

5. a. M-1 Zoning Update
- b. Lower Richland Sewer Update
- c. Promotion of CRC 911 Deputy Director Kimberly Gathers to CRC 911 Director
- d. Employee Service Recognition
- e. NIP: Neighborhood Leadership Training Forum
- f. Community Development Annual Action Plan

Report Of The Clerk Of Council

Report Of The Chairman

6. a. Richland County Transportation Study Commission
- b. Reapportionment

Approval Of Consent Items

7. 10-12MA
Richland County Conservation Commission
Jim Wilson
Apply Conservation Overlay to an existing PDD (236 Acres)
17500-03-42
Longtown Rd. [**THIRD READING**] [**PAGE 23**]
8. 10-13MA
Richland County Conservation Commission
Jim Wilson
Apply Conservation Overlay to an existing RU (3 Acres)
09411-05-71
Blue Ridge Terrace [**THIRD READING**] [**PAGE 25**]
9. 10-14MA
Richland County Conservation Commission
Jim Wilson
Apply Conservation Overlay to an existing PDD (3 Acres)
20300-02-40
Rice Creek Farms [**THIRD READING**] [**PAGE 27**]
10. 10-15MA
Richland County Conservation Commission
Apply Conservation Overlay to an existing PDD (7 Acres)
20300-02-34
Lee Rd. [**THIRD READING**] [**PAGE 29**]
11. 10-16MA

Richland County Conservation Commission
Jim Wilson
Apply Conservation Overlay to an existing RM-HD (11 Acres)
17300-02-35
Farrow Rd. [**THIRD READING**] [**PAGE 31**]

12. An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Section 26-59, Planned Development Review/Approval; so as to correct the section reference for PDD Regulations [**THIRD READING**] [**PAGES 33-34**]
13. An Ordinance Authorizing (1) the execution and delivery of an infrastructure credit and incentive agreement by and among Richland County, South Carolina (the "County"), Navistar, Inc. ("Navistar"), and Pure Power Technologies, LLC ("PPT"), to provide for, in part, special source revenue credits to Navistar, PPT, and their respective affiliates, successors, and assigns, the conveyance by Richland County of certain land and real property improvements, and the inclusion and maintenance of certain property in a joint county industrial or business park; and (2) other matters related thereto [**THIRD READING**] [**PAGES 36-73**]
14. An Ordinance establishing a policy for grant administrative fees and establishing the amount of such fees [**SECOND READING**] [**PAGES 75-76**]
15. Sheriff's Vehicles Bond Ordinance [**SECOND READING**] [**PAGES 78-106**]

Report Of Administration And Finance Committee

16. Richland County Freedom of Information Policy [**PAGES 108-111**]
17. Same Sex Interpersonal Violence Support Group Grant [**PAGE 113**]

Report Of Economic Development Committee

18. Ordinance Authorizing the County to execute and deliver a Master Park Agreement for the creation and maintenance of a multicounty business or industrial park between Richland County, South Carolina, and Fairfield County, South Carolina; and other related matters [**FIRST READING**] [**PAGES 115-131**]
19. Ordinance Authorizing pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee-in-lieu of tax agreement, by and between Richland County, South Carolina, and Verizon Wireless, as sponsor, and one or more sponsor affiliates, to provide for a fee-in-lieu of ad valorem taxes incentive, including the grant of an infrastructure credit; and other related matters [**FIRST READING**] [**PAGES 133-162**]
20. Ordinance Authorizing Richland County, South Carolina to issue, from time to time or at one time, in one or more issues or series, its revenue bonds, in an aggregate principal amount not to exceed \$20,000,000 (the "Bonds"), the proceeds of which will be used to finance the acquisition, construction and renovation of certain property to be used in connection with the Eastover, South Carolina Mill of International Paper Company, consisting of capital improvements, including, but not limited to, any recovery zone property, pulp mill and power facilities, paper production facilities and related facilities, at the mill, pursuant to Section 4-29-10 EtSeq. of the 1976 Code of Laws of South Carolina, as amended; authorizing the execution and delivery of a contract of purchase providing for the issuance, sale and purchase of such bonds; and authorizing the

issuance of the bonds and the execution of necessary documents and the taking of any other action necessary to be taken by Richland County, South Carolina to cause the issuance and sale of such bonds **[FIRST READING] [PAGES 164-170]**

21. Resolution confirming the County's intent to use the County's American Recovery and Reinvestment Act of 2009 Bond-Cap Allocations; authorizing the County Administrator to make determinations with respect to appropriate projects, if any, eligible to use the cap; and other related matters **[PAGES 172-173]**

Report Of Rules And Appointments Committee

1. Notification Of Appointments

22. Midlands Workforce Development Board-6 [Reginald Abraham, Leonard Cooper, Fredrick B. Davis, Sr., Yvonne H. Manley, Rosalind Miller and Joann Richardson] **[PAGES 175-181]**

2. Discussion From Rules And Appointments Committee

23. Cultural Council Appointment
24. Bonding attorneys are to limit their presentations to answering the question asked and only providing the facts of a specific bond. They are not to provide support for or forecast possible future need for the item the bond is being sought. No personal opinion or interjection is to be given [MALINOWSKI]
25. Financial System Access for Council members [WASHINGTON] **[PAGE 185]**

Other Items

26. Tiered Health Insurance [MANNING] **[PAGES 187-191]**
27. Report of the Transportation Ad Hoc Committee
 - a. Intergovernmental Agreement with SCDOT [ACTION]
 - b. Transportation Sales Tax: Consultant and Educational Campaign Budget Amendment **[PAGES 193-194]**
28. HUD Sustainable Communities Regional Planning Grant/MOU **[PAGES 196-199]**

Citizen's Input

29. Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

30. The subdivision of land for heirs should not be treated and subjected to the same as that of a developer. Subdividing land should identify lots with access but not subject to engineering

drawings and paved roads with sidewalks [JACKSON]

Adjournment



Richland County Council Request of Action

Subject

- a. Resolution honoring Jim McCauley for his service as President of the Hickory Ridge Subdivision [JACKSON]
- b. Resolution honoring Coach Ray Tanner and the USC Baseball Team for their successful season [KENNEDY]
- c. Resolution honoring Former Mayor Bob Coble for his years of service [KENNEDY]
- d. Resolution honoring Mayor Steve Benjamin on becoming the first African American mayor of the City of Columbia [KENNEDY]

Richland County Council Request of Action

Subject

Regular Session: July 6, 2010 [PAGES 8-17]

MINUTES OF



RICHLAND COUNTY COUNCIL REGULAR SESSION TUESDAY, JULY 6, 2010 6:00 p.m.

In accordance with the Freedom of Information Act, a copy of the agenda was sent to radio and TV stations, newspapers, persons requesting notification, and was posted on the bulletin board located in the lobby of the County Administration Building.

MEMBERS PRESENT:

Vice Chair	Damon Jeter
Member	Gwendolyn Davis Kennedy
Member	Joyce Dickerson
Member	Valerie Hutchinson
Member	Norman Jackson
Member	Bill Malinowski
Member	Jim Manning
Member	L. Gregory Pearce, Jr.
Member	Kelvin Washington
Absent	Paul Livingston
	Kit Smith

OTHERS PRESENT – Michelle Cannon-Finch, Milton Pope, Tony McDonald, Sparty Hammett, Roxanne Ancheta, Randy Cherry, Stephany Snowden, Jennifer Dowden, Tamara King, Larry Smith, Anna Almeida, Daniel Driggers, Sara Salley, Pam Davis, Jim Wilson, Dale Welch, David Hoops, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 6:04 p.m.

INVOCATION

The Invocation was given by the Honorable Norman Jackson

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Norman Jackson

APPROVAL OF MINUTES

Regular Session: June 15, 2010 – Ms. Dickerson moved, seconded by Ms. Hutchinson, to approve the minutes as submitted. The vote in favor was unanimous.

Zoning Public Hearing: June 22, 2010 – Mr. Pearce moved, seconded by Ms. Dickerson, to approve the minutes as submitted. The vote in favor was unanimous.

ADOPTION OF AGENDA

Mr. Pope stated an item entitled “Richland County Entitlement & Formula Grants” needed to be added to the agenda under Other Items.

Ms. Hutchinson moved, seconded by Mr. Washington, to adopt the agenda as amended. The vote in favor was unanimous.

REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION MATTERS

- a. **Conservation Commission proposed bid on Ft. Jackson parcels to protect Gills Creek**
- b. **Attorney General’s Opinion re: Voter’s Registration**
- c. **Mallory vs. Richland County**

CITIZENS’ INPUT

No one signed up to speak.

REPORT OF THE COUNTY ADMINISTRATOR

Employee Recognition – Mr. Pope stated Ms. Anna Almeida was named the Development and Services Director and Mr. Chris Eversmann will be the new Hamilton-Owens Airport Manager.

M-1 Zoning Update – Mr. Pope stated that Mr. Geo Price would be giving a presentation at the July Zoning Public Hearing regarding this matter.

Lower Richland Sewer Update – Mr. Pope stated that the three options previously presented to Council are still being pursued.

Farmers' Market Update – Mr. Pope stated that the joint resolution has been approved and that the committee items regarding the Farmers' Market will be coming back before Council.

Navistar Grant – Mr. Pope stated that Richland County has received a \$300,000 grant.

REPORT OF THE CLERK OF COUNCIL

July Wrap-Up Meeting: July 27, 2010 – Ms. Finch stated the July wrap-up meeting will be held July 27th immediately following the Zoning Public Hearing meeting.

August Recess: Council Meeting Schedule – Ms. Finch stated that the first meeting after the August recess will be September 7th.

Retreat: Visionary Legacy of Council – Mr. Manning will provide potential dates in September to the Clerk's Office.

REPORT OF THE CHAIRMAN

No report was given.

OPEN/CLOSE PUBLIC HEARINGS

- **An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-2, Loitering; so as to add additional language to the definition** – No one signed up to speak.
- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 23, Taxation; Article VI, Local Hospitality Tax; Section 23-65, Definitions; Section 23-72, Inspections, Audits, and Administration; Section 23-73, Assessments and Appeals of Hospitality Tax; and Section 23-74, Violations and Penalties; so as to clarify and revise the language therein** – No one signed up to speak.
- **Authorizing and providing for the creation of the Hopkins Waterworks System and for the issuance of Hopkins Waterworks System Improvement Revenue Bonds of Richland County, South Carolina; prescribing the form of bonds; limiting the payment of the bonds solely to the net revenues derived from the operation of the Waterworks System and pledging the revenues to such payment; creating certain funds and providing for payments into such funds; and making other covenants and agreements in connection with the foregoing** – No one signed up to speak.
- **An Ordinance Authorizing (1) the execution and delivery of an infrastructure credit and incentive agreement by and among Richland County, South Carolina (the "County"), Navistar, Inc. ("Navistar"), and Pure Power Technologies, LLC ("PPT"), to provide for, in part, special source revenue credits to Navistar, PPT, and their respective affiliates, successors, and assigns, the conveyance by Richland County of certain**

land and real property improvements, and the inclusion and maintenance of certain property in a joint county industrial or business park; and (2) other matters related thereto – No one signed up to speak.

APPROVAL OF CONSENT ITEMS

- **Business Service Center: Hospitality Tax Ordinance Amendments [THIRD READING]**
- **10-12MA, Richland County Conservation Commission, Jim Wilson, Apply Conservation Overlay to an existing PDD (236 Acres), 17500-03-42, Longtown Rd. [SECOND READING]**
- **10-13MA, Richland County Conservation Commission, Jim Wilson, Apply Conservation Overlay to an existing RU (3 Acres), 09411-05-71, Blue Ridge Terrace [SECOND READING]**
- **10-14MA, Richland County Conservation Commission, Jim Wilson, Apply Conservation Overlay to an existing PDD (3 Acres), 20300-02-40, Rice Creek Farms [SECOND READING]**
- **10-15MA, Richland County Conservation Commission, Jim Wilson, Apply Conservation Overlay to an existing PDD (7 Acres), 20300-02-34, Lee Rd. [SECOND READING]**
- **10-16MA, Richland County Conservation Commission, Jim Wilson, Apply Conservation Overlay to an existing RM-HD (11 Acres), 17300-02-35, Farrow Rd. [SECOND READING]**
- **Adoption of the Complete Streets Goals and Objectives**
- **Conservation Easement-Clark Family Property**
- **Contract Renewal for Detention Center Fire and Security System**
- **Contract Renewal for Detention Center Food Services**
- **Contract Renewal for Detention Center Medical Services**
- **Sheriff's Vehicle Bond Ordinance [FIRST READING]**

Mr. Pearce moved, seconded by Ms. Kennedy, to approve the consent items. The vote in favor was unanimous.

THIRD READING

To amend the ordinance dealing with Loitering – Mr. Jackson moved, seconded by Mr. Pearce, to defer this item. The vote in favor was unanimous.

SECOND READING

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Section 26-59, Planned Development Review/Approval; so as to correct the section reference for PDD Regulations – Ms. Hutchinson moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

An Ordinance Authorizing (1) the execution and delivery of an infrastructure credit and incentive agreement by and among Richland County, South Carolina (the "County"), Navistar, Inc. ("Navistar"), and Pure Power Technologies, LLC ("PPT"), to provide for, in part, special source revenue credits to Navistar, PPT, and other respective affiliates, successors, and assigns, the conveyance by Richland County of certain land and real property improvements, and the inclusion and maintenance of certain property in a joint county industrial or business park; and (2) other matters related thereto – Mr. Malinowski moved to unanimously approve this item. A discussion took place.

The vote in favor was unanimous.

FIRST READING

An Ordinance establishing a policy for grant administrative fees and establishing the amount of such fees – Mr. Malinowski moved to unanimously approve this item. A discussion took place.

The vote in favor was unanimous.

REPORT OF DEVELOPMENT AND SERVICES COMMITTEE

2007 Roadway Resurfacing Project Additive #6 – Ms. Hutchinson moved, seconded by Mr. Malinowski, to approve this item. The vote in favor was unanimous.

REPORT OF ADMINISTRATION AND FINANCE COMMITTEE

Child Sexual Predator Program Grant—Sheriff's Department – Mr. Malinowski moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

Contract Renewal for Detention Center HVAC System – Mr. Washington moved, seconded by Ms. Hutchinson, to approve this item. The vote in favor was unanimous.

COP's Hiring Program Grant—Sheriff's Department – Ms. Dickerson moved, seconded by Mr. Pearce, to approve this item. A discussion took place.

The vote in favor was unanimous.

Richland County Freedom of Information Policy – A discussion took place.

Mr. Washington moved, seconded by Mr. Malinowski, to defer this item until the July 20th Council meeting. The vote was in favor.

Same Sex Interpersonal Violence Support Group Grant – Mr. Malinowski moved, seconded by Ms. Hutchinson, to defer this item until the July 20th Council meeting. The vote in favor was unanimous.

REPORT OF RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF VACANCIES

- a. **Community Relations Council—2** – Mr. Malinowski stated that the committee recommended advertising for these vacancies. The vote in favor was unanimous.

II. NOTIFICATION OF APPOINTMENTS

- a. **Accommodations Tax Committee—2** – Mr. Malinowski stated that the committee recommended re-advertising for these vacancies. The vote in favor was unanimous.
- b. **Appearance Commission, Landscaper/Landscape Architect—1** – Mr. Malinowski stated that the committee recommended re-advertising for this vacancy. The vote in favor was unanimous.
- c. **Building Codes Board of Adjustments and Appeals—1** – Mr. Malinowski stated that the committee recommended re-advertising for this vacancy. The vote in favor was unanimous.
- d. **Business Service Center Appeals Board—1** – Mr. Malinowski stated that the committee recommended re-advertising for this vacancy. The vote in favor was unanimous.
- e. **East Richland Public Service Commission—2** – Mr. Malinowski stated that the committee recommended appointing Mr. Robert D. Murphy and Mr. Yves Naar. The vote in favor was unanimous.
- f. **Historic Columbia Foundation—1** – Mr. Malinowski stated that the committee recommended re-advertising for this vacancy. The vote in favor was unanimous.
- g. **Internal Audit Committee—2** – Mr. Malinowski stated that the committee recommended re-advertising for these vacancies. The vote in favor was unanimous.
- h. **Midlands Workforce Development Board—6** – Mr. Malinowski stated this item was retained in committee pending a legal opinion.

- i. **Richland County Public Library Board—6** – Mr. Malinowski stated that the committee recommended appointing Mr. John David Baker, Mr. Nathaniel A. Barber, Mr. Rox W. Pollard, Jr., Ms. Alethia Parr Rearden, and Ms. Ida W. Thompson.

A motion was made to vote on the applicants individually.

<u>For</u>	<u>Against</u>
Pearce	Malinowski
Jeter	Jackson
Dickerson	Hutchinson
Washington	Manning
	Kennedy

A motion was made to accept the committee's recommendation.

<u>For</u>	<u>Against</u>
Malinowski	Pearce
Jackson	Jeter
Hutchinson	Dickerson
Manning	Washington
Kennedy	

Mr. Manning moved, seconded by Mr. Pearce, to nominate Mr. George C. Johnson for the remaining position.

Mr. Malinowski made a substitute motion, seconded by Mr. Jackson, to nominate Mr. Joseph Ladson Taylor for the remaining position.

Ms. Hutchinson made a second substitute motion to nominate Ms. Gail Baker Anastasion for the remaining position. The motion died for lack of a second.

Mr. Malinowski and Mr. Jackson voted for Mr. Joseph Ladson Taylor.

Ms. Hutchinson, Mr. Pearce, Mr. Jeter, Ms. Dickerson, Mr. Manning, Ms. Kennedy, and Mr. Washington voted for Mr. George C. Johnson.

Mr. John David Baker, Mr. Nathaniel A. Barber, Mr. Rox W. Pollard, Jr., Ms. Alethia Parr Rearden, Ms. Ida W. Thompson and Mr. George C. Johnson were appointed to the Richland County Public Library Board.

III. DISCUSSION FROM RULES AND APPOINTMENTS COMMITTEE

- a. **Bonding attorneys are to limit their presentations to answering the questions asked and only providing the facts of a specific bond. They are not to provide support for or forecast possible future need for the item the bond is being sought. No personal opinion or interjection is to be given. [Malinowski]** – Mr. Malinowski stated that this item was retained in committee.
- b. **Financial System Access for Council members** – Mr. Malinowski stated this item was retained in committee.

OTHER ITEMS

A Resolution to Appoint and Commission Duste Beckroge Johnston as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County – Mr. Washington moved, seconded by Mr. Pearce, to approve this item. The vote in favor was unanimous.

A resolution to Appoint and Commission Bernard Quinton Epps as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County – Mr. Pearce moved, seconded by Ms. Hutchinson, to approve this item. The vote in favor was unanimous.

A Resolution to Appoint and Commission Kecia D. Lara, Branden L. Wade, Larry B. Kleine, and Scott A. Miller as Code Enforcement Officers for the proper security, general welfare, and convenience of Richland County – Mr. Pearce moved, seconded by Mr. Jackson, to approve this item. The vote in favor was unanimous.

Pine Lake Spillway—Emergency Procurement – Mr. Jackson moved, seconded by Ms. Hutchinson, to approve this item. The vote in favor was unanimous.

Conservation Commission proposed bid on Ft. Jackson parcels to protect Gills Creek – This item was taken up during Executive Session.

FY11 Richland County Entitlement and Formula Grants – Mr. Pearce moved, seconded by Ms. Hutchinson, to approve this item. The vote in favor was unanimous.

CITIZEN'S INPUT

No one signed up to speak.

EXECUTIVE SESSION

=====
Council went into Executive Session at approximately 7:02 p.m. and came out at
approximately 7:25 p.m.
=====

- a. **Conservation Commission proposed bid on Ft. Jackson parcels to protect Gills Creek** – Ms. Hutchinson moved, seconded by Mr. Washington, to authorize the Conservation Commission to bid on parcels presently held by Ft. Jackson. The vote in favor was unanimous.
- b. **Attorney General's Opinion Re: Voter's Registration** – Ms. Dickerson moved, seconded by Mr. Malinowski, to forward this item to the Rules & Appointments Committee. The vote in favor was unanimous.
- c. **Mallory vs. Richland County** – No action taken.

MOTION PERIOD

That Richland County enact a tree canopy ordinance and inventory to preserve and enhance the number of trees in Richland County [MALINOWSKI] – This item was referred to the D&S Committee.

Resolution honoring Ray Tanner on behalf of the USC baseball team [KENNEDY] – The resolution was unanimously adopted.

Resolution honoring former Mayor Bob Coble for 20 years of service to the City of Columbia [KENNEDY] – The resolution was unanimously adopted.

Resolution honoring Mayor Steven Benjamin as the new mayor of the City of Columbia [KENNEDY] – The resolution was unanimously adopted.

Richland County shall have in place a grease trap ordinance that all commercial food preparation customers using Richland County sewer systems shall have grease traps inspected and pumped out every two (2) months or sooner [MALINOWSKI] – This item was referred to the D&S Committee.

ADJOURNMENT

The meeting adjourned at approximately 7:32 p.m.

Paul Livingston, Chair

Damon Jeter, Vice-Chair

Gwendolyn Davis Kennedy

Joyce Dickerson

Valerie Hutchinson

Norman Jackson

Bill Malinowski

Jim Manning

L. Gregory Pearce, Jr.

Kit Smith

Kelvin E. Washington, Sr.

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

- a. McEntire vs. Richland County

Richland County Council Request of Action

Subject

For Items on the Agenda Not Requiring a Public Hearing

Richland County Council Request of Action

Subject

- a. M-1 Zoning Update
- b. Lower Richland Sewer Update
- c. Promotion of CRC 911 Deputy Director Kimberly Gathers to CRC 911 Director
- d. Employee Service Recognition
- e. NIP: Neighborhood Leadership Training Forum
- f. Community Development Annual Action Plan

Richland County Council Request of Action

Subject

- a. Richland County Transportation Study Commission
- b. Reapportionment

Richland County Council Request of Action

Subject

10-12MA
Richland County Conservation Commission
Jim Wilson
Apply Conservation Overlay to an existing PDD (236 Acres)
17500-03-42
Longtown Rd. **[THIRD READING] [PAGE 23]**

Notes

First Reading: June 22, 2010
Second Reading: July 6, 2010
Third Reading:
Public Hearing: June 22, 2010

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ___-10HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, BY APPLYING THE C (CONSERVATION OVERLAY) DISTRICT ONTO REAL PROPERTY ZONED PDD (PLANNED DEVELOPMENT DISTRICT) AND FURTHER DESCRIBED AS TMS # 17500-03-42; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended by applying the C (Conservation Overlay) District onto real property zoned PDD (Planned Development District) and further described as TMS # 17500-03-42.

Section II. Severability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2010.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2010.

Michielle R. Cannon-Finch
Clerk of Council

Public Hearing: June 22, 2010 (tentative)
First Reading: June 22, 2010 (tentative)
Second Reading:
Third Reading:

Richland County Council Request of Action

Subject

10-13MA
Richland County Conservation Commission
Jim Wilson
Apply Conservation Overlay to an existing RU (3 Acres)
09411-05-71
Blue Ridge Terrace **[THIRD READING] [PAGE 25]**

Notes

First Reading: June 22, 2010
Second Reading: July 6, 2010
Third Reading:
Public Hearing: June 22, 2010

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-10HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, BY APPLYING THE C (CONSERVATION OVERLAY) DISTRICT ONTO REAL PROPERTY ZONED RU (RURAL DISTRICT) AND FURTHER DESCRIBED AS TMS # 09411-05-71; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended by applying the C (Conservation Overlay) District onto real property zoned RU (Rural District) and further described as TMS # 09411-05-71.

Section II. Severability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2010.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2010.

Michielle R. Cannon-Finch
Clerk of Council

Public Hearing: June 22, 2010 (tentative)
First Reading: June 22, 2010 (tentative)
Second Reading:
Third Reading:

Richland County Council Request of Action

Subject

10-14MA
Richland County Conservation Commission
Jim Wilson
Apply Conservation Overlay to an existing PDD (3 Acres)
20300-02-40
Rice Creek Farms **[THIRD READING] [PAGE 27]**

Notes

First Reading: June 22, 2010
Second Reading: July 6, 2010
Third Reading:
Public Hearing: June 22, 2010

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-10HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, BY APPLYING THE C (CONSERVATION OVERLAY) DISTRICT ONTO REAL PROPERTY ZONED PDD (PLANNED DEVELOPMENT DISTRICT) AND FURTHER DESCRIBED AS TMS # 20300-02-40; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended by applying the C (Conservation Overlay) District onto real property zoned PDD (Planned Development District) and further described as TMS # 20300-02-40.

Section II. Severability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2010.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2010.

Michielle R. Cannon-Finch
Clerk of Council

Public Hearing: June 22, 2010 (tentative)
First Reading: June 22, 2010 (tentative)
Second Reading:
Third Reading:

Richland County Council Request of Action

Subject

10-15MA
Richland County Conservation Commission
Apply Conservation Overlay to an existing PDD (7 Acres)
20300-02-34
Lee Rd. **[THIRD READING] [PAGE 29]**

Notes

First Reading: June 22, 2010
Second Reading: July 6, 2010
Third Reading:
Public Hearing: June 22, 2010

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-10HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, BY APPLYING THE C (CONSERVATION OVERLAY) DISTRICT ONTO REAL PROPERTY ZONED PDD (PLANNED DEVELOPMENT DISTRICT) AND FURTHER DESCRIBED AS TMS # 20300-02-34; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended by applying the C (Conservation Overlay) District onto real property zoned PDD (Planned Development District) and further described as TMS # 20300-02-34.

Section II. Severability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2010.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2010.

Michielle R. Cannon-Finch
Clerk of Council

Public Hearing: June 22, 2010 (tentative)
First Reading: June 22, 2010 (tentative)
Second Reading:
Third Reading:

Richland County Council Request of Action

Subject

10-16MA
Richland County Conservation Commission
Jim Wilson
Apply Conservation Overlay to an existing RM-HD (11 Acres)
17300-02-35
Farrow Rd. **[THIRD READING] [PAGE 31]**

Notes

First Reading: June 22, 2010
Second Reading: July 6, 2010
Third Reading:
Public Hearing: June 22, 2010

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-10HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, BY APPLYING THE C (CONSERVATION OVERLAY) DISTRICT ONTO REAL PROPERTY ZONED RM-HD (RESIDENTIAL, MULTI-FAMILY – HIGH DENSITY DISTRICT) AND FURTHER DESCRIBED AS TMS # 17300-02-35; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

Section I. The Zoning Map of unincorporated Richland County is hereby amended by applying the C (Conservation Overlay) District onto real property zoned RM-HD (Residential, Multi-Family – High Density District) and further described as TMS # 17300-02-35.

Section II. Severability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section III. Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2010.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2010.

Michielle R. Cannon-Finch
Clerk of Council

Public Hearing: June 22, 2010 (tentative)
First Reading: June 22, 2010 (tentative)
Second Reading:
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Section 26-59, Planned Development Review/Approval; so as to correct the section reference for PDD Regulations [**THIRD READING**] [**PAGES 33-34**]

Notes

First Reading: June 22, 2010

Second Reading: July 6, 2010

Third Reading:

Public Hearing: June 22, 2010

DRAFT

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___10HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; ARTICLE IV, AMENDMENTS AND PROCEDURES; SECTION 26-59, PLANNED DEVELOPMENT REVIEW/APPROVAL; SUBSECTION (F), FORMAL REVIEW; PARAGRAPH (2), ACTION BY THE COUNTY COUNCIL; SUBPARAGRAPH B. APPROVAL; SO AS TO CORRECT THE SECTION REFERENCE FOR PDD REGULATIONS.

Pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. The Richland County Code of Ordinances; Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-59, Planned Development Review/Approval; Subsection (f), Formal Review; Paragraph (2), Action by the County Council; Subparagraph b. Approval; is hereby amended to read as follows:

- b. *Approval.* After conducting the public hearing, the county council may:
 - 1. Approve the application to and amend the zoning map; or
 - 2. Continue the matter for additional consideration; or
 - 3. Deny the application.

The regulations for PDD Districts (Section ~~26-99~~ 26-102 of this chapter) are minimum requirements and the county council may impose conditions and safeguards in excess of, or in addition to, the specific requirements set forth therein. Ability to meet the minimum requirements does not per se create an indication that an applicant should be entitled to a map amendment and PDD approval.

SECTION II. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. This ordinance shall be effective from and after _____, 2010.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

DRAFT

Attest this the ____ day of
_____, 2010

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only
No Opinion Rendered As To Content

Public Hearing: June 22, 2010 (tentative)
First Reading: June 22, 2010 (tentative)
Second Reading:
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Authorizing (1) the execution and delivery of an infrastructure credit and incentive agreement by and among Richland County, South Carolina (the "County"), Navistar, Inc. ("Navistar"), and Pure Power Technologies, LLC ("PPT"), to provide for, in part, special source revenue credits to Navistar, PPT, and their respective affiliates, successors, and assigns, the conveyance by Richland County of certain land and real property improvements, and the inclusion and maintenance of certain property in a joint county industrial or business park; and (2) other matters related thereto **[THIRD READING] [PAGES 36-73]**

Notes

First Reading: December 15, 2009
Second Reading: July 6, 2010
Third Reading:
Public Hearing: July 6, 2010

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

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AND INCENTIVE AGREEMENT BY AND AMONG RICHLAND COUNTY, SOUTH CAROLINA (THE "COUNTY"), NAVISTAR, INC. ("NAVISTAR"), AND PURE POWER TECHNOLOGIES, LLC ("PPT"), TO PROVIDE FOR, IN PART, SPECIAL SOURCE REVENUE CREDITS TO NAVISTAR, PPT, AND THEIR RESPECTIVE AFFILIATES, SUCCESSORS, AND ASSIGNS, THE CONVEYANCE BY RICHLAND COUNTY OF CERTAIN LAND AND REAL PROPERTY IMPROVEMENTS, AND THE INCLUSION AND MAINTENANCE OF CERTAIN PROPERTY IN A JOINT COUNTY INDUSTRIAL OR BUSINESS PARK; AND (2) OTHER MATTERS RELATED THERETO.

