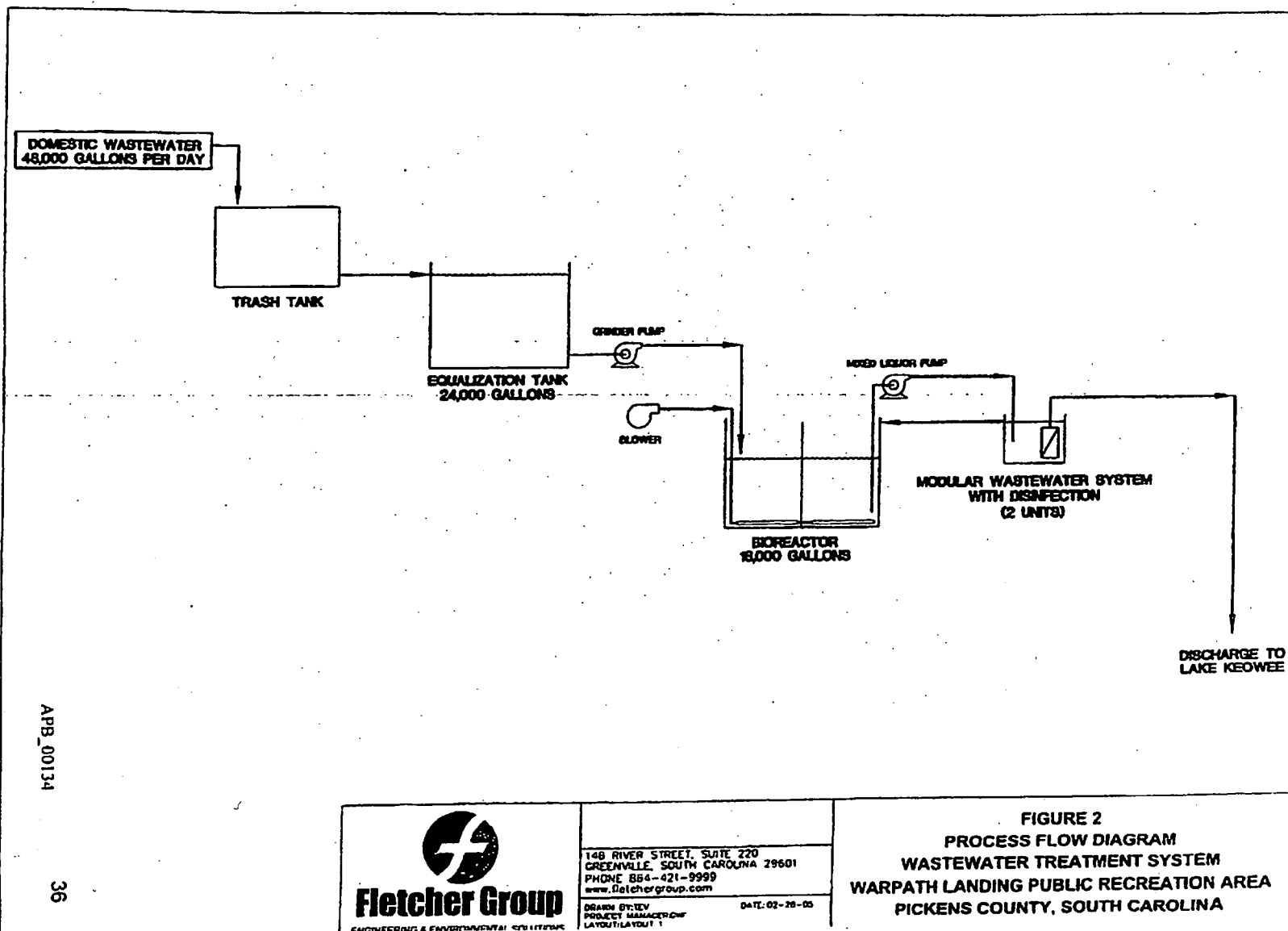
WARPATH LANDING
Conceptual Design of Waste Treatment Facilities
2/28/05

Wastewater Design Basis

The following table summarizes a design basis for wastewater from the proposed facilities based on the Standards for Wastewater Facility Construction: R.61-67, SC DHEC, June 1998. Flow data is from Appendix A: *Unit Contributory Loadings to All Domestic Waste Treatment Plants*. Seasonal flows are denoted with an "S."

Development	Basis (Per day)	Units	Design Flow
Phase I			
Dry Boat Storage	40 gals/employee	4 employees	160 gpd (S)
Fuel Dock	30 gals/slip	20 spaces	600 gpd (S)
Marina Grill	40 gals/seat/day	8 seats	320 gpd (S)
Boat Slips	30gals/slip	160 slips	4800 gpd (S)
		Total Phase I	5880 gpd
			0
Phase II			
Campground			
34 RV spaces	175 gals/site	34 spaces	5950 gpd (S)
10 campsites	50 gals/ppd	3 people/campsite	1500 gpd (S)
10 Cabins	100 gals/ppd	3 people	3000 gpd (S)
Bath House	Included		
Picnic Shelter	Included		
Fishing Pier	Included		
Boat Dock (16 spaces)	30 gals/space	20 spaces	600 gpd (S)
		Total Phase II	11,050 gpd
Phase III			
Conference Center	100 gals/room	120 rooms	12,000 gpd
Swimming Pool/spa	10 gals/user	20 users	200 gpd
Restaurant	70 gals/seat	250 seats	17,500 gpd
Group Cabins			
Three single	100 gals/ppd	3 person per room	900 gpd
Four with 4 rooms	100 gals/ppd	2 persons per room	3200 gpd
Fishing Pier	Included		
Boat Dock	30 gals/space	12 spaces	360 gpd
		Total Phase III	34,160 gpd
Phase IV			
Cabins	100 gppd	10 cabins x 3 people	3,000 gpd (S)
Picnic Shelters	Included		
Fishing Pier	Included		
Boat Dock	30 gals/space	8 spaces	240 gpd (S)
		Total Phase IV	3,240 gpd





In round numbers, Phase I would be 6,000 gpd, Phase II 11,000 gpd, Phase III 34,000 gpd and Phase IV - 4000 gpd, for an ultimate total of 55,000 gpd.

In order to accommodate the construction phasing and still provide system flexibility, Fletcher Group, Inc. proposes to construct a septic tank field to accommodate Phase I. Standard septic tank design calls for a drain field that will handle .5 gal/day/sq ft. Trenches are typically 3 ft wide and can be no closer together than 10 ft. The field should have a backup area that can handle 100% of the flow. Using this criterion, the 6000 gpd will require approximately 12,000 sq ft, or 4,000 lineal ft of trench. Parallel lines should be no longer than 150 ft, so a flat area of 150 ft x 267 ft (approximately .9 acre) would be required.

The final design will depend on topography, soils and the site master plan. Multiple septic tanks could be used to accommodate specific site conditions. Figure 1 shows four potential locations for drain fields at Warpath Landing. All of those drain fields should be integrated into surrounding land uses. The following photograph shows a drain field threaded through trees at Devils Fork State Park.

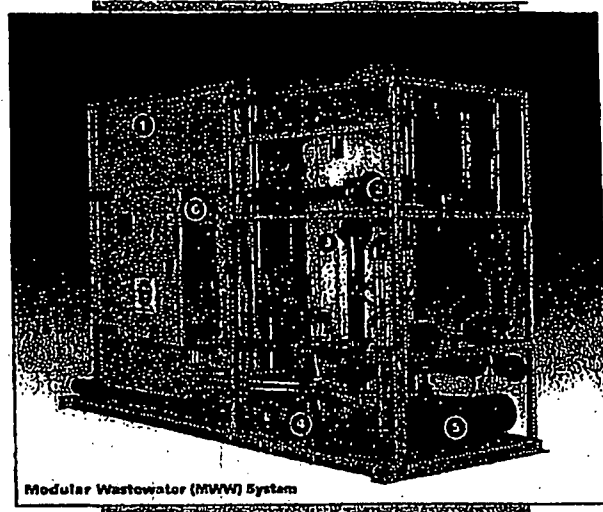


Phase II will generate 11,000 gpd of wastewater. This would involve 2 more acres of drain fields in and around the campsites, cabins and bath house. Although this solution is possible, we would recommend that the developers consider constructing the first of two 24000 gpd waste treatment modules to be located near the future conference center. Assuming a lake discharge, we believe that a biological membrane would work better than a conventional package plant. One manufacturer of biological membranes will guarantee the following performance

BOD ₅	< 5 mg/L
TSS	< 3 mg/L
Ammonia Nitrogen	< 1 mg/L
Total Nitrogen	< 5 mg/L

Total Phosphorus	< 1 mg/L
Turbidity	< 1 NTU
Fecal Coliform	< 2.2 cfu per 100 mL

The following photograph shows a Zenon 24,000 gpd module. Each module is roughly 4 ft by 12 ft long. In addition, there would need to be an 8000 gallon aeration tank and a septic tank for collecting trash in front of the unit. The Septic Tank from Phase I could be used for this purpose. Figure 2 shows a Process Flow Diagram.



The Phase I pump station and pipeline would transfer the waste from both Phase I and Phase II. The treatment plant could be shutdown in the winter and the drain field used for all of the wastes.

Phase III will generate the largest load: 34,000 gpd. A second 24,000 gpd module should be able to handle to total flow. For a total flow of 51,000 gpd, it may be necessary to divert 3000 gpd to a septic tank and the drain field. For winter operation, one of the modules could be shut down.

The last phase has 4000 gpd, and the only new construction would be a small pump station. The drain field would only need to be slightly enlarged to handle the flow. Actual flows may show that SC DHEC estimates are conservative and no expansion is necessary. Alternatively, a drain field could be constructed to handle the bathhouses in Phase II, or the Phase I drain field could be expanded by approximately .2 acres. These plans can be finalized when actually site conditions are factored in.

Alternate Scenario

Pickens County prefers drip irrigation systems to discharges to the lake. An alternate that may prove less expensive is to use more conventional treatment and purchase offsite property that can be used for constructed wetlands, drip irrigation, spray irrigation or a larger drain field. A drip irrigation system, for example, applies the wastewater to forested areas where it is absorbed by

the trees. At a loading of 10 lbs of BOD₅/day/acre, approximately 12 acres would be required. This area would need to be fenced. The wastewater would require conventional secondary treatment, but could then be pumped to a distribution system on the leased property.

Costs

Fletcher Group Inc. believes the above approaches will solve waste treatment problems for the development. We will submit a budget cost estimate by the end of this week. However, more detailed estimates should be made when specific site issues can be factored in.

Water

The area is served by the Six Mile Water District. We believe that they can supply water to the development.

Solicitation/Contract No. _____
Attachment No. _____

REPRESENTATIONS AND CERTIFICATIONS (Supplemental)

By signing this document, the Offeror certifies that the following statements are current and correct. If any of these statements are incorrect or false, the Offeror shall provide an explanation with its offer and further clarification as requested by the Buyer. The Buyer may reject any offer that does not include this completed and signed document.

1. Offeror is authorized to represent the business making this offer (Offeror) in all matters related to pricing, terms and conditions, award of business, and buyer-seller relationships between Offeror and the Buyer.

2. Offeror is an independent business concern free to enter a binding agreement or contract with the Buyer without any restrictions from its parent business entity or parent company. If Offeror is owned or controlled by a parent company, Offeror shall identify the parent company as controlling entity in its offer.

3. Prices offered have been arrived at independently, without solicitation, communication, agreement, or condition that relates to the proposal by any other Offeror or competitor. The Offeror has not, and will not, disclose offered prices to any other Offeror or competitor prior to award of a resulting contract, or cancellation of this solicitation. The Offeror has not attempted to induce any other person or firm to submit, or not submit, an offer in response to this solicitation. Offeror warrants that the prices offered do not exceed those currently offered to any other customer for the same or similar quantities of the same or similar goods or services.

4. No person or company, other than Offeror's employee(s) or affiliate firm, has/have been paid to solicit or obtain this Contract nor has any agreement been made to pay a person or company a commission, fee, or any form of compensation contingent upon award of this solicitation.

5. Offeror has not, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

6. Offeror agrees to comply with the provisions of Federal Service Contract Act (SCA), P.L. 89-284, 41 U.S. Code 351, as amended, or applicable rulings and regulations of the U.S. Secretary of Labor, for services which will be performed by categories of workers identified in the SCA. Personnel performing work under the Contract will be paid wages and fringe benefits not less than those determined by the Secretary to be prevailing in its locale, or those established by a bargained wage and benefit agreement, applicable to the Contract as provided in the SCA, throughout the performance of the Contract.

These certification statements concern matters within the jurisdiction of an agency of the United States. Making a false, fictitious, or fraudulent certification may render Offeror subject to prosecution Section 1001, Title 18, United States Code. The Buyer may withhold an award based on any negative responses to the certifications above and/or Offeror's failure to adequately describe the conditions of the response.

Offeror agrees that the certifications and conditions provided herein are a material and binding part of, and are hereby incorporated by reference into, any resulting contract unless specifically excluded in the contract.

_____ Offeror:	_____ Tax ID or Social Security No:
_____ Authorized Representative:	_____ Title:
_____ Signature:	_____ Date:
_____ Internet Homepage/Email Address:	

Representations and Certifications (Supplemental)

1 of 1

P4MW-363 (6/99)

EXHIBIT C

HOURS OF OPERATION AND USER FEES

APB_00139

Warpath Development Corporation
Post Office Box 24234
Greenville, South Carolina 29616
864-346-6888

David S. Jolley
Duke Energy
Duke Energy Lake Service
EC12Q / P.O. Box 1006
Charlotte, NC 28201-1006

Reference: Warpath Development Corporation
Hours of Operations and User Fees

Dear David,

Basic operating hours will be three hundred sixty-five (365) days per year for Lodge/Hotel, Marina, Campsites, RV Parking and Cabins.

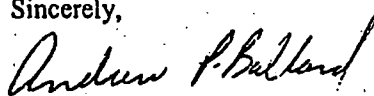
Seasonal Hours for Ship's Store, Marina Grill and Dry Boat Slip will be confirmed closer to opening of Public Access Areas.

Operational hours for Lodge/Hotel inner services are set closer to time of opening;

Restaurant
Banquet Facilities
Lounge
Room Service

Most of these facilities will operate on a daily schedule of 6:00 a.m. until 9:00 p.m.

Sincerely,



Andrew P. Ballard

APB: bnb

Attachment

APB_00140

Wet Boat Slips -	\$1,800 per year to \$4,000 per year; should average about \$2,500 per year based on boat size.	
Dry Boat Slips -	\$10.00 per foot with average boat being about \$2,500 per year; maximum boat 34 feet.	
Ship Store -	will be like a small convenience store with gasoline, grocery products and marina supplies.	
Marina Grill -	Breakfast, Lunch and Dinner	
RV Parking Spaces -	Summer Rates:	\$60.00 per night
	June 1 st to Aug 31 st	\$300.00 per week
	Fall Rates:	\$60.00 per night
	Sept 1 st to Nov 31 st	\$300.00 per week
	Winter Rates:	\$45.00 per night
Campsites -	Dec 1 st to Feb 28 th	\$225.00 per week
	Spring Rates:	\$60.00 per night
	March 1 st to May 30 th	\$300.00 per week
	Summer Rates:	\$35.00 per night
		\$150.00 per week
	Fall Rates:	\$35.00 per night
		\$150.00 per week
	Winter Rates:	\$20.00 per night
		\$100.00 per week
	Spring Rates:	\$35.00 per night
		\$150.00 per week

Lodge/Hotel -	Maximum 120 rooms	
	Summer Rates:	\$149.00 per night
		\$750.00 per week
	Corporate Rate:	\$ 99.00 per night
	Fall Rates:	\$149.00 per night
		\$750.00 per week
	Corporate Rate:	\$ 99.00 per night
	Winter Rates:	\$109.00 per night
		\$550.00 per week
	Corporate Rate:	\$ 99.00 per night
	Spring Rates:	\$149.00 per night
		\$750.00 per week
	Corporate Rate:	\$ 99.00 per night

Special Rates or Promotional Rates may be extended to certain groups and organizations.

Restaurant at Lodge/Hotel - Breakfast
Lunch
Dinner
Room Service
Banquet Facilities
Lounge
Fine Dining Restaurant

Cabins - Small Size: (2 Bedrooms)
Medium Size: (2 & 3 Bedrooms)
Family/Group: (4 Bedrooms)
Rates: \$100.00 per night per Bedroom

Larger Picnic Shelter: Daily Rates

APB_00142

EXHIBIT D

ANNUAL OPERATIONAL REPORT

APB_00143

Annual Operational Report

- I. Basic Information
 - A. Facility Name
 - B. Lessee Name
 - C. Name, Address, E-Mail, Phone Number of primary contact person
 - D. Reporting Period
- II. Facility Summary
 - A. Structural Modifications – identify any facilities or amenities that were retired or added during the report period. For additions, also provide a copy of the Lessor's approval letter.
 - B. Facility Inventory –inventory of all structures and amenities on the leased premises at the end of the reporting period.
- III. Third Party Agreement Summary
 - A. Identify any contracts or agreements with third parties for the sale of goods or services on the Leased Premised during the reporting period, and provide a copy of the Lessor's approval letter for each.
- IV. User Summary
 - A. Provide a summary of the numbers of public recreational users of the Leased Premises during the reporting period.
- V. Financial Summary
 - A. Total Debits
 - 1. O&M – Lessee's total Operating and Maintenance expenses for the Leased Premises during the reporting period.
 - 2. Capital – Lessee's total payments toward obligations incurred for capital improvements on Leased Premises during the reporting period.
 - 3. Total – Lessee's total debits for the Leased Premises during the reporting period.

