

# **RICHLAND COUNTY**

## **SPECIAL CALLED MEETING AGENDA**



**Tuesday, DECEMBER 14, 2021**

**6:00 PM**

**COUNCIL CHAMBERS**



# RICHLAND COUNTY COUNCIL 2021



Bill Malinowski  
District 1  
2018-2022



Derrek Pugh  
District 2  
2020-2024



Yvonne McBride  
District 3  
2020-2024



Paul Livingston  
District 4  
2018-2022



Allison Terracio  
District 5  
2018-2022



Joe Walker III  
District 6  
2018-2022



Gretchen Barron  
District 7  
2020-2024



Overture Walker  
District 8  
2020-2024



Jessica Mackey  
District 9  
2020-2024



Cheryl English  
District 10  
2020-2024



Chakisse Newton  
District 11  
2018-2022





Richland County Special Called Meeting

December 14, 2021 - 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Paul Livingston
  - a. Roll Call
2. **INVOCATION** The Honorable Derrek Pugh
3. **PLEDGE OF ALLEGIANCE** The Honorable Derrek Pugh
4. **APPROVAL OF MINUTES** The Honorable Paul Livingston
  - a. Regular Session: December 7, 2021 **[PAGES 9-19]**
5. **ADOPTION OF AGENDA** The Honorable Paul Livingston
6. **REPORT OF ATTORNEY FOR EXECUTIVE SESSION ITEMS** Patrick Wright,  
County Attorney

*After Council returns to open session, Council may take action on any item, including any subsection of any section, listed on an executive session agenda or discussed in an executive session during a properly noticed meeting.*
7. **CITIZEN'S INPUT** The Honorable Paul Livingston
  - a. For Items on the Agenda Not Requiring a Public Hearing
8. **CITIZEN'S INPUT** The Honorable Paul Livingston
  - a. Must Pertain to Richland County Matters Not on the Agenda

(Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time.)

**9. REPORT OF THE COUNTY ADMINISTRATOR**

Leonardo Brown,  
County Administrator

**10. REPORT OF THE DEPUTY CLERK OF COUNCIL**

Michelle Onley,  
Deputy Clerk to Council

**11. REPORT OF THE CHAIR**

The Honorable Paul Livingston

- a. County Administrator's Evaluation/Agreement
- b. Redistricting Update

**12. OPEN / CLOSE PUBLIC HEARINGS**

The Honorable Paul Livingston

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Westinghouse Electric Company, LLC, to provide for payment of a fee-in-lieu of taxes; and other related matters
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Carolina Pines Industrial I, LLC to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits and other related matters

**13. THIRD READING ITEMS**

The Honorable Paul Livingston

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Westinghouse Electric Company, LLC, to provide for payment of a fee-in-lieu of taxes; and other related matters **[PAGES 20-50]**
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Carolina Pines Industrial I, LLC to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters **[PAGES 51-84]**

**14. SECOND READING ITEMS**

The Honorable Paul Livingston

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland

County, South Carolina and Project Wheat to provide for payment of a fee-in-lieu of taxes; and other related matters [PAGES 85-116]

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

The Honorable Yvonne McBride

- a. Authorizing the sale of certain real property owned by Richland County, South Carolina; and other matters related thereto [FIRST READING] [PAGES 117-135]

**16. REPORT OF THE RULES AND APPOINTMENTS COMMITTEE**

The Honorable Bill Malinowski

- a. NOTIFICATION OF VACANCIES:

Richland Memorial Hospital Board of Trustees - 2

1. Stacey Brennan [PAGES 136-141]
2. Raquel Thomas [PAGES 142-148]
3. William McElveen [PAGES 149-156]
4. Virginia Crocker [PAGES 157-159]
5. Millisa "Millie" Bates [PAGES 160-162]

**17. REPORT OF THE STRATEGIC PLANNING AD HOC COMMITTEE**

**18. OTHER ITEMS**

The Honorable Paul Livingston

- a. An Ordinance establishing new electoral districts for the election of members of Richland County Council pursuant to the United States Census of 2020 and in compliance with Section 4-9-90 of the South Carolina Code of Laws, 1976, as amended [PAGES 163-164]
- b. Department of Public Works – Solid Waste & Recycling Division - Residential Curbside Collection Services, Area 3 – Contract Award recommendation [PAGES 165-169]
- c. A Resolution to appoint and commission Bill Davis, Glemmie Haimes, and Zan Norris as Code Enforcement Officers for the proper security, general welfare, and convenience of Richland County [PAGE 170]
- d. Resolution to Approve the Issuance of Revenue Bonds for Brookfield Pointe by the Columbia Housing Authority [PAGES 171-185]

- e. Resolution to Approve the Issuance of Revenue Bonds for St Andrew's Crossing by the Columbia Housing Authority [PAGES 186-200]

**19. EXECUTIVE SESSION**

Patrick Wright,  
County Attorney

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

**20. MOTION PERIOD**

**21. ADJOURNMENT**



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





Richland County Council  
Regular Session  
December 6, 2021 – 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29201

COMMITTEE MEMBERS PRESENT: Paul Livingston, Chair; Yvonne McBride, Vice-Chair; Bill Malinowski, Derrek Pugh, Allison Terracio, Joe Walker, Gretchen Barron, Overture Walker, Jessica Mackey, Cheryl English and Chakisse Newton

OTHERS PRESENT: Michelle Onley, Tamar Black, Anette Kirylo, Lori Thomas, Justin Landy, Angela Weathersby, Kyle Holsclaw, John Thompson, Leonardo Brown, John Ansell, Patrick Wright, Michael Byrd, Michael Maloney, Geo Price, Stacey Hamm, Jennifer Wladischkin, Judy Carter, Beverly Harris, Dante Roberts, Dale Welch, Jani Hussain, Randy Pruitt, Synithia Williams, Dwight Hanna, Bill Davis, Zachary Cavanaugh, Aric Jensen, Syndi Castelluccio, Jeff Ruble, Sandra Haynes, Katie Marr and Quinton Epps

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:00 PM

2. **INVOCATION** – The Invocation was led by the Honorable Chakisse Newton

3. **PLEDGE OF ALLEGIANCE** – The pledge of Allegiance was led by the Honorable Chakisse Newton.

POINT OF PERSONAL PRIVILEGE – Mr. Livingston recognized the new Clerk to Clerk Anette Kirylo.

**APPROVAL OF MINUTES**

4.

a. **Regular Session : November 16, 2021** – Ms. Barron moved, seconded by Ms. McBride, to approve the minutes as distributed.

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

The vote in favor was unanimous.

b. **Zoning Public Hearing: November 18, 2021** – Ms. Mackey moved, seconded by Ms. Barron, to approve the minutes as distributed.

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

Abstain: J. Walker

The vote in favor was unanimous.

c. **Special Called Meeting: November 18, 2021** – Ms. McBride moved, seconded by Mr. Pugh, to

**Regular Session  
December 7, 2021**

approve the minutes as distributed.

Mr. Malinowski inquired about the motion being reconsidered on Item 4(b).

Ms. Newton responded the reconsideration was in reference to the motion from the previous Council meeting.

Ms. Terracio stated, for the record, she was not in attendance at the Zoning Public Hearing or the Special Called Meeting due to work commitments.

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

Abstain: Malinowski and J. Walker

The vote in favor was unanimous.

5. **ADOPTION OF AGENDA** – Mr. Livingston noted there were two (2) that need to be added: SRO Grant Request – Legal Advice [Pursuant to SC Code of Laws §30-4-70 (a)(2)] and an addition H-Tax allocation for District 2.

Mr. Malinowski inquired if Council will be provided documentation regarding the SRO Grant Request in Executive Session.

Mr. Wright responded in the affirmative.

Ms. Barron moved, seconded by Mr. Pugh, to adopt the agenda as amended.

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

The vote in favor was unanimous.