WHEREAS, Richland County, South Carolina (the "County") acting by and through its County Council (the "County Council") is authorized by Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, including Sections 4-1-170 and 4-1-175 thereof, Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (collectively, the "Act"), and Article VIII, Section 13 of the South Carolina Constitution (i) to provide special source revenue credits for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or the project and for improved and unimproved real estate used in the operation of a manufacturing facility or commercial enterprise to enhance the economic development of the County; and (ii) to create, in conjunction with one or more other counties, a joint county industrial or business park ("Park") in order to afford certain enhanced income tax credits to certain investors and to facilitate the grant of such special source revenue credits; and

WHEREAS, Navistar, Inc., a Delaware corporation ("Navistar"), has made a significant investment in the County through the establishment of certain manufacturing and research and development facilities (collectively, the "Project") including, without limitation, by its purchase of certain membership interests and assets from Continental Automotive Systems US, Inc., a Delaware corporation ("CAS"), including, among other things, (i) all of the membership interests of Continental Diesel Systems US, LLC, a Delaware limited liability company ("CDS"), which has since been renamed Pure Power Technologies, LLC ("PPT"), and (ii) real and personal property comprising a portion of facilities located at 1410 Northpoint Boulevard, Blythewood, South Carolina (the "Production Facility") and personal property comprising a portion of facilities located at 121 Research Drive, Columbia, South Carolina (the "R&D Facility"); and

WHEREAS, a portion of investment in the Project consists of investment in certain real property, including, among other things, land, buildings and other improvements to land, and certain personal property including, among other things, furniture, fixtures, machinery and equipment that were previously subject to that certain Lease Agreement dated December 30, 1999 between the County and Siemens Diesel Systems Technology, LLC (predecessor of CDS), as amended by that certain Amendment to Lease dated June 4, 2004, and terminated as of October 15, 2009 pursuant to that certain Settlement Agreement effective as of July 29, 2009 among the County, CAS, CDS, and Richland County Development Corporation (such property collectively referred to herein as the "Existing Blythewood Property"); and

WHEREAS, pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution, the County and Fairfield County, South Carolina (“Fairfield County”) have established a Park (the “Richland-Fairfield Park”) by entering into that certain Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of April 15, 2003, as amended or supplemented from time to time (the “Richland-Fairfield Park Agreement”); and

WHEREAS, the Production Facility, including, without limitation, the Existing Blythewood Property, is presently located on land more fully described on the **Exhibit A** attached hereto and made a part hereof (the “Production Facility Land”); and

WHEREAS, the County and Fairfield County have previously amended the Richland-Fairfield Park Agreement to expand the boundaries of the Richland-Fairfield Park to include therein the Production Facility Land and the real and personal property located thereon, including, without limitation, the Existing Blythewood Property, and the County has agreed to maintain such property within the boundaries of the Richland-Fairfield Park (or a replacement or successor Park) in order to facilitate the Special Source Revenue Credits (as defined below); and

WHEREAS, in accordance with Article VIII, Section 13 of the South Carolina Constitution, real and personal property having a *situs* in the Richland-Fairfield Park (or any other Park) is exempt from all *ad valorem* taxation, however, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the County in the total amount equivalent to the *ad valorem* property taxes that would have been due and payable with respect to such real and personal property but for the location of the such real and personal property within such Park (each, a “Richland Fee Payment”); and

WHEREAS, the County has agreed to provide special source revenue credits against each Richland Fee Payment made by Navistar, PPT, and their Affiliates, successors, and assigns (collectively, the “Company”) as further detailed in the Agreement (as defined below), with respect to the Existing Blythewood Property in an amount sufficient to reduce each such Richland Fee Payment so that the resulting net Richland Fee Payment equals the amount of such payment if calculated using an assessment ratio of 6% and a locked millage rate equal to the millage rate in effect for the Production Facility as of October 29, 2009, 460.8 mills, for a period of twenty (20) years beginning with the Richland Fee Payment (or Richland Fee Payments, as the case may be) due on January 15, 2011 and terminating with the Richland Fee Payment (or Richland Fee Payments, as the case may be) due on January 15, 2030 (the “Special Source Revenue Credits”); and

WHEREAS, the County has agreed to convey, or cause to be conveyed, by Title to Real Estate Limited Warranty Deed to PPT marketable, insurable (at standard title insurance rates), fee simple title to the land on which the R&D Facility is presently located, and more fully described on the **Exhibit B** attached hereto and made a part hereof (the “R&D Facility Land”), together with and including all improvements, buildings, rights, members, easements, appurtenances and hereditaments belonging or in anywise incident or appertaining to the R&D Facility Land; and

WHEREAS, the terms of each of these incentives and conveyances are more fully described in the Infrastructure Credit and Incentive Agreement (the “Agreement”), attached hereto as **Exhibit C** and made a part hereof; and

WHEREAS, the 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; and

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

Section 1. The provisions, terms, and conditions of the Agreement presented to this meeting and filed with the Clerk to Council, including, without limitation, the terms of each of the incentives and conveyances set forth above, which are more fully described in the Agreement, are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Agreement were set out in this Ordinance in its entirety. The Chair of County Council, or the Vice Chair of County Council in the event the Chair is absent, is hereby authorized, empowered, and directed to execute the Agreement in the name and on behalf of the County; the Clerk to County Council is hereby authorized and directed to attest the same; and the Chair of County Council, or the Vice Chair of County Council in the event the Chair is absent, is further authorized, empowered, and directed to deliver the Agreement to the Company.

Section 2. The Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as may be recommended by counsel for the County and as shall be approved by the official or officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Agreement now before this meeting.

Section 3. The Chair of County Council, or the Vice Chair of County Council in the event the Chair is absent, and the County Administrator, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to the Agreement and to carry out the transactions contemplated thereby and by this Ordinance.

Section 4. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid, unconstitutional, or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 5. All orders, ordinances, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall be effective after third and final reading.

Enacted this ____ day of July, 2010.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Paul Livingston, Chairman, County Council
Richland County, South Carolina

[SEAL]

Attest:

By: _____
Michielle Cannon Finch, Clerk to Council
Richland County, South Carolina

First Reading: December 15, 2009
Second Reading: July 6, 2010
Public Hearing: July 6, 2010
Third Reading: July 20, 2010

EXHIBIT A

PRODUCTION FACILITY LAND

LEGAL DESCRIPTION

All that certain piece, parcel or tract of land situate, lying and being in the County of Richland, State of South Carolina, more particularly described as follows:

Beginning at a point on the southern margin of the right-of-way of Northpoint Boulevard where it intersects with the western margin of the right-of-way of Community Road; thence running in a southeasterly direction for a distance of approximately 616.3 feet to a #4 Rebar at the Point of Beginning (POB-B), this #4 Rebar being a common corner of Parcel "B" and a parcel of property now or formerly of Keller Properties, Inc.; thence proceeding along an arc of a curve to the left having a radius of 6056.50 feet; an arc length of 270.38 feet; a chord bearing of S 30°42'38" E and a chord length of 270.33 feet to a #4 Rebar on the western margin of the right-of-way of Community Road; thence proceeding along Parcel "A" the following courses: a curve to the left having a radius of 50.00 feet; an arc length of 77.93 feet; a chord bearing of N76°38'30"W and a chord length 70.28 feet to a #4 Rebar; thence proceeding S58°42'22"W for a distance of 146.06 feet to a #4 Rebar; thence proceeding along an arc of a curve to the right having a radius of 800.00 feet; an arc length of 405.98 feet; a chord bearing of S73°14'46"W and a chord length of 401.64 feet to a #4 Rebar; thence proceeding N89°18'32"W for a distance of 197.20 feet to a #4 Rebar; thence proceeding along an arc of a curve to the left having a radius of 460.00 feet, an arc length of 86.99 feet, a chord bearing of S77°04'31"W a chord length of 170.96 feet to a #4 Rebar; thence proceeding S66°21'58"W for a distance of 103.97 feet to a #4 Rebar; thence proceeding along property now or formerly of T. Walter Brashier N08°44'56"W for a distance of 82.78 feet to a #4 Rebar; thence proceeding along reserved property and property now or formerly of Coca-Cola Bottling Company N66°21'53"E for a distance of 756.99 feet to a 2 ½" iron pipe; thence proceeding along property now or formerly of Keller Properties, Inc. S55°36'41"E for a distance of 163.06 feet to a 2" iron pipe; thence proceeding along property now or formerly of Keller Properties, Inc. N23°26'37"E for a distance of 209.45 feet to a #4 Rebar and Point of Beginning (POB-B), said parcel contains an area of 3.88 acres, more or less.

TOGETHER WITH

All that certain piece, parcel or tract of land situate, lying and being in the County of Richland, State of South Carolina, more particularly described as follows:

Beginning at a point on the southern margin of the right-of-way of Northpoint Boulevard where it intersects with the western margin of the right-of-way of Community Road; thence running in a southeasterly direction for a distance of approximately 616.3 feet to a #4 Rebar; thence proceeding along an arc of a curve to the left having a radius of 6056.50 feet; an arc length of 270.38 feet; a chord bearing of S30 42'38"E and a chord length of 270.33 feet to a #4 Rebar on the western margin of the right-of-way of Community Road, the Point of Beginning (POB-A); from said point of beginning, thence along the western margin of the right-of-way of Community Road the following courses to the creek; proceeding along a curve to the left having a radius of 6056.40 feet, a chord bearing and distance of S32°45'25"E, 162.27 feet, an arc length of 162.28 feet to a concrete monument; thence proceeding S33°02'31"E, 10.08 feet to a concrete monument at the point of curvature of a non-tangent curve; thence proceeding along a curve to the right having a radius of 5729.58 feet, a chord bearing and distance of S32°09'35"E, 258.44 feet, an arc length of 258.47 feet to a concrete monument; thence proceeding S31°05'41"E, 459.05 feet to a concrete monument at the point of curvature of a non-tangent curve; thence proceeding along a curve to the right having a radius of 883.73 feet, a chord bearing and distance of S14°05'35"E, 516.67 feet, an

arc length of 524.32 feet to a concrete monument; thence proceeding S02°54'14"W, 301.76 feet to a concrete monument at the point of curvature of a non-tangent curve; thence proceeding along a curve to the left having a radius of 965.22 feet, a chord bearing and distance of S05°48'06"E, 302.00 feet, an arc length of 303.25 feet to a concrete monument; thence proceeding S03°54'31"E, 162.57 feet to a concrete monument; thence proceeding S24°45'08"E, 45.78 feet to a point in the center of the creek; thence following the creek centerline S54°53'30"W, 92.85 feet to a point; thence following the creek centerline S80°29'27"W, 42.27 feet to a point; thence following the creek centerline S77°11'27"W, 45.78 feet to a point; thence following the creek centerline S85°05'49"W, 34.67 feet to a point; thence following the creek centerline S35°45'15"W, 37.68 feet to a point; thence following the creek centerline N. 79°22'15"W, 23.49 feet to a point; thence following the creek centerline S56°18'52"W, 58.20 feet to a point; thence following the creek centerline S81°54'49"W, 47.17 feet to a point; thence following the creek centerline S84°56'19"W, 26.03 feet to a point; thence following the creek centerline S79°16'52"W, 33.49 feet to a point; thence following the creek centerline N76°36'20"W, 39.05 feet to a point; thence following the creek centerline N75°36'20"W, 23.30 feet to a point; thence following the creek centerline S22°45'02"W, 36.32 feet to a point; thence following the creek centerline N80°20'08"W, 23.26 feet to a point; thence following the creek centerline N01°08'00"E, 20.82 feet to a point; thence following the creek centerline N52°59'26"W, 44.15 feet to a point; thence following the creek centerline N23°36'16"W, 39.49 feet to a point; thence following creek centerline N55°36'57"W, 48.22 feet to a point; thence following the creek centerline S71°31'34"W, 38.67 feet to a point; thence following the creek centerline S19°14'48"E, 19.57 feet to a point; thence following the creek centerline S50°35'39"W, 30.67 feet to a point; thence following the creek centerline N30°28'21"W, 16.24 feet to a point; thence following the creek centerline N36°29'39"W, 33.63 feet to a point; thence following the creek centerline N76°19'46"W, 49.29 feet to a point; thence following the creek centerline S73°49'21"W 22.68 feet to a point; thence following the creek centerline S03°18'27"W, 37.42 feet to a point; thence following the creek centerline N77°39'36"W, 41.24 feet to a point; thence following the creek centerline N77°33'40"W, 41.48 feet to a point; thence following the creek centerline N27°56'03"W, 33.98 feet to a point; thence following the creek centerline N60°27'23"W, 33.10 feet to a point; thence following the creek centerline S32°16'34"W, 24.52 feet to a point; thence following the creek centerline S89°16'56"W, 15.72 feet to a point; thence following the creek centerline N45°13'18"W, 38.26 feet to a point; thence following the creek centerline N26°17'46"E, 25.62 feet to a point; thence following the creek centerline N09°35'24"W, 25.42 feet to a point; ;thence following the creek centerline N84°41'36"W 15.32 feet to a point; thence following the creek centerline N07°53'25"E, 41.75 feet to a point; thence following the creek centerline N32°48'04"W, 25.64 feet to a point; thence following the creek centerline N71°09'43"W, 43.35 feet to a point; thence following the creek centerline N10°59'52"W, 28.18 feet to a point; thence following the creek centerline N64°22'23"W, 21.10 feet to a point; thence following the creek centerline S61°33'26"W, 20.51 feet to a point, thence following the creek centerline N67°57'58"W, 19.33 feet to a point; thence following the creek centerline S87°51'09"W, 26.09 feet to a point; thence following the creek centerline S44°17'45"W, 42.36 feet to a point; thence following the creek centerline S85°30'34"W, 17.61 feet to a point; thence following the creek centerline N55°25'28"W, 25.30 feet to a point; thence following the creek centerline N09°20'09"W; 25.33 feet to a point; thence following the creek centerline N59°58'35"W, 51.28 feet to a point; thence following the creek centerline N29°43'27"W, 42.86 feet to a point; thence following the creek centerline N48°39'23"W, 60.79 feet to a point; thence following the creek centerline S78°10'45"W, 18.08 feet to a point; thence following the creek centerline N50°00'43"W, 29.92 feet to a point; thence following the creek centerline N10°37'24"W, 25.73 feet to a point; thence following the creek centerline N35°41'36"W, 25.40 feet to a point; thence following the creek centerline S78°12'03"W, 33.67 feet to a point; thence following the creek centerline N47°42'19"W, 23.71 feet to a point; thence following the creek centerline N51°00'09"W, 43.98 feet to a point; thence following the creek centerline N79°33'04"W, 43.89 feet to a point; thence following the creek centerline S36°46'14"W, 24.19 feet to a point; thence proceeding along property now or formerly of T. Walter Brashier N08°44'56"W, 1,493.05 feet to a #4 Rebar; thence along Parcel "B" the following courses: N66°21'58"E, for a distance of 103.97 feet to a #4 Rebar; thence

proceeding along an arc of a curve to the right having a radius of 460.00 feet; an arc length of 86.99 feet, a chord bearing of N77°04'31"E a chord length of 170.96 feet to a #4 Rebar; thence proceeding S89°18'32"E for a distance of 197.20 feet to a #4 Rebar; thence proceeding along an arc of a curve to the left having a radius of 800.00 feet; an arc length of 405.98 feet; a chord bearing of N73°14'46"E and a chord length of 401.64 feet to a #4 Rebar; thence proceeding N58°42'22"E for a distance of 146.06 feet to a #4 Rebar; thence proceeding along a curve to the right having a radius of 50.00 feet, an arc length of 77.93 feet, a chord bearing of S76°38'30"E and a chord length of 70.28 feet to a #4 Rebar at the Point of Beginning (POB-A). Said parcel contains an area of 61.09 acres, more or less.

LESS HOWEVER: All that certain piece, parcel or tract of land situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as 1.46 acres on that certain survey title "Closing Survey for South Carolina Electric and Gas Company, Northpoint Industrial Park, 115/23kV Substation" prepared by Glenn Associates Surveying, Inc. dated August 9, 2006, and recorded in Book 1245, page 2240 in the Office of the Register of Deeds for Richland County, South Carolina, on October 27, 2006; said tract having such boundaries and measurements as shown on the Closing survey.

EXHIBIT B

R&D FACILITY LAND

LEGAL DESCRIPTION

All that certain piece, parcel and tract of land situate, lying and being in the County of Richland, State of South Carolina, near the City of Columbia, located on Research Drive, containing 2.8658 acres, more or less, more fully shown on that certain Property Survey and Easement Map prepared for Carolina Park Associates by A & S of Columbia, Inc. dated March 17, 1998, last revised March 24, 1998, and recorded in the Office of the Register of Deeds for Richland County in Book 29, page 447, also shown on that certain plat prepared for Katherine S. Milnor by Associated E & S, Inc. dated December 31, 1998, and recorded in the Office of the Register of Deeds for Richland County in Book 276, page 656. Reference to said plat is craved for a fuller description, with all measurements being a little more or less.

TOGETHER WITH

All of Katherine S. Milnor's right, title and interest in that certain non-exclusive, perpetual commercial easement more fully described in the Easement Agreement between Carolina Park Associates II and South Carolina Research Authority dated March 27, 1998, and recorded in the Office of the Richland County Register of Deeds in Book 32, page 389.

EXHIBIT C

INFRASTRUCTURE CREDIT AND INCENTIVE AGREEMENT

INFRASTRUCTURE CREDIT AND INCENTIVE AGREEMENT

by and among

RICHLAND COUNTY, SOUTH CAROLINA

and

NAVISTAR, INC.

and

PURE POWER TECHNOLOGIES, LLC

Dated as of July 1, 2010

NPCOL1:1857075.9-AGR-(TVC) 045392-00001

Item# 13

Attachment number 2
Page 1 of 29

INFRASTRUCTURE CREDIT AND INCENTIVE AGREEMENT

This INFRASTRUCTURE CREDIT AND INCENTIVE AGREEMENT, dated as of July 1, 2010 (as the same may be amended, modified or supplemented in accordance with the terms hereof, the “Agreement”), by and among RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (the “County”), NAVISTAR, INC., a Delaware corporation (“Navistar”), and PURE POWER TECHNOLOGIES, LLC, a Delaware limited liability company (“PPT”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “County Council”) is authorized by Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, including Sections 4-1-170 and 4-1-175 thereof, Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (collectively, the “Act”), and Article VIII, Section 13 of the South Carolina Constitution (i) to provide special source revenue credits for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or the project and for improved and unimproved real estate used in the operation of a manufacturing facility or commercial enterprise to enhance the economic development of the County; and (ii) to create, in conjunction with one or more other counties, a joint county industrial or business park (“Park”) in order to afford certain enhanced income tax credits to certain investors and to facilitate the grant of such special source revenue credits; and

WHEREAS, Navistar has made a significant investment in the County through the establishment of certain manufacturing and research and development facilities (collectively, the “Project”), including, without limitation, by its purchase of certain membership interests and assets from Continental Automotive Systems US, Inc., a Delaware corporation (“CAS”), including, among other things, (i) all of the membership interests of Continental Diesel Systems US, LLC, a Delaware limited liability company (“CDS”), which has since been renamed Pure Power Technologies, LLC, and (ii) real and personal property comprising a portion of facilities located at 1410 Northpoint Boulevard, Blythewood, South Carolina (the “Production Facility”) and personal property comprising a portion of facilities located at 121 Research Drive, Columbia, South Carolina (the “R&D Facility”)(the Production Facility and the R&D Facility, collectively referred to herein as, the “Facilities”); and

WHEREAS, a portion of investment in the Project consists of investment in certain real property, including, among other things, land, buildings and other improvements to land, and certain personal property including, among other things, furniture, fixtures, machinery and equipment, that were previously subject to that certain Lease Agreement dated December 30, 1999 between the County and Siemens Diesel Systems Technology, LLC (predecessor of CDS), as amended by that certain Amendment to Lease dated June 4, 2004, and terminated as of October 15, 2009 pursuant to that certain Settlement Agreement effective as of July 29, 2009 among the County, CAS, CDS, and Richland County Development Corporation (such property collectively referred to herein as the “Existing Blythewood Property”); and

WHEREAS, pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution, the County and Fairfield County, South Carolina (“Fairfield County”) have established a Park (the “Richland-Fairfield Park”) by entering into that certain Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of April 15, 2003, as amended or supplemented from time to

time (the “Richland-Fairfield Park Agreement”); and

WHEREAS, the Production Facility, including, without limitation, the Existing Blythewood Property, is presently located on land more fully described on the attached **Exhibit A** attached hereto and made a part hereof (the “Production Facility Land”); and

WHEREAS, the County and Fairfield County have previously amended the Richland-Fairfield Park Agreement to expand the boundaries of the Richland-Fairfield Park to include therein the Production Facility Land and the real and personal property located thereon, including, without limitation, the Existing Blythewood Property, and the County has agreed to maintain such property within the boundaries of the Richland-Fairfield Park (or a replacement or successor Park) in order to facilitate the Special Source Revenue Credits (as defined below); and

WHEREAS, in accordance with Article VIII, Section 13 of the South Carolina Constitution, real and personal property having a *situs* in the Richland-Fairfield Park (or any other Park) is exempt from all *ad valorem* taxation, however, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the County in the total amount equivalent to the *ad valorem* property taxes that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such Park (each, a “Richland Fee Payment”); and

WHEREAS, the County has agreed to provide special source revenue credits against each Richland Fee Payment made by Navistar, PPT, and their Affiliates (as defined below), successors, and assigns (in each case, to the extent the County is notified of same as set forth below), with respect to the Existing Blythewood Property in an amount sufficient to reduce each such Richland Fee Payment so that the resulting net Richland Fee Payment equals the amount of such payment if calculated using an assessment ratio of 6% and a locked millage rate equal to the millage rate in effect for the Production Facility as of October 29, 2009, 460.8 mills, for a period of twenty (20) years beginning with the Richland Fee Payment (or Richland Fee Payments, as the case may be) due on January 15, 2011 and terminating with the Richland Fee Payment (or Richland Fee Payments, as the case may be) due on January 15, 2030 (the “Special Source Revenue Credits”); and

WHEREAS, the County has agreed to convey, or cause to be conveyed, by Title to Real Estate Limited Warranty Deed to PPT marketable, insurable (at standard title insurance rates), fee simple title to the land on which the R&D Facility is presently located, and more fully described on the attached **Exhibit B** attached hereto and made a part hereof (the “R&D Facility Land”), together with and including all improvements, buildings, rights, members, easements, appurtenances and hereditaments belonging or in anywise incident or appertaining to the R&D Facility Land (such improvements, buildings, rights, members, easements, appurtenances and hereditaments and the R&D Facility Land, collectively referred to herein as the “R&D Facility Real Property”); and

WHEREAS, the County Council has authorized the execution and delivery of this Agreement by Ordinance No. ____ enacted by the County Council on July 20, 2010 (the “Ordinance”).

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the above recitals which are incorporated herein by reference, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

ADDITIONAL DEFINITIONS

The defined terms in this Agreement shall for all purposes of this Agreement have the meanings specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

"Affiliate" shall mean any corporation, limited liability company, partnership or other Person or entity which owns all or part of Navistar or PPT or which is owned in whole or in part by Navistar or PPT or by any partner, shareholder or owner of Navistar or PPT, the identity of which must in all cases be provided in writing to the County.

"Cost" or *"Cost of the Infrastructure"* means all the costs of designing, acquiring, constructing, improving, or expanding the Infrastructure, whether incurred prior to or after the date of this Agreement, and shall be deemed to include, without limitation: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefore, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (d) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

"County" shall mean Richland County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, and its successors and assigns.

"Infrastructure" means, to the extent paid for by Navistar, PPT, or an Affiliate, whether prior to or after the date of this Agreement, any infrastructure serving the County or the Project, any improved and unimproved real property, buildings, structural components of buildings, fixtures or other real property improvements and any personal property, including, without limitation, machinery and equipment, to the extent now or hereafter permitted by law, used in the operation of a manufacturing or commercial enterprise, in order to enhance the economic development of the County, including, without limitation, the infrastructure of Navistar, PPT, or an Affiliate, the Production Facility Land, the buildings, fixtures and other real property improvements located on the Production Facility Land or on the R&D Facility Land, and any additions or improvements to any of the foregoing, all as defined and permitted under the Act.

"Navistar" shall mean Navistar, Inc., a Delaware corporation, and its successors and assigns.

"Park Agreement" shall mean the Richland-Fairfield Park Agreement, as amended, supplemented, replaced, or succeeded from time to time.

"Person" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a joint venture, a trust, any unincorporated organization, or a

government or an agency or a political subdivision thereof.

“PPT” shall mean Pure Power Technologies, LLC, a Delaware limited liability company, and its successors and assigns.

“Richland Fee Payment” shall have the meaning ascribed thereto in the recitals of this Agreement.

“Richland Park” shall mean the Park established pursuant to the terms of the Park Agreement, and any Park which includes the Existing Blythewood Property, the Production Facility Land, and the real and personal property located on the Production Facility Land, and which is designated by the County as such pursuant to any Park Agreement which replaces or succeeds the Richland-Fairfield Park Agreement.

“R&D Facility Real Property” shall have the meaning ascribed thereto in the recitals of this Agreement.

“Special Source Revenue Credits” shall mean the special source revenue credits granted by the County described in Section 3.03 hereof.

The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

ARTICLE II

REPRESENTATIONS

SECTION 2.01. Representations by the County. The County makes the following representations:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into, execute, deliver, and carry out its obligations under, this Agreement;
- (c) The County has approved this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state and local law;
- (d) The County enters into this Agreement for the purpose of promoting the economic development of the County; and
- (e) No actions, suits, proceedings, inquiries, or investigations are pending or, to the best of the County’s knowledge, threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, any of which could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

SECTION 2.02. Representations by Navistar and PPT. Navistar and PPT, respectively, make the following representations:

(a) Navistar is a corporation duly organized, validly existing, and in good standing, under the laws of the State of Delaware, has power to enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver this Agreement;

(b) PPT is a limited liability company duly organized, validly existing, and in good standing, under the laws of the State of Delaware, has power to enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver this Agreement; and

(c) No actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting Navistar or PPT in any court or before any governmental authority or arbitration board or tribunal, any of which could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

(d) The Special Source Revenue Credits provided by the County and the conveyance by the County to PPT of marketable, insurable (at standard title insurance rates), fee simple title to the R&D Facility Real Property in the manner set forth in this Agreement have been instrumental in inducing Navistar to invest in, or cause investment in, the Project in the County.

(e) As of July 1, 2010, PPT and/or Navistar intend to utilize or operate the R&D Facility Real Property.

SECTION 2.03. Covenants by the County. The County has included and will maintain the Existing Blythewood Property, the Production Facility Land, and the real and personal property located on the Production Facility Land within the boundaries of the Richland-Fairfield Park or other Richland Park in order to facilitate the Special Source Credits described herein.

ARTICLE III

SPECIAL SOURCE REVENUE CREDITS

SECTION 3.01. Payment of Costs of Infrastructure. Navistar agrees to pay, or cause to be paid, all Costs of the Infrastructure.

SECTION 3.02. [Reserved].

SECTION 3.03. Special Source Revenue Credits.

(a) To defray the Costs of Infrastructure, the County agrees to provide Special Source Revenue Credits against each Richland Fee Payment made by Navistar, PPT, or an Affiliate (but only in the event such Affiliate is identified in writing to the County) with respect to the Existing Blythewood Property in an amount sufficient to reduce each such Richland Fee Payment so that the resulting net Richland Fee Payment equals the amount of such payment if calculated using an assessment ratio of 6% and a locked millage rate equal to the millage rate in effect for the Production Facility as of October 29, 2009, 460.8 mills, for a period of twenty (20) years beginning with the Richland Fee Payment (or Richland Fee Payments, as the case may be) due on January 15, 2011 and terminating with the Richland Fee Payment (or Richland Fee Payments, as the case may be) due on January 15, 2030. In order to claim

its annual Special Source Credit against each Richland Fee Payment, each claiming party must, no later than August 31 of each year (or such later date as may be agreed to by the County) beginning with August 31, 2010, submit a “Special Source Revenue Credit Certification” in the form of **Exhibit D** attached hereto and made a part hereof (“Annual SSRC Certification”) pursuant to the instructions provided therein; provided, however, that failure to submit such Special Source Revenue Credit Certification shall not be deemed to be an event of default under this Agreement. If the Annual SSRC Certification is timely submitted as provided herein and the conditions set forth in Exhibit D have been met, the Special Source Revenue Credits shall be reflected on each tax bill of Richland Fee Payment due sent to Navistar, PPT, and other applicable Affiliate by the County Auditor, by reducing such Richland Fee Payment due by the amount set forth herein;

(b) If subsection 3.03(a), or the granting of the Special Source Credits under this Agreement, is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, the County agrees to provide Navistar, PPT, and any other applicable Affiliate, with an incentive that is valid pursuant to such court ruling and commensurate to the nature and value of the benefits provided under this Agreement. The responsibility for the preparation of documents or modification of this Agreement in connection with such incentive and the applicable and reasonable costs thereof (including any applicable and reasonable legal fees incurred by the County) shall be borne solely by Navistar, PPT, and any other applicable Affiliate.

(c) THIS AGREEMENT AND THE SPECIAL SOURCE REVENUE CREDITS GRANTED HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY TO BE CLAIMED BY NAVISTAR, PPT, OR OTHER APPLICABLE AFFILIATE SOLELY FROM THE RICHLAND FEE PAYMENTS RECEIVED BY THE COUNTY FROM NAVISTAR, PPT, OR OTHER APPLICABLE AFFILIATE, AND DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED IN CONNECTION WITH THE GRANTING OF THE SPECIAL SOURCE REVENUE CREDITS HEREUNDER.

(d) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Richland Fee Payments received from Navistar, PPT, or other applicable Affiliate. The County shall not be required to provide the Special Source Revenue Credits except with respect to the Richland Fee Payments received from Navistar, PPT, or other applicable Affiliate.

ARTICLE IV

TRANSFERS OF THE PROJECT

SECTION 4.01. Transfers of the Project. The County acknowledges and agrees that Navistar, PPT, and applicable Affiliates each may from time to time and in accordance with applicable law and without the consent of the County, sell, transfer, lease, convey, or grant its respective interest in all or any portion of the Project, including, without limitation, the Existing Blythewood Property and the R&D

Facility Real Property, to any other individual or entity. The County shall receive reasonable written notice of any such transfer, lease, conveyance or grant. Once such notice is received, and subject to Section 7.01 hereof, the County agrees that the sale, transfer, lease, conveyance or grant shall not relieve the County of the County's obligation to provide Special Source Revenue Credits to Navistar, PPT, or applicable Affiliates under this Agreement.

ARTICLE V

R&D FACILITY REAL PROPERTY

SECTION 5.01. Conveyance of Title to R&D Facility Real Property.

(a) The County agrees to convey, or cause to be conveyed, to PPT marketable, insurable (at standard title insurance rates), fee simple title to the R&D Facility Real Property on or before August 13, 2010 (or such later date as may be established by PPT in writing to the County, in PPT's sole discretion), in writing by a Title to Real Estate Limited Warranty Deed in substantially the form set forth in **Exhibit C** attached hereto and made a part hereof, for and in consideration of the sum of Five and 00/100 Dollars (\$5.00), to be paid, or caused to be paid, to the County by Navistar. The County covenants and agrees to, upon the request of PPT, take such further steps and to execute and deliver such further instruments, agreements, or other documents, in form and substance reasonably acceptable to the County, to further effectuate, evidence or confirm such conveyance, to enable PPT to acquire title insurance, to effectuate and evidence the termination of that certain Lease Agreement dated January 24, 2010 between the County, Richland County Development Corporation ("RCDC"), and PPT (as successor by assignment), as amended by that certain Settlement Agreement by and among the County, RCDC, CAS, and CDS, and as may be required by applicable federal, state, or local law. The cost of the deed recording fee and/or state or local transfer taxes, if any, and documentary stamp taxes, if any, (S.C. Code Ann. Section 12-24-10, *et. seq.*), on the limited warranty deed required hereunder shall be borne by Navistar.

(b) If Navistar, PPT, and any Affiliates fail to, collectively, hire, or cause to be hired, at least 160 full-time employees (including, without limitation, contract employees) at the Facilities and elsewhere in the County, in the aggregate (the "Minimum Employment Requirement"), or, collectively, invest, or cause to be invested, (including, without limitation, investment and acquisition costs made prior to the date of this Agreement) at least \$70,400,000 (without regard to subsequent depreciation or diminution in value) at the Facilities and elsewhere in the County, in the aggregate (the "Minimum Investment Requirement"), on or before, December 31, 2019 (the "Initial Threshold Deadline"), Navistar shall pay, or cause to be paid, to the County an amount calculated according to the formula set forth below in this subsection 5.01(b) (the "Reimbursement Payment").

The degree of compliance shall be measured against each of the Minimum Employment Requirement (160 full-time employees) and the Minimum Investment Requirement (\$70,400,000), and shall be weighted 50% employment / 50% investment times the value ascribed to the R&D Facility Real Property by the County of \$2,000,000.

1.
$$\frac{\text{Actual Investment}}{\$70,400,000} \times 100 = \text{Investment Achievement Percentage [IAP]}$$
2.
$$100\% - \text{IAP} = \text{Investment Alteration Factor [IAF]}$$

3. $\frac{\text{Actual Employees Hired}}{160} \times 100 = \text{Employment Achievement Percentage [EAP]}$
4. $100\% - \text{EAP} = \text{Employment Alteration Factor [EAF]}$
5. $\frac{\text{IAF} + \text{EAF}}{2} = \text{Final Alteration Factor [FAF]}$
6. $\text{FAF} \times \$2,000,000 = \text{Reimbursement Payment [To the extent this calculation yields a negative Reimbursement Payment, no party hereto shall have any payment obligation under this Section 5.01.]}$

As an example, assuming Navistar, PPT, and their Affiliates, collectively, invested \$30,000,000 and hired a maximum of 150 employees on or before the Initial Threshold Deadline, the Reimbursement Payment would be calculated as follows:

1. $\frac{\$30,000,000}{\$70,400,000} \times 100 = 42.6\% \text{ [IAP]}$
2. $100\% - 42.6\% = 57.4\% \text{ [IAF]}$
3. $\frac{150}{160} \times 100 = 93.8\% \text{ [EAP]}$
4. $100\% - 93.8\% = 6.2\% \text{ [EAF]}$
5. $\frac{57.4\% + 6.2\%}{2} = 31.8\% \text{ [FAF]}$
6. $31.8\% \times \$2,000,000 = \text{Reimbursement Payment of } \$636,000.$

As an additional example, assuming Navistar, PPT, and their Affiliates, collectively, invested \$60,000,000 and hired a maximum of 200 employees on or before the Initial Threshold Deadline, the Reimbursement Payment would be calculated as follows:

1. $\frac{\$60,000,000}{\$70,400,000} \times 100 = 85.2\% \text{ [IAP]}$
2. $100\% - 85.2\% = 14.8\% \text{ [IAF]}$
3. $\frac{200}{160} \times 100 = 125\% \text{ [EAP]}$
4. $100\% - 125\% = (-25\%) \text{ [EAF]}$

5.
$$\frac{14.8\% + (-25\%)}{2} = (-10.2\%) \text{ [FAF]}$$

6.
$$(-10.2\%) \times \$2,000,000 = \text{No Reimbursement Payment due.}$$

(c) The term “investment” or “invest” as used in this Section 5.01 shall include not only investments made by Navistar, PPT, and any Affiliates, but also those investments made by or for the benefit of Navistar, PPT, or such Affiliates through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxation payments, payments in lieu of taxes, or fees in lieu of tax payments by Navistar, PPT, or such applicable Affiliates.

