

RICHLAND COUNTY COUNTY COUNCIL AGENDA



Tuesday, APRIL 19, 2022

6:00 PM

RICHLAND COUNTY COUNCIL 2021



Bill Malinowski
District 1
2018-2022



Derrek Pugh
District 2
2020-2024



Yvonne McBride
District 3
2020-2024



Paul Livingston
District 4
2018-2022



Allison Terracio
District 5
2018-2022



Joe Walker III
District 6
2018-2022



Gretchen Barron
District 7
2020-2024



Overture Walker
District 8
2020-2024



Jesica Mackey
District 9
2020-2024



Cheryl English
District 10
2020-2024



Chakisse Newton
District 11
2018-2022



Richland County Council
AGENDA
Regular Session
April 19, 2022 - 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

1. **CALL TO ORDER**

The Honorable Overture Walker,
Chair Richland County Council

a. ROLL CALL

2. **INVOCATION**

Reverend Adam China
(on behalf of the Honorable Jesica Mackey)

3. **PLEDGE OF ALLEGIANCE**

The Honorable Jesica Mackey

4. **APPROVAL OF MINUTES**

The Honorable Overture Walker

a. Regular Session: April 5, 2022 [PAGES 8-19]

5. **ADOPTION OF AGENDA**

The Honorable Overture Walker

6. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS**

Patrick Wright,
County Attorney

After Council returns to open session, Council may take action on any item, including any subsection of any section, listed on an executive session agenda or discussed in an executive session during a properly noticed meeting.

- a. Pineview Park Contractual Matters
- b. Land Development Code Re-Write Ordinance
- c. Alvin S. Glenn Detention Center

7. **CITIZEN'S INPUT** The Honorable Overture Walker
- a. For Items on the Agenda Not Requiring a Public Hearing
8. **CITIZEN'S INPUT** The Honorable Overture Walker
- a. Must Pertain to Richland County Matters Not on the Agenda
 (Items for which a public hearing is required or a public
 hearing has been scheduled cannot be addressed at this time.)
9. **REPORT OF THE COUNTY ADMINISTRATOR** Leonardo Brown,
County Administrator
10. **REPORT OF THE CLERK OF COUNCIL** Anette Kirylo,
Clerk of Council
11. **REPORT OF THE CHAIR** The Honorable Overture Walker
12. **SECOND READING ITEMS** The Honorable Overture Walker
- a. Authorizing the execution and delivery of a fee-in-lieu of ad
valorem taxes agreement by and between Richland County,
South Carolina and [Project Gamecock] to provide for
payment of a fee-in-lieu of taxes; and other related matters
[PAGES 20-51]
- b. Authorizing the execution and delivery of a fee-in-lieu of ad
valorem taxes agreement by and between Richland County,
South Carolina and Project Laser to provide for payment of a
fee-in-lieu of taxes; and other related matters **[PAGES
52-83]**
- c. Authorizing the execution and delivery of a fee-in-lieu of ad
valorem taxes and incentive agreement by and between
Richland County, South Carolina and Project Vanguard to
provide for payment of a fee-in-lieu of taxes; authorizing
certain infrastructure credits; the conveyance of certain real
property to Project Vanguard; and other related matters
[PAGES 84-129]
13. **REPORT OF ECONOMIC DEVELOPMENT
COMMITTEE** The Honorable Paul Livingston
- a. A Resolution acknowledging the acquisition of the Carolina
Pines Industrial I, LLC, by CH Carolina Pines, LLC and
consenting to the transfer of the fee in lieu of tax agreement
with Richland County from Carolina Pines I, LLC to CH
Carolina Pines, LLC **[PAGE 130]**

- b. A Resolution (1) approving the assignment to Exeter 1020 Jenkins Brothers (2020), LLC of all the rights, interests, and obligations of Mid-South 1080 Jenkins Brothers (SC), LLC (f/k/a Exeter 1080 Jenkins Brothers, LLC) ("Mid-South") under that certain fee agreement between Mid-South and Richland County, South Carolina ("Fee Agreement"), (2) authorizing the county's execution and delivery of an assignment and assumption of fee agreement in connection with such assignment; and (3) authorizing other matters related thereto **[PAGES 131-139]**
- c. Authorization for Task Order #1 under the Master Agreement between Richland County and Thomas & Hutton Engineering Co.

14. OTHER ITEMS

The Honorable Overture Walker

- a. Administrator's Office - Pawmetto Lifeline Request **[PAGES 140-144]**
- b. Conservation Land Purchase **[PAGES 145-178]**
- c. Vendor Selection - Comprehensive Grant Management Software **[PAGES 179-181]**
- d. FY22 - District 2 Hospitality Tax Allocations: **[PAGES 182-183]**
 - 1. Juneteenth Freedom Festival - \$5,000
 - 2. Richland County Recreation Foundation - Jazz Fest -\$5,000
- e. FY22 - District 3 Hospitality Tax Allocations: **[PAGES 184-185]**
 - 1. Columbia Classical Ballet - \$10,000
- f. FY22 - District 9 Hospitality Tax Allocations: **[PAGES 186-187]**
 - 1. SC Juneteenth Freedom Festival - \$7,500
- g. A Resolution to appoint and commission Jamal Rashawn Clavon as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County **[PAGE 188]**
- h. A Resolution to appoint and commission Kiall Brenton Wright as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County **[PAGE 189]**

15. EXECUTIVE SESSION

Patrick Wright,
County Attorney

After Council returns to open session, Council may take action on any item, including any subsection of any section, listed on an executive session agenda or discussed in an executive session during a properly noticed meeting.

16. MOTION PERIOD

17. ADJOURNMENT



Special Accommodations and Interpreter Services Citizens may be present during any of the County's meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.



Richland County Council
Regular Session
MINUTES
April 5, 2022 – 6:00 PM
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Overture Walker, Chair, Jesica Mackey, Vice-Chair, Bill Malinowski, Derrek Pugh, Yvonne McBride, Paul Livingston, Gretchen Barron, Cheryl English and Chakisse Newton

OTHERS PRESENT: Michelle Onley, Angela Weathersby, Kyle Holsclaw, Ashiya Myers, Randy Pruitt, Michael Byrd, Stacey Hamm, Dale Welch, Geo Price, Jeff Ruble, Leonardo Brown, Tamar Black, Lori Thomas, Patrick Wright, Justin Landy, Michael Maloney, Aric Jensen, Abhi Deshpande, Zachary Cavanaugh, Anette Kirylo, Chris Eversmann, Casey White, Brittney Hoyle-Terry and Bill Davis

1. **CALL TO ORDER** – Chairman O. Walker called the meeting to order at approximately 6:00PM.
2. **INVOCATION** – The Invocation was led by the Pastor Travien Capers, Zion Benevolent Baptist Church.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Jesica Mackey.
4. **PRESENTATION OF PROCLAMATIONS**
 - a. **A Proclamation Recognizing Ridge View Boys Basketball Championship [MACKEY]** – The Ridge View High School Boys Basketball Team was unable to attend the meeting due to inclement weather.
 - b. **Resolution Recognizing April 2022 as Child Abuse Prevention Month [MACKEY]** – Ms. Mackey presented a resolution recognizing April 2022 as Child Abuse Prevention Month.
 - c. **Proclamation Recognizing April 2-8, 2022 as the Week of the Young Child [MACKEY]** – Ms. Mackey presented a proclamation recognizing April 2 – 8, 2022 as the Week of the Young Child.
 - d. **A Proclamation Recognizing W. J. Keenan High School and Their Lady Raiders Three-Peat Championship [BARRON]** – The W. J. Keenan High School Lady Raiders were unable to attend the meeting due to inclement weather.
5. **APPROVAL OF MINUTES**
 - a. **Regular Session: March 15, 2022** – Ms. McBride moved, seconded by Ms. Barron, to approve the minutes as distributed.

In Favor: Malinowski, Pugh, McBride, Livingston, Barron, O. Walker, Mackey, English and Newton

Special Called
April 5, 2022

-1-

Not Present: Terracio and J. Walker

The vote in favor was unanimous.

6. **ADOPTION OF AGENDA** – Ms. Newton noted the District 11 Hospitality Tax allocation ROA needs to be amended to include the following allocations: Columbia City Ballet - \$5,000 and Town of Eastover - \$13,000.

Mr. Malinowski requested an update on the Planning Commission's action on the Land Development Code, and the effect it will have on Council.

Mr. Leonard Brown, County Administrator, stated he would incorporate this into his report.

In Favor: Malinowski, Pugh, McBride, Livingston, Barron, O. Walker, Mackey, English and Newton

Not Present: Terracio and J. Walker

The vote in favor was unanimous.

7. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** – The County Attorney, Mr. Patrick Wright, stated the following items qualify for Executive Session:

- a. **Alvin S. Glenn Detention Center**
- b. **Contractual Items Related to Blythewood Industrial Park**
- c. **Local Transportation Tax Expenditure Guidelines**

Mr. Livingston moved, seconded by Ms. Barron, to go into Executive Session.

In Favor: Malinowski, Pugh, McBride, Livingston, Barron, O. Walker, Mackey, English and Newton

Not Present: Terracio and J. Walker

The vote in favor was unanimous.

***Council went into Executive Session at approximately 6:17 PM
and came out at approximately 9:31 PM***

Ms. Barron moved, seconded by Ms. Mackey, to come out of Executive Session.

In Favor: Malinowski, Pugh, McBride, Livingston, Barron, O. Walker, Mackey, English and Newton

Not Present: Terracio and J. Walker

The vote in favor was unanimous.

- a. **Alvin S. Glenn Detention Center** – Mr. Livingston moved, seconded by Ms. English, to authorize the County Attorney to move forward as discussed in Executive Session.

In Favor: Malinowski, Pugh, McBride, Livingston, Barron, O. Walker, Mackey, English and Newton

**Special Called
April 5, 2022**

-2-

Not Present: Terracio and J. Walker

The vote in favor was unanimous.

- b. **Contractual Items Related to Blythewood Industrial Park** – No action was taken.
- c. **Local Transportation Tax Expenditure Guidelines** – No action was taken.

8. **CITIZENS' INPUT**

- a. **For Items on the Agenda Not Requiring a Public Hearing** – Ms. Karen Irick, 101 Acie Avenue, Hopkins, South Carolina 29061 requested Council to not approve Items 14(i) – 14(n) until Richland County Utilities submits a report as to why Acie Avenue is not included as a site location for a sewer lift station in Phase I of the Southeast Richland County Sewer and Water System Expansion Project.

9. **CITIZENS' INPUT**

- a. **Must Retain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time)** – No one signed up to speak.

10. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. **Coronavirus Update** – Mr. Brown stated the County's current level of community spread is in the low tier.
- b. **Other Updates** – Mr. Brown noted a Procurement Work Session is scheduled for April 21, 2022 at 2:00 PM in Council Chambers.

Ms. Newton requested the Clerk's Office to place the work session on Council's calendar(s).

In addition, Mr. Brown noted, in the agenda packet, there is follow-up information regarding concerns expressed by citizens during citizens' input.

- c. **American Revolution 250th Anniversary County Committees & Grants** – Mr. Brown noted there is a request from the SC American Revolution Sestercentennial Commission for the County to participate in the American Revolution 250th Anniversary Committees and Grants initiative.
- d. **Planning Commission's Deferral of Land Development Code** – Mr. Geo Price, Deputy Director of Community Planning and Development Department, stated the Planning Commission held their regularly scheduled meeting on April 4th to address the remapping of parcels in the unincorporated areas of Richland County. After hearing comments from the citizens, the Planning Commission decided further discussion and evaluation would be needed. Therefore, the matter was deferred to allow them to hold additional work sessions. At this point, the Zoning Public Hearing scheduled for April 26th will be cancelled because there will be no items to come before Council. The intent is to bring this item to the June 28th Zoning Public Hearing.

It was noted, once an item is on the Planning Commission agenda, Council can pull that item and take action on it after 30 days. The Planning Commission Chair will be reaching out to the Council Chair to determine if pushing this item to the June 28th Zoning Public Hearing is appropriate.

**Special Called
April 5, 2022**

-3-

Mr. Malinowski inquired what happens to the applications that have been submitted for the new zoning codes.

Mr. Price responded staff is going to work with Legal to draft an amendment to the previous ordinance to extend the dates. The amended ordinance will come before Council for approval.

11. **REPORT OF THE CLERK OF COUNCIL** – Ms. Kirylo noted the FY23-24 Budget Schedule is as follows:

- a. **April 6, 2022, 4:00 – 6:00 PM, Budget Work Session (Grants)**
- b. **April 26, 3:00 – 5:00 PM, Budget Work Session (Administrator’s Recommended Initiatives, General Fund and Special Revenue Funds)**
- c. **May 3, 2022, 6:00 PM, First Reading of FY23-24 Proposed Budget and Millage Ordinance (By Title Only)**
- d. **May 5, 2022, 4:00 – 6:00 PM, Budget Work Session (Millage Agencies and Enterprise Funds)**
- e. **May 19, 2022, 6:00 PM, Budget Public Hearing**
- f. **May 26, 2022, 6:00 PM, Second Reading of FY23-24 Proposed Budget and Millage Ordinance**
- g. **June 7, 2022, 6:00 PM, Third Reading of FY23-24 Proposed Budget Ordinance**

It was noted there will be virtual options for Councilmembers to attend the work sessions, if they are unable to attend in person.

12. **REPORT OF THE CHAIR** – No report was given.

13. **OPEN/CLOSE PUBLIC HEARINGS**

- a. **An Ordinance Authorizing the easement to East Richland County Public Service District for sewer utility facilities; specifically located at the Cooper Library Branch of the Richland Library, being at 5317 Trenholm Road and described as TMS #14014-06-25** – No one signed up to speak.
- b. **An Ordinance Amending Sections 16-5 and 16-7 of Article I, Chapter 16 of the Code of Ordinances of Richland County relating to business licensing and regulation and to establish an effective date for certain amendments to the Code of Ordinances** – No one signed up to speak.
- c. **Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Pure Power Technologies, Inc., a company previously identified as Project Wheat, to provide for payment of a fee-in-lieu of taxes; and other related matters** – No one signed up to speak.
- d. **An Ordinance Amending the Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; to rename the chapter and replace the language therein to more clearly reflect the operations and administration of solid waste, recycling, and public sanitation within the County** – No one signed up to speak.

14. **APPROVAL OF CONSENT ITEMS**

- a. **An Ordinance Authorizing an easement to East Richland County Public Service District for sewer utility facilities; specifically located at the Cooper Library Branch of the Richland Library, being at 5317 Trenholm Road and described as TMS # 14014-06-25 [THIRD READING]**

Special Called
April 5, 2022

- b. **An Ordinance Amending Sections 16-5 and 16-7 of Article 1, Chapter 16 of the Code of Ordinances of Richland County relating to business licensing and regulation and to establish an effective date for certain amendments to the Code of Ordinances [THIRD READING]**
- c. **Department of Public Works – FY21 Annual Roads Report**
- d. **Department of Public Works – FY22 Comprehensive Transportation Improvement Plan (CTIP)**
- e. **Emergency Services – Emergency Management Division – Hazard Mitigation Plan Resolution**
- f. **Emergency Services – Fire Division – Notification of Fire Intergovernmental Agreement Expiration in 2023**
- g. **Administrator’s Office – Federal Certifying Officer and Environmental Officer**

Mr. Livingston moved, seconded by Ms. Barron, to approve the consent items.

In Favor: Malinowski, Pugh, McBride, Livingston, Barron, O. Walker, Mackey, English and Newton

Not Present: Terracio and J. Walker

The vote in favor was unanimous.

Ms. Newton moved, seconded by Ms. Barron, to reconsider the Consent Items.

Opposed: Malinowski, Pugh, McBride, Livingston, Barron, O. Walker, Mackey, English and Newton

Not Present: Terracio and J. Walker

The motion for reconsideration failed.

15. **THIRD READING ITEMS**

- a. **An Ordinance Amending the Richland County Code of Ordinances: Chapter 12, Garbage, Trash and Refuse; to rename the chapter and replace the language therein to more clearly reflect the operations and administration of solid waste, recycling, and public sanitation within the County** – Mr. Livingston moved, seconded by Ms. Barron, to approve this item.

In Favor: Pugh, McBride, Livingston, Barron, O. Walker, Mackey, English and Newton

Opposed: Malinowski

Not Present: Terracio and J. Walker

The vote was in favor.

- b. **Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Pure Power Technologies, Inc., a company previously identified as Project Wheat, to provide for payment of a fee-in-lieu of taxes; and other related matters** – Mr. Pugh moved, seconded by Ms. Barron, to approve this item.

Special Called
April 5, 2022

In Favor: Malinowski, Pugh, McBride, Livingston, Barron, O. Walker, Mackey, English and Newton

Not Present: Terracio and J. Walker

The vote in favor was unanimous.

16. **REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE**

- a. **Administrator's Office – Pawmetto Lifeline Request** – Ms. Mackey moved, seconded by Ms. Barron, to approve this item.

Mr. Malinowski noted he removed this item from the Consent Agenda because the recommendation on p. 169 does not accurately reflect the committee's actions. He stated, for clarification, the item was forwarded to Council for guidance. At the committee meeting, he requested the following information, which he has not received:

- (1) Did Lexington County agree to their half of the building?
- (2) Is there an MOU or IGA between Lexington and Richland County?
- (3) Is the building on the list of County-owned buildings?
- (4) Is the donation within the guidelines for disposal of property?

Mr. Malinowski stated the committee's recommendation was to have the requested information be reviewed by Administration and Legal regarding IGAs and MOUs and provided to Council and to ensure the County is not in violation of anything. In addition, to ensure Lexington County is in agreement with donating their half of the building, prior to moving forward with the donation.

Mr. Brown apologized for not following up with Mr. Malinowski in a timely manner. He stated this is not a time-sensitive item; therefore, he believes the requested information can be provided prior to the next Council meeting.

Mr. Wright noted his office does not have an MOU or IGA. If provided, Legal could review them prior to the next Council meeting.

Mr. Malinowski moved, seconded by Ms. McBride, to defer this item until the April 19th Council meeting.

In Favor: Malinowski, Pugh, McBride, Livingston, Barron, O. Walker, Mackey, English and Newton

Not Present: Terracio and J. Walker

The vote in favor was unanimous.

- b. **Richland County Utilities – "Willingness to Serve" Letter for Savannah Wood Amenity (Tax Map Serial #R21900-06-14)**
- c. **Richland County Utilities – "Willingness to Serve" Letter for McCords Ferry Phase II and III**
- d. **Richland County Utilities – "Willingness to Serve" Letter for Laurinton Farms (Tax Map Serial #R24700-02-08)**
- e. **Richland County Utilities – "Willingness to Serve" Letter for Bunch Tract (Hunter's Breach)**

Special Called
April 5, 2022

-6-

(Tax Map Serial #R21800-01-06)

- f. Richland County Utilities – “Willingness to Serve” Letter for Bunch Tract – Commercial (Tax Map Serial #R21800-01-06)**
- g. Richland County Utilities – “Willingness to Serve” Letter for Alexander Point (Tax Map Serial #R21900-04-26)**

Ms. Mackey moved, seconded by Ms. Barron, to approve Items 16(b) – (g).
Ms. Newton noted, for the record, she will be voting against these items. She understands they are simply willingness to serve letters acknowledging the County has capacity. In addition, she understands these properties were zoned and approved for development in 2005, but her constituents have significant concerns about what it means for District 11.

Mr. Malinowski stated, for clarification, the willingness to serve letters are an official response to developers that want to develop a specific piece of property, and would like to have the County’s sewer to serve said property. The Utilities Director, in turn, sends the willingness to serve letters to say, as of right now, the County is willing to serve up to “XX” amount of taps because we have the capacity. It is not about putting in lift stations or other sewer matters. It is strictly to put pipes in the ground to serve those developments.

Mr. Brown noted it does not necessarily have to be a developer. Anyone can request taps for their property.

Ms. McBride noted her major concern is the taps are based on first come, first serve and they can obtain as many taps as they want as long as it does not exceed the available amount.

Mr. Brown responded the requestor has to demonstrate they can utilize those taps within a certain timeframe.

In Favor: Malinowski, Pugh, Livingston, Barron, O. Walker and Mackey

Opposed: McBride, English and Newton

Not Present: Terracio and J. Walker

The vote was in favor.

Mr. Malinowski moved, seconded by Ms. Barron, to reconsider this item.

In Favor: McBride, English and Newton

Opposed: Malinowski, Pugh, Livingston, Barron, O. Walker and Mackey

Not Present: Terracio and J. Walker

The motion for reconsideration failed.

**Special Called
April 5, 2022**

17. **REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE**

- a. **Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Gamecock; identifying the project; and other matters related thereto**
- b. **Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and [Project Gamecock] to provide for payment of a fee-in-lieu of taxes; and other related matters [FIRST READING]**
- c. **Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Laser; identifying the project; and other matters related thereto**
- d. **Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Project Laser to provide for payment of a fee-in-lieu of taxes; and other related matters [FIRST READING]**
- e. **Affirming the use of certain revenues from the I-77 Corridor Regional Industrial Park ("Park") as reimbursement for expenditures made to attract to and locate property in the park**

Mr. Malinowski moved, seconded by Ms. Newton, to approve Items 17(a) – (e).

In Favor: Malinowski, Pugh, McBride, Livingston, Barron, O. Walker, Mackey, English and Newton

Not Present: Terracio and J. Walker

The vote in favor was unanimous.

18. **REPORT OF RULES AND APPOINTMENTS COMMITTEE**

a. **NOTIFICATION OF APPOINTMENTS**

- 1. **Airport Commission – One (1) Vacancy (The applicant must reside within the Rosewood, Shandon or Hollywood-Rose Wales Garden neighborhoods)**
- 2. **Board of Assessment Appeals – One (1) Vacancy**
- 3. **Transportation Penny Advisory Committee (TPAC) – Five (5) Vacancies**

Ms. Barron stated the Rules and Appointments Committee recommended appointing Mr. Louis Dessau to the Airport Commission, Ms. Cynthia Blair to the Board of Assessment Appeals and Ms. Candace Pattman to the Transportation Penny Advisory Committee (TPAC).

In Favor: Malinowski, Pugh, McBride, Livingston, Barron, O. Walker, Mackey English and Newton

Not Present: Terracio and J. Walker

The vote in favor was unanimous.

**Special Called
April 5, 2022**

-8-

19. **OTHER ITEMS**

a. **FY22 – District 3 Hospitality Tax Allocations:**

1. Columbia Museum of Art - \$25,000
2. EdVenture -- \$25,000
3. Richland County Library -- \$20,000
4. Columbia City Ballet -- \$25,000
5. Riverbanks Zoo - \$20,000
6. Benedict College - \$35,000
7. Columbia International University/RAM Serve - \$15,000
8. The South Carolina Juneteenth Freedom Fest – \$10,000

b. **FY22 – District 7 Hospitality Tax Allocations:**

1. Harambee Festival 2022 - \$5,000
2. Historic Columbia Concert Series - \$10,000
3. Columbia Council of Neighborhood - \$1,000
4. Homeless No More Run/Walk - \$1,000
5. Greater Columbia Relations - \$5,500

c. **FY22 – District 8 Hospitality Tax Allocations:**

1. SC Juneteenth Freedom Festival 2022 - \$2,500

d. **FY22 – District 11 Hospitality Tax Allocations:**

1. Lower Richland Alumni Foundation - \$7,500
2. Columbia City Ballet - \$5,000
3. Town of Eastover - \$13,000

Mr. Pugh moved, seconded by Ms. McBride, to approve 19(a) – (d).