B. Total Credits

1. User Fees – Total income obtained by Lessee from users of the Leased Premises during the reporting period.
2. Payments from Vendors or Third Party Contractors – Total income obtained by Lessee from vendors and contractors selling goods and/or services from the Leased Premises during the reporting period.
3. Other Lessee Credits – Total contributions received from other sources (e.g. donations) by Lessee for use of the Leased Premises during the reporting period.
4. Grants – Total of funds provided by grant sources for O&M or Capital Improvements during the reporting period.
5. Total Credits – Lessee's total credits for the Leased Premises during the reporting period.

C. Net Cost of Operation – Total Debits minus Total Credits

1. Note: If total Debits are less than Total Credits, provide an explanation of how excess credits were used, to demonstrate compliance with the lease terms, Paragraph 7: User Fees and Hours of Operation.

D. Cumulative Total Capital Investment

1. Cumulative total investment Lessee has made, by itself, through third party contractors, from grants, or from donations during the life of the lease.

VI. Insurance Identification

- A. Provide a brief description of the current means of compliance with the lease terms, Paragraph 30: Insurance by Lessee.

VII. Annual Inspection Results

- A. Identify the names of participants and date of annual inspection required by the lease terms, Paragraph 8: Joint Annual Inspection. Identify any major action items required and the status of completing each.

EXHIBIT E

FERC ORDER NUMBER 313

COMMISSION RECREATION POLICY

APB_00146

COMMISSION RECREATION POLICY

ORDER NO. 313 - DOCKET NO. R-294

As Amended By

ORDER NO. 375-B - DOCKET NO. R-294

And

ORDER NO. 508 - DOCKET NO. RM74-21

Federal Power Commission Order No. 313, issued and effective December 27, 1965, amended Part 2, General Policy and Interpretation, Subchapter A, Chapter I of Title 18, Code of Federal Regulations, by adding a new Section 2.7 entitled "Recreational development at licensed projects." Order No. 375-B, issued and effective April 14, 1970, amended subparagraph (f) thereof. Section 2.7, as amended, reads as follows:

§2.7 Recreational development at licensed projects.

The Commission will evaluate the recreational resources of all projects under federal license or applications therefor and seek, within its authority, the ultimate development of these resources, consistent with the needs of the area to the extent that such development is not inconsistent with the primary purpose of the project. Reasonable expenditures by a licensee for public recreational development pursuant to an approved plan, including the purchase of land, will be included as part of the project cost. The Commission will not object to licensees and operators of recreational facilities within the boundaries of a project charging reasonable fees to users of such facilities in order to help defray the cost of constructing, operating, and maintaining such facilities.

The Commission expects the licensee to assume the following responsibilities:

- (a) To acquire in fee and include within the project boundary enough land to assure optimum development of the recreational resources afforded by the project. To the extent consistent with the other objectives of the license, such lands to be acquired in fee for recreational purposes shall include the lands adjacent to the exterior margin of any project reservoir plus all other project lands specified in any approved recreational use plan for the project.

- (b) To develop suitable public recreational facilities upon project lands and waters and to make provisions for adequate public access to such project facilities and waters and to include therein consideration of the needs of physically handicapped individuals in the design and construction of such project facilities and access.
- (c) To encourage and cooperate with appropriate local, state, and federal agencies and other interested entities in the determination of public recreation needs and to cooperate in the preparation of plans to meet these needs, including those for sport fishing and hunting.
- (d) To encourage governmental agencies and private interests, such as operators of user-fee facilities; to assist in carrying out plans for recreation, including operation and adequate maintenance of recreational areas and facilities.
- (e) To cooperate with local, state, and federal government agencies in planning, providing, operating, and maintaining facilities for recreational use of public lands administered by those agencies adjacent to the project area.
- (f)
 - (1) To comply with federal, state and local regulations for health, sanitation, and public safety, and to cooperate with law enforcement authorities in the development of additional necessary regulations for such purposes.
 - (2) To provide either by itself or through arrangement with others for facilities to process adequately sewage, litter, and other wastes from recreation facilities including wastes from watercraft, at recreation facilities maintained and operated by the licensee or its concessionaires.
- (g) To ensure public access and recreational use of project lands and waters without regard to race, color, sex, religious creed or national origin.
- (h) To inform the public of the opportunities for recreation at licensed projects, as well as of rules governing the accessibility and use of recreational facilities.

EXHIBIT 4

TAB A

IBES

INTERNATIONAL
BUSINESS EQUITY
SOLUTIONS

CLIENT APPLICATION

Please complete this form with as much detail as possible.
(Use additional pages where necessary and indicate "N/A"
Where not applicable)

PROJECT NAME: Warpath Landing
Date: March 31, 2009

1. TYPE OF PROGRAM REQUESTED:

- ☐ Profit Sharing (No-Loan) ☐ SBLC Project Funding
☐ Flex Term Project Funding ☐ REAP

2. AMOUNT OF FUNDING REQUESTED:

\$ 28,000,000.00

3. TERM OF PROJECT DRAW-DOWN SCHEDULE:

- ☒ 36 Months ☐ 24 Months ☐ 12 Months ☐ Other _____

4. SBLC FACE AMOUNT:

\$ 2,800,000.00

5. CLIENT INFORMATION:

Company: SAIIE

Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Fax: _____

Email: _____

6. CONTACT INFORMATION:

Company: Warpath Development, Inc

Name: Rick Thomas

Title: Treasurer

Address: 65 Ponite Circle Ste 2101

City: Cazenovia State: SC Zip: 29615

Phone: 864 232 5555

Fax: 864 232 5504

Email: Rick@TheNGroup.net

7. CONTRACT MADE OUT TO:

(Legal Name and Address of Client for all communication and documents)

Company: Warpath Development, Inc

Authorized Signatory Name: Rick Thomas

Authorized Signatory Title: Treasurer

Address: SAIIE

City: _____ State: _____ Zip: _____

Phone: _____

Fax: _____

Email: _____

INTERNATIONAL BUSINESS EQUITY SOLUTIONS, LLC (IBES), RECEIVES NO CASH OR ADVANCE FEES FOR ITS SERVICES. WE PROVIDE PROJECT FUNDING IN RESPONSE TO THE RECEIPT OF A PERFORMANCE BOND IN THE FORM OF A STANDBY LETTER OF CREDIT (SBLC). THE FOLLOWING INFORMATION IS REQUIRED TO ESTABLISH A CONTRACT FOR FUNDING.

CLIENT APPLICATION

8. CLIENT BANK INFORMATION FOR RECEIPT OF PAYMENT:

Bank Name: Greenville First Bank
Account Name: Warpath Development, Inc.
Account Number: _____
Bank Address: 100 Vendae Blvd, Greenville SC
Bank Officer: Richard Furman
Bank Phone: 864 679 9000
Bank Facsimile: 864 679 9416
E-mail: rfurman@greenvillefirst.com

9. CLIENT SBLC ISSUING BANK INFORMATION:

Bank Name: _____
Account Name: _____
Account Number: _____
SWIFT: _____
Bank Address: _____
Bank Officer: _____
Bank Phone: _____
Bank Facsimile: _____
E-mail: _____
Face Amount of the SBLC: \$ _____
Requested Term of the SBLC in Months: _____
Anticipated Date of Issue: _____

10. CRITICAL DATES:

Are there any critical dates which must be met for this project, e.g. 1031 exchange, contract expiration dates, bank note due? If yes, please explain:

No

11. USE OF FUNDS

(E.g. purchase, construction, development, etc.):

Development

12. ADDITIONAL COMMENTS:

13. SIGNATURES:

IBES AUTHORIZED ASSOCIATE

Printed Name: _____

Signature: _____

Date: _____

CLIENT

Printed Name: Rick Thomas

Signature: [Signature]

Title: Treasurer

Date: 3-31-09

INTERNATIONAL BUSINESS EQUITY SOLUTIONS, LLC (IBES), RECEIVES NO CASH OR ADVANCE FEES FOR ITS SERVICES. WE PROVIDE PROJECT FUNDING IN RESPONSE TO THE RECEIPT OF A PERFORMANCE BOND IN THE FORM OF A STANDBY LETTER OF CREDIT (SBLC). THE FOLLOWING INFORMATION IS REQUIRED TO ESTABLISH A CONTRACT FOR FUNDING.



MUTUAL NON-CIRCUMVENTION, NON DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Mutual Non Circumvention, Non Disclosure and Confidentiality Agreement (the "Agreement") is made effective as of the 31 day, of MARCH, 2009, by INTERNATIONAL BUSINESS EQUITY SOLUTIONS, LLC, a California limited liability company with its principal place of business located at 51 West Elliot Road, Suite 103, Tempe, AZ 85284 together with THE CAMBRIDGE TRUST, an Arizona trust with its principal place of business located at 201 East McNair, Tempe, AZ 85283 (the "Company"), and Warpath Development Inc, a SC Corp with his principal place of business located at 68 Pointe Creek, Ste 2101, Greenville, SC 29615 (the "Client").

WITNESSETH:

WHEREAS, Client and Company have each expressed an interest in entering into various financial transactions with each other and in order to further discussions, Client and Company (each a disclosing Party), desire to disclose certain information to the other (each a receiving Party) subject to the terms and conditions of this Agreement

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged and intending to be legally bound hereby, Client and Company agree as follows:

- Section 1. Each Party hereto acknowledges and agrees that the information to be provided to the receiving Party will contain information which is confidential and proprietary to the disclosing Party (the "Proprietary Information"). The Proprietary Information includes all information that is confidential or proprietary to the disclosing Party, whether disclosed orally or in printed or electronic media or otherwise, including but not limited to information relating to each Party's attorney, or their respective banking, bank contacts and all copies, summaries, memoranda, notes and the like, prepared by the receiving Party based on or using the Proprietary Information of the disclosing Party. Proprietary Information does not include information which (a) is or becomes generally available to the public other than as a result of a breach of this Agreement, (b) is within the possession of the receiving Party at the time of disclosure by the disclosing Party, or (c) is disclosed to the receiving Party by a third person who is not under a contractual, fiduciary or other obligation to maintain the confidentiality of such information.
- Section 2. Each receiving Party will hold the Proprietary Information in strictest confidence, and will use the Proprietary Information only for purposes of evaluating its interests in a potential Transaction and for no other commercial or other purpose. If a Transaction is not consummated between or involving the parties, then, at the request of a disclosing Party, the receiving Party will return to disclosing Party or destroy all copies of documents in its possession or control, containing any Proprietary Information. Any contacts or clients introduced by Client to Company shall be considered the property of Client. Any contacts or clients introduced by Company to Client shall be considered the property of Company.
- Section 3. Without limiting the generality of paragraph 2 above, each Party hereto will disclose the Proprietary Information it receives only to those employees, directors and professional advisors who need access to the Proprietary Information to enable such Party to evaluate its interest in a possible Transaction, and to no one else; provided, that prior to such disclosure, each such employee, director and financial advisor shall agree to the terms of this Agreement and expressly acknowledge the disclosing Party as a beneficiary thereof. In any event, each Party hereto shall be responsible to the other Party hereto for a breach of confidentiality by any such employee, director or professional advisor.
- Section 4. If the receiving Party is requested or required by any court or government agency or authority to disclose any of the Proprietary Information, the receiving Party will provide the disclosing Party with prompt notice of such request or requirement. The disclosing Party may then either seek appropriate protective relief or waive the receiving Party's compliance with the provisions of this Agreement with respect to the requested or required disclosure. If, after the disclosing Party has had a reasonable opportunity to seek such relief and fails to obtain it, and in the opinion of the receiving Party's counsel, the receiving Party is legally compelled to disclose any of the Proprietary Information to such court, agency or authority, then the receiving Party may disclose that portion of the Proprietary Information which the receiving Party's counsel advises the receiving Party, in writing, that it is compelled to disclose. The receiving Party will not oppose any action by the disclosing Party to obtain appropriate relief and for other reliable assurances that confidential treatment will be accorded to the Proprietary Information disclosed to such court, agency or authority.
- Section 5. The receiving Party acknowledges that providing Proprietary Information hereunder does not constitute or give rise to a representation or warranty to any person as to the accuracy or completeness thereof. The receiving Party agrees that no license, copyright or similar right has been granted by the disclosing Party regarding any of the Proprietary Information.
- Section 6. Neither Party hereto shall disclose that the discussions concerning a possible Transaction have taken place without prior consultation with and consent of the other. In the event a Transaction does not occur between or involving the parties hereto, neither Party will use information obtained as a result of this Agreement to solicit any customer, client or other person coming to the attention of a Party hereto.
- Section 7. No Party shall circumvent or attempt to circumvent any other Party in any manner whatsoever and with the intention or the perceived intention of depriving the other Party of remuneration that would reasonably be expected to be derived from a Transaction.
- Section 8. The spirit of mutual trust and confidence and of fair and equitable treatment of each Party is the underlying principle of this Agreement and shall be of the essence in the interpretation of the terms hereof.

Company: _____

Page 1 of 2

Client: 

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Proprietary and Confidential

CONFIDENTIAL

Warpath-Valuation-000007

MUTUAL NON-CIRCUMVENTION, NON DISCLOSURE AND CONFIDENTIALITY AGREEMENT

- Section 9. This Agreement shall not create a partnership, joint venture or agency or any other business relationship that could reasonably be perceived as authorizing one Party to act in the name or on behalf of or to have any right to the assets, business interests or property of or to create any obligations on the part of any other Party, save in respect of the obligations contained herein.
- Section 10. A.) Any notice or notices to be given hereunder shall be sent to the parties at the addresses each Party may specify, from time to time, in writing, and such notice shall be deemed to be received when delivered by private courier or similar service, or seven days after having been deposited into the postal system of the country where mailed, registered or certified with return receipt requested, properly addressed and postage paid.
B.) In the alternative, notice may be given by facsimile transmission to a facsimile machine at a telephone number to be given, from time to time, by the parties, and such notices delivered in such manner shall be deemed to have been properly delivered upon dispatch, provide that a written confirmation of such dispatch is produced by the sending facsimile machine.
- Section 11. This Agreement cannot be changed or terminated orally.
- Section 12. This Agreement may not be assigned in whole or in part.
- Section 13. The parties to this Agreement have not made any other representations or promises other than as provided herein.
- Section 14. If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to the other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- Section 15. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, and which is not settled by the signatories themselves, shall be settled by arbitration, with proceedings to take place in the injured parties' jurisdiction; and judgment on the award rendered by the arbitrator(s) may be entered in any court having competent jurisdiction thereof, including the award to the aggrieved signatory, receiving any remuneration in addition to all court costs, attorneys' fees and other charges deemed fair by the arbitrator(s). Notwithstanding the foregoing, any Party may seek injunctive or other preliminary relief from any court having jurisdiction in the injured Party's jurisdiction in the event of any breach or threatened breach of any of the provisions hereof, without waiving any Party's right or obligations to submit to arbitration.
- Section 16. The obligations under this Agreement will continue in effect from the date hereof through 2012. This Agreement (a) constitutes the entire agreement of the parties with respect of the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements, negotiations or representations concerning such subject matter (none of which prior or contemporaneous matters shall be binding on the parties); (b) shall be governed by the laws in the jurisdiction of the injured Party without regard to its conflict or law's provisions; (c) may only be amended by a writing executed by both parties and dated after the date hereof; and (d) shall inure to the benefit of the parties hereto and their respective successors and assigns, and the obligations under which shall be binding upon the parties and their respective affiliates and associates, but shall not be assigned or delegated to any other person.
- Section 17. This Agreement is valid for any and all transactions between the parties herein.
- Section 18. Faxed documents shall be construed as original documents for all purposes.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ACCEPTED AND AGREED:

Client: Warpath Development, Inc.
By: Rick Thoenes Date: 3-31-09
Printed: Rick Thoenes Fax to: 814-232-5564
Title: ISA E-mail to: Rick@The-Marcus.Net

INTERNATIONAL BUSINESS EQUITY SOLUTIONS, LLC:

By: _____ Date: _____
Printed: _____ Fax to: _____
Title: ISA E-mail to: _____

WARPATH DEVELOPMENT, INC.

Warpath Development, Inc. is requesting a \$28,000,000 Loan.

This will require a \$2,800,000 SLOC.

3 year term. Convertible to a 20 year term at the end of 3 years.

68 Pointe Circle Greenville, SC 29615 Phone 864-232-5555 Fax 864-232-5504

CONFIDENTIAL Warpath-Valuation-000009



INTERNATIONAL
BUSINESS EQUITY
SOLUTIONS

Letter of Interest

April 15, 2009

Project No.: TCT/WDI-090415

* Our signatures below acknowledge that these are the business terms upon which this transaction will be completed. However, the terms of this Letter of Interest (LOI) are subject to due diligence, and receipt by The Cambridge Trust (TCT) of all required documentation. By signing and dating below, TCT will endeavor to close this transaction within 120 days of the date of your acceptance of these business terms. The terms of this LOI will expire in forty-five (45) days unless extended by mutual consent.