6. **REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION ITEMS** – Mr. Wright stated the following item was appropriate for Executive Session.

a. **SRO Grant Request – Legal Advice [Pursuant to SC Code of Laws § 30-4-70(a)(2)]**

7. **CITIZEN'S INPUT**

a. **For Items on the Agenda Not Requiring a Public** – No one signed up to speak.

8. **CITIZEN'S INPUT**

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

9. **REPORT OF THE COUNTY ADMINISTRATOR**

a. **Covid-19 Update** – Mr. Brown stated according to the most recent DHEC Report:

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December 7, 2021

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- The County is at the moderate tier
- The percent positive is 2.7%
- 52.9% of County residents eligible to be vaccinated have completed their vaccination; with vaccines now available for kids 5-11 the eligible population has changed from 353,173 to 391,862
- 50.1% of SC residents eligible to be vaccinated have completed their vaccination; with vaccines now available for kids 5-11 the eligible population has changed from 4,296,148 to 4,856,250
- Richland County has exhausted all of the ERA I and ERA II funding; we have requested additional funding from the US Treasury and the State ERA Program
- The County has held several vaccine incentive events: October 30<sup>th</sup> – The Meeting Place Church with MUSC; November 20<sup>th</sup> – Lower Richland High School with Prisma and December 5<sup>th</sup> – Killian Park with MUSC. There is an upcoming vaccine event on December 11<sup>th</sup> at Lower Richland High School.

**b. Project Updates**

- Strategic Planning Process is ongoing
- Public Safety Complex is moving forward. The County awarded MB Kahn the Construction Manager at Risk contract. The firm will be responsible for outreach, community meetings to promote the project and to encourage the inclusion of qualified small, local and minority owned businesses.
- The County received a letter of support from Representative Kirkman Finlay for the DSS Relocation. Rep. Finlay has requested financial assistance from the State’s SLFRF dollars.

Ms. Terracio inquired if we have thought through how best to communicate options to those individuals that may still be behind on their rent and facing eviction.

Mr. Brown stated the information available still allows individuals to contact the County, but also provides information on other services. He noted, when the County ran out of funding, he inquired of the US Treasury and the State, what happens when their local community’s program runs out of funding, but there is other broader funding available. Basically, there is a Catch-22, since the County received funding and distributed the funds, individuals in the County are not eligible to log into the State portal.

Mr. Livingston inquired if we can find out if the COVID Home Test Kits are affecting the numbers.

Mr. Brown stated he did not have that information, but could reach out to DHEC.

Ms. McBride requested a final report on how the funds were distributed and who received them. In addition, she stated, it was her understanding, each district was to have a program. She wanted to have a 2<sup>nd</sup> vaccine event, but was told all of the districts had to have their programs first.

Mr. Brown stated, at the onset, it was a pilot program. Later Council came back and voted to make it an active program.

Ms. McBride and Ms. Barron thanked staff for assisting with the vaccine events.

**10. REPORT OF THE DEPUTY CLERK OF COUNCIL**

- a. **2022 Retreat Location Update** – Ms. Onley noted the Clerk’s Office was able to secure the Hyatt

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Regency in Greenville, SC for the upcoming Council Retreat. Once the County Attorney's Office has reviewed the contract, it will be executed.

## 11. **REPORT OF THE CHAIR**

- a. **County Administrator Evaluation** – This item was taken up in Executive Session.
- b. **Redistricting Update** – Mr. Livingston noted most of the Councilmembers have conducted their one-on-one feedback with Ms. Etheredge. In order to move the process forward, we will need to hold three readings and a public hearing. The proposed schedule will be: First Reading – December 14, 2021; Second Reading – January 4, 2022; Special Called/Public Hearing – January 18, 2022 and Third Reading – February 8, 2022.

Ms. Newton inquired if the only public hearing/input is the January 18<sup>th</sup> date, or will other dates be coming from another department.

Mr. Wright responded, if Council wants to hold more than one hearing they can, but we are only required to hold one public hearing.

Mr. Livingston noted there is also opportunities for public input/feedback between readings. The maps are posted on the website and various locations.

Ms. Terracio inquired if it would be possible to have maps to present to the public prior to First Reading.

Mr. Livingston responded he would prefer Council have an opportunity to review the maps prior to them being released to the public.

Ms. Barron noted we want to give ample time for the public to provide feedback. She inquired what forum the public would utilize to provide their feedback.

Mr. Livingston responded citizens could contact Councilmembers directly, utilize comments cards at locations where the maps are displayed or we could have an online forum.

Mr. Wright indicated Third Reading has to be held by February 8, 2022.

Ms. Terracio requested the maps be placed online and distributed to the neighborhood associations.

## 12. **OPEN/CLOSE PUBLIC HEARING**

- a. **Ordinance authorizing Quit-Claim deed of Olympia Alleyway to contiguous landowner (Mr. Outlaw -726 Maryland Street)** – No one signed up to speak.
- b. **Authorizing the execution and delivery of fee-in-lieu of ad valorem taxes and incentive agreement, and amendment of that certain existing fee-in-lieu of ad valorem agreement, by and between Richland County, South Carolina and Project Tide; to provide for payments of fees- in lieu of taxes; authorizing certain infrastructure credits; and other related matters** – No one signed up to speak.
- c. **Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and**

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**between Richland County South Carolina and Tri-County Electric Cooperative, Inc., to provide payment of a fee-in-lieu of taxes; and other related matters** – No one signed up to speak.

13. **APPROVAL OF CONSENT ITEMS**

- a. **Ordinance authorizing Quit-Claim deed of Olympia Alleyway to contiguous landowner (Mr. Outlaw -726 Maryland Street) [THIRD READING]**
- b. **Emergency Services Department – EMS Supplies**
- c. **Department of Public Works – Knollwood Drive & Planters Drive Drainage Improvements – Contract Award Recommendation**
- d. **Palmetto Pride Litter Crew Grant**

Mr. Pugh moved, seconded by Ms. Barron, to approve the Consent Items.

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

The vote in favor was unanimous.

Mr. Malinowski moved, seconded by Ms. Newton, to reconsider the following items:

- *Acceptance of an Unnamed Street into the County Road Maintenance System (CRMS);*
- *Emergency Services Department—EMS Supplies*
- *Department of Public Works –Knollwood Drive & Planters Drive Drainage Improvements—Contract Award Recommendation*
- *Palmetto Pride Litter Crew Grant*

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

The motion for reconsideration failed.

14. **THIRD READING ITEMS**

- a. **Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement, and amendment of that certain existing fee-in-lieu of ad valorem agreement, by and between Richland County, South Carolina and Project Tide; to provide for payments of fees-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters** – Ms. McBride moved, seconded by Mr. O. Walker, to approve this item.

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

The vote in favor was unanimous.

Ms. McBride moved, seconded by Ms. Barron, to reconsider this item.

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

The motion for reconsideration failed.

- b. **Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Tri-County Electric Cooperative, Inc. to provide for payment of a fee-in-lieu of taxes; and other related matters** – Ms. McBride moved, seconded by Ms. English, to approve this item.

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

The vote in favor was unanimous.

15. **SECOND READING ITEMS**

- a. **21-028MA, Matt Rains, HI to RS-MD (113.2 Acres & 8.32 Acres), Farrow Road, TMS # R17600-02-32 & 46** – Mr. Pugh moved, seconded by Mr. Malinowski, to defer this item until the February 8, 2022 Council meeting.

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

The vote in favor was unanimous.

16. **REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE**

- a. **Acceptance of an Unnamed Street into the County Road Maintenance System (CRMS)** – Mr. Malinowski noted, on p. 51, it states, “unnamed street in question [is] a minor non-conformance.” He does not believe we need to be approving “minor non-conformances.” He inquired who will determine how minor is minor, and we may be opening the door for a lot of “minor non-conformances”. He suggested changing the ordinance language as follows: entrance roads into subdivisions are exceptions to the need for individually owned lots to front directly on the street right-of-way. He inquired if this item was time-sensitive.

Mr. Maloney responded approval of this item will allow the subdivision to start work on bringing this street up to County standards. He noted this does not come up often, but this was not in the initial plat. SCDOT built a left turn lane into the entrance that was not a part of the plat, and has become the formal way for people to enter and exit.