In Favor: Malinowski, Pugh, McBride, Livingston, Barron, O. Walker, Mackey, English and Newton

Not Present: Terracio and J. Walker

The vote in favor was unanimous.

Ms. Newton moved, seconded by Ms. McBride, to reconsider Items 19(a) – (d).

Opposed: Malinowski, Pugh, McBride, Livingston, Barron, O. Walker, Mackey, English and Newton

Not Present: Terracio and J. Walker

The motion for reconsideration failed.

20. **EXECUTIVE SESSION** – There were no additional items for Executive Session.

**Special Called
April 5, 2022**

21. MOTION PERIOD

a. In addition to all the questions and concerns we have received about the proposed new Land Development Code, I have not seen any information that the Planning Department has examined the impact of their recommended revisions. I am therefore requesting Richland County staff provide answers to the following prior to moving forward with any further readings/changes:

1. Provide a carrying capacity report to both the public and elected officials as to whether or not the existing resources in the county can handle the results of the recommended revisions in density and land use. This report will include the effects on:
 - a. Waste treatment
 - b. Water supply
 - c. Drainage systems
 - d. Traffic impact and road conditions resulting from the plan revision
 - e. School impact
 - f. Public transportation
 - g. Law enforcement input relating to crime statistics
 - h. Environment
 - i. Neighborhoods

If our resources are not capable of supporting the impact of the changes the plan will need to either be revised or a capital plan developed to address the changes and additions resulting from the plan changes. [MALINOWSKI]

b. In response to questions previously asked about why Richland County is creating an entirely new Land Development Code (LDC), one response from staff was that “there are issues with the 2005 LDC that continue to be a problem throughout all of the various Council Districts that the 2021 LDC will alleviate. While the 2021 LDC may have things certain citizens may not like, there is also a lot that citizens do like and will make development in the County the better for it.”

Based on the above statement, staff is requested to provide answers to the following:

Is it possible for Council to be provided the issues with the 2005 LDC that staff feels need to be addressed? Maybe for the moment, those things could be addressed without this wholesale blanket rezoning and new restrictions/standards that now apply to property owners after the code was approved without their knowledge (even though there were public hearings and input meetings) and that are now used for developers for applications for subdivisions.

Rather than adopt a totally new LDC to solve a few issues it will take time to address several issues that property owners have brought up that need to be modified. These will take time to be addressed properly and in the meantime there are those that will jump on this new code the minute this door is opened if it is to their advantage. [MALINOWSKI]

c. The new Land Development Code (LDC) has charts showing the number of homes per

Special Called
April 5, 2022
-10-

acre, include a column that shows the maximum number of homes per acre if awarded 100% density bonus for open space and 100% density bonus for green development. The bonus density has a huge impact on infrastructure such as roads, schools, sewer system, environment, and neighborhoods. This information should be listed with the description of each zoning classification.

In the above requested chart, footnote that public sewer (vs. a septic system) will be required by DHEC when lot sizes are reduced to a certain fraction of an acre so that it is very clear public sewer may be needed in the area (spurring more dense development) when bonus density is planned.

The new density formula is confusing by listing the fraction of a home per acre in districts that require more than one acre per home. For those districts add in parentheses or footnote the number of acres that are required per home.
[MALINOWSKI]

- d. A 20' front setback, 7' side setback and 15' rear setback is shown as the requirement in AG, HM, RT for clustering. If this is done how is that considered AG, HM or RT? If all the development is 20' from the street, 7' from the side, and 15' from the rear, the integrity of the rural character would definitely not be preserved. There needs to be plenty of open space around the entire home when clustering. (See below regulation as written).

I also don't believe removal of the lot width requirement for R2 and R3 should be done. Neighborhoods have approached Council to not allow front yard parking or even street parking. Having no setbacks will exacerbate that problem as there will be no way to put any type of vehicle in the side/back yard to not park in front or on the street. In order to alleviate the problem the setbacks need to actually be increased. [MALINOWSKI]

Cluster Development.

Sec. 26-5.5, Cluster Development, establishes the need to group lots together within a development into one or more groupings surrounded by open space. Where indicated in this article, the dimensional standards for residential development may be modified for cluster development in accordance with the standards in this section.

- a. *In the AG, HM, RT, and R1 districts: Residential lots created as part of a cluster development are eligible for a reduction of 75% of the dimensional standards of that district, whereas no lot width shall be less than 30 feet, front setback no less than 20 feet, side setback no less than 7 feet, and rear setback no less than 15 feet.*
- b. *In the R2, R3, R4, R5, and R6 districts: Residential lots created as part of a cluster development are eligible for the removal of the lot width standard.*

Mr. Malinowski moved, seconded by Ms. Barron, to forward the motions to staff for response prior to approval of the Land Development Code.

Ms. Barron, Mr. Pugh and Ms. English requested to be added to the motions.

In Favor: Malinowski, Pugh, McBride, Livingston, Barron, O. Walker, Mackey, English and Newton

Not Present: Terracio and J. Walker

Special Called
April 5, 2022
-11-

The vote in favor was unanimous.

21. **ADJOURNMENT** – Ms. Newton moved, seconded by Ms. Barron, to adjourn.

In Favor: Malinowski, Pugh, McBride, Livingston, Barron, O. Walker, Mackey, English and Newton

Not Present: Terracio and J. Walker

The vote in favor was unanimous.

The meeting adjourned at approximately 10:08 PM.

Richland County Council Request for Action

Subject:

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and [Project Gamecock] to provide for payment of a fee-in-lieu of taxes; and other related matters

Notes:

First Reading: April 5, 2022

Second Reading: April 19, 2022 {Tentative}

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND [PROJECT GAMECOCK] TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County, South Carolina more particularly known as I-77 Corridor Regional Industrial Park (“Park”);

WHEREAS, [PROJECT GAMECOCK], a _____ [authorized to transact business in the State], (“Sponsor”), desires to establish an industrial (manufacturing and/or commercial) facility in the County (“Project”) consisting of taxable investment in real and personal property of \$15,000,000; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the Sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (ii) locating the Project in the Park.

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.* The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

Section 3. *Inclusion within the Park.* County Council confirms that the land associated with the Project has previously been located in the Park and hereby authorizes and approves the further expansion of the Park boundaries as may be necessary to include the Project in the Park. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries or confirm the prior location of the land within the Park. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), any expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and delivery of written notice to Fairfield County of the inclusion of the Project in the Park.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, or the Director of Economic Development, as appropriate, to take whatever further action and for the Chair, the County Administrator, and the Director of Economic Development to negotiate, execute and deliver whatever further documents, and for the Clerk to County Council to attest the same, as may be appropriate to effect this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

Section 5. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: April 5, 2022
Second Reading: April 19, 2022
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT

BETWEEN

[PROJECT GAMECOCK]

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF [_____] , 2022

TABLE OF CONTENTS

	Page
Recitals.....	[]
 ARTICLE I DEFINITIONS 	
Section 1.1 Terms.....	[]
 ARTICLE II REPRESENTATIONS AND WARRANTIES 	
Section 2.1 Representations, Warranties, and Agreements of the County.....	[]
Section 2.2 Representations, Warranties, and Agreements of the Sponsor.....	[]
 ARTICLE III THE PROJECT 	
Section 3.1 The Project.....	[]
Section 3.2 Leased Property.....	[]
Section 3.3 Filings and Reports.....	[]
 ARTICLE IV FILOT PAYMENTS 	
Section 4.1 FILOT Payments.....	[]
Section 4.2 FILOT Payments on Replacement Property.....	[]
Section 4.3 Removal of Components of the Project.....	[]
Section 4.4 Damage or Destruction of Economic Development Property.....	[]
Section 4.5 Condemnation.....	[]
Section 4.6 Calculating FILOT Payments on Diminution in Value.....	[]
Section 4.7 Payment of <i>Ad Valorem</i> Taxes.....	[]
Section 4.8 Place of FILOT Payments.....	[]
 ARTICLE V RESERVED 	
 ARTICLE VI CLAW BACK 	
Section 6.1 Claw Back.....	[]

ARTICLE VII
DEFAULT

Section 7.1 Events of Default []
Section 7.2 Remedies on Default []
Section 7.3 Reimbursement of Legal Fees and Other Expenses []
Section 7.4 Remedies Not Exclusive []

ARTICLE VIII
PARTICULAR COVENANTS AND AGREEMENTS

Section 8.1 Right to Inspect []
Section 8.2 Confidentiality []
Section 8.3 Indemnification Covenants []
Section 8.4 No Liability of County’s Personnel []
Section 8.5 Limitation of Liability []
Section 8.6 Assignment []
Section 8.7 No Double Payment; Future Changes in Legislation []
Section 8.8 Administration Expenses []

ARTICLE IX
SPONSOR AFFILIATES

Section 9.1 Sponsor Affiliates []
Section 9.2 Primary Responsibility []

ARTICLE X
MISCELLANEOUS

Section 10.1 Notices []
Section 10.2 Provision of Agreement for Sole Benefit of County and Sponsor []
Section 10.3 Counterparts []
Section 10.4 Governing Law []
Section 10.5 Headings []
Section 10.6 Amendments []
Section 10.7 Agreement to Sign Other Documents []
Section 10.8 Interpretation; Invalidity; Change in Laws []
Section 10.9 Force Majeure []
Section 10.10 Termination; Termination by Sponsor []
Section 10.11 Entire Agreement []
Section 10.12 Waiver []
Section 10.13 Business Day []
Section 10.14 Agreement’s Construction []

- Exhibit A – Description of Property
- Exhibit B – Form of Joinder Agreement
- Exhibit C – Accountability Resolution
- Exhibit D – Description of Claw Back

**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	[Project Gamecock]	
Project Location	[To Come]	
Tax Map No.	[To Come]	
FILOT		
<ul style="list-style-type: none"> • Phase Exemption Period 	30-Years	
<ul style="list-style-type: none"> • Contract Minimum Investment Requirement 	\$15,000,000	
<ul style="list-style-type: none"> • Investment Period 	5-years	
<ul style="list-style-type: none"> • Assessment Ratio 	6%	
<ul style="list-style-type: none"> • Millage Rate 	0.4751	
<ul style="list-style-type: none"> • Fixed or Five-Year Adjustable Millage 	Fixed	
<ul style="list-style-type: none"> • Claw Back Information 	Failure to invest Contract Minimum Investment during the Investment Period results in loss of FILOT prospectively. Failure to invest Act Minimum Investment during Investment Period results in termination of the Fee Agreement and prospective and retroactive loss of FILOT.	
Multicounty Park	I-77 Corridor Regional Industrial Park	
Other Information		

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of [_____, 2022], between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and [PROJECT GAMECOCK], a [_____] organized and existing under the laws of the State of [_____] (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) The Sponsor has committed to construct an industrial (manufacturing and/or distribution) facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$15,000,000;

(c) By an ordinance enacted on [_____, 2022], County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT to induce the Sponsor to locate its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“*Code*” means the Code of Laws of South Carolina, 1976, as amended.

“**Commencement Date**” means the last day of the property tax year during which the initial Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be [].

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$15,000,000.

“**County**” means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“**County Council**” means the Richland County Council, the governing body of the County.

“**Department**” means the South Carolina Department of Revenue.

“**Diminution in Value**” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“**Economic Development Property**” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“**Equipment**” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“**Event of Default**” means any event of default specified in Section 7.1 of this Fee Agreement.

“**Fee Agreement**” means this Fee-In-Lieu of *Ad Valorem* Taxes Agreement, as may be supplemented or amended.

“**Fee Term**” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“**FILOT Payments**” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1 of this Fee Agreement.

“**Final Phase**” means the Economic Development Property placed in service during the last year of the Investment Period.

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is [], the Final Termination Date is expected to be [], which is the due date of the last FILOT Payment with respect to the Final Phase.

“Improvements” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“Infrastructure” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on [].

“MCIP Act” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina and Sections 4-1-170, 4-1-172, 4-1-175 and 4-29-68 of the Code.

“Multicounty Park” means the multicounty industrial or business park governed by the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018, between the County and Fairfield, South Carolina, as may be amended.

“Phase” means the Economic Development Property placed in service during a particular year of the Investment Period.

“Phase Exemption Period” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“Phase Termination Date” means, with respect to each Phase, the last day of the property tax year which is the 29th year following the first property tax year in which the Phase is placed in service.

“Project” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“Real Property” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“Removed Components” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“Sponsor” means [PROJECT GAMECOCK] and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“*Sponsor Affiliate*” means an entity that participates in the investment at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

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

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations and Warranties of the County.* The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County’s general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a “project” by adopting an Inducement Resolution, as defined in the Act on April 5, 2022.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

Section 2.2. *Representations and Warranties of the Sponsor.* The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to lease the Project to one or more industrial (manufacturing or distribution) end users, and use the Project for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

Section 3.2 *Leased Property.* To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. *Filings and Reports.*

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing with the first January 31 following the Commencement Date, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

ARTICLE IV FILOT PAYMENTS

Section 4.1. *FILOT Payments.*

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property and Improvements portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 0.4751, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2022.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7 of this Fee Agreement.

Section 4.2. *FILOT Payments on Replacement Property.* If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1 of this Fee Agreement, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. *Removal of Components of the Project.* Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. *Damage or Destruction of Economic Development Property.*

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. *Condemnation.*

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. Calculating FILOT Payments on Diminution in Value. If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. Payment of Ad Valorem Taxes. If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE V
[RESERVED]**

**ARTICLE VI
CLAW BACK**

Section 6.1. Claw Back. If the Sponsor fails to perform its obligations under this Fee Agreement as described in Exhibit D, then the Sponsor is subject to the claw backs as described in Exhibit D. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit D is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit D survives termination of this Fee Agreement.

**ARTICLE VII
DEFAULT**

Section 7.1. Events of Default. The following are “Events of Default” under this Fee Agreement:

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A representation or warranty made by the Sponsor which is deemed materially incorrect when deemed made;

(d) Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently

pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 7.2. Remedies on Default.

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 7.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 7.4. Remedies Not Exclusive. No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

Section 8.1. Right to Inspect. The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. Confidentiality. The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“**Confidential Information**”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “**Confidential Information.**” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “**Indemnified Party**”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any such documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse any Indemnified Party for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 8.4. No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.5. Limitation of Liability. The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.6. Assignment. The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.7. No Double Payment; Future Changes in Legislation. Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.8. Administration Expenses. The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$5,000 in connection with the initial negotiation and approval of this Fee Agreement. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 8.9 Cessation of Operations. Notwithstanding any other provision of this Fee Agreement, each of the Sponsor and any Sponsor Affiliates acknowledge and agree that the County's obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, at the County's sole discretion, if the Sponsor and all Sponsor Affiliates cease operations at the Project. For the purposes of this Section, to "cease operations" means to close the Facility, or to cease production and distribution of products from the Facility, for a continuous period of twelve (12) months; provided, however, that operations shall not be deemed to have ceased so long as the Sponsor is actively marketing the Facility for lease, and is using reasonable commercial efforts to procure a new tenant for all or a portion of the Facility.

ARTICLE IX

SPONSOR AFFILIATES

Section 9.1. *Sponsor Affiliates.* The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. *Primary Responsibility.* Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

ARTICLE X MISCELLANEOUS

Section 10.1. *Notices.* Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

[TO COME]

WITH A COPY TO (does not constitute notice):

Burr & Forman LLP
Attn: Brandon T. Norris
104 S. Main Street, Suite 700
Greenville, South Carolina 29601

IF TO THE COUNTY:

Richland County, South Carolina
Attn: Richland County Economic Development Director
2020 Hampton Street
Columbia, South Carolina 29204

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202-1509

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue credit to the Sponsor to the maximum

extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, including specifically the obligations arising under Section 8.3 of this Fee Agreement, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. Entire Agreement. This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. Business Day. If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. Agreement's Construction. Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Richland County, South Carolina

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes [and Incentive] Agreement]

[PROJECT GAMECOCK]

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes [and Incentive] Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [DATE] (“Fee Agreement”), between Richland County, South Carolina (“County”) and [COMPANY] (“Sponsor”).

1. Joinder to Fee Agreement.

[_____], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity
By: _____
Its: _____

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

EXHIBIT C (see Section 3.3)
RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY
PRACTICES CONCERNING ECONOMIC DEVELOPMENT
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

Section 2. The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

Section 3. A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office
Attention: Kim Mann
1201 Main Street, Suite 910
Columbia, SC 29201

Section 4. This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

Section 6. In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:



Clerk to County Council

EXHIBIT D (see Section 6.1)
DESCRIPTION OF CLAW BACK

In the event the Sponsor, together with all Sponsor Affiliates, shall fail to meet the Contract Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Sponsor and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities (if applicable), school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Sponsor and Sponsor Affiliates would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT Payments the Sponsor and such Sponsor Affiliates have made with respect to the Economic Development Property for the period through and including the end of the Investment Period.

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit D on or before the later of the one hundred twentieth (120th) day following the last day of the Investment Period, or thirty (30) days following receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit D survives termination of this Fee Agreement.

Richland County Council Request for Action

Subject:

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Project Laser to provide for payment of a fee-in-lieu of taxes; and other related matters

Notes:

First Reading: April 5, 2022

Second Reading: April 19, 2022 {Tentative}

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT LASER TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County, South Carolina more particularly known as the I-77 Corridor Regional Industrial Park (“Park”);

WHEREAS, Project Laser (“Sponsor”) desires to establish and/or expand certain manufacturing and related facilities in the County (“Project”), which the Sponsor anticipates will consist of, in the aggregate, taxable investment in real and personal property of not less than \$5,000,000 and the creation of, in the aggregate, at least 51, new, full-time jobs; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the Sponsor, as sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (ii) locating the Project in the Park.

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.* The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

Section 3. *Inclusion within the Park.* The expansion of the Park boundaries to include the Project, to the extent not already so included, is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and an approving companion ordinance by the Fairfield County Council.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

Section 5. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: April 5, 2022
Second Reading: April 19, 2022
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT

BETWEEN

PROJECT LASER

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF _____, 202_

TABLE OF CONTENTS

	Page
Recitals.....	[]
ARTICLE I DEFINITIONS	
Section 1.1 Terms.	[]
ARTICLE II REPRESENTATIONS AND WARRANTIES	
Section 2.1 Representations and Warranties of the County	[]
Section 2.2 Representations and Warranties of the Sponsor.....	[]
ARTICLE III THE PROJECT	
Section 3.1 The Project	[]
Section 3.2 Leased Property.....	[]
Section 3.3 Filings and Reports	[]
ARTICLE IV FILOT PAYMENTS	
Section 4.1 FILOT Payments.....	[]
Section 4.2 FILOT Payments on Replacement Property	[]
Section 4.3 Removal of Components of the Project	[]
Section 4.4 Damage or Destruction of Economic Development Property.....	[]
Section 4.5 Condemnation	[]
Section 4.6 Calculating FILOT Payments on Diminution in Value.....	[]
Section 4.7 Payment of <i>Ad Valorem</i> Taxes.....	[]
Section 4.8 Place of FILOT Payments.....	[]
ARTICLE V RESERVED.	
ARTICLE VI CLAW BACK	
Section 6.1 Claw Back.....	[]

ARTICLE VII
DEFAULT

Section 7.1 Events of Default []
Section 7.2 Remedies on Default []
Section 7.3 Reimbursement of Legal Fees and Other Expenses []
Section 7.4 Remedies Not Exclusive []

ARTICLE VIII
PARTICULAR RIGHTS AND COVENANTS

Section 8.1 Right to Inspect []
Section 8.2 Confidentiality []
Section 8.3 Indemnification Covenants []
Section 8.4 No Liability of County Personnel []
Section 8.5 Limitation of Liability []
Section 8.6 Assignment []
Section 8.7 No Double Payment; Future Changes in Legislation []
Section 8.8 Administration Expenses []

ARTICLE IX
SPONSOR AFFILIATES

Section 9.1 Sponsor Affiliates []
Section 9.2 Primary Responsibility []

ARTICLE X
MISCELLANEOUS

Section 10.1 Notices []
Section 10.2 Provisions of Agreement for Sole Benefit of County and Sponsor []
Section 10.3 Counterparts []
Section 10.4 Governing Law []
Section 10.5 Headings []
Section 10.6 Amendments []
Section 10.7 Agreement to Sign Other Documents []
Section 10.8 Interpretation; Invalidity; Change in Laws []
Section 10.9 Force Majeure []
Section 10.10 Termination; Termination by Sponsor []
Section 10.11 Entire Agreement []
Section 10.12 Waiver []
Section 10.13 Business Day []
Section 10.14 Agreement's Construction []

- Exhibit A – Real Property Description
- Exhibit B – Form of Joinder Agreement
- Exhibit C – Accountability Resolution

**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	PROJECT LASER	Section 1.1, Page []
Project Location		
Tax Map No.		Exhibit A
FILOT		
<ul style="list-style-type: none"> • Phase Exemption Period 	30 years	Section 1.1, Page []
<ul style="list-style-type: none"> • Contract Minimum Investment Requirement 	\$5,000,000	Section 1.1, Page []
<ul style="list-style-type: none"> • Contract Minimum Jobs Requirement 	N/A	N/A
<ul style="list-style-type: none"> • Investment Period 	5 years	Section 1.1, Page []
<ul style="list-style-type: none"> • Assessment Ratio 	6%	Section 4.1, Page []
<ul style="list-style-type: none"> • Millage Rate 	[] mills (lowest allowable)	Section 4.1, Page []
<ul style="list-style-type: none"> • Fixed or Five-Year Adjustable Millage 	Fixed	Section 4.1, Page []
<ul style="list-style-type: none"> • Claw Back Information 	Terminate and claw back if investment does not reach Act Minimum Investment Requirement by the end of the Investment Period	Section 6.1, Page []
Multicounty Park	I-77 Corridor Regional Industrial Park	Section 1.1, Page []
Other Information	N/A	N/A

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of [_____, 202_], between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and Project Laser, a [_____] organized and existing under the laws of the State of [_____] (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) The Sponsor has committed to establish and/or expand certain manufacturing and related facilities (“*Facility*”) in the County, which the Sponsor anticipates will consist of, in the aggregate, taxable investment in real and personal property of not less than \$5,000,000 and the creation of, in the aggregate, at least 51 new, full-time jobs;

(d) By an ordinance enacted on [_____, 202_], County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT as an inducement for the Sponsor to establish and/or expand the Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, as amended.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project on or before the date that is five years from the Commencement Date, as set forth in Section 12-44-30(14) of the Act, which investment amount shall be calculated in accordance with, and subject to, Section 12-44-130 of the Act.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“*Code*” means the Code of Laws of South Carolina, 1976, as amended.

“**Commencement Date**” means the last day of the property tax year during which the initial Economic Development Property comprising the Project is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date shall be no later than December 31, 2025, though the Sponsor presently anticipates, and the County hereby acknowledges and agrees, that the Commencement Date will be December 31, 2021.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property in the Project of not less than \$5,000,000, in the aggregate, within the Project Compliance Period.

“**County**” means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“**County Council**” means the Richland County Council, the governing body of the County.