* When used herein, the terms TCT and Client shall refer to TCT and the Client and their respective successors and/or assigns.

Client: WARPATH DEVELOPMENT, INC., 68 Pointe Circle, Suite 2102, Greenville, SC 29615

Project Type: Development & Construction of Resort and Marina on 63 acres on Lake Keowee, SC

Total Funding: \$28,000,000

Distribution Term: Thirty-Six (36) months

Product: Flex Term - FLEX-36

Offer Expiration Date: May 30, 2009

SBLC & Management Term: Client to supply a SBLC in the amount of Two Million Eight Hundred Thousand United States Dollars (\$2,800,000 USD), which TCT will manage for a minimum term of thirty-six (36) months.

Funding: TCT will commence project funding on or before July 1, 2009 and monthly thereafter in accordance with the approved funding draw-down schedule until fully funded only if said SBLC is received and accepted by the TCT SBLC receiving bank no later than May 1, 2009. Otherwise, project funding will commence on or before August 1, 2009.

Interest: No interest on the loan will accrue during the Management Term.

Repayment Terms: Long term financing up to twenty (20) years at a rate of prime plus 2.0%

Client acknowledgments:

1. This Letter of Interest is intended as an outline only and does not purport to summarize all of the conditions, covenants, representations, warranties and other provisions that will be contained in definitive legal documentation for any financing. Conditions to funding include, but are not limited to: (a) Satisfactory financial, engineering, tax, insurance, environmental, permitting, title, zoning and market reviews, (b) Review and approval of the business plan for the project, (c) Review and approval of the project budget and marketing and sales plans, (d) Satisfactory title insurance provided by mutually agreeable insurer, (e) Client agreeing to Flex Term Funding Agreement between TCT and all owners and (f) Documentation of the loan consistent with customary practices in connection with loans of this nature.
2. Each financing draw will be subject to, among other things, approval by TCT on the applicable phase transaction (which approval shall be given or withheld in TCT's sole discretion), due diligence and the negotiation and execution of definitive loan documents. Client agrees to provide TCT with all comments (if any) to the draft funding agreement within 14 days of the execution of this LOI by Client. The terms of this offer will expire if such comments are not provided with 14 days of the execution of this LOI by Client.
3. Client shall provide and adhere to a budget, acceptable to TCT in its sole and absolute discretion, for the project (the "Project Budget"). The Project Budget shall include, but not be limited to, projected amounts and timetable for hard cost/soft cost expenditures in connection with horizontal site improvements, lots, dwelling, unit renovation, sales and marketing.
4. TCT's approval of the loan is contingent upon TCT completing, to its sole and absolute satisfaction, all necessary due diligence with respect to the proposed loan. Client shall fully cooperate with TCT with respect to TCT's performance of due diligence and its underwriting of the loan throughout the entire funding term.
5. During the loan term, the Client shall be prohibited from procuring any additional subordinate financing, secured or unsecured, without TCT's prior written consent.

CLIENT:

INTERNATIONAL BUSINESS EQUITY SOLUTIONS, LLC

WARPATH DEVELOPMENT, INC.

By: _____

Michael Murphy, Vice President of IBES, LLC
for THE CAMBRIDGE TRUST

By: _____

Name: Rick Thoennes, Treasurer
Project Name: WARPATH LANDING

28202 Cabot Road • Suite 225
Laguna Niguel • CA 92677
P 949.365.5890 • F 877.222.5845
www.ibesnow.com

Page 1 of 1

CONFIDENTIAL Warpath-Valuation-000010

WARPATH DEVELOPMENT, INC.

To: The Cambridge Trust

51 West Elliot Road

Suite 103

Tempe, AZ 85284

Re: Request for project funding

Dear Tony,

This letter shall confirm our intent to enter into a contract where our firm shall provide a standby letter of credit to The Cambridge Trust, as beneficiary, in exchange for funding for Warpath Landing at Lake Keowee.

Attached, please find confirmation of the availability of the financial capacity to enter into this contract in the form of a statement of account.

Upon receipt of your acceptance of the LOI, we are prepared to execute a contract and then issue the SBLC.

I confirm that I have the authority to bind our company to enter into this contract.

Sincerely,

Rick Thoennes

Authorized representative

Warpath Development, Inc.

68 Pointe Circle Greenville, SC 29615 Phone 864-232-5555 Fax 864-232-5504

CONFIDENTIAL Warpath-Valuation-000011

Warpath Landing

Draw 1	3,575,000	136,425,000	3,575,000
Draw 2	540,000	135,885,000	4,115,000
Draw 3	540,000	135,345,000	4,655,000
Draw 4	540,000	134,805,000	5,195,000
Draw 5	540,000	134,265,000	5,735,000
Draw 6	540,000	133,725,000	6,275,000
Draw 7	540,000	133,185,000	6,815,000
Draw 8	540,000	132,645,000	7,355,000
Draw 9	540,000	132,105,000	7,895,000
Draw 10	1,000,000	131,105,000	8,895,000
Draw 11	1,000,000	130,105,000	9,895,000
Draw 12	1,000,000	129,105,000	10,895,000
Draw 13	1,000,000	128,105,000	11,895,000
Draw 14	1,000,000	127,105,000	12,895,000
Draw 15	1,000,000	126,105,000	13,895,000
Draw 16	1,000,000	125,105,000	14,895,000
Draw 17	1,000,000	124,105,000	15,895,000
Draw 18	1,000,000	123,105,000	16,895,000
Draw 19	1,000,000	122,105,000	17,895,000
Draw 20	1,000,000	121,105,000	18,895,000
Draw 21	1,000,000	120,105,000	19,895,000
Draw 22	540,000	119,565,000	20,435,000
Draw 23	540,000	119,025,000	20,975,000
Draw 24	540,000	118,485,000	21,515,000
Draw 25	540,000	117,945,000	22,055,000
Draw 26	540,000	117,405,000	22,595,000
Draw 27	540,000	116,865,000	23,135,000
Draw 28	540,000	116,325,000	23,675,000
Draw 29	540,000	115,785,000	24,215,000
Draw 30	540,000	115,245,000	24,755,000
Draw 31	540,000	114,705,000	25,295,000
Draw 32	540,000	114,165,000	25,835,000
Draw 33	540,000	113,625,000	26,375,000
Draw 34	540,000	113,085,000	26,915,000
Draw 35	540,000	112,545,000	27,455,000
Draw 36	545,000	112,000,000	28,000,000
Total draws	28,000,000		
Remaining balance		0	
Loan amount :	28,000,000		

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Warpath Landing

Month	Land lease & purchase	Hard costs	Soft costs	Sales and mkt. costs	Total
1	1,500,000	0	2,000,000	3,000	3,503,000
2	0	100,000	150,000	3,000	253,000
3	0	100,000	150,000	3,000	253,000
4	0	500,000	150,000	8,000	658,000
5	0	500,000	150,000	8,000	658,000
6	0	500,000	150,000	8,000	658,000
7	0	500,000	150,000	8,000	658,000
8	0	500,000	150,000	8,000	658,000
9	0	1,000,000	150,000	8,000	1,158,000
10	0	1,000,000	150,000	8,000	1,158,000
11	0	1,000,000	150,000	8,000	1,158,000
12	0	1,000,000	150,000	8,000	1,158,000
13	0	1,000,000	150,000	8,000	1,158,000
14	0	1,000,000	150,000	8,000	1,158,000
15	0	1,000,000	150,000	8,000	1,158,000
16	0	1,000,000	150,000	8,000	1,158,000
17	0	1,000,000	150,000	4,000	1,154,000
18	0	1,000,000	150,000	4,000	1,154,000
19	0	1,000,000	150,000	4,000	1,154,000
20	0	1,000,000	150,000	4,000	1,154,000
21	0	1,000,000	150,000	4,000	1,154,000
22	0	1,000,000	150,000	4,000	1,154,000
23	0	1,000,000	150,000	10,000	1,160,000
24	0	1,000,000	150,000	10,000	1,160,000
25	0	1,000,000	150,000	10,000	1,160,000
26	0	1,000,000	150,000	10,000	1,160,000
27	0	1,000,000	150,000	10,000	1,160,000
28	0	1,000,000	150,000	10,000	1,160,000
29	0	1,000,000	150,000	10,000	1,160,000
30	0	500,000	150,000	10,000	660,000
31	0	500,000	150,000	15,000	665,000
32	0	300,000	75,000	18,000	393,000
Total Spent	1,500,000	25,000,000	6,575,000	250,000	33,325,000
Budget	1,500,000	25,000,000	6,575,000	250,000	33,325,000
Difference	0	0	0	0	0

Jan 2009
Global
Projects

PROJECT NAME

PROJECT
#

BRIEF DESCRIPTION (2 or 3 Lines
Max)

FUNDING
REQUIREMENTS
(USD)

1 The Rembrey at Lake Keowee

TBD

270 residential/multi on Lake
Keowee, SC with docks &
clubhouses
Hotel (200 rooms)/residence
(100)/rental (150)/100,000 ft office.
High rise in downtown Greenville,
SC

\$177,375,000

2 The Gateway

TBD

\$219,475,000

3 Warpath

TBD

\$33,325,000

Conference center & marina. 120
room lodge, 200 dry stack, 104
docks, 2 restaurants, marina store,
cabins & rv on Lake Keowee, SC

Rembrey Keowee creates 300
construction jobs and 50
permanent jobs

Gateway creates 400 construction
and 250 permanent jobs

Warpath creates 100
construction jobs and 50
permanent

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Warpath-Valuation-000016

Warpath Landing Resort and Marina Draw Schedule Attachment B

[illegible]

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Warpath-Valuation-000023

Warpath Landing Resort and Marina Draw Schedule

Date/Time Period	Land	Hard Costs	Soft Costs	Total	Balance Remaining
Total Funding	2,000,000	24,000,000	4,160,000	30,160,000	30,160,000
Initial draw of 25%	2,000,000	3,540,000	2,000,000	7,540,000	22,620,000
3 months	0	500,000	200,000	700,000	21,920,000
5 months	0	1,000,000	200,000	1,200,000	20,720,000
7 months	0	2,000,000	200,000	2,200,000	18,520,000
9 months	0	2,000,000	200,000	2,200,000	16,320,000
11 months	0	2,000,000	200,000	2,200,000	14,120,000
13 months	0	2,000,000	225,000	2,225,000	11,895,000
15 months	0	2,000,000	225,000	2,225,000	9,670,000
17 months	0	2,000,000	225,000	2,225,000	7,445,000
19 months	0	2,000,000	200,000	2,200,000	5,245,000
21 months	0	2,000,000	100,000	2,100,000	3,145,000
23 months	0	2,000,000	100,000	2,100,000	1,045,000
24 months	0	960,000	85,000	1,045,000	0
Total drawn	2,000,000	24,000,000	4,160,000	30,160,000	

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Warpath-Valuation-000028



Letter of Interest

April 15, 2009

Project No.: TCT/WDI-090415

* Our signatures below acknowledge that these are the business terms upon which this transaction will be completed. However, the terms of this Letter of Interest (LOI) are subject to due diligence, and receipt by The Cambridge Trust (TCT) of all required documentation. By signing and dating below, TCT will endeavor to close this transaction within 120 days of the date of your acceptance of these business terms. The terms of this LOI will expire in forty-five (45) days unless extended by mutual consent.

* When used herein, the terms TCT and Client shall refer to TCT and the Client and their respective successors and/or assigns.

Client: WARPATH DEVELOPMENT, INC., 68 Pointe Circle, Suite 2102, Greenville, SC 29615

Project Type: Development & Construction of Resort and Marina on 63 acres on Lake Keowee, SC

Total Funding: \$28,000,000

Distribution Term: Thirty-Six (36) months

Product: Flex Term - FLEX-36

Offer Expiration Date: May 30, 2009

SBLC & Management Term: Client to supply a SBLC in the amount of Two Million Eight Hundred Thousand United States Dollars (\$2,800,000 USD), which TCT will manage for a minimum term of thirty-six (36) months.

Funding: TCT will commence project funding on or before August 1, 2009 and monthly thereafter in accordance with the approved funding draw-down schedule until fully funded.

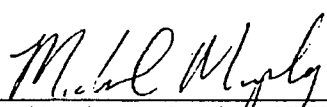
Interest: No interest on the loan will accrue during the Management Term.

Repayment Terms: Long term financing up to twenty (20) years at a rate of prime plus 2.0%

Client acknowledgments:

1. This Letter of Interest is intended as an outline only and does not purport to summarize all of the conditions, covenants, representations, warranties and other provisions that will be contained in definitive legal documentation for any financing. Conditions to funding include, but are not limited to: (a) Satisfactory financial, engineering, tax, insurance, environmental, permitting, title, zoning and market reviews, (b) Review and approval of the business plan for the project, (c) Review and approval of the project budget and marketing and sales plans, (d) Satisfactory title insurance provided by mutually agreeable insurer, (e) Client agreeing to Flex Term Funding Agreement between TCT and all owners and (f) Documentation of the loan consistent with customary practices in connection with loans of this nature.
2. Each financing draw will be subject to, among other things, approval by TCT on the applicable phase transaction (which approval shall be given or withheld in TCT's sole discretion), due diligence and the negotiation and execution of definitive loan documents. Client agrees to provide TCT with all comments (if any) to the draft funding agreement within 14 days of the execution of this LOI by Client. The terms of this offer will expire if such comments are not provided with 14 days of the execution of this LOI by Client.
3. Client shall provide and adhere to a budget, acceptable to TCT in its sole and absolute discretion, for the project (the "Project Budget"). The Project Budget shall include, but not be limited to, projected amounts and timetable for hard cost/soft cost expenditures in connection with horizontal site improvements, lots, dwelling, unit renovation, sales and marketing.
4. TCT's approval of the loan is contingent upon TCT completing, to its sole and absolute satisfaction, all necessary due diligence with respect to the proposed loan. Client shall fully cooperate with TCT with respect to TCT's performance of due diligence and its underwriting of the loan throughout the entire funding term.
5. During the loan term, the Client shall be prohibited from procuring any additional subordinate financing, secured or unsecured, without TCT's prior written consent.

INTERNATIONAL BUSINESS EQUITY SOLUTIONS, LLC

By: 

Michael Murphy, Vice President of IBES, LLC
for THE CAMBRIDGE TRUST

CLIENT:

WARPATH DEVELOPMENT, INC.

By: _____

Name: Rick Thoennes, Treasurer
Project Name: WARPATH LANDING

28202 Cabot Road • Suite 225
Laguna Niguel • CA 92677
P 949.365.5890 • F 877.222.5845
www.ibesnow.com

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CONFIDENTIAL Warpath-Valuation-000580

TAB B

1st Ticonderoga
P.O. Box 1105
Bolton Landing, New York 12814
Charles R. Colegrove, President/CBFC
(518) 409-1118

Executive Summary

Please complete this form with as much detail as possible.

PLEASE NOTE: If submitting additional documents, please send via regular or overnight mail to address above.

Project Name: Warpath Landing Lake Resort and Marina Today's Date: 11.15.11

1. **Critical Dates:** Are there any critical dates which must be met for this project, e.g. 1031 exchange, contract expiration dates, bank note due dates? If yes, please explain: The permit that allows for shoreline construction is due to expire on January 27, 2012. It is our intention to begin upland construction (above 50' from lake shore) at closing and having resubmitted the CORE permit, install docks and shoreline erosion control measures upon receiving the new permit.

2. **Contact Information:** Broker: X Borrower: _____ Other (please identify): _____

Name: Charles R. Colegrove
Title: President
Address: P.O. Box 1105
City: Bolton Landing
Telephone: (518) 409-1118
Email: colegrovenotes@gmail.com

State: NY Zip: 12814

3. **Loan Information:** Requested Proposed Notes

Loan Type: Construction
Loan Amount: \$27,000,000
Rate: 2.25%
Term/Amortization: 20 years
Monthly Payments: \$139,808
DSC: 1.53
NOI: \$2,566,834
LTV: 73.6%
Appraised Value: \$36,669,050
Cap Rate Used: 7%
Orig. Points to Broker: 4

Fees (e.g. appraisal, EPA, site visit, title work, etc.) \$ 60,000

4. **Use of Funds** (e.g. purchase, refinance, refi/cash out, construction, development, operating capital, etc.):

Lease purchase; construction; operating capital; repurchase of 20% of capital for treasury.

Page 2

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5. Exit Strategy (if not a self-amortizing loan, how will the balloon be paid at the end of the term?)
Amortizing loan

6. Property Information:

Type of Real Estate and Description (number of units, acreage, square footage, age, condition, etc.):
.63 acres; 2 1/2 miles of shoreline; 102 floating docks; 200 boat storage in dry stack; 34 camp & RV
sites; 10 cabins; 9 cottages; 120 room Lodge and Conference Center; 1 free standing restaurant and 1
located in Lodge; 1 marina store

Location: City: Six Mile County: Pickens State: SC
Borrower's Date of Purchase: 5.29.07 Purchase Price \$ 1,150,000
Borrower's cash investment in this property to date: \$ 1,400,000
Borrower's current equity in this property: \$ 1,400,000
Borrower's current debt against this property: \$ 0
Liens or back taxes owed on this property: \$ 0
CURRENT VALUE of this property in its present condition: \$ 6,000,000
Current occupancy percentage: n/a % Owner occupancy percentage: n/a %

Additional comments: The purchase of Warpath Development was to secure the rights to the Duke
Energy lease and not for the physical
property.