Mr. Malinowski stated the subdivision can begin to bring the street up to County standards while we are changing the ordinance.

Ms. Newton inquired if there are other circumstances that would come up if we amended the motion the way Mr. Malinowski is suggesting.

Mr. Maloney responded he does not foresee a lot of changes like this situation. He noted this subdivision will not commit funding until Council approves this item.

Ms. Newton inquired if there is an alternative to address Mr. Malinowski's concerns.

Mr. Malinowski made a substitute motion, seconded by Mr. Pugh, to approve staff's recommendation of accepting the unnamed street once it brought up to County standards, and to direct staff to begin working on an ordinance change.

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

The vote in favor was unanimous.

## 17. **REPORT OF ADMINISTRATION & FINANCE COMMITTEE**

- a. **Department of Public Works – Solid Waste & Recycling Division - Residential Curbside Collection Services, Area 3 – Contract Award recommendation** – Mr. Malinowski stated the committee recommended denial of the contract award.

Mr. Malinowski provided additional information regarding Coastal Waste and Recycling's partnership with Kinder Garbage Hauling Services in Blythewood.

Mr. Malinowski made a substitute motion to accept staff's original recommendation and award the contract to Coastal Waste and Recycling.

Ms. Barron stated the unfortunate situation is Council is asked to vote on items without having background information. She noted she would never have been in support of a local minority business not having the opportunity.

Ms. Newton noted the committee's recommendation did not indicate the contract would be rebid. She inquired what the consequences would be of accepting the committee's recommendation for denial.

Mr. Brown responded the current contract would be in place. Once the contract expired, the County could re-negotiate the contract or the contract could be rebid.

Ms. Newton inquired if there was a potential for disruption of service during that time.

Mr. Brown responded the County would have to re-negotiate. There would not need to be a separate approval.

Ms. Mackey inquired if this is the only recommendation staff plans to make.

Mr. Brown responded, based on the procurement process, this will be staff's recommendation.

Mr. Livingston inquired if this information was provided during the procurement process, or will this additional information jeopardize us legally.

Ms. Wladischkin responded it is generally unacceptable to have discussions outside of the procurement process. Any discussions should have been filtered through Procurement.

Ms. McBride inquired if Mr. Malinowski's motion was legal.

Mr. Wright responded he believes the motion is acceptable.

Ms. Terracio inquired when the contract expires.

Ms. Wladischkin indicated the contract expires on February 28, 2022.

Ms. Barron made a second substitute motion, seconded by Ms. Terracio, to defer this item until the December 14<sup>th</sup> Council meeting.

In Favor: Pugh, Livingston, Terracio, J. Walker, Barron, Mackey, English and Newton

Opposed: Malinowski, McBride and O. Walker

The vote was in favor.

- b. **Department of Public Works – Solid Waste & Recycling Division - Residential Curbside Collection Services, Area 6 – Contract Award recommendation** – Mr. Malinowski stated the committee recommended denial of the contract award, and to rebid the contract.

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

The vote in favor was unanimous.

18. **REPORT OF ECONOMIC DEVELOPMENT COMMITTEE NOTIFICATION OF APPOINTMENTS**

- a. **A Resolution (1) Approving the assignment to CA Student Living Station Columbia, LLC of all the rights, interests, and obligations of Blue Atlantic Columbia, LLC ("Blue Atlantic") under that certain credit agreement between Blue Atlantic and Richland County, South Carolina ("Credit Agreement"). (2) Authorizing the County's execution and delivery of an assignment and assumption of credit agreement in connection with such assignment; and (3) Authorizing other matters related thereto** – Ms. McBride stated this is a request for Council to consent to the transfer of incentives from Blue Atlantic Columbia, LLC to CA Student Living Station Columbia, LLC. She noted this is a student housing complex located at the corner of Harden and Gervais, which was approved in 2014. This allows the developer to transfer the property to a long-term owner, and both the incentives and the obligations follow the ownership. The committee recommended approval.

Mr. Malinowski stated, for the record, he previously voted against this contentious item, and will do so again tonight.

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

Opposed: Malinowski

Recuse: Mackey

The vote was in favor.

- b. **Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Wheat; identifying the project; and other matters related thereto** – Ms. McBride



stated this is a resolution officially recognizing this project, so that any expenditures the company makes henceforth can be counted as a part of the incentive agreement. The committee recommended approval.

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

Recuse: Mackey

The vote in favor was unanimous.

- c. **Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Project Wheat to provide for payment of a fee-in-lieu of taxes; and other related matters [FIRST READING]** – Ms. McBride stated this is First Reading for a potential 30 year FILOT for Project Wheat, a supplier of automotive components that is considering a \$5.4M investment at their plant in Blythewood. The FILOT will provide a 6% assessment ratio and a fixed millage. The committee recommended approval.

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

Recuse: Mackey

The vote in favor was unanimous.

19. **REPORT OF THE TRANSPORTATION AD HOC COMMITTEE**

- a. **Mitigation Credit Sales - Quick Trip Store in Lexington County** – Mr. O. Walker stated the mitigation credit sale will generate \$131,972.09, which will be credited to the Transportation Penny Program. The committee recommended approval.

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

Opposed: J. Walker and Newton

The vote was in favor.

- b. **Mitigation Credit Sales - Amick Farms Rail Upgrade in Saluda County** – Mr. O. Walker stated the mitigation credit sale will generate \$51,750, which will be credited to the Transportation Penny Program. The committee recommended approval.

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

Opposed: J. Walker and Newton

The vote was in favor.

Mr. O. Walker moved, seconded by Ms. Terracio, to reconsider Items 19(a) and (b).

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

In Favor: J. Walker and Newton

The motion for reconsideration failed.

20. **OTHER ITEMS**

- a. **FY22 - District 2 Hospitality Tax Allocations**
- b. **FY22 - District 8 Hospitality Tax Allocations**
- c. **FY22 - District 9 Hospitality Tax Allocations**
- d. **A Resolution to appoint and commission Franklin Bell as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County**
- e. **A Resolution to appoint and commission Cinnamon Hairston as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County**

Ms. Newton moved, seconded by Ms. Terracio, to approve Items 20(a) – (e).

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

Opposed: J. Walker

The vote was in favor.

Ms. English moved, seconded by Ms. McBride, to reconsider Items 20(a) – (e).

In Favor: J. Walker

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

The motion for reconsideration failed.

21. **EXECUTIVE SESSION**

Ms. McBride moved, seconded by Ms. Mackey, to go into Executive Session.

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

Opposed: J. Walker

*Council went into Executive Session at approximately 7:16 PM  
and came out at approximately 8:01 PM*

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

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December 7, 2021**

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The vote in favor was unanimous.

a. **SRO Grant Request - Legal Advice [Pursuant to SC Code of Laws § 30-4-70(a)(2)]** – No action was taken.

b. **County Administrator Evaluation** – No action was taken.

22. **MOTION PERIOD**

a. **Amending "Fireworks" Ordinance** – This item was referred to the D&S Committee.

b. **Request the Business License Ordinance be reviewed and changed to address items that are allowed by state law but are not being done by Richland County and resulting in large amounts of money not being collected. I will provide additional information to Assistant Administrator Jensen for review and handling prior to it getting to a committee** – This item was referred to the A&F Committee.

23. **ADJOURNMENT** – The meeting adjourned at approximately 8:15 PM

## Richland County Council Request for Action

**Subject:**

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

**Notes:**

First Reading: September 14, 2021

Second Reading: September 21, 2021

Third Reading: December 14, 2021 {Tentative}

Public Hearing: December 14, 2021

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_

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

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

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

WHEREAS, Westinghouse Electric Company, LLC (“Sponsor”), desires to expand its manufacturing facility in the County (“Project”) by making a taxable investment in real and personal property of not less than \$131,000,000; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the Sponsor, as sponsor, the substantially final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (1) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (2) locating the Project in the Park

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

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

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

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

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

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

**Section 3. *Inclusion within the Park.*** The expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and an approving companion ordinance by the Fairfield County Council.