“**Department**” means the South Carolina Department of Revenue.

“**Diminution in Value**” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“**Economic Development Property**” means those items of real and tangible personal property comprising the Project placed in service within the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“**Equipment**” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions now or hereafter acquired for use on or about the Real Property.

“**Event of Default**” means any event of default specified in Section 7.1 of this Fee Agreement.

“**Fee Agreement**” means this Fee-In-Lieu of *Ad Valorem* Taxes Agreement, as originally executed and as may be supplemented or amended as permitted herein.

“**Fee Term**” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“**FILOT Payments**” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1 of this Fee Agreement.

“**Final Phase**” means the Economic Development Property placed in service during the last year of the Investment Period.

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is **[December 31,**

2056], the Final Termination Date is expected to be [January 15, 2058], which is the due date of the last FILOT Payment with respect to the Final Phase.

“**Improvements**” means all improvements now or hereafter constructed on the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“**Investment Period**” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, it is the intent of the County and the Sponsor that the Investment Period be initially equal to the Project Compliance Period and, unless so extended, is expected to end on December 31, 2026.

“**MCIP Act**” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“**Multicounty Park**” means the I-77 Corridor Regional Industrial Park governed by the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018, between the County and Fairfield County, South Carolina, as may be amended.

“**Phase**” means the Economic Development Property placed in service during a particular year of the Investment Period.

“**Phase Exemption Period**” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“**Phase Termination Date**” means, with respect to each Phase, the last day of the property tax year which is the 29th year following the first property tax year in which the Phase is placed in service.

“**Project**” means all the Equipment, Improvements, and the Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County, only, with the exception of Replacement Property, to the extent placed in service in the Investment Period.

“**Project Compliance Period**” shall mean the period beginning on January 1, 2021 and ending at the end of the Investment Period.

“**Real Property**” means the land that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“**Removed Components**” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“**Replacement Property**” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“*South Carolina Freedom of Information Act*” shall mean Title 30, Chapter 4 of the Code.

“*Sponsor*” means Project Laser and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“*Sponsor Affiliate*” means an entity that participates in the investment at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

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

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations and Warranties of the County.* The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County’s general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a “project” on April 5, 2022 by adopting an Inducement Resolution, as defined in the Act, on April 5, 2022.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located, or will take all reasonable action to locate, the Project in the Multicounty Park.

Section 2.2. Representations and Warranties of the Sponsor. The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a _____ and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been an inducement for the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. The Project. The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement within the Project Compliance Period. The first Phase of the Project is to have been placed in service during the calendar year ending December 31, 2021. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

Section 3.2 Leased Property. To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. Filings and Reports.

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing the first January 31 following the Commencement Date, the Sponsor shall deliver to the Economic Development Director of the County, pursuant to the instructions set forth in **Section 10.1** of this Fee Agreement, with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

ARTICLE IV FILOT PAYMENTS

Section 4.1. FILOT Payments.

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property and Improvements portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to [_____] mills, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of **[June 30, 20__]**.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7 of this Fee Agreement.

Section 4.2. *FILOT Payments on Replacement Property.* If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1 of this Fee Agreement, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace and such replacement occurs after the end of the Investment Period.

Section 4.3. *Removal of Components of the Project.* Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. *Damage or Destruction of Economic Development Property.*

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the tax year corresponding to the property tax year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. *Condemnation.*

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking*. In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. Calculating FILOT Payments on Diminution in Value. If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. Payment of Ad Valorem Taxes. If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property for a particular tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

ARTICLE V RESERVED

ARTICLE VI CLAW BACK

Section 6.1. Claw Back If the Sponsor fails to achieve the Act Minimum Investment Requirement by the end of the Investment Period, without regard to any extension permitted by this Fee Agreement or the Act, then this Fee Agreement shall immediately terminate and the Sponsor shall make payments as required by the Act.

ARTICLE VII DEFAULT

Section 7.1. Events of Default. The following are “Events of Default” under this Fee Agreement:

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in such payment and requesting that it be remedied;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a “*Cessation of Operations*” means a publicly announced closure of the Facility made by the Sponsor or a complete cessation of production at the Facility that continues for a period of twelve (12) consecutive months;

(d) A representation or warranty made by the Sponsor which is deemed materially incorrect when deemed made;

(e) Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

(f) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(g) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 7.2. Remedies on Default.

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 7.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 7.4. Remedies Not Exclusive. No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in

addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

Section 8.1. *Right to Inspect.* The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. *Confidentiality.* The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“***Confidential Information***”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “***Confidential Information.***” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. *Indemnification Covenants.*

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “***Indemnified Party***”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement (each, a “***Claim***”).

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its reasonable costs, including reasonable attorneys’ fees, incurred in connection with the response to or defense against such Claim. The County shall provide a statement of costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any such documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any Claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such Claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided, the Sponsor is not entitled to settle any Claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse any Indemnified Party for costs arising from any claim or liability (i) occasioned by the acts of any Indemnified Party, which are

unrelated to the execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from any Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any Claim, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to such Claim.

(f) The obligations under this Section 8.3 shall survive termination of this Fee Agreement.

Section 8.4. No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.5. Limitation of Liability. The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.6. Assignment. The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.7. No Double Payment; Future Changes in Legislation. Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.8. Administration Expenses. The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$3,500. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this

Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. *Sponsor Affiliates.* The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. *Primary Responsibility.* Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

ARTICLE X MISCELLANEOUS

Section 10.1. *Notices.* Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

||

WITH A COPY TO (does not constitute notice):

Nexsen Pruet, LLC
Attn: Tushar V. Chikhliker
1230 Main Street, Suite 700 (29201)
Post Office Drawer 2426
Columbia, South Carolina 29202

IF TO THE COUNTY:

Richland County, South Carolina
Attn: Richland County Economic Development Director
2020 Hampton Street
Columbia, South Carolina 29204

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202-1509

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under

this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate or expand in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or infrastructure credit to the Sponsor to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are expressly stated in the Fee Agreement to survive termination, shall survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. Entire Agreement. This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. Business Day. If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. Agreement's Construction. Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Richland County, South Carolina

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes Agreement]

PROJECT LASER

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

[To be inserted.]

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [DATE] (“Fee Agreement”), between Richland County, South Carolina (“County”) and Project Laser (“Sponsor”).

1. Joinder to Fee Agreement.

[_____], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

[SPONSOR AFFILIATE]

By: _____
Its: _____

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

EXHIBIT C (see Section 3.3)
RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY

See attached.

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY
PRACTICES CONCERNING ECONOMIC DEVELOPMENT
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

Section 2. The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

Section 3. A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office
Attention: Kim Mann
1201 Main Street, Suite 910
Columbia, SC 29201

Section 4. This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

Section 6. In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.


RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

(SEAL)
ATTEST:



Clerk to County Council

Richland County Council Request for Action

Subject:

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Vanguard to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; the conveyance of certain real property to Project Vanguard; and other related matters

Notes:

First Reading: March 1, 2022

Second Reading: April 19, 2022 {Tentative}

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT VANGUARD TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; THE CONVEYANCE OF CERTAIN REAL PROPERTY TO PROJECT VANGUARD; AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County more particularly known as the I-77 Corridor Regional Industrial Park (“Park”);

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, Project Vanguard (“Sponsor”), desires to establish a manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$9,318,000 and the creation of 21 new, full-time jobs; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; (ii) locating the Project in the Park; and (iii) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure; and

WHEREAS, the County has determined to transfer certain property associated with the Project to the Sponsor pursuant to the terms of a Purchase and Sale Agreement, the final form of which is attached as Exhibit B (“Purchase Agreement”), which is now before this meeting, and the County has determined that it is an appropriate instrument to be executed and delivered by the County for the purposes intended; and

WHEREAS, this Ordinance authorizes the conveyance of property following the holding of a public hearing in accordance with the requirements of Section 4-9-130 of the Code of Laws of South Carolina, 1976, as amended; and

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. *Statutory Findings.* Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement and Purchase Agreement.* The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The form, terms and provisions of the Purchase Agreement that is before this meeting are approved and all of the Purchase Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement and Purchase Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and Purchase Agreement and to deliver the Fee Agreement and Purchase Agreement to the Sponsor.

Section 3. *Inclusion within the Park.* The County confirms that the existing Park boundaries include the location of the Project. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to confirm the inclusion of the Project in the Park boundaries. Following execution of the Fee Agreement, written notice shall be provided to Fairfield County confirming the inclusion of the Project in the Park.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, or the Director of Economic Development, as appropriate, to take whatever further action and for the Chair, the County Administrator, and the Director of Economic Development to negotiate, execute and deliver whatever further documents, and for the Clerk to County Council to attest the same, as may be appropriate to effect this Ordinance, the Purchase Agreement, and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

Section 5. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in

conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: February 23, 2022
Second Reading: April 19, 2022
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT

BETWEEN

[PROJECT VANGUARD]

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF _____, 2022

TABLE OF CONTENTS

	Page
Recitals.....	[]
 ARTICLE I DEFINITIONS 	
Section 1.1 Terms.....	[]
 ARTICLE II REPRESENTATIONS AND WARRANTIES 	
Section 2.1 Representations, Warranties, and Agreements of the County.....	[]
Section 2.2 Representations, Warranties, and Agreements of the Sponsor.....	[]
 ARTICLE III THE PROJECT 	
Section 3.1 The Project.....	[]
Section 3.2 Leased Property.....	[]
Section 3.3 Filings and Reports.....	[]
 ARTICLE IV FILOT PAYMENTS 	
Section 4.1 FILOT Payments.....	[]
Section 4.2 FILOT Payments on Replacement Property.....	[]
Section 4.3 Removal of Components of the Project.....	[]
Section 4.4 Damage or Destruction of Economic Development Property.....	[]
Section 4.5 Condemnation.....	[]
Section 4.6 Calculating FILOT Payments on Diminution in Value.....	[]
Section 4.7 Payment of <i>Ad Valorem</i> Taxes.....	[]
Section 4.8 Place of FILOT Payments.....	[]
 ARTICLE V ADDITIONAL INCENTIVES 	
Section 5.1 Infrastructure Credits.....	[]
 ARTICLE VI CLAW BACK 	
Section 6.1 Claw Back.....	[]

ARTICLE VII
DEFAULT

Section 7.1 Events of Default []
Section 7.2 Remedies on Default []
Section 7.3 Reimbursement of Legal Fees and Other Expenses []
Section 7.4 Remedies Not Exclusive []

ARTICLE VIII
PARTICULAR COVENANTS AND AGREEMENTS

Section 8.1 Right to Inspect []
Section 8.2 Confidentiality []
Section 8.3 Indemnification Covenants []
Section 8.4 No Liability of County’s Personnel []
Section 8.5 Limitation of Liability []
Section 8.6 Assignment []
Section 8.7 No Double Payment; Future Changes in Legislation []
Section 8.8 Administration Expenses []

ARTICLE IX
SPONSOR AFFILIATES

Section 9.1 Sponsor Affiliates []
Section 9.2 Primary Responsibility []

ARTICLE X
MISCELLANEOUS

Section 10.1 Notices []
Section 10.2 Provision of Agreement for Sole Benefit of County and Sponsor []
Section 10.3 Counterparts []
Section 10.4 Governing Law []
Section 10.5 Headings []
Section 10.6 Amendments []
Section 10.7 Agreement to Sign Other Documents []
Section 10.8 Interpretation; Invalidity; Change in Laws []
Section 10.9 Force Majeure []
Section 10.10 Termination; Termination by Sponsor []
Section 10.11 Entire Agreement []
Section 10.12 Waiver []
Section 10.13 Business Day []
Section 10.14 Agreement’s Construction []

- Exhibit A – Description of Property
- Exhibit B – Form of Joinder Agreement
- Exhibit C – Accountability Resolution
- Exhibit D – Description of Infrastructure Credit
- Exhibit E – Description of Claw Back

**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Project Vanguard	
Project Location	[to complete for third reading]	
Tax Map No.	[to complete for third reading]	
FILOT		
• Phase Exemption Period	30 years	1.1
• Contract Minimum Investment Requirement	\$9,318,000	1.1
• Contract Minimum Jobs Requirement	21 new jobs over and above base of 22 existing jobs	1.1
• Investment Period	5 years	1.1
• Assessment Ratio	6%	4.1(a)(ii)
• Millage Rate	475.1	4.1(a)(iii)
• Fixed or Five-Year Adjustable Millage	Fixed	4.1(a)(iii)
• Claw Back Information	Act Minimum Investment Requirement	7.1(e)
Multicounty Park	I-77 Corridor Regional Industrial Park	N/A
Infrastructure Credit		
• Brief Description	15%	Exhibit D
• Credit Term	10 years	Exhibit D
• Claw Back Information	Prorated clawback	Exhibit E
Other Information		

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of _____, 2022, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and Project Vanguard, a corporation organized and existing under the laws of the State of Nevada (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits (“*Infrastructure Credit*”) against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “*Infrastructure*”);

(c) The Sponsor has committed to establish a manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$9,318,000 and the creation of 21 new, full-time jobs;

(d) By an ordinance enacted on _____, 2022, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to locate its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments, Infrastructure Credits or other incentives provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the

Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“**Code**” means the Code of Laws of South Carolina, 1976, as amended.

“**Commencement Date**” means the last day of the property tax year during which the initial Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2020.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$9,318,000.

“**Contract Minimum Jobs Requirement**” means not less than 21 full-time, jobs created by the Sponsor in the County in connection with the Project, over and above base employment of 22 full-time jobs.

“**County**” means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“**County Council**” means the Richland County Council, the governing body of the County.

“**Credit Term**” means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit D.

“**Department**” means the South Carolina Department of Revenue.

“**Diminution in Value**” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“**Economic Development Property**” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“**Equipment**” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“**Event of Default**” means any event of default specified in Section 7.1 of this Fee Agreement.

“**Fee Agreement**” means this Fee-In-Lieu Of Ad Valorem Taxes and Incentive Agreement, as may be supplemented or amended.

“**Fee Term**” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“**FILOT Payments**” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1 of this Fee Agreement.

“**Final Phase**” means the Economic Development Property placed in service during the last year of the Investment Period.

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2054, the Final Termination Date is expected to be January 15, 2056, which is the due date of the last FILOT Payment with respect to the Final Phase.

“**Improvements**” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“**Infrastructure**” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

“**Infrastructure Credit**” means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act or Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

“**Investment Period**” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2025.

“**MCIP Act**” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“**Multicounty Park**” means the multicounty industrial or business park governed by the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018, between the County and Fairfield County, South Carolina, as may be amended.

“**Net FILOT Payment**” means the FILOT Payment net of the Infrastructure Credit.

“**Phase**” means the Economic Development Property placed in service during a particular year of the Investment Period.

“**Phase Exemption Period**” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“**Phase Termination Date**” means, with respect to each Phase, the last day of the property tax year which is the 29th year following the first property tax year in which the Phase is placed in service.

“**Project**” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“**Real Property**” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“**Removed Components**” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“**Replacement Property**” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“**Sponsor**” means Project Vanguard and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“**Sponsor Affiliate**” means an entity that participates in the investment or job creation at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

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

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the County. The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a "project" on or before December 31, 2020 and adopted an Inducement Resolution, as defined in the Act on February 23, 2022.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

Section 2.2. Representations and Warranties of the Sponsor. The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a manufacturing facility and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. The Project. The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in

service during the calendar year ending December 31, 2020. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

Section 3.2 Leased Property. To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. Filings and Reports.

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, 2023, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County’s Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

**ARTICLE IV
FILOT PAYMENTS**

Section 4.1. FILOT Payments.

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property and Improvements portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 475.1 mills, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2022.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the

calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7 of this Fee Agreement.

Section 4.2. FILOT Payments on Replacement Property. If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1 of this Fee Agreement, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. Removal of Components of the Project. Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. Damage or Destruction of Economic Development Property.

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. Condemnation.

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. Calculating FILOT Payments on Diminution in Value. If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. Payment of Ad Valorem Taxes. If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE V
ADDITIONAL INCENTIVES**

Section 5.1. Infrastructure Credits. To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit D. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable ("**Credit Term**"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

**ARTICLE VI
CLAW BACK**

Section 6.1. Claw Back. If the Sponsor fails to perform its obligations under this Fee Agreement as described in Exhibit E, then the Sponsor is subject to the claw backs as described in Exhibit E. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit E is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit E survives termination of this Fee Agreement.

**ARTICLE VII
DEFAULT**

Section 7.1. Events of Default. The following are "Events of Default" under this Fee Agreement:

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a "**Cessation of Operations**" means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;

(d) A representation or warranty made by the Sponsor which is deemed materially incorrect when deemed made;

(e) A failure to meet the Act Minimum Investment Requirement within the Investment Period;

(f) Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

(g) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(h) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 7.2. Remedies on Default.

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 7.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 7.4. Remedies Not Exclusive. No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

Section 8.1. Right to Inspect. The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. Confidentiality. The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“*Confidential Information*”) and that disclosure of the Confidential Information could result in substantial economic harm

to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “**Confidential Information.**” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. Indemnification Covenants.

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “**Indemnified Party**”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any such documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse any Indemnified Party for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 8.4. No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under

this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.5. *Limitation of Liability.* The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.6. *Assignment.* The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.7. *No Double Payment; Future Changes in Legislation.* Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.8. *Administration Expenses.* The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$3,500. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. *Sponsor Affiliates.* The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. Primary Responsibility. Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, “primary responsibility” means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

**ARTICLE X
MISCELLANEOUS**

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

Alimex Precision in Aluminum Inc.
Attn: Dean Blakeney
195 Shop Grove Drive Unit A
Columbia, SC 29209

WITH A COPY TO (does not constitute notice):

Haynsworth Sinkler Boyd, P.A.
Attn: Will Johnson
P.O. Box 11889
Columbia, SC 29211-1889

IF TO THE COUNTY:

Richland County, South Carolina
Attn: Richland County Economic Development Director
2020 Hampton Street
Columbia, South Carolina 29204

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202-1509

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, including specifically the obligations arising under Section 8.3 of this Fee Agreement, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. *Entire Agreement.* This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. *Waiver.* Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. *Business Day.* If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. *Agreement's Construction.* Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Richland County, South Carolina

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]

[PROJECT VANGUARD]

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [DATE] (“Fee Agreement”), between Richland County, South Carolina (“County”) and [COMPANY] (“Sponsor”).

1. Joinder to Fee Agreement.

[_____], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity
By: _____
Its: _____

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

EXHIBIT C (see Section 3.3)
RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY
PRACTICES CONCERNING ECONOMIC DEVELOPMENT
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

Section 2. The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

Section 3. A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office
Attention: Kim Mann
1201 Main Street, Suite 910
Columbia, SC 29201

Section 4. This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

Section 6. In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.


RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA



Chair, Richland County Council

(SEAL)
ATTEST:



Clerk to County Council

EXHIBIT D (see Section 5.1)
DESCRIPTION OF INFRASTRUCTURE CREDIT

Beginning with the first property tax year for which FILOT Payments are due under this Fee Agreement, the Company is entitled to claim a fifteen percent (15%) Infrastructure Credit against the FILOT Payments on the Project for a consecutive ten (10) year period.

EXHIBIT E (see Section 6.1)
DESCRIPTION OF CLAW BACK

Repayment Amount = Total Infrastructure Credits Received x Claw Back Percentage

Claw Back Percentage = 100% - Overall Achievement Percentage

Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2

Investment Achievement Percentage = Actual Investment Achieved / Contract Minimum Investment Requirement *[may not exceed 100%]*

Jobs Achievement Percentage = Actual New, Full-Time Jobs Created / Contract Minimum Jobs Requirement *[may not exceed 100%]*

In calculating the each achievement percentage, only the investment made or new jobs achieved up to the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement will be counted.

For example, and by way of example only, if the County granted \$100,000 in Infrastructure Credits, and \$7,454,400 had been invested at the Project and 14 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:

Jobs Achievement Percentage = 14/21 = 66.667%

Investment Achievement Percentage = \$7,454,400/\$9,318,000 = 80%

Overall Achievement Percentage = (66.667% + 80%)/2 = 73.333%

Claw Back Percentage = 100% - 73.333% = 26.667%

Repayment Amount = \$100,000 x 26.667% = \$26,667

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit E within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit E survives termination of this Fee Agreement.

EXHIBIT B
FORM OF PURCHASE AGREEMENT

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made as of the Effective Date (as defined below), by and between **RICHLAND COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (“***Seller***”), acting through the Richland County Council as the governing body of the Seller, whose address is 2020 Hampton Street, Columbia, South Carolina 29204, and [**PROJECT VANGUARD**] a corporation organized and existing under the laws of the State of Nevada (“***Purchaser***”), whose address is 195 Shop Grove Drive, Unit A, Columbia, South Carolina 29209.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Property**. Seller agrees to sell and Purchaser agrees to purchase, upon the terms and conditions hereinafter set forth, that certain parcel of land, together with the improvements thereon, comprising approximately twenty-one (21) acres located at [**ADDRESS**] in Richland County, South Carolina, being designated as Richland County [**TMS #**_____], and being more particularly described on **Exhibit A** attached hereto and made a part hereof (the “***Property***”). Purchaser shall record a new survey of the Property to be referenced in the legal description in the Seller’s deed, provided that Seller will not be required to provide a limited warranty of title beyond the description of the Property in the deed by which Seller obtained title.

2. **Purchase Price**. The purchase price (the “***Purchase Price***”) shall be Two Hundred Thousand Dollars (\$200,000.00), as follows:

(a) Upon the Effective Date of this Agreement, Purchaser shall pay to Seller as earnest money the sum of Five Thousand Dollars (\$5,000.00) (the “***Earnest Money***”). At closing, the Earnest Money shall be credited against the Purchase Price.

(b) At closing, Purchaser shall pay to Seller the balance of the Purchase Price, subject to adjustments as set forth herein, by federal bank wire transfer or by cashier’s check or attorney escrow check.

3. **Earnest Money**. On the Effective Date, Purchaser will deposit with Haynsworth Sinkler Boyd, P.A., whose address is 1201 Main Street, Suite 2200, Columbia, SC 29201, the Earnest Money. The Earnest Money will be paid by check or wire transfer. The Earnest Money shall be fully refundable at Purchaser’s sole discretion during the Feasibility Period or if the conditions to closing are not met. In the event (i) any dispute arises between Seller and Purchaser regarding disbursement of the Earnest Money or (ii) Escrow Agent receives conflicting instructions with respect thereto, Escrow Agent shall withhold such disbursement until otherwise instructed in writing by both parties or until directed by a court of competent jurisdiction. If Escrow Agent incurs fees or expenses as a result of such dispute, then Seller and Purchaser shall split equally the payment of such fees and/or expenses between them. Seller and Purchaser agree that except as provided herein, Escrow Agent shall incur no liability whatsoever in connection with Escrow Agent’s performance under this Agreement. Seller and Purchaser hereby jointly and severally release and waive any claims they may have against the Escrow Agent that may result from its performance of its functions under this Agreement. Escrow Agent shall be liable only for

loss or damage caused by any of its employees, acts of wanton or willful misconduct while performing as Escrow Agent.