7. Purchase Only or Development Transactions:

Sales Price (real estate only) or Projected Cost: \$ _____
Borrower's cash down payment: \$ _____
Seller-held second lien or secondary financing, if applicable: \$ _____
Additional comments: _____

8. Additional Collateral:

A. Property Type and Description:

Location: City: _____ County: _____ State: _____
Current Value: \$ _____
First lien balance \$ _____
Second lien balance: \$ _____

B. Property Type and Description:

Location: City: _____ County: _____ State: _____
Current Value: \$ _____
First lien balance \$ _____
Second lien balance: \$ _____

CONFIDENTIAL Warpath-Valuation-000044

9. Prior Turn Down (if applicable, please explain why financing could not be obtained): New business; hospitality:

10. Joint Venture: If applicable, would you consider giving up a percentage of equity in this project to a joint venture, If it was necessary to gain approval?

Yes: yes If yes, % willing to relinquish: 20 - 25 % No:

11. Borrower Information (please attach a separate sheet with this information for any additional borrowers):

Individual: Corporation: X LLC: Partnership: Other:

Name: Tim Roberson
 Title: President
 Address: 335 Blue water Way
 City: West Union State: SC Zip: 29696
 Telephone: 864-270-6368
 Email: timroberson@warpathlanding.com
 Fax:

Personal Credit Scores:
 Net Worth: (excluding this project): \$ n/a
 Liquidity: \$ n/a
 Average Monthly Income (last 3 years) \$ n/a

Borrower's prior experience with this type of project: Partners have over 44 years of development, sales and construction experience.

12. Budget for Subject Property: (Please compute income and expenses. Deduct any debt service and depreciation from expenses. Include any reserves for vacancy or management fees):

	Example	2007	2008	2009	2010 (YTD through <u> </u>)
Gross Income:					
Total Expenses:					
Net Operating Income:					
Avg. Yearly Occupancy:					

13. Availability of Third Party Documentation (please indicate each available item):

Appraisal: _____ MAI: _____ Date completed: _____
Title opinion: _____ Title commitment: _____ Title policy: _____ Date Completed: _____

Environmental reports:

EPA Phase I: Y Date: 2010 EPA Phase II: _____ Date: _____
Asbestos: n/a Date: _____ Lead Paint: n/a Date: _____

Financial Statements (previous three years prepared by third party and YTD internal):

Subject Property: _____ Principals: Y Corporation, LLC or Partnership: Y

14. Anticipated Budget on Subject Property (If new venture, current availability of Proforma statements):

Yes: x No: _____ If no, date proforma will be available: With application

15. Additional Comments: There is only one existing marina on Lake Keowee. It is over thirty years old, has no indoor dining, and is showing its age. With no other private conference or restaurant facilities currently on this 18,000 acre lake, Warpath will provide a strong competitive offering. See Executive Summary below for additional information.

16. Special Circumstances: The property is on leased land. The lease is held by Warpath Development, Inc. and granted by Duke Energy with consent of the Federal Energy Regulation Commission. For all practical purposes the lease is perpetual as it automatically renews with each renewal of the Duke Hydro-electric license which runs in intervals of 30-50 years. In the event that Duke does not receive a new license decades from now, we have the option of requiring Duke to purchase the improvements at the then-current value.

PLEASE NOTE: If submitting additional documents, please send via e-mail.

Development Budget	
Item	Project Costs
Total Land Cost	\$0
Construction Hard Costs	\$22,508,626
Architectural & Engineering	0
Legal (stamps, recording etc.)	0
Financing Costs (points & closing)	1,115,000
Construction Interest	877,500
Corporate Liability Insurance	50,000
Ships store	0
Leasehold purchase	1,500,000
Contingency (Construction & Dev.)	500,000
Overhead and Carrying Costs (2)	0
Marketing	150,000
Reserve for Operation (3)	300,000
Total Development Budget	\$27,001,126
Updated On: 11/14/2011	
(1) Taxes, signage, working capital and appraisals	
(2) Dev. o/h, office exp., market studies and misc. overhead	
(3) Negative cash flow during "rent up"	

CONFIDENTIAL Warpath-Valuation-000047

1st Ticonderoga

Non-Circumvention, Non-Disclosure and Confidentiality Agreement

THIS AGREEMENT entered into on this 17th day of November, 2011 is for the Professional Association and arrangement of Non-Circumvention, Non-Disclosure and Confidentiality between **1st Ticonderoga** whose office is at **P.O. Box 1105, Bolton Landing, New York 12814**; and **Warpath Development**, and, employees, affiliates and assigns, whose offices is at **War Path Road Six Mile, SC 29682**; hereinafter, called "The Parties". The Parties with this agree to respect the integrity and tangible value of this agreement between them. THIS AGREEMENT is a perpetuating guarantee for five (5) years from the date of execution and is to be applied to any and all transactions present and future, of the introducing party, including subsequent follow-up, repeat, extended, renegotiated, and new transactions regardless of the success of the project.

Because of THIS AGREEMENT, the Parties involved in this transaction may learn from one another, or from principals, the names and telephone numbers of investors, borrowers, lenders, agents, brokers, banks, lending corporations, individuals and/or trusts, or buyers and sellers hereinafter called contacts. The Parties with this acknowledge, accept and agree that the identities of the contacts will be recognized by the other Party as exclusive and valuable contacts of the introducing Party and will remain so for the duration of this agreement.

The Parties agree to keep confidential the names of any contacts introduced or revealed to the other party, and that their firm, company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees, or consultants will not contact, deal with, negotiate or participate in any transactions with any of the contacts without first entering a written agreement with the Party who provided such contact unless that Party gives prior written permission.

Such confidentiality will include any names, addresses, telephone, telex, facsimile numbers, and/or other pertinent information disclosed or revealed to either Party.

The Parties agree not to disclose, reveal or make use of any information during discussion or observation regarding methods, concepts, ideas, product/services, or proposed new products or services, nor to do business with any of the revealed contacts without the written consent of the introducing party or parties.

The Parties agree that due to the many variables surrounding each Business Financial Transaction that will occur because of this agreement, the commission to be paid and/or the fee structure between the parties can vary. A separate fee/commission agreement will outline compensation for each Business/Financial Transaction. The fee or commission agreement must be drafted and acknowledged by signature before all Business/Financial Transactions.

In case of circumvention, The Parties agree and guarantee that they will pay the greater of normal customary fees of 3% and \$50,000 per occurrence of legal monetary penalty that is equal to the value of the transaction, including properties, and royalties, and/or commission or fee the circumvented Party should have realized in such transactions, by the person(s) engaged on the circumvention for each occurrence. If either party commences legal proceedings to interpret or enforce the terms of THIS AGREEMENT, the prevailing Party will be entitled to recover court costs and attorney fees, as the court deems reasonable and just.

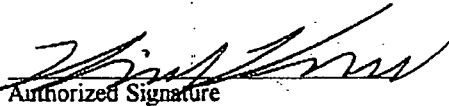
The parties will construe THIS AGREEMENT in accordance with the laws of the State of New York, County of Warren. If any provision of this agreement is found to be void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect.

THIS AGREEMENT contains the entire understanding between the Parties and any waiver, amendment or modification to THIS AGREEMENT will be subject to the above conditions and must be attached hereto. Upon execution of THIS AGREEMENT by signature below, the Parties agree that any individual, firm, company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees or consultants of which the signee is an agent, officer, heir, successor, assign or designee is bound by the terms of THIS AGREEMENT.

A facsimile and/or electronic mail copy of this Non-Circumvention, Non-Disclosure and Confidentiality Agreement shall constitute a legal and binding instrument. By setting forth my hand below I warrant that I have complete authority to enter into THIS AGREEMENT.

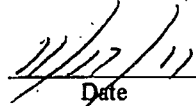
For: 1st Ticonderoga

1st Ticonderoga, Authorized Agent



Authorized Signature
Warpath Development
Frederick R. Thoennes, Jr.

Date

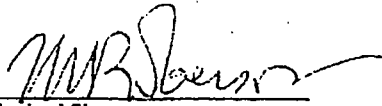


Date

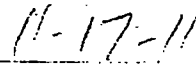
Authorized Signature
Warpath Development
Frederick R. Thoennes, III
Page 2 of 2

Date

CONFIDENTIAL Warpath-Valuation-000049



Authorized Signature
Warpath Development
Timothy W. Roberson
Page 3 of 3



Date

CONFIDENTIAL Warpath-Valuation-000050

In case of circumvention, The Parties agree and guarantee that they will pay the greater of normal customary fees of 3% and \$50,000 per occurrence of legal monetary penalty that is equal to the value of the transaction, including properties, and royalties, and/or commission or fee the circumvented Party should have realized in such transactions, by the person(s) engaged on the circumvention for each occurrence. If either party commences legal proceedings to interpret or enforce the terms of THIS AGREEMENT, the prevailing Party will be entitled to recover court costs and attorney fees, as the court deems reasonable and just.

The parties will construe THIS AGREEMENT in accordance with the laws of the State of New York, County of Warren. If any provision of this agreement is found to be void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect.

THIS AGREEMENT contains the entire understanding between the Parties and any waiver, amendment or modification to THIS AGREEMENT will be subject to the above conditions and must be attached hereto. Upon execution of THIS AGREEMENT by signature below, the Parties agree that any individual, firm, company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees or consultants of which the signee is an agent, officer, heir, successor, assign or designee is bound by the terms of THIS AGREEMENT.

A facsimile and/or electronic mail copy of this Non-Circumvention, Non-Disclosure and Confidentiality Agreement shall constitute a legal and binding instrument. By setting forth my hand below I warrant that I have complete authority to enter into THIS AGREEMENT.

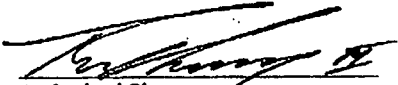
For: 1st Ticonderoga

1st Ticonderoga, Authorized Agent

Date

Authorized Signature
Warpath Development
Frederick R. Thoennes, Jr.

Date



Authorized Signature
Warpath Development
Frederick R. Thoennes, III
Page 2 of 2

11/17/11

Date

COMMERCIAL FUNDING SOLUTIONS

Non-Circumvention, Non-Disclosure and Confidentiality Agreement

Whereas the Undersigned Parties wish to enter into this agreement to define certain parameters of their future legal obligations, and considering their mutual promise herein and other good and valuable considerations the receipt of which is acknowledged hereby, the Parties hereto mutually and voluntarily agree as follows:

1. The parties hereto and/or their affiliates of what-so-ever nature shall not, in any manner solicit and/or accept any business from sources that have been made available by and through the parties hereto, nor in any manner shall access, contact solicit and/or conduct any transaction with such said sources, without the expressed and specific permission of the party who made such said sources available.

The Parties shall maintain complete confidentiality regarding each other's business and/or their affiliates and shall only disclose knowledge pertaining to these specifically named Parties as permitted by the concerned Party, unless agreed and granted an expressed written permission of and by the Party whom made the source available.

2. The Parties shall not in any way whatsoever circumvent each other and/or attempt such circumvention of each other and/or any of the parties involved in any of the transactions the Parties wish to enter and to the best of their abilities shall ensure that the original documentation, data and proprietary information established are not altered.

3. The Parties shall not disclose any contact revealed by either Party to any third Parties as they fully recognized such information and contract(s) of the respective Party, and shall not enter into direct and/or indirect offers, negotiations and/or transaction with such contacts revealed by the other Party who made the contact(s) available.

4. In the event of circumvention by any of the undersigned Parties, whether direct and/or indirect, the circumvented Party shall be entitled to a legal monetary compensation equal to the maximum service it should realize from such a transaction, plus any and all expenses, including any and all legal fees incurred in lieu of the recovery of such compensation.

5. All considerations, benefits, bonuses, participation, fees, and/or commissions received as a result of the contributions of the Parties to this agreement, relating to any and all transactions shall be allocated and distributed as mutually agreed. Specific arrangements, for each transaction shall be made available and/or submitted to the recipient on the very day due and payable as per each and every transaction, unless otherwise agreed.

6. This agreement is a perpetuating guarantee for five (5) years from the date of execution and is to be applied to any and all transactions present and future, of the introducing party, including subsequent follow-up, repeat, extended, renegotiated, and new transactions regardless of the success of the project.

PARTICIPANTS INITIALS:

1) MR

2) _____

CONFIDENTIAL Warpath-Valuation-000052

7. It is further agreed that any controversy, claims, and or dispute arising out of and/or relating to any part of the whole of this agreement or breach thereof and which is not settled between the signatories themselves, shall be settled and binding by and through arbitration in accordance with the rules and laws of the State South Carolina, County of Greenville. If any provision of this agreement is found to be void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect. Any decision and/or award made by the arbitrators shall be final, conclusive and binding for the Parties and enforceable in the Court of Law of the United States.

8. This Agreement shall be binding upon the Parties hereto and in the case of individual parties, their respective heirs, administrators and executors and in the case of all corporate Parties, their successors and assigns:

- a) The non-circumvention damages, i.e., the total commissions, fees, or profits which would have been due, and;
- b) All loss sustained by the non defaulting party by reason of such breach, and;
- c) All expenses incurred in enforcing any legal remedy rights based upon or arising out of this Agreement.

9. This Agreement shall be binding upon the Parties hereto and in the case of individual parties, their respective heirs, administrators, and executors, and in the case of all corporate parties, their successors and assigns.

10. Signature of this agreement shall be deemed to be an executed agreement enforceable and admissible for all purposes as may be necessary under the terms of this agreement.

11. All signatories hereto acknowledge that they have read and each Party fully understands the terms and conditions contained in this Agreement, and by their initials and signature hereby unconditionally agree to its terms as of the date noted herein.

12. The purpose of this instrument is to establish an internationally recognized Non-Circumvention, Non-Disclosure, and Confidentiality Agreement between the participating Parties.

This agreement may be signed in one or more counterparts and the Parties agree that facsimile copies of this Agreement to be considered as a legal original and signatures thereon shall be legal and binding.

<u>Tim Roberson</u> Signature	_____ Signature
<u>Tim Roberson</u> Printed Name	_____ Printed Name
<u>Warpath Development Inc</u> Company Name	_____ Company Name
<u>335 Blue Water Way</u> Street Address	_____ Street Address
<u>West Union, SC 29696</u> City, State, Zip	_____ City, State, Zip
<u>864-270-6368</u> Telephone	_____ Telephone
<u>timroberson@warpathlending.com</u> E-mail Address	_____ E-mail Address
<u>11-15-11</u> Date	_____ Date

Slip & Cabin Profile				
Type of Slip	# of Slips & Cabins	Monthly Rent	Total Monthly Rent	Total Annual Rent
25'-wet	0	0	0	0
30'-wet	102	370	37,740	452,880
40'-wet	0	0	0	0
100'-wet	0	0	0	0
25'-dry	100	295	29,500	354,000
30'-dry	100	345	34,500	414,000
35'-dry	0	0	0	0
2 bedroom cabin	8	3,200	25,600	307,200
3 bedroom cabin	2	4,000	8,000	96,000
Totals	312	\$434	\$135,340	\$1,624,080
	(Total)	(Average)	(Total)	(Total)
Updated On: 11/14/11				

Other Income

Income Source	Monthly	Annual
Boat rental	3,333	40,000
Cabins	0	0
Cottages	26,585	319,020
Dump fees	0	0
Fuel services profit	20,000	240,000
Hotel-50% vac.	58,552	702,625
Lodge restaurant	10,400	124,800
Marina restaurant	12,000	144,000
Marine repair	5,000	60,000
RV/tent park-60% vac.	17,109	205,313
Ship store profit	2,500	30,000
Storage fees	0	0
	0	0
	0	0
Totals	155,480	1,865,758

CONFIDENTIAL Warpath-Valuation-000054

Proforma Income and Expense (Stabilized)		
Item	Annually	%
Income:		
Gross Rental Income	\$1,624,080	
Less 5% Vacancy	<u>182,004</u>	
Effective Gross Income	\$1,442,076	
Other Income	<u>1,757,758</u>	
Total Revenue	\$3,199,834	100%
Expenses:		
Rental	0	0%
Marketing	45,000	1%
Payroll	265,000	8%
Management Fees	0	0%
Utilities	70,000	2%
Maintenance and Replacement	65,000	2%
Property Taxes	93,000	3%
Insurance	<u>95,000</u>	<u>3%</u>
Total Expenses	\$633,000	20%
	<u>\$2,566,834</u>	<u>80%</u>
Updated On: 11/14/2011		

CONFIDENTIAL Warpath-Valuation-000055



WARPATH LANDING

Resort and Marina

Warpath Landing is the first cooperative development between Duke Energy and a private developer. The intent is to create a first class facility on Lake Keowee that is open for the general public to enjoy. This facility will provide lake recreational facilities unparalleled in the upstate of South Carolina. Warpath is located in Pickens County, SC on Lake Keowee. The property has over 2 miles of lake front access.

Within the 68 acres will be wet slips, dry stack storage, RV sites, tent sites, fueling facilities, restaurants, marina store, swimming pool, fishing sanctuaries, boat ramp, lodging, boat rentals cabins, pavilions and many more user friendly recreational facilities.

There are few facilities on the lake and most are over 30 years old and in need of major renovation. Warpath is located in the middle of the lake which makes it accessible to anyone on the lake. The lake is always kept at high water levels by law.