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: September 14, 2021  
Second Reading: September 21, 2021  
Public Hearing: December 14, 2021  
Third Reading: December 14, 2021

**EXHIBIT A**  
**FORM OF FEE AGREEMENT**



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

**BETWEEN**

**WESTINGHOUSE ELECTRIC COMPANY, LLC**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF DECEMBER [], 2021**

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FEE AGREEMENT**

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

<b>PROVISION</b>	<b>BRIEF DESCRIPTION</b>	<b>SECTION REFERENCE</b>
<b>Sponsor Name</b>	<b>Westinghouse Electric Company LLC</b>	
<b>Project Location</b>	<b>5801 Bluff Road</b>	
<b>Tax Map No.</b>	18600-01-01	
<b>FILOT</b>		
• Phase Exemption Period	12/31/2021 – 12/31/2050	
• Contract Minimum Investment Requirement	\$131,000,000	
• Investment Period	12/31/2021 – 12/31/2025	
• Assessment Ratio	6%	
• Millage Rate	475.30	
• Fixed or Five-Year Adjustable Millage	Fixed	
• Claw Back Information		
<b>Multicounty Park</b>	I-77 Corridor Regional Industrial Park	
<b>Other Information</b>		

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

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of December [DATE], 2021 between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and Westinghouse Electric Company, LLC, a limited liability company organized and existing under the laws of the State of Delaware (“*Sponsor*”).

WITNESSETH:

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

(b) The Sponsor has committed to expand its manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$131,000,000;

(c) By an ordinance enacted on December 14, 2021, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT to induce the Sponsor to expand its Facility in the County.

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

### ARTICLE I DEFINITIONS

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

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

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

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

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

“*Commencement Date*” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this

Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2021.

**“Contract Minimum Investment Requirement”** means a taxable investment in real and personal property at the Project of not less than \$131,000,000.

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

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

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

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

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

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

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

**“Fee Agreement”** means this Fee-In-Lieu Of *Ad Valorem* Taxes Agreement.

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

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

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

**“Final Termination Date”** means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2050, the Final Termination Date is expected to be January 15, 2052, which is the due date of the last FILOT Payment with respect to the Final Phase.

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

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

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

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

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

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

**“Phase Termination Date”** means, with respect to each Phase, the last day of the property tax year which is the 19<sup>th</sup> year following the first property tax year in which the Phase is placed in service.

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

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

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

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

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

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

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

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

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

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

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

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

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

(c) The County identified the Project, as a “project” on September 14, 2021, by adopting an Inducement Resolution, as defined in the Act on September 14, 2021.

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

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

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

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



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

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

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

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

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

### **ARTICLE III THE PROJECT**

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

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

#### **Section 3.3. *Filings and Reports.***

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, 2022 the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 14, 2010, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

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

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic

Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

## ARTICLE IV FILOT PAYMENTS

### Section 4.1. *FILOT Payments.*

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

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 475.30, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2021.

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

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

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

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

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

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

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

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

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

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

**Section 4.5. Condemnation.**

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

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

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

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

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

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

**ARTICLE V  
RESERVED**

**ARTICLE VI  
RESERVED**

**ARTICLE VII  
DEFAULT**

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

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

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

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

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

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

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

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

**Section 7.2. Remedies on Default.**

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

(i) terminate this Fee Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

**Section 7.3. Reimbursement of Legal Fees and Other Expenses.** On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, each party shall bear their own respective attorney fees and related expenses.

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

**ARTICLE VIII  
PARTICULAR RIGHTS AND COVENANTS**

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

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

### **Section 8.3. Indemnification Covenants.**

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

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

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

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

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

(f) At the option of the Sponsor, which option shall be exercised within 10 days of receipt of the notice set forth in subsection (e) above, the Sponsor may choose not to indemnify the County under the provisions of this Section 8.3 if the Sponsor terminates this Fee Agreement and repays to the County the difference between (i) all FILOT Payments made by (or currently due and owing from) the Sponsor or any Sponsor Affiliate, if applicable, with respect to the Economic Development Property through the date of termination and (ii) the *ad valorem* taxes that would have been due with respect to the Economic Development Property as if such Economic Development Property had never been subject to this Fee Agreement. If the Sponsor exercises its option under this subsection (f), then the Sponsor shall provide the County with a calculation of the repayment due hereunder within 30 days of the exercise of the option, which calculation may be reviewed by the County. Absent manifest error of the calculation of the repayment, the County shall provide written acceptance and acknowledgement of the Sponsor’s calculation of the repayment with 15 days of receipt of the calculation. The Sponsor shall repay the County the amount due hereunder within 15 days of acceptance and acknowledgement by the County of such repayment

amount. If not timely paid, the amount due from the Sponsor to the County is subject to the maximum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments.

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

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

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

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

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

## ARTICLE IX SPONSOR AFFILIATES

**Section 9.1. *Sponsor Affiliates.*** The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and

delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

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

## **ARTICLE X MISCELLANEOUS**

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

**IF TO THE SPONSOR:**

Westinghouse Electric Company LLC  
ATTN: Global Tax  
1000 Westinghouse Drive  
Suite 103  
Cranberry Township, PA 16066

**WITH A COPY TO (does not constitute notice):**

Westinghouse Electric Company LLC  
ATTN: Joseph Pricener, Esq.  
1000 Westinghouse Drive  
Cranberry Township, PA 16066

**IF TO THE COUNTY:**

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

**WITH A COPY TO (does not constitute notice):**

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



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

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

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

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

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

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

**Section 10.8. Interpretation; Invalidity; Change in Laws.**

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

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

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

**Section 10.9. Force Majeure.** The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods,

inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

**Section 10.10. Termination; Termination by Sponsor.**

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

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

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

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

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

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

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

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

*[Signature pages follow]*

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

**RICHLAND COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
County Council Chair  
Richland County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Clerk to County Council  
Richland County, South Carolina

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

**PROJECT BRIDGE**

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

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

5801 Bluff Road, Columbia SC

TMS No: 18600-01-01

**EXHIBIT B (see Section 9.1)**  
**FORM OF JOINDER AGREEMENT**

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

**1. Joinder to Fee Agreement.**

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

**2. Capitalized Terms.**

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

**3. Representations of the Sponsor Affiliate.**

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

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

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

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

**4. Governing Law.**

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

**5. Notice.**

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

[\_\_\_\_\_]

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Entity  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

**RICHLAND COUNTY, SOUTH CAROLINA**

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

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

**[SEE ATTACHED]**



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

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

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

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

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

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

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

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

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

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

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


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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA

  
\_\_\_\_\_  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
\_\_\_\_\_  
Clerk to County Council

## Richland County Council Request for Action

**Subject:**

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Carolina Pines Industrial I, LLC to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

**Notes:**

First Reading: November 9, 2021  
Second Reading: November 16, 2021  
Third Reading: December 14, 2021 {Tentative}  
Public Hearing: December 14, 2021

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_

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

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

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

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

WHEREAS, Carolina Pines Industrial I, LLC, (“Sponsor”), desires to construct a facility for manufacturing, distribution, and/or warehousing purposes in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$9,460,700.00; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; (2) locating the Project in the Park; and (3) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

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

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

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

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

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

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

**Section 3. *Inclusion within the Park.*** The expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and delivery of written notice to Fairfield County of the inclusion of the Project in the Park.