4. **Feasibility Study.** Any provision hereof to the contrary notwithstanding, Purchaser shall have until ninety (90) days (the “*Feasibility Period*”) after the date, which is the date the last of Seller and Purchaser execute this Agreement as indicated on the signature page hereof (the “*Effective Date*”), to perform development studies, financial analyses, feasibility studies, inspections, utility studies, storm drainage analyses, soil tests, surveys, appraisals, environmental studies and such other tests, evaluations and examinations of the Property as Purchaser may desire. In the event the results of Purchaser’s tests, evaluations and analyses are not satisfactory to Purchaser in its sole discretion or if for any other reason Purchaser elects at its sole discretion not to purchase the Property, Purchaser may on or before the last day of the Feasibility Period terminate this Agreement by written notice to Seller and the Earnest Money shall be returned forthwith to Purchaser. In the event Purchaser does not terminate this Agreement within said time period, this Agreement shall remain in full force and effect.

Seller agrees, within ten (10) days of the Effective Date, to the extent not already provided, at no cost or expense to Purchaser, to provide to Purchaser copies of all surveys, site plans, studies, wetland reports, engineering reports, environmental studies, notices from government agencies pertaining to the Property, zoning information, utility information, title information and/or any other information pertaining to the Property, to the extent such are in the possession or control of Seller (the “*Due Diligence Materials*”). Seller shall disclose any material changes to the information supplied herein that occur prior to Closing. Seller shall notify Purchaser when all Due Diligence Materials have been provided (which notification may be made by email).

Purchaser anticipates that various agents, consultants, contractors and thirty party vendors will be performing inspections, preparing a survey and conducting other due diligence activities on the Property during the Feasibility Period. Purchaser agrees to indemnify, defend, and hold harmless Seller and Seller’s respective employees, agents, consultants from and against any and all claims, causes of action, damages, costs and expenses of any kind, including without limitation, reasonable attorneys’ fees and court costs arising from any activities undertaken by Purchaser or its agents, consultants, contractors, employees or principals on the Property, as part of the exercise of Purchaser’s rights hereunder; provided however, in no event shall Purchaser be responsible for any reduction of value of the Property resulting from the discovery of any hazards and substances on, or other defects in the Property. This indemnification provision set forth in this paragraph shall survive Closing or the earlier termination of this Agreement.

5. **Title and Survey.** After completion of the Feasibility Period, Purchaser shall cause the preparation of a subdivision plat of the Property (the “*Preliminary Survey*”) by a registered South Carolina surveyor of Purchaser’s choice. Upon receipt of the Preliminary Survey, Purchaser shall deliver a copy of the same to Seller. Seller shall thereafter have five (5) days to approve or disapprove the Preliminary Survey. Should Seller fail to provide written approval or disapproval within such five (5) day period, the Preliminary Survey shall be deemed approved. Should Seller provide Purchaser with a written disapproval of the Preliminary Survey within such five (5) day period, such disapproval notice shall provide a written narrative of the reasons for such disapproval. Thereafter, and for an additional period of five (5) days, Seller and Purchaser shall discuss the Preliminary Survey and the Seller’s objections thereto in an attempt to revise the

Preliminary Survey to the satisfaction of Seller. Both parties agree to reasonably cooperate to reach an agreement as to Preliminary Survey. In the event no agreement is reached, this Agreement shall automatically terminate and the Earnest Money shall be returned to Purchaser and the parties shall have no further rights or obligations hereunder. If the Preliminary Survey is approved in writing by Seller, or deemed approved as provided above, Purchaser shall cause the preparation of a final subdivision plat of the Property consistent with the approved Preliminary Survey (the "Final Survey") within ten (10) days prior to the Closing (as defined in Section 6 herein). The Final Survey will be recorded at or before the Closing and a legal description of the Property prepared from the Final Survey shall be used in the Seller's deed to convey the Property from Seller to Purchaser. The acreage shall be determined by the surveyor and set forth on each of the Preliminary and Final Survey.

Purchaser shall pay for the costs associated with the Preliminary and Final Survey. Purchaser shall have the right, at its expense, to make such examinations of title and survey as it deems necessary or desirable. Purchaser shall notify Seller prior to the end of the Feasibility Period of its objection to any matters of title (such objections being referred to as the "**Title Exceptions**") and of its objection to any matters of survey (such objections being referred to as the "**Survey Exceptions**"). Purchaser shall make such objections only for matters of title and survey that have a material adverse impact on the title of or use of the Property. Seller shall notify Purchaser within ten (10) days after receipt of Purchaser's notice whether it will be able to cure or remove the Title Exceptions and Survey Exceptions, as applicable. If Seller shall notify Purchaser that it is unable or unwilling to cure or remove any Title Exceptions or Survey Exceptions, then Purchaser shall have the option to terminate this Agreement, which shall be exercised within five (5) business days after receipt of such notice, whereupon the Earnest Money will be refunded to Purchaser. If Purchaser does not give such notice of termination within said time, Purchaser shall be deemed to have waived such Title Exceptions and Survey Exceptions. All matters of title and survey as to which Purchaser does not give notice of a Title Exception or Survey Exception within the time period specified above, together with all Title Exceptions and Survey Exceptions, which Purchaser is deemed to have waived pursuant to the preceding sentence, and the lien for current year property taxes not yet due and payable, are referred to collectively herein as the "**Permitted Exceptions.**"

6. **Closing.** Closing (the "**Closing**") will be held upon a date and at a place mutually acceptable to both parties but shall be not later than forty-five (45) days following the expiration of the Feasibility Period. Provided, if Purchaser is unable to proceed with the Closing within such period of time, it may ask the Seller for an extension of up to thirty (30) days on the same terms and conditions contained herein, and Seller may not unreasonably withhold consent to such request.

7. **Conditions to Closing.** The following are conditions to Closing:

(a) Purchaser must receive an incentive package ("**Incentives**") that is satisfactory to Purchaser in its sole discretion.

(b) Closing shall be subject to the approval by Richland County Council of a Fee-In-Lieu of *Ad Valorem* Taxes and Incentive Agreement in a form reasonably acceptable to Purchaser.

(c) **[RESERVED]**

In the event any of these conditions are not met, Purchaser may terminate this Agreement and the Earnest Money shall be returned to Purchaser.

8. **Seller's Deliveries.** At Closing Seller agrees to execute and deliver to Purchaser the following:

(a) Settlement Statement. A settlement statement reflecting the Purchase Price, prorations and closing costs as provided in this Agreement.

(b) Deed. A limited warranty deed, subject to the Permitted Exceptions.

(c) Assignment of Permits and Licenses. An Assignment of Permits and Licenses which shall include any assignable permits issued in connection with the Property and any transferrable licenses or permits relating to the Property or the use or operation thereof.

(d) No Lien Affidavit. An affidavit and indemnification agreement, for the benefit of Purchaser and Purchaser's title insurance company (in the form required by the title insurance company), that there are no amounts owed for labor, materials or services with respect to the Property.

(e) Owner's Affidavit. An affidavit and indemnification agreement, for the benefit of Purchaser and Purchaser's title insurance company (in the form required by the title insurance company), that there are no tenants or others claiming interests in the Property.

(f) Residency Certificates. Certificates, certifying under oath, that the Seller is not a "non-resident" within the meaning of S.C. Code § 12-8-580 nor a "foreign person" as defined in Section 1445 of the U.S. Internal Revenue Code. In the event Seller fails to deliver the certificates referred to above or fails to provide evidence suitable to Purchaser of exemption from the S.C. and IRS Code Sections referenced above, Purchaser shall deduct and withhold from the cash portion of the purchase price the amounts required by said Code Sections and remit said amounts with the required forms to the Internal Revenue Service and the South Carolina Department of Revenue, as applicable, and Purchaser shall receive a credit against the cash portion of the purchase price for the amounts so withheld.

(g) Authority. Documents reasonably satisfactory to Purchaser evidencing Seller's authority to consummate the transactions contemplated by this Agreement.

(h) Other Documents. Other seller's closing documents as customarily required for South Carolina real estate closings, consistent with the terms hereof.

9. **Purchaser's Deliveries.** At Closing Purchaser agrees to execute and deliver to Seller the following:

(a) Settlement Statement. A settlement statement reflecting the Purchase Price, prorations and closing costs as provided in this Agreement.

(b) Balance of the Purchase Price. The balance of the Purchase Price, as adjusted as set forth herein, by federal wire, wire transfer of funds, or by cashier's check or attorney escrow check.

(c) Other Documents. Other Purchaser's closing documents as customarily required for South Carolina real estate closings, consistent with the terms hereof.

10. **Closing Costs, Taxes and Assessments.** Each of the parties shall pay its own attorney's fees and other expenses arising from this transaction. Seller shall pay for preparation of the deed. Seller shall pay all state, county and local transfer taxes and fees on the deed. Purchaser shall pay for recording costs on the deed. Any and all general and special assessments against the Property shall be paid in full by Seller prior to or at closing. Because the Seller is the taxing authority, ad valorem taxes will not be assessed on the Property until 2023.

11. **Warranties and Representations.** Seller warrants and represents to Purchaser that, to the best of Seller's knowledge:

(a) No person, firm or entity has any rights in or rights to acquire all or any part of the Property and there is no outstanding agreement to sell all or any part of the Property, to any other person, firm, or entity.

(b) There is no pending, threatened or contemplated condemnation proceedings affecting the Property.

(c) No portion of the Property has ever been used as a landfill or as a dump to receive garbage, refuse, waste, or fill material whether or not hazardous, and there are and have been no Hazardous Substances (as hereinafter defined) stored, handled, installed or disposed in, on or about the Property or any other location with the vicinity of the Property. As used in this agreement, the term "Hazardous Substances" means such materials, waste, contaminants, or other substances defined as toxic, dangerous to health or otherwise hazardous by cumulative reference to the following sources as amended from time to time: (i) the Resource Conservation and Recovery Act of 1976, 42 USC § 6901 et. seq. ("RCLA"); (ii) the Hazardous Materials Transportation Act, 49 USC § 1801, et. seq.; (iii) the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 USC § 9601 et. seq. ("CERCLA"); (iv) applicable laws of the jurisdiction where the Property is located, and (v) any federal, state or local statutes, regulations, ordinances, rules or orders issued or promulgated under or pursuant to any of those laws or otherwise by any department, agency or other administrative, regulatory or judicial body.

(d) Seller has full power and authority to enter into and perform its obligations under this Agreement.

(e) The performance of Seller's obligations under this Agreement will not constitute a default under any agreement, order, judgment, or instrument to which Seller is subject or by which it may be bound.

12. **Confidentiality.** Each party acknowledges that many of the terms of this Agreement are accommodations by the other party and that either party may be damaged by disclosure of such terms and provisions, including the Purchase Price and all other financial terms, to third parties. The negotiations and terms herein shall remain confidential among Seller and Purchaser and shall be deemed “Confidential Information,” provided that Purchaser and Seller may disclose the terms of the proposed transaction to their directors, officers, partners, employees, legal counsel, accountants, lenders, potential lenders, investors, potential investors, engineers, architects, financial advisors and similar professionals and consultants (collectively the “Representatives”) to the extent deemed necessary or appropriate in connection with the transaction contemplated hereunder. Notwithstanding anything contained herein to the contrary, the Purchaser’s Representatives, Seller and Seller’s Representatives shall have the right to communicate with (i) state and local governmental agencies in connection with Purchaser’s seeking of Incentives, grants and other tax benefits related to the proposed operation of Purchaser’s business at the Property, as well as Purchaser’s due diligence investigations of the Property, and (ii) any other third parties necessary for the satisfaction of the Conditions of Closing provided the Purchaser’s name shall not be used by Seller or Seller’s representatives without the consent of Purchaser. Unless and until the transaction contemplated by this Agreement shall close, Purchaser shall also keep confidential all documents, reports and information concerning the Property obtained from Seller or through the due diligence investigation of the Property by Purchaser or its agents, except to the extent permitted above. The provisions of this Section 12 shall survive any termination of this Agreement or the Closing (as applicable). Provided, nothing in this paragraph shall preclude the County from complying with its obligations with the South Carolina Freedom of Information Act. The County shall ensure this Agreement remains exempt from disclosure pursuant to S.C. Code § 30-4-40(a)(5)(b).

The County shall not issue a press release or public announcement regarding the Purchaser or Purchaser’s proposed investment in the County except in cooperation with and upon the agreement of Purchaser.

13. **Default and Remedies.**

(a) **Purchaser Default.** In the event Purchaser fails or refuses to perform any one or more of Purchaser’s covenants, duties, agreements or obligations under this Agreement or is otherwise in default under this Agreement, which breach or default is not cured within ten (10) days after written notice of same has been delivered to Purchaser, such event, action or inaction shall entitle Seller, as Seller’s sole and exclusive remedy, to terminate this Agreement and receive the Earnest Money from Escrow Agent as full liquidated damages. The parties hereby acknowledge that it is impossible to more precisely estimate the specific damage to be suffered by Seller, and the Parties expressly acknowledge and intend that this provision shall be a provision for the retention of earnest money and not as a penalty.

(b) **Seller Default.** In the event of default by Seller under the terms of this Agreement, which breach or default has not been cured within ten (10) days after written notice of such has been delivered to Seller, Purchaser may (a) terminate this Agreement and receive a refund of the Earnest Money and be reimbursed for expenses up to the amount of \$75,000.00 or (b) avail itself of the equitable remedy of specific performance.

14. **Remedies.** If Purchaser or Seller default on any of their respective obligations under this Agreement, they shall have those remedies available under South Carolina law.

15. **Destruction or Condemnation.** If, prior to Closing, all or any part of the Property is damaged by fire, water or any other casualty or is taken or threatened to be taken by eminent domain and the cost of restoration or diminution of value exceeds \$50,000, Seller shall provide written notice thereof to Purchaser and Purchaser may elect to cancel this Agreement by written notice thereof to Seller. In the event that Purchaser shall so elect, both parties shall be relieved and released from any further liability hereunder, and Purchaser shall be entitled to a refund of the Earnest Money together with any interest earned thereon. Unless this Agreement is so cancelled, it shall remain in full force and effect and, at Purchaser's option, the Seller either shall assign, transfer and set over to Purchaser all of the Seller's right, title and interest in and to any insurance proceeds or awards that may be made for such casualty or taking (and Seller will pay any insurance deductible applicable to the casualty insurance), or Seller shall agree with Purchaser for a reduction in the Purchase Price based on the extent of casualty or taking.

16. **Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. This Agreement may be assigned by Purchaser to an affiliated company, but otherwise shall not be assigned without the prior written consent of Seller.

17. **Commissions.** Each party represents and warrants that it has not contracted for or is otherwise subject to any claim for brokerage commissions or similar fees and agrees to indemnify and hold harmless the other against any such claim arising from the indemnitor's actions.

18. **Entire Agreement.** It is understood and agreed that this Agreement constitutes the entire agreement of the parties, all prior or contemporaneous agreements and representations, whether oral or written, being merged herein and superseded hereby, and neither party shall rely upon any statement or representation made by the other not embodied in this Agreement. The covenants and warranties contained herein shall survive the Closing.

19. **Modification.** This Agreement may not be modified or amended nor shall any of its provisions be waived except by a written instrument signed by Seller and Purchaser.

20. **Possession.** Possession of the Property will be delivered at Closing.

21. **Severability.** In the event any provision in this Agreement shall be held by a court of competent jurisdiction after final appeal (if any) to be illegal, unenforceable or contrary to public policy, then such provision shall be stricken and the remaining provisions of this Agreement shall continue in full force and effect; provided, however, that if such provision embodies a condition of Purchaser's obligation to close, Purchaser may at its option terminate this Agreement and receive a refund of all Earnest Money and any interest thereon.

22. **Time of Essence.** Time is of the essence to the parties with respect to this Agreement and closing of the sale provided for herein.

23. **Paragraph Headings.** The paragraph headings contained herein are for convenience only, and should not be construed as limiting or altering the terms hereof.

24. **Governing Law.** This Agreement shall be construed and enforced according to the laws of the State of South Carolina.

25. **Notices.** All notices and other communication required or permitted to be given to the parties hereto shall be in writing. Any such notice shall be effective as of the date upon which such notice shall have been personally delivered (including personal delivery by Federal Express or other nationally recognized overnight private courier service), or two (2) business days following the date of postmark of any notice deposited in the United States Mail, registered or certified postage prepaid, return receipt requested as follows, or to such other addresses or recipients as the parties entitled thereto shall specify from time to time by notice given in accordance with this section:

IF TO THE SELLER:

Richland County, South Carolina
2020 Hampton Street
Columbia, South Carolina 29204
Attn: County Administrator

With a Copy To (does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202-1509

IF TO THE PURCHASER:

With a Copy To (does not constitute notice):

Haynsworth Sinkler Boyd, P.A.
1201 Main Street, Suite 2200
Columbia, South Carolina 29201-3232
Attn: William R. Johnson

26. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be determined an original, and which shall constitute one and the same Agreement. Electronic signatures shall have the same force and effect as physical signatures, and

copies of signature pages provided through electronic delivery (including but not limited to PDF files) shall be considered the same as original signature pages.

IN WITNESS WHEREOF, this Agreement has been duly signed, sealed and delivered by the parties hereto the day and year first above written.

WITNESSES:

SELLER:

RICHLAND COUNTY, SOUTH CAROLINA

By: _____ (SEAL)

Its:

Date of Seller's Execution: _____, 2022

WITNESSES:

PURCHASER:

By: _____ (SEAL)

Its:

Date of Purchaser's Execution: _____, 2022

EXHIBIT A

Legal Description

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

A RESOLUTION

A RESOLUTION ACKNOWLEDGING THE ACQUISITION OF THE CAROLINA PINES INDUSTRIAL I, LLC, BY CH CAROLINA PINES, LLC AND CONSENTING TO THE TRANSFER OF TO THE FEE IN LIEU OF TAX AGREEMENT WITH RICHLAND COUNTY FROM CAROLINA PINES I, LLC TO CH CAROLINA PINES LLC.

WHEREAS, as of December 14, 2021, Richland County, South Carolina (the “County”) entered into a Fee in Lieu of *Ad Valorem* Taxes and Incentive Agreement (the “Fee Agreement”) with Carolina Pines Industrial I LLC (the “Assignor”) whose rights and the rights of any affiliated company of Assignor will be assigned to CH Carolina Pines, LLC (the “Assignee”) as a part of the purchase by the Assignee of the rights and interests of the Assignor; and

WHEREAS, Humphrey’s Fund I REIT, LLC will own Ninety percent (90%) of the Assignee and the Assignor will obtain a Ten percent (10%) interest in the Assignee in the Project (as defined in the Fee Agreement) and Assignee has asked that the County acknowledge all of the foregoing, and pursuant to Section 8.6 of the Fee Agreement, consent to assignment of the Fee Agreement from Assignor to Assignee.

NOW, THEREFORE, BE IT RESOLVED, by the County Council of the County, in meeting duly assembled, that the County hereby acknowledges the transfer from Assignor to Assignee as described herein and consents to the assignment of the Fee Agreement by Assignor to Assignee. The County further acknowledges that the Fee Agreement and all other documents related thereto are deemed to be in the name of and running fully to the benefit of Assignee as if originally executed in its name.

This Resolution shall take effect immediately on enactment, with retroactive recognition and ratification of the events described herein, respectively.

Done in meeting duly assembled this the ___ day of April, 2022

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to County Council,
Richland County, South Carolina

39593531.2

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

A RESOLUTION

A RESOLUTION (1) APPROVING THE ASSIGNMENT TO EXETER 1080 JENKINS BROTHERS (2020), LLC OF ALL THE RIGHTS, INTERESTS, AND OBLIGATIONS OF MID-SOUTH 1080 JENKINS BROTHERS (SC), LLC (F/K/A EXETER 1080 JENKINS BROTHERS, LLC) (“MID-SOUTH”) UNDER THAT CERTAIN FEE AGREEMENT BETWEEN MID-SOUTH AND RICHLAND COUNTY, SOUTH CAROLINA (“FEE AGREEMENT”), (2) AUTHORIZING THE COUNTY’S EXECUTION AND DELIVERY OF AN ASSIGNMENT AND ASSUMPTION OF FEE AGREEMENT IN CONNECTION WITH SUCH ASSIGNMENT; AND (3) AUTHORIZING OTHER MATTERS RELATED THERETO.

WHEREAS, Richland County, South Carolina (the “County”), acting by and through its County Council (“County Council”), under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 12, Chapter 44 of the Code (the “Negotiated FILOT Act”), as well as by an Ordinance duly enacted by the County Council on or around June 23, 2011, did previously enter into that certain Fee Agreement, dated as of June 23, 2011 (the “Fee Agreement”), with Mid-South 1080 Jenkins Brothers (SC), LLC, a Delaware limited liability company, and formerly known as Exeter 1080 Jenkins Brothers, LLC (“Mid-South”) pursuant to which the County agreed to provide certain incentives with respect to certain real and personal property more particularly described in the Fee Agreement (collectively, the “Fee Property”); and

WHEREAS, pursuant to one or more transactions involving Mid-South and Exeter 1080 Jenkins Brothers (2020), LLC, a Delaware limited liability company (the “Company”) on or about January 29, 2021 (the “Transfer Date”), Mid-South conveyed all of Mid-South’s right, title, and interest in and to the Fee Property to the Company (the “Transfer”) and, Mid-South desires to assign to the Company, and the Company desires to assume from Mid-South, effective as of the Transfer Date, all of Mid-South’s obligations, rights, title, and interest in, to, and under the Fee Agreement (the “Assignment”); and

WHEREAS, pursuant to Section 4.12 of the Fee Agreement, Mid-South may assign or otherwise transfer any of its rights and interest in the Fee Agreement under certain conditions set forth therein including, but not limited to, the prior consent, or subsequent ratification, of the County, which such consent or ratification may be given by resolution; and

WHEREAS, in satisfaction of such conditions, and upon request by Mid-South and the Company, the County desires to approve the Assignment and as further evidence of such approval, to execute and deliver an Assignment and Assumption of Fee Agreement with Mid-South and the Company, the substantially final form of which is attached hereto as Exhibit A (the “Assignment and Assumption Agreement”); and,

WHEREAS, it appears that the Assignment and Assumption Agreement now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT RESOLVED by the County Council as follows:

Section 1. Approval of Assignment. The County hereby approves the Assignment as of the Transfer Date and acknowledges that, to the extent required by the Fee Agreement, this Resolution is an official ratification of the Assignment for purposes of Section 4.12 of the Fee Agreement. The Assignment will be effective as of the Transfer Date, following delivery of an executed Assignment and Assumption Agreement, which such Assignment and Assumption Agreement is to be substantially in the form attached

hereto as Exhibit A and hereby approved, or with such revisions thereto as are not materially adverse to the County and as shall be approved by the officials of the County executing the same.

Section 2. Authorization. The County Council authorizes the Chairman of the County Council, the County Administrator, and the Clerk to County Council, for and on behalf of the County, to execute the Assignment and Assumption Agreement and further authorizes the Chairman of County Council and the County Administrator to take whatever further actions as may be reasonably necessary and prudent to effect this Resolution.

Section 3. Severability. Should any part, provision, or term of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Resolution or any part, provision or term thereof, all of which is hereby deemed separable.

Section 4. Repealer Clause. All orders, resolutions, or any parts of either, in conflict with this Resolution are, to the extent of that conflict, repealed. This Resolution is effective and remains in effect as of its adoption by the County Council.