Duke Energy has signed a perpetual lease that has no expiration date. The only stipulation is that Duke Energy continues to produce energy on the lake. If at any time that right is rescinded then Duke Energy is contractually obligated to purchase any improvements that have been made to the property including buildings and site work.

It has taken almost 7 years to procure all of the necessary permits and documents necessary to develop Warpath. All permits have now been approved and issued including over 14 agencies (i.e. FERC, U.S. Corp of Engineers, DHEC, SCDNR, Pickens County and others).

We have attached a site plan to show all aspects of Warpath and where the individual facilities are located. Warpath is located in the Foothills of the Blue Ridge Mountains and within driving distance of Atlanta, GA; Charlotte, NC; Asheville, NC; Columbia, SC and Charleston, SC.

We trust that you will be able to enjoy our vision with us and be a part of the newest and most likely last marina and resort to be developed on the lake.

20% financing deposit should be secured from Duke Energy (ongoing negotiations) and the partners.

Tim Roberson, President
Warpath Development, Inc.
335 Blue Water Way
West Union, SC 29696

www.WarpathLanding.com
timroberson@WarpathLanding.com
864-270-6368

CONFIDENTIAL Warpath-Valuation-000056

TAB C



Rick Thoennes
414 Lodgewood Trail
Greer, SC 29651
ricksr@warpathlanding.com
864-444-3331

Executive Summary

August 8, 2012

To: The Shakespeare Foundation
4 Palm Valley
Southampton, WKO1, Bermuda,
Attn: Mr. Robert Shakespeare
Tel No: (441) 238-3951
e-mail: robssmi04@gmail.com

I am hereby applying for the funding for my project known as Warpath Landing, Located in the City of Six Mile, SC, USA. The project is a Marina & lodging development. This development will create over 350 construction jobs (2 years) and 150 permanent jobs. It will also create 50 ancillary jobs in the area.

I understand that once Robert Shakespeare of Shakespeare Foundation has received the required documentation needed in order to receive an approval or a cancellation for my project funding, I will receive a letter through e-mail issued by Mr. Shakespeare. This approval or cancellation will be determined by a committee of Mr. Shakespeare, The Shakespeare Foundation and their affiliates.

Following is the amount being requested:

Land Acquisition: \$2,000,000 (lease)
Land Development: \$3,000,000
Construction of Commercial: \$24,000,000
Administrative/Management (2%): \$580,000
Total: \$29,580,000

CONFIDENTIAL Warpath-Valuation-000029

The contact information for my Attorney is as follows:

Name: Wally Fayssoux
Address: 209 E. Washington St., Greenville, SC 29601
Telephone Number: 864-233-0405
Fax Number: 864-233-4781
E-mail address: wally@fayssouxlaw.com

Please advise me upon your final determination of the potential of funding my project.

Nestled amidst a backdrop of the Blue Ridge Mountains and 63 wooded acres on gorgeous Lake Keowee, we will create South Carolina's first and only luxury family lake resort, marina and conference facility. Warpath Landing Lake Resort and Marina is located conveniently on Lake Keowee, just miles from Six Mile, South Carolina, and less than an hour from downtown, Greenville, SC. Warpath features two and one half miles of shoreline with 20 beautiful beaches accessible by boat or land.

Warpath Landing is being developed as an enhancement to public recreation opportunities required under the FERC hydroelectric license. The plan will become a reality through a collaborative arrangement established between Duke Energy, Pickens County and Warpath Development, Inc.

This development will directly generate in excess of \$7,000,000 per year for the Pickens Oconee area. In addition there will be an additional residual amount that is spent in the 2 counties that is generated thru boating, lodging, restaurants and camping. The tax base for Pickens County will also be increased by more than \$30,000,000.

We anticipate the marina operation will employ 30, the restaurants 60, the lodging 50 and the camping, rv & cottages 10. This will add 150 permanent jobs to the area when completed.

Construction jobs will reach a maximum of approximately 300 over a 1-1/2 year period.

CONFIDENTIAL Warpath-Valuation-000030

Marina

The marina will be home to the Upstate's first dry stack building with 200 dry slips available. It will provide a state of the art wet slip facility that over 100 boats will call home. The marina will also include "The Sunset Grille" for patrons to enjoy a snack or the finest cuisine while taking in views of the lake, the marina and the Blue Ridge Mountains. We will offer three dining experiences...fully enclosed year round for comfort; partially closed for seasonal enjoyment; or the largest patio on the lake with an outdoor chef's grilling area for those special occasions. Indoor and outdoor fireplaces will make for year round comfort and joy. The marina store will be fully stocked and equipped to handle all of an individuals lake needs.

Camping and RV

Whether one enjoys sleeping under the stars or from the comfort of an RV...Warpath Landing will have it covered. RV sites provide both beautiful vistas and state of the art hook ups. The 10 cabins will feature a small kitchen, sleeping area and living room. The 19 cottages will be large enough for families to vacation in, including multiple bedrooms, kitchen, dining and living room.

Lodge

The lodge will feature 120 guest suites, all with amazing views of Lake Keowee and the Blue Ridge Mountains. The lodge will offer unsurpassed luxury, a state-of-the-art conference center, upscale restaurant, pool, gym, banquet facilities, event services for weddings or reunions and so much more.

Signed electronically

Rick Thoennes, President
Warpath Development, Inc.

8-8-12
Date

CONFIDENTIAL Warpath-Valuation-000031



April 11, 2012

Mr. Robert Shakespeare
4 Palm Valley
Southampton, WKO1, Bermuda

Dear Mr. Shakespeare,

I would like to present my repayment options for your consideration and discussion to move forward to contract and funding of my projects. This for Warpath Landing Resort and Marina in Six Mile, SC. I have sent the letter of request, executive summary, draw schedule and full business plan previously.

If the funding is to be a loan, I would recommend, as my project is a development with construction, that a construction loan be made for the period of 36 months with a negotiated interest added to the loan and that in 36 months, the construction loan plus interest be converted to a long term loan for twenty to twenty-five years. I would think the re-payment would be from the income produced on my project and paid to you monthly, principal and interest.

If the funds for my project are to be in the form of an investment, I would recommend that upon the construction being completed and the project then being in an income producing status, that as an investment you would receive a portion of the annual profits (to be mutually agreed upon) paid out to you on a quarterly disbursement schedule or a bi-yearly payout and that this payment, based on the profits, continue until the property is sold or a fixed time is set allowing me to refinance and pay you in full the percent of profits agreed upon.

In the event you were to make this a grant, I would recommend that you make the grant from the foundation, pay a negotiated amount of the grant monies to yourself or a corporation of yours as a consulting fee and that the grant then become a tax write-off for your foundation.

CONFIDENTIAL Warpath-Valuation-000039

If the debt is to be an investment or a loan, it could be secured by a note and deed (trust deed, warranty deed, UCC-1 filing, or mortgage deed) or whichever type of deed would be acceptable to you and to the title company in the jurisdiction that the project is in.

Please review the options and advise me of your thoughts.

Kindest regards,

Rick Thoennes
Greenville Gateway Developers, LLC

ricksr@warpathlanding.com

864.444.3331

CONFIDENTIAL Warpath-Valuation-000040



WARPATH LANDING

Resort and Marina

Nestled amidst a backdrop of the Blue Ridge Mountains and 63 wooded acres on gorgeous Lake Keowee, we will create South Carolina's first and only luxury family lake resort, marina and conference facility. Warpath Landing Lake Resort and Marina is located conveniently on Lake Keowee, just miles from Six Mile, South Carolina, and less than an hour from downtown, Greenville, SC. Warpath features two and one half miles of shoreline with 20 beautiful beaches accessible by boat or land.

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We anticipate the marina operation will employ 30, the restaurants 60, the lodging 50 and the camping, rv & cottages 10. This will add 150 permanent jobs to the area when completed.

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Warpath Proforma Income and Expense (Stabilized)		
Item	Annually	%
<u>Income:</u>		
Gross Rental Income	\$1,624,080	
Less 5% Vacancy	<u>182,004</u>	
Effective Gross Income	\$1,442,076	
Other Income	<u>1,757,758</u>	
Total Revenue	\$3,199,834	100%
<u>Expenses:</u>		
Rental	0	0%
Marketing	45,000	1%
Payroll	265,000	8%
Management Fees	0	0%
Utilities	70,000	2%
Maintenance and Replacement	65,000	2%
Property Taxes	93,000	3%
Insurance	<u>95,000</u>	<u>3%</u>
Total Expenses	\$633,000	20%
	<u>\$2,566,834</u>	<u>80%</u>

CONFIDENTIAL Warpath-Valuation-000042

TAB D

DAKOTA HOLDINGS LLC

December 11, 2012 New terms as of 12/18/12

Project: WARPATH LANDING

Conditional Loan Commitment

Re: Conditional Loan Commitment to provide capital for the development of a mixed use project, secured by a stock in Pickens County SC, area, to be more accurately described by legal description in the preliminary title policy or appraisal.

Gentlemen:

Based on the information submitted to date on your behalf, this letter is to confirm that DAKOTA HOLDINGS, LLC ("Investor") and/or assignees intends to provide capital for debt and equity to ("Sponsors") Warpath Development Inc. to be secured by stock on approximately 63 leased acres under the following terms and conditions:

Amount:	\$24 mil (\$14.4 mil debt and \$9.6 mil equity) Potentially in phases
Interest Rate:	11 % Preferred on equity 8% on debt (Preferred interest deferred 1-3 yrs)
Amortization	N/A
Points	3 (Now 6 points, but includes broker's fee)
Terms	5 year
Equity Split	60/40 DH (55/45) until paid back then 50/50 with buy/sell
Closing	30 after all required documentation or 60 days total

Representations & Warranties

Usual and Customary representations and warranties for transaction including but not limited to the following:

- N/A
- Absence of litigation or any existing or pending adverse decree orders from a court or an environmental agency.

Conditions Precedent:

The closing and funding of the credit facility shall be subject to normal and customary conditions precedent including but not limited to the following:

- N/A
- N/A
- Negotiations and excursion of a comprehensive loan agreement and collateral documents, satisfactory to DAKOTA HOLDINGS, LLC and Sponsors.

Title Insurance

Investor shall have the right to approve, in its sole and absolute discretion, the preliminary title report on the property. Investor shall have the right to approve any exceptions to title contained in said policy.

Appraisal:

Approval by Investor, in its sole and absolute discretion, of an appraisal or review appraisal of the property completed within thirty (30) days prior to funding of the loan. (The appraisal will be part of the buy out of an existing 20% shareholder. Costs associated with that will be funded as company's business. Investor has the right to decline funding if the cost are higher than normally expected.

Taxes:

Payment of any outstanding property taxes or assessments affecting the property.

1

CONFIDENTIAL Warpath-Valuation-000564

14350 N Frank Lloyd Wright Blvd. #17 Scottsdale, AZ 85258 Phone # (480) 235-2102

Project WARPAT LANDING

Letter of Intent

December 11, 2012

Performance Covenants:

- Standard reporting requirements
- N/A
- N/A
- N/A
- N/A
- N/A

Underwriting Fees: Sponsors to prepay expenses related to the underwriting of the loan application, including but not limited to appraisal, review and site inspection. (Not appraisal)

Commitment Fees: Sponsors to pay loan commitment fee of \$ 28,500.00 in certified funds to be submitted with the accepted and executed copy of this conditional commitment. This fee is fully refundable less expenses related to underwriting and due diligence if investor does not fund under the terms of this commitment or on terms acceptable to sponsors. If sponsors chooses not to proceed under the terms and conditions stated herein, this commitment fee shall not be refundable.

Broker Fees: Sponsors shall hold harmless and indemnify Investor from any and all claims of brokers or other claims of commission or fees on the account of the issuance of this conditional loan commitment or of the funding of the loan.

Funding: Investor reserves the right to sell or transfer its entire interest or participating interest or interests in this commitment.

Acceptance: Acceptance of this Conditional Commitment by Sponsor's execution hereof, and the receipt by Investor of the Commitment and underwriting Fees, must be completed by noon, December 13, 2012 or this commitment shall be cancelled at Investor's option.

Expiration: This Conditional Commitment shall be null and void if all terms and conditions to be satisfied by Borrower herein are not met prior to February 13, 2012, unless extended in writing by investor. After said expiration date investor shall be fully and unconditionally released of any and all obligations, claims and liabilities in any way arising from and related to this commitment.

Extension: The commitment expiration date may be extended for a thirty-day period, at Borrower's option upon written notice to investor and payment of an extension fee in the amount of \$5000. Written notice must be received by investor and extension fee paid no later than fifteen days before the commitment expiration date. (Delete paragraph)

Additional Conditions: Investor reserves the right to cancel this commitment and to terminate its obligations hereunder, in its sole and absolute discretion, in the event that any of the following shall occur:

14350 N Frank Lloyd Wright Blvd. #17 Scottsdale, AZ 85258 Phone # (480) 235-2102

Project: WARPAT LANDING

Letter of Intent

December 11, 2012

1. Insufficiency of title or lack of approval by investor or its counsel of the title or any documents required hereunder to be delivered to investor at or prior to closing of the loan.
2. Failure of sponsors to comply with any of the provisions or conditions applicable to this commitment.
3. No secondary financing will be allowed without investor's consent.
4. No assignment of this commitment will be allowed without investor's consent. In the event that sponsor is a partnership, a transfer shall be deemed an assignment of this commitment which shall require investor's approval.
5. Any change in management for the project shall require investor's written approval.
6. N/A
7. N/A
8. In the event Sponsors or Principals or anyone on behalf of the sponsors makes a misstatement of fact or information that would be material to investor evaluating the request, investor shall not require to close the facility.
9. N/A
10. Sponsor's agrees that should sponsors or any other company, partnership or joint venture in which a significant interest is owned by borrower procure financing or leasing for any purposes within a sixty (60) month period following execution of this Conditional Commitment from any lending institution or investors with whom sponsors was placed in contract with Lender, the same remuneration heretofore provided for shall be paid to investor as additional compensation.
11. This is a preliminary disposition issued to expedite the closing of your funding and subject to final review. It is not commitment to fund. All items must be provided prior to final approval. All documentation must be in original form.

After determining, in its sole and absolute discretion, that everything is in order and all of sponsor's obligation contained therein have been satisfied and no events of default have occurred, investor will disburse the proceeds of the funding in accordance with the terms set out herein.

14350 N Frank Lloyd Wright Blvd. # 17 Scottsdale, AZ 85258 Phone # (480) 235-2102

Project: WARPATH LANDING

Letter of Intent

December 11, 2012

Please indicate your acceptance by signing and returning this letter together with the Commitment Fee on or before the Commitment Acceptance Date specified herein. This letter sets forth the complete understanding of investor and sponsor with respect to this matter and supersedes any previous agreements, whether oral or writing. Any changes, amendments or modifications hereto must be made in writing and executed by the parties hereto.

Very truly yours,

By: _____
Corporate Officer

I/WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF THIS CONDITIONAL COMMITMENT LETTER AND AGREE TO THE TERMS AND CONDITIONS STATE HEREIN.

AGREED AND ACCEPTED THIS _____ DAY OF _____, 2012.

BY: _____
WARPATH DEVELOPMENT INC

EXHIBIT 5

VMG



Vinings Marine Group, LLC

Mr. Brad Seckinger
Warpath Development, Inc.
100 Lakecrest Drive
Greenville, South Carolina 29609

VIA: Federal Express

RE: Warpath Marina Development

Gentlemen,

Please accept this as a firm offer to contribute \$4,500,000 to Warpath Development, Inc. for the development of the leasehold interest corporation has.

VMG is very excited to be involved in the development of what will certainly be the premier lake marina in South Carolina.

It is imperative that the enclosed agreement has all the exhibits attached to it and it is executed in the next 20 business days. I would expect a closing of the transaction on or before October 12, 2012.

If the timetable outline above cannot be met, Vinings will not be interested in participating in the project due to the inability to open for business in the Spring of 2013.

Please respond to this on or before September 10, 2012, or we will assume you have taken a different direction.

Sincerely,

Vinings Marine Group, LLC



Peter D. Anzo, Managing Member

Enclosure

Vinings Marine Group, LLC
2839 Paces Ferry Road • Suite 450 • Atlanta, Georgia 30339
Telephone: 770-984-9500 • Fax: 770-850-0655
www.viningsmarine.com

Offices: Atlanta • North Georgia • Norfolk

CONTRIBUTION AGREEMENT
DATED AS OF _____, 2012
BY AND AMONG
[VININGS MARINE GROUP, LLC],

AND
WARPATH DEVELOPMENT INC.

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EXHIBITS

Exhibit A	Bringdown Certificate – VMG
Exhibit B	Amended and Restated Operating
Exhibit C	Bringdown Certificate –The Company and Sharholders

CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this "*Agreement*") is made as of _____, 2012, by and among [VININGS MARINE GROUP, LLC], a Georgia limited liability company ("VMG"), and Warpath Development, Inc, a South Carolina Corporation (the "Company"), ("The Shareholders").

RECITALS

The Shareholders own all of the shares and/or economic interest in the Company.

VMG wishes to contribute Four Million, Five Hundred Thousand Dollars and NO/100 Dollars (\$4,500,000.00) to the Company in exchange for a seventy percent (70%) Percentage Interest (as such term is defined in the Amended Agreement) in the Company.