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: November 9, 2021  
Second Reading: November 16, 2021  
Public Hearing: December 14, 2021  
Third Reading: December 14, 2021

**EXHIBIT A**  
**FORM OF FEE AGREEMENT**

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

**BETWEEN**

**CAROLINA PINES INDUSTRIAL I, LLC**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF [DECEMBER [], 2021]**



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SUMMARY OF CONTENTS OF

## FEE AGREEMENT

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

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
<b>Sponsor Name</b>	<b>Carolina Pines Industrial I, LLC</b>	
<b>Project Location</b>	<b>Carolina Pines Industrial Park</b>	
<b>Tax Map No.</b>	R17600-01-33	
<b>FILOT</b>		
<ul style="list-style-type: none"> <li>• Phase Exemption Period</li> </ul>	30 years	
<ul style="list-style-type: none"> <li>• Contract Minimum Investment Requirement</li> </ul>	\$9,460,700.00	
<ul style="list-style-type: none"> <li>• Investment Period</li> </ul>	5 years	
<ul style="list-style-type: none"> <li>• Assessment Ratio</li> </ul>	6%	
<ul style="list-style-type: none"> <li>• Millage Rate</li> </ul>	0.5805	
<ul style="list-style-type: none"> <li>• Fixed or Five-Year Adjustable Millage</li> </ul>	Fixed	
<ul style="list-style-type: none"> <li>• Claw Back Information</li> </ul>	If the Contract Minimum Investment Requirement is not met during the Investment Period, the Fee Agreement will retroactively terminate.	
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<ul style="list-style-type: none"> <li>• Brief Description</li> </ul>	15% special source revenue credit	
<ul style="list-style-type: none"> <li>• Credit Term</li> </ul>	10 years	
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<b>Other Information</b>		
	If the Contract Minimum Investment Requirement is not met during the Investment Period, the Fee Agreement will retroactively terminate.	

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

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of December [], 2021, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and Carolina Pines Industrial I, LLC, a limited liability company organized and existing under the laws of the State of South Carolina (“*Sponsor*”).

### WITNESSETH:

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

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

(c) The Sponsor desires to construct a facility for manufacturing, distribution, and/or warehousing purposes (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$9,460,700.00;

(d) By an ordinance enacted on December [14], 2021, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to construct the Facility in the County.

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

### ARTICLE I DEFINITIONS

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

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

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

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT

Payments, Infrastructure Credits or other incentives provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

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

“**Commencement Date**” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2022.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$9,460,700.00.

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

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

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

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

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

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

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

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

“**Fee Agreement**” means this Fee-In-Lieu Of *Ad Valorem* Taxes and Incentive Agreement.

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

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

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

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2051, the Final Termination Date is expected to be January 15, 2053, which is the due date of the last FILOT Payment with respect to the Final Phase.

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

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

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

“**Investment Period**” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2027.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County

and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a "project" on November 9, 2021 by adopting an Inducement Resolution, as defined in the Act on November 9, 2021.

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

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

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

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

(b) The Sponsor intends to provide the Project for the operation of manufacturing, distribution, or warehousing purposes, and for such other purposes that the Act permits as the Sponsor may deem appropriate.

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

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

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

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

### **ARTICLE III THE PROJECT**

**Section 3.1. The Project.** The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2022. Notwithstanding anything contained in this Fee Agreement to the contrary, the



Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

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

**Section 3.3. *Filings and Reports.***

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

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

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

**ARTICLE IV  
FILOT PAYMENTS**

**Section 4.1. *FILOT Payments.***

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

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period, multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 0.5805, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2021.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the

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

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

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

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

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

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

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

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

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

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and

elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

**Section 4.5. Condemnation.**

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

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

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

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

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

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

**ARTICLE V  
ADDITIONAL INCENTIVES**

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

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

**ARTICLE VI  
CLAW BACK**

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

**ARTICLE VII  
DEFAULT**

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

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

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

(c) A Cessation of Operations. For purposes of this Fee Agreement, a "**Cessation of Operations**" means a closure of the Facility or cessation or production or shipment (as applicable) or materials that continues for a period of twelve (12) consecutive months other than a permitted closure in connection with a casualty, condemnation, governmental order or mandate or periodic remodeling of the Facility;

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

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

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

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

**Section 7.2. Remedies on Default.**

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

(i) terminate this Fee Agreement; or

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

In no event shall the Sponsor or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Sponsor's (together with any Sponsor Affiliates) failure to meet the Contract Minimum Investment Requirement other than as expressly set forth in this Fee Agreement.

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

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

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

**ARTICLE VIII  
PARTICULAR RIGHTS AND COVENANTS**

**Section 8.1. Right to Inspect.** The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as,

without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

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

**Section 8.3. Indemnification Covenants.**

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

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

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

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

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

afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

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

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

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

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

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

## ARTICLE IX SPONSOR AFFILIATES

**Section 9.1. *Sponsor Affiliates.*** The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing

the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

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

## **ARTICLE X MISCELLANEOUS**

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

**IF TO THE SPONSOR:**

Carolina Pines Industrial I, LLC  
Attn: Michael E Robbe  
1111 Metropolitan Ave, Suite 700  
Charlotte, NC 28236-6799

**WITH A COPY TO (does not constitute notice):**

Graybill, Lansche & Vinzani, LLC  
Attn: William O. Higgins  
2721 Devine Street  
Columbia, SC 29205

**IF TO THE COUNTY:**

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

**WITH A COPY TO (does not constitute notice):**

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



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

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

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

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

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

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

**Section 10.8. Interpretation; Invalidity; Change in Laws.**

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

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

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

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

**Section 10.10. Termination; Termination by Sponsor.**

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

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

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

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

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

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

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

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

*[Signature pages follow]*

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

**RICHLAND COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
County Council Chair  
Richland County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Clerk to County Council  
Richland County, South Carolina

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

**CAROLINA PINES INDUSTRIAL I**

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

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

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

**ALL THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND LYING AND BEING SITUATE NEAR THE TOWN OF BLYTHEWOOD, COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, CONTAINING 19.03 ACRES, AND BEING MORE FULLY SHOWN AS TRACT 2 ON A MINOR SUBDIVISION PLAN FOR “RICHLAND COUNTY, SOUTH CAROLINA” BY GLENN ASSOCIATES SURVEYING, INC. DATE MAY 27, 2021, RECORDED AT THE RICHLAND COUNTY REGISTER OF DEEDS AT PLAT: BOOK 2653 PAGE 406.**

**EXHIBIT B (see Section 9.1)**  
**FORM OF JOINDER AGREEMENT**

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

**1. Joinder to Fee Agreement.**

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

**2. Capitalized Terms.**

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

**3. Representations of the Sponsor Affiliate.**

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

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

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

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

**4. Governing Law.**

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

**5. Notice.**

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

[\_\_\_\_\_]

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Entity  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

**RICHLAND COUNTY, SOUTH CAROLINA**

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

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



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

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

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

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

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

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

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

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

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

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

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


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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA

  
\_\_\_\_\_  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
\_\_\_\_\_  
Clerk to County Council

**EXHIBIT D (see Section 5.1)**  
**DESCRIPTION OF INFRASTRUCTURE CREDIT**

All qualifying investment of the Sponsor during the Investment Period shall qualify for a 10-year, 15% Infrastructure Credit. Beginning with the first annual FILOT Payment and continuing for the next nine annual FILOT Payments, the Sponsor will receive an annual Infrastructure Credit in an amount equal to 15% of the annual FILOT Payment with respect to the Project.

**EXHIBIT E (see Section 6.1)**  
**DESCRIPTION OF CLAW BACK**

**Repayment Amount = Total Received x Claw Back Percentage**

**Claw Back Percentage = 100% - Overall Achievement Percentage**

**Overall Achievement Percentage = Investment Achievement Percentage**

**Investment Achievement Percentage = Actual Investment Achieved / Contract Minimum Investment Requirement**

*For example, and by way of example only, if the County granted \$75,000 in Infrastructure Credits, and \$8,000,000 had been invested at the Project, the Repayment Amount would be calculated as follows:*

*Investment Achievement Percentage = \$8,000,000/\$9,460,700 = 85%*

*Overall Achievement Percentage = 85%*

*Claw Back Percentage = 100% - 85% = 15%*

*Repayment Amount = 75,000 x 15% = \$11,250*

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

# Richland County Council Request for Action

**Subject:**

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

**Notes:**

First Reading: December 7, 2021

Second Reading: December 14, 2021 {Tentative}

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_

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

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

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

WHEREAS, Project Wheat, (“Sponsor”), desires to expand certain manufacturing and related facilities in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$5,000,000; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the Sponsor, as sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (1) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (2) locating the Project in the Park.