[End of Resolution]

APPROVED AND ADOPTED IN A MEETING THIS 19TH DAY OF APRIL, 2022.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman
Richland County Council

Clerk to Council
Richland County Council

EXHIBIT A

Form of Assignment and Assumption of Fee Agreement

See attached.

**ASSIGNMENT AND ASSUMPTION
OF FEE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF FEE AGREEMENT (this “Assignment and Assumption Agreement”) is made and entered into to be effective as of the Transfer Date (as defined below), by and among Mid-South 1080 Jenkins Brothers (SC), LLC, a Delaware limited liability company, and formerly known as Exeter 1080 Jenkins Brothers, LLC (“Assignor”), Exeter 1080 Jenkins Brothers (2020), LLC, a Delaware limited liability company (“Assignee”), and Richland County, South Carolina, a body politic and corporate, and a political subdivision of the State of South Carolina (the “County”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 12, Chapter 44 of the Code (the “Negotiated FILOT Act”), as well as by an Ordinance duly enacted by the County Council on **[June 23, 2011]**, did previously enter into that certain Fee Agreement, dated as of June 23, 2011 (the “Fee Agreement”), with Assignor pursuant to which the County agreed to provide certain incentives with respect to certain real and personal property more particularly described in the Fee Agreement (collectively, the “Fee Property”); and

WHEREAS, pursuant to one or more transactions involving Assignor and Assignee on or about January 29, 2021 (the “Transfer Date”), Assignor conveyed all of Assignor’s right, title, and interest in and to the Fee Property to Assignee (the “Transfer”) and, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, effective as of the Transfer Date, all of Assignor’s obligations, rights, title, and interest in, to, and under the Fee Agreement (the “Assignment”); and

WHEREAS, pursuant to Section 4.12 of the Fee Agreement, Assignor may assign or otherwise transfer any of its rights and interest in the Fee Agreement under certain conditions set forth therein including, but not limited to, the prior consent, or subsequent ratification, of the County, which such ratification was granted by the County by a Resolution of the County Council dated April 19, 2022 (the “Resolution”); and

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Transfer, Assignment and Assumption. Assignor and Assignee each acknowledge and represent that, pursuant to the Transfer, and effective as of the Transfer Date, all of Assignor’s rights, title, and interest in and to the Fee Property have been transferred to Assignee and its successors and assigns, absolutely and forever, and, in connection therewith, Assignor does hereby assign, and Assignee does hereby assume, all of Assignor’s obligations, rights, title, and interest in, to, and under the Fee Agreement as of the Transfer Date.

2. Acknowledgement of the County. The County hereby re-acknowledges and re-confirms its ratification of the Assignment as set forth in the Resolution, to be effective as of the Transfer Date. The County hereby re-acknowledges that the Fee Property, the Fee Agreement, and all of Assignor’s obligations, rights, title, and interest in, to, and under the Fee Property and the Fee Agreement have been transferred to and assumed by Assignee as of the Transfer Date.

3. Representations and Warranties. Assignee hereby represents and warrants that, to the best of Assignee’s knowledge, neither Assignor nor Assignee is in default under the Fee Agreement and that all obligations of Assignor and Assignee under the Fee Agreement have been satisfied as of the Transfer Date.

The County hereby represents that, to the best of the County's knowledge, (i) all obligations of Assignor under the Fee Agreement have been satisfied as of the Transfer Date, and (ii) Assignor is not in default under the Fee Agreement.

5. Notices. From and after the Transfer Date, the parties hereto agree that the address to be utilized with respect to Assignee under Section 5.1 of the Fee Agreement shall hereafter be as follows:

Exeter 1080 Jenkins Brothers (2020), LLC
Five Radnor Corporate Center
100 Matsonford Road, Suite 250
Radnor, PA 19087
Attention: J. Peter Lloyd
Email: plloyd@eqtexeter.com

With a Copy To: Nexsen Pruet, LLC
1230 Main Street, Suite 700
Columbia, South Carolina 29201
Attention: Tushar Chikhliker
Email: tushar@nexsenpruet.com

6. Amendment. This Assignment and Assumption Agreement may be amended, modified or supplemented, and any provision hereof may be waived, only by written agreement of the parties hereto.

7. Governing Law. This Assignment and Assumption Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of South Carolina.

8. Successors and Assigns. This Assignment and Assumption Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment and Assumption Agreement is not intended and shall not be deemed to confer upon or give any person, except the parties hereto and their respective successors and permitted assigns, any remedy, claim, liability, reimbursement, cause of action or other right under or by reason of this Assignment and Assumption Agreement.

9. Severability. In the event that any clause or provisions of this Assignment and Assumption Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect the remaining provisions hereof.

10. Counterparts; Electronic Signature. This Assignment and Assumption Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become binding when one or more of the counterparts have been signed by each of the parties and delivered to the other party. Signature pages may be delivered with original signatures or by photostatic reproduction, telephonic facsimile transmission, email or other electronic transmission or other similar means whereby each original signature has been reproduced (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g. www.docuSign.com), and all reproduced signatures shall be deemed "electronic signatures" and equivalent to an original signature for all purposes.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Assignor, Assignee, and the County have caused this Assignment and Assumption of Fee Agreement to be executed as of the Transfer Date.

COUNTY:

Richland County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina

Chairman
Richland County Council

ATTEST:

Clerk to Council
Richland County Council

ASSIGNOR:

Mid-South 1080 Jenkins Brothers (SC), LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

Exeter 1080 Jenkins Brothers (2020), LLC,
a Delaware limited liability company

By: Exeter Operating Partnership V, L.P.,
a Delaware limited partnership,
its sole member

By: Exeter Operating Partnership V GP LLC,
a Delaware limited liability company,
its sole general partner

By: Exeter Industrial REIT V LLC,
a Delaware limited liability company,
its sole member

By: _____
Name: J. Peter Lloyd
Title: Vice President

Richland County Council Request for Action

Subject:

Administrator's Office - Pawmetto Lifeline Request

Notes:

March 22, 2022 – The Administration & Finance Committee recommended Council approve donating the County's portion of the building and property to Pawmetto Lifeline.

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Ashiya A. Myers	Title:	Assistant to the County Administrator
Department:	Administration	Division:	Click or tap here to enter text.
Date Prepared:	March 10, 2022	Meeting Date:	March 22, 2022
Legal Review	Patrick Wright via email	Date:	March 16, 2022
Budget Review	Abhijit Deshpande via email	Date:	March 15, 2022
Finance Review	Stacey Hamm via email	Date:	March 15, 2022
Approved for consideration:	County Administrator	Leonardo Brown MBA, CPM	
Committee	Administration & Finance		
Subject:	Pawmetto Lifeline - Request		

RECOMMENDED/REQUESTED ACTION:

Staff seeks direction from the Council regarding the request to donate its portion of the building and property to Pawmetto Lifeline.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Richland County invested \$1.5 million for the construction of the Meyer Finlay Pet Adoption Center. Lexington County owns 100% of the land and 50% of the facility; Richland County owns the other 50% of the facility. Richland County does not provide any ongoing operational funding for the Pawmetto Lifeline budget.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	Click or tap here to enter text.
Meeting	Click or tap here to enter text.
Date	Click or tap here to enter text.

STRATEGIC & GENERATIVE DISCUSSION:

Via correspondence dated February 11, 2022, Pawmetto Lifeline has requested Richland County donate its portion of the Meyer Finlay Adoption Center. The adoption center is ten years old and is need of renovations and upgrades to meet the demands of the community and changes in its mission.

By donating its portion of the building, the County will prevent Pawmetto Lifeline from seeking funding from the County in the future for upgrades and renovations to the property.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Click or tap here to enter text.

ATTACHMENTS:

1. Correspondence - Pawmetto Lifeline

Board of Trustees

Date: February 11, 2022

Executive Committee

Deloris Mungo
Chair Emeritus
Dr. Merri Gandhi
Chair
Cindee Bailey
Tai MacIlwain
Co-Vice Chairs
Eddie Bignon
Finance Chair
Dr. Davinder Guram
Nominations Chair
Vera Summers
Secretary
Stewart Mungo
Executive Member
Denise Wilkinson
CEO & Executive
Member
The

To: Overture Walker, Richland County Council Chair
Leonardo Brown, Richland County Administrator

Re: COUNTY REQUEST

Who are we?

Pawmetto Lifeline is a not-for-profit animal welfare organization that was founded in 1999. Its co-founders are Deloris and Stewart Mungo.

The organization started out partnering in an unofficial capacity and later entered an official partnership with both Lexington and Richland Counties in 2008. Pawmetto Lifeline originally asked for a “grant for construction.” Richland County Council was agreeable at the time to grant the funding. Lexington County was pressed by another Lexington County based not for profit to split the funding. This caused Council to change the agreement to be as it is today. The agreement requires the following services annually:

- o **1200 annual adoptions**
- o **500 free spay/neuter surgeries annually to residents of Richland County**
- o **Humane Educational Programs for Children and high-risk communities**

Part of the final agreement was Pawmetto Lifeline and both counties would be equal investors putting up \$1,000,000 to construct the new Adoption Medical and Education Center on Bower Parkway. Pawmetto Lifeline also invested an additional \$500,000 to upfit the facility for operations.

Pawmetto Lifeline has provided 1,000 free surgeries annually to residents of Richland County and Lexington County since opening the building on March 7, 2012 for a **total of 25,961 free surgeries**. The value of those services are **\$1.9 million**.

Since the opening of the facility, the organization has pulled **23,483 dogs and cats** from the two shelters and provided all medical services to those animals at no charge to the counties. **The value of these services is \$8,219,000.**

Annually the organization vaccinates over **35,000 dogs and cats**.

The Spay/Neuter Clinic is providing **OVER 12,000 surgeries a year to** dogs and cats.

The annual operational budget is \$6,000,000. (The county does not provide any ongoing operational funds for the Pawmetto Lifeline budget.)

GENEROSITY
*of people like you
is essential for us to
successfully increase
the degree of assistance
we can give to homeless
pets,
as well as pet guardians.*

Trustees

Joseph Berry
Vicki Bignon
Carlynn Cary
Cara Crotty
Janice Dinkel
Natasha Drozdak
Patricia Fortson
Dr. Davinder Guram
Janet Hopkins
Lou Kennedy
Alicia McAngus
Mark Moore
Eric Wells

Honorary Trustees

Charlotte Berry
Fowler Cary
posthumously
Chris Goodall
Peggy McMaster Austin
Meyer
Lane Myer
Cindy Nord, PhD
Bernice Scott



Problem:

The Meyer Finlay Pet Adoption Center is now ten years old. With housing over 150 animals daily in the facility and performing over 12,000 surgeries a year, the building is in need of upgrades/renovations.

While our community has greatly changed over the last ten years, so have the needs of companion pets and families. When we were founded, the Lexington and Richland Shelters were taking in over 20,000 homeless pets and euthanizing over 90% of those pets. (18,000 pets annually were being euthanized in the Richland/Lexington Shelters.) Now the two shelters are taking in less than 7500 pets and euthanizing 15% (1125) of the homeless pets.

THIS PARTERSHIP HAS BEEN A HUGE SUCCESS! WE HAVE ACHIEVED THE GOALS IN THE CONTRACT FAR QUICKER THAN EXPECTED AS IS EVIDENT WITH YOUR SHELTER INTAKE NUMBERS AND EUTHANASIA DATA.

Request:

As the organization continues to evolve to meet the needs of the community, we are asking Richland County to donate its portion of the building and property to Pawmetto Lifeline.

The community and its companion pets' needs are far different in 2022 than in 2008. We need to update the facility to reflect the changes in our mission based on the success of the past 10 years. Supporting families and pets with food, medical services and pet retention is now a huge priority. The goal is pets never enter your shelter.

By funding this request the County will allow the organization to upgrade and renovate the building to better serve the community. A major project with the renovations includes solar panels which will impact energy usage. Your support of this request will prevent the organization from seeking funding from the county in the future for upgrades/renovations of the property which is currently owned by the two counties. While Pawmetto Lifeline was an equal investor in the construction of the building, we own no part of the building.

Thank you for your consideration.

Denise D. Wilkinson, CEO
Pawmetto Lifeline

**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Quinton Epps	Title:	Division Manager
Department:	Community Planning & Development	Division:	Conservation
Date Prepared:	March 14, 2022	Meeting Date:	April 19, 2022
Legal Review	Patrick Wright via email	Date:	March 30, 2022
Budget Review	Abhijit Deshpande via email	Date:	April 4, 2022
Finance Review	Stacey Hamm via email	Date:	March 22, 2022
Approved for consideration:	Assistant County Administrator	Aric A Jensen, AICP	
Committee	Administration & Finance		
Subject:	Conservation Land Purchase		

RECOMMENDED/REQUESTED ACTION:

Richland County Conservation Commission (RCCC) requests County Council (Council) approve the final purchase agreement for 59.99 acres (R24600-01-33) adjacent to existing county owned property for conservation and recreational purposes and authorize the necessary budget transfers to complete the purchase as described below.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Funds are currently available in the RCCC budget from Acquisitions (1209451000-5301000) \$145,225.00 and (1209451000-526500) Professional Services \$161,460.50 for the total appraised value of \$305,000.00, plus \$1,685.50 from (1209451000-526500) Professional Services in closing costs for a total of \$306,685.50. This will require a budget transfer from 1209451000-536500 Professional Services to 1209451000-5301000 Acquisitions to complete the purchase.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

At its 08 February 2022 Special Called meeting, County Council affirmed the Development & Services committee’s recommendation to approve the final purchase agreement for 60 acres.

Council Member	The Honorable Chakisse Newton, District 11
Meeting	Special Called
Date	February 8, 2022

STRATEGIC & GENERATIVE DISCUSSION:

At its February 8, 2022 Special Called Meeting, County Council approved for the Conservation Division to negotiate the purchase of the 59.99 acre subject parcel (R24600-01-33) for conservation purposes. Staff has completed negotiations and requests approval to execute the attached purchase agreement for the appraised value of \$305,000.00, plus \$1,685.50 for closing costs for a total of \$306,685.50. The appraisal was conducted by SC Appraisal Service, LLC, at the request of Conservation Division staff.

The property is adjacent to approximately 512 acres of existing conservation property which contains approximately 9,800 linear feet of stream, and 145 acres of floodplains and wetlands for conservation purposes. The purchase of the additional property will add approximately 30 acres of floodplains and wetlands, and 3,426 linear feet of stream to this conservation area. Because it is adjacent to and in-between existing conservation property and within one of the RCCC's priority conservation areas, this purchase will greatly enhance conservation areas within this watershed. 2021 property taxes were \$184.00. See below for a list of additional property details:

A property name or designator:	R24600-01-33; Cabin Branch area
Property Address:	No address - Air Base Rd
Acreage, plus or minus:	59.99 acres
Intended Use:	Conservation
Total acquisition cost:	\$305,000.00 Contract Sales Price \$1,685.50 Settlement Charges \$700.00 Appraisal \$307,385.50 total
Total cost to Use the real property:	None
Any related costs required to prepare the real property for its intended use, such as major or incidental construction or renovation, site preparation, professional fees, and utility connection fees	None
Funding Source:	½ mil funds from the RCCC
Due Diligence Period Expires:	April 8, 2022
Closing Date:	April 8, 2022
“Point of No Return” Date:	April 8, 2022

ADDITIONAL COMMENTS FOR CONSIDERATION:

Click or tap here to enter text.

ATTACHMENTS:

1. R24600-01-33 Appraisal.pdf
2. General Area Map.pdf
3. Parcel Area Map.pdf
4. Myers Cabin Branch Watershed Map.pdf
5. HUD Settlement Statement.pdf
6. ALTA Commitment.pdf
7. Purchase Agreement 14 March 22

SC APPRAISAL SERVICE LLC
 PO BOX 210545
 COLUMBIA, SC 29221-0545
 803-798-8621
 74-3073556

INVOICE	09/24/2021 DATE	C2173026 FILE NUMBER	246000133 CASE NUMBER
----------------	--------------------	-------------------------	--------------------------

Client: Richland County
 2020 Hampton Street
 3rd Floor, Rm 3063A
 Columbia, SC 29204

Item	Total
------	-------

APPRAISAL FEE FOR SERVICES RENDERED	\$ 700.00
-------------------------------------	-----------

Intended User: UNKNOWN
 Air Base Road R24600-01-33
 Hopkins, SC 29061-8764
 PR E-170 Crop Land - C3

Total: \$ 700.00

Please detach and include the bottom portion with your payment... Thank You!

Inv Date	Insp Date	Appraiser	Client Case #	File #	Client Phone #
09/24/2021	08/11/2021	JAMES T. WHEAT		C2173026	

FROM:

Richland County
 2020 Hampton Street
 3rd Floor, Rm 3063A
 Columbia, SC 29204

PROPERTY:

Intended User: UNKNOWN
 Air Base Road R24600-01-33
 Hopkins, SC 29061-8764

Amount Due

\$ 700.00

TO:

Attention:

SC APPRAISAL SERVICE LLC
 PO BOX 210545
 COLUMBIA, SC 29221-0545

Amount Enclosed

\$ _____

Balance Due upon receipt of Invoice
 Please return this portion with your payment. Thank You!

LAND APPRAISAL REPORT

246000133
File No. C2173026

IDENTIFICATION

Owner Horrell Hill Partnership Census Tract 119.01 Map Reference Richland Cty
 Property Address Air Base Road R24600-01-33
 City Hopkins County Richland State SC Zip Code 29061-8764
 Legal Description PR E-170 Crop Land - C3
 Sale Price \$Unknown Date of Sale Unknown Property Rights Appraised Fee Leasehold De Minimis PUD
 Actual Real Estate Taxes \$184.00 (yr.)
 Client Richland County Address 2020 Hampton Street, 3rd Floor, Rm 3063A, Columbia, SC 29202
 Occupant Vacant Appraiser JAMES T. WHEAT Instructions to Appraiser Est market Value
 Intended User: UNKNOWN Intended Use: Estimate of Market Value

NEIGHBORHOOD

Location	<input type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input checked="" type="checkbox"/> Rural	Good	Avg.	Fair	Poor
Built Up	<input type="checkbox"/> Over 75%	<input checked="" type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Growth Rate	<input type="checkbox"/> Fully Dev.	<input type="checkbox"/> Rapid	<input type="checkbox"/> Steady	<input checked="" type="checkbox"/> Slow	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Values	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 4-6 Mos.	<input type="checkbox"/> Over 6 Mos.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Present Land Use	<u>20</u> % 1 Family	<u>80</u> % 2-4 Fam	<u>0</u> % Apts.	<u>0</u> % Condo	<u>0</u> % Commercial	<input type="checkbox"/>	<input type="checkbox"/>
100.000000	<u>0</u> % Industrial	<u>0</u> % Vacant	<u>0</u> %	<u>0</u> %	<u>0</u> %	<input type="checkbox"/>	<input type="checkbox"/>
Change in Present Land Use	<input type="checkbox"/> Not Likely	<input type="checkbox"/> Likely (*)	<input checked="" type="checkbox"/> Taking Place (*)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	(*) From <u>Undeveloped</u> To <u>Developed</u>			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<u>0</u> % Vacant	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Single Family Price Range	<u>\$ 95,000</u> to <u>\$ 350</u>	Predominant Value <u>\$ 275</u>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Single Family Age	<u>85</u> yrs.	Predominant Age <u>55</u> yrs.		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise) No unfavorable factors that adversely effect marketability observed. The subject is in the Horrell Hill Area of S C.

SITE

Dimensions See Attached Plat information = 60.00 ac Corner Lot
 Zoning Classification T-1 & Crop Land C-3 RU Present improvements do do not conform to zoning regulations
 Highest and best use: Present use Other (specify) Undeveloped
 Elec. Public Other (Describe) _____
 Gas Individual
 Water _____
 San. Sewer Individual
 Underground Elect. & Tel.
 OFF SITE IMPROVEMENTS
 Street Access: Public Private
 Surface Asphalt
 Maintenance: Public Private
 Storm Sewer Curb/Gutter
 Sidewalk Street Lights
 Topo Gradual Slope
 Size Larger than typical, Not adverse.
 Shape Somewhat Rectangular
 View Agriculture/Woods/Avg
 Drainage Unknown
 Is the property located in a HUD Identified Special Flood Hazard Area? No Yes
 Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) Site is irregular, somewhat triangular, in size and shape; Majority of topography is limited for single-family residential development.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

For the Market Data Analysis See grid below. See narrative attachment.

ITEM	Subject Property	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	Air Base Road Hopkins, SC 29061-8764	5416 Cabin Creek Rd Hopkins S C 2906-19745		116 Rail Farm Ct Hopkins S C 29061-		Cabin Creek,tm#24500/06/10 Hopkins S C 29061-	
Proximity to Subj.		1.53 miles SW		2.88 miles S		1.44 miles S	
Sales Price	\$ Unknown	\$ 40,000		\$ 19,900		\$ 95,000	
Price	\$ Unknown	\$ 5,747		\$ 2,775		\$ 6,432	
Data Source	Richland Cty	CMLS/Pub Rec/Fd Obs		CMLS/Pub Rec/Fd Obs		CMLS/Pub Rec/Fd Obs	
Date of Sale and Time Adjustment	None	None		None		None	
Location	Rural	Rural		Rural		Rural	
Site/View	Timber View	Timber View		Pastural View		Pastural View	
Site Area	60.00 ac	6.96 Acres +265,200		7.17 acres +264,150		14.77 acres +226,150	
Sales or Financing Concessions							
Net Adj. (Total)		<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 265,200		<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 264,150		<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 226,150	
Indicated Value of Subject		Gross 663.0% Net 663.0% \$ 305,200		Gross 1327.4% Net 1327.4% \$ 284,050		Gross 238.1% Net 238.1% \$ 321,150	

Comments on Market Data: All sales comparisons used are closed sales. Appropriate adjustments have been made for observed differences and were extracted from the market.