ARTICLE VI

DEFAULTS AND REMEDIES

SECTION 6.01. Events of Default. If any party shall fail duly and punctually to perform any material covenant, condition, agreement or provision contained in this Agreement on the part of such party to be performed, which, except as otherwise provided in this Agreement, failure shall continue for a period of thirty (30) days after written notice by the other party specifying the failure and requesting that it be remedied is given to the defaulting party by first-class mail, then such party shall be in default under this Agreement (an “Event of Default”); provided, however, that if any such failure is not, with due diligence, susceptible of cure within such 30-day period, then such defaulting party shall have an additional period of time not to exceed thirty (30) days from the date of such written notice by the other party to remedy such failure, unless such parties shall agree in writing to an extension of such time prior to its expiration.

SECTION 6.02. Legal Proceedings by Navistar, PPT, and the County. Upon the happening of any Event of Default by a party, then and in every such case the other parties in their respective discretion may each:

- (1) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the defaulting party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;
- (2) bring suit upon this Agreement;
- (3) exercise any or all rights and remedies in effect in the State of South Carolina, or other applicable law, as well as all other rights and remedies possessed by the County, Navistar and PPT; or
- (4) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 6.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to Navistar, PPT, or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 6.04. Nonwaiver. No delay or omission of Navistar, PPT, or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article VI to Navistar, PPT, or the County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VII

MISCELLANEOUS

SECTION 7.01. Assignment; Binding Effect; Successors and Assigns. This Agreement, and the rights and obligations hereunder, may not be assigned or transferred by any party without the prior written consent or subsequent ratification of the other parties, which consent or ratification shall not be unreasonably withheld, conditioned, or delayed, except that Navistar and PPT may each assign this Agreement to an Affiliate, or in connection with the merger, consolidation, or sale or transfer of all or substantially all of their respective assets, without the prior written consent or subsequent ratification of the County. If and to the extent the prior written consent or subsequent ratification of the County is required pursuant to this Section 7.01, the County expressly agrees that, to the extent permitted by law, such prior written consent or subsequent ratification may be, but shall not be required to be, provided by a letter or other writing executed by the Chair of the County Council and the County Administrator of the County, and those two officials are hereby expressly jointly authorized to provide such consent or ratification on behalf of the County. This Agreement shall be binding, in accordance with its terms, upon and inure to the benefit of Navistar, PPT, and the County, and their respective successors and assigns. All covenants, stipulations, promises, and agreements contained in this Agreement, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 7.02. Provisions of Agreement for Sole Benefit of Navistar, PPT, and the County. Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than Navistar, PPT, and the County any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be, except as otherwise specifically provided in this Agreement, for the sole and exclusive benefit of Navistar, PPT, and the County.

SECTION 7.03. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal, invalid or unenforceable, the illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, and this Agreement and the Special Source Revenue Credits shall be construed and enforced as if the illegal, invalid or unenforceable provisions had not been contained herein or therein so as to most closely effectuate the legal, valid and enforceable intent hereof or thereof and so as to afford Navistar, PPT, and applicable Affiliates with the maximum benefits to be derived herefrom or therefrom.

SECTION 7.04. No Liability for Personnel of the County, Navistar or PPT. No covenant or agreement contained in this Agreement is deemed to be a covenant or agreement of any member, agent, or employee of the County or its governing body or Navistar or PPT or any of their respective officers,

employees, or agents in an individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement is liable personally on the Special Source Revenue Credits or the Agreement or subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 7.05. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

(a) if to the County: Richland County, South Carolina
Attn: Richland County Administrator
2020 Hampton Street
Columbia, SC 29202

with a copy to: Parker Poe Adams & Bernstein, LLP
Attn: Ray E. Jones
P.O. Box 1509
Columbia, SC 29202

(b) if to Navistar: Navistar, Inc.
Attn: Houman Kashanipour
4201 Winfield Road
Warrenville, Illinois 60555

with a copy to: Navistar, Inc.
Attn: Steve Covey, General Counsel
4201 Winfield Road
Warrenville, Illinois 60555

with a copy to: Nexsen Pruet, LLC
Attn: Burnet R. Maybank, III
P.O. Drawer 2426
Columbia, SC 29202

(c) if to PPT: Pure Power Technologies, LLC
Attn: David A. Benson
1410 Northpoint Boulevard
Blythewood, South Carolina 29016

with a copy to: Pure Power Technologies, LLC
Attn: Steve Covey, General Counsel
4201 Winfield Road
Warrenville, Illinois 60555

with a copy to: Nexsen Pruet, LLC
Attn: Burnet R. Maybank, III
P.O. Drawer 2426

Columbia, SC 29202

The County, Navistar, and PPT may, by notice given under this Section 7.05, each designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 7.06. Administrative Fees. Navistar shall reimburse, or cause reimbursement of, the County for reasonable expenses, including, reasonable attorneys' fees, related to (i) review and negotiation of this Agreement, (ii) review and negotiation of any other documents related to the Project or the Facilities, or (iii) the Project itself or Facilities themselves, in an amount not to exceed \$10,000.

SECTION 7.07. Merger. This Agreement constitutes the entire agreement among the parties to it with respect to the matters contemplated in it, and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore had among these parties are merged herein.

SECTION 7.08 Agreement to Sign Other Documents. The County agrees that it will from time to time execute and deliver such further instruments, in form and substance reasonably acceptable to the County, and take such further action as may be reasonable and as may be requested by Navistar or PPT or as may be required to carry out the purpose of this Agreement. Navistar shall reimburse, or cause reimbursement of, the County for reasonable attorneys' fees, related to review and negotiation of such further instruments. Such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State of South Carolina, or any other political subdivision of the State of South Carolina.

SECTION 7.09. Construction of Agreement. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

SECTION 7.10. Applicable Law. The laws of the State of South Carolina govern the construction of this Agreement.

SECTION 7.11. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 7.12. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 7.13. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving party.

Section 7.14. Further Proceedings. It is intended by the parties that any action to be taken hereinafter by the County pursuant to the express provisions of this Agreement may be undertaken by the

County without necessity of further proceedings. To the extent that additional proceedings are required by law, however, the County agrees, to the extent permitted by law, to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

Section 7.15. Indemnification and Hold Harmless Obligation of the Company

Except as provided herein, the Navistar, PPT and any applicable Affiliate, (collectively, “Company”) shall jointly and severally indemnify and save the County, its past, present and future employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless from all claims, and costs related thereto, including reasonable attorneys’ fees, by or on behalf of any person arising or relating to the County’s execution or delivery of this Agreement, any other documents reasonably necessary to effect this Agreement and the transactions contemplated herein, and any related procedural documents entered into with respect to this Agreement (collectively, “Transaction Documents”) or performance of the County’s obligations under the Transaction Documents, or the administration of its duties pursuant to the Transaction Documents, or otherwise by virtue of the County having entered into the Transaction Documents. If such a claim is made against any Indemnified Party, then subject to the provisions below, the Company shall either defend the Indemnified Party in any action or proceeding, or provide prompt payment for all reasonable costs of defense incurred by an Indemnified Party if, with the consent of the Company, the Indemnified Party selects its own legal counsel with respect to such claim.

Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against any claim or liability (i) occasioned by the acts or omissions of that Indemnified Party, which are unrelated to the County’s execution of the Transaction Documents, the performance of the County’s obligations under the Transaction Documents, or the administration of the County’s duties under the Transaction Documents, or otherwise by virtue of the County having entered into the Transaction Documents; (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct; or (iii) arising from the County’s customary performance and administration of its obligations and duties in connection with its operation of the County’s governmental functions outside of the County’s execution and performance of the Transaction Documents.

SIGNATURES FOLLOW ON NEXT PAGE.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be hereunto affixed and attested and Navistar and PPT have caused this Agreement to be executed by its respective authorized officer, effective the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Name: J. Milton Pope
Its: Administrator
Date: _____

NAVISTAR, INC.,
a Delaware corporation

By: _____
Name: _____
Its: _____
Date: _____

PURE POWER TECHNOLOGIES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____
Date: _____

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

PRODUCTION FACILITY LAND

LEGAL DESCRIPTION

All that certain piece, parcel or tract of land situate, lying and being in the County of Richland, State of South Carolina, more particularly described as follows:

Beginning at a point on the southern margin of the right-of-way of Northpoint Boulevard where it intersects with the western margin of the right-of-way of Community Road; thence running in a southeasterly direction for a distance of approximately 616.3 feet to a #4 Rebar at the Point of Beginning (POB-B), this #4 Rebar being a common corner of Parcel "B" and a parcel of property now or formerly of Keller Properties, Inc.; thence proceeding along an arc of a curve to the left having a radius of 6056.50 feet; an arc length of 270.38 feet; a chord bearing of S 30°42'38" E and a chord length of 270.33 feet to a #4 Rebar on the western margin of the right-of-way of Community Road; thence proceeding along Parcel "A" the following courses: a curve to the left having a radius of 50.00 feet; an arc length of 77.93 feet; a chord bearing of N76°38'30"W and a chord length 70.28 feet to a #4 Rebar; thence proceeding S58°42'22"W for a distance of 146.06 feet to a #4 Rebar; thence proceeding along an arc of a curve to the right having a radius of 800.00 feet; an arc length of 405.98 feet; a chord bearing of S73°14'46"W and a chord length of 401.64 feet to a #4 Rebar; thence proceeding N89°18'32"W for a distance of 197.20 feet to a #4 Rebar; thence proceeding along an arc of a curve to the left having a radius of 460.00 feet, an arc length of 86.99 feet, a chord bearing of S77°04'31"W a chord length of 170.96 feet to a #4 Rebar; thence proceeding S66°21'58"W for a distance of 103.97 feet to a #4 Rebar; thence proceeding along property now or formerly of T. Walter Brashier N08°44'56"W for a distance of 82.78 feet to a #4 Rebar; thence proceeding along reserved property and property now or formerly of Coca-Cola Bottling Company N66°21'53"E for a distance of 756.99 feet to a 2 ½" iron pipe; thence proceeding along property now or formerly of Keller Properties, Inc. S55°36'41"E for a distance of 163.06 feet to a 2" iron pipe; thence proceeding along property now or formerly of Keller Properties, Inc. N23°26'37"E for a distance of 209.45 feet to a #4 Rebar and Point of Beginning (POB-B), said parcel contains an area of 3.88 acres, more or less.

TOGETHER WITH

All that certain piece, parcel or tract of land situate, lying and being in the County of Richland, State of South Carolina, more particularly described as follows:

Beginning at a point on the southern margin of the right-of-way of Northpoint Boulevard where it intersects with the western margin of the right-of-way of Community Road; thence running in a southeasterly direction for a distance of approximately 616.3 feet to a #4 Rebar; thence proceeding along an arc of a curve to the left having a radius of 6056.50 feet; an arc length of 270.38 feet; a chord bearing of S30 42'38"E and a chord length of 270.33 feet to a #4 Rebar on the western margin of the right-of-way of Community Road, the Point of Beginning (POB-A); from said point of beginning, thence along the western margin of the right-of-way of Community Road the following courses to the creek; proceeding along a curve to the left having a radius of 6056.40 feet, a chord bearing and distance of S32°45'25"E, 162.27 feet, an arc length of 162.28 feet to a concrete monument; thence proceeding S33°02'31"E, 10.08 feet to a concrete monument at the point of curvature of a non-tangent curve; thence proceeding along a curve to the right having a radius of 5729.58 feet, a chord bearing and distance of S32°09'35"E, 258.44

feet, an arc length of 258.47 feet to a concrete monument; thence proceeding S31°05'41"E, 459.05 feet to a concrete monument at the point of curvature of a non-tangent curve; thence proceeding along a curve to the right having a radius of 883.73 feet, a chord bearing and distance of S14°05'35"E, 516.67 feet, an arc length of 524.32 feet to a concrete monument; thence proceeding S02°54'14"W, 301.76 feet to a concrete monument at the point of curvature of a non-tangent curve; thence proceeding along a curve to the left having a radius of 965.22 feet, a chord bearing and distance of S05°48'06"E, 302.00 feet, an arc length of 303.25 feet to a concrete monument; thence proceeding S03°54'31"E, 162.57 feet to a concrete monument; thence proceeding S24°45'08"E, 45.78 feet to a point in the center of the creek; thence following the creek centerline S54°53'30"W, 92.85 feet to a point; thence following the creek centerline S80°29'27"W, 42.27 feet to a point; thence following the creek centerline S77°11'27"W, 45.78 feet to a point; thence following the creek centerline S85°05'49"W, 34.67 feet to a point; thence following the creek centerline S35°45'15"W, 37.68 feet to a point; thence following the creek centerline N. 79°22'15"W, 23.49 feet to a point; thence following the creek centerline S56°18'52"W, 58.20 feet to a point; thence following the creek centerline S81°54'49"W, 47.17 feet to a point; thence following the creek centerline S84°56'19"W, 26.03 feet to a point; thence following the creek centerline S79°16'52"W, 33.49 feet to a point; thence following the creek centerline N76°36'20"W, 39.05 feet to a point; thence following the creek centerline N75°36'20"W, 23.30 feet to a point; thence following the creek centerline S22°45'02"W, 36.32 feet to a point; thence following the creek centerline N80°20'08"W, 23.26 feet to a point; thence following the creek centerline N01°08'00"E, 20.82 feet to a point; thence following the creek centerline N52°59'26"W, 44.15 feet to a point; thence following the creek centerline N23°36'16"W, 39.49 feet to a point; thence following creek centerline N55°36'57"W, 48.22 feet to a point; thence following the creek centerline S71°31'34"W, 38.67 feet to a point; thence following the creek centerline S19°14'48"E, 19.57 feet to a point; thence following the creek centerline S50°35'39"W, 30.67 feet to a point; thence following the creek centerline N30°28'21"W, 16.24 feet to a point; thence following the creek centerline N36°29'39"W, 33.63 feet to a point; thence following the creek centerline N76°19'46"W, 49.29 feet to a point; thence following the creek centerline S73°49'21"W 22.68 feet to a point; thence following the creek centerline S03°18'27"W, 37.42 feet to a point; thence following the creek centerline N77°39'36"W, 41.24 feet to a point; thence following the creek centerline N77°33'40"W, 41.48 feet to a point; thence following the creek centerline N27°56'03"W, 33.98 feet to a point; thence following the creek centerline N60°27'23"W, 33.10 feet to a point; thence following the creek centerline S32°16'34"W, 24.52 feet to a point; thence following the creek centerline S89°16'56"W, 15.72 feet to a point; thence following the creek centerline N45°13'18"W, 38.26 feet to a point; thence following the creek centerline N26°17'46"E, 25.62 feet to a point; thence following the creek centerline N09°35'24"W, 25.42 feet to a point; ;thence following the creek centerline N84°41'36"W 15.32 feet to a point; thence following the creek centerline N07°53'25"E, 41.75 feet to a point; thence following the creek centerline N32°48'04"W, 25.64 feet to a point; thence following the creek centerline N71°09'43"W, 43.35 feet to a point; thence following the creek centerline N10°59'52"W, 28.18 feet to a point; thence following the creek centerline N64°22'23"W, 21.10 feet to a point; thence following the creek centerline S61°33'26"W, 20.51 feet to a point, thence following the creek centerline N67°57'58"W, 19.33 feet to a point; thence following the creek centerline S87°51'09"W, 26.09 feet to a point; thence following the creek centerline S44°17'45W, 42.36 feet to a point; thence following the creek centerline S85°30'34"W, 17.61 feet to a point; thence following the creek centerline N55°25'28"W, 25.30 feet to a point; thence following the creek centerline N09°20'09"W; 25.33 feet to a point; thence following the creek centerline N59°58'35"W, 51.28 feet to a point; thence following the creek centerline N29°43'27"W, 42.86 feet to a point; thence following the creek centerline N48°39'23"W, 60.79 feet to a point; thence following the creek centerline S78°10'45W, 18.08 feet to a point; thence following the creek centerline N50°00'43"W, 29.92 feet to a point; thence following the creek centerline N10°37'24"W, 25.73 feet to a point; thence following the creek centerline N35°41'36"W, 25.40 feet to a

point; thence following the creek centerline S78°12'03"W, 33.67 feet to a point; thence following the creek centerline N47°42'19"W, 23.71 feet to a point; thence following the creek centerline N51°00'09"W, 43.98 feet to a point; thence following the creek centerline N79°33'04"W, 43.89 feet to a point; thence following the creek centerline S36°46'14"W, 24.19 feet to a point; thence proceeding along property now or formerly of T. Walter Brashier N08°44'56"W, 1,493.05 feet to a #4 Rebar; thence along Parcel "B" the following courses: N66°21'58"E, for a distance of 103.97 feet to a #4 Rebar; thence proceeding along an arc of a curve to the right having a radius of 460.00 feet; an arc length of 86.99 feet, a chord bearing of N77°04'31"E a chord length of 170.96 feet to a #4 Rebar; thence proceeding S89°18'32"E for a distance of 197.20 feet to a #4 Rebar; thence proceeding along an arc of a curve to the left having a radius of 800.00 feet; an arc length of 405.98 feet; a chord bearing of N73°14'46"E and a chord length of 401.64 feet to a #4 Rebar; thence proceeding N58°42'22"E for a distance of 146.06 feet to a #4 Rebar; thence proceeding along a curve to the right having a radius of 50.00 feet, an arc length of 77.93 feet, a chord bearing of S76°38'30"E and a chord length of 70.28 feet to a #4 Rebar at the Point of Beginning (POB-A). Said parcel contains an area of 61.09 acres, more or less.

LESS HOWEVER: All that certain piece, parcel or tract of land situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as 1.46 acres on that certain survey title "Closing Survey for South Carolina Electric and Gas Company, Northpoint Industrial Park, 115/23kV Substation" prepared by Glenn Associates Surveying, Inc. dated August 9, 2006, and recorded in Book 1245, page 2240 in the Office of the Register of Deeds for Richland County, South Carolina, on October 27, 2006; said tract having such boundaries and measurements as shown on the Closing survey.

EXHIBIT B

R&D FACILITY LAND

LEGAL DESCRIPTION

All that certain piece, parcel and tract of land situate, lying and being in the County of Richland, State of South Carolina, near the City of Columbia, located on Research Drive, containing 2.8658 acres, more or less, more fully shown on that certain Property Survey and Easement Map prepared for Carolina Park Associates by A & S of Columbia, Inc. dated March 17, 1998, last revised March 24, 1998, and recorded in the Office of the Register of Deeds for Richland County in Book 29, page 447, also shown on that certain plat prepared for Katherine S. Milnor by Associated E & S, Inc. dated December 31, 1998, and recorded in the Office of the Register of Deeds for Richland County in Book 276, page 656. Reference to said plat is craved for a fuller description, with all measurements being a little more or less.

TOGETHER WITH

All of Katherine S. Milnor's right, title and interest in that certain non-exclusive, perpetual commercial easement more fully described in the Easement Agreement between Carolina Park Associates II and South Carolina Research Authority dated March 27, 1998, and recorded in the Office of the Richland County Register of Deeds in Book 32, page 389.

EXHIBIT C

FORM OF LIMITED WARRANTY DEED

STATE OF SOUTH CAROLINA)	
)	TITLE TO REAL ESTATE
COUNTY OF RICHLAND)	LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that the undersigned **RICHLAND COUNTY DEVELOPMENT CORPORATION**, a non-profit corporation organized and existing under the laws of the State of South Carolina (hereinafter referred to as the “Grantor”), for and in consideration of the sum of Five and 00/100 Dollars (\$5.00) and **[other valuable consideration]**, to it well and truly paid at and before the sealing and delivery hereof (the receipt and legal sufficiency of which are hereby acknowledged) by **PURE POWER TECHNOLOGIES, LLC**, a Delaware limited liability company (hereinafter referred to as the “Grantee”), whose mailing address is as hereinafter set forth, has granted, bargained, sold, aliened, conveyed and released, and by these presents does grant, bargain, sell, alien, convey, and release unto the Grantee, its successors and assigns, all of the Grantors’ right, title, and interest in and to all that certain tract or parcel of land with all fixtures and improvements thereon lying described as follows (the “Premises”):

DESCRIPTION OF THE PREMISES CONVEYED: As set forth on Exhibit “A” attached hereto and incorporated herein by reference.

GRANTEE’S MAILING ADDRESS: For purposes of this Title to Real Estate Limited Warranty Deed, the Grantee’s mailing address is:

1410 Northpoint Boulevard
Blythewood, South Carolina 29016.

TOGETHER WITH ALL AND SINGULAR the rights, members, easements, any and all crops and timber growing on the Premises, any and all surface or subsurface sand, gravel, oil, gas, or mineral rights and royalties on the Premises, any and all surface and subsurface water appurtenant to the Premises,

all well, spring, reservoir, littoral rights, riparian rights, and water rights of any type, and hereditaments and appurtenances to the Premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the Premises before mentioned unto the Grantee, its successors and assigns, forever.

AND the Grantor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the Premises unto the Grantee, its successors and assigns, against itself, its successors and assigns, lawfully claiming, or to claim, the same or any part thereof, but no others.

[SIGNATURE PAGE ATTACHED]

[remainder of page intentionally left blank]

WITNESS the Grantor's hand and seal this _____ day of August, 2010.

SIGNED, SEALED AND DELIVERED
 IN THE PRESENCE OF:

GRANTOR:

RICHLAND COUNTY DEVELOPMENT
 CORPORATION, a non-profit corporation
 organized and existing under the laws of the
 State of South Carolina

By: _____ (SEAL)
 Name: _____
 Title: _____

 Witness Number 1

 Witness Number 2

STATE OF SOUTH CAROLINA)	
)	ACKNOWLEDGMENT
COUNTY OF RICHLAND)	

I, _____, a notary public for South Carolina, do hereby certify that RICHLAND COUNTY DEVELOPMENT CORPORATION, a non-profit corporation organized and existing under the laws of the State of South Carolina, by _____, its _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal (where official seal is required by law) official seal this ___ day of August, 2010.

_____(SEAL)
 Signature of Notary Public

My Commission Expires: _____

EXHIBIT "A"

Legal Description: All that certain piece, parcel and tract of land situate, lying and being in the County of Richland, State of South Carolina, near the City of Columbia, located on Research Drive, containing 2.8658 acres, more or less, more fully shown on that certain Property Survey and Easement Map prepared for Carolina Park Associates by A & S of Columbia, Inc. dated March 17, 1998, last revised March 24, 1998, and recorded in the Office of the Register of Deeds for Richland County in Book 29, page 447, also shown on that certain plat prepared for Katherine S. Milnor by Associated E & S, Inc. dated December 31, 1998, and recorded in the Office of the Register of Deeds for Richland County in Book 276, page 656. Reference to said plat is craved for a fuller description, with all measurements being a little more or less.

TOGETHER WITH

All of Katherine S. Milnor's right, title and interest in that certain non-exclusive, perpetual commercial easement more fully described in the Easement Agreement between Carolina Park Associates II and South Carolina Research Authority dated March 27, 1998, and recorded in the Office of the Richland County Register of Deeds in Book 32, page 389.

Derivation: [TO BE INSERTED]

Tax Map Number: [TO BE INSERTED]

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

AFFIDAVIT OF CONSIDERATION

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred consists of the following:

All that certain piece, parcel and tract of land situate, lying and being in the County of Richland, State of South Carolina, near the City of Columbia, located on Research Drive, containing 2.8658 acres, more or less, more fully shown on that certain Property Survey and Easement Map prepared for Carolina Park Associates by A & S of Columbia, Inc. dated March 17, 1998, last revised March 24, 1998, and recorded in the Office of the Register of Deeds for Richland County in Book 29, page 447, also shown on that certain plat prepared for Katherine S. Milnor by Associated E & S, Inc. dated December 31, 1998, and recorded in the Office of the Register of Deeds for Richland County in Book 276, page 656. Reference to said plat is craved for a fuller description, with all measurements being a little more or less.

TOGETHER WITH

All of Katherine S. Milnor's right, title and interest in that certain non-exclusive, perpetual commercial easement more fully described in the Easement Agreement between Carolina Park Associates II and South Carolina Research Authority dated March 27, 1998, and recorded in the Office of the Richland County Register of Deeds in Book 32, page 389.

3. Check one of the following: The deed is:
(a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) X exempt from the deed recording fee because (See Information section of affidavit): Exemption (1) (\$5.00).

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
(a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.
(b) _____ The fee is computed on the fair market value of the realty which is \$ _____
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check Yes or No to the following: A lien or encumbrance on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \$ _____.

6. The deed recording fee is computed as follows:
(a) Place the amount listed in item 4 above here: \$ _____
(b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
(c) Subtract Line 6(b) from Line 6(a) and place result here: \$ _____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$ _____.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor's attorney.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Infrastructure Credit and Incentive Agreement
Richland County, South Carolina, Navistar, Inc., and Pure Power Technologies, LLC
EXHIBIT C-6

_____, Esq.
Attorney for Richland County Development Corporation

SWORN to before me this _____
day of _____, 2010

Notary Public for _____

My Commission Expires: _____
(SEAL)

INFORMATION

Except as provided in this paragraph, the term “value” means “the consideration paid or to be paid in money or money’s worth for the realty.” Consideration paid or to be paid in money’s worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money’s worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, “value” means the realty’s fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee’s interest in the partnership or trust. A “family partnership” is a partnership whose partners are all members of the same family. A “family trust” is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. “Family” means the grantor and the grantor’s spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A “charitable entity” means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed pursuant to foreclosure proceedings;
- (14) transferring realty from an agent to the agent’s principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty; and

(15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

EXHIBIT D

SPECIAL SOURCE REVENUE CREDIT CERTIFICATION

Reference is made to that certain Infrastructure Credit and Incentive Agreement dated as of July 1, 2010 (the "Agreement"), by and among Richland County, South Carolina (the "County"), Navistar, Inc. and Pure Power Technologies, LLC. Each capitalized term not herein defined has the meaning ascribed in the Agreement. This Certificate shall be delivered not later than August 31 of each year beginning on August 31, 2010. The Certificate should be addressed to each of the following parties:

Richland County, South Carolina
Attn: Richland County Administrator
2020 Hampton Street
Columbia, SC 29202

Richland County, South Carolina
Attn: Richland County Auditor
2020 Hampton Street
Columbia, SC 29202

Parker Poe Adams & Bernstein, LLP
Attn: Ray E. Jones
P.O. Box 1509
Columbia, SC 29202

In accordance with the terms of the Agreement, the undersigned authorized agent of [claiming party name to be inserted] certifies to the County as follows:

1. [Claiming party name to be inserted] is entitled to claim a Special Source Revenue Credit (each, a "Credit") against its annual Richland Fee Payment for this tax year, as set forth in Section 3.03 of the Agreement, not exceeding an amount for which a Credit is permitted under the Act.

3. [Claiming party name to be inserted] is entitled to a Credit for this tax year, calculated as follows:

Fair market value as determined by appraisal, in accordance with the Code of Laws of South Carolina 1976, as amended, of real property portion of Existing Blythewood Property _____ x .06 assessment ratio = _____ (Real Property Assessed Value)

Cost less statutory depreciation, in accordance with the Code of Laws of South Carolina 1976, as amended, of personal property portion of Existing Blythewood Property _____ x .06 assessment ratio = _____ (Personal Property Assessed Value)

Real Property Assessed Value + Personal Property Assessed Value = _____
(Total Assessed Value)

Total Assessed Value x .4608 (fixed millage rate) =
_____ (Resulting Richland Fee Payment)

Richland Fee Payment otherwise due on Existing Blythewood Property ("Pre-Credit Richland Fee Payment") - Resulting Richland Fee Payment =

Credit Amount (see below)

4. The Credit Amount is intended to equal the amount that must be applied to reduce the Pre-Credit Richland Fee Payment by an amount sufficient to equal the Resulting Richland Fee Payment, which Resulting Richland Fee Payment shall be reflected as being due on the tax bill sent to [claiming party name to be inserted] by the County Auditor. The Credit Amount will fluctuate each year depending on the calculation of the Resulting Richland Fee Payment and the Pre-Credit Richland Fee Payment.

5. The Credit Amount specified in this Certificate for the current tax year, together with the amount of all Credits previously claimed pursuant to the Agreement, do not, in the aggregate, exceed the total cost of Infrastructure and other qualifying property, for which a Credit is permitted under the Act.

IN WITNESS WHEREOF, I have executed this Certificate as of _____, _____.

[Claiming Party Name to be Inserted],

a _____

By: _____

Name: _____

Its: _____

Date: _____

Richland County Council Request of Action

Subject

An Ordinance establishing a policy for grant administrative fees and establishing the amount of such fees [**SECOND READING**] [**PAGES 75-76**]

Notes

June 22, 2010 - The committee recommended that Council approve the request to allocate administrative fees for internal grants and charge outside application and administrative fees to organizations for pass-through grants. The committee also recommended that Council direct staff to draft an ordinance regarding indirect cost allocation. This ordinance will be reflected every year in the budget or by each grant. The vote in favor was unanimous.

First Reading: July 6, 2010

Second Reading:

Third Reding:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-10HR

AN ORDINANCE ESTABLISHING A POLICY FOR GRANT ADMINISTRATIVE FEES AND ESTABLISHING THE AMOUNT OF SUCH FEES.

WHEREAS, Richland County is often asked to apply for grants in partnership with other entities and act as the fiscal agent for such entities; and

WHEREAS, there are certain administrative costs associated with such grant requests, including but not limited to, review and analysis of grant applications, processing of grant agreements, reimbursement requests and payments, and grant reporting; and

WHEREAS, current economic realities have made it necessary to recover a portion of the administrative costs associated with grant assistance provided by Richland County;

NOW, THEREFORE, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. Richland County as Applicant for County Programs and Functions.

When applying for any grant on the County's behalf, the applying department must apply for the maximum administrative cost as allowed for such grant.

SECTION II. Richland County and outside organization as Grant Partners. The following policies shall apply when Richland County is acting in partnership with an outside organization at the request of such organization, including, but not limited to pass-through grants, conduit grants, and set-aside grants:

a. All requests for Richland County to partner with an outside entity to apply for a grant shall be made to the Richland County Grants Manager's. Such requests will be made on the Partnership Request Form, which will then be used to assess the proper fees provided for herein.

b. If, after review if the Partnership Request Form, the County decides to partner with the outside organization, the organization shall pay to the County a Grant Application Processing Fee. This fee shall be paid prior to the submission of the grant application. If the Grant Application Processing Fee is not paid by the submission due date, the grant application will not be submitted by the County.

c. In order to defray the administrative costs associated with such grants, each organization partnering with Richland County shall collect administrative costs as allowed by each granting agency and applicable regulations.

d. When allowed by the granting agency and applicable regulations, Richland County shall include in the grant application, administrative costs of not less that 50% of the allowable maximum administrative fees, which shall be collected by Richland County.

e. When administrative fees cannot be included in the grant application, or when the Grants Manager finds that the allowed administrative costs do not cover the costs of the County's services, the outside organization shall be required to pay for the County's administrative costs, per the Grant Administration Fee Schedule. In making such finding, the Grant Manager shall consider: financial oversight and compliance; legal review of award documents and MOU agreements; additional burden of the cost of the County's yearly audit Drawdown of funds from granting agency; making requests for reimbursement of funds from Granting Agency; handling requests for reimbursement of funds from outside agency implementing project; financial reporting oversight; program reporting oversight; and ARRA Stimulus reporting oversight. The County shall notify organizations that the administrative fees are being imposed by the County and not by the granting agency.

f. **Grant Administration Fee Schedule:**

Grant Application Processing Fee - \$150.00

Administrative Fees:

Non-Profit/Governmental Rates

Grants Less than \$250,000	.25% of Grant Funds (Up to \$625)
Grants \$250,000 - \$500,000	.50% of Grant Funds (\$1,250 - \$2,500)
Grants \$500,001 and Up	.75% of Grant Funds (\$3,750 and up)

For-Profit Rate

Grants Less than \$250,000	.50% of Grant Funds (Up to \$1,250)
Grants \$250,000 - \$500,000	.75% of Grant Funds (\$1,825 - \$3,750)
Grants \$500,001 and Up	1% of Grant Funds (\$5,000 and up)

f. Exceptions:

1. If the County Administrator determines that administration of a specific grant will place extraordinary burdens upon the County, a higher administrative fee may be charged with authorization of the County Council, if in compliance with the terms of the grant.

2. No grant administration fees shall be assessed for grants related to County-initiated projects on County-owned property.