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

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: December 7, 2021  
Second Reading: December 14, 2021  
Public Hearing:  
Third Reading:



**EXHIBIT A**  
**FORM OF FEE AGREEMENT**

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

**BETWEEN**

**PROJECT WHEAT**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF DECEMBER \_\_\_\_, 2021**

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**SUMMARY OF CONTENTS OF  
FEE AGREEMENT**

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

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
<b>Sponsor Name</b>	<b>PROJECT WHEAT</b>	
<b>Project Location</b>		
<b>Tax Map No.</b>		
<b>FILOT</b>		
• Phase Exemption Period	30 years	
• Contract Minimum Investment Requirement	\$5,000,000	
• [Contract Minimum Jobs Requirement]		
• Investment Period	5 years	
• Assessment Ratio	6%	
• Millage Rate	580.3 mills (lowest allowable)	
• Fixed or Five-Year Adjustable Millage	Fixed	
• Claw Back Information	Terminate and claw back if investment does not reach Act Minimum Investment Requirement	
<b>Multicounty Park</b>	I-77 Corridor Regional Industrial Park	
<b>Other Information</b>	N/A	
•		
•		
•		

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

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of December \_\_\_\_, 2021, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and PROJECT WHEAT, a corporation organized and existing under the laws of the State of \_\_\_\_\_ (“*Sponsor*”).

WITNESSETH:

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

(b) The Sponsor has committed to expand certain manufacturing and related facilities (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$5,000,000;

(d) By an ordinance enacted on [ ], 2022, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT as an inducement for the Sponsor to expand its Facility in the County.

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

**ARTICLE I  
DEFINITIONS**

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

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

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

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

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

“*Commencement Date*” means the last day of the property tax year during which the initial Economic Development Property comprising the Project is placed in service. The Commencement Date

shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date shall be no later than December 31, 2024, though the Sponsor presently anticipates that the Commencement Date will be December 31, 2021..

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

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

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

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

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

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

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

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

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

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

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

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

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2055, the Final Termination Date is expected to be January 15, 2057, which is the due date of the last FILOT Payment with respect to the Final Phase.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

## ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

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

(c) The County identified the Project, as a “project” on December 7, 2021, by adopting an Inducement Resolution, as defined in the Act on December 7, 2021.

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

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

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

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

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

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

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

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

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

### **ARTICLE III THE PROJECT**

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

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

#### **Section 3.3. *Filings and Reports.***

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

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

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

## ARTICLE IV FILOT PAYMENTS

### **Section 4.1. *FILOT Payments.***

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

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property and Improvements portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%%), multiplied by
- (iii) A fixed millage rate] equal to 580.3 mills, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 20\_\_.

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

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

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

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

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

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

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

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

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

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

**Section 4.5. Condemnation.**

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

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

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

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

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

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

**ARTICLE V  
RESERVED**

**ARTICLE VI  
CLAW BACK**

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

**ARTICLE VII  
DEFAULT**

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

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

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

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

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

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

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

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

**Section 7.2. *Remedies on Default*.**

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

(i) terminate this Fee Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

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

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

## ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

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

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

**Section 8.3. Indemnification Covenants.**

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

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

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

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

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

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

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

**Section 8.5. Limitation of Liability.** The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee



Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

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

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

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

## ARTICLE IX SPONSOR AFFILIATES

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

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

## ARTICLE X

**MISCELLANEOUS**

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

**IF TO THE SPONSOR:**

□

**WITH A COPY TO (does not constitute notice):**

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

**IF TO THE COUNTY:**

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

**WITH A COPY TO (does not constitute notice):**

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

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

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

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

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

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

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

**Section 10.8. Interpretation; Invalidity; Change in Laws.**

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

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

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

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

**Section 10.10. Termination; Termination by Sponsor.**

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

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

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

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

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

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

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

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

*[Signature pages follow]*

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

**RICHLAND COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
County Council Chair  
Richland County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Clerk to County Council  
Richland County, South Carolina

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

**PROJECT WHEAT**

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

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

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

**EXHIBIT B (see Section 9.1)**  
**FORM OF JOINDER AGREEMENT**

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

**1. Joinder to Fee Agreement.**

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

**2. Capitalized Terms.**

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

**3. Representations of the Sponsor Affiliate.**

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

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

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

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

**4. Governing Law.**

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

**5. Notice.**

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

[\_\_\_\_\_]



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

\_\_\_\_\_  
Date

\_\_\_\_\_  
PROJECT WHEAT

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

Its: \_\_\_\_\_

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

**RICHLAND COUNTY, SOUTH CAROLINA**

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

Its: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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


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

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA

  
\_\_\_\_\_  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
\_\_\_\_\_  
Clerk to County Council

# Richland County Council Request for Action

**Subject:**

Authorizing the sale of certain real property owned by Richland County, South Carolina; and other matters related thereto

**Notes:**

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

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_

**AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY OWNED BY  
RICHLAND COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED  
THERETO**

WHEREAS, pursuant to Title 4, Chapter 9 of the Code of Laws of South Carolina, 1976, as amended, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”), is authorized to enter into contracts and to sell its real property;

WHEREAS, the County owns approximately 34 acres on Longwood Road (“Property”) and has identified the Property as property the County desires to sell; and

WHEREAS, the County desires to enter into a purchase and sale agreement, the form of which is attached as Exhibit A (“Agreement”) with a purchaser of the Property to set forth the terms and conditions of the sale of the Property by the County to the Purchaser.

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

**Section 1. Findings.** County Council determines that the sale of the Property is a proper governmental and public purposes and is anticipated to benefit the general public welfare of the County.

**Section 2. Approval of Sale of Property.** County Council approves the sale of the Property by the County and authorizes the County Council Chair, the County Administrator, and the Director of Economic Development, as appropriate, to execute and deliver those documents that may be reasonably necessary to accomplish the sale of the Property. Any actions taken in the name of the County prior to the effective date of this Ordinance with respect to the purchase of the Property are expressly ratified and confirmed.

**Section 3. Approval of Agreement.** County Council approves and ratifies the negotiation, preparation, execution and delivery of the Agreement, the final form, terms and provisions of which shall be finally approved by the County Council Chair, the County Administrator or the Director of Economic Development, as appropriate, following receipt of advice from counsel to the County, with the execution of the Agreement by the County Council Chair or the County Administrator to constitute evidence of the final approval thereof.

**Section 4. Further Acts.** County Council authorizes the County Council Chair, the County Administrator, or the Director of Economic Development, as appropriate, following receipt of advice from counsel to the County, to take such further acts and negotiate, approve and execute whatever further instruments on behalf of the County as deemed necessary, desirable or appropriate to effect the transactions described in this Ordinance.

**Section 5. General Repealer.** Any ordinance, resolution, or other order of County Council, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 6. Effectiveness.** This Ordinance is effective after third reading and a public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

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Chairman of County Council

(SEAL)  
ATTEST:

---

Clerk to County Council

READINGS:

First Reading:       December 14, 2021  
Second Reading:  
Public Hearing:  
Third Reading:

**EXHIBIT A**

**FORM OF PURCHASE AND SALE AGREEMENT**



STATE OF SOUTH CAROLINA             )  
   )  
COUNTY OF RICHLAND             )

**AGREEMENT OF SALE**

THIS AGREEMENT OF SALE (the “*Agreement*”) is made and entered into as of the \_\_\_\_ day of November, 2021 (“*Effective Date*”), by and between **RICHLAND COUNTY, SOUTH CAROLINA (“*Seller*”)** and **ARROWROCK INCOME & GROWTH FUND III, LP (“*Buyer*”)**.

**WITNESSETH:**

1. Agreement to Sell and Purchase. For and in consideration of the Earnest Money (as defined below) paid by Buyer to Escrow Agent (as defined below), the mutual covenants and agreements contained herein, including without limitation payment of the Purchase Price at the Closing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller and Buyer, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, subject to and in accordance with all of the terms and conditions of this Agreement, the Property (as defined below).