AGREEMENTS

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. For purposes of this Agreement, the following terms have the meanings set forth below.

"*Accounts Receivable*" means all of the Company's accounts receivable, notes receivable, negotiable instruments and chattel paper.

"*Affiliate*" with respect to any Person means any other Person who directly or indirectly Controls, is Controlled by, or is under common Control with such Person including in the case of any Person who is an individual, his or her spouse, any of his or her descendants (lineal or adopted) or ancestors, and any of their spouses.

"*Agreement*" shall have the meaning ascribed to it in the Preamble.

"*Annual Financial Statements*" means the consolidated balance sheets, statements of income and retained earnings, statements of cash flows and notes to financial statements (together with any supplementary information thereto) of the Company as of and for the years ended December 31, 2010 and December 31, 2011.

"*Benefit Plan*" means any pension, retirement, 401(K), bonus, deferred compensation, stock option, severance, salary continuation, vacation, sick leave, fringe benefit, incentive, insurance, welfare or similar plan.

"Business Day" means a day other than Saturday, Sunday or any day on which banks located in the State of Georgia are authorized or obligated to close.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

"Claims" means all rights, claims, security interests, encumbrances, liens, options, judgments, pledges, charges, rights of first refusal or first offer, mortgages, and indentures, of every kind and nature whatsoever, and, to the extent applicable, any and all proxies, voting trusts, voting agreements, escrows, transfer and other restrictions and equities, in each case whether arising by agreement, operation of law or otherwise.

"Closing" means the consummation of the transactions contemplated by this Agreement.

"Closing Date" means the date on which the Closing occurs.

"Code" means the Internal Revenue Code of 1986, as amended.

"Contract" means any contract, agreement, arrangement, understanding or instrument, whether oral or written.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through ownership of securities, by Contract or otherwise.

"Damages" means all actions, lawsuits, proceedings, hearings, investigations, charges, complaints, Third Party Claims, demands, injunctions, judgments, orders, decrees, rulings, dues, Liabilities, obligations, Taxes, liens, assessments, levies, losses, fines, penalties, damages, costs, fees and expenses, including reasonable attorneys', accountants', investigators', and experts' fees and expenses incurred in investigating or defending any of the foregoing.

"Disclosure Schedule" means the schedules delivered parties concurrently herewith and identified by the parties as a Disclosure Schedule.

"Environmental Claim" means any and all administrative, regulatory or judicial actions, suits, demands, demand letters, directives, claims, liens, investigations, proceedings or notices of noncompliance or violation (written or oral) by any Person alleging potential liability (including potential liability for enforcement, investigation costs, cleanup costs, governmental response costs, removal costs, remedial costs, natural resources damages, property damages, personal injuries or penalties) arising out of, based on or resulting from: (1) the presence or Release into the environment of any Hazardous Substance at any location, whether or not owned by the Person; (2) circumstances forming the basis of any violation or alleged violation of any Environmental Law; or (3) any and all claims by any Person seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from the presence or Release of any Hazardous Substances.

"Environmental Laws" means all federal, state or local statutes, laws, rules, ordinances, codes, rule of common law, regulations, judgments and orders in effect on the Closing Date and

relating to protection of human health or the environment (including ambient air, surface water, ground water, drinking water, wildlife, plants, land surface or subsurface strata); including laws and regulations relating to Releases or threatened Releases of Hazardous Substances, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances.

"Environmental Permits" means all environmental, health and safety permits, licenses, registrations, and governmental approvals and authorizations.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Financial Statements" means, collectively, the Annual Financial Statements and the Interim Financial Statements.

"GAAP" means generally accepted accounting principles as in effect from time to time in the United States of America.

"Governmental or Regulatory Authority" means any court, tribunal, arbitrator, authority, agency, bureau, board, commission, department, official or other instrumentality of the United States, any state thereof, any foreign country or any domestic or foreign state, county, city or other political subdivision, and shall include all self regulatory organizations and insurance authorities.

"Hazardous Substances" means: (1) any petroleum or petroleum products, radioactive materials, asbestos in any form, mold, mildew, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing regulated levels of polychlorinated biphenyls (PCBs) and radon gas; and (2) any chemicals, materials or substances which are now or ever have been defined as or included in the definition of "medical wastes," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or other words of similar import; in all cases as set forth in any Environmental Law.

"Indebtedness" of any Person means all obligations of such Person (1) for borrowed money evidenced by notes, bonds, debentures or similar instruments, (2) for the deferred purchase price of goods or services, other than short term credit in the ordinary course of business and consistent with past practice, (3) under capital leases, and (4) in the nature of guarantees of the obligations described in clauses (1) through (3) above of any other Person.

"Indemnified Party" means, with respect to a particular matter, a Person who is entitled to indemnification from another party hereto pursuant to ARTICLE IX.

"Interim Financial Statements" means the consolidated balance sheets, statements of income and retained earnings and statements of cash flows of the Company, as of and for the _____-month period ended on the Interim Financial Statement Date.

"Interim Financial Statement Date" means _____, 2012.

"IRS" means the Internal Revenue Service.

"Knowledge of the Company" means (a) the actual knowledge of any Shareholder, Officer, Director, or agent and (b) the constructive knowledge of facts, circumstances, events or other matters that any Member could be expected to discover or otherwise become aware of in the normal discharge of their respective assigned duties and responsibilities, or after a reasonable inquiry of any employees of and advisors to the Company who have principal responsibility for the matter in question.

"Law" means any law, statute, order, decree, consent decree, judgment, rule, regulation, ordinance or other pronouncement having the effect of law, whether in the United States, any foreign country, or any domestic or foreign state, county, city or other political subdivision or of any Governmental or Regulatory Authority.

"Liabilities" means all Indebtedness, obligations and other liabilities of the Company of any nature whatsoever, whether direct or indirect, matured or unmatured, absolute, accrued, contingent (or based on any contingency), known or unknown, fixed or otherwise, or whether due or to become due.

"Material Adverse Effect" means any event, change, condition or matter that individually or in the aggregate results in or could reasonably be expected to result in a material adverse change in the (1) business, operations (including results of operations), assets, Liabilities, financial condition, properties or prospects of the Company, or (2) the ability of any party hereto to consummate the transactions contemplated hereby.

"Shareholders" means _____.

"Permits" means all licenses, permits, franchises, authorizations, registrations and government approvals other than the Environmental Permits.

"Permitted Liens" means all (1) statutory liens for Taxes not yet due or being contested in good faith and for which there are adequate reserves on the books; (2) statutory liens of landlords, carriers, warehousemen, mechanics and materialmen incurred in the ordinary course of business for sums not yet due; (3) mortgages, trust deeds, chattel mortgages, security agreements, financing statements or other instruments encumbering any of the assets of the Company, including the Real Property, that have been recorded and filed with the appropriate jurisdiction and which have been disclosed in the Disclosure Schedule; and (4) liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, bank, trust company, trust or other entity, whether or not legal entities, or any governmental entity, agency or political subdivision.

"Real Property" means all real property and leases and subleases of, and other interests in real property used by the Company or held by the Company for use in connection with its business, in each case, together with all buildings, fixtures, and improvements erected thereon.

"Related Parties" means (1) Members; (2) the Company's present managers, officers and members; (3) any Affiliates of any of the foregoing; and (4) any Person of which any Member or

the spouse or any lineal descendant or ancestor of any Member is an officer, director, member, partner, trustee, beneficiary or shareholder.

"Release" means any intentional or unintentional release, spill, emission, emptying, leaking, injection, deposit, disposal, discharge, dispersal, dumping, leaching, pumping, pouring, or migration into the environment, atmosphere, soil, surface water, groundwater or property.

"Returns" means all returns, declarations, reports, statements and other documents required to be filed in respect of Taxes.

"Tax" or "Taxes" means all federal, state, local, foreign and other income, sales, use, ad valorem, transfer or other taxes, fees, assessments or charges of any kind, together with any interest and any penalties with respect thereto.

"Third Party Claim" means any action, lawsuit, proceeding, investigation, hearing, or like matter which is asserted or overtly threatened by a Person other than the parties hereto, their successors and permitted assigns, against any Indemnified Party or to which any Indemnified Party is subject.

1.2 Other Defined Terms. Other capitalized terms used in this Agreement which are not defined in this ARTICLE I shall have the meanings contained elsewhere in this Agreement.

1.3 Accounting Principles. The classification, character and amount of all assets, liabilities, capital accounts and reserves and of all items of income and expense to be determined, and any consolidation or other accounting computations to be made, and the interpretation of any definition containing any financial term, pursuant to this Agreement shall be determined and made in accordance with GAAP. All references to "dollars" or "\$" in this Agreement shall mean United States dollars.

1.4 Construction. Unless the context of this Agreement otherwise requires, (a) words of any gender include each other gender, (b) words using the singular or plural number also include the plural or singular number, respectively, (c) references to Sections and Articles refer to the applicable Sections and Articles of this Agreement, (d) the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," and (e) the predicate of any noun or pronoun shall be the immediately preceding prior noun.

ARTICLE II CONTRIBUTION

2.1 Contribution. VMG agrees to contribute Four Million, Five Hundred Thousand and NO/100 Dollars (\$4,500,000.00) (the "Cash Contribution") at the Closing to the Company as its initial capital contribution in exchange for a seventy percent (70%) Percentage Interest in the Company.

2.2 Consent.

Each of the Members consents to the Capital Contribution and to VMG's acquisition of a seventy percent (70%) Percentage Interest in the Company and agree to admit VMG as member of the Company in accordance with the Amended Agreement.

2.3 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") will take place at the offices of Schreeder, Wheeler & Flint, LLP, 1100 Peachtree Street, Suite 800, Atlanta, Georgia 30309, at 9:00 a.m. (local time) on or before _____, 2012, or on such other date or at such other time as the parties mutually agree.

ARTICLE III REPRESENTATIONS AND WARRANTIES

3.1 General Statement. The parties make the representations and warranties to each other which are set forth in this ARTICLE III. All such representations and warranties and all representations and warranties which are set forth elsewhere in this Agreement and in any financial statement, exhibit, certificate or other document delivered by a party hereto to any other party pursuant to this Agreement or in connection herewith shall survive the execution of this Agreement (and none shall merge into any instrument of conveyance), regardless of any investigation or lack of investigation by any of the parties to this Agreement. No specific representation or warranty shall limit the generality or applicability of a more general representation or warranty.

3.2 Representations and Warranties of the Company and the Members. Each of the Company and the Shareholders, jointly and severally, represent and warrant to VMG as follows:

3.2.1 Organization, Existence and Good Standing. The Company is a corporation duly organized, validly existing and in good standing under the Laws of the State of South Carolina.

3.2.2 Foreign Good Standing. The Company has qualified as a Corporation, and is in good standing, under the Laws of all jurisdictions where the nature of its business or the nature or location of its assets requires such qualification.

3.2.3 Power and Authority. The Company has all necessary power and authority to carry on its business as such business is now being conducted. The Company has the power and authority to execute, deliver and perform this Agreement and each of the documents and instruments required to be entered into by it pursuant to this Agreement, and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by the Company of this Agreement and each of the documents and instruments required to be entered into pursuant to this Agreement, and the consummation by the Company of the transactions contemplated hereby and thereby, have been duly and validly authorized by all necessary company action and such authorization has not been withdrawn or amended in any manner.

3.2.4 Enforceability. This Agreement has been duly executed and delivered by the Company. Assuming due and valid authorization, execution and delivery of this Agreement by the other parties, this Agreement is or will be the legal, valid and binding obligation of the

Company, enforceable against the Company in accordance with its terms, except that (a) such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws, now or hereafter in effect, affecting creditors' rights generally; and (b) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

3.2.5 Consents. No consent, authorization, order or approval of, or filing or registration with, any Governmental or Regulatory Authority is required for or in connection with the execution of this Agreement by the Company or the consummation by the Company of the transactions contemplated hereby.

3.2.6 Conflicts Under Constituent Documents or Laws. Neither the execution and delivery of this Agreement by the Company, nor the consummation by the Company of the transactions contemplated hereby, will conflict with or result in a breach of any of the terms, conditions or provisions of the Company's articles of organization or operating agreement, of any statute or administrative regulation, or of any order, writ, injunction, judgment or decree of any Governmental or Regulatory Authority or of any arbitration award to which the Company is party to or by which the Company is bound.

3.2.7 Conflicts Under Contracts. Except as set forth on Schedule 3.2.7, the Company is not a party to, or bound by, any unexpired, undischarged or unsatisfied Contract under the terms of which performance by the Company according to the terms of this Agreement will be a default or an event of acceleration, or grounds for termination, modification or cancellation, or whereby timely performance by the Company according to the terms of this Agreement may be prohibited, prevented or delayed.

3.2.8 Subsidiaries and Affiliates. The Company does not hold or beneficially own any direct or indirect interest (whether a partnership, joint venture, common or preferred stock or any comparable ownership interest in any Person), or any subscriptions, options, warrants, rights, calls, convertible securities or other agreements or commitments for any interest in any Person.

3.2.9 Manager and Officers. The names of each Shareholder and officer of the Company is set forth on Schedule 3.2.9 of the Disclosure Schedule.

3.2.10 Constituent Documents; Books and Records. True, correct and complete copies of the articles of organization and all amendments thereto, the operating agreement as amended and currently in force, all membership records, and minute books and records, of the Company have been made available for inspection by VMG. Such records accurately reflect all membership interest transactions, the current ownership and a listing of all of the current members of the Company. The minute books and records of the Company contain true, correct and complete copies of all resolutions adopted by the Shareholders, Director, and Officers of the Company and represent actual, bona fide transactions.

3.2.11 Capitalization. As of the date of this Agreement, the Shareholders are the sole Owners of the Company as set forth on Schedule 3.2.11. Except as set forth on Schedule

3.2.11, there are no outstanding subscriptions, options, warrants, rights (including preemptive rights), calls, convertible securities, contractual obligations to repurchase, redeem or otherwise acquire any membership interests of the Company, voting trusts, members' agreements or other agreements or commitments of any character relating to the issued or unissued units or membership interests or other securities of the Company or obligating the Company to issue any securities of any kind. With the exception of the Operating Agreement, dated _____, a true, correct and complete copy of which has been made available for inspection by VMG, there are no other agreements, voting trusts, understandings or arrangements by and among the Shareholders or Officers of the Company.

3.2.12 Financial Statements. Complete and accurate copies of the Financial Statements are contained in Schedule 3.2.12 of the Disclosure Schedule. Except as set forth on Schedule 3.2.12, the Financial Statements present fairly, in all material respects, the financial position of the Company as of the dates thereof and the results of operations and cash flows of the Company for the periods covered by said statements.

3.2.13 Liabilities. The Company does not have any Liabilities except for (a) Liabilities provided for or reserved against in the Financial Statements and not discharged subsequent to the dates of the Financial Statements and (b) Liabilities which have been incurred by the Company subsequent to the Financial Statement Date in the ordinary course of the Company's business and not discharged since the Interim Financial Statement Date.

3.2.14 Adequate Cash. The Company has adequate cash on hand or borrowing power to satisfy all accrued short-term liabilities and all trade payables of the Company as of the date hereof.

3.2.15 Assets. The Company has good title or valid license or leasehold interest to its assets, free and clear of any Claims, except for Permitted Liens. Except as disclosed in Schedule 3.2.15 of the Disclosure Schedule, no unreleased mortgage, trust deed, chattel mortgage, security agreement, financing statement or other instrument encumbering any of the assets of the Company has been recorded, filed, executed or delivered. The Company's assets are adequate to conduct its businesses as it is presently being conducted. The Company's assets and items of tangible personal property are in good operating condition and repair, normal wear and tear excepted.

3.2.16 Accounts Receivable. Except as set forth on Schedule 3.2.16, all of the Accounts Receivable reflected on the Interim Financial Statements or incurred in the normal course of business since the Interim Financial Statement Date have arisen from bona fide transactions in the ordinary course of business and to the Knowledge of the Company, to the extent not previously collected, are fully collectible, net of any allowance for doubtful accounts shown on the Interim Financial Statements, in the ordinary course of business in accordance with their terms. None of the Accounts Receivable is or will be at the Closing Date subject to any counterclaim or set-off. All reserves, allowances and discounts with respect to the Accounts Receivable were and are adequate and consistent in extent with reserves, allowances and discounts previously maintained by the Company in the ordinary course of business.

3.2.17 Taxes.

(a) The Company has properly completed and filed on a timely basis all Returns required to be filed. Such Returns are accurate and complete in all material respects. As of the time of filing, the foregoing Returns correctly reflected the facts regarding the income, business, assets, operations, activities, status and other matters of or information regarding the Company required to be shown thereon.

(b) All applicable Laws have been complied with in all material respects and all amounts required to be paid by the Company to taxing authorities have been paid.

(c) No issues have been raised in writing and are currently pending by any taxing authority in connection with any of the Returns. No waivers of statutes of limitation with respect to the Returns have been given by or requested from the Company. All deficiencies asserted or assessments made as a result of any examinations of Returns previously filed by the Company have been fully paid, or are fully reflected as a liability in the Financial Statements and the Interim Financial Statements, or are being contested and an adequate reserve therefor has been established and is fully reflected as a liability in the Financial Statements and the Interim Financial Statements.

(d) The Company is not a party to or bound by any tax indemnity, tax sharing or tax allocation agreement.