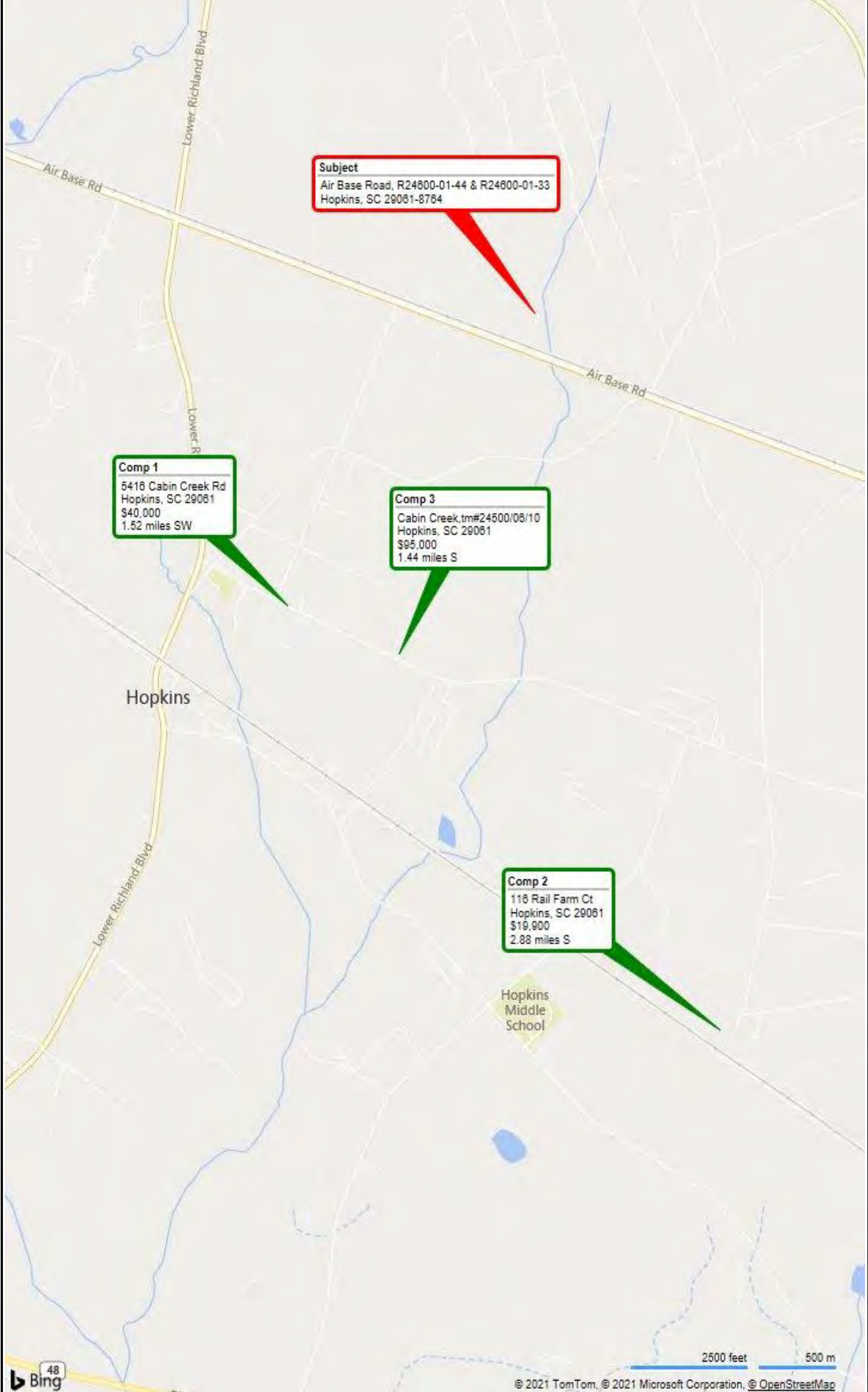
RECONCILIATION

Comments and Conditions of Appraisal: Sale comparisons are closed sales, located in the same market area, and have similar conditions. Environmental factors that typically have a negative influence on value were not observed or known. Site adjustments based on \$5,000/acre.

Final Reconciliation: The market approach is the best indicator of value, which shows the typical buyer and seller reaction in the marketplace.

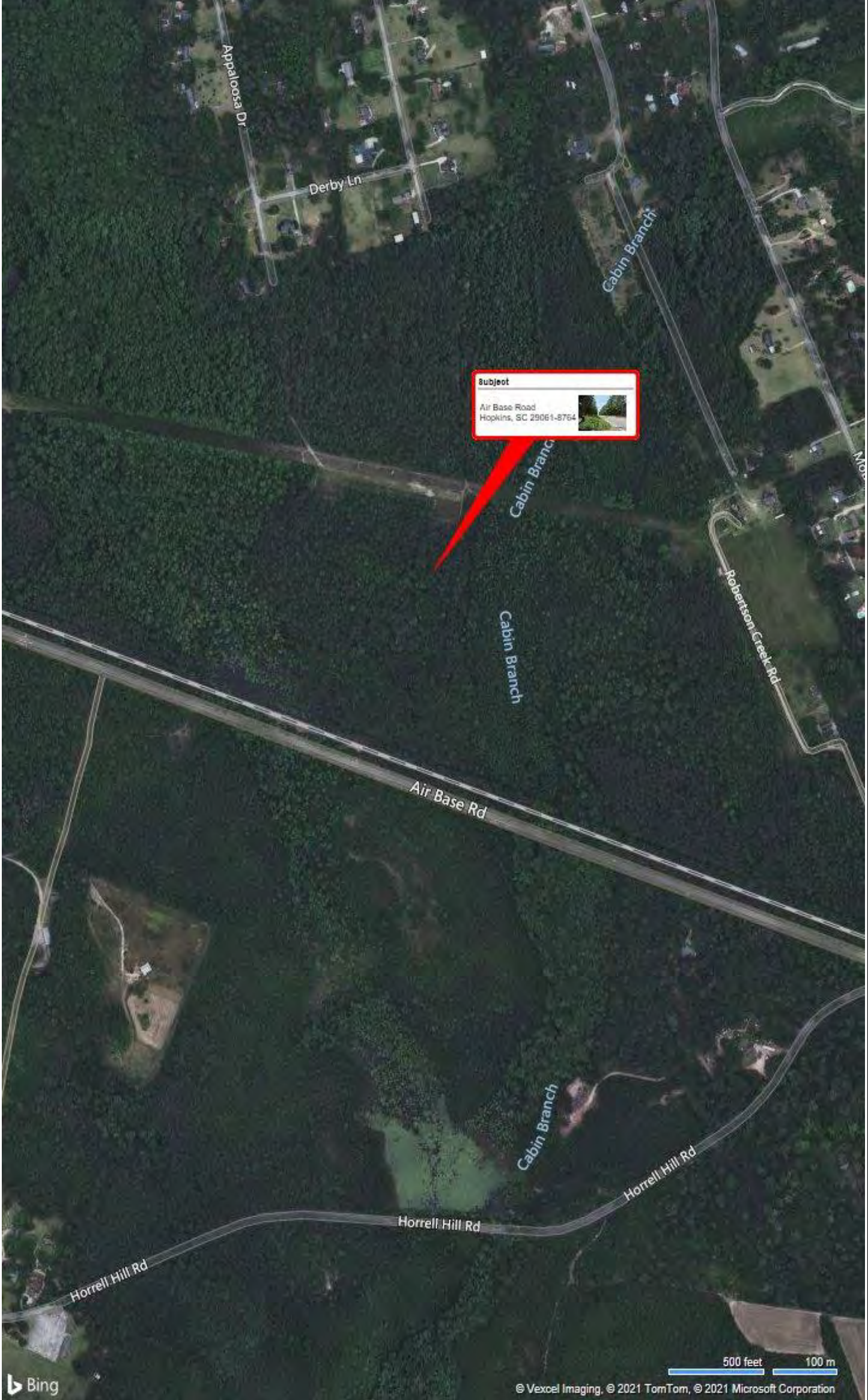
Location Map

Intended User	UNKNOWN						
Property Address	Air Base Road R24600-01-33						
City	Hopkins	County	Richland	State	SC	Zip Code	29061-8764
Client	Richland County						



Aerial

Intended User	UNKNOWN						
Property Address	Air Base Road R24600-01-33						
City	Hopkins	County	Richland	State	SC	Zip Code	29061-8764
Client	Richland County						



FLOOD MAP

Intended User	UNKNOWN		
Property Address	Air Base Road R24600-01-33		
City	Hopkins	County	Richland
		State	SC
		Zip Code	29061-8764
Client	Richland County		



Flood Zones

- Areas inundated by 100-year flooding
- Areas inundated by 500-year flooding
- Areas of undetermined but possible flood hazards
- Floodway areas with velocity hazard
- Floodway areas
- COBRA zone

Flood Zone Determination

Latitude: 33.926868
Longitude: -80.849728
Community Name:
 RICHLAND COUNTY
Community: 450170
SFHA (Flood Zone): No
Within 250 ft. of multiple flood zones: Yes
Zone: X
Panel: 0415L
FIPS Code: 45079

Map #: 45079C0415L
Panel Date: 12/21/2017
Census Tract: 119.01

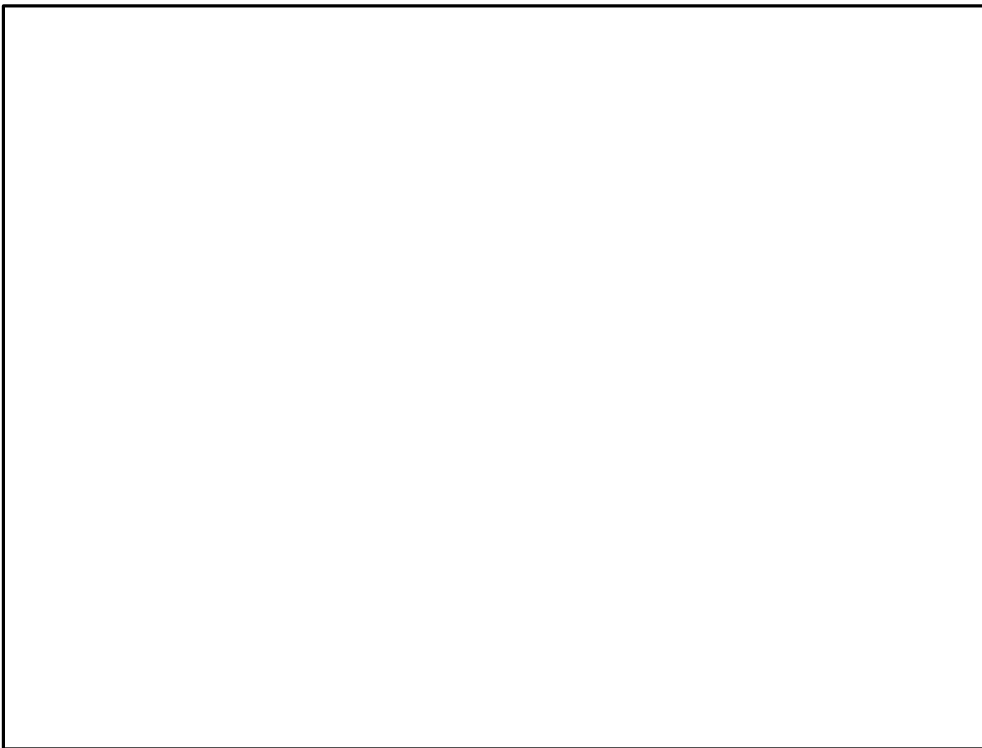
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PHOTOGRAPH ADDENDUM

Intended User	UNKNOWN						
Property Address	Air Base Road R24600-01-33						
City	Hopkins	County	Richland	State	SC	Zip Code	29061-8764
Client	Richland County						



**FRONT VIEW OF
SUBJECT PROPERTY**



**REAR VIEW OF
SUBJECT PROPERTY**



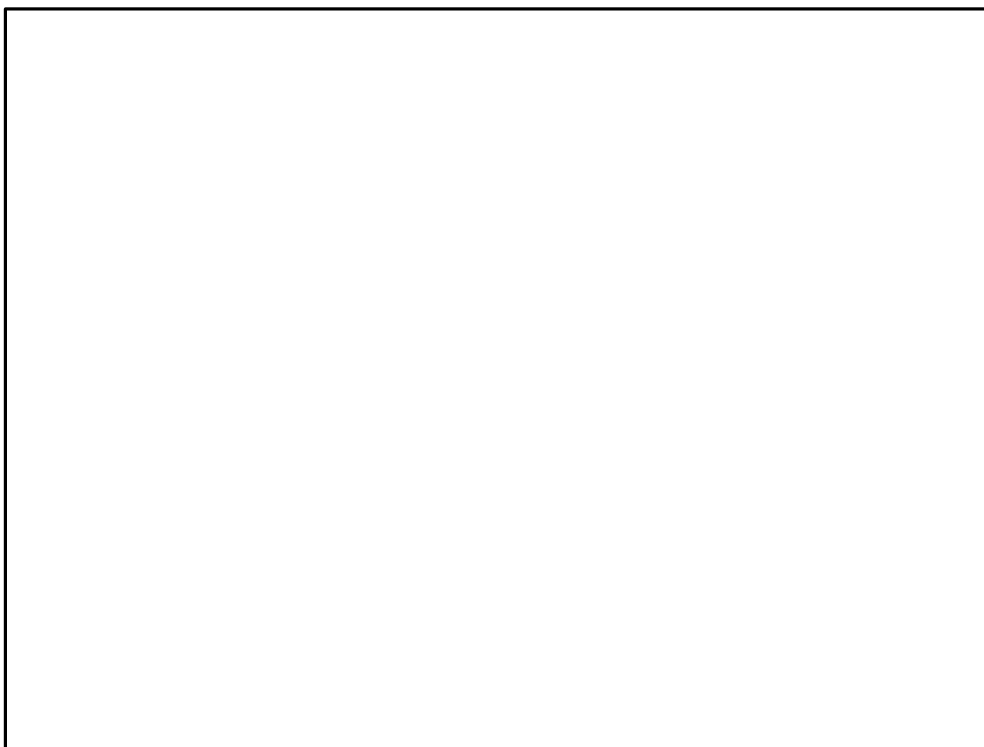
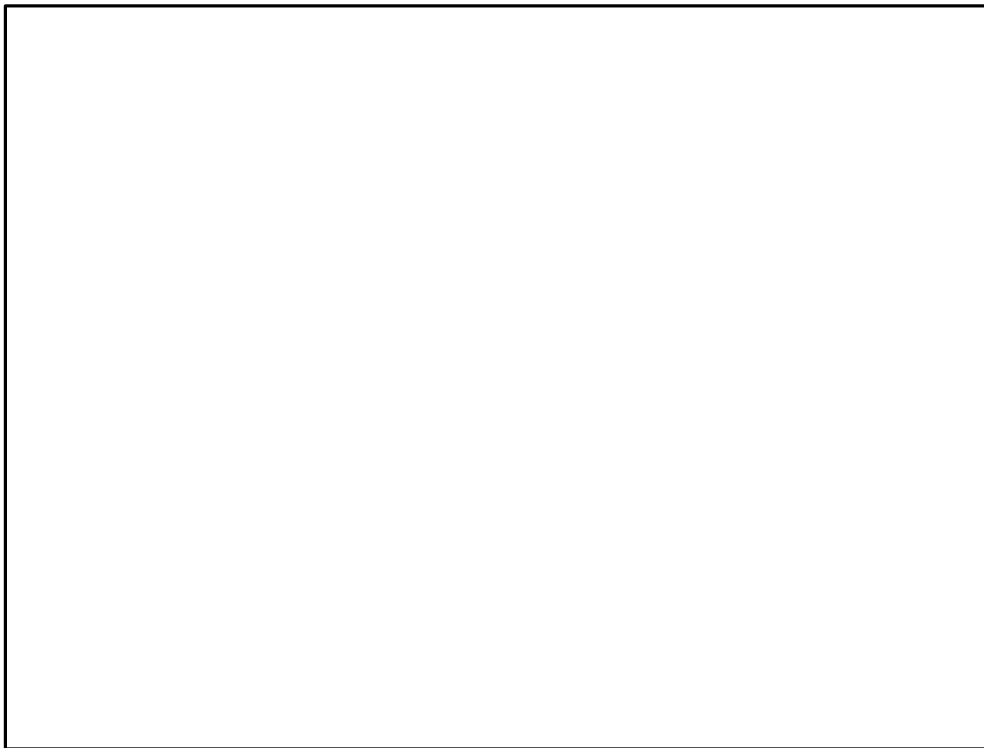
**FRONT VIEW OF
2ND SUBJECT PROPERTY**

PHOTOGRAPH ADDENDUM

Intended User UNKNOWN
Property Address Air Base Road R24600-01-33
City Hopkins County Richland State SC Zip Code 29061-8764
Client Richland County



Plat
24600-01-33



This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale of the subject property.
10. I have knowledge and experience in appraising this type of property in this market area.
11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.
18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
19. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
20. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
21. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 
 Name JAMES T WHEAT
 Company Name SC APPRAISAL SERVICE LLC
 Company Address PO BOX 210545
COLUMBIA, SC 29221-0545
 Telephone Number 803-798-8621
 Email Address scappraisalservice@sc.rr.com
 Date of Signature and Report 09/24/2021
 Effective Date of Appraisal 08/11/2021
 State Certification # CR 467
 or State License # _____
 or Other _____ State # _____
 State SC
 Expiration Date of Certification or License 06/30/2022

ADDRESS OF PROPERTY APPRAISED
Air Base Road R24600-01-33
Hopkins, SC 29061-8764
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 305,000
 CLIENT
 Name NO AMC
 Company Name Richland County
 Company Address 2020 Hampton Street
3rd Floor, Rm 3063A Columbia, SC 29204
 Email Address n/a

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- Did not inspect subject property
- Did inspect exterior of subject property from street
Date of Inspection _____
- Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

- Did not inspect exterior of comparable sales from street
- Did inspect exterior of comparable sales from street
Date of Inspection _____



LIA Administrators & Insurance Services



**APPRAISAL, VALUATION AND PROPERTY SERVICES
PROFESSIONAL LIABILITY INSURANCE POLICY**

DECLARATIONS

Aspen American Insurance Company

(Referred to below as the "Company")
590 Madison Avenue, 7th Floor
New York, NY 10022
877-245-3510

Date Issued	Policy Number	Previous Policy Number
4/9/2021	AA1008220-07	AA1008220-06

THIS IS A **CLAIMS MADE AND REPORTED POLICY**. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE **CLAIMS** THAT ARE FIRST MADE AGAINST THE **INSURED** DURING THE **POLICY PERIOD** AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE **EXTENDED REPORTING PERIOD**, IF APPLICABLE, FOR A **WRONGFUL ACT** COMMITTED ON OR AFTER THE **RETROACTIVE DATE** AND BEFORE THE END OF THE **POLICY PERIOD**. PLEASE READ THE POLICY CAREFULLY.

1. Customer ID: 127110
Named **Insured**:
SC APPRAISAL SERVICE, LLC
Aero Realty LLC
James T. Wheat
652 Bush River Road Suite 210
Columbia, SC 29210

2. **Policy Period**: From: 04/18/2021 To: 04/18/2022
12:01 A.M. Standard Time at the address stated in 1 above.

3. **Deductible**: \$1000 Each Claim

4. **Retroactive Date**: 04/18/1996

5. **Inception Date**: 04/18/2015

6. **Limits of Liability**: A. \$500,000 Each Claim
B. \$1,000,000 Aggregate

Subpoena Response: \$5,000 Supplemental Payment Coverage
Pre-Claim Assistance: \$5,000 Supplemental Payment Coverage
Disciplinary Proceeding: \$7,500 Supplemental Payment Coverage
Loss of Earnings: \$500 per day Supplemental Payment Coverage

7. **Covered Professional Services (as defined in the Policy and/or by Endorsement):**

Real Estate Appraisal and Valuation:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
Residential Property:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
Commercial Property:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
Bodily Injury and Property Damage Caused During Appraisal Inspection (\$100,000 Sub-Limit):	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	If "yes", added by endorsement)
Right of Way Agent and Relocation:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
Machinery and Equipment Valuation:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
Personal Property Appraisal:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	If "yes", added by endorsement)
Real Estate Sales/Brokerage:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	If "yes", added by endorsement)

8.	Report Claims to: LIA Administrators & Insurance Services, 800 334-0652, P.O. Box 1319, 1600 Anacapa St, Santa Barbara, California 93101
9.	Annual Premium: \$1,285.00
10.	Forms attached at issue: LIA002 (04/19) LIA SC (05/19) LIA012 (05/19) LIA020 (05/19) LIA023 (05/19) LIA131 (05/19) LIA140 (05/19) LIA164 (05/19)

This Declarations Page, together with the completed and signed Policy Application including all attachments and exhibits thereto, and the Policy shall constitute the contract between the Named **Insured** and the Company.

04/09/2021

Date



By

Authorized Representative

Appraisal, Valuation and Property Services Professional Liability Insurance Policy

Named Insured: SC APPRAISAL SERVICE, LLC
Acro Realty LLC
James T. Wheat

Policy Number: AAI008220-07
Effective Date: 04/18/2021
Customer ID: 127110

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL COVERED PROFESSIONALS ENDORSEMENT

In consideration of the premium charged, it is agreed that Section IV, **DEFINITIONS (I) "Insured"** is amended to include:

"Insured" means:

The persons identified below, but only while acting on behalf of the Named **Insured**:

Name	Coverage Effective Date
James T. Wheat	04/18/2021
Vivian M. Baxter	04/18/2021

All other terms, conditions, and exclusions of this Policy remain unchanged.