SECTION III. Severability. If any section, subsection, or clause of this Ordinance shall be held by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such finding shall not affect the validity of the remaining sections, subsections, and clauses of this Ordinance.

SECTION IV. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION V. Effective Date. This Ordinance shall be effective from and after _____.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair
Richland County Council

ATTEST THIS THE _____ DAY

OF _____, 2010.

Michielle R. Cannon-Finch
Clerk of Council

First Reading:
Second Reading:
Third Reading:
Public Hearing:

Richland County Council Request of Action

Subject

Sheriff's Vehicles Bond Ordinance [**SECOND READING**] [**PAGES 78-106**]

Notes

June 22, 2010 - The committee recommended that Council approve the ordinance authorizing the issuance and sale not to exceed \$2,000,000 in general obligation bonds for the purchase of vehicles for use by the Sheriff's Department for fiscal year 2010-2011. The vote in favor was unanimous.

First Reading: July 6, 2010

Second Reading:

Third Reading:

Public Hearing:

First Reading:

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$2,000,000 GENERAL OBLIGATION BONDS, SERIES 2010C, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; DELEGATING TO THE COUNTY ADMINISTRATOR CERTAIN AUTHORITY RELATED TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

Pursuant to the authority by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

SECTION 1. Findings and Determinations. The County Council (the "County Council") of Richland County, South Carolina (the "County"), hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended, the County operates under the Council-Administrator form of government and the County Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution"), provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county.

(c) Pursuant to Title 4, Chapter 15 of the Code (the same being and hereinafter referred to as the "County Bond Act"), the governing bodies of the several counties of the State may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding their applicable constitutional limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended, provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) The assessed value of all the taxable property in the County as of June 30, 2009, for purposes of computation of the County's constitutional debt limit, is \$1,360,107,180 which excludes exempt manufacturing property of \$18,817,230. Eight percent of such sum is \$108,808,574. As of the date hereof, the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is \$38,720,000. Thus, the County may incur not exceeding \$70,088,574 of additional general obligation debt within its applicable debt limitation.

The County intends to issue simultaneously with the bonds authorized herein not to exceed \$13,400,000 General Obligation Bonds, Series 2010A and \$2,100,000 General Obligation Bonds, Series 2010B, the par amounts of which will also count against the County's constitutional debt limit.

(f) The American Recovery and Reinvestment Act of 2009 (the "ARRA"), Pub.L. 111-5, Feb. 17, 2009, 123 Stat. 115, amends the Internal Revenue Code of 1986, as amended (the "IRC"), to provide for the issuance of Build America Bonds ("BABs") if (a) the interest on such obligation would otherwise be excludable from gross income under Section 103 of the IRC; (b) such obligation is issued before January 1, 2011; and (c) the issuer makes an irrevocable election to have Section 54AA of the Code apply to the obligation. BABs are taxable obligations which provide a tax credit in the amount of 35% of the interest payable by the issuer, either as an annual credit to the respective bondholders under Section 54AA(a) of the IRC, or, if the bond is qualified under Section 54AA(g) of the IRC, and the issuer so elects, as an annual direct payment to the issuer under Section 6431 of the IRC.

(g) It is now in the best interest of the County for the County Council to provide for the issuance and sale of not exceeding \$2,000,000 general obligation bonds of the County pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina, the proceeds of which will be used to provide funds for: (i) acquiring vehicles for use by the Sheriff's Department for the 2010-11 fiscal year (the "Project"); (ii) paying costs of issuance of the bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

SECTION 2. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$2,000,000 aggregate principal amount of general obligation bonds of the County to be designated "Not exceeding \$2,000,000 (or such other amount as may be issued) General Obligation Bonds, Series 2010C, of Richland County, South Carolina" (the "Bonds") for the purpose stated in Section 1(g) of this Ordinance.

The Bonds shall be issued as fully registered Bonds registerable as to principal and interest; shall be dated as of the first day of the month in which they are delivered to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding principal amount of Bonds maturing each year; shall be numbered from R-1 upward, respectively; shall bear interest from their date payable at such times as hereafter designated by the Administrator of the County (the "Administrator") at such rate or rates as may be determined by the County Council at the time of sale thereof; and shall mature serially in successive annual installments as determined by the Administrator.

Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

SECTION 3. Delegation of Authority Relating to the Bonds. The County Council hereby delegates to the Administrator the authority to determine whether the Bonds shall be issued as traditional tax-exempt bonds or shall be issued as BABs

In connection with the issuance of traditional tax-exempt bonds, the County Council hereby delegates to the Administrator or his lawfully-authorized designee the authority: (a) to determine the maturity dates of the Bonds and the respective principal amounts maturing on such dates; (b) to determine the interest payment dates of the Bonds; (c) to determine redemption provisions, if any, for the Bonds; (d) the date and time of sale of the Bonds; (e) to receive bids on behalf of the County Council; and (f) to award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Bonds.

In connection with the issuance of BABs, the County Council hereby delegates to the Administrator or his lawfully-authorized designee the authority: (a) to determine the maturity dates of the Bonds and the respective principal amounts maturing on such dates; (b) to determine the interest payment dates of the Bonds; (c) to determine redemption provisions, if any, for the Bonds; (d) to determine the date and time of sale of the Bonds; (e) to receive bids on behalf of the County Council; (f) to award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Bonds, provided it reflects the lowest cost of borrowing to the County; (g) to determine whether the tax credit shall be provided as a credit to the bondholders or as a direct payment to the County; and (h) to make an irrevocable election to have Section 54AA of the IRC apply to the Bonds, such that a portion of the Bonds may be issued as BABs.

The County Administrator is further authorized to determine, upon advice of the County's Bond Counsel and Financial Advisor, if the Bonds should be sold together with the Series 2010A Bonds and/or the Series 2010B Bonds as one or more series.

After the sale of the Bonds, the Administrator or his lawfully-authorized designee shall submit a written report to the County Council setting forth the results of the sale of the Bonds.

SECTION 4. Registration, Transfer and Exchange of Bonds. The County shall cause books (herein referred to as the "registry books") to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully-registered Bond or Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully-registered Bond shall be registered upon the registry books as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. For every such transfer of Bonds, the County or the Registrar/Paying Agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer, and, except as otherwise provided herein, may charge a sum sufficient to pay the cost of preparing each Bond issued upon such transfer, which sum or sums shall be paid by the person requesting such transfer or by the County as a condition precedent to the exercise of the privilege of making such transfer. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of Bonds during the fifteen (15) days preceding an interest payment date on such Bonds.

SECTION 5. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date on such Bond or in the

case of any proposed redemption of Bonds, such record date shall be the fifteenth (15th) day prior to the giving of notice of redemption of bonds.

SECTION 6. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 7. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chair of the County Council attested by the manual or facsimile signature of the Clerk of the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds may be those of the officers who are in office on the date of adoption of this Ordinance. The execution of the Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 8. Form of Bonds. The Bonds shall be in substantially the form attached hereto as Exhibit A and incorporated herein by reference. If the Bonds are issued as BABs, appropriate changes will be made in the form of the bonds attached hereto as Exhibit A.

SECTION 8. Security for Bonds. The full faith, credit, and taxing power of the county is irrevocably pledged to the payment of the Bonds. The Bonds are payable from an ad valorem tax levied annually by the County Auditor and collected by the County Treasurer.

The Council shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, an ad valorem tax sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor. To the extent allowed by law, the Auditor and Treasurer of the County, may consider the amounts available as an annual direct payment to the County under Section 6431 (or other relevant section) of the IRC when levying and collecting the taxes provided for herein, if the Bonds are issued as BABs.

SECTION 9. Notice of Initiative and Referendum. The County Council hereby delegates to its Chair and the Administrator the authority to determine whether the Notice prescribed under the provisions of Title 11, Chapter 27, relating to the Initiative and Referendum provisions contained in Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, shall be given with respect to this Ordinance, such notice being in substantially the form attached hereto as Exhibit B. If such notice is given, the Chair and the Administrator are authorized to cause such notice to be published in a newspaper of general circulation in the County.

SECTION 10. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

(a) Such Bond or Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) Payment of the principal of and interest on such Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the corporate trustee. At such time as the Bonds shall no longer be deemed to be outstanding hereunder, such Bonds shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

“Government Obligations” shall mean any of the following:

(a) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;

(b) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”); and

(c) general obligation bonds of the State, its institutions, agencies, school districts and political subdivisions.

SECTION 11. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code, from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 12. Eligible Securities. The Bonds initially issued (the “Initial Bonds”) will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York (“DTC”), and transfers of beneficial ownership of the Initial Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial

ownership must be of \$5,000 principal amount of Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Bonds shall be issued in fully-registered form, one Bond for each of the maturities of the Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial Bonds becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of the Ordinance.

If (a) DTC determines not to continue to act as securities depository for the Bonds, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County the Initial Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository Bonds of the same principal amount, interest rate and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Bonds might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Bonds by mailing an appropriate notice to DTC, upon receipt by the County of the Initial Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Bonds in fully-registered form, in substantially the form set forth in Section 2 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

Notwithstanding the foregoing, at the request of the purchaser, the Bonds will be issued as one single fully-registered bond and not issued through the book-entry system.

SECTION 13. Sale of Bonds, Form of Notice of Sale. The Bonds shall be sold at public sale. A Notice of Sale in substantially the form attached hereto as Exhibit C and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper having general circulation in the State of South Carolina or in a financial publication published in the City of New York, State of New York, or both, not less than seven (7) days prior to the date set for such sale. Appropriate modifications shall be made in the Notice of Sale if the Bonds are offered to purchase as BABs.

SECTION 14. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the Administrator to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The County Council authorizes the Administrator to designate the Preliminary Official Statement as “near final” for purposes of Rule 15c2-12 of the Securities Exchange Commission. The Administrator is further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds.

SECTION 15. Filings with Central Repository. In compliance with Section 11-1-85, South Carolina Code of Laws 1976, as amended, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of an annual independent audit of the County within thirty (30) days of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, event specific information of an event which adversely affects more than five (5%) percent of the tax revenues of the County or the County's tax base.

SECTION 16. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12 (the "Rule") the County covenants and agrees for the benefit of the holders from time to time of the Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Disclosure Dissemination Agent Agreement in substantially the form appearing as Exhibit D to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Disclosure Dissemination Agent Agreement, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by the Ordinance.

SECTION 17. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the Treasurer of the County in a special fund to the credit of the County, separate and distinct from all other funds, and shall be expended from time to time and made use of by the County Council as follows:

(a) Any premium shall be placed in the sinking fund established pursuant to Section 4-15-150 of the Code; and

(b) The balance of the proceeds shall be applied for the purposes set forth in this Ordinance including defraying the costs and expenses of issuing the Bonds.

SECTION 18. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit E, having been published in *The State*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 19. Reimbursement of Certain Expenditures. The County Council hereby declares that this Ordinance shall constitute its declaration of official intent pursuant to Treasury Regulation § 1.150-2 to reimburse the School District from the proceeds of the Bonds for expenditures with respect to the Project (the "Expenditures"). The County anticipates incurring Expenditures with respect to the capital improvements prior to the issuance by the County of the Bonds for such purposes. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid, or (b) the date the Project was placed in service, but in no event more than three (3) years after the original Expenditures. The Expenditures are incurred solely to acquire, construct or rehabilitate property having a reasonably expected economic life of at least one (1) year. The source of funds for the Expenditures with respect to the Project will be the County's general reserve funds or other legally-available funds.

SECTION 20. Tax Covenants. The County hereby covenants and agrees with the Holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the Bondholders for federal income tax purposes pursuant to the provisions of the IRC and regulations promulgated thereunder in effect on the date of original issuance of the Bonds; provided, however, that for purposes of this covenant only, the County shall not be in violation of this covenant solely because it makes the irrevocable election under Section 54AA(d) or (g) (as applicable) of the IRC with respect to the Bonds to be issued as BABs. The

County further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds would have caused the Bonds to be “arbitrage bonds,” as defined in Section 148 of the IRC, and to that end the County hereby shall:

(a) comply with the applicable provisions of Sections 54AA, 103 and 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Bonds are outstanding;

(b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the IRC relating to required rebates of certain amounts to the United States; and

(c) make such reports of such information at the time and places required by the IRC.

SECTION 21. Miscellaneous. The County Council hereby authorizes any one or more of the following officials to execute such documents and instruments as necessary to effect the issuance of the Bonds: Chair of the County Council, County Administrator, Clerk to the County Council and County Attorney. The County Council hereby retains McNair Law Firm, P.A. as bond counsel and Ross, Sinclair & Associates, LLC, as Financial Advisor, in connection with the issuance of the Bonds. The County Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its adoption.

[Signature Page to Follow]

Enacted this _____ day of _____, 2010.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Paul Livingston, Chairman
Richland County Council

(SEAL)

ATTEST THIS _____ DAY OF

_____, 2010:

Michielle R. Cannon-Finch
Clerk of County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only
No Opinion Rendered As To Content

Date of First Reading:
Date of Second Reading:
Publication of Notice of
Public Hearing:
Date of Public Hearing:
Date of Third Reading:

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
GENERAL OBLIGATION BONDS, SERIES 2010C

No. R-

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>ORIGINAL</u> <u>ISSUE DATE</u>	<u>CUSIP</u>
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REGISTERED HOLDER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Richland County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the registered holder specified above, or registered assigns, the principal amount specified above on the maturity date specified above, upon presentation and surrender of this Bond at the principal office of _____, in the City of _____, State of _____ (the "Paying Agent"), and to pay interest on such principal amount from the date hereof at the rate per annum specified above until this Bond matures. Interest on this Bond is payable semiannually on _____ and _____ of each year, commencing _____, until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently _____, in _____, _____ (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal of and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully-registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged and there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as they respectively mature and to create such sinking fund as may be necessary therefore.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating _____ Dollars (\$ _____), issued pursuant to and in accordance with [the American

Recovery and Reinvestment Act of 2009], the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and Ordinance No. _____ duly enacted by the County Council on _____, 2010.

[Redemption Provisions]

This Bond is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully-registered Bond or Bonds of the same aggregate principal amount, interest rate redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the facsimile signature of the Chair of the County Council, attested by the facsimile signature of the Clerk to the County Council and the seal of the County impressed, imprinted or reproduced hereon.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)
ATTEST:

Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This bond is one of the Bonds described in the within mentioned Ordinance of Richland County, South Carolina.

_____ as Registrar

By: _____ Authorized Officer

The following abbreviations, when used in the inscription on the face of this Bond shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the entireties

_____ Custodian _____
(Cust.) (Minor)

JT TEN - As joint tenants with right of survivorship and not as tenants in common

under Uniform Gifts to Minors

(State)

Additional abbreviations may also be used though not in list above.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____ (Name and address of Transferee)
the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

(Authorizing Officer)

Signature(s) must be guaranteed
by an institution which is a
participant in the Securities
Transfer Agents Medallion
Program (“STAMP”) or similar
program.

NOTICE: The signature to this
agreement must correspond with
the name of the registered holder as
it appears upon the face of the
within Bond in every particular,
without alteration or enlargement or any
change whatever.

Copies of the final approving opinions to be rendered shall be printed on the back of each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete final approving opinions (except for date and letterhead) of McNair Law Firm, P.A., Columbia, South Carolina, approving the issue of bonds of which the within bond is one, the original of which opinions were manually executed, dated and issued as of the date of delivery of and payment for the bonds and a copy of which is on file with the County Council of Richland County, South Carolina.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Clerk, County Council

FORM OF NOTICE

NOTICE IS HEREBY GIVEN that the County Council (the "County Council") of Richland County, South Carolina (the "County"), on _____, 2010, enacted Ordinance No. _____ entitled "AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$2,000,000 GENERAL OBLIGATION BONDS, SERIES 2010C, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE ADMINISTRATOR OF THE COUNTY TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO" (the "Ordinance"). The Ordinance authorizes the issuance and approves the sale of not to exceed \$2,000,000 General Obligation Bonds, Series 2010C (the "Bonds") of the County.

The proceeds of the Bonds will be used to provide funds for: (i) acquiring vehicles for use by the Sheriff's Department for the 2010-11 fiscal year; (ii) paying costs of issuance of the bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

Pursuant to Section 11-27-40(8) of the Code of Laws of South Carolina, 1976, as amended, unless a notice, signed by not less than five (5) qualified electors of the County, of the intention to seek a referendum is filed both in the office of the Clerk of Court of the County and with the Clerk of the County Council, the initiative and referendum provisions of South Carolina law, Sections 4-9-1210 to 4-9-1230 of the Code of Laws of South Carolina, 1976, as amended, shall not be applicable to the Ordinance. The notice of intention to seek a referendum must be filed within twenty (20) days following the publication of this notice of the adoption of the aforesaid Ordinance in a newspaper of general circulation in Richland County.

/s/Chair, County Council, Richland County,
South Carolina

FORM OF NOTICE OF SALE

\$ _____ GENERAL OBLIGATION BONDS, SERIES 2010C
OF RICHLAND COUNTY, SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that sealed bids, facsimile bids and electronic bids will be received on behalf of Richland County, South Carolina (the "County") in the Administrative Conference Room, 4th Floor, 2020 Hampton Street, Columbia, South Carolina, until 11:00 a.m., South Carolina time, on _____, _____, 2010, at which time said proposals will be publicly opened for the purchase of \$ _____ General Obligation Bonds, Series 2010C, of the County (the "Bonds").

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for \$ _____ General Obligation Bonds, Series 2010C, Richland County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof.

Facsimile Bids: The County will accept the facsimile transmission of a manually signed Official Bid Form at the risk of the Bidder. The County shall not be responsible for the confidentiality of bids submitted by facsimile transmission. Any delay in receipt of a facsimile bid, and any incompleteness or illegible portions of such bid are the responsibility of the bidder. Bids by facsimile should be transmitted to the attention of J. Milton Pope, County Administrator, fax number (803) 576-2138.

Electronic Bids: Electronic proposals must be submitted through i-Deal's Ipreo Electronic Bid Submission System ("Ipreo"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Ipreo may be obtained from i-Deal, 40 W. 23rd Street, 5th floor, New York, New York 10010, Customer Support, telephone (212) 404-8102.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, BY FACSIMILE TRANSMISSION OR BY ELECTRONIC BID, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE COUNTY AT THE PLACE, DATE AND TIME APPOINTED, AND THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.

Book-Entry-Only Bonds: The Bonds will be issued in fully-registered form. One Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the Bonds and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC.

The Bonds will be issued in fully-registered form registered as to principal and interest; will be dated _____, 2010; will be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing in each year; and will mature serially in successive annual installments on _____ in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
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The Bonds will bear interest from the date thereof payable semiannually on _____ and _____ of each year, commencing _____, until they mature.

[Redemption Provisions]

Municipal Bond Insurance: The County has submitted applications to various bond insurers for a policy of insurance relating to the Bonds to be effective as of the date of their issuance. If a bidder for the Bonds desires to have the Bonds so insured, the bidder should specify in its bid for the Bonds whether bond insurance will be purchased. The premium on such bond insurance must be paid at or prior to the closing by the successful bidder. Any failure of the Bonds to be so insured or of any such policy of insurance to be issued shall not constitute cause for a failure or refusal by the purchaser of the bonds to accept delivery of and pay for the Bonds.

Registrar/Paying Agent: Wells Fargo Bank, N.A., Atlanta, Georgia, shall serve as Registrar/Paying Agent for the Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% and the interest rate specified for any maturity shall not be lower than the interest rate specified for any previous maturity. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. A bid for less than all the Bonds, a bid at a price less than par or a bid which includes a premium in excess of 10% of the par amount of the Bonds will not be considered. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Bonds to the date of full payment of the purchase price.

Award of Bid. The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Security: The full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor. [To the extent allowed by law, the County Auditor and County Treasurer may consider the amounts available as an annual direct payment to the County under Section 6431 (or other relevant section) of the IRC when levying and collecting the taxes provided for herein, if the Bonds are issued as BABs.]

Good Faith Deposit: No good faith deposit is required.

Bid Form: Proposals should be enclosed in a separate sealed envelope marked "Proposal for \$ _____ General Obligation Bonds, Series 2010C, of Richland County, South Carolina" and should be directed to the Chair of the County Council at the address in the first paragraph hereof. It is requested but not required that you submit your bid on the Proposal for Purchase of Bonds supplied with the Official Statement.

Official Statement: Upon the award of the Bonds, the County will prepare an official statement (the "Official Statement") in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the County will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to an ordinance and a Disclosure Dissemination Agent Agreement, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The County Council shall furnish upon delivery of the Bonds the final approving opinions of McNair Law Firm, P.A., Columbia, South Carolina, which opinions shall accompany each Bond, together with the usual closing documents, including a certificate of the County that no litigation is pending affecting the Bonds.

Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the Bonds, stating the initial reoffering price of the Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Bonds were sold to the public, in form satisfactory to Bond Counsel. A sample copy of such a certificate may be obtained from Bond Counsel.

Delivery: The Bonds will be delivered on or about _____, 2010, in New York, New York, at the expense of the County. The balance of the purchase price then due, including the amount of accrued interest, must be paid in federal funds or other immediately available funds.

Additional Information: The Preliminary Official Statement of the County with respect to the Bonds will be furnished to any person interested in bidding for the Bonds upon request. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the Bonds. Persons seeking additional information should communicate with J. Milton Pope, County Administrator, 2020 Hampton Street, Columbia, South Carolina, 29201, telephone (803) 576-2054 or Francenia B. Heizer, Esquire, McNair Law Firm, P.A., 1301 Gervais Street, 17th Floor, Columbia, South Carolina, 29201, telephone (803) 799-9800, e-mail: fheizer@mcnair.net.

RICHLAND COUNTY, SOUTH CAROLINA
s/ _____
Chair, County Council

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the “Disclosure Agreement”), dated as of _____, 2010, is executed and delivered by Richland County, South Carolina (the “Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the “Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (hereinafter defined) of the Bonds (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the “Rule”).

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

“Annual Report” means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

“Annual Filing Date” means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the Repositories.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

“Audited Financial Statements” means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

“Bonds” means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Voluntary Report or Notice Event notice delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Voluntary Report or Notice Event notice required to be submitted to the Repositories under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

“Disclosure Representative” means the Finance Director, the senior member of the Issuer or his or her designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

“Disclosure Dissemination Agent” means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

“Information” means the Annual Financial Information, the Audited Financial Statements (if any) the Notice Event notices, and the Voluntary Reports.

“Notice Event” means an event listed in Sections 4(a) of this Disclosure Agreement.

“MSRB” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

“National Repository” means for purposes of the Rule the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

“Repository” means the MSRB, each National Repository and the State Depository (if any).

“State Depository” means any public or private depository or entity designated by the State of South Carolina as a state information depository (if any) for the purpose of the Rule. The list of state information depositories maintained by the United States Securities and Exchange Commission shall be conclusive as to the existence of a State Depository. Currently, the following depositories are listed by the Securities and Exchange Commission as available State Depositories:

1. Municipal Advisory Council of Michigan
1445 First National Building
Detroit, Michigan 48226-3517
(313) 963-0420 (phone)
(313) 963-0943 (fax)
jackie@macmi.com
2. Municipal Advisory Council of Texas
PO Box 2177
Austin, TX 78768-2177
(512) 476-6947 (phone)
(512) 476-6403 (fax)
mac@mactexas.com
3. Ohio Municipal Advisory Council
9321 Ravenna Road, Unit K
Twinsburg, OH 44087-2445
(330) 963-7444 (phone)
(800) 969-OMAC (6622) (phone)
(330) 963-7553 (fax)
sid_filing@ohiomac.com

“Trustee” means the institution identified as such in the document under which the Bonds were issued.

“Voluntary Report” means the information provided to the Disclosure Dissemination Agent by the Issuer pursuant to Section 7.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than 30 days prior to the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to each National Repository and the State Depository (if any) not later than 210 days after the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2009. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification) no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Notice Event as described in Section 4(a)(12) has occurred and to immediately send a notice to each National Repository or the MSRB and the State Depository (if any) in substantially the form attached as Exhibit B.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 12:00 noon on the first business day following the Annual Filing Date for the Annual Report, a Notice Event described in Section 4(a)(12) shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to each National Repository or the MSRB and the State Depository (if any) in substantially the form attached as Exhibit B.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certificate, together with a copy for the Trustee, for filing with each National Repository and the State Depository (if any).

(e) The Disclosure Dissemination Agent shall:

- (i) determine the name and address of each Repository each year prior to the Annual Filing Date;
- (ii) upon receipt, promptly file each Annual Report received under Section 2(a) with each National Repository, and the State Depository, (if any);
- (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with each National Repository, and the State Depository (if any);
- (iv) upon receipt, promptly file the text of each disclosure to be made with each National Repository or the MSRB and the State Depository (if any) together with

a completed copy of the MSRB Material Event Notice Cover Sheet in the form attached as Exhibit C, describing the event by checking the box indicated below when filing pursuant to the Section of this Disclosure Agreement indicated:

1. “Principal and interest payment delinquencies,” pursuant to Sections 4(c) and 4(a)(1);
2. “Non-Payment related defaults,” pursuant to Sections 4(c) and 4(a)(2);
3. “Unscheduled draws on debt service reserves reflecting financial difficulties,” pursuant to Sections 4(c) and 4(a)(3);
4. “Unscheduled draws on credit enhancements reflecting financial difficulties,” pursuant to Sections 4(c) and 4(a)(4);
5. “Substitution of credit or liquidity providers, or their failure to perform,” pursuant to Sections 4(c) and 4(a)(5);
6. “Adverse tax opinions or events affecting the tax-exempt status of the security,” pursuant to Sections 4(c) and 4(a)(6);
7. “Modifications to rights of securities holders,” pursuant to Sections 4(c) and 4(a)(7);
8. “Bond calls,” pursuant to Sections 4(c) and 4(a)(8);
9. “Defeasances,” pursuant to Sections 4(c) and 4(a)(9);
10. “Release, substitution, or sale of property securing repayment of the securities,” pursuant to Sections 4(c) and 4(a)(10);
11. “Ratings changes,” pursuant to Sections 4(c) and 4(a)(11);
12. “Failure to provide annual financial information as required,” pursuant to Section 2(b)(ii) or Section 2(c), together with a completed copy of Exhibit B to this Disclosure Agreement;
13. “Other material event notice (specify),” pursuant to Section 7 of this Agreement, together with the summary description provided by the Disclosure Representative.

- (v) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, Trustee (if any) and the Repositories, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including the information provided in the Official Statement under the headings: “Security,” “Outstanding Indebtedness,” “Assessed Value of Taxable Property in the County,” “Estimated True Value of All Taxable Property in the County,” “Tax Rates,” “Tax Collections for Last Five Years,” and “Ten Largest Taxpayers.”

(b) Audited Financial Statements prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report.

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer is an “obligated person” (as defined by the Rule), which have been previously filed with each of the National Repositories or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events, if material, with respect to the Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements relating to the Bonds reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions or events affecting the tax-exempt status of the Bonds;
7. Modifications to rights of Bond holders;
8. Bond calls;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds;
11. Rating changes on the Bonds;
12. Failure to provide annual financial information as required; and
13. Other material event notice (specify) _____.

The Issuer shall promptly notify the Disclosure Dissemination Agent in writing upon the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c). Such notice shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information.

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within five business days of receipt of such notice, instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure

Disclosure Agent is to report the occurrence pursuant to subsection (c), together with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Disclosure Agent to disseminate such information, and the date the Issuer desires for the Disclosure Agent to disseminate the information.

(c) If the Disclosure Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Agent shall promptly file a notice of such occurrence with the State Depository (if any) and (i) each National Repository, or (ii) the MSRB.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, notices of Notice Events, and Voluntary Reports filed pursuant to Section 7(a), the Issuer shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the failure of the Disclosure Agent to so advise the Issuer shall not constitute a breach by the Disclosure Agent of any of its duties and responsibilities under this Disclosure Agreement. The Issuer acknowledges and understands that the duties of the Disclosure Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Reports.

(a) The Issuer may instruct the Disclosure Agent to file information with the Repositories, from time to time pursuant to a Certification of the Disclosure Representative accompanying such information (a "Voluntary Report").

(b) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Agent under this Disclosure Agreement shall terminate with respect to the Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Disclosure Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon certifications of the Issuer at all times.

THE ISSUER AGREES TO INDEMNIFY AND SAVE THE DISCLOSURE DISSEMINATION AGENT AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, HARMLESS AGAINST ANY LOSS, EXPENSE AND LIABILITIES WHICH THEY MAY INCUR ARISING OUT OF OR IN THE EXERCISE OR PERFORMANCE OF THEIR POWERS AND DUTIES HEREUNDER, INCLUDING THE COSTS AND EXPENSES (INCLUDING ATTORNEYS FEES) OF DEFENDING AGAINST ANY CLAIM OF LIABILITY, BUT EXCLUDING LIABILITIES DUE TO THE DISCLOSURE DISSEMINATION AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or

question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and neither of them shall incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The fees and expenses of such counsel shall be payable by the Issuer.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee of the Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of New York (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Disclosure Dissemination Agent and the Issuer have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent

By: _____
Name: _____
Title: _____

RICHLAND COUNTY, SOUTH CAROLINA,
as Issuer

By: _____
Name: _____
Title: _____

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer Richland County, South Carolina
Obligated Person(s) Daniel Driggers, Finance Director
Name of Bond Issue: General Obligation Bonds, Series 2010C, \$ _____
Date of Issuance: _____, 2010
Date of Official Statement _____, 2010

CUSIP Number: _____ CUSIP Number: _____

EXHIBIT B

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer	Richland County, South Carolina
Obligated Person(s)	Daniel Driggers, Finance Director
Name of Bond Issue:	General Obligation Bonds, Series 2010C, \$ _____
Date of Issuance:	_____, 2010
Date of Official Statement:	_____, 2010

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement, dated as of _____, 2010, between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____.

Dated: _____

Digital Assurance Certification, L.L.C., as Disclosure
Dissemination Agent, on behalf of the Issuer

cc: Issuer
Obligated Person

EXHIBIT C
MATERIAL EVENT NOTICE COVER SHEET

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

Number of pages of attached material event notice: ____

Description of Material Events Notice (Check One):

1. Principal and interest payment delinquencies
2. Non-Payment related defaults
3. Unscheduled draws on debt service reserves reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions or events affecting the tax-exempt status of the security
7. Modifications to rights of securities holders
8. Bond calls
9. Defeasances
10. Release, substitution, or sale of property securing repayment of the securities
11. Rating changes
12. Failure to provide annual financial information as required
13. Other material event notice (specify)
14. _____

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.

Address: _____

City, State, Zip Code: _____

Voice Telephone Number: _____

FORM OF NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Richland, South Carolina (the "County"), in County Council Chambers located at 2020 Hampton Street, Columbia, South Carolina, at 6:00 p.m. on _____, 2010, or at such other location as proper notice on the main entrance to the said building might specify.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Bonds of Richland County, South Carolina in the aggregate principal amount of not to exceed \$2,000,000 (the "Bonds"), the proceeds of which will be used to provide funds for: (i) acquiring vehicles for use by the Sheriff's Department for the 2010-11 fiscal year (the "Project"); (ii) paying costs of issuance of the Bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

The full faith, credit and taxing power of the County will be irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bonds.

COUNTY COUNCIL OF RICHLAND COUNTY,
SOUTH CAROLINA

s/ _____
Chair

Richland County Council Request of Action

Subject

Richland County Freedom of Information Policy [**PAGES 108-111**]

Notes

June 22, 2010 - The committee recommended that Council approve the request to adopt the policy governing how FOI requests are handled and processed. The vote in favor was unanimous.

RICHLAND COUNTY

POLICIES AND PROCEDURES MANUAL

Policy Title: Freedom of Information

Section: 1

Department: Administrative Policy Number: AD-070

Effective Date:

Page: 1 of 3

I. Purpose

To establish a policy, which complies with the South Carolina Freedom of Information Act (FOIA) in a responsive, appropriate and efficient manner. Richland County will attempt to provide the fullest and most rapid public access to County records and information so the rights of an informed public remain protected. FOIA requests must be responded to within 15 days, excluding Saturdays, Sundays and holidays, after receipt of a written request. The County recognizes the competing interest of personal privacy and the right of the public to have access to information concerning the conduct of the public's business. The County shall provide full disclosure of public records in its possession or control, except those specifically exempted by the state's FOIA.