(e) All material elections with respect to Taxes affecting the Company are set forth in Schedule 3.2.17 of the Disclosure Schedule.

(f) the Company has been taxed as a Corporation under the Code (and for all pertinent state tax purposes) for each taxable year since formation.

3.2.18 Contracts. Schedule 3.2.18 of the Disclosure Schedule contains a true, correct and complete list of each undischarged Contract (including all amendments thereto) that is material to the conduct of the Company's businesses and to which the Company is a party to, including without limitation, all agreements with (a) suppliers or vendors; (b) loan agreements; (c) independent contractors and subcontractors; and (d) any Governmental or Regulatory Authority.

3.2.19 Material Adverse Effect. Except as set forth on Schedule 3.2.19, the Company has not suffered or been threatened with, and the Company does not have Knowledge of any facts which may cause or result in, any Material Adverse Effect.

3.2.20 Related Parties Transactions. With the exception of those items set forth on Schedule 3.2.20 of the Disclosure Schedule, the Company has not entered into any Contracts, arrangements or other business relationships with any of the Related Parties. Except as set forth on Schedule 3.2.20, the Company is not owed and does not owe any amount from or to the Related Parties.

3.2.21 Permits. Schedule 3.2.21 of the Disclosure Schedule contains a true, correct and complete list of, and the Company possesses, all Permits and Environmental Permits

which are required in order for the Company to conduct its business as presently conducted or proposed to be conducted.

3.2.22 Employee Benefit Plans. With respect to the Benefit Plans of the Company:

(a) the Company does not maintain, administer or contribute to any Benefit Plan other than those Benefit Plans set forth on Schedule 3.2.22 of the Disclosure Schedule.

(b) the Company does not maintain or contribute to any plan or arrangement providing medical or life insurance benefits to former employees or their dependents.

(c) Each Benefit Plan complies, in form and operation, in all material respects, with all applicable Laws, including ERISA and the Code.

(d) All reports and information relating to each Benefit Plan required to be filed with any Governmental or Regulatory Authority have been timely filed and are accurate in all material respects. All reports and information relating to each Benefit Plan required to be disclosed or provided to participants or their beneficiaries have been timely disclosed or provided. No fiduciary of any Benefit Plan has committed a breach of any responsibility or obligation imposed upon fiduciaries under ERISA with respect to such Benefit Plan.

(e) There are no actions, suits, proceedings, investigations or hearings pending or, to the Knowledge of the Company, overtly threatened with respect to any Benefit Plan or any fiduciary or assets thereof.

3.2.23 Employee Relations. With respect to the employees of the Company:

(a) There is not presently pending or, to the Knowledge of the Company, overtly threatened any: (i) strike, slowdown, picketing, work stoppage or employee grievance process; (ii) charge, grievance proceeding or other claim against or affecting the Company relating to the alleged violation of any Law pertaining to labor relations or employment matters, including any charge or complaint filed by an employee or union with the National Labor Relations Board, the Equal Employment Opportunity Commission or any comparable Governmental or Regulatory Authority; (iii) union organizational activity or other labor or employment dispute against or affecting the Company; or (iv) application for certification of a collective bargaining agent.

(b) To the Knowledge of the Company, no event has occurred or circumstances exist that could provide the basis for any work stoppage or other labor dispute with respect to the Company.

(c) Except as set forth on Schedule 3.2.23, no employee of the Company has any claim against the Company (whether under Law, any employment Contract or otherwise) on account of or for: (i) overtime pay, other than overtime pay for the current payroll

period, (ii) wages or salaries, other than wages or salaries for the current payroll period, or (iii) vacations, sick leave, time off or pay in lieu of vacation, sick leave or time off, other than vacation, sick leave or time off (or pay in lieu thereof) earned in the 12 month period immediately prior to the date of this Agreement.

(d) To the Knowledge of the Company, no employee of the Company is an undocumented alien or has been hired in violation of the immigration Laws.

(e) The employees and former employees the Company who have (or have had) access to confidential or proprietary information of the Company have executed confidentiality forms which, to the Knowledge of the Company, are adequate to protect the Company's proprietary interest therein.

3.2.24 Litigation and Claims. Except as set forth on Schedule 3.2.24, there is no litigation or proceeding, at law or in equity, and there are no proceedings or governmental investigations before any Governmental or Regulatory Authority, pending or, to the Knowledge of the Company, threatened against any Member, the Company or the officers, managers or Affiliates of the Company, with respect to or affecting the Company's operations, Contracts, business or assets, or with respect to the consummation of the transactions contemplated hereby nor, to the Knowledge of the Company, is there any basis for any of the foregoing.

3.2.25 Decrees, Orders or Arbitration Awards. The Company is not a party to, or bound by, any decree, order or arbitration award (or agreement entered into in any administrative, judicial or arbitration proceeding with any Governmental or Regulatory Authority) with respect to or affecting the Company's operations, business or assets.

3.2.26 Compliance with Laws. Except as set forth on Schedule 3.2.26, the Company is not in violation of, or delinquent in respect to, any decree, order or arbitration award or Law of or agreement with, or any Permit or Environmental Permit from, any Governmental or Regulatory Authority to which the property, assets, personnel or business activities of the Company are subject.

3.2.27 Environmental Matters. There is no Environmental Claim pending or, to the Knowledge of the Company, threatened against the Company. The Company (a) is in compliance with all applicable Environmental Laws and Environmental Permits, and (b) possesses all Environmental Permits which are required for the operation of its business and operations, all of which are set forth on Schedule 3.2.37 of the Disclosure Schedule. The Company has not received any communication alleging that it is not, or at any time has not been, in compliance with any applicable Environmental Laws or Environmental Permits, nor has the Company received any written notice from any Person with respect to any Real Property of potential or actual liability or a written request for information from any Person under or relating to CERCLA or any comparable state or local Law. No Real Property is currently listed on the National Priorities List or the Comprehensive Environmental Response, Compensation and Liability Information System, both promulgated under the CERCLA or any comparable state list. Since acquired or leased by the Company, (i) there is not and has not been any Hazardous Substances used, generated, treated, stored, transported, disposed of, handled or otherwise existing on, under or about any Real Property in violation of Environmental Laws, (ii) there are

no underground or above-ground storage tanks located on any Real Property, and (iii) all underground or above-ground storage tanks previously located at any Real Property (and not presently thereat as of the date hereof), were removed in accordance with all Environmental Laws. There has been no Release or, to the Knowledge of the Company, any threat of Release, of any Hazardous Substance at or from any Real Property.

3.2.28 Real Property.

(a) Schedule 3.2.28(a) list all Real Property owned by the Company.

(b) Schedule 3.3.28(b) completely and accurately describes all leases and subleases of the Real Property.

3.2.29 No Omissions. The representations and warranties of the Company and each Member in this Agreement, and all representations, warranties and statements of the Company and each Member contained in any schedule, Financial Statement, exhibit, list, certificate or other document delivered pursuant hereto or in connection herewith, do not omit to state a material fact necessary in order to make the representations, warranties or statements contained herein or therein not misleading.

3.2.30 Brokers. Neither the Company, the Shareholders nor any of their respective Affiliates has dealt with any Person who is entitled to a broker's commission, finder's fee, investment banker's fee or similar payment from the Members or the Company for arranging the transactions contemplated hereby or introducing the parties to each other.

3.3 Representations and Warranties of Members. Each Member, individually, and not jointly and severally, with respect to such Member represents and warrants to VMG as follows:

3.3.1 Power and Authority. Such Officer(s) has full power and authority to execute, deliver and perform this Agreement and each of the documents and instruments required to be entered into pursuant to this Agreement, and to consummate the transactions contemplated hereby and thereby.

3.3.2 Enforceability. This Agreement has been duly executed and delivered by such Officer(s) and constitutes a legal, valid and binding agreement of such Officer(s), enforceable against such Officer(s) in accordance with its terms, except that (a) such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws, now or hereafter in effect, affecting creditors' rights generally; and (b) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

3.3.3 Consents. No consent, authorization, order or approval of, or filing or registration with, any Governmental or Regulatory Authority is required for or in connection with the consummation by such Officer(s) of the transactions contemplated hereby.

3.3.4 Conflicts With Laws. Neither the execution and delivery of this Agreement by such Officer, nor the consummation by him or it of the transactions contemplated hereby will conflict with or constitute a breach of any of the terms, conditions or provisions of any statute or administrative regulation or of any order, writ, injunction, judgment or decree of any Governmental or Regulatory Authority, court or of any arbitration award, to which any Officer is a party or by which any Shareholder is bound.

3.3.5 Conflicts Under Contracts. No Member is a party to, or bound by, any unexpired, undischarged or unsatisfied written or oral Contract, agreement, indenture, mortgage, debenture, note or other instruments under the terms of which the execution, delivery and performance by such Member of this Agreement and the consummation of the transactions contemplated hereby by such Shareholder will require a consent, approval, or notice or result in a lien on the Interest owned by such Shareholder.

3.4 Representations and Warranties of VMG. VMG represents and warrants to the Company and the Members as follows:

3.4.1 Organization, Existence and Good Standing. VMG is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Georgia.

3.4.2 Power and Authority. VMG has the power and authority to execute, deliver and perform this Agreement and each of the documents and instruments required to be entered into by it pursuant to this Agreement, and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by VMG of this Agreement and each of the documents and instruments required to be entered into pursuant to this Agreement, and the consummation by VMG of the transactions contemplated hereby and thereby, have been duly and validly authorized by all necessary company action and such authorization has not been withdrawn or amended in any manner.

3.4.3 Enforceability. This Agreement has been duly executed and delivered by VMG. Assuming due and valid authorization, execution and delivery of this Agreement by the other parties, this Agreement is or will be the legal, valid and binding obligation of VMG, enforceable against VMG in accordance with its terms, except that (a) such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws, now or hereafter in effect, affecting creditors' rights generally; and (b) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

3.4.4 Consents. No consent, authorization, order or approval of, or filing or registration with, any Governmental or Regulatory Authority is required for or in connection with the execution of this Agreement by VMG or the consummation by VMG of the transactions contemplated hereby.

3.4.5 Conflicts Under Constituent Documents or Laws. Neither the execution and delivery of this Agreement by VMG, nor the consummation by VMG of the transactions contemplated hereby, will conflict with or result in a breach of any of the terms, conditions or

provisions of VMG's articles of organization or operating agreement, of any statute or administrative regulation, or of any order, writ, injunction, judgment or decree of any Governmental or Regulatory Authority or of any arbitration award to which VMG is party to or by which VMG is bound.

3.4.6 Conflicts Under Contracts. VMG is not a party to, or bound by, any unexpired, undischarged or unsatisfied Contract under the terms of which performance by VMG according to the terms of this Agreement will be a default or an event of acceleration, or grounds for termination, modification or cancellation, or whereby timely performance by VMG according to the terms of this Agreement may be prohibited, prevented or delayed.

ARTICLE IV COVENANTS AND AGREEMENTS PENDING CLOSING

4.1 Conduct of the Business Pending Closing. Except as otherwise permitted by this Agreement, from the date of this Agreement until the Closing, the Company shall conduct the operation of its business in the ordinary course and, the Company and their Shareholders shall not undertake, authorize, consent to or otherwise permit, directly or indirectly, any of the following actions:

- (a) borrow any sums or enter into any financial guarantees or otherwise incur any Indebtedness, Liability or obligation other than in the ordinary course of business;
- (b) sell, assign, transfer, lease, mortgage, pledge or subject to lien, or otherwise encumber, any of its assets;
- (c) solicit or negotiate, directly or indirectly, through any broker or other representative or otherwise, or accept any offer with respect to, the sale or transfer of its assets;
- (d) enter into any agreement or transaction, not in the ordinary course of business, relating to its assets, or amend, modify or terminate any of the Contracts;
- (e) enter into any employment, consulting or similar agreement with, or make or authorize any compensation increase for, any employee whether such increase relates to base compensation, commissions, bonuses, benefits or otherwise, or establish or adopt any employee benefit plan extending to any employee;
- (f) declare, pay or set aside for payment any dividend, distribution or return of capital affecting its assets;
- (g) make or commit to make any capital expenditures;
- (h) alter, change or revise the accounting practices, procedures, methods or principles currently in place;
- (i) settle or compromise any litigation disputes;
- (j) consent to or authorize any citations, orders, rulings, or decrees issued by

any governmental authority under the Environmental Laws;

(k) modify or amend or otherwise consent to any modification, amendment, termination or surrender of any Permit; or

(l) otherwise enter into any transaction or take any other action not in the ordinary course of business.

4.2 Access. Upon reasonable notice from the date hereof through the Closing, the Company and the Members shall afford VMG and its representatives (including, without limitation, their independent public accountants, engineers, consultants, attorneys, lenders and other representatives) reasonable access to, and opportunity to examine, during normal business hours, any and all of the premises, properties, contracts, books, records, business or data of or relating to the business of the Company.

4.3 Approvals and Consents. The parties will cooperate to give all notices and make best efforts to obtain, prior to the Closing, all approvals, consents and waivers of federal, state and local government departments or agencies or of any other parties required or deemed necessary or beneficial for consummation of the transactions contemplated by this Agreement.

4.4 Reasonable Best Efforts; Further Assurances. On and subject to the terms and conditions contained herein, each party will use its reasonable best efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable laws to consummate and make effective the transactions contemplated by this Agreement.

4.5 Satisfactory Completion of Due Diligence. VMG and its agents and representatives, at its sole cost and expense, shall have the right to conduct, at its discretion, due diligence.

4.6 Satisfaction of Conditions. The parties shall cause the delivery of the respective documents required to be delivered or caused to be delivered by such party pursuant to Section 6 below. In addition, each party also agrees, subject to the terms and conditions of this Agreement, to take or cause to be taken all commercially reasonable steps necessary or desirable and proceed diligently and in good faith to satisfy each condition to the other's obligations contained in this Agreement and to consummate and make effective the transactions contemplated by this Agreement.

4.7 Supplemental Disclosure. The Company and the Members shall have the continuing obligation up to and including the Closing Date to supplement promptly or amend the Disclosure Schedule with respect to any matter hereafter arising or discovered that, if existing or known at the date of this Agreement, would have been required to have been set forth or listed on the Schedules. For purposes of the rights and obligations of the parties hereunder, any supplemental disclosure shall be deemed to have been disclosed as of the date of this Agreement.

ARTICLE V
CONDITIONS TO CLOSING

5.1 Closing Conditions of VMG. The obligations of VMG under this Agreement are subject to the reasonable satisfaction, or waiver, at or prior to the Closing of each of the following conditions:

(a) The representations and warranties of the Company and the Shareholders contained in this Agreement shall be true and correct in all material respects on the date hereof and on the Closing Date as though made on and as of the Closing Date.

(b) The Company and the Shareholders shall have performed and complied with all of the covenants under this Agreement in all material respects and satisfied all of the conditions required by this Agreement to be performed, complied with or satisfied by the Company and/or the Members at or prior to the Closing.

(c) All authorizations, consents, licenses, approvals, assignments, transfers and other actions by, and all notices to and filings with, any governmental body, agency, official or authority that are required for the due execution, delivery and performance of this Agreement, shall have been obtained or the waiting period shall have expired.

(d) VMG shall have received, in a form and substance reasonably acceptable to VMG, to the extent required, all authorizations, consents, licenses, approvals and other actions set forth on Schedule 3.2.7.

(e) No action, suit or proceeding shall have been instituted by any Person or entity, or by any governmental agency or body, before a court or governmental body, to restrain or prevent the carrying out of the transactions contemplated by this Agreement, or that seeks other material relief with respect to any of such transactions or that could, individually or in the aggregate, have a material adverse effect on the business or prospects of the Company, and on the Closing Date, no injunction, restraining order or decree of any nature of any court or governmental agency or body in effect that restrains or prohibits the consummation of the transactions contemplated by this Agreement shall be in effect.

(f) There shall not have occurred any Material Adverse Effect in the business of the Company or any material change in the financial condition, operation or prospects of the Company since the date of this Agreement.

(g) All deliveries required by Section 6.3 shall have been made to VMG.

(h) VMG shall have completed all due diligence pursuant to Section 4.5 and be satisfied with the results of its due diligence investigation.

5.2 Closing Conditions of the Company and the Members. The obligations of the Company and the Members under this Agreement are subject to the reasonable satisfaction, or waiver, at or prior to the Closing of each of the following conditions:

(a) The representations and warranties of VMG contained in this Agreement

shall be true and correct in all material respects on the date hereof and on the Closing Date as though made on and as of the Closing Date.

(b) VMG shall have performed and complied with all of the covenants and agreements required under this Agreement in all material respects and satisfied all of the conditions required by this Agreement to be performed, complied with or satisfied by VMG at or prior to the Closing.

(c) All authorizations, consents, licenses, permits, approvals, assignments, transfers and other actions by, and all notices to and filings with, any governmental body, agency, official or authority and are required for the due execution, delivery and performance of this Agreement, and the operation of the Business after the Closing, shall have been obtained or the waiting period shall have expired.

(d) All deliveries required by Section 6.2 shall have been made to the Company.

ARTICLE VI CLOSING

6.1 Closing Documents. At the Closing, the parties shall deliver the documents, and perform the acts, which are set forth in this ARTICLE VI.