State of South Carolina BCD 1371947
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

JAMES T WHEAT

Is hereby entitled in practice as a:
Certified Residential Appraiser

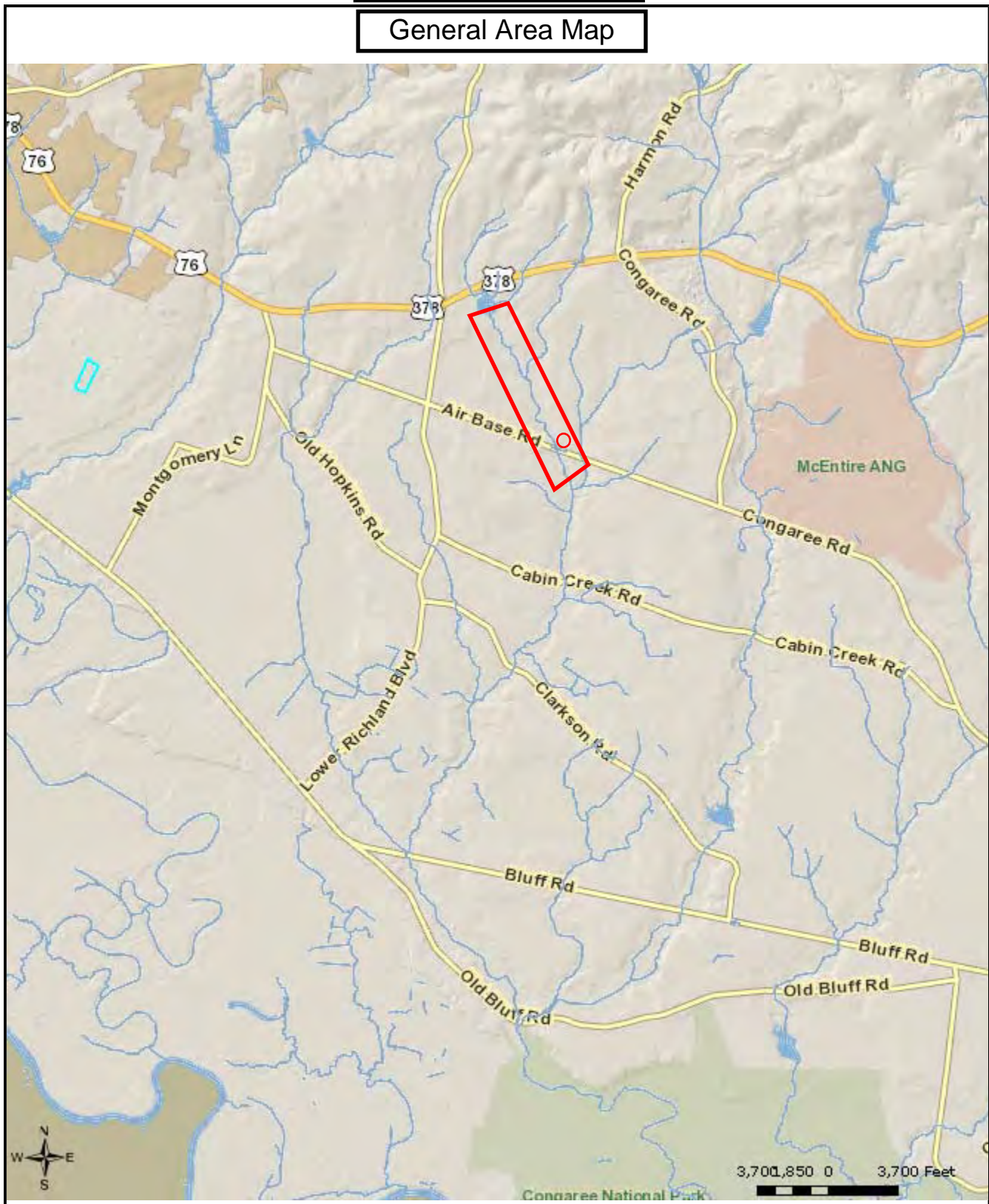
License Number: 467

Expiration Date: 06/30/2022
POCKET CARD


Laura L. Smith
Administrator

Attachment 2

General Area Map

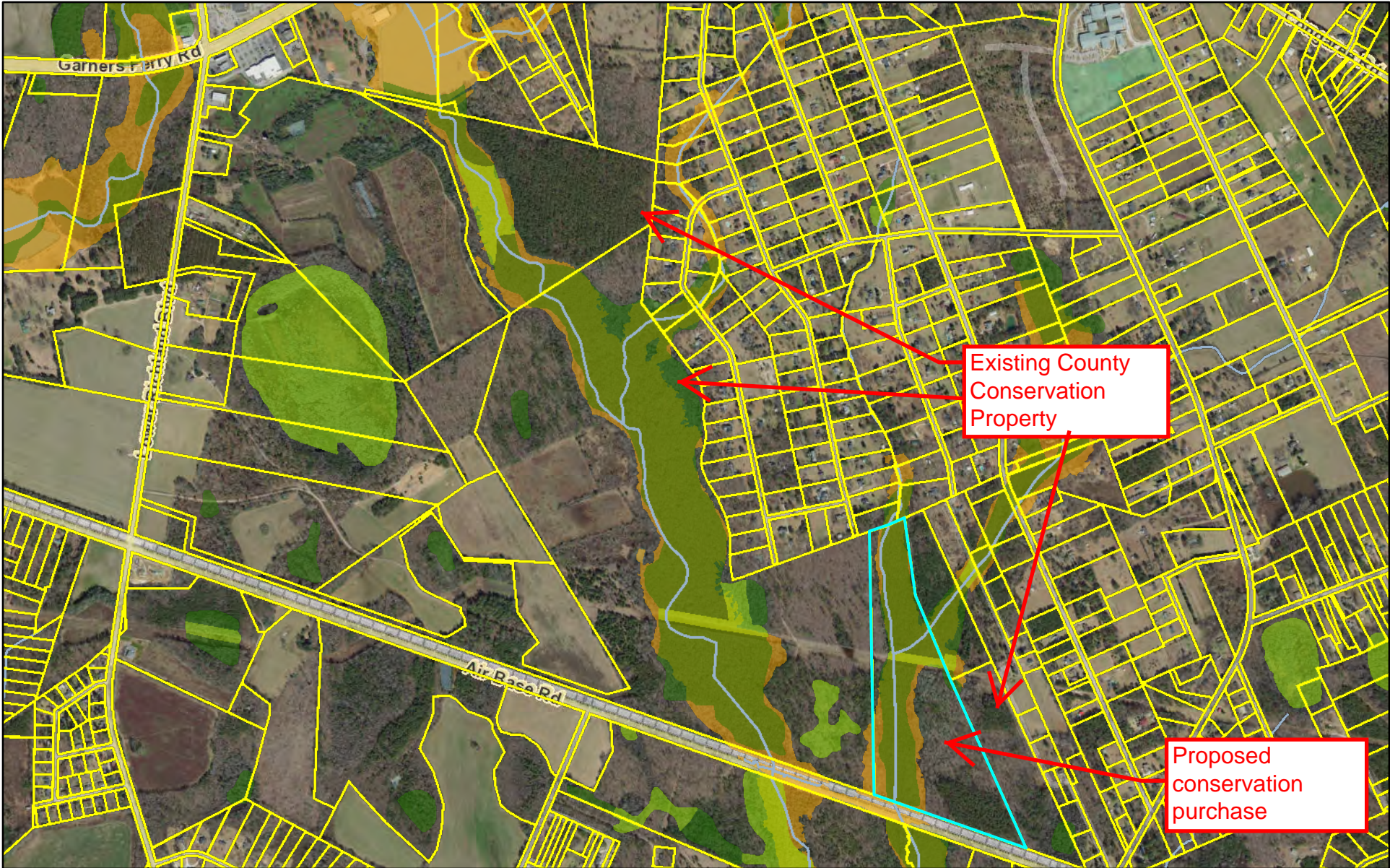


COPYRIGHT 2009, RICHLAND COUNTY GIS

DISCLAIMER : THIS IS A PRODUCT OF THE RICHLAND COUNTY GIS DEPARTMENT. THE DATA DEPICTED HERE HAVE BEEN DEVELOPED WITH EXTENSIVE COOPERATION FROM OTHER COUNTY DEPARTMENTS, AS WELL AS OTHER FEDERAL, STATE AND LOCAL GOVERNMENTS AGENCIES. RICHLAND COUNTY EXPRESSLY DISCLAIMS RESPONSIBILITY FOR DAMAGES OR LIABILITY THAT MAY ARISE FROM THE USE OF THIS MAP.

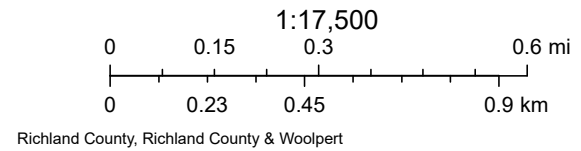


Attachment 3 - Parcel Area Map

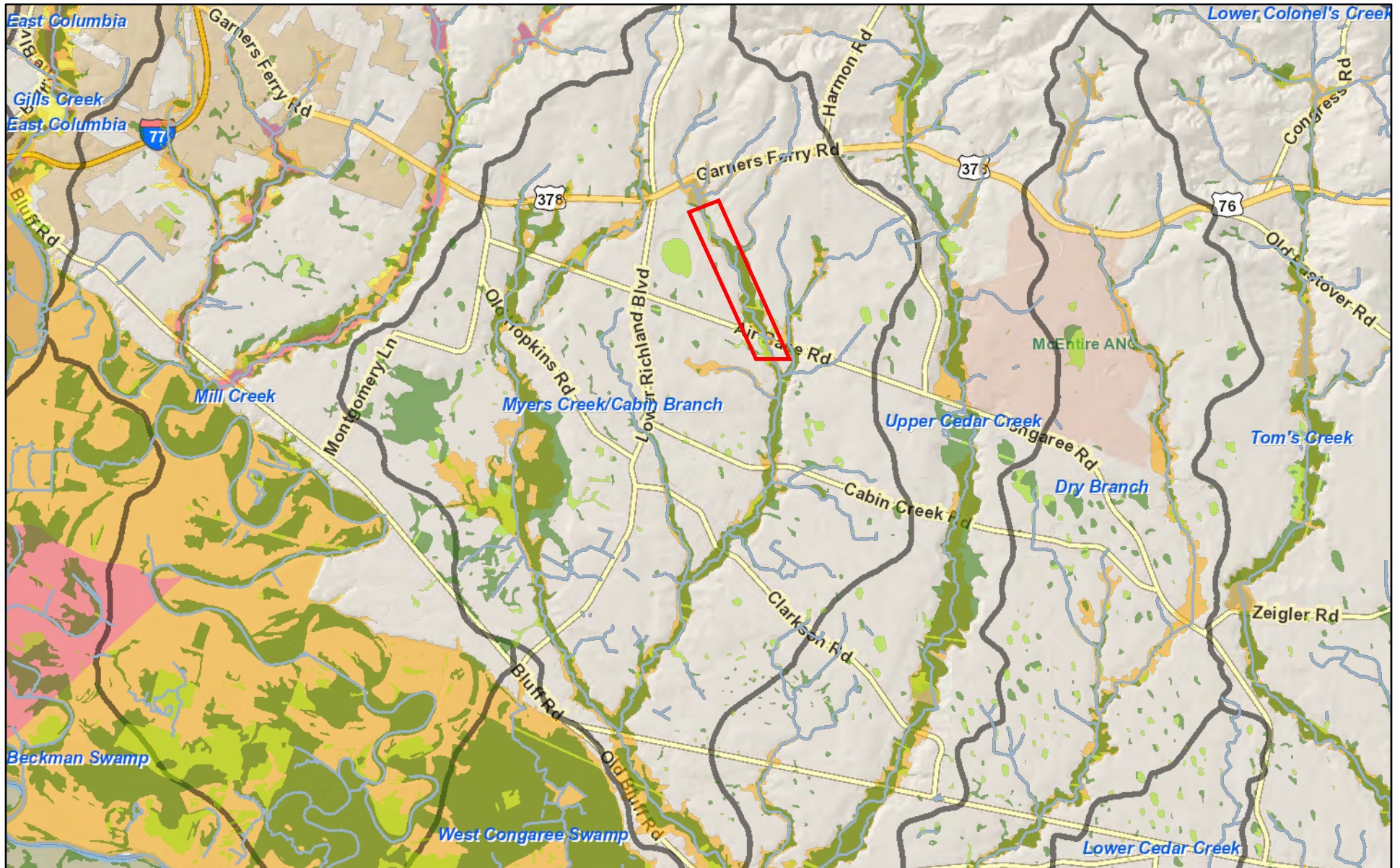


November 17, 2021

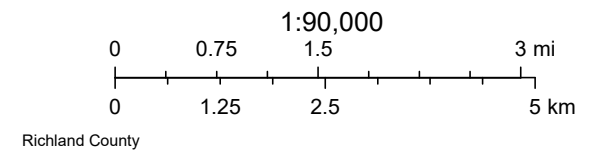
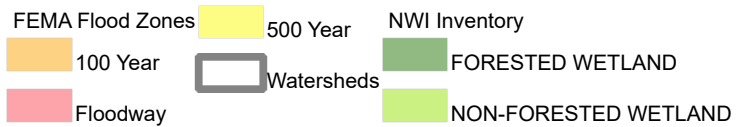
- | | | |
|------------------|------------------|----------------------|
| FEMA Flood Zones | 500 Year | NON-FORESTED WETLAND |
| 100 Year | NWI Inventory | Streams |
| Floodway | FORESTED WETLAND | Parcels |



Attachment 4 - Myers/Cabin Branch Watershed Map



November 18, 2021



A. U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SETTLEMENT STATEMENT Cairns Law Firm, LLC 2537 Gervais Street Columbia, South Carolina 29204 803-771-6979	B. TYPE OF LOAN 1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FMHA 3. <input type="checkbox"/> CONV. UNINS. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> CONV. INS. 6. File Number: AIRBASE 7. Loan Number: 8. Mortgage Ins. Case No.:
--	---

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked (poc) were paid outside the closing. They are shown here for informational purposes and are not included in the totals.

D. Buyer:	Richland County
E. Seller:	Horrell Hill Partnership, a South Carolina General Partnership
F. Lender:	
G. Property:	n/s Air Base Road Hopkins, Richland County, South Carolina 29061 Lot 60 A +/-, Richland County, South Carolina
H. Settlement Agent:	Cairns Law Firm, LLC Place of Settlement: 2537 Gervais Street, Columbia, South Carolina 29204 Richland County
I. Settlement Date:	April 8, 2022

J. Summary of Buyer's Transaction	K. Summary of Seller's Transaction
100. Gross Amount Due From Buyer:	400. Gross Amount Due To Seller:
101. Contract Sales Price 305,000.00	401. Contract Sales Price 305,000.00
102. Personal Property	402. Personal Property
103. Settlement Charges to Buyer (line 1400) 1,685.50	403.
Adjustments for Items Paid by Seller in Advance:	Adjustments for Items Paid by Seller in Advance:
106. City / Town Taxes	406. City / Town Taxes
107. County / Parish Taxes	407. County / Parish Taxes
108. Assessments	408. Assessments
120. Gross Amount Due from Buyer: 306,685.50	420. Gross Amount Due to Seller: 305,000.00
200. Amounts Paid by or in Behalf of Buyer:	500. Reductions in Amount Due to Seller:
201. Deposit / Earnest Money	501. Excess Deposit (see instructions)
202. Principal Amount of New Loan	502. Settlement Charges to Seller (Line 1400) 30,800.00
203. Existing Loan(s)	503. Existing Loan(s)
204.	504. Payoff of First Mortgage
205.	505. Payoff of Second Mortgage
206.	506. Purchase Money Mortgage
Adjustments for Items Unpaid by Seller:	Adjustments for Items Unpaid by Seller:
210. City / Town Taxes	510. City / Town Taxes
211. County / Parish Taxes	511. County / Parish Taxes
212. Assessments	512. Assessments
220. Total Paid by / for Buyer: 0.00	520. Total Reductions in Amount Due Seller: 30,800.00
300. Cash at Settlement from / to Buyer:	600. Cash at Settlement to / from Seller:
301. Gross Amount due from Buyer (line 120) 306,685.50	601. Gross Amount due to Seller (line 420) 305,000.00
302. Less Amount Paid by/for Buyer (line 220) 0.00	602. Less Reductions Amount due Seller (line 520) 30,800.00
303. Cash From Buyer: \$306,685.50	603. Cash To Seller: \$274,200.00

Buyer Initials: _____ Richland County
 Seller Initials: _____ Barron Investment Properties, Inc.

L. Settlement Charges	Paid from Buyer's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales / Broker's Commission:		
Based on Price \$305,000.00 @ 10.00% = \$30,500.00		
Division of Commission as follows		
701. 30,500.00 to John McAllister Realty Consulting, LLC		
702.		
703. Commission Paid at Settlement		30,500.00
800. Items Payable in Connection with Loan:		
801. Loan Origination Fee		
802. Loan Discount		
803. Appraisal Fee		
804. Credit Report		
805. Lender's Inspection Fee		
806. Mortgage Insurance Application Fee		
807. Assumption Fee		
900. Items Required by Lender to be Paid in Advance:		
901. Daily interest charge from Apr 8, 2022		
902. Mortgage Insurance Premium		
903. Hazard Insurance Premium		
904. Flood Insurance Premium		
1000. Reserves Deposited with Lender:		
1001. Hazard Insurance		
1002. Mortgage Insurance		
1003. City Property Taxes		
1004. County Property Taxes		
1005. Annual Assessments		
1100. Title Charges:		
1101. Settlement or Closing Fee		
1102. Abstract or Title Search to Cairns Law Firm, LLC	300.00	
1103. Title Examination		
1104. Title Insurance Binder to Cairns Law Firm, LLC	100.00	
1105. Document Preparation to Cairns Law Firm, LLC		300.00
1106. Notary Fees		
1107. Attorney Fees to Cairns Law Firm, LLC (includes above item numbers:	500.00	
1108. Title Insurance to Cairns Law Firm, LLC (includes above item numbers:	760.50	
1109. Lender's Coverage 0.00		
1110. Owner's Coverage 305,000.00		
1200. Government Recording and Transfer Charges:		
1201. Recording Fees: Deed 25.00 Mortgage 0.00 Releases 0.00		25.00
1202. City/County Tax/Stamps: Deed 0.00 Mortgage 0.00		
1203. State Tax/Stamps: Deed 0.00 Mortgage 0.00		
1204.		
1205.		
1300. Additional Settlement Charges:		
1301. Survey		
1302. Pest Inspection		
1400. Total Settlement Charges (Enter on line 103, Section J and line 502, Section K)	\$1,685.50	\$30,800.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Horrell Hill Partnership, a South Carolina General Partnership
By: Frank E. Barron, III

Buyer: _____
 Richland County

Seller: _____
 Barron Investment Properties, Inc., Managing Entity

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with the instructions of the parties hereto.

Settlement Agent: _____
 Heather Cairns

Date: April 8, 2022

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

ALTA COMMITMENT

Agent's File Number: AIRBASE

Commitment Number:

SCHEDULE A

- 1. Commitment Date: February 28, 2022
- 2. Policy to be issued:
 - A.L.T.A. Owner's Policy
 - Proposed Insured: Richland County
 - Proposed Policy Amount: \$305,000.00
 - (Additional policy/ies can be issued.)*
 - A.L.T.A Loan Policy
 - Proposed Insured: _____
 - Proposed Policy Amount: \$0.00
 - (Additional policy/ies can be issued.)*
- 3. The estate or interest in the Land described or referred to in this Commitment is :
Fee Simple
- 4. Title to the estate or interest in the Land is at the Commitment Date vested in:
Horrell Hill Partnership, a South Carolina General Partnership

Cairns Law Firm, LLC as issuing agent for
Investors Title Insurance Company



By: _____
Authorized Signatory

Investors Title Insurance Company

ALTA COMMITMENT

Agent's File Number: AIRBASE

Commitment Number:

Schedule A, Continuation Page

All that certain piece, parcel or lot of land, with the improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, the same being shown as 59.99 acres on a plat of Horrell Hill Partnership by Arthur Weed, RLS, dated August 6, 1982 and having the following boundaries and measurements: Bounded on the North by Lot 16, aka Parcel #2 whereon it measures 308.25' with a bearing of N75d15'E and by property now or formally of W. D. Holstein whereon it measures 116.01' bearing N75d14'E; on the East by property now or formally of W.E. Hopkins whereon it measures 760.62' bearing S00d55'W and 2975.91' bearing S18d05'30"E; on the south by Seaboard Coastline Railroad whereon it measures 1693.76' bearing N64d56'W; and on the West by property now or formally of T.J. Hopkins whereon it measures 2771.63' bearing N04d23'E; all measurements being a little more or less.

Together with the right, title and interest, if any, of Horrel Hill Partnership in and to the right-of-way of ACL Railroad bounding the said property on the South.

For Identification only TMS: R24600-01-33

Investors Title Insurance Company

ALTA COMMITMENT

Agent's File Number: AIRBASE

Commitment Number:

Schedule B-I

Part I. The following are the requirements to be complied with

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
 2. Pay the agreed amount for the estate or interest to be insured.
 3. Pay the premiums, fees, and charges for the Policy to the Company.
 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from Horrell Hill Partnership, a South Carolina General Partnership to Richland County conveying the property as described in Schedule A of this Commitment.
 - b. Mortgage in favor of to be executed by Richland County in the original principal sum of \$0.00 encumbering said property described herein, and to be recorded in the Public Records of Richland County, South Carolina.
 5. Mortgagor/Purchaser/Owner Certification RESPA Acknowledgement and Financial Interest Disclosure (Form No. SC-305) and Seller/Borrower Affidavit (Form SB-1) to be executed prior to the issuance of final policy(ies).
 6. If this transaction meets the following criteria, the proposed insured may qualify for a reduced premium:
 - (a) Refinance transactions: Title Insurance has been issued on the same property and the same owner within the last 10 years.
 - (b) Purchase/ Sale transactions: Title Insurance has been issued on the same property within the last 10 years. This rate is available only when the new loan is to be a first lien.
- NOTE: In the case of lot development, this reduced rate is not available to a developer purchasing multiple lots. If this transaction meets either of these criteria, please contact the issuing Agent.
7. Provide the attached ITC Privacy Statement to the buyer/borrower at the time of closing.

Investors Title Insurance Company

ALTA COMMITMENT

Agent's File Number: AIRBASE

Commitment Number:

Schedule B-II

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public record of attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claim of parties in possession not shown by the public records.
3. Easements, or claim of easements, not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Any liens, or right to a lien, for services, labor or material hereto or hereafter furnished, imposed by law and not shown by the public records.
6. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously, under water.
7. Any titles or rights asserted by anyone including but not limited to persons, corporations, governments or other entities, to tide lands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government or water rights, if any.
8. Taxes or special assessment not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
9. Rights of dower, homestead or other marital rights of the spouse, if any, of any individual insured.
10. Any minerals or mineral rights leased, granted or retained by current or prior owner.

Special Exceptions:

11. Taxes for the year 2022, which are not yet due and payable.

Investors Title Insurance Company

ALTA COMMITMENT

Agent's File Number: AIRBASE

Commitment Number:

See attached Schedule B-II continued

Schedule B-II continued

12. Easement(s) to Carolina Power & Light Co. recorded in Book BG at Page 222.
13. Easement(s) to Dominion Carolina Gas Transmission, LLC. recorded in Book 2121 at Page 620.
14. Easement(s) to American Telephone and Telegraph Company recorded in Book D871 at Page 470.
15. Attention is directed to the fact that the property does not appear to abut a public road or highway nor to be served by any right of way or easement over adjoining or adjacent property to any such public road or highway.
16. This policy does not insure against loss or damage arising from adverse interests or claims to the easement or to the property of which the access easement lies.
17. Encroachments, overlaps, boundary line disputes, variations or shortages in area or content, roads, streams, ways or easements or claims of easements, riparian rights and title to filled in land, and any other matters which would be disclosed by an accurate survey of the premises. Notwithstanding any Covered Title Risk relating to matters that would be disclosed by an accurate survey of the land, this policy does not insure against loss or damage arising from encroachments, overlaps, boundary line disputes, variations or shortages in area or content, roads, streams, ways or easements or claims of easements, riparian rights and title to filled in land, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
18. Such state of facts occurring subsequent to August 6, 1982 by Arthur Weed (RLS)(PLS), as would be disclosed by an accurate survey and inspection of the premises.

SOUTH CAROLINA REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT hereinafter known as the "**Agreement**" is entered into this th day of March, 2022, ("**Effective Date**") by and between Horrell Hill Partnership (HHP) with mailing address at 420 Aiken Hunt Circle, Columbia SC 29223 hereinafter referred to as the "**Seller,**" and Richland County with mailing address at 2020 Hampton Street, Columbia SC 29204, hereinafter referred to as the "**Buyer,**" collectively referred to herein as "**the Parties.**"

WHEREAS, the Seller owns the Property defined herein and desires to sell the same to the Buyer under the terms and conditions as set forth herein; and

WHEREAS, the Buyer desires to purchase the Property defined herein from the Seller under the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the covenants and obligations set forth in this Agreement and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

THE PROPERTY. In accordance with the terms and conditions of this Agreement, the Seller hereby agrees to sell and convey to the Buyer the Property described below together with all the Seller's rights and interests therein including but not limited to all rights under the soil, and improvements to the Property including all fixtures and appurtenances not otherwise expressly excluded herein (hereinafter referred to as the "**Property**"):

Address: n/s Air Base Road TMS#: R24600-01-33: Lot 60 ACS +/-

City: Hopkins

State: South Carolina

Zip: 29061

County of Richland

Legal Description: TMS# R24600-01-33

SEE ATTACHED "EXHIBIT A" FOR METES AND BOUNDS

PURCHASE PRICE. The Seller agrees to sell the Property and the Buyer Agrees to buy the same for the price of \$ 305,000.00 ("**Purchase Price**") and in accordance with this Agreement and the terms and conditions set forth herein.

CONTINGENCIES.

Property is to be sold "AS IS" and is subject to easements and faults existing at the time of sale to the Buyer.