2. Property. The land subject to this Agreement (the “*Land*”), containing approximately 34 acres and located on **Longwood Road** in Richland County, South Carolina known as Parcel # \_\_\_\_\_ and more particularly shown on **Exhibit A** attached hereto and made a part hereof, with each parcel of property including all improvements (the “*Improvements*”), structures, fixtures, plants, shrubs and trees located on such parcel, and being together with all easements or licenses benefitting the Land; all development rights, air rights, wind rights, water, water rights, riparian rights, and water stock relating to the Land; and all other rights, benefits, licenses, interests, privileges, easements, tenements and hereditaments appurtenant to the Land (including any after acquired title or reversion in and to the same) or used in connection with the beneficial use and enjoyment of the Land or in anywise appertaining to the Land thereunto belonging to such parcel (the “*Appurtenances*”) and all governmental permits, entitlements, licenses and approvals, and any development rights (the “*Intangible Property*”). The “*Property*” shall mean, collectively, (a) the Land, (b) any Improvements thereon, (c) the Appurtenances appertaining thereto, and (d) the Intangible Property.

3. Earnest Money. Within three (3) business days of the Effective Date, Buyer shall deliver to a title company selected by Buyer (“*Escrow Agent*”) the sum of One Hundred Thousand Dollars (\$100,000.00) (“*Initial Earnest Money*”). In the event that Buyer delivers a Notice to Proceed in accordance with Section 9(a), Buyer shall within three (3) business days of delivery of such Notice to Proceed deliver to the Escrow Agent an additional sum of One Hundred Thousand Dollars (\$100,000.00) (“*Additional Earnest Money*” and together with the Initial Earnest Money, the “*Earnest Money*”). At the time of deposit of the Additional Earnest Money, all Earnest Money shall be non-refundable to Buyer other than in a circumstance of Seller default under Section 15(b). If the Earnest Money is deposited into an interest-bearing account at the direction of Buyer, all interest shall accrue to the benefit of Buyer. At Closing, the Earnest Money shall be credited against the Purchase Price and disbursed to Seller. All other matters relating to the escrow of the Earnest Money shall be governed by Section 30 herein.

4. Purchase Price; Method of Payment. The purchase price for the Property, hereinafter called the “*Purchase Price*”, shall be equal to Ten Thousand and 00/100 Dollars (\$10,000.00) per acre of the Property, as determined by the Survey (as defined below). Subject to any adjustments provided for herein, Buyer shall pay at Closing (as defined below) the balance of the Purchase Price remaining after application of the Earnest Money and any applicable prorations by certified, cashier’s or wired funds.

5. Closing. In the event that Buyer delivers a Notice to Proceed, the closing of the purchase and sale of the Property ("**Closing**") will be held via an escrow (the "**Escrow**") facilitated by Escrow Agent on any date selected by Buyer ("**Closing Date**") which is on or before that date which is sixty (60) days following the expiration of the Due Diligence Period. Notwithstanding the foregoing, if the date that is sixty (60) days following the expiration of the Due Diligence Period is not a business day, the Closing Date, unless otherwise mutually agreed by the parties, will be extended to the next business day. Further, the Closing Date may be further extended to accommodate any period specified in Section 7 or Section 8 with respect to Title Objections or Survey Objections.

6. Prorations and Adjustments to Purchase Price; Tax Incentives. The following prorations and adjustments shall be made between Buyer and Seller at Closing, or thereafter if Buyer and Seller shall agree, with respect to the Purchase Price:

(a) All city, state and county real estate taxes, ad valorem taxes (other than rollback taxes) and similar impositions levied or imposed upon or assessed against the Property, if any (hereinafter called the "**Impositions**") for the year in which Closing occurs shall be prorated as of the Closing Date. Seller shall be exclusively responsible for the payment of any rollback taxes applicable to the Property, if any. In the event Impositions are not applicable to the Property on the date of Closing, no proration shall be applicable. In the event the Impositions for such year are not determinable at the time of Closing, said Impositions shall be prorated on the basis of the best available information, and the parties shall re-prorate the Impositions for such year promptly upon the receipt of the imposition bills for such year and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount of the Impositions used as a basis for the proration at Closing and the actual amount of the Impositions for such year. In the event any of the Impositions are due and payable at the time of Closing, the same shall be paid at Closing. If the Impositions are not paid at Closing, Buyer shall be responsible for payment in full of the Impositions within the time fixed for payment thereof and before the same shall become delinquent. Seller shall deliver to Buyer the bills for the Impositions promptly upon receipt thereof.

(b) Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date.

(c) Seller shall utilize good faith efforts to have approved for the Buyer a fee-in-lieu of tax arrangement with a millage locked at 6%.

7. Title.

(a) Buyer may, at Buyer's expense and prior to the end of the Inspection Period, examine the title to the Property and shall give Seller written notice of any objections which are unacceptable to Buyer (each a "**Title Objection**"), and Seller shall, within ten (10) days after receipt of such Title Objection, elect by written notice to Buyer to either (i) at Seller's sole cost and expense, take such actions as may be necessary to correct such of said objections as Buyer specifies in said notice, or (ii) decline to correct such objections. The failure of Seller to give Buyer notice of Seller's selection shall be deemed to be an election of (ii) above. In the event Seller elects to correct less than all of such objections or elects option (ii) above, then, at the option of Buyer, Buyer may, as its sole and exclusive remedies: (1) terminate this Agreement, in which event the Earnest Money shall be refunded to Buyer promptly upon request and thereafter all obligations of the parties under this Agreement shall expire, and except as expressly set forth herein to the contrary, this Agreement shall be of no further force or effect; (2) extend the period of time in which Seller has to cure the Title Objections, for a period not to exceed thirty (30) days, with the Closing Date extended for a corresponding period, until Seller has satisfied such Title Objection and Seller agrees to use its best efforts to satisfy any such Title Objection; or (3) waive the Title Objection. At any time prior to the Closing Date, Buyer may update title to the Property, and if any matters of title have arisen since the date of the

Buyer's initial title examination, Buyer shall give written notice to Seller of the same, and the same provisions shall apply with respect to the obligations of Seller and Buyer's rights and remedies in the event that Seller does not cure the Title Objections. If Buyer fails to give notice of its election to terminate this Agreement as a result of any Title Objection or any Survey Objection within ten (10) days of Seller's failure or refusal to cure any Title Objection or Survey Objection, for any reason whatsoever, Buyer's right to terminate this Agreement under this Section 7 or under Section 8 of this Agreement shall expire and any Title Objections (excluding Monetary Encumbrances as defined below) and Survey Objections shall be deemed to be "**Permitted Exceptions**". Moreover, any matter disclosed on title or the Survey (or any update of either obtained by Buyer) to which Buyer does not timely raise a Title Objection (excluding Monetary Encumbrances) or a Survey Objection or which are approved by Buyer, and any Title Objection and/or Survey Objection that is waived or deemed to have been waived by Buyer, shall be deemed to be a "**Permitted Exception**".

(b) Any mortgage, lien, judgment, or other claim in a liquidated amount which constitutes an encumbrance on title to the Property (the "**Monetary Encumbrances**") (whether or not the same is disclosed by the title examination or listed in any notice of title objection by Buyer) shall not in any event be a Permitted Exception hereunder, but such claim shall be paid, bonded or insured by Seller to the satisfaction of the Buyer and Escrow Agent (in its capacity as title insurer).

(c) Except as provided hereinafter, from and after the Effective Date of this Agreement through Closing, Seller shall not mortgage or otherwise encumber the Property, or take any action or permit any happening that would interfere with the transaction contemplated by this Agreement, including granting or imposing any timber rights or deeds, clearing of timber, easements, warranty, conditions or restrictions with respect to the Property without obtaining Buyer's consent, which shall be granted or withheld in Buyer's discretion.