II. Policy

It shall be the policy of Richland County to adhere to the following procedure:

- A. All FOI requests must be in writing to include the date, specific information being requested, name, address, phone number and signature of the requester.
- B. The department receiving the request must date and time stamp the FOI immediately upon receipt and retain a copy on file in the respective office.
- C. All requests under the South Carolina Freedom of Information Act must be faxed or hand delivered to the County Administrator's office the same day received addressed to the attention of :

The County Administrator
Richland County Government
P.O. Box 192, Suite 4069
Columbia SC 29204
Fax: 803-576-2137

D. The County Administrator or his designee will advise the respective department and requestor once a determination is made whether the information requested is exempt from disclosure. FOI Requests must be responded to within the 15 days, excluding Saturdays, Sundays and holidays after receipt of the written request. If an attorney's opinion is needed on an issue related to availability of records, the County Administrator or his designee will ask for an extension agreement by letter. The County Administrator or designee will provide a copy of this letter, along with the request to the County Attorney for preparation of the opinion and/or appropriate response. If any agreement is made that varies the requirements of the Act, it must be made in writing with a copy delivered to the requestor acknowledging the agreement.

E. Public records and documents are open for inspect and/or copy and the public should be permitted to review them upon request if reasonable. However, such inspections shall be appropriately supervised.

Section 30-4-30(a) of Code of Laws of South Carolina (1976), as amended provides that:

"any person has a right to inspect or copy ad public record of a public body, except as otherwise provided by Section 30-4-40, in accordance with reasonable rules concerning time and places of access."

F. **Section 30-4-30 (b) Code of Laws of South Carolina (1976), as amended provides that:**

"The public body may establish and collect fees not to exceed the actual cost of searching for or making copies of records. Fees charged by a public body must be uniform for copies of the same record or document. However, member s of the General Assembly may receive copies of records or documents at no charge from the public bodies when their request relates to their legislative duties. The records must be furnished at the lowest possible cost to the person requesting the records. Records must be provided in a form that is both convenient and practical for use by the person requesting copies of the records concerned, if it is equally convenient for the public body to provide the records in this form. Documents may be furnished when appropriate without charge or at a reduced rate charge where the agency determines that waiver or reduction of the fee is in the public interest because furnishing the information can be considered as primarily benefiting the general public. Fees may not be charged for examination and review to determine if the documents are subject to disclosure. Nothing in this chapter prevents the custodian of the public records from charging a reasonable hourly rate for making records available to the public nor requiring a reasonable deposit of these costs before searching for or

making copies of the records.” Pursuant to this section of the Code of Laws, Richland County shall adhere to the following fee schedule:

Service	Fee
a. Copying Fee	\$.25 per page. Hourly fee shall be based on the hourly rate of the person researching the records requested.
b. Record Research	
c. Information provided by fax	\$50. Per hour, with a minimum charge of \$50.00 compliance time Based on actual cost of media
d. Special computer programming fees and computer system data	\$50. Per hour, with a minimum charge of \$50.00 compliance time Based on actual cost of media
e. Computer medial used to store data requested and transmit same to individual making request	\$.08 per line (*applies in cases where a “hard copy” print out is requested).
f. Computer system printing time and paper costs	\$.08 per line (*applies in cases where a “hard copy” print out is requested).

G. The County Administrator or his designee will obtain a written listing of any applicable costs, from the respective department (s), based on the fees as set forth about. The County Administrator or his designee will advise the requestor once a determination is made relating to applicable costs. If the requestor decided to proceed with the FOI requests a deposit shall be required when the County reasonably believes fees shall exceed \$25.00 The deposit shall be equal to the total anticipated costs for searching and copying records. All deposits must be paid in advance.

- a. Requestors are encouraged to make their requests as specific as possible to minimize unnecessary costs.
- b. Research cots shall not be charged if the entire process of making the information available takes less than one (1) hour.
- c. It is not necessary for any County department to produce any reports, written or computerized, in any format other than that already kept by the department.

- H. The Richland County Ombudsman's Office will compile and maintain a computerized log of all FOI requests.
- I. The County Administrator's office will strive to make this process as efficient and responsive as possible while complying with the law and appropriately respecting confidentiality of exempt records/documents.
- J. Persons with questions regarding compliance with the FOIA and whether certain County information is a public record should contact the Richland County Attorney's Office.

Date: _____ County Administrator _____

Richland County Council Request of Action

Subject

Same Sex Interpersonal Violence Support Group Grant **[PAGE 113]**

Notes

June 22, 2010 - The committee recommended that Council approve this request providing Administration identifies a matching fund source prior to this item appearing before Council. The vote in favor was unanimous.

Same Sex Interpersonal Violence Grant

Administrator's Recommendation:

The Grant Match for the Same Sex Interpersonal Violence Grant should be obtained from the Sheriff's Department's budget by using \$2,250 of line item 201000 5239 (Transportation of Prisoners).

The amount remaining in that line item is \$16,750.

Richland County Council Request of Action

Subject

Ordinance Authorizing the County to execute and deliver a Master Park Agreement for the creation and maintenance of a multicounty business or industrial park between Richland County, South Carolina, and Fairfield County, South Carolina; and other related matters **[FIRST READING] [PAGES 115-131]**

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

AUTHORIZING THE COUNTY TO EXECUTE AND DELIVER A MASTER PARK AGREEMENT FOR THE CREATION AND MAINTENANCE OF A MULTI-COUNTY BUSINESS OR INDUSTRIAL PARK BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND FAIRFIELD COUNTY, SOUTH CAROLINA; AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“County”), and Fairfield County, South Carolina (collectively, “Counties”), are authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (“Act”), to jointly develop an industrial or business park in the geographical boundaries of one or more of the member Counties;

WHEREAS, as provided under the Act, to promote the economic welfare of their citizens, the Counties have agreed to create a new multi-county industrial park (“Park”), which will encourage additional development in the Counties; and

WHEREAS, the Counties now desire to adopt and enter into a Master Agreement Governing the Nuclear Facilities Industrial Park (“Agreement”) to provide for the creation and administration of the Park; and

WHEREAS, the Counties desire to include in the boundaries of the Park property located in the Fairfield County and described on the attached *Exhibit A* (“Property”).

NOW, THEREFORE, BE IT ORDAINED BY THE RICHLAND COUNTY COUNCIL:

Section 1. The County Council Chair, or the Vice Chair in the event the Chair is absent, is authorized to execute the Agreement, the Clerk to the County Council is authorized to attest the same, and the County Administrator is further authorized and directed to deliver the Agreement to the Fairfield County. A substantially final form of the Agreement is attached as *Exhibit B*. The form and terms of the Agreement are approved, with any revisions approved by the County’s legal counsel, and all of the terms of the Agreement are incorporated in this Ordinance by reference as if the Agreement were set forth in this Ordinance in its entirety.

Section 2. The County Council Chair, or the Vice Chair in the event the Chair is absent, the Clerk to County Council and the County Administrator (or their respective designees) are authorized to execute whatever other documents and take whatever further actions as may be necessary to effect the intent of this Ordinance.

Section 3. If any part of this Ordinance is unenforceable, the remainder is unaffected.

Section 4. Any ordinance, resolution or order, the terms of which conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 5. This Ordinance is effective after third and final reading.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

(SEAL)

Attest this _____ day of
_____, 2010

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only
No Opinion Rendered As To Content

First Reading: July 20, 2010
Second Reading: September 7, 2010
Public Hearing: September 7, 2010
Third Reading: September 21, 2010

**EXHIBIT A
PROPERTY DESCRIPTION**

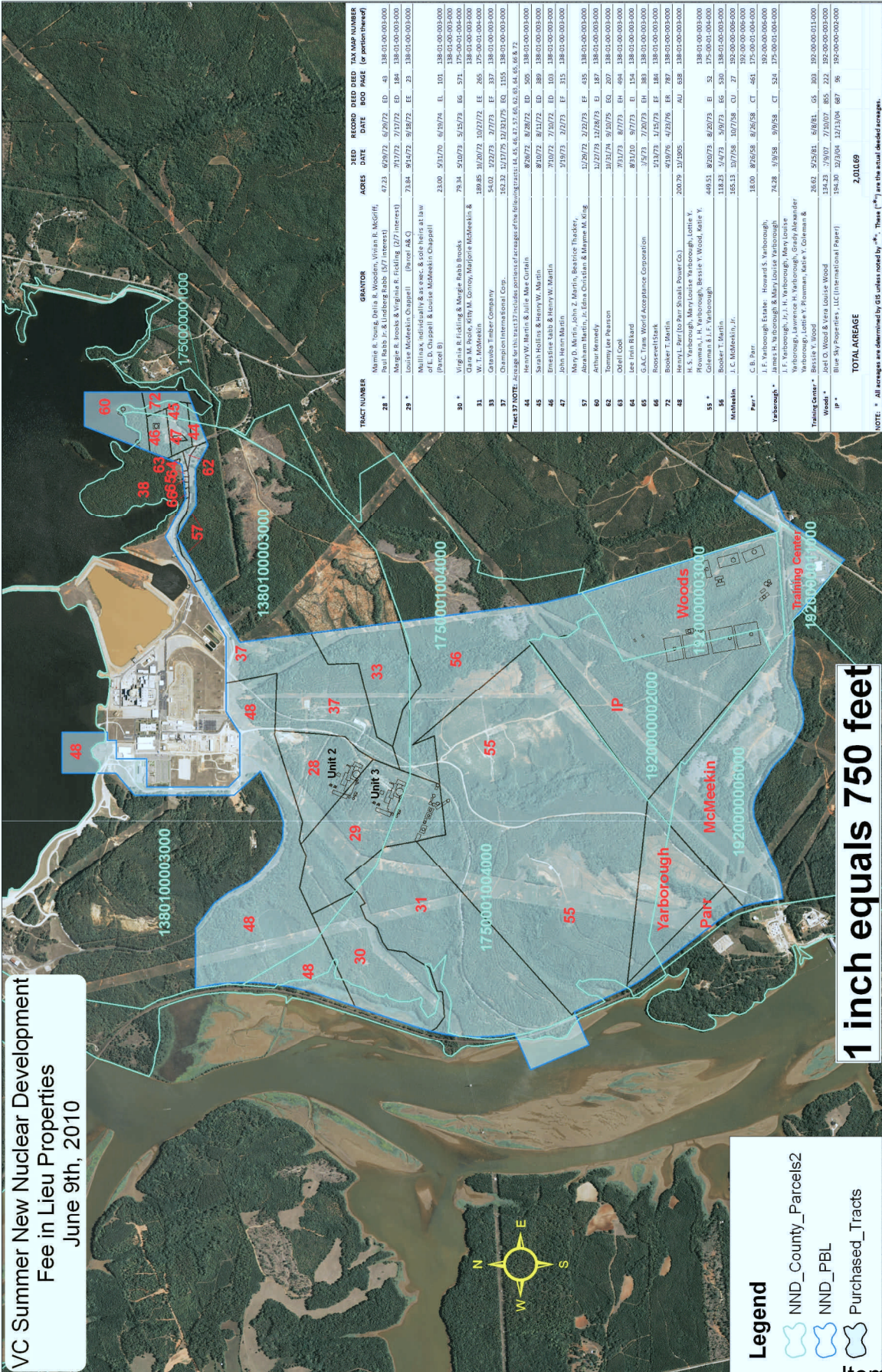
All those certain pieces, parcels or tracts of land being in the County of Fairfield, State of South Carolina, near the Town of Parr, containing an aggregate of 2,010.69 acres, more or less, and being that property lying in the New Nuclear Development Project Boundary Line (“NND PBL”) as shown on the attached drawing entitled “VC Summer Nuclear Plant New Nuclear Development Fee in Lieu Properties,” dated June 9, 2010. Derivations and county tax map numbers associated with each tract are set forth below.

TRACT NUMBER	GRANTOR	ACRES	DEED DATE	RECORD DATE	DEED BOOK	DEED PAGE	TAX MAP NUMBER (or portion)
28 *	Mamie R. Young, Delia R. Wooden, Vivian R. McGriff, Paul Rabb, Jr. & Lindberg Rabb (5/7 interest)	47.23	6/29/72	6/29/72	ED	43	138-01-00-003-000
	Margie R. Brooks & Virginia R. Fickling (2/7 interest)		7/17/72	7/17/72	ED	184	138-01-00-003-000
29 *	Louise McMeekin Chappell (Parcel A& C)	73.84	9/14/72	9/18/72	EE	23	138-01-00-003-000
	Louise C. Moseley, Rebecca C. Miller, & Judy C. Mullinax, individually & as exec. & sole heirs at law of E. D. Chappell & Louise McMeekin Chappell (Parcel B)	23.00	5/31/70	6/19/74	EL	101	138-01-00-003-000
30 *	Virginia R. Fickling & Margie Rabb Brooks	79.34	5/10/73	5/15/73	EG	571	138-01-00-003-000 175-00-01-004-000
31	Clara M. Poole, Kitty M. Conroy, Marjorie McMeekin & W. T. McMeekin	189.85	10/20/72	10/27/72	EE	265	138-01-00-003-000 175-00-01-004-000
33	Catawba Timber Company	54.02	1/22/73	2/7/73	EF	337	138-01-00-003-000
37	Champion International Corp.	162.32	12/17/75	12/321/75	EQ	1155	138-01-00-003-000
Tract 37 NOTE: Acreage for this tract 37 includes portions of acreages of the following tracts: 44, 45, 46, 47, 57, 60, 62, 63, 64, 65, 66 & 72							
44	Henry W. Martin & Julie Mae Curtain		8/26/72	8/28/72	ED	505	138-01-00-003-000
45	Sarah Hollins & Henry W. Martin		8/10/72	8/11/72	ED	389	138-01-00-003-000
46	Ernestine Rabb & Henry W. Martin		7/10/72	7/10/72	ED	103	138-01-00-003-000
47	John Henry Martin		1/19/73	2/2/73	EF	315	138-01-00-003-000
57	Mary D. Martin, John Z. Martin, Beatrice Thacker, Abraham Martin, Jr. Edna Christian & Mayme M. King		12/29/72	2/22/73	EF	435	138-01-00-003-000
60	Arthur Kennedy		12/27/73	12/28/73	EJ	187	138-01-00-003-000
62	Tommy Lee Pearson		10/31/74	9/10/75	EQ	207	138-01-00-003-000
63	Odell Cook		7/31/73	8/7/73	EH	494	138-01-00-003-000
64	Lee Irvin Rikard		8/31/10	9/7/73	EI	154	138-01-00-003-000
65	G.A.C. Trans World Acceptance Corporation		3/5/73	7/20/73	EH	383	138-01-00-003-000
66	Roosevelt Stark		1/13/73	1/15/73	EF	184	138-01-00-003-000

72	Booker T. Martin		4/19/76	4/23/76	ER	787	138-01-00-003-000
48	Henry L. Parr (to Parr Shoals Power Co.)	200.79	10/1905		AU	638	138-01-00-003-000
55 *	H. S. Yarborough, Mary Louise Yarborough, Lottie Y. Plowman, J. H. Yarborough, Bessie Y. Wood, Katie Y. Coleman & J. F. Yarborough	449.51	8/20/73	8/20/73	EI	52	138-01-00-003-000 175-00-01-004-000
56	Booker T. Martin	118.23	5/4/73	5/9/73	EG	530	138-01-00-003-000
McMeekin	J. C. McMeekin, Jr.	165.13	10/7/58	10/7/58	CU	27	192-00-00-006-000
Parr *	C. B. Parr	18.00	8/26/58	8/26/58	CT	461	192-00-00-006-000 175-00-01-004-000
Yarborough *	J. F. Yarborough Estate: Howard S. Yarborough, James H. Yarborough & Mary Louise Yarborough	74.28	9/9/58	9/9/58	CT	524	192-00-00-006-000 175-00-01-004-000
Training Center *	J. F. Yarborough, Jr, J. H. Yarborough, Mary Louise Yarborough, Lawrence H. Yarborough, Grady Alexander Yarborough, Lottie Y. Plowman, Katie Y. Coleman & Bessie Y. Wood	26.62	5/25/81	6/8/81	GS	303	192-00-00-011-000
Woods *	Joel O. Wood & Vera Louise Wood	134.23	7/9/07	7/10/07	855	222	192-00-00-003-000
IP *	Blue Sky Properties , LLC (International Paper)	194.30	12/3/04	12/13/04	687	96	192-00-00-002-000
TOTAL ACREAGE		2,010.69					

NOTE: * All acreages are determined by GIS unless noted by “**”. These (“**”) are the actual deeded acreages.

VC Summer New Nuclear Development
 Fee in Lieu Properties
 June 9th, 2010



TRACT NUMBER	GRANTOR	AGES	DEED DATE	DEED	TAX MAP NUMBER	
28 *	Memie R. Tong, Denis R. Woodson, Vivian R. McGriff, Paul Raab Jr. & Lindberg Kobb (57 Interest)	47.23	6/29/72	ED 43	138-01-00-003-000	
29 *	Margie R. Brooks & Virginia R. Harding (27 Interest)	77.072	7/10/72	ED 189	138-01-00-003-000	
30 *	Monica Williams (Parcel 8) & Virginia R. Harding (27 Interest)	73.84	8/15/72	EE 21	138-01-00-003-000	
31 *	Virginia R. Harding & Margie R. Brooks (Parcel 8)	23.00	5/31/70	6/19/74	EL 101	138-01-00-003-000
32 *	Virginia R. Harding & Margie R. Brooks (Parcel 8)	79.34	5/10/73	5/15/73	EG 571	138-01-00-003-000
33	W. T. McMeekin	189.85	10/20/72	10/27/72	EE 265	175-00-01-004-000
34	W. T. McMeekin	54.03	12/27/73	3/7/73	EF 337	138-01-00-003-000
35	Chapman Internaional Corp.	153.32	11/17/75	12/18/75	EQ 1155	138-01-00-003-000
36	Chapman Internaional Corp.	153.32	11/17/75	12/18/75	EQ 1155	138-01-00-003-000
37	Chapman Internaional Corp.	153.32	11/17/75	12/18/75	EQ 1155	138-01-00-003-000
38	Chapman Internaional Corp.	153.32	11/17/75	12/18/75	EQ 1155	138-01-00-003-000
39	Chapman Internaional Corp.	153.32	11/17/75	12/18/75	EQ 1155	138-01-00-003-000
40	Chapman Internaional Corp.	153.32	11/17/75	12/18/75	EQ 1155	138-01-00-003-000
41	Chapman Internaional Corp.	153.32	11/17/75	12/18/75	EQ 1155	138-01-00-003-000
42	Chapman Internaional Corp.	153.32	11/17/75	12/18/75	EQ 1155	138-01-00-003-000
43	Chapman Internaional Corp.	153.32	11/17/75	12/18/75	EQ 1155	138-01-00-003-000
44	Henry W. Martin & Julie Mae Curtish	87.6072	8/28/72	ED 500	138-01-00-003-000	
45	Sarah Hollins & Henry W. Martin	87.6072	8/28/72	ED 500	138-01-00-003-000	
46	Ernestine Kabb & Henry W. Martin	71.0772	7/10/72	ED 103	138-01-00-003-000	
47	John Hem Martin	71.0772	7/10/72	ED 103	138-01-00-003-000	
48	Mary D. Martin, John Z. Martin, Beatrice Thacker, Abraham Martin, Jr. Edna Christian & Mayme M. King	11/29/72	2/27/73	EF 435	138-01-00-003-000	
49	Arthur Kennedy	11/27/73	12/28/73	EF 187	138-01-00-003-000	
50	Arthur Kennedy	11/27/73	12/28/73	EF 187	138-01-00-003-000	
51	Tommy Lee Pearson	11/31/74	9/10/75	EQ 207	138-01-00-003-000	
52	Tommy Lee Pearson	11/31/74	9/10/75	EQ 207	138-01-00-003-000	
53	Ozell Cook	79.1773	8/7/73	EH 494	138-01-00-003-000	
54	Lee Irvin Richard	87.1170	9/7/73	EH 154	138-01-00-003-000	
55	G.A.C. Trm Wood Acceptance Corporation	72/73	7/2/73	EH 382	138-01-00-003-000	
56	Rosevelt Stark	72/73	7/2/73	EH 382	138-01-00-003-000	
57	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
58	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
59	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
60	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
61	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
62	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
63	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
64	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
65	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
66	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
67	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
68	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
69	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
70	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
71	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
72	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
73	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
74	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
75	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
76	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
77	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
78	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
79	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
80	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
81	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
82	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
83	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
84	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
85	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
86	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
87	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
88	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
89	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
90	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
91	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
92	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
93	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
94	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
95	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
96	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
97	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
98	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
99	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	
100	Booker T. Martin	47/76	4/25/76	ER 787	138-01-00-003-000	

NOTE: * All acreages are determined by GIS unless noted by ***. These (***s) are the actual deeded acreage.

1 inch equals 750 feet

Legend

- NND_County_Parcels2
- NND_PBL
- Purchased_Tracts

EXHIBIT B
FORM OF
MASTER AGREEMENT GOVERNING THE NUCLEAR FACILITIES INDUSTRIAL PARK

**MASTER AGREEMENT
GOVERNING THE
NUCLEAR FACILITIES INDUSTRIAL PARK**

BETWEEN

FAIRFIELD COUNTY, SOUTH CAROLINA

AND

RICHLAND COUNTY, SOUTH CAROLINA

SEPTEMBER 21, 2010

PREPARED BY:

**PARKER POE ADAMS & BERNSTEIN LLP
1201 MAIN STREET, SUITE 1450
COLUMBIA, SOUTH CAROLINA 29201
803.255.8000**

**INSTRUCTIONS
FOR
COUNTY AUDITOR AND COUNTY TREASURER**

ALL PROPERTY LOCATED IN THIS MULTI-COUNTY INDUSTRIAL/BUSINESS PARK IS EXEMPT FROM *AD VALOREM* TAXES AND IS SUBJECT INSTEAD, UNDER THE TERMS OF THE STATE CONSTITUTION, TO A FEE-IN-LIEU OF *AD VALOREM* TAXES EQUAL TO WHAT THE TAXES WOULD HAVE BEEN. HOWEVER, THE FEE-IN-LIEU PAYMENTS MAY BE BELOW NORMAL *AD VALOREM* TAX RATES IN THE EVENT THAT PROPERTY IS SUBJECT TO A NEGOTIATED FEE-IN-LIEU OF TAXES (“FILOT”) ARRANGEMENT. THEREFORE, WHEN PREPARING THE FEE BILLS FOR ALL PROPERTY LOCATED IN THE PARK, PLEASE REFERENCE THE FILOT RECORDS TO ENSURE THE CORRECT MILLAGE RATE AND ASSESSMENT RATIO ARE USED.

ONCE A FEE BILL HAS BEEN PAID, THE PROVISIONS OF THIS AGREEMENT GOVERN HOW THE FEE RECEIVED IS TO BE DISTRIBUTED AMONG THE VARIOUS TAXING ENTITIES IN EACH COUNTY. EACH COUNTY MAY ALTER THE CUSTOMARY DISTRIBUTION OF REVENUES.

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THIS MASTER AGREEMENT (“Agreement”), effective August ____, 2010 (“Effective Date”), between Fairfield County, South Carolina (“Fairfield”), a political subdivision of the State of South Carolina (“State”), and Richland County, South Carolina (“Richland”), a political subdivision of the State (Richland with Fairfield, collectively, “Counties,” each, a “County”), is entered into pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, as amended, and South Carolina Code Annotated section 4-1-170 (collectively, “MCIP Law”).

RECITALS:

WHEREAS, Fairfield has entered into a fee-in-lieu of *ad valorem* taxes agreement with South Carolina Electric & Gas Company (“Company”), concerning the Project, as that term is defined and described in the *Fee Agreement by and between Fairfield County, South Carolina and South Carolina Electric & Gas Company*, dated July 12, 2010 (“Fee Agreement”), which is located on the Project Site, as described more fully on the attached Exhibit A;

WHEREAS, pursuant to the Fee Agreement, Fairfield has committed with the Company: (a) to permit the Company to make payments of fees-in-lieu of *ad valorem* taxes for the Project and (b) to use Fairfield’s best efforts to place the Project Site in a multi-county industrial park;

WHEREAS, the Counties are permitted by the MCIP Law to create one or more multi-county industrial parks;

WHEREAS, to promote the economic welfare of their citizens, in response to a request from the Company and because of the size and unusual nature of the Project, the Counties have determined to create a new multi-county industrial park in which to locate the Project Site;

WHEREAS, the Counties now desire to create the “Nuclear Facilities Industrial Park” (“Park”) and locate the Project Site in the Park as the Park’s sole Project Site, *i.e.*, the Counties intend for the Project Site and the Park boundaries to be coterminous for the life of this Agreement;

WHEREAS, in *Horry County School District v. Horry County*, 346 S.C. 621, 552 S.E.2d 737 (2001) (“*Horry County Case*”), the South Carolina Supreme Court provided guidance regarding the MCIP Law and established requirements for the contents of multi-county industrial park agreements; and

WHEREAS, the Counties adopt this Agreement as the governing document for the Park and intend it to meet the requirements of the MCIP Law and the *Horry County Case*.

NOW, THEREFORE, on the basis of the premises and mutual covenants in this Agreement, the sufficiency of which consideration is acknowledged, the Counties agree:

ARTICLE I PARK BOUNDARIES

Section 1.01. Park Boundaries.

(a) The Park consists solely of the Project Site.

(b) By Fairfield resolution, Fairfield may unilaterally amend this Agreement to include additional property in the Park so long as Fairfield finds that the additional property is related to the Project and adjacent to the Project Site. For each addition, this Agreement’s amendment is complete once Fairfield delivers a separately labeled Exhibit (*e.g.*, Exhibit B-1, Exhibit B-2, etc.) to Richland with a description of the additional property (each, “Additional Project Site,” with Project Site, collectively, “Property”).

(c) Without Property owner's consent, until the end of the 50th calendar year following the end of the calendar year in which this Agreement becomes effective, neither County is permitted to diminish the Park boundaries to exclude Property.

**ARTICLE II
TAX STATUS OF PROPERTIES LOCATED IN THE PARK**

Section 2.01. Constitutional Exemption from Taxation. Under the MCIP Law, during this Agreement's term, Property is exempt from all *ad valorem* taxation.

Section 2.02. Fee-in-Lieu of Taxes. Except as provided in Section 2.01, the owners or lessees of Property shall pay an amount equivalent to the *ad valorem* property taxes or other in lieu of payments that would have been due and payable but for the location of Property in the Park.

Section 2.03. Negotiated Fee-in-Lieu of Taxes. The amount of the annual payments due from the owner or lessee under Section 2.02 is reduced by virtue of any negotiated fee-in-lieu of *ad valorem* taxes incentive with Fairfield. The sole agreement in place as of the Effective Date is the Fee Agreement.

**ARTICLE III
SHARING OF REVENUES AND EXPENSES OF THE PARK**

Section 3.01. Expense Sharing. Fairfield is responsible for all expenses related to the Park.

Section 3.02. Revenue Sharing.

(a) Revenue generated in the Park from a source other than a fee-in-lieu of *ad valorem* taxes shall be distributed directly to Fairfield to be expended in any manner as Fairfield deems appropriate.

(b) The Counties shall share all revenue received in lieu of *ad valorem* taxes from Property ("FILOT Revenue") according to the following distribution scheme: Fairfield shall, after (i) reimbursing itself for expenditures made to attract the Company and (ii) making any reductions required by law or other agreement, retain 99.5% of the FILOT Revenue and transmit 0.5% of the FILOT Revenue to Richland.

Section 3.03. FILOT Revenue Distribution in Each County.

(a) According to *Horry County* Case, each County is required to set forth the scheme for distribution of FILOT Revenue in that County:

- (i) Fairfield elects to retain all FILOT Revenue.
- (ii) Richland reserves the right to determine reimbursement to Richland for economic development expenditures made on a case by case basis. FILOT Revenue remaining after reimbursement shall be distributed on a *pro rata* basis to each entity that would otherwise levy tax millage on Property, if Property were not located in the Park. Each school district receiving a distribution of FILOT Revenue shall divide the FILOT Revenue on a *pro rata* basis between operational and debt service expenditures according to the amount of operating and debt service millage levied by that school district or collected on behalf of that school district.

(b) Each County, by adoption of an ordinance in that County, may unilaterally amend its internal distribution scheme.

Section 3.04. Annual Report and Disbursement. Not later than July 15 of each year, starting July 15 of the first year in which Fairfield receives FILOT Revenue, Fairfield shall prepare and submit to Richland a report detailing the FILOT Revenue owed under this Agreement. Fairfield shall deliver a check for the amount reflected in that report at the same time.

ARTICLE IV MISCELLANEOUS

Section 4.01. Jobs Tax Credit Enhancement. The Company is entitled to whatever enhancement of the regular jobs tax credits authorized by South Carolina Code Annotated section 12-6-3360, or any successive provisions, as may be provided under South Carolina law.

Section 4.02. Assessed Valuation. For the purpose of bonded indebtedness limitation and computing the index of taxpaying ability pursuant to South Carolina Code Annotated section 59-20-20(3), allocation of the assessed value of Property to each County is identical to the percentage of FILOT Revenue retained and received by each County in the preceding fiscal year.

Section 4.03. Records. Fairfield, at Richland's request, shall provide a copy of each record of the annual tax levy and the fee-in-lieu of *ad valorem* tax invoice for Property and a copy of the Fairfield County Treasurer's collection records for the fee-in-lieu of *ad valorem* taxes so imposed, as these records became available in the normal course of Fairfield's procedures.

Section 4.04. Applicable Law. To avoid any conflict of laws between the Counties, Fairfield ordinances are the reference for regulation of the Park. Nothing in this Agreement purports to supersede state or federal law or regulation. Fairfield is permitted to adopt restrictive covenants and land use requirements for the Park.

Section 4.05. Law Enforcement. The Fairfield County Sheriff's Department has jurisdiction to make arrests and exercise all authority and power in the Park boundaries; fire, sewer, water and EMS service for the Park is provided by the applicable service district or other political unit in Fairfield.

Section 4.06. Binding Effect of Agreement. This Agreement is binding after executed by the Counties.

Section 4.07. Severability. If (and only to the extent) that any part of this Agreement is unenforceable, then that portion of the Agreement is severed from the Agreement and the remainder of this Agreement is unaffected.

Section 4.08. Complete Agreement: Amendment. This Agreement is the entire agreement between the Counties with respect to this subject matter and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the Project and Property and neither County is bound by any oral or written agreements, statements, promises, or understandings not set forth in this Agreement.

Section 4.09. Counterpart Execution. This Counties may execute this Agreement in multiple counterparts.

Section 4.10. Termination. Notwithstanding any part of this Agreement to the contrary, Fairfield and Richland shall not terminate this Agreement, without consent from the owner of Property, until the end of the 50th calendar year following the end of the calendar year in which this Agreement becomes effective.

*[ONE SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

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

FAIRFIELD COUNTY, SOUTH CAROLINA

By: _____
Russell David Brown
Chairman of County Council

(SEAL)
ATTEST:

Shryll M. Brown
Clerk to County Council

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Paul Livingston
Chairman of County Council

(SEAL)
ATTEST:

Michielle R. Cannon-Finch
Clerk of County Council

**EXHIBIT A
PROPERTY DESCRIPTION**

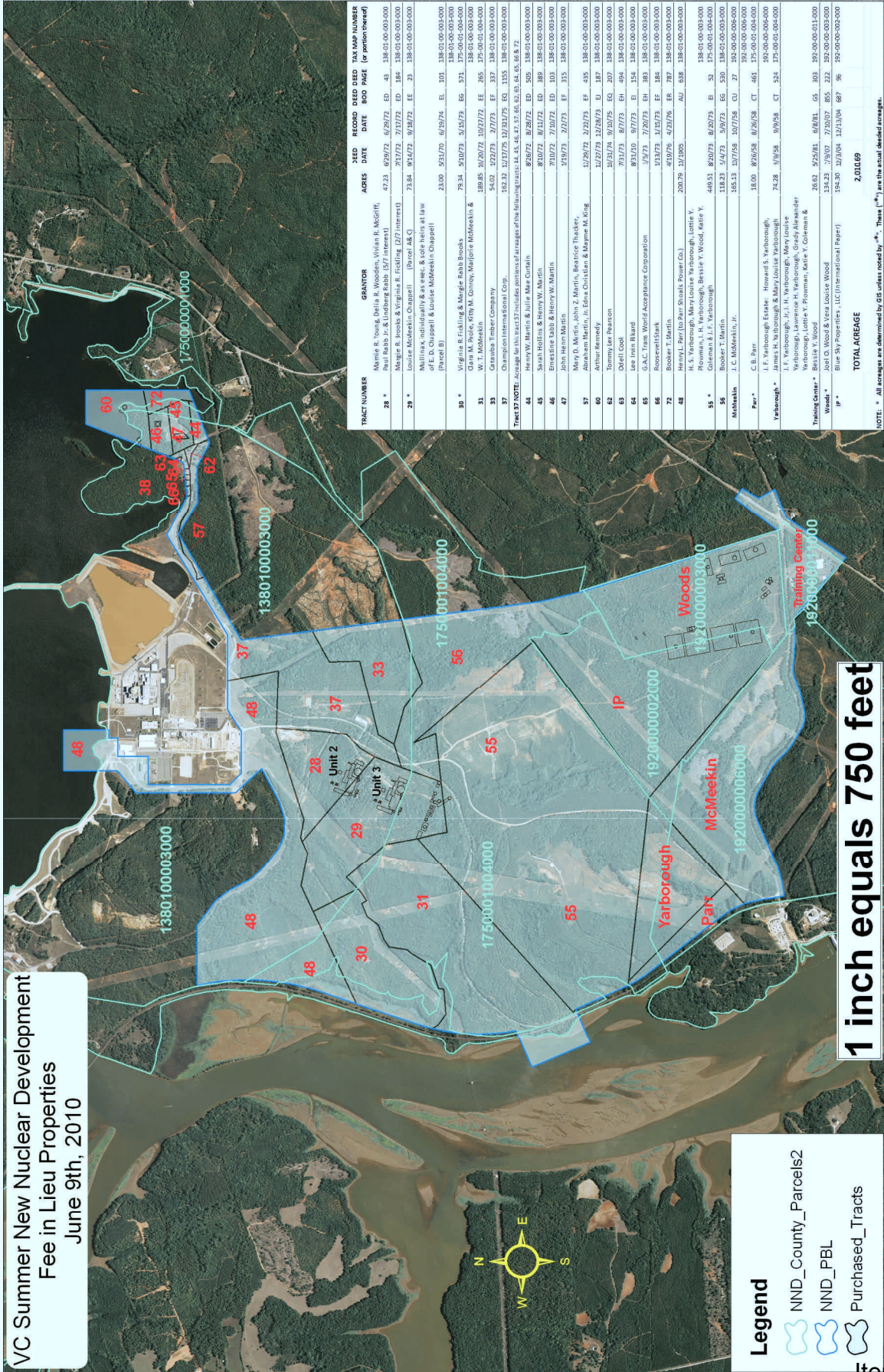
All those certain pieces, parcels or tracts of land being in the County of Fairfield, State of South Carolina, near the Town of Parr, containing an aggregate of 2,010.69 acres, more or less, and being that property lying in the New Nuclear Development Project Boundary Line (“NND PBL”) as shown on the attached drawing entitled “VC Summer Nuclear Plant New Nuclear Development Fee in Lieu Properties,” dated June 9, 2010. Derivations and county tax map numbers associated with each tract are set forth below.