TITLE. Seller shall convey title to Buyer at closing by general warranty deed conveying marketable fee simple title in and to the Property. For the purposes of the Agreement, "marketable fee simple title" shall mean fee simple ownership which is: (i) free of all claims, liens and encumbrances of any kind or nature whatsoever other than the Permitted Exceptions (as hereinafter defined); and (ii) insurable by a title insurance company reasonably acceptable to Buyer, at then current standard rates under the ALTA Owner's Policy of Title Insurance with all standard printed exceptions therein deleted and without exception other than for the Permitted Exceptions. For the purposes of this Agreement, the term "Permitted Exceptions" shall mean current city, state, and county ad valorem taxes not yet due and payable.

Prior to Closing, Buyer shall give Seller written notice of any objections to Seller's title as disclosed in the title report/commitment obtained from Buyer's title insurance company or on any survey obtained by Buyer (the "Title Objection Notice"). Seller shall have the obligation, whether or not Buyer makes a specific title objection, to satisfy any existing mortgage, lien or encumbrances given by Seller that encumbers the Property on or at Closing, and Seller shall be entitled to use the sales proceeds from the Property to satisfy same. If there are liens or encumbrances which cannot be removed in accordance with the terms hereof or if there are any title or survey objection set forth in Buyer's Title Objection Notice for which Seller is unwilling or unable to cure, Buyer shall have the option, as its sole remedy, to terminate this Agreement, in which event this Agreement shall thereupon become null and void for all purposes except for those matters that expressly survive termination hereof. Otherwise, if Buyer fails to make an objection as provided herein, title to the Property as disclosed in the title commitment or on any survey shall be deemed to be acceptable, and any objection thereto shall be deemed to have been waived for all purposes.

INSPECTION. Seller hereby grants permission to Buyer to enter onto the Property at reasonable times for the purpose of conducting surveys and studies for a period after the effective date of this agreement and before closing. Buyer shall have an unfettered right to conduct any inspections, studies, and surveys deemed to be appropriate for the transaction by the Buyer. Buyer has the right and option to terminate this Agreement, for any reason or no reason, upon providing written notice of such termination.

BANKRUPTCY. Should the Seller, at any time during the period beginning on the effective date and ending on the Closing date, be named in bankruptcy petition as a debtor the Buyer may, in the Buyer's sole discretion, proceed with the purchase under this Agreement, or terminate this

Agreement and recover the Earnest Money and costs incurred in relation to this Agreement.

DEFAULT. In any proceeding or lawsuit relating to this Agreement, the losing party shall pay all costs and expenses, including reasonable attorney's fees, actually incurred by the prevailing party. The tribunal or court hearing such proceeding shall have the right to affix and apportion such costs and expenses among the parties.

SELLER'S REPRESENTATIONS AND WARRANTIES.

- A. Seller has the legal power, right and authority to enter into this Agreement and all documents required hereby to be executed by Seller and to consummate the transactions contemplated hereby.
- B. This Agreement and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms.
- C. Other than this Agreement and the Permitted Exceptions there are no service contracts, management agreements, or other agreements or instruments in force or effect that grant to any person whomsoever or any entity whatsoever any right, title, interest or benefit in or to all or any part of the Property or any rights relating to the use, operation, management, maintenance or repair of all or any part of the Property.
- D. Seller has no knowledge, nor has Seller received any notice, of any actual or pending litigation or proceeding by any organization, person, individual or governmental agency against Seller with respect to the Property or otherwise with respect to the Property, nor does Seller know of any basis for any such action.
- E. No assessments have been made against the Property that are unpaid (except ad valorem taxes for the current year), whether or not they have become liens.
- F. Seller has received no notice of, nor is Seller aware of, any pending, threatened, or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof. Seller shall, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Buyer written notice thereof.
- G. Seller hereby warrants and represents that during the period of Seller's ownership of the Property, Seller has not, and Seller is not aware that any previous owner or occupant has, brought onto the Property, or generated, used, stored thereon, or

disposed of upon, within, about or under the Property, any Hazardous Substances or otherwise violated any Environmental Laws. The Property is not in violation of any Environmental Laws. Seller has not received notice of any material violation of any Environmental Laws regarding the Property, nor has Seller received notice of any Hazardous Substances on, from, related to, or affecting the Property in violation of applicable Environmental Laws. "Environmental Laws" means all federal, state and local laws, regulations, statutes, codes, rules, resolutions, directives, orders, executive orders, consent orders, guidance from regulatory agencies, policy statements, judicial decrees, standards, permits, licenses and ordinances, or any judicial or administrative interpretation of any of the foregoing, pertaining to the protection of land, water, air, health, safety or the environment from the exposure to Hazardous Substances. As used herein, "Hazardous Substances" means all substances, chemicals, materials or elements present or existing in quantities that are prohibited, limited or regulated by the Environmental Laws, or any other substances, chemicals, materials or elements present or existing in quantities that are defined as "hazardous" or "toxic," or otherwise regulated under the Environmental Laws, or that are known or considered to be harmful to the health or safety of occupants or users of the Property. The term Hazardous Substances shall also include any substance, chemical, material or element (i) defined as a "hazardous substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") (42 U.S.C. § 9601) as amended by the Superfund Amendments and Reauthorization Act of 1986, and as further amended from time to time, and regulations promulgated thereunder; (ii) defined as a "regulated substance" within the meaning of Subtitle I of the Resource Conservation and Recovery Act (42 U.S.C. § 6991(2)), and regulations promulgated thereunder; (iii) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. § 1321), or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); (iv) defined as "hazardous", "toxic," or otherwise regulated under any Environmental Laws adopted by the state in which the Property is located, or its agencies or political subdivisions; (v) which is petroleum, petroleum products or derivatives or constituents thereof; (vi) which is asbestos or asbestos-containing materials; (vii) which is urea formaldehyde foam insulation or urea formaldehyde foam insulation-containing materials; (viii) which is lead base paint or lead base paint-containing materials; (ix) which are polychlorinated biphenyls or polychlorinated biphenyls or polychlorinated biphenyl-containing

materials; (x) which is radon or radon-containing or producing materials; (xi) which is any form, variety or species of mold, fungi, or mildew or any of such organism' s spores, toxins or bioaerosols; (xii) which by any laws of any governmental authority requires special handling in its collection, storage, treatment, or disposal; (xiii) the presence of which requires notification, investigation or remediation under any Environmental Laws or common law; (xiv) the presence of which on the Property causes or threatens to cause a nuisance upon the Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Property; or (xv) the presence of which on adjacent properties would constitute a trespass by Seller.

- H. There are no condemnation or eminent domain proceedings pending or, to the knowledge of Seller, contemplated against the Property or any part thereof.

MISCELLANEOUS.

- A. Legal Effect. This Agreement and all terms, provisions, and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- B. Assignment. Buyer shall be entitled to assign this Agreement without Seller's consent.
- C. Notices. Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be either (i) delivered by hand, (ii) mailed by United States registered mail, return receipt requested, postage prepaid, (iii) sent by a reputable, national overnight delivery service, or (iv) sent by facsimile or electronic mail (with the original being sent by one of the other permitted means or by regular United States mail) and addressed to each party at the applicable address set forth beside the signature of each party or elsewhere herein. Any such notice, as the case may be, on a date of hand delivery, on the day following deposit in the United States mail, on the next business day following deposit with an overnight delivery service with instructions to deliver on the next day or on the next business day, or on the day sent by facsimile or electronic mail.
- D. No Merger. It is understood and agreed that any provision of this Agreement which by its nature and effect is required to be kept, observed or performed after settlement on the Property shall not be merged in the deed conveying the Property, and shall remain binding upon and for the benefit of the parties hereto until fully kept, observed or performed.

- E. Pending consummation of the sale as herein provided, Seller will not impose any easements, covenants, conditions, restriction or other encumbrances upon the Property or any part thereof without prior written consent of Buyer, which consent shall not be unreasonably withheld.
- F. Modification. This Agreement constitutes the entire Agreement between the parties and no changes shall be effective unless in writing and signed by both parties. This Agreement may not be modified or amended except by written instrument.
- G. Survival. All terms and conditions of this Agreement which by their nature and effect require to be observed, kept or performed after closing shall survive the closing and remain binding upon and of the benefit of the parties hereto until fully observed, kept or performed.
- H. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected hereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- I. Closing costs. Seller agrees to pay for deed preparation and documentary stamps. All other closing costs are to be paid by the Buyer.
- J. TIME IS OF THE ESSENCE HEREUNDER. Closing must take place as soon as possible.

IN WITNESS WHEREOF, the Seller and the Buyer have executed this Agreement in multiple originals as of the Effective Date.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

PRINTED NAME

PRINTED NAME

DATE

DATE

Lauren Hogan
Richland County Attorney's Office
3/22/22
Approved as to LEGAL form ONLY
NO Opinion Rendered As To Content

Exhibit A

PROPERTY SURVEYED FOR
HORRELL HILL PARTNERSHIP

APPROXIMATELY 2.5 MILES NORTHEAST OF HORNINGS, S.C.
RICHLAND COUNTY

THE PLAT OF PROPERTY OF ROBERT A. DESROSIERS,
PLAT OF HUNTING CREEK FARMS.

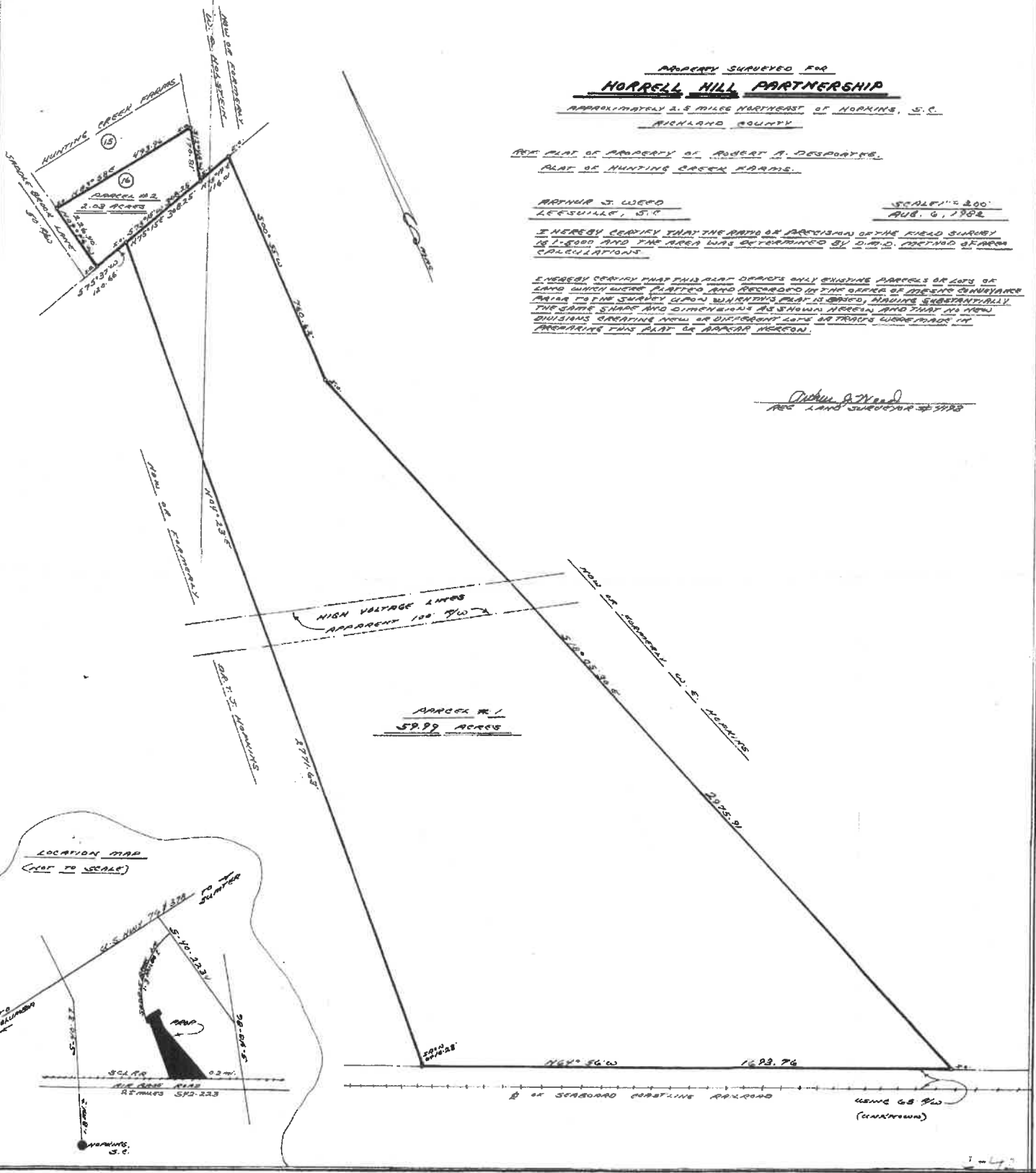
ARTHUR J. WOOD
LEESVILLE, S.C.

SCALE 1" = 200'
AUG. 6, 1982

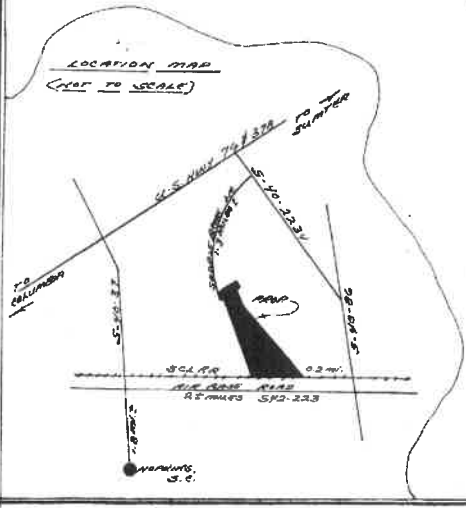
I HEREBY CERTIFY THAT THE RATIO OF PRECISION OF THE FIELD SURVEY
IS 1:600 AND THE AREA WAS DETERMINED BY D.M.D. METHOD GEOMETRIC
CALCULATIONS.

I HEREBY CERTIFY THAT THIS PLAT DEPICTS ONLY EXISTING PARCELS OR LOTS OF
LAND WHICH WERE PLATTED AND RECORDED IN THE OFFICE OF DEPUTY COMMISSIONER
PRIOR TO THE SURVEY UPON WHICH THIS PLAT IS BASED, HAVING SUBSTANTIALLY
THE SAME SHAPE AND DIMENSIONS AS SHOWN HEREIN, AND THAT NO NEW
DIVISIONS CREATING NEW OR DIFFERENT LOTS OR TRACTS WERE MADE IN
PREPARING THIS PLAT OF MAPS HEREON.

Dickie A. Wood
REG. LAND SURVEYOR OF S.C.



LOCATION MAP
(NOT TO SCALE)



**RICHLAND COUNTY
ADMINISTRATION**

2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050



Agenda Briefing

Prepared by:	Aric A Jensen, AICP	Title:	Assistant County Administrator
Department:	Administration	Division:	Click or tap here to enter text.
Date Prepared:	March 31, 2022	Meeting Date:	April 19, 2022
Legal Review	Patrick Wright via email	Date:	April 12, 2022
Budget Review	Abhijit Deshpande via email	Date:	April 7, 2022
Finance Review	Stacey Hamm via email	Date:	March 31, 2022
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Committee	Coronavirus Ad Hoc		
Subject:	Vendor Selection - Comprehensive Grant Management Software		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval to authorize the County Administrator to negotiate and execute a 5-year contract with eCivis for the previously approved not to exceed amount of \$687,949.00.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

There will be no fiscal impact to the County's budget until January 2027.

COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

"...the committee recommended Council approve the allocation of \$687,949.00 in American Rescue Funds and other Federal funds that are applicable sources to purchase comprehensive grant management software to facilitate the process of distributing, tracking and processing both grant funds received and distributed."

Council Member	The Honorable Gretchen Barron, District 9
Meeting	Regular Session
Date	March 01, 2022

STRATEGIC & GENERATIVE DISCUSSION:

On March 01, 2022, County Council affirmed the Coronavirus Ad Hoc Committee's recommendation to allocate a not to exceed amount of \$687,949.00 for the acquisition of comprehensive grant management software. Subsequently, County staff reviewed and evaluated multiple software platforms and identified two options that met the following minimum criteria:

- Track record of at least 5 years;
- Available functionality across multiple departments, including: Budget, CD Grants, Government Community Services, Emergency Services, Transportation, and Sheriff's Office;
- Ability to transfer financial information to County's existing Financial management software without re-inputting data;
- Ability to transfer data from County's existing grant management software platforms;
- Established/experienced support system;
- Existing state contract or other ability for joinder.

The two qualifying software systems were eCivis and Amplifund. Both systems were evaluated by a multi-departmental team of users, and both options were determined to be viable alternatives. The committee ultimately recommend eCivis, primarily because of the company's track record, the demonstrated ability to interact with HUD monitoring and reporting systems, and the customer interface. The request at this time is for the Council to authorize the County Administrator to negotiate and execute a 5-year contract with eCivis for the previously approved not to exceed amount of \$687,949.00.

ADDITIONAL COMMENTS FOR CONSIDERATION:

Click or tap here to enter text.

ATTACHMENTS:

1. Excerpt - 01 March 2022 Special Called Minutes

Carolina 1976, as amended – Mr. Livingston stated this is a resolution certifying the building at 209 Stoneridge Drive was abandoned and is eligible for the abandoned tax credit.

Mr. Malinowski inquired if this is an item that was previously approved and has already been rehabilitated, and now they are requesting the tax incentive.

Mr. Ruble responded this was approved in 2017. The property is currently up for sale, and the new buyer has requested the certification.

In Favor: Malinowski, Pugh, McBride, Livingston, J. Walker, Barron, O. Walker, Mackey, English and Newton

Not Present: Terracio

The vote in favor was unanimous.

18. **CORONAVIRUS AD HOC COMMITTEE**

- a. **Grant Management Software** – Ms. Barron stated the committee recommended Council approve the allocation of \$687,949.00 in American Rescue Funds and other Federal funds that are applicable sources to purchase comprehensive grant management software to facilitate the process of distributing, tracking and processing both grant funds received and distributed.

Mr. J. Walker inquired if this was the recommendation of staff to the committee.

Mr. Brown nodded his head in the affirmative.

In Favor: Malinowski, Pugh, McBride, Livingston, J. Walker, Barron, O. Walker, Mackey, English and Newton

Not Present: Terracio

The vote in favor was unanimous.

- b. **ERAP Vendor** – Ms. Barron stated the committee recommended Council approve an extension of the existing agreement with TetraTech to administer the distribution of any reallocated Emergency Rental Assistance 1 funds.

In Favor: Malinowski, Pugh, Livingston, J. Walker, Barron, O. Walker, Mackey, English and Newton

Opposed: McBride

Not Present: Terracio

The vote was in favor.

Ms. Barron moved, seconded by Ms. Newton, to reconsider Item 18(b).

In Favor: McBride

Special Called
March 1, 2022



REQUEST OF ACTION

Subject: FY22 - District 2 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$10,000** for District 2.

B. Background / Discussion

For the 2021 - 2022 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY22, Special Called Meeting – June 10, 2021: Establish Hospitality Tax discretionary accounts for each district in FY22 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY20-21 be carried over and added to any additional funding for FY21-22.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY22 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 2 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Hospitality Account Funding	\$ 82,425
FY2021 Remaining	\$0
FY2022 Allocations	\$82,400
Juneteenth Freedom Festival	\$5,000
Richland County Recreation Foundation-Jazz Fest	\$5000
Total Allocation	\$10,000
Remaining Balance	\$19,925

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of Budget FY19 June 21 ,2018
- 3rd Reading of the Budget FY20 June 10, 2019
- 3rd Reading of the Budget FY21 June 11, 2020

D. Alternatives

1. Consider the request and approve the allocation.

2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



REQUEST OF ACTION

Subject: FY22 - District 3 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$10,000** for District 3.

B. Background / Discussion

For the 2021 - 2022 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would on8ly require one vote.

Motion List (3rd reading) for FY22, Special Called Meeting – June 10, 2021: Establish Hospitality Tax discretionary accounts for each district in FY22 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY20-21 be carried over and added to any additional funding for FY21-22.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY22 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 3 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Hospitality Account Funding	\$ 82,425
FY2021 Remaining	\$211,475
<hr/>	
Columbia Classical Ballet	\$ 10,000
<hr/>	
Total Allocation	\$10,000
Remaining Balance	\$ 88,900

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of Budget FY19 June 21 ,2018
- 3rd Reading of the Budget FY20 June 10, 2019
- 3rd Reading of the Budget FY21 June 11, 2020

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



REQUEST OF ACTION

Subject: FY22 - District 9 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$7,500** for District 9.

B. Background / Discussion

For the 2021 - 2022 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

Motion List (3rd reading) for FY17: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Motion List (3rd reading) for FY22, Special Called Meeting – June 10, 2021: Establish Hospitality Tax discretionary accounts for each district in FY22 at the amount of \$82,425. Move that all unallocated district specific H-Tax funding for FY20-21 be carried over and added to any additional funding for FY21-22.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY22 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 9 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Hospitality Account Funding	\$ 82,425
FY2021 Remaining	\$115,475
FY2022 Allocations	\$ 82,245
SC Junetenth Freedom Festival	\$ 7,500
Total Allocation	\$ 7,500
Remaining Balance	\$185,400

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3rd Reading of Budget FY19 June 21 ,2018
- 3rd Reading of the Budget FY20 June 10, 2019
- 3rd Reading of the Budget FY21 June 11, 2020

D. Alternatives

1. Consider the request and approve the allocation.

2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**A RESOLUTION OF THE
RICHLAND COUNTY COUNCIL**

A RESOLUTION TO APPOINT AND COMMISSION JAMAL RASHAWN CLAVON AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF RICHLAND COUNTY.

WHEREAS, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

WHEREAS, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County;

NOW, THEREFORE, BE IT RESOLVED THAT Jamal Rashawn Clavon is hereby appointed and commissioned a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon him by the governing body of this County, including the enforcement of the County’s animal control regulations, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Jamal Rashawn Clavon shall not perform any custodial arrests in the exercise of his duties as a code enforcement officer. This appointment shall remain in effect only until such time as Jamal Rashawn Clavon is no longer employed by Richland County to enforce the County’s animal control regulations.

ADOPTED THIS THE 19TH DAY OF APRIL, 2022.

Overture Walker, Chair
Richland County Council

Attest: _____
Michelle Onley
Clerk of Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**A RESOLUTION OF THE
RICHLAND COUNTY COUNCIL**

A RESOLUTION TO APPOINT AND COMMISSION KIALL BRENTON WRIGHT AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF RICHLAND COUNTY.

WHEREAS, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

WHEREAS, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County;

NOW, THEREFORE, BE IT RESOLVED THAT Kiall Brenton Wright is hereby appointed and commissioned a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon him by the governing body of this County, including the enforcement of the County’s animal control regulations, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Kiall Brenton Wright shall not perform any custodial arrests in the exercise of his duties as a code enforcement officer. This appointment shall remain in effect only until such time as Kiall Brenton Wright is no longer employed by Richland County to enforce the County’s animal control regulations.

ADOPTED THIS THE 19th DAY OF APRIL, 2022.

Overture Walker, Chair
Richland County Council

Attest: _____
Michelle Onley
Clerk of Council