6.2 VMG Deliveries. VMG hereby agrees to execute and/or deliver all of the following:

6.2.1 certified copies of VMG's articles of organization issued by the Secretary of State of the State of Georgia;

6.2.2 a certificate of good standing for VMG issued not earlier than fifteen days prior to the Closing Date, by the secretaries of state of the applicable jurisdictions;

6.2.3 the Cash Contribution payable by wire transfer in immediately available funds to the Company;

6.2.4 a certificate of the manager of VMG certifying as true, correct and complete the following: (a) the incumbency and specimen signature of each manager of VMG executing this Agreement and any other document delivered hereunder on behalf of VMG; (b) a copy of VMG's articles of organization and operating agreement; and (c) a copy of the resolutions of VMG's members and managers authorizing the execution, delivery and performance of this Agreement and any other documents delivered by VMG hereunder;

6.2.5 a closing certificate executed by a manager of VMG, on behalf of VMG in the form of Exhibit A.

6.2.6 an executed counterpart of the Amended and Restated Operating Agreement of the Company, effective upon the Closing, in the form of Exhibit B (the "Amended Agreement") executed by VMG; and

6.2.7 without limitation by specific enumeration of the foregoing, all other documents reasonably required from the other parties to consummate the transactions contemplated hereby.

6.3 The Company's and Member's Deliveries. The Company and Members, as applicable, agree to execute and/or deliver to VMG all of the following:

6.3.1 certified copies of the Company's articles of organization issued by the Secretary of State of the State of Georgia;

6.3.2 certificates of good standing for the Company issued not earlier than fifteen days prior to the Closing Date, by the secretaries of state of the applicable jurisdictions;

6.3.3 a certificate of the manager of the Company certifying as true, correct and complete the following: (a) the incumbency and specimen signature of each manager of the Company executing this Agreement and any other document delivered hereunder on behalf of the Company; (b) a copy of the operating agreement of the Company; and (c) a copy of the resolutions of the Company's members and manager authorizing the execution, delivery and performance of this Agreement and any other documents delivered by the Company hereunder;

6.3.4 a closing certificate duly executed by manager of the Company, on behalf of the Company in the form of Exhibit C.

6.3.5 a counterpart of the Amended Agreement duly executed by each of the Members; and

6.3.6 without limitation by specific enumeration of the foregoing, all other documents reasonably required from VMG to consummate the transactions contemplated hereby:

ARTICLE VII POST-CLOSING AGREEMENTS

7.1 Post-Closing Agreements. From and after the Closing, the parties shall have the respective rights and obligations which are set forth in the remainder of this ARTICLE VII.

7.2 Third Party Claims. The parties hereon shall cooperate with each other with respect to the defense of any Third Party Claims subsequent to the Closing Date which are not subject to the indemnification provisions contained in ARTICLE IX, provided that the party requesting cooperation shall reimburse the other party for the other party's reasonable out-of-pocket costs and expenses of furnishing such cooperation.

7.3 Further Assurances. The parties shall execute such further documents, and perform such further acts, as may be necessary to transfer and convey to VMG the seventy percent (70%) Percentage Interest in the Company, on the terms herein contained, and to otherwise comply with the terms of this Agreement and consummate the transactions contemplated hereby.

ARTICLE VIII OTHER AGREEMENTS

8.1 Confidentiality. Each of the parties hereto hereby agrees to keep the existence and terms of this Agreement (except to the extent contemplated hereby), and such information or knowledge obtained pursuant to the negotiation and execution of this Agreement or the effectuation of the transactions contemplated hereby, confidential; provided, however, that the foregoing shall not apply to information or knowledge which (a) a party can demonstrate was already lawfully in its possession prior to the disclosure thereof by the other party, (b) is or becomes generally known to the public and did not become so known through any violation of Law, or a confidentiality agreement or other contractual, legal or fiduciary obligation of confidentiality of the disclosing party or any other party with respect to such information, (c) is later lawfully acquired by such party without confidentiality restrictions from other sources not bound by applicable confidentiality restrictions, (d) is required to be disclosed under applicable Law or the rules of the Securities and Exchange Commission or any stock exchange, (e) is required to be disclosed to satisfy a condition of this Agreement and (f) is required to be disclosed by order of court or Governmental or Regulatory Authority with subpoena powers (provided that such party shall have provided the other party with prior notice of such order and an opportunity to object or seek a protective order and take any other available action) or in connection with any lawsuit or arbitration proceeding between the parties hereto (and in such event only to the extent such disclosure is required).

8.2 Publicity. Except as otherwise required by Law or the rules of the Securities and Exchange Commission or any stock exchange, press releases and other publicity concerning this transaction shall be made only with the prior agreement of VMG, the Company and the Members (and in any event, the parties shall use all reasonable efforts to consult and agree with each other with respect to the content of any such required press release or other publicity).

ARTICLE IX INDEMNIFICATION

9.1 The Members' Indemnification. From and after the Closing, the Shareholders shall jointly and severally indemnify (except for the representations and warranties contained in Sections 3.3, with respect to which indemnification shall be several but not joint) VMG and the Company and their officers, managers, members, employees, agents, successors and assigns (collectively, the "VMG Claimants") in respect of, and hold the VMG Claimants harmless from and against any and all Damages (whether or not including a Third Party Claim) arising out of or relating to:

9.1.1 any inaccuracy in any representation or breach of any warranty made by any Member and/or the Company contained in Section 3.2 and 3.3;

9.1.2 any failure of the Shareholders and the Company to perform or fulfill any covenant or agreement included in this Agreement and required to be performed or fulfilled by the Shareholders and/or the Company;

9.1.3 any action that is brought against any VMG Claimant or the Company and that is based on facts that arose on or before the Closing Date or on acts or omissions occurring on or before the Closing Date; or

9.1.4 any obligations and liabilities of whatever kind, nature or description relating, directly or indirectly, to (A) the conduct of the Company's business on or before the Closing Date, (B) the use or occupancy of the Real Property on or before the Closing Date, (C) the Company's storage, treatment, disposal of, transportation, or handling of Hazardous Substances of the Company on or before the Closing Date as established by the Baseline Study, (D) the Release of Hazardous Substances on the Real Property on or before the Closing Date, or (E) violation by the Company of any Environmental Law on or before the Closing Date.

9.2 VMG's Indemnification. Subject to the terms and limitations of this Article, from and after the Closing, VMG shall indemnify the Shareholders and the Company, and their heirs, successors and assigns (collectively, the "Member Claimants"), hold them harmless from and against any and all Damages (whether or not including a Third Party Claim) in respect of, arising out of or relating to:

9.2.1 any inaccuracy in any representation or breach of any warranty made by VMG contained in Section 3.4; or

9.2.2 any failure of VMG to perform or fulfill any covenant or agreement included in this Agreement and required to be performed or fulfilled by VMG.

9.3 Survival of Representations and Warranties. The representations and warranties contained in Article III and the indemnification provisions of Section 9.1. and 9.2. shall survive the Closing Date.

ARTICLE X TERMINATION

10.1 Termination. Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated only:

- (a) by mutual consent of the parties;
- (b) by VMG, if the conditions to the Closing set forth in Section 5.1 are or would be incapable of being satisfied by _____, 2012;
- (c) by the Company or the Shareholders, if the conditions to the Closing set forth in Section 5.2 are or would be incapable of being satisfied by _____, 2012;
- (d) by VMG in the event of a material breach by the Company or any Member of any representation, warranty, covenant, agreement or other obligation contained in this Agreement;
- (e) by the Company or the Shareholders in the event of a material breach by VMG of any representation, warranty, covenant or agreement contained in this Agreement; or

(f) by any party is the Closing had not occurred by _____, 2012.

10.2 Effect of Termination. Upon the termination of this Agreement this Agreement shall forthwith be void and of no further force and effect without any liability or obligation on the part of any party, except to the extent that such termination results from a willful breach by a party of any of its representations or warranties or willful failure by any party to perform its covenants or agreements set forth herein.

10.3 Specific Performance. It is expressly agreed and understood that nothing in this Agreement shall preclude any party from seeking specific performance, injunctive relief or any other remedies not involving the payment of monetary damages in the event of any breach or violation of any provision of this Agreement by any other party (whether or not this Agreement is terminated as a result of such breach or violation) and each party acknowledges that, in light of the unique benefit to it of its rights under this Agreement, such remedies shall be available in respect of any such breach or violation by it in any suit properly instituted in a court of competent jurisdiction.

ARTICLE XI MISCELLANEOUS

11.1 Notices. All notices required or permitted to be given hereunder shall be in writing and may be delivered by hand, by facsimile, by nationally recognized private courier, or by United States mail. Notices delivered by mail shall be deemed given three Business Days after being deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested. Notices delivered by hand, by facsimile, or by nationally recognized private courier shall be deemed given on the first Business Day following receipt. All notices shall be addressed as follows:

If to VMG:

Vinings Marine Group, LLC,
2839 Paces Ferry Road, Suite 450
Atlanta, Georgia 30339
Attn: Peter D. Anzo
Fax: _____

with a copy to:

Schreeder, Wheeler & Flint, LLP
1100 Peachtree Street
Suite 800
Atlanta, Georgia 30309
Attention: John A. Christy, Esq.
Fax: (404) 681-1046

If to Company:

Warpath Development Inc

Fax: _____

with a copy to:

Fax: _____

If to _____:

Fax: _____

and/or to such other respective addresses and/or addressees as may be designated by notice given in accordance with the provisions of this Section 11.1.

11.2 Expenses. Each Party shall pay its own fees and expenses incurred in connection with, relating to or arising out of the negotiation, preparation, execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including financial advisors', attorneys', accountants' and other professional fees and expenses.

11.3 Entire Agreement. This Agreement, together with the instruments and other documents to be delivered by the parties pursuant to the provisions hereof constitute the entire agreement between the parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. Each exhibit, schedule and the Disclosure Schedule, shall be considered incorporated into this Agreement. Any amendments, or alternative or supplementary provisions, to this Agreement, must be made in writing and duly executed by an authorized representative or agent of each of the parties hereto.

11.4 Non-Waiver. The failure in any one or more instances of a party to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege in this Agreement conferred, or the waiver by said party of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. No waiver shall

be effective unless it is in writing and signed by an authorized representative of the waiving party.

11.5 Counterparts. This Agreement may be executed in multiple counterparts and by facsimile, each of which shall be deemed to be an original, and all such counterparts shall constitute but one instrument.

11.6 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, and, for purposes of such jurisdiction, such provision or portion thereof shall be struck from the remainder of this Agreement, which shall remain in full force and effect. This Agreement shall be reformed, construed and enforced in such jurisdiction so as to best give effect to the intent of the parties under this Agreement.

11.7 Governing Law, Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia without regard to conflict of law principles. VMG, the Company and the Members irrevocably and unconditionally (i) agree that any suit, action or other legal proceeding arising out of this Agreement shall be brought in the United States District Court for the Northern District of Georgia or, if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in the County of Fulton; (ii) consent to the jurisdiction of any such court in any such suit, action or proceeding; and (iii) waive any objection which VMG, the Company and the Members may have to the laying of venue of any such suit, action or proceeding in any such court.

11.8 Binding Effect; Benefit. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their successors and permitted assigns.

11.9 Assignability. This Agreement shall not be assignable by any party without the prior written consent of all the parties.

11.10 Amendments. This Agreement shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto.

11.11 Headings. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed and sealed this Contribution Agreement on the date first above written.

VMG:

COMPANY:

VININGS MARINE GROUP, LLC

By: _____(Seal)
Name: _____
Title: _____

By: _____(Seal)
Name: _____
Title: _____

Shareholders

_____(Seal)

_____(Seal)

K:\5715\21\Contribution Agreement.doc

Exhibit A

Bringdown Certificate – VMG

See attached

Exhibit B

Amended and Restated Operating Agreement

See attached

EXHIBIT C

Bringdown Certificate-Company and Members

See attached

EXHIBIT 7

Rick Thoennes, Sr

From: Tim Roberson [Tim.Roberson@integrys.net]
Sent: Sunday, October 28, 2007 4:26 PM
To: ricksr@marick.net; rick@marick.net
Subject: RE: Warpath

I suggest that you say "... until Spring of 2011." when discussing phase 2. That will sound like a long, long time from now. You might say something that as it now shows, it could be years before there are any owner cash disbursements due to having to pay back the equity first, etc., etc. I think he will take his 1M and run... after a little threatening, posturing and whining.

-----Original Message-----

From: Rick Thoennes, Sr [mailto:ricksr@marick.net]
Sent: Sunday, October 28, 2007 12:26 PM
To: rick@marick.net
Cc: Tim Roberson
Subject: RE: Warpath

Check the changes below. I think we need to hold the 20% option as an ace in the hole. It may give him an out that he comes up with. Will wait to hear from Tim.

-----Original Message-----

From: rick@marick.net [mailto:rick@marick.net]
Sent: Sunday, October 28, 2007 11:54 AM
To: ricksr@marick.net
Cc: 'Tim Roberson'
Subject: Re: Warpath

I would not ask him to consider a few things. I would be a little more direct. I would tell him these are the options and he needs to let us know which option he would like to take.

I also would not say "I guess" before the 2 options. I would just say "here are the two options we have". Also if he returns a portion of the 1mm it does not say anything about the 20%. Don't we want to get him out of the deal? I would rather him keep the 1mm and give back the 20%. He isn't going to have any cash to give back anyway. I would let him keep the 1mm give back the 20% and give no future payments.

Option 2 would stay like it is.

My thoughts.

Rick III

,Quoting "Rick Thoennes, Sr" <ricksr@marick.net>:

> Tim & Rick, this is the email I would propose to send. Please correct,
> add or delete and send it back to me.

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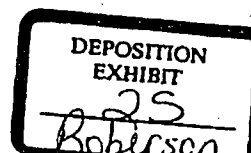
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RTTW_000849

>
>
> The delay also moves the 2nd phase (lodge, restaurant & cottages) out
> another year. Tim, Rick III and I have discussed all of this and we
> all agree that we would have struck a different deal if we had known
> we could not get 200 slips and get approvals in a timely manner. We
> would have had
to
> do 1 of 2 things. Pay less and not have 4 partners or not do the deal
> at all. The amount of return on investment is just not there at 100 slips.
>
>
>
> We did all of our due diligence based upon the fact that we would get
> 200 slips and be able to open in spring of 2008.
>
>
>
> I believe the only options are:
>
>
>
> 1. Return a sizeable portion of the \$1 mil and continue on or
> 2. Return all of the \$1 mil and you can sell it to someone else.
>
> Please give this consideration and let us know the option you prefer.
> Rick Thoennes
>
>
> No virus found in this outgoing message.
> Checked by AVG Free Edition.
> Version: 7.5.488 / Virus Database: 269.15.8/1089 - Release Date:
10/23/2007
> 7:39 PM
>
>

No virus found in this incoming message.
Checked by AVG Free Edition.
Version: 7.5.488 / Virus Database: 269.15.8/1089 - Release Date: 10/23/2007
7:39 PM

No virus found in this outgoing message.
Checked by AVG Free Edition.
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7:39 PM

No virus found in this incoming message.
Checked by AVG Free Edition.
Version: 7.5.488 / Virus Database: 269.15.8/1089 - Release Date: 10/23/2007 7:39 PM



REAL ESTATE TRANSACTIONS

Duke Energy Corporation
550 South Tryon Street
Charlotte, NC 28202

March 4, 2016

Mr. Tim Roberson
Warpath Development, Inc.
335 Blue Water Way
West Union, SC 29696

Re: Notice of Termination—Public Access Area Lease Agreement between Duke Energy Carolinas, LLC ("Duke Energy") and Warpath Development, Inc. dated January 3, 2007 ("Lease")

Dear Mr. Roberson:

This letter is to provide notice of termination of the Public Access Area Lease Agreement between Duke Energy Carolinas LLC ("Duke Energy") and Warpath Development, Inc. ("WDI"), dated January 3, 2007. This lease is being terminated under Section 29(d) of the Lease for failure to comply with the Conceptual Plan (Exhibit B), as required by the Lease. A 60-day notice to terminate this lease was sent you on January 4, 2016, and Duke Energy is exercising its right to terminate the lease for nonperformance of the lessee, WDI.

Should you have any additional questions regarding this termination notice, you may contact Ms. Karol Mack at (704) 382-8165.

Sincerely,


Robert J. Earley
Manager
Real Estate Transactions
Duke Energy Carolinas, LLC

cc: Mr. John Crutchfield
Ms. Karol Mack
Ms. Lauren Llamas

IN THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Edward W. Miller, Circuit Court Judge
Case No. 2008-CP-23-5739
Appellate Case No.: 2017-000690

Andrew P. (Andy) Ballard, ... Respondent,

v.

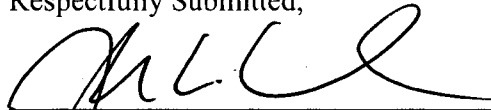
Tim Roberson, Rick Thoennes, Rick Thoennes, III,
and Warpath Development, Inc., is Petitioners,

Of Whom Tim Robertson is Appellant.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material proposed
to be included by any of the parties and not any other material.

Respectfully Submitted,



Joshua L. Howard (SC Bar No.: 70260)
WOMBLE BOND DICKINSON (US), LLP
550 South Main Street, Suite 400
Greenville, SC 29601
864-255- 5406
Attorneys for Appellants/Petitioners

This 14th day of February, 2018
Greenville, South Carolina