TRACT NUMBER	GRANTOR	ACRES	DEED DATE	RECORD DATE	DEED BOOK	DEED PAGE	TAX MAP NUMBER (or portion)
28 *	Mamie R. Young, Delia R. Wooden, Vivian R. McGriff, Paul Rabb, Jr. & Lindberg Rabb (5/7 interest)	47.23	6/29/72	6/29/72	ED	43	138-01-00-003-000
	Margie R. Brooks & Virginia R. Fickling (2/7 interest)		7/17/72	7/17/72	ED	184	138-01-00-003-000
29 *	Louise McMeekin Chappell (Parcel A& C)	73.84	9/14/72	9/18/72	EE	23	138-01-00-003-000
	Louise C. Moseley, Rebecca C. Miller, & Judy C. Mullinax, individually & as exec. & sole heirs at law of E. D. Chappell & Louise McMeekin Chappell (Parcel B)	23.00	5/31/70	6/19/74	EL	101	138-01-00-003-000
30 *	Virginia R. Fickling & Margie Rabb Brooks	79.34	5/10/73	5/15/73	EG	571	138-01-00-003-000 175-00-01-004-000
31	Clara M. Poole, Kitty M. Conroy, Marjorie McMeekin & W. T. McMeekin	189.85	10/20/72	10/27/72	EE	265	138-01-00-003-000 175-00-01-004-000
33	Catawba Timber Company	54.02	1/22/73	2/7/73	EF	337	138-01-00-003-000
37	Champion International Corp.	162.32	12/17/75	12/321/75	EQ	1155	138-01-00-003-000
Tract 37 NOTE: Acreage for this tract 37 includes portions of acreages of the following tracts: 44, 45, 46, 47, 57, 60, 62, 63, 64, 65, 66 & 72							
44	Henry W. Martin & Julie Mae Curtain		8/26/72	8/28/72	ED	505	138-01-00-003-000
45	Sarah Hollins & Henry W. Martin		8/10/72	8/11/72	ED	389	138-01-00-003-000
46	Ernestine Rabb & Henry W. Martin		7/10/72	7/10/72	ED	103	138-01-00-003-000
47	John Henry Martin		1/19/73	2/2/73	EF	315	138-01-00-003-000
57	Mary D. Martin, John Z. Martin, Beatrice Thacker, Abraham Martin, Jr. Edna Christian & Mayme M. King		12/29/72	2/22/73	EF	435	138-01-00-003-000
60	Arthur Kennedy		12/27/73	12/28/73	EJ	187	138-01-00-003-000
62	Tommy Lee Pearson		10/31/74	9/10/75	EQ	207	138-01-00-003-000
63	Odell Cook		7/31/73	8/7/73	EH	494	138-01-00-003-000
64	Lee Irvin Rikard		8/31/10	9/7/73	EI	154	138-01-00-003-000
65	G.A.C. Trans World Acceptance Corporation		3/5/73	7/20/73	EH	383	138-01-00-003-000
66	Roosevelt Stark		1/13/73	1/15/73	EF	184	138-01-00-003-000

72	Booker T. Martin		4/19/76	4/23/76	ER	787	138-01-00-003-000
48	Henry L. Parr (to Parr Shoals Power Co.)	200.79	10/1905		AU	638	138-01-00-003-000
55 *	H. S. Yarborough, Mary Louise Yarborough, Lottie Y. Plowman, J. H. Yarborough, Bessie Y. Wood, Katie Y. Coleman & J. F. Yarborough	449.51	8/20/73	8/20/73	EI	52	138-01-00-003-000 175-00-01-004-000
56	Booker T. Martin	118.23	5/4/73	5/9/73	EG	530	138-01-00-003-000
McMeekin	J. C. McMeekin, Jr.	165.13	10/7/58	10/7/58	CU	27	192-00-00-006-000
Parr *	C. B. Parr	18.00	8/26/58	8/26/58	CT	461	192-00-00-006-000 175-00-01-004-000
Yarborough *	J. F. Yarborough Estate: Howard S. Yarborough, James H. Yarborough & Mary Louise Yarborough	74.28	9/9/58	9/9/58	CT	524	192-00-00-006-000 175-00-01-004-000
Training Center *	J. F. Yarborough, Jr, J. H. Yarborough, Mary Louise Yarborough, Lawrence H. Yarborough, Grady Alexander Yarborough, Lottie Y. Plowman, Katie Y. Coleman & Bessie Y. Wood	26.62	5/25/81	6/8/81	GS	303	192-00-00-011-000
Woods *	Joel O. Wood & Vera Louise Wood	134.23	7/9/07	7/10/07	855	222	192-00-00-003-000
IP *	Blue Sky Properties , LLC (International Paper)	194.30	12/3/04	12/13/04	687	96	192-00-00-002-000
TOTAL ACREAGE		2,010.69					

NOTE: * All acreages are determined by GIS unless noted by "**". These ("**") are the actual deeded acreages.




**VC Summer New Nuclear Development
Fee in Lieu Properties
June 9th, 2010**



TRACT NUMBER	GRANTOR	AGES	DEED DATE	RECORD DATE	DEED PAGE	TAX MAP NUMBER
28 *	Memie R. Young, Denis R. Wooden, Vivian R. McGriff, Paul Raab Jr. & Lindberg Kabb 137 Interest	47.23	6/26/72	6/26/72	ED - 43	138-01-00-003-000
29 *	Margie K Brooks & Virginia R. Ridding 127 Interest (Parcel 84-0)	71.04	7/10/72	7/10/72	ED - 189	138-01-00-003-000
	Margie K Brooks & Virginia R. Ridding 127 Interest (Parcel 84-1)	71.04	7/10/72	7/10/72	EE - 21	138-01-00-003-000
	Margie K Brooks & Virginia R. Ridding 127 Interest (Parcel 8)	23.00	5/31/70	6/19/74	EL - 101	138-01-00-003-000
	Virginia R. Ridding & Margie Kabb Brooks	79.34	5/10/73	5/15/73	EG - 571	138-01-00-003-000
	Virginia R. Ridding, W. T. McMeekin & W. T. McMeekin	189.85	10/20/72	10/21/72	EE - 265	175-00-01-004-000
33	Gatasha Timber Company	54.03	1/27/73	2/7/73	EF - 337	138-01-00-004-000
37	Champion Interna Esonal Corp.	153.32	11/17/75	12/19/75	EQ - 1155	138-01-00-003-000
	Tract 37 NOTE: Acreage for this tract includes portions of acreages of the following tracts: 44, 45, 46, 47, 57, 66, 63, 64, 65, 66, 67, 68					
44	Henry W. Martin & Julie Mae Curtilh	87.07/72	8/28/72	8/28/72	ED - 500	138-01-00-003-000
45	Sarah Hollins & Henry W. Martin	71/10/72	7/10/72	ED - 389	138-01-00-003-000	
46	Ernestine Kabb & Henry W. Martin	71/10/72	7/10/72	ED - 103	138-01-00-003-000	
47	John Hem Martin	173/73	2/21/73	EF - 315	138-01-00-003-000	
	Mary D. Martin, John Z. Martin, Beatrice Thacker, Abraham Martin, Jr. Edna Christian & Mayme M. King					
57	Arthur Kennedy	11/27/73	12/28/73	EF - 435	138-01-00-003-000	
60	Tommy Lee Pearson	11/31/74	9/19/75	EQ - 207	138-01-00-003-000	
63	Ozell Cook	79/17/73	8/7/73	EH - 494	138-01-00-003-000	
64	Lee Irwin Richard	87/170	5/7/73	EI - 154	138-01-00-003-000	
65	G.A.C. Term Wood Acceptance Corporation	2/5/73	7/28/73	EH - 385	138-01-00-003-000	
66	Roosevelt Stark	2/5/73	7/28/73	EF - 164	138-01-00-003-000	
72	Booker T. Martin	4/30/76	4/25/76	ER - 787	138-01-00-003-000	
88	Henry L. Barr (to Barr Sheah Power Co.) Henry L. Barr, K. G. Kille, K. V. Kille, K. Y. Poyman, J. H. Yarbrough, K. Y. Wood, K. Y. Coleman & J. F. Yarbrough	202.79	2/7/85	AU - 638	138-01-00-003-000	
89 *	Booker T. Martin	448.51	8/20/73	8/20/73	EI - 52	175-00-01-004-000
86	Booker T. Martin	118.23	5/4/73	5/9/73	EG - 530	138-01-00-003-000
McMeekin	J. C. McMeekin, Jr.	153.13	10/7/58	10/7/58	CU - 37	192-00-00-006-000
Patx *	C. B. Parr	18.00	8/26/58	8/26/58	CT - 461	192-00-00-006-000
Yarbrough *	J. F. Yarbrough, Estab. - Henry A. H. Yarbrough, J. H. Yarbrough & Madison Yarbrough J. F. Yarbrough, Jr. H. Yarbrough, Mery Louise Yarbrough, Lawrence H. Yarbrough, Grady Alexander Yarbrough, Lotte Y. Proiman, Kettle Y. Coleman & Yarbrough - Basine Y. Wood	74.28	4/3/58	3/9/58	CT - 534	175-00-01-004-000
Wood *	Basine Y. Wood & Kettle Y. Wood	26.63	5/25/91	6/6/91	GS - 201	192-00-00-001-000
IP *	Blair Sky Properties, LLC (International Paper)	154.30	2/3/04	12/13/04	807 - 98	192-00-00-002-000
	TOTAL ACREAGE	2,010.69				

NOTE: * All acreages are determined by GIS unless noted by **. These (**) are the actual deeded acreage.

Legend

-  NND_County_Parcels2
-  NND_PBL
-  Purchased_Tracts

1 inch equals 750 feet

Richland County Council Request of Action

Subject

Ordinance Authorizing pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee-in-lieu of tax agreement, by and between Richland County, South Carolina, and Verizon Wireless, as sponsor, and one or more sponsor affiliates, to provide for a fee-in-lieu of ad valorem taxes incentive, including the grant of an infrastructure credit; and other related matters **[FIRST READING] [PAGES 133-162]**

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

**AUTHORIZING PURSUANT TO CHAPTER 44 OF TITLE 12,
SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED,
THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF TAX
AGREEMENT, BY AND BETWEEN RICHLAND COUNTY,
SOUTH CAROLINA, AND VERIZON WIRELESS, AS SPONSOR,
AND ONE OR MORE SPONSOR AFFILIATES, TO PROVIDE
FOR A FEE-IN-LIEU OF *AD VALOREM* TAXES INCENTIVE,
INCLUDING THE GRANT OF AN INFRASTRUCTURE CREDIT;
AND OTHER RELATED MATTERS.**

WHEREAS, Richland County (“County”), a public body corporate and politic under the laws of the State of South Carolina desires to enter into a Fee Agreement (defined below) with Cellco Partners d/b/a Verizon Wireless (“Company”), as sponsor, and, if applicable, one or more sponsor affiliates (each, “Sponsor Affiliate”), to provide for payments of fees-in-lieu of *ad valorem* taxes (“FILOT” Payments”) for a project qualifying under the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (“Act”);

WHEREAS, as recited in the Memorandum of Understanding dated December 15, 2009 (“MOU”) between the County and the Company, the County and the Company desire to enter into a Fee Agreement (as defined in the Act), concerning the establishment of a facility in the County, which will consist of certain land, plant and buildings, and other improvements and machinery, apparatuses, equipment, and other personal property for the purpose of providing customer support and related activities (all of which constitute a project under the Act, collectively, “Project”);

WHEREAS, the Project is expected to provide significant economic benefits to the County and surrounding areas;

WHEREAS, to induce the Company to locate the Project in the County, the County has agreed to charge FILOT Payments with respect to the Project and otherwise make available to the Company the benefits intended by the Act;

WHEREAS, the County has, by an Inducement Resolution adopted, on December 1, 2009 (“Resolution”), taken official action to identify the Project and approve the MOU for purposes of applicable fee-in-lieu of taxes statutes and otherwise;

WHEREAS, Richland County Council (“County Council”) has caused to be prepared and presented to this meeting the form of a Fee Agreement between the County and the Company, a copy of which is attached as Exhibit A;

WHEREAS, as further inducement to the Company, the County has agreed to include the Project in one or more multi-county business or industrial parks as provided for by Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended, and Article VIII, Section 13 of the Constitution of the State of South Carolina of 1895, as amended (collectively, “MCIP Law”);

WHEREAS, under the provisions of Sections 4-1-175 of the Code of Laws of South Carolina, 1976, as amended, and Section 12-44-70 of the Act (collectively, “Infrastructure Law”), the Act and the MCIP

Law, the County is authorized to use revenues received from the FILOT Payments for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the Project;

WHEREAS, the Company has requested the County to use a portion of the FILOT Payments for the purpose of defraying the costs of designing, acquiring, constructing, improving or expanding the infrastructure serving the Project (collectively, "Infrastructure"); and

WHEREAS, the County Council, based on information provided by the Company, having found that the Infrastructure will serve the County and, as a direct result of the Infrastructure's acquisition, assist the County in its economic development efforts by inducing the Company to locate the Project in the County, proposes to provide an Annual Special Source Revenue Credit (as defined in the Fee Agreement) against the FILOT Payments.

THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, ORDAINS:

Section 1. Pursuant to the Act, particularly Section 12-44-40(H) and (I), based on information provided by the Company, the County Council makes the following findings:

- (a) The Project constitutes a "project" as that term is referred to and defined in Section 12-44-30 of the Act;
- (b) It is anticipated that the Project will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally;
- (c) The purposes to be accomplished by the Project are proper governmental and public purposes;
- (d) It is anticipated that the cost of planning, designing, constructing and expanding the Project will require expenditures of not less than \$40 million;
- (e) The benefits of the Project to the public are greater than the costs to the public;
- (f) Neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against its general credit or taxing power; and
- (g) Having evaluated the purposes to be accomplished by the Project as proper governmental and public purposes, the anticipated dollar amount and nature of the investment to be made, and the anticipated costs and benefits to the County, the County has determined that the Project is properly classified as economic development property.

Section 2. The form and terms of the Fee Agreement, as Exhibit A, that is before this meeting is approved and all of the Fee Agreement's terms are incorporated in this Ordinance by reference as if the Fee Agreement was set out in this Ordinance in its entirety.

Section 3. Pursuant to Section 12-44-130 of the Act, the Company may request the addition of one or more Sponsor Affiliates to the Fee Agreement. Following each request, if the proposed Sponsor Affiliate agrees to be bound by the Fee Agreement, then following approval of the proposed Sponsor Affiliate by subsequent County Council resolution, the proposed Sponsor Affiliate shall be eligible for the benefits under, and become a party to, the Fee Agreement.

Section 4. The consummation of all transactions contemplated by the Fee Agreement is approved.

Section 5. The Chairman of the County Council is authorized and directed to execute the Fee Agreement, reflecting the terms of this Ordinance with other terms that are typical for these types of transactions in the County, subject to the approval of any revisions, which are not materially adverse to the County, by the County Administrator and the County Attorney, and the Clerk of the County Council is authorized and directed to attest the Fee Agreement; and the County Administrator is further authorized and directed to deliver the Agreement to the Company.

Section 6. The County Administrator (and his designated appointees) is authorized and directed, in the name of and on behalf of the County, to take whatever further actions and execute whatever further documents as the County Administrator (and his designated appointees) deems to be reasonably necessary and prudent to effect the intent of this Ordinance.

Section 7. 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 8. 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 9. This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Paul Livingston, Chairman of County Council
Richland County, South Carolina

(SEAL)
ATTEST:

Michielle Cannon-Finch, Clerk to County Council
Richland County, South Carolina

READINGS:

First Reading: July 20, 2010
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A

FORM OF FEE AGREEMENT

FEE AGREEMENT

BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA

AND

DATED AS OF

DRAFT

FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of _____, 2010, by and between **RICHLAND COUNTY, SOUTH CAROLINA** (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council"), and _____ (the "Company" or "Sponsor").

WITNESSETH:

WHEREAS, to induce companies to locate in the State and to encourage companies now located in the State to expand their investments and thus make use of and employ workers and other resources of the State, the County is authorized by Title 12, Chapter 44 (the "Fee Act"), Code of Laws of South Carolina 1976, as amended, (the "Code"), and the County is further authorized by Title 4, Chapter 1 of the Code (the "Multi-County Park Act" or, as to Sections 4-1-175 of the Code and, by incorporation, Section 4-29-68 of the Code, the "Special Source Act") (such acts, together with the Fee Act, hereinafter collectively referred to as the "Act") to designate properties as part of a joint county industrial or business park (a "Multi-County Park") and to use all or a portion of the payments in lieu of taxes resulting from such designation to pay, or reimburse such companies for paying, the cost of infrastructure and improved or unimproved real estate used in the operation of a manufacturing enterprise ("Special Source Improvements"), all of which property serves the economic development of the County;

WHEREAS, pursuant to the Act, and based on factual representations by the Company to the County, the County finds that: (a) it is anticipated that the Project (as defined herein) will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally; (b) neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against their general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

WHEREAS, pursuant to a Resolution adopted on December 1, 2009 (the "Resolution"), the County agreed to make available to Company (under the Project name Pearl) benefits of certain programs, including a payment-in-lieu of taxes arrangement, in consideration of Company's agreement to invest in the County through the development, acquisition and installation of a facility to be located on Spears Creek Church Road, Columbia, South Carolina (the "Site") consisting of land, improvements, infrastructure, furnishings, fixtures and equipment for a national call and customer service center, all of which will constitute a project within the meaning of the Act (the "Project"); and

WHEREAS, pursuant to an Ordinance adopted on _____ (the “Ordinance”), the County Council authorized the County to enter into a Fee Agreement with the Company, which identifies the property comprising the Project as economic development property under the Act subject to the terms and conditions hereof, and to provide credits against the payments in lieu of taxes with respect to the Project to reimburse Company for payment of the costs of certain Special Source Improvements related to the Project.

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

ARTICLE I

RECAPITULATION AND DEFINITIONS

SECTION 1.1. Statutorily Required Recapitulation.

(a) Pursuant to Section 12-44-55(B), the County and the Company agree to waive the recapitulation requirements of Section 12-44-55, except as expressly provided in paragraph (b) below, to the extent that and so long as the company timely provides the County with copies of all filings required by the Act to be made by the company with regard to the Project. If the Company should be required to retroactively comply with the recapitulation requirements of Section 12-44-55, then the County agrees, to the extent permitted by law, to waive all penalties of the County for the Company’s noncompliance.

(b) **Recapitulation.**

1. Legal name of each party to this Fee Agreement:

Richland County, South Carolina

2. County and street address of the project and property to be subject to this Fee Agreement:

Richland County

Spears Creek Church Road
Columbia, South Carolina _____

3. Minimum investment agreed upon: \$40,000,000

4. Length and term of this Fee Agreement:

20 years

5. Assessment ratio applicable for each year of this Fee Agreement:
Project: 6%
6. Millage rate applicable for each year of this Fee Agreement:
Every year of the term: not more than 423 mils.
7. Schedule showing the amount of the fee and its calculation for each year of this Fee Agreement:
TBD
8. Schedule showing the amount to be distributed annually to each of The affected taxing entities:
Waived by the County and the Company
9.
 - (a) The Project is to be located in the multi-county park formed pursuant to Chapter 29 of title 4.
 - (b) Disposal of property subject to the Fee is allowed.
 - (c) Special source credits equal to ten (10) percent of the Company's total annual FILOT payments in each of the first ten (10) years of this Fee Agreement.
 - (d) Payment will not be modified using a net present value calculation.
 - (e) Replacement property provisions will apply.
10. Any other feature or aspect of this Fee Agreement which may affect the calculation of items (7) and (8) of this Recapitulation.
Waived by the County and the Company
11. Description of the effect upon the schedules in items (7) and (8) of this Recapitulation of any feature covered by items (9) and (10) not reflected in the schedules for items (7) and (8):
Waived by the County and the Company
12. Which party or parties to this Fee Agreement are responsible for updating any information contained in this Recapitulation:
Company as to items 1 and 2. County and company as to all other Items.

SECTIONS 1.2. Rules of construction; use of Defined Terms. Unless the context clearly indicates otherwise, in this Fee Agreement words and terms defined in Section 1.3 hereof are used with the meanings ascribed thereto. The definition of any document shall include any amendments or supplements to that document, unless the context clearly indicates otherwise.

SECTIONS 1.3. Definitions.

“Act” means, collectively Title 12, Chapter 44 of the Code, including the enhanced investment fee described therein, (the “Fee Act”) and Title 4, Chapter 1 of the code (the “Multi-County Park Act” or, as to Sections 4-1-175 of the Code and, by incorporation, Section 4-29-68 of the Code, the “Special Source Act”).

“Authorized Sponsor Representative” (1) shall in the case of the Company mean its President, one of its vice presidents, its general counsel, its treasurer or any assistant treasurer, its secretary or any assistant secretary or any person designated from time to time to act on behalf of the Company as evidenced by a written certificate or certificates furnished to the County signed by its President, one of its vice presidents, its general counsel, its treasurer or any assistant treasurer, its secretary or any assistant secretary and containing the specimen signature of each such person, and (2) shall in the case of American Fund mean one of its members or any person designated from time to time to act on behalf of American Fund as evidenced by a written certificate or certificates signed by one of its members furnished to the County and containing the specimen signature of each person. Such certificates may designate an alternate or alternates, and may designate different Authorized Sponsor Representatives to act for the Company or American Fund, as the case may be, with respect to different sections of this Fee Agreement.

“Chair” means the Chair of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Chair).

“Code” means Code of Laws of South Carolina 1976, as in effect on the date hereof as the same may be amended from time to time.

“Commencement Date” means the last day of the property tax year when Project property is first placed in service, except that this date must 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 Company have entered into this Fee Agreement.

“Company” or “Sponsor” means _____, a [Partnership] corporation duly organized under the laws of the State of Delaware and authorized to transact business in South Carolina, and its successors and assigns. The Company is a Sponsor under the meaning of the Fee Act.

“County Council” means the County Council of the County.

“County” means Richland County, South Carolina, and its successors and assigns.

“County Administrator” means the County Administrator for the County (or the person or persons authorized to perform the duties thereof in the absence of the County Administrator).

“Documents” means the Resolution, the Ordinance, the Multi-County Park Agreement, the Ordinances enacted by the County Council to create the Multi-County Park and to add the site to the Multi-County Park and this Fee Agreement.

“DOR” means the South Carolina Department of Revenue and any successor thereto.

“Equipment” means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other personal property located at the Site to the extent such property becomes a part of the Project under this Fee Agreement.

“Event of Default” shall mean any Event of Default specified in Section 9.1 of this Fee Agreement.

“Fee Agreement” means this Fee Agreement dated as of _____, by and between the County and the Company.

“Fee Term” shall mean the duration of this Fee Agreement with respect to the Project as specified in Section 5.6 hereof.

“Investment Period” shall mean the period beginning with the first day that economic development property for the Project is purchased or acquired and ending on the last day of 2016, provided that, if Company has invested or caused to be invested at least \$40,000,000 by the end of 2016, the Investment Period shall automatically be extended as provided in Section 3.2 hereof for the maximum investment period allowed by Section 12-44-30(13).

“Multi-County Park” means the joint county business and industrial park established pursuant to the Multi-County Park Agreement, and any multi-county industrial or business park which includes the Project.

“Multi-County Park Agreement” means that certain Agreement for Development for Joint County Business and Industrial Park between the County and _____ County, South Carolina dated as of _____, to add the Project, and as amended, supplemented, or replaced from time to time.

“Ordinance” means the Ordinance adopted by the county on _____, authorizing this Fee Agreement.

“Payments-in-Lieu-of-Taxes” means the payments to be made by the Company pursuant to Section 5.1 of this Fee Agreement.

“Project” shall mean: (i) land, buildings and other improvements at the Site, including water, sewage treatment and disposal facilities, air pollution control facilities, and all other machinery, apparatus, equipment, office facilities and furnishings which are considered necessary, suitable or useful by Company and (ii) any Replacement Property, all as measured in accordance with the provisions of Section 4.1 hereof.

“Replacement Property” means any property acquired or constructed after the Investment Period as replacement for any property theretofore forming a part of the Project and disposed of, or deemed disposed of, as provided in Section 5.5 hereof.

“Resolution” shall mean the Resolution of the County Council adopted on December 1, 2009, committing the County to enter into the Fee Agreement.

“Site” means sites in the County at which Project property is located, and which Company utilizes pursuant to any fee or leasehold interest or other access arrangement, which Site is further described in Exhibit A hereto. The term “Site” shall include future sites in the County, which shall be noted on schedules or supplements to Exhibit A; provided, that any requirement by the Company to provide such schedules or supplements with respect to future sites may be satisfied by Company’s identification of such future site on filings with DOR of forms SCDOR PT-300 or such comparable forms as DOR may provide in connection with projects subject to the Act.

“Special Source Credit” means the credits described in Section 5.2 hereof.

“Special Source Improvements” means, to the extent paid for by Company or used by Company pursuant to any lease, license or other access agreement, any infrastructure serving the economic development of the County and any improved and unimproved real property, buildings, structural components of buildings, fixtures or other real property improvements used in the operation of a manufacturing enterprise in order to enhance the economic development of the County, all as set forth in the Act. For purposes of this Agreement, Special Source Improvements shall be deemed to include without limitation all roadwork, water, sewer, drainage, power and utility facilities serving the Project, as well as any land comprising the Site, the buildings, fixtures and other real property improvements at the site, and any additions or improvements to any of the foregoing.

“State” means the State of South Carolina.

SECTION 1.4. *References to Code Sections.* References herein to titles, Chapters or Sections, except for references to Sections of this Fee Agreement or where the context clearly requires otherwise, refer to Section of the Code of Laws of south Carolina 1976, as amended.

ARTICLE II

LIMITATION OF LIABILITY; EXCEPTION FROM *AD VALOREM* TAXES

SECTION 2.1. *Limitation of Liability.* Any obligation which the county may incur for the payment of money as a result of the transactions described in the Documents shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers but shall be payable solely out of the funds received by it under the documents.

SECTION 2.2. *Exemption From Ad Valorem Taxes.* The County and the Company acknowledge that pursuant to the Act, upon execution of this Fee Agreement, no part of the Project will be subject to *ad valorem* property taxation in the State, and that this factor, among others, is the basis upon which the company has entered into this Fee Agreement.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 3.1. *Representations and Warranties of the County.* The County makes the following representations and warranties to the Company and covenants with the company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the Act to execute the Documents to which it is a party and to fulfill its obligations described in the Documents. By proper action, the County Council has duly authorized the execution and delivery of the Documents to which the County is a party and has taken all such action as it necessary to permit the County to enter into and fully perform the transactions required of it under the Documents.

(b) Neither the execution and delivery of the Documents, nor the consummation and performance of the transactions described in the Documents, violate, conflict with or will result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, law, rule, order or regulation to which the County is now a party or by which it is bound.

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened against or affecting the County, wherein an unfavorable decision, ruling or finding may or would materially adversely affect the County's obligations hereunder or the consummation of the transactions described in the Documents.

(d) None of the proceedings taken to authorize the execution, delivery and performance of such of the Documents as require execution, delivery and performance by the County has been repealed, revoked, amended or rescinded.

(e) All consents, authorizations and approvals required on the part of the county in connection with the execution, delivery and performance by the County of such of the Documents as require execution, delivery and performance by the County have been obtained and remain in full force and effect as of the date hereof or will be obtained.

(f) Based on factual representations of the Company, the Project constitutes a “project” within the meaning of the Act.

(g) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property, comprising the Project shall be considered economic development property under the Act.

(h) The Documents to which the County is a party are (or, when executed, will be) legal, valid and binding obligations of the County enforceable against the County under present law in accordance with their respective terms, except as such terms may be limited by laws affecting creditors’ rights generally.

SECTION 3.2. *Covenants by the County.* The County covenants with the company as follows:

(a) The County agrees to do all things deemed reasonably necessary as requested by the Company in writing in connection with the Project including but not limited to the execution, delivery and performance of its obligations in the Documents and in accordance with the Act, all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State.

(b) If investment in the Project aggregates at least \$40,000,000 on or before the last day of 2016, the County hereby pre-approves, consents to, and grants the Company the maximum extension of the Investment Period in accordance with and up to any limits now or hereafter permitted under Section 12-44-30 of the Act, for investments in excess of the statutory minimum(s).

SECTION 3.3. *Representations and Warranties of the Company.* The Company makes the following representations and warranties to the County:

(a) The Company is authorized to transact business in the State of South Carolina. The Company has full corporate power to execute the Documents to which it is a party and to fulfill its obligations described in the Documents and, by proper corporate action, has authorized the execution and delivery of the Documents to which it is a party.

(b) Neither the execution and delivery of the Documents to which the Company is a party, nor the consummation and performance of the transactions described in the Documents violate, or will, to its knowledge, conflict with or result in a material breach of any of the material, terms, conditions or provisions of any agreement, restriction, law, rule, order or regulation to which the company is now a party or by which it is bound.

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against the company wherein an unfavorable decision, ruling or finding would materially adversely affect the Company's obligations hereunder or the consummation of the transactions described in the Documents.

(d) All consents, authorizations and approvals required on the part of the Company in connection with the execution, delivery, and performance by the Company of the Documents and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained.

(e) The Documents to which the Company is a party are (or, when executed, will be) legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

ARTICLE IV

COMMENCEMENT AND COMPLETION OF THE PROJECT AND SPECIAL SOURCE IMPROVEMENTS

SECTION 4.1. *The Project.* Company has acquired and/or installed or made plans for the acquisition and/or installation of certain machinery, equipment and other real and personal property which comprise the Project. The parties agree that Project property shall consist of such property as may be identified by Company or other entities leasing or licensing such property to Company in connection with annual filings with the DOR of an SCDOR PT-300 or comparable property tax or fee in lieu of tax forms, and with such schedules as the DOR may provide in connection with projects subject to the Act (as such filing may be amended or supplemented from time to time) for each year within the Investment Period and, with respect to Replacement Property each year thereafter during the term of this Fee Agreement.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be economic development property as defined under the Act, so long as such property meets the requirements of the Act.

Notwithstanding any other provision of this Fee Agreement, the Company may place property into service at any time under this Fee Agreement, but such property will

only qualify as economic development property under the Act if it is placed in service during the Investment Period, including any extension period, or is Replacement Property.

All investment in the Project by the Company and any of its affiliates or subsidiaries and by any third party to the extent that the Company or any of its affiliates or subsidiaries utilizes the assets funded by such third party pursuant to lease or other access arrangement shall count toward any investment requirement specified in this Fee Agreement and shall be entitled to the benefits of the Payment-in-Lieu-of-Tax arrangements specified in Section 5.1 hereof.

SECTION 4.2. *Diligent Completion.* The Company agrees to use reasonable efforts to cause the acquisition and installation of the Project to be completed; however, notwithstanding anything contained in this Fee Agreement to the contrary, the Company shall not be obligated to complete the acquisition and/or installation of the Project and may terminate this Fee Agreement with respect to all or a portion of the Project as set forth in Article X herein.

SECTION 4.3. *Modifications to Project.* The Company may make or cause to be made from time to time any additions, modifications or improvements to the Project that it may deem desirable for its business purposes.

SECTION 4.4. *Special Source Improvements.* The Company agrees to provide or cause to be provided funding for the Special Source Improvements related to the establishment of the Project.

SECTION 4.5. *Reports, Filings.* The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of DOR, to be filed with the County Auditor, the County Assessor and DOR within thirty (30) days after the date of execution and delivery hereof. In addition, the Company shall provide the County Auditor, County Attorney and County Economic Development Director, with a copy of all annual filings made by the Company to DOR pursuant to this Fee Agreement and the Act. At the time of such annual filings, the Company shall also advise the County's Economic Development Manager of its plans for future investment and job creation, provided, however, that the County's Economic Development Manager shall preserve the confidentiality of such information absent written agreement from the Company for the release thereof.

ARTICLE V

PAYMENTS-IN-LIEU-OF TAXES; SPECIAL SOURCE CREDITS

SECTION 5.1 *Payments-in-Lieu-of-Taxes.* The parties acknowledge that under Article X, Section 3 of the South Carolina Constitution, the Project is exempt from *ad valorem* property taxes. However, the Company shall be required to make the Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section 5.1. In

accordance with the Act, and unless this Fee Agreement is sooner terminated, the Company shall make or cause to be made annual Payments-in-Lieu-of-Taxes with respect to the Project, said payments being due and payable at the times and places, and in the same manner and subject to the same penalty assessments as prescribed by the County or DOR for *ad valorem* taxes. Such amounts shall be calculated and payable as follows:

(a) Except as provided below, the Company has agreed to make or cause to be made annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to the property taxes that would be due with respect to such property, if it were taxable, but using (i) an assessment ratio of 6.0% for all real and personal property; (ii) a millage rate of 423, which is lower of: (A) the legally levied cumulative property tax millage rate applicable to the Site on June 30 of the year preceding the calendar year in which this Fee Agreement is executed; or (B) the legally levied cumulative property tax millage rate applicable to the site on June 30 of the calendar year in which this Fee Agreement is executed; and (iii) a fair market value estimate determined by the DOR for real and personal property according to the Act.

(b) The Payments-in-Lieu-of-Taxes shall be made on the basis that the Project property, if it were otherwise subject to *ad valorem* taxes, would be allowed all applicable exemptions from those taxes, except for the exemptions allowed under Section 3(g) of Article X of the South Carolina Constitution and Section 12-37-220(B)(32) and (34) of the Code of Laws of South Carolina, as amended.

(c) The Company shall make Payments-in-Lieu-of-Taxes for each year during the term hereof beginning with the property tax year following the Project property is first placed in service. The Payments-in-Lieu-of-Taxes shall be made to the County Treasurer on the due dates which would otherwise be applicable for *ad valorem* property taxes for the Project, with the first payment being due on the first date following the delivery of this Fee Agreement when, but for this Fee Agreement, such taxes would have been paid with respect to the Project.

(d) Any property placed in service as part of the Project during the Investment Period shall include in the calculation of Payments pursuant to paragraphs (a), (b) and (c), above for a period not exceeding 20 years following the year in which such property was placed in service, or the maximum period of years now or hereafter allowed by law, whichever is longer.

SECTION 5.2 *Special Source Credits.*

(a) As reimbursement for Company's investment in Special Source Improvements related to the Project and subject to the requirements of the Act and Section 5.7 hereof. The County agrees that Company shall be entitled to Claim Special Source Credits against each of the first ten (10) annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to ten percent (10%) of each such annual Payments-in-Lieu-of-Taxes. In accordance with the Act, the Special Source Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source

Improvements funded in connection with the Project from time to time during the Investment Period by or on behalf of Company.

(b) Company shall claim such Special Source Credit by filing with the County Administrator and the County Auditor, at the time it makes its annual Payment-in-Lieu-of-Taxes, an annual Special Source certification showing the amount of aggregate investment in the Project and Special Source Improvements and the calculation of the Special Source Credits, substantially in the form of **Exhibit B** hereto. The amount of such annual Special Source Credit shall be paid by the County to or to the order of the Company within 45 days following receipt of all Payments-in-Lieu-of-Taxes then due and owing. THE SPECIAL SOURCE CREDITS AUTHORIZED HERE SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY, BUT SHALL BE AN OBLIGATION PAYABLE SOLELY FROM THE PAYMENTS-IN-LIEU-OF-TAXES RECEIVED BY THE COUNTY HEREUNDER WITH RESPECT TO THE PROJECT.

SECTION 5.3. Multi-County Park Designation. The County will designate the Project as part of a Multi-County Park pursuant to the Multi-County Park Act and will, to the extent permitted by law, use its best, reasonable efforts to maintain such designation on terms which provide any additional jobs tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks for all jobs created by the Company during the Investment Period and which facilitate the Special Source Credit arrangements set forth herein.

SECTION 5.4. Commensurate Benefits. The parties acknowledge the intent of this Fee Agreement, in part, is to afford Company the benefits specified in this Article V in consideration of Company's decision to locate the Project within the County and this Fee Agreement has been entered into in reliance upon the enactment of the Act and the County's compliance with the requirements thereof. In the event that a court of competent jurisdiction holds that the Act is unconstitutional or this Fee Agreement or the Multi-County Park Agreement are invalid or unenforceable in any material respect, the at the request of the Company, the County agrees to use its best efforts to extend to Company the intended benefits of this Fee Agreement and agrees, if requested, to enter into a Multi-County Industrial Park with a special source revenue credit which is commensurate to the benefits which would otherwise accrue under this agreement.

SECTION 5.5. Disposal of Property; Replacement Property.

(a) In any instance where the Company in its sole discretion determines that any item or items of property included in the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such item (or such portion thereof as the Company shall determine) or items and sell, trade in, exchange or otherwise dispose of it or them (as a whole or in part) without any responsibility or accountability to the County therefore. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty or by virtue of the exercise or threat of the power of condemnation or eminent domain shall be deemed to be a disposal of such property or portion thereof, pursuant to

this Section 5.5. Subject to the provisions of Section 5.7 with regard to maintenance of statutory minimum qualifying investment, and this Section 5.5 with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 5.1 hereof shall be reduced by the amount thereof applicable to any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section 5.5.

(b) Company may, in its sole discretion, replace, renew or acquire and/or install other property in substitution for, any or all property or portions thereof disposed of, or deemed disposed of, pursuant to Section 5.5(a) hereof to the fullest extent allowed by law. Any such property may, but need not, serve the same function, or be of the same utility or value, as the property being replaced.

SECTION 5.6. *Fee Term.* The applicable term of this Fee Agreement shall be measured from the last day of the property tax year in which the Project is placed in service in that Stage through the last day of the property tax year which is the nineteenth year following such year; provided, that the maximum term of this Fee Agreement shall not be more than 20 years from the end of the last year of the Investment Period. This Fee Agreement shall terminate with respect to the Project or part thereof upon the earlier to occur of (a) payment of the final installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1 hereof, or (b) exercise by the Company of its option to terminate pursuant to Section 10.0 hereof.

SECTION 5.7. *Failure to Achieve Minimum Investment Requirement or Act Minimum Investment Requirement.*

(a) In the event that Company fails to acquire or cause to be acquired Project property (without regard to depreciation) amounting to at least \$40,000,000 by the end of the Investment Period, but the level of investment exceeds the minimum capital investment required to qualify for the enhanced investment under Section 12-44-30(7), this Fee Agreement, including particularly Sections 5.1 and 5.2 hereof, shall remain in full force.

(b) If Company fails to acquire to cause to be acquired economic development property at a cost which exceeds the minimum capital investment required to qualify for the enhanced investment under Section 12-44-30(70), but the level of investment qualifies for standard Payments-in-Lieu-of-Taxes under the Act, the assessment ratio for calculation of the Payments-in-Lieu-of-Taxes shall equal 6%. In such event, the Company shall pay the County an additional amount equal to savings from the time the Payment-in-Lieu-of-Taxes was made to that point in time (that is, the difference between the fee amount paid by Company and the amount which would have otherwise been due in the case of an assessment ratio equal to 6%) by the date the Payments-in-Lieu-of-Taxes are due for the then current property tax year. If the aggregate investment in the Project at the end of the Investment Period is greater than \$15,000,000, but less than \$25,000,000, the Fee assessment ratio shall increase to 7% and the Special Source Credits shall be reduced prospectively to twenty-five percent (25%) of the annual Payment-in-Lieu-of-Taxes with respect to the Project. If the aggregate investment in the Project at

the end of the Investment Period is less than \$15,000,000, this Fee Agreement and the Special Source Credits shall be terminated prospectively.

(c) If Company fails to acquire or cause to be acquired economic development property at a cost which exceeds the minimum capital investment required to qualify for standard Payments-in-Lieu-of-Taxes under the Act, this Fee Agreement shall terminate as to such entities failing to meet the minimum investment level. In such event the Company shall pay the County an amount pursuant to the Act 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, 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 which would be afforded to Company in such a case, through and including the end of the Investment Period over (ii) the total amount of payments in lieu of *ad valorem* taxes made by Company with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be due pursuant to the foregoing sentence shall be subject to any interest as may be required by the Act.

(d) Notwithstanding anything herein to the contrary, including without limitation, the provisions of Section 9.2 hereof, the remedies stated in this Section 5.7 shall be the County's sole remedies for failure to meet any required investment level.

ARTICLE VI

PROPERTY TAX EXEMPTION AND ABATEMENT

SECTION 6.1. *Protection of the Tax Exempt Status of the Project.* In order to insure that the Project is not and will not become subject to *ad valorem* property taxes under the laws of the State of South Carolina or any political subdivision thereof, the County and the Company covenant that:

(a) All rights and privileges granted to either party under this Fee Agreement or any other Document shall be exercised so that if any conflict between this Section and any other provision in any document shall arise, then in that case, this Section shall control;

(b) The County and the Company have not knowingly committed or permitted and will not knowingly commit or permit (as to any act over which either has control) any act which would cause the Project to be subject to *ad valorem* property taxes by the County or political subdivision of the State of South Carolina in which any part of the Project is located; and

(c) The Company will maintain the identity of the Project as a "project" in accordance with the Act and this Fee Agreement.

ARTICLE VII

EFFECTIVE DATE

SECTION 7.1. *Effective Date.* This Fee Agreement shall become effective as of the date first written above.

ARTICLE VIII

SPECIAL COVENANTS

SECTION 8.1. *Confidentiality.* The County acknowledges and understands that Company may have and maintain at the Project certain confidential and proprietary information. The County agrees that, except as required by law, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information, or (ii) shall request or be entitled to inspect the Project or any property associates therewith, in either case, unless they shall comply with the remaining provisions of this Section, or (iii) shall knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to which it may become privy to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law and providing prompt notice thereof to the Company. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associates therewith, Company may require the execution, to the extent permitted by law, of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections. In the event that the County is required to disclose any confidential or proprietary information obtained from the Company to any third party, the County agrees to provide the Company with maximum possible advance notice of such requirement before making such disclosure, and to cooperate with any attempts by the Company to obtain judicial or other relief from such disclosure required.

SECTION 8.2. *Assignment and Leasing.* With the County's consent, which shall not be unreasonably withheld, any or all of the Company's interest in the Project and/or this Fee Agreement may be transferred or assigned by the Company or any assignee to any other entity; provided, however, that such consent is not required in connection with financing-related transfers or any other transfers not requiring the consent of the County under the Act. The County hereby expressly consents to any transfer or assignment by the Company of any or all of its interest in the Project and/or this Fee Agreement to any Company affiliates and to any transfer or assignment of any or all of such interest among such affiliates. Except as otherwise required by the Act or this Fee Agreement, a transaction or an event of sale, assignment, leasing, transfer of an interest herein, disposal, or replacement of all or part of the Project shall not be a termination of this Fee Agreement in whole or in part or a basis for changing the fee payments due under Section 12-44-50 of the Act. Notwithstanding any provision of this

Section to the contrary, if and to the extent that the future consent of the County is required in connection with a transfer, assignment or other action referenced in this Section, the County hereby expressly agrees that such approval may be provided by a letter or other writing executed by the Chair of County Council or the County Administrator, and each of these two officials are hereby expressly authorized to provide such consent on behalf of the County. If notwithstanding the foregoing sentence, the Company elects to obtain additional action by County Council indicating such consent, a resolution passed by County Council shall be sufficient to indicate such additional County Council consent.

SECTION 8.3. *Payment of Legal Expenses.* The Company will reimburse the County from time for the reasonable and necessary expenses, including reasonable attorney's fees at the hourly rates which are standard for the applicable legal services to the County, incurred by the County with respect to the Project and the negotiation, approval, and administration of this Fee Agreement within 45 days after receiving written notice from the County specifying the nature of such expenses and requesting the payment of the same. The total amount of reimbursable legal expenses shall not exceed \$10,000.00.

The County affirms that it will not charge the Company out-of-pocket expenses in connection with the administration of this Fee Agreement or any service fees in connection herewith.

SECTION 8.4. *Performance of Obligations by Related Entities.* The County hereby acknowledges and agrees that any payment or other obligation of the Company contained may be performed by any entity related to the Company or by any entity which provides portions of the Project to the Company or any entity related to the Company through lease, license or other arrangement, performance of such obligation by such other entities in accordance with the terms hereof shall satisfy such obligation and relieve the Company of such performance. Nothing herein shall be construed to release the Company of any of its obligations except to the extent of such payment or performance.

ARTICLE IX

EVENT OF DEFAULT AND REMEDIES

SECTION 9.1. *Events of Default Defined.* The occurrence of any one or more of the following events shall be an "Event of Default" under this Fee Agreement:

(a) If the Company shall fail to make or cause to be made any Payments-in-Lieu-of-Taxes or any other amount required under this Fee Agreement and such failure shall continue for 30 days after receiving written notice of default from the County; or

(b) If the Company shall fail to observe or perform any covenant, condition or agreement required herein to be observed or performed by the Company or the County (other than as referred to in Section 9.1(a) hereof) and such failure shall continue for a

period of 30 days after written notice of default has been given to the Company by the County or to the County by the Company; provided if by reason of “force majeure” as hereinafter defined the Company or the County is unable in whole or in part to carry out any such covenant, condition or agreement or if it takes longer than 30 days to cure such default and the Company or the County is diligently attempting to cure such default, there shall be no Event or Default during such inability. The term “force majeure” as used herein shall mean circumstances not reasonably within the control of the parties, such as without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; act of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections, riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods or energy; or

(c) If any material representation or warranty on the part of the Company made in the Documents, or in any report, certificate, financial or other statement furnished in connection with the Document or the transactions described in the Documents shall have been false or misleading in any material respect.

Anything herein to the contrary notwithstanding, failure to meet any investment requirements set forth herein shall not be deemed to be an Event of Default under this Fee Agreement, but may terminate certain benefits hereunder or obligate the Company to make certain additional payments to the County, all as set forth in Section 5.7 hereof.

SECTION 9.2. Remedies on Default. Whenever any Event of Default shall have happened and be subsisting the County may (i) terminate this Fee Agreement by providing at least 30 days written notice to the Company specifying the termination date, or (ii) take whatever action at law or in equity may appear legally required or necessary or desirable to collect the payments and other amounts then due or to enforce performance and observance of any obligation, agreement or covenant of the Company, under the Documents. Although the parties acknowledge that the Project is exempt from *ad valorem* property taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise the remedies provided by general law (Title 12, Chapter 49; Title 12, Chapter 51; or any other statutory provision for tax collection of property taxes (the “Tax Statute”) and the Act relating to the enforced collection of taxes. The County’s right to receive Payments-in-Lieu-of-Taxes shall have a first priority lien status pursuant to Section 12-44-90 of the Acts and Chapters 4 and 54 of Title 12 of Code of laws of South Carolina 1976, as amended. Notice of failure to make the required Payments-in-Lieu-of-Taxes made in accordance with the Tax Statute shall constitute notice for purposes of Section 9.1(a) hereof.

Each right, power, and remedy of the County or the Company provided for in this Fee Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Fee Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or the Company of any one or more of the

rights, powers or remedies provided for in the Fee Agreement nor or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or the Company of any or all such other rights, powers or remedies.

SECTION 9.3. *No Additional Waiver Implied by One Waiver.* In the event any warranty, covenant or agreement contained in this Fee Agreement should be breached by the Company or the County and thereafter waived by the other party to this Fee Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

ARTICLE X

OPTIONS OF THE COMPANY

SECTION 10.1. *Option to Terminate.* From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least 30 days notice, the Company may terminate this Fee Agreement with respect to the entire Project or portion thereof. Upon termination of all or part of this Fee Agreement, the Company will become liable for *ad valorem* property taxes on the Project or such portion thereof as is so terminated from inclusion in the Project, as well as for any amounts already due and owing under this Fee Agreement, which latter amounts, if any, shall be paid to the County with the next installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1, or, if the termination is of the entire Project, then within 120 days of termination.

SECTION 10.2. *Damage or Destruction of Project.*

(a) **Election to Terminate.** In the event the Project is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement.

(b) **Election to Rebuild.** In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company. Subject to the provisions of the Fee Act, all such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under the Fee Agreement.

(c) **Election to Remove.** In the event the Company elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

SECTION 10.3 *Condemnation*

(a) **Complete Taking.** If at any time during the Fee Term title to or temporary use of the entire Project should become vested in public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement as of the time of vesting of title 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 Project or a transfer in lieu thereof, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor; or (iii) to treat the portions of the Project so taken as Removed Components.

ARTICLE XI

MISCELLANEOUS

Section 11.1. *Notices.* All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by certified mail, return receipt requested, to the following addresses, unless the parties are subsequently noticed of any change of address in accordance with this Section 11.1:

As to the Company:

with a copy to:

and a copy to:

If to the County:

Richland County, South Carolina
Attention: County Administrator

and a copy (which shall not constitute notice) to:

and a copy (which shall not constitute notice) to:

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt and (2) by certified mail, three (3) business days after delivery to the U.S. Postal Authorities by the party serving notice.

SECTION 11.2. *Binding Effect.* This Fee Agreement shall inure to the benefit of and shall be binding upon the County and the Company and their respective successors and assigns.

SECTION 11.3. *Invalidity and Severability.* In the event that the Act or the Payments-in-Lieu-of-Taxes arrangement described in Section 5.1 hereof is determined to be invalid in its entirety, the parties hereby agree that except as the final judicial decision may otherwise require, the Company shall be entitled to retain any benefits received under or pursuant to this Fee Agreement; otherwise, in the event any provision of this Fee Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Fee Agreement, unless that decision destroys the basis for the transaction, in which event the parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company hereunder by either restructuring or reconstituting this Fee Agreement under any then applicable law, including but not limited to Chapter 29 of Title 4 and Chapter 12 of Title 4.

SECTION 11.4. *Payments due on Saturday, Sunday and Holidays.* Whenever any payment to be made hereunder shall be stated to be due on a Saturday, a Sunday or a holiday, such payment shall be made on the next business day.

SECTION 11.5. *Fiscal Year; Property Tax Year.* If the Company's fiscal year changes in the future so as to cause a change in the Company's property tax year, the timing of the requirements set forth in this Fee Agreement shall be revised accordingly,

except that Payments-in-Lieu-of-Taxes shall always be required to be made at the same time and subject to the same conditions, penalties, and enforcement, as with *ad valorem* taxes.

SECTION 11.6. *Amendments, Changes and Modifications.* Except as otherwise provided in this Fee Agreement, this Fee Agreement may not be amended, changed, modified, altered or terminated without the written consent of the County and the Company. To the maximum extent allowed by law, any such County consent, including specifically and without limitation any County consent referred to in this Fee Agreement, may, at the County's option, be provided by a resolution of County Council. The Chair of the County Council and the County Administrator are hereby expressly jointly authorized to evidence the County's consent by executing such documents as the Company may reasonably request.

SECTION 11.7. *Execution of Counterparts.* This Fee Agreement may be executed in several counterparts, only one of which shall be an original; provided, however, that any action may be brought upon any counterpart of this Fee Agreement or any counterpart of any document that is attached to this Fee Agreement as an exhibit.

SECTION 11.8. *Law Governing Construction of Agreement.* The laws of the State of South Carolina shall govern the construction of this Fee Agreement.

SECTION 11.9. *Headings.* The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

SECTION 11.10. *Further Assurance.* From time to time, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

SECTION 11.11. *Prior Agreements Cancelled.* This Fee Agreement and the other Documents shall completely and fully supersede all other prior arrangements, both written and oral, between the County and the Company relating to the Project. Neither the County nor the Company shall hereafter have any rights under such prior agreements but shall look solely to this Fee Agreement and the other Documents for definitions and the determination of all of their respective rights, liabilities, and responsibilities relating to the Project.

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA
and _____, each pursuant to due authority, have duly
executed this Fee Agreement, all as of the date first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

ATTEST:

Clerk to Richland County Council

[Name of Company]

By: _____

Name: _____

Its: _____

DRAFT

EXHIBIT B

CERTIFICATION OF INVESTMENT FOR SPECIAL SOURCE CREDITS

Reference is made to that certain Fee Agreement dated as of _____, 2010, (the "Agreement") between _____, a corporation organized and existing under the laws of the State of _____ (the "Company") and RICHLAND COUNTY, SOUTH CAROLINA (the "County"). Each capitalized term used herein and not otherwise defined herein shall have the same meaning ascribed to such term in the Agreement.

In accordance with Section 5.2 of the Agreement, the undersigned authorized officer of the Company certifies to the County as follows:

1. Pursuant to Section 4.1 of the Agreement, the Company has covenanted to establish the Project within the County prior to the end of the Investment period. The Investment Period expires on December 31, 2016, or if extended as provided in Section 3.2 of the Agreement, on December 31, 2016. To date, the Company has invested \$ _____ at the Project.
2. Pursuant to Section 5.2 of the Agreement, Company is entitled to claim Special Source Credits against each of the first ten (10) annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to ten percent (10%) of each annual Payment-in-Lieu-of-Taxes in order to reimburse Company for the costs of Special Source Improvements funded by or on behalf of Company.
3. Company has to date expended, or caused to be expended in the aggregate not less than \$ _____ upon Special Source Improvements ("Reimbursable Costs"), and Company has heretofore claimed an aggregate of \$ _____ in Special Source Credits ("Prior Credits"), leaving \$ _____ in funding for Special Source Improvements not heretofore reimbursed through Special Source credits ("Remaining Reimbursable Costs").
4. The property tax notice(s) for tax year _____ provided by the County Auditor with respect to the Project specifies that the Payments-in-Lieu-of-Taxes due with respect to the Project from Company and all entities leasing portions of the Project to Company or otherwise providing access to portions of the Project to Company on _____ total \$ _____.
5. Company is entitled to Special Source Credit calculated as follows:

Total FILOT Payments

X 10% Credit

= Potential Credit of

Less

(Excess, if any, of Potential Credit \$ _____ over
Remaining Reimbursable Costs of \$ _____)

= Allowable Credit of \$ _____

6. The Special Source Credits specified in this certificate for Property Tax Year _____, together with all Special Source Credits heretofore claimed pursuant to the Agreement, do not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded by Company and other entities investing in the Project.

7. The amount due to Company as an allowable Special Source Credit, is \$ _____. The Company hereby directs the County to pay such amount by check/wire transfer as follows:

IN WITNESS WHEREOF, I have executed this Certificate to be effective as of _____, 2010.

[Name of Company]

By: _____

Name: _____

Its: _____

Richland County Council Request of Action

Subject

Ordinance Authorizing Richland County, South Carolina to issue, from time to time or at one time, in one or more issues or series, its revenue bonds, in an aggregate principal amount not to exceed \$20,000,000 (the "Bonds"), the proceeds of which will be used to finance the acquisition, construction and renovation of certain property to be used in connection with the Eastover, South Carolina Mill of International Paper Company, consisting of capital improvements, including, but not limited to, any recovery zone property, pulp mill and power facilities, paper production facilities and related facilities, at the mill, pursuant to Section 4-29-10 EtSeq. of the 1976 Code of Laws of South Carolina, as amended; authorizing the execution and delivery of a contract of purchase providing for the issuance, sale and purchase of such bonds; and authorizing the issuance of the bonds and the execution of necessary documents and the taking of any other action necessary to be taken by Richland County, South Carolina to cause the issuance and sale of such bonds **[FIRST READING] [PAGES 164-170]**

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-10HR

AUTHORIZING RICHLAND COUNTY, SOUTH CAROLINA TO ISSUE, FROM TIME TO TIME OR AT ONE TIME, IN ONE OR MORE ISSUES OR SERIES, ITS REVENUE BONDS, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$20,000,000 (THE “BONDS”), THE PROCEEDS OF WHICH WILL BE USED TO FINANCE THE ACQUISITION, CONSTRUCTION AND RENOVATION OF CERTAIN PROPERTY TO BE USED IN CONNECTION WITH THE EASTOVER, SOUTH CAROLINA MILL OF INTERNATIONAL PAPER COMPANY, CONSISTING OF CAPITAL IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, ANY RECOVERY ZONE PROPERTY, PULP MILL AND POWER FACILITIES, PAPER PRODUCTION FACILITIES AND RELATED FACILITIES, AT THE MILL, PURSUANT TO SECTION 4-29-10 ET SEQ. OF THE 1976 CODE OF LAWS OF SOUTH CAROLINA, AS AMENDED; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTRACT OF PURCHASE PROVIDING FOR THE ISSUANCE, SALE AND PURCHASE OF SUCH BONDS; AND AUTHORIZING THE ISSUANCE OF THE BONDS AND THE EXECUTION OF NECESSARY DOCUMENTS AND THE TAKING OF ANY OTHER ACTION NECESSARY TO BE TAKEN BY RICHLAND COUNTY, SOUTH CAROLINA TO CAUSE THE ISSUANCE AND SALE OF SUCH BONDS.

WHEREAS, the County Council of Richland County, South Carolina (the “County Council”), the governing body of Richland County, South Carolina (the “County”), pursuant to Section 4-29-10 et seq. of the 1976 Code of Laws of South Carolina, as amended (the “Act”), did resolve, pursuant to an inducement resolution adopted by the County Council on May 4, 2010 (the “Inducement Resolution”), to submit its petition (the “Petition”) to the State Budget and Control Board of South Carolina (the “State Board”) seeking the approval of the State Board of an undertaking by the County to issue its revenue bonds in an aggregate principal amount not to exceed \$20,000,000 (the “Bonds”) pursuant to the Act, the proceeds of the sale of which will be applied to defray the costs of the acquisition, construction or renovation of property to be used in connection with the Eastover, South Carolina Mill (the “Mill”) of International Paper Company, a New York corporation (the “Company”), consisting of capital improvements, including, but not limited to, any recovery zone property, pulp mill and power facilities, paper production facilities and related facilities, at the Mill (the “Project”); and

WHEREAS, the Company has heretofore requested the County to (a) make the findings required by the Act, (b) subject to the approval by the State Board of the Petition and receipt by the County of appropriate evidence of such approval, authorize the issuance of the Bonds from time to time or at one time, in one or more issues or series, in the aggregate principal amount not to exceed \$20,000,000, such Bonds bearing interest at a fixed rate not in excess of twelve percent (12.00%) per annum or a fluctuating rate not in excess of twelve percent (12.00%) per annum and such Bonds maturing not later than forty (40) years from the date of issuance of the Bonds, (c) authorize the execution and delivery of all documents necessary to the consummation of the transaction described above containing substantially the terms as contained in those forms of documents presented to the County Council at or prior to the third reading of this Ordinance (the “Documents”), and (d) sell the Bonds pursuant to a Contract of Purchase (the “Contract”) to be entered among the County, the Company and an underwriter or underwriters as shall be designated by the Company, at a price not less than ninety-five (95) percent of the aggregate principal amount of the Bonds to which the Contract relates; and

WHEREAS, the County Council, pursuant to the Inducement Resolution, has determined to undertake the issuance of the Bonds and authorize the other actions herein described; and

WHEREAS, the County Council, in approving the submission to the State Board of the Petition required by the Act, did consider and make all of the findings required by the Act, and does now desire to confirm and restate such findings.

NOW, THEREFORE, BE IT FOUND, RESOLVED AND ORDAINED BY THE COUNTY COUNCIL ON BEHALF OF RICHLAND COUNTY, SOUTH CAROLINA:

1. The County Council hereby confirms and restates its findings as follows:

A. The Project will promote and subserve the purposes of the Act and benefit the general public welfare of the County by inducing the Company to upgrade its pulp mill and power facilities, paper production facilities and related facilities and any recovery zone property at the Mill, thereby aiding in the retention of employment in the County and the areas adjacent thereto, and may be reasonably expected to effect such results;

B. The Project will give rise to no pecuniary liability of the County, nor will there be any charge against the County's general credit or taxing powers by reason of the issuance of the Bonds or the financing of the Project;

C. The documents to be entered into with respect to the Bonds contain covenants obligating the Company to effect the completion of the Project if the proceeds of the Bonds prove insufficient, and further obligate the Company each year (a) to pay the principal of and the interest on the Bonds and (b) to pay the cost of maintaining the Project in good repair and the cost of keeping it properly insured. In view of the well established credit of the Company, there continues to be no need to establish and maintain any reserve funds in connection with the issuance of the Bonds;

D. The principal amount of Bonds required to finance the Project is estimated to be, and will not exceed, \$20,000,000; and

E. The principal and purchase price of, interest and premium, if any, on the Bonds shall be secured by a pledge of the revenues payable to the County pursuant to the Documents and neither the Bonds nor any interest thereon shall ever constitute an indebtedness of the County within the meaning of any State constitutional provision or

statutory limitation, nor shall the Bonds ever constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers.

2. The execution and delivery of the Documents presented to the County Council prior to the third reading of this Ordinance, in substantially the forms presented with such changes as the executing officers shall approve (their execution to be conclusive evidence of such approval) on behalf of the Issuer, are hereby authorized and directed. The Documents shall be executed and delivered on behalf of the County by the Chairman of the County Council and attested by the Clerk of the County Council or, in either of their absences, by such other officers as shall be permitted by rule of the County Council.

3. Upon the execution and delivery of the Documents, and subject further to the approval by the State Board of the Petition and the receipt by the County of appropriate evidence thereof, the Bonds in an aggregate principal amount not to exceed \$20,000,000 are hereby authorized to be issued, from time to time or at one time, in one or more issues or series, and the proceeds of the Bonds shall be used to finance the Project in the manner and according to the terms of the Documents. The Bonds shall be issued in one or more issues or series, each such issue or series designated alphabetically and by year (2010 Series A, 2010 Series B, etc.) and such Bonds shall be dated as of a particular day of the month in which such Bond is issued (or a prior month), which date shall be before December 31, 2010, and shall mature not later than forty (40) years from the date of issuance of such Bond, and bear interest at a fixed rate not in excess of twelve percent (12.00%) per annum or a fluctuating rate not in excess of twelve percent (12.00%) per annum, and shall be subject to redemption or purchase in lieu of redemption as provided in the Documents. The Bonds shall be in one or more forms as are

permitted by the Documents, and prior to delivery, shall be authenticated by a trustee as prescribed in the Documents.

4. The sale of the Bonds, upon the request of the Company to such underwriter or underwriters as shall be designated by the Company, for a price as specified by the Company of not less than ninety-five (95) percent of the aggregate principal amount of the Bonds to which the Contract relates, together with accrued interest to the date of issue of such Bonds, and otherwise in accordance with the Contract to be approved by the Company and submitted to the County, is hereby approved. The Chairman of the County Council and its Clerk or, in either of their absences, such other officers as shall be permitted by rule of the County Council, are hereby authorized to execute and deliver the Contract and are fully authorized and empowered to take such further action, to cause the preparation and distribution of such appropriate marketing documents, including a preliminary official statement and an official statement, and to execute and deliver such closing documents all as may be necessary and proper to effect the marketing, sale, issuance and delivery of the Bonds in accordance with the terms and conditions of the Contract, and the action of such officers or any of them in executing and delivering any of such documents in such forms as the executing officer or officers shall approve is hereby authorized.

5. When received, the proceeds of the Bonds shall be paid directly to the trustee appointed in the Documents and thereafter disposed of by such trustee in accordance with the terms and provisions of the Documents and not otherwise.

6. The County Council hereby ratifies and confirms the Inducement Resolution except to the extent modified herein.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

12806584.1

DONE AND RATIFIED AT COLUMBIA, SOUTH CAROLINA this ____ day of _____, 2010.

RICHLAND COUNTY,
SOUTH CAROLINA

BY: _____
Paul Livingston
Chairman of County Council

ATTEST THIS THE ____ DAY
OF _____, 2010

Michielle R. Cannon-Finch
Clerk of County Council

First Reading: July 20, 2010
Second Reading: September 7, 2010
Public Hearing: September 21, 2010
Third Reading: September 21, 2010

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

I, the undersigned Clerk of County Council of Richland County, South Carolina, DO
HEREBY CERTIFY:

That the foregoing is a true, correct and verbatim copy of the Ordinance duly adopted by
the County Council on September 21, 2010, which copy has been compared by me with the
County record of such Ordinance, and that said copy is a true, complete and correct copy thereof;
and that the Ordinance therein contained has been duly adopted and has not been altered,
rescinded, amended, or repealed in any way and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of the County this
____ day of _____, 2010.

(SEAL)

Michielle R. Cannon-Finch
Clerk of County Council
Richland County, South Carolina

Richland County Council Request of Action

Subject

Resolution confirming the County's intent to use the County's American Recovery and Reinvestment Act of 2009 Bond-Cap Allocations; authorizing the County Administrator to make determinations with respect to appropriate projects, if any, eligible to use the cap; and other related matters **[PAGES 172-173]**

RESOLUTION

CONFIRMING THE COUNTY'S INTENT TO USE THE COUNTY'S AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 BOND-CAP ALLOCATIONS; AUTHORIZING THE COUNTY ADMINISTRATOR TO MAKE DETERMINATIONS WITH RESPECT TO APPROPRIATE PROJECTS, IF ANY, ELIGIBLE TO USE THE CAP; AND OTHER RELATED MATTERS.

WHEREAS, on February 17, 2009, the United States Congress enacted the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) ("ARRA") to promote economic recovery and job creation in the United States;

WHEREAS, the ARRA provides for alternate borrowing mechanisms for local governments and other eligible issuers, including, *e.g.*, Recovery Zone Economic Development Bonds and Recovery Zone Facility Bonds (collectively, "Recovery Bonds");

WHEREAS, for the Recovery Bonds, the United States Department of the Treasury ("Treasury Department") made volume cap allocations to each;

WHEREAS, South Carolina received an allocation of \$115,041,000 for Recovery Zone Economic Development Bonds and \$172,562,000 for Recovery Zone Facility Bonds;

WHEREAS, the Treasury Department suballocated South Carolina's volume cap to its counties and large municipalities (each, a "Local Government") and any volume cap that is not used by a Local Government may be waived and subsequently reallocated by the State;

WHEREAS, the County received a suballocation of \$1,469,000 for Recovery Zone Economic Development Bonds and a total of \$2,204,000 for Recovery Zone Facility Bonds (of which the County permitted the City of Columbia to use \$1,027,000 for the Mast General Store Project) leaving the County with a remainder of \$1,177,000;

WHEREAS, on June 23, 2010, the Governor signed (thus, making it law) the South Carolina Volume Cap Allocation Act, South Carolina Code Annotated sections 11-18-10, *et seq.* ("Act"), which allows the South Carolina Budget and Control Board ("Board") to reallocate to eligible issuers any volume cap suballocation that is waived or deemed waived (by its failure to timely use any such suballocation) by a Local Government;

WHEREAS, the deadline under the ARRA for issuing Recovery Bonds is December 31, 2010, because that is the date on which the volume cap allocation expires;

WHEREAS, any volume cap suballocation that is not being used by a Local Government must be reallocated as quickly as possible so that other eligible issuers in South Carolina may use the allocation;

WHEREAS, pursuant to the Act, the County has received notice from the Board that the Board intends to deem the County's remaining suballocations waived unless the Board receives a "Notice of Intent to Use Volume Cap Allocations," no later than August 7, 2010;

WHEREAS, the County Council now desires to express its intent to use the County's remaining suballocation of Recovery Bonds for eligible projects, to examine opportunities within the County to utilize

portions of the volume cap relinquished by other Local Governments and to provide the County Administrator with the authority to determine which projects, if any, would be “eligible projects,” for purposes of using the County’s remaining suballocation and whether the County should subsequently waive its right to use its remaining suballocation if there are no eligible projects and to execute the appropriate documents related to the same.

NOW, THEREFORE, BE IT RESOLVED by the Richland County Council:

Section 1. County’s Intent to Use ARRA Allocations. Subject to any confirming actions that may be required by law, the County confirms its intent to use the County’s remaining volume cap suballoaction for Recovery Bonds for eligible projects.

Section 2. County Administrator’s Authorization. The County Administrator is authorized to determine which projects, if any, would be “eligible projects,” for purposes of using the County’s remaining suballocation, to examine opportunities within the County to utilize portions of the volume cap relinquished by other Local Governments and whether the County should subsequently waive its right to use its remaining suballocation if there are no eligible projects.

Section 3. Additional Acts. The County Administrator (and his designated appointees) is authorized and directed, in the name of and on behalf of the County, to take whatever actions and execute whatever further documents, including documents in the form as provided by the South Carolina Budget and Control Board, as the County Administrator (and his designated appointees) deems to be reasonably necessary and prudent to effect the intent of this Resolution.

Section 4. Severability. If any part of this Resolution is unenforceable, the remainder is unaffected.

Section 5. General Repealer. Any resolution, order or other directive, the terms of which conflict with this Resolution, is, only to the extent of that conflict, repealed.

Section 5. Effective Date. This Resolution takes effect immediately after its adoption.

Adopted July 20, 2010.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

(SEAL)
Attest this _____ day of
_____, 2010

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY’S OFFICE

Approved As To LEGAL Form Only
No Opinion Rendered As To Content

Richland County Council Request of Action

Subject

Midlands Workforce Development Board-6 [Reginald Abraham, Leonard Cooper, Fredrick B. Davis, Sr., Yvonne H. Manley, Rosalind Miller and Joann Richardson] [**PAGES 175-181**]



MIDLANDS WORKFORCE DEVELOPMENT BOARD

Working Together for Tomorrow's Workforce

June 23, 2010

The Midlands Workforce Development Board is requesting that the County Council appoint new members to fill the following vacant seats.

1. The following individuals are submitted for your consideration to appointment to the Midlands Workforce Development Board for Richland County:

Ms. Joann Richardson, Wateree Community Action Agency for the Community Action Agency seat.

Mr. Leonard Cooper, International Brotherhood of Electrical Workers as the Labor seat.

Mr. Reginald Abraham, Mars Petcare as a private sector representative.

2. The following individuals are submitted for your consideration to appointment to the Midlands Workforce Development Board's Youth Council for Richland County:

Mr. Fredrick Davis Sr, Dynamic Educational System

Ms. Yvonne Manley, Columbia Housing Authority

Ms. Rosalind Miller, Retired from Office of Economic Opportunity

Thank you for your attention. If there are any questions please contact Ms. Bonnie Austin at 803 744 1670 ext 101 or by email at baustin@mwdb.org



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Name: Reginald Abraham

Home Address: 500 Silver Spoon Lane, Elgin, SC 29045

Office Address: 1720 Pineview Drive, Columbia, SC 29209

Job Title and Employer: Safety/Environmental Coordinator, Mars Petcare

Telephone: (home) 803-730-1351 (work) 803-695-3176

Educational Background: Bachelor Degree - Industrial Technology; Master- HR Development

Professional Background: 12 years Training, Quality, Operations and Safety

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Midlands Workforce Development Board

Reason for interest: Desire to serve Midlands area job seekers and businesses, through local workforce development.

Characteristics/Qualifications which would be an asset to Committee/Board/ Commission:
Strong experience, education and ties to the local business community will provide fresh perspectives to the Workforce Investment Board.

Presently serve on any County Board/Commission/Committee? No

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Applicant's Signature Reginald Abraham Date 6/2/10

One form must be submitted for each committee on which you wish to serve.



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Name: Leonard Cooper

Home Address: 3617 Ardincaple Drive, Apt G; Columbia, SC 29203

Office Address: 3617 Ardincaple Drive Apt G; Columbia, SC 29203

Job Title and Employer: Electrician; International Brotherhood of Electrical Workers (IBEW) 778

Telephone: (home)803-256-1214 (work) 803-361-5659

Educational Background: High School graduate

Professional Background: 26 Years service; electrician

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Midlands Workforce Development Board

Reason for interest: Desire to serve the Midlands community in workforce development and training

Characteristics/Qualifications which would be an asset to Committee/Board/ Commission:
Experience and involvement with organized labor will bring additional dimensions and perspective to Midlands WIA board.

Presently serve on any County Board/Commission/Committee? No

Any other information you wish to give? N/A

Recommended by Council Member(s): _____

Applicant's Signature Leonard Cooper Date 5/10/10

One form must be submitted for each committee on which you wish to serve.



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Name: Joann Richardson

Home Address: 1537 Crossing Creek Road, Eastover, SC 29044

Office Address: 3220 Two Notch Road (DSS Building), Columbia, SC 29202

Job Title and Employer: Richland County Coordinator, Wateree Community Action

Telephone: (home) 803-695-0709 (work) 803-786-4250 ext. 103

Educational Background: 2 Year college - Midland Tec

Professional Background: Richland County Coordinator - Wateree Community Action (11 yrs)

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Midlands Workforce Development Board

Reason for interest: Desire to serve the Midlands community in workforce development and training

Characteristics/Qualifications which would be an asset to Committee/Board/ Commission: Experience and involvement with community empowerment and economic enhancement through work at Wateree Community Action and service on the Cooperative Ministries Board

Presently serve on any County Board/Commission/Committee? Cooperative Ministries Board

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Applicant's Signature

Joann Richardson

Date 4/21/10

One form must be submitted for each committee on which you wish to serve.



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Name: Fredrick B. Davis Sr.

Home Address: 712 Torwood Dr, Columbia, S.C. 29203

Office Address: 1518 Pickens St. Columbia, S.C. 29201

Job Title and Employer: State Project Director/ Dynamic Educational Systems Inc.

Telephone: (803)606-0588 (803)256-9675 ext. 302

Educational Background: Technical training from various Tech Colleges

Professional Background: Working for job corps for the last 12 yrs.

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Midlands Workforce Development Board Youth Council

Reason for interest: To help better our youth for the future job markey

Characteristics/Qualifications which would be an asset to Committee/Board/ Commission:
My time spent working with youth while working in the Job Corps.

Presently serve on any County Board/Commission/Committee? No, I just moved here 6 months ago.

Any other information you wish to give? I have been dedicated to working with youth for the past 20 yrs. It is a passion of mine to help get them ready for the future job market.

Recommended by Council Member(s): _____

Applicant's Signature Fredrick B. Davis Sr.

Date 4/20/10
Item# 22



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Name: Yvonne H. Munley

Home Address: 5914 Wescott Road

Office Address: 1917 Harden Street

Job Title and Employer: Dir. of Occupancy - Columbia Housing Auth

Telephone: (home) 803-732-7959 (work) 803-254-3886 x221

Educational Background: _____

Professional Background: 33 years Public Housing Mgmt. Cert. Public Housing Mgr. & Cert. Housing Specialist

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Midlands Workforce Development Board Youth Council

Reason for interest: would like to impact the future of our youth in a meaningful and lasting way.

Characteristics/Qualifications which would be an asset to Committee/Board/ Commission: Work experience and constant exposure to under-privileged, and often misguided

Presently serve on any County Board/Commission/Committee? No

Currently serve on advisory board of South Carolina Housing Search.

Any other information you wish to give? Have genuine interest in our youth and have been effective in influencing youth in a positive way.

Recommended by Council Member(s): _____

Applicant's Signature Yvonne H. Munley

Date 4/23/10
Item# 22

One form must be submitted for each committee on which you wish to serve.



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Name: Rosalind Miller

Home Address: 320 Bradbury Dr. - Columbia, S.C. 29203

Office Address: N/A

Job Title and Employer: Retired

Telephone: (home) 803-786-8540 (work) N/A

Educational Background: _____

Professional Background: Columbia DED, S.C. House Of Representatives, Foster Care

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Midlands Workforce Development Board Youth Council ✓

Reason for interest: To engage young minds, makes a difference.

Characteristics/Qualifications which would be an asset to Committee/Board/ Commission: Training Director with DED, for the unemployed & underemployed and my total involvement with the Foster Care Program for more than 15 years.
Presently serve on any County Board/Commission/Committee? Not at this time.

Any other information you wish to give? NO

Recommended by Council Member(s): _____

Applicant's Signature Rosalind Miller

Date 4/26/10

Richland County Council Request of Action

Subject

Cultural Council Appointment

Richland County Council Request of Action

Subject

Bonding attorneys are to limit their presentations to answering the question asked and only providing the facts of a specific bond. They are not to provide support for or forecast possible future need for the item the bond is being sought. No personal opinion or interjection is to be given [MALINOWSKI]

Richland County Council Request of Action

Subject

Financial System Access for Council members [WASHINGTON] [**PAGE 185**]

DRAFT

Guidelines for Council use of the IFAS Program:

Provide “Read Only” and individual council account access to IFAS software for council members.

The IFAS Software will allow council members to perform the following types of budget analysis:

- Analyses current or prior-year budget
- Review actual expenditure information
- Track revenue information
- Run “what if” scenarios using the budget module
- Review at individually budgeted items
- Create trend analysis from current and prior year actuals.
- Print or download budget preparation documents
- Track budgets thought-out the current year

Richland County Council Request of Action

Subject

Tiered Health Insurance [MANNING] [PAGES 187-191]

Estimated Maximum Employee Potential Cost Health Plan Comparison (BCBS Option 1 vs Income Range Tier)

Income Range Tier	Current Annual Rate	Option 1 OOP Max	Option 1 Ded	Option 1 Office Visit	Option 1 CoIns	Option 1 RX CoPay	Option 1 Premium	Tiered OOP Max	Tiered Ded	Tiered Office Visit	Tiered CoIns	Tiered RX CoPay	Tiered Premium	Number of employees in Tier	Cost Option 1	Cost Tiered Plan	Difference Max Total Paid by Employee
<30K																	
Employee	371.52	\$2,000	\$350	\$20 \$35	80%	10/35/55	381.18	\$1,500	\$250	\$15 \$15	90%	10/30/50	419.29	359	\$2,745	\$2,040	\$705
EE/Child	556.2	\$2,000	\$350	\$20 \$35	80%	10/35/55	570.66	\$1,500	\$250	\$15 \$15	90%	10/30/50	627.73	85	\$5,095	\$3,790	\$1,305
EE/Spouse	826.2	\$2,000	\$350	\$20 \$35	80%	10/35/55	847.68	\$1,500	\$250	\$15 \$15	90%	10/30/50	932.45	24	\$5,095	\$3,790	\$1,305
EE/Family	995.76	\$2,000	\$350	\$20 \$35	80%	10/35/55	1021.65	\$1,500	\$250	\$15 \$15	90%	10/30/50	1123.81	21	\$5,095	\$3,790	\$1,305

Income Range Tier	Current Annual Rate	Option 1 OOP Max	Option 1 Ded	Option 1 Office Visit	Option 1 CoIns	Option 1 RX CoPay	Option 1 Premium	Tiered OOP Max	Tiered Ded	Tiered Office Visit	Tiered CoIns	Tiered RX CoPay	Tiered Premium	Number of employees in Tier	Cost Option 1	Cost Tiered Plan	Difference Max Total Paid by Employee
30K-40K																	
Employee	371.52	\$2,000	\$350	\$20 \$35	80%	10/35/55	381.18	\$2,000	\$350	\$20 \$35	80%	10/35/55	381.18	368	\$2,745	\$2,745	\$0
EE/Child	556.2	\$2,000	\$350	\$20 \$35	80%	10/35/55	570.66	\$2,000	\$350	\$20 \$35	80%	10/35/55	570.66	145	\$5,095	\$5,095	\$0
EE/Spouse	826.2	\$2,000	\$350	\$20 \$35	80%	10/35/55	847.68	\$2,000	\$350	\$20 \$35	80%	10/35/55	847.68	33	\$5,095	\$5,095	\$0
EE/Family	995.76	\$2,000	\$350	\$20 \$35	80%	10/35/55	1021.65	\$2,000	\$350	\$20 \$35	80%	10/35/55	1021.65	61	\$5,095	\$5,095	\$0

Assumptions:

- Estimates based on annual projections
- Option 1 - Plan design included in budget
- Tiered Plan - Benefits will change based on employee's RC income
- Tiered Plan will not be applicable for retirees
- Each EE uses at least \$7,000 in medical care
- OY, Deductible, and MOP for Income Range Tier Plan as outlined in attachment
- **See General Notes on Summary Page**

Assumes a 14% increase for next year

- OVs and Deductible do not apply to Maximum Out of Pocket (MOP)
- Expenses are all in-network
- 8 Total Office Visits / 3 Specialists
- 7 RX (3 generic, 3 preferred, 1 non-preferred)
- OOP Max and Deductible double for all coverages except employee only
- Cost each employee will pay is unpredictable based on utilization, employees in higher income
- Income range could actually pay less than employees in lower tier if they did not utilize the plan

Estimated Maximum Employee Potential Cost Health Plan Comparison (BCBS Option 1 vs Income Range Tier)

Income Range Tier	Current Annual Rate	Option 1 OOP Max	Option 1 Ded	Option 1 Office Visit	Option 1 CoIns	Option 1 RX CoPay	Option 1 Premium	Tiered OOP Max	Tiered Ded	Tiered Office Visit	Tiered CoIns	Tiered RX CoPay	Tiered Premium	Number of employees in Tier	Cost Option 1	Cost Tiered Plan	Difference Max Total Paid by Employee
41K-80K																	
Employee	371.52	\$2,000	\$350	\$20 \$35	80%	10/35/55	381.18	\$2,500	\$500	\$25 \$50	80%	10/35/55	367.27	260	\$2,745	\$3,465	(\$720)
EE/Child	556.2	\$2,000	\$350	\$20 \$35	80%	10/35/55	570.66	\$2,500	\$500	\$25 \$50	80%	10/35/55	549.83	134	\$5,095	\$6,465	(\$1,370)
EE/Spouse	826.2	\$2,000	\$350	\$20 \$35	80%	10/35/55	847.68	\$2,500	\$500	\$25 \$50	80%	10/35/55	816.74	35	\$5,095	\$6,465	(\$1,370)
EE/Family	995.76	\$2,000	\$350	\$20 \$35	80%	10/35/55	1021.65	\$2,500	\$500	\$25 \$50	80%	10/35/55	1021.65	61	\$5,095	\$6,465	(\$1,370)

EE/Family	995.76	\$35	1021.65	\$50	984.36	63										
Income Range Tier >80K	Current Annual Rate	Option 1 OOP Max	Option 1 Ded	Option 1 Office Visit	Option 1 CoIns	Option 1 RX CoPay	Option 1 Premium	Tiered OOP Max	Tiered Ded	Tiered Office Visit	Tiered CoIns	Tiered RX CoPay	Tiered Premium	Number of employees in Tier	Cost Tiered Plan	Difference Max Total Paid by Employee
Employee	371.52	\$2,000	\$350	\$20	80%	10/35/55	381.18	\$3,000	\$750	\$25	80%	10/35/55	\$56.79	5	\$4,160	(\$1,415)
EE/Child	556.2	\$2,000	\$350	\$20	80%	10/35/55	570.66	\$3,000	\$750	\$25	80%	10/35/55	\$34.14	7	\$7,965	(\$2,870)
EE/Spouse	826.2	\$2,000	\$350	\$20	80%	10/35/55	847.68	\$3,000	\$750	\$25	80%	10/35/55	\$34.44	5	\$7,965	(\$2,870)
EE/Family	995.76	\$2,000	\$350	\$20	80%	10/35/55	1021.65	\$3,000	\$750	\$25	80%	10/35/55	\$56.29	9	\$7,965	(\$2,870)

Assumptions:

- Estimates based on annual projections
- Option 1 - Plan design included in budget
- Tiered Plan - Benefits will change based on employee's RC income
- Tiered Plan will not be applicable for retirees
- Each EE uses at least \$7,000 in medical care
- OV, Deductible, and MOP for Income Range Tier Plan as outlined in attachment
- **See General Notes on Summary Page**

Assumes a 14% increase for next year

- OV's and Deductible do not apply to Maximum Out of Pocket (MOP)
- Expenses are all in-network
- 8 Total Office Visits / 3 Specialists
- 7 RX (3 generic, 3 preferred, 1 non-preferred)
- OOP Max and Deductible double for all coverages except employee only
- Cost each employee will pay is unpredictable based on utilization, employees in higher income
- Income range could actually pay less than employees in lower tier if they did not utilize the plan

Estimated Maximum Employee Potential Cost Health Plan Comparison (BCBS Option 1 vs Income Range Tier)

General Notes:

***RC health plan could lose "grandfathered" status under the Health Care Reform law by changing from our current Health Insurance Plan design to either Option 1 or the Tiered Income Range Plan**

***Neither Option 1 nor the Tiered Income Range plan will reduce the overall total cost of health care**

***Option 1 and the Tiered Income Range plan shift approximately \$800,000 in annual out-of-pocket costs from RC to employees compared to current plan design**

***RC employees currently pay approximately \$1,500,000 annually in out-of-pocket cost plus about 30% of premiums for their dependent coverage, if elected.**

***Under the tiered plan, if employees continue to pay the same percentage for dependent premiums that they currently pay, employees in the <30K pay range would pay approximately \$50 per month more for family coverage**

***Premiums for Option 1 and Tiered Income Ranges provided by BCBS**

***Plan design for Tiered Income Range four plans modeled by BCBS**

***Option 1 plan design included in budget proposed by County Administrator**

**Summary of Estimated Maximum Employee Potential Cost Health Plan Comparison
June 2010**

Income Range Tier <30K	Number of Employees in Tier	Max Cost Option 1	Max Cost Tiered Plan	EE Cost Diff Between Option 1 and Tiered
Employee	359	\$2,745	\$2,040	\$705
EE Spouse/ Family/Child	130	\$5,095	\$3,790	\$1,305

Income Range Tier 30K-40K	Number of Employees in Tier	Max Cost Option 1	Max Cost Tiered Plan	Diff Between Option 1 and Tiered
Employee	368	\$2,745	\$2,745	\$0
EE Spouse/ Family/Child	239	\$5,095	\$5,095	\$0

Income Range Tier 41K-80K	Number of Employees in Tier	Max Cost Option 1	Max Cost Tiered Plan	Diff Between Option 1 and Tiered
Employee	260	\$2,745	\$3,465	(\$720)
EE Spouse/ Family/Child	232	\$5,095	\$6,465	(\$1,370)

Income Range Tier >80K	Number of Employees in Tier	Max Cost Option 1	Max Cost Tiered Plan	Diff Between Option 1 and Tiered
Employee	5	\$2,745	\$4,160	(\$1,415)
EE Spouse/ Family/Child	21	\$5,095	\$7,965	(\$2,870)

- * Please See Assumptions
- * Please see General Notes

**Summary of Estimated Maximum Employee Potential Cost Health Plan Comparison
June 2010**

Income Range Tier <30K	Number of Employees in Tier	Max Cost Option 1	Max Cost Tiered Plan	EE Cost Diff Between Option 1 and Tiered	EE Cost Diff Between Option 1 and Current	EE Cost Differ Between Tiered and Current
Employee	359	\$2,745	\$2,040	\$705	\$735	\$30
EE Spouse/ Family/Child	130	\$5,095	\$3,790	\$1,305	\$1,335	\$30

Income Range Tier 30K-40K	Number of Employees in Tier	Max Cost Option 1	Max Cost Tiered Plan	Diff Between Option 1 and Tiered	EE Cost Diff Between Option 1 and Current	EE Cost Differ Between Tiered and Current
Employee	368	\$2,745	\$2,745	\$0	\$735	\$735
EE Spouse/ Family/Child	239	\$5,095	\$5,095	\$0	\$1,335	\$1,335

Income Range Tier 41K-80K	Number of Employees in Tier	Max Cost Option 1	Max Cost Tiered Plan	Diff Between Option 1 and Tiered	EE Cost Diff Between Option 1 and Current	EE Cost Differ Between Tiered and Current
Employee	260	\$2,745	\$3,465	(\$720)	\$735	\$1,455
EE Spouse/ Family/Child	232	\$5,095	\$6,465	(\$1,370)	\$1,335	\$2,705

Income Range Tier >80K	Number of Employees in Tier	Max Cost Option 1	Max Cost Tiered Plan	Diff Between Option 1 and Tiered	EE Cost Diff Between Option 1 and Current	EE Cost Differ Between Tiered and Current
Employee	5	\$2,745	\$4,160	(\$1,415)	\$735	\$2,150
EE Spouse/ Family/Child	21	\$5,095	\$7,965	(\$2,870)	\$1,335	\$4,205

* Please See Assumptions

* Please see General Notes

Richland County Council Request of Action

Subject

Report of the Transportation Ad Hoc Committee

- a. Intergovernmental Agreement with SCDOT [ACTION]
- b. Transportation Sales Tax: Consultant and Educational Campaign Budget Amendment [**PAGES 193-194**]

Richland County Council Request of Action

Subject: Transportation Sales Tax: Consultant and Educational Campaign Budget Amendment

A. Purpose

Council is requested to approve a budget amendment in the amount of up to \$100,000 for the Transportation Sales Tax educational campaign, and continuation of consultant services.

B. Background / Discussion

Council approved third reading of the Transportation Sales Tax ordinance on June 15, 2010. Because of the actions taken by Richland County Council, voters will be able to vote for this item on the **November 2, 2010 ballot**.

Towards that end, Richland County has the responsibility to disseminate educational information to our citizens regarding the Transportation Sales Tax and potential projects. A portion of these funds would be dedicated to the educational campaign to include, but not be limited to, potential items such as: mailings, website development, ads (print and other visual media), etc. It is the County's goal to have an informed electorate with regards to the Transportation Sales Tax, and these funds for educational purposes will help to ensure that goal is met. The total amount for the educational campaign is up to \$25,000.

Consultant services are a continued need. The next phase of services (Task Order #4) to be completed builds upon the consultant's series of prior work efforts in anticipation of the potential passage of the referendum.

The consultant would review the projects list for consistency with existing / approved local area plans, including TIP and STIP. This is necessary to provide consistency in the planning process. The consultant would also work with County staff, CMCOG, SCDOT, and other stakeholders to understand and develop a methodology for the prioritization of the projects in the proposed Transportation Sales Tax projects list. This task will list the projects in the order of importance to be constructed over the 25-year period. The consultant would also work with the aforementioned stakeholders to develop a methodology to estimate project duration to be used for the programming of projects over the 25-year period. This task will identify project duration that will be used for cost allocation. Cost allocation methodology will be developed for Roadway and Other projects. The consultant will conduct a detailed analysis of cost allocation, keeping in mind the available resources, including cash-flow and available design and construction capability. This task will provide the County with a clear understanding of annual cost and work efforts estimated over the 25-year period. The consultant would also work with SCDOT to prepare a scope of work for one of the projects. The scoping process developed during this effort will be used for future development of projects associated with DOT's owned roadways. The total amount for these tasks is up to \$75,000.

C. Financial Impact

Council is requested to approve a budget amendment in the amount of up to \$100,000 for the Transportation Sales Tax educational campaign, and continuation of consultant services. Funds for this purpose exist in the Mass Transit account.

D. Alternatives

1. Approve the budget amendment in the amount of up to \$100,000 for the Transportation Sales Tax educational campaign, and continuation of consultant services.
2. Do not approve this request.

E. Recommendation

It is recommended that Council approve the budget amendment in the amount of up to \$100,000 for the Transportation Sales Tax educational campaign, and continuation of consultant services.

Recommended by: Roxanne M. Ancheta Department: Admin Date: July 14, 2010

Richland County Council Request of Action

Subject

HUD Sustainable Communities Regional Planning Grant/MOU [**PAGES 196-199**]

July 2, 2010

Milton Pope, Administrator
Richland County
P.O. Box 192
Columbia, SC 29202

Subject: HUD Sustainable Communities Regional Planning Grant

Dear Mr. Pope:

The U.S. Department of Housing and Urban Development (HUD) has issued a call for grant applications for Sustainable Communities Regional Planning Grant program. We believe this grant would be advantageous for the COG and our member governments. The resulting regional plan would promote sustainable growth, economic development and environmental quality. It is also important to note that the completion of a plan meeting HUD's standards may be a requirement to receive future infrastructure grants from HUD and other Federal Agencies participating in the Sustainable Communities Partnership.

The rules for this grant require that, to be eligible to apply, we must put together a regional consortium. I am asking you to sign a Memorandum of Understanding (MOU) between all participants in the proposed consortium. The signed MOU must be submitted with the grant application.

Here are some key points about the grant and the Regional Plan requirements:

- HUD is making \$98 million available for development of Regional Sustainable Communities Plans
- To apply, we must assemble a consortium that consists of, at a minimum, the COG/MPO, the City of Columbia, a non-profit entity from our region, and enough additional counties, towns and cities to comprise at least 50% of the regional population.
- The plan must address 6 sustainability principles:
 1. *Provide More Transportation Choices.*
 2. *Promote Equitable, Affordable Housing.*
 3. *Enhance Economic Competitiveness.*

4. *Support Existing Communities.*

5. *Coordinate Policies and Leverage Investment.*

6. *Value Communities and Neighborhoods.*

- No local matching funds are required, but we must "leverage" at least 20% of the project funding from other sources, which can include in-kind contributions such as staff time, other federal or state grants, or other cash. Leveraging more than 20% results in points being added to our score. We plan to use funds already available to the COG to meet the "leveraging" requirement; we do not plan on asking local governments to contribute funding to this project.
- Applications are due August 23.
- The competition for the grants will be very intense. The Secretary of HUD stated in a webinar that perhaps 40 grants would be made. If we do not get a grant, we want to complete a regional sustainability plan anyway. The reason for this is that other future funding opportunities for infrastructure and planning will be available to regions with plans that meet HUD's standards, whether the plan was done with HUD funding or not.

A copy of the MOU is attached. Other participants are being requested to sign the same MOU. I appreciate your help in this important regional effort. Please contact me if you need more information.

Best Regards,

Norman Whitaker, AICP
Executive Director

Memorandum of Understanding
Between
The Central Midlands Council of Governments
And Richland County, SC

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into and effective the last date executed below by and between Richland County, SC and Central Midlands Council of Governments (CMCOG).

The purpose of this MOU is to enable the parties to participate jointly in the U.S. Department of Housing and Urban Development's Sustainable Communities Regional Planning Grant Program (SCRPGP) in order to develop a Regional Plan for Sustainable Development in the Midlands. This Regional Plan would:

- Identify a variety of community needs such as, but not limited to: affordable housing, transportation investment, water infrastructure, economic development, land use planning, environmental conservation, energy system, open space, and other infrastructure priorities for the region;
- Establish measurable goals and benchmarks;
- Recommend detailed plans, policies, and implementation strategies to be implemented by all participating jurisdictions over time to meet planning goals; and,
- Engage residents and stakeholders across the Midlands in the development of a shared community vision and implementation process.
- Assist the parties to this agreement to receive other funding for planning and infrastructure through future Sustainable Communities grant offerings.

The parties agree and understand the importance and relevance of regional collaboration for purposes of enhancing local quality of life, complying with EPA air quality standards, encouraging economic vitality, and managing the regional transportation system to meet accessibility and mobility needs of people and goods across the region. ... With that in mind, the parties have decided to jointly partner in their quest to obtain funding for a mutually beneficial regional plan initiative.

The parties agree and understand that to apply for funding through the SCRPGP, there is a need for a lead jurisdiction to apply and manage the reporting and monitoring of the project. It is agreed that the recipient for the SCRPGP is the CMCOG and that the other parties will hold a position as sub-recipients and that those processes are subordinate

to the recipient's Federal mandated accounting requirements which include the requirement to manage and ensure the deliverables are presented, properly accounted for and invoice properly; with the understanding that the recipient is held intimately liable for any discrepancies. All parties agree and understand that funding will need to be distributed in accordance with HUD federal guidelines.

The parties agree that a formal consortium agreement will be executed no later than 120 days after the effective start date of the grant agreement. The consortium agreement will describe each consortium member's specific activities under the Program, including timetables for completion.

Signatures

_____, 2010
_____, 2010

Executive Director, CMCOG
SC

Administrator, Richland County,

Richland County Council Request of Action

Subject

The subdivision of land for heirs should not be treated and subjected to the same as that of a developer. Subdividing land should identify lots with access but not subject to engineering drawings and paved roads with sidewalks
[JACKSON]

Richland County Council Request of Action

Subject

Must Pertain to Items Not on the Agenda