(d) Seller shall promptly notify Buyer of any substantive or material change in any condition with respect to the Property or of the occurrence of any event or circumstance which makes any representation or warranty of Seller to Buyer under this Agreement untrue or misleading in any material respect, or any covenant of Seller under this Agreement incapable of being performed, it being understood that the Seller's obligation to provide notice to Buyer under this subsection shall in no way relieve Seller of any liability for a breach by Seller of any of its representations, warranties or covenants under this Agreement. In the event of any of the foregoing, Buyer shall have the right to terminate this Agreement in accordance with its terms and pursue its remedies under Section 15(b) herein in the event of a breach by Seller.

## 8. Survey.

(a) Buyer shall, at its cost and expense, obtain a survey of the Property ("**Survey**") prepared by a surveyor registered and licensed in the State of South Carolina and deliver a copy thereof to Seller promptly after receipt, and in no event later than fifteen (15) days prior to expiration of the Inspection Period. Such survey shall be signed and certified by the surveyor. Subject to Seller's reasonable approval of the Survey, the Survey shall be recorded in the real estate records of Richland County, South Carolina, and the legal description of the Property set forth in the Deed (as defined herein) to be delivered by Seller at Closing shall be based upon and shall conform to the Survey. The Purchase Price shall be determined based on the acreage in the Survey, once approved by both parties.

(b) Buyer shall, prior to the end of the Inspection Period, give Seller written notice pursuant to this Agreement if Buyer objects to any specific matters which are unacceptable to Buyer as shown on said Survey (each a "**Survey Objection**"), and Seller shall, within ten (10) days after Buyer has received notice, elect by written notice to Buyer to either (i) at Seller's sole cost and expense, take such actions as may

be necessary to correct such of said objections as Buyer specifies in said notice, or (ii) decline to correct such objections. The failure of Seller to give Buyer notice of Seller's selection shall be deemed to be an election of (ii) above. In the event Seller elects to correct less than all of such objections or elects option (ii) above, Buyer shall have ten (10) days after receipt of Seller's notice, as its sole and exclusive remedies, to elect either to (1) proceed with this Agreement and waive the Survey Objection which Seller has elected not to correct, or (2) terminate this Agreement and receive a refund of the Earnest Money. The failure by Buyer to give Seller notice of Buyer's election shall be deemed to be an election of option (2) above.

9. Investigation of the Property.

(a) Buyer shall have until **one hundred twenty (120)** days after the Effective Date, herein called the "**Inspection Period**", in which to examine and investigate the Property, and to determine whether the Property is suitable and satisfactory to Buyer. Buyer shall have the option to extend the Inspection Period for one thirty (30) day period by providing written notice to Seller prior to the 120<sup>th</sup> day following the Effective Date (the "**Inspection Period Extension**"). Upon such Inspection Period Extension, a Fifty Thousand Dollar (\$50,000.00) portion of the Earnest Money shall become automatically non-refundable to Buyer except in the event of a Seller default. In the event that Buyer shall determine, in Buyer's sole and absolute judgment and discretion, that the Property is in any manner unsuitable or unsatisfactory to Buyer for any reason or no reason, Buyer shall have the right, at Buyer's option, to terminate this Agreement by giving written notice thereof to Seller on or before 5:00 p.m. Eastern Standard Time on the last day of the Inspection Period, in which event the full amount of the Earnest Money shall be refunded to Buyer immediately upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void except those rights and obligations that expressly survive the termination of this Agreement. If on or before 5:00 p.m. Eastern Standard Time on the last day of the Inspection Period, Buyer has not provided notice to Seller of its election to proceed to Closing, this Agreement shall be deemed terminated by Buyer, in which event the full amount of the Earnest Money shall be refunded to Buyer immediately upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void except those rights and obligations that expressly survive the termination of this Agreement.

If Buyer does elect to proceed to Closing, it shall deliver notice to Seller of such election on or before 5:00 p.m. Eastern Standard Time on the last day of the Inspection Period ("**Notice to Proceed**"), and within three (3) business days of the date of the Notice to Proceed deliver to the Escrow Agent the Additional Earnest Money (as defined in Section 3 above).

(b) Between the Effective Date hereof and the Closing Date, Buyer and Buyer's agents and designees shall have the right to enter the Property for the purposes of inspecting the Property and making surveys, mechanical and structural engineering studies, and any other investigations and inspections as Buyer may reasonably require to assess the condition of the Property including without limitation customary environmental inspections and subsurface soil tests; *provided, however*, that (i) Buyer shall not be entitled to conduct any environmental investigations on the Property beyond a Phase I environmental site assessment (*i.e.*, no sampling, drilling, etc.) without the prior written consent of Seller, such consent not to be unreasonably withheld provided the Phase I environmental report recommends additional testing, and (ii) such activities by or on behalf of Buyer shall not damage the Property and shall not materially interfere with Seller's normal ownership activities conducted on or from the Property. Buyer hereby agrees to repair any damage to the Property resulting from or in connection with, and to restore the Property to as close to its original condition as is practicable following the exercise of Buyer's rights under this Agreement, which obligation shall survive the termination of this Agreement.

(c) Within three (3) days of the Effective Date, Seller will deliver to Buyer all information related to the Property that is in the actual possession of Seller (collectively, and together with

all other items delivered from Seller to Buyer, the "***Seller Deliveries***"). Seller makes no representation or warranty as to the accuracy or completeness of any of the Seller Deliveries, and Buyer acknowledges and agrees that all of the Seller Deliveries are provided to Buyer as a convenience only and that any reliance on or use of the Seller Deliveries shall be at the sole risk of Buyer.

(d) Buyer hereby agrees to reimburse Seller for all actual and direct claims, demands, actions, losses, costs, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees, costs of litigation and the cost and expense of removing or bonding over any liens affecting the Property) actually incurred by Seller by reason of the Buyer's exercise of the rights, duties and privileges granted to Buyer in this Section; provided, however, in no event shall Buyer be liable for any pre-existing environmental or physical conditions within the Property revealed by its investigations. The obligations of Buyer contained in the immediately preceding sentence shall expressly survive the Closing or any termination of this Agreement, in each case, for a period of one (1) year, and shall not be subject to the liquidated damage provisions of Section 13 hereof.

10. Proceedings at Closing. On the Closing Date, the Closing shall take place as follows:

(a) Subject to payment of the Purchase Price, Seller shall deliver to Buyer via the Escrow Agent the following documents and instruments, duly executed by or on behalf of Seller: (i) limited warranty deed, in recordable form, conveying the Property (the "***Deed***"); (ii) an Owner's Affidavit or similar certificate, in form and substance reasonably acceptable to Escrow Agent (in its capacity as title insurer), with respect to the Property; (iii) a certificate of Seller stating that Seller is not a "foreign person" under §1445 of the Internal Revenue Code, as amended, and applicable regulations; (iv) such other documents as may be reasonably required by Escrow Agent (in its capacity as title insurer) as a condition to insuring Buyer's title to the Property free of exceptions other than the Permitted Exceptions; (v) any seller's affidavits related to withholding taxes that are required by federal or state law, including without limitation an affidavit confirming that Seller is not a "Nonresident" of South Carolina and is therefore exempt from the withholding requirements of Section 12-9-310 of the Code of Laws of South Carolina; (vi) an affidavit in form and content acceptable to Buyer and Buyer's title insurance company that the Property does not constitute a majority of the assets of Seller; and (vii) such other items as may be reasonably requested by the Escrow Agent.

(b) Buyer shall deliver to Seller via the Escrow Agent the following funds, documents and instruments, duly executed on behalf of Buyer: (i) the Purchase Price in accordance with the terms of this Agreement; (ii) evidence in form and substance reasonably satisfactory to Seller that Buyer has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property; and (iii) such other items as may be reasonably requested by the Escrow Agent.

11. Costs of Closing.

(a) Seller shall pay Seller's attorneys' fees, applicable stamp taxes, excise taxes and recording and transfer taxes or fees payable in connection with the recordation of the Deed, a lien search fee, and other fees or charges of any kind or nature customarily paid by sellers in similar transactions in South Carolina.

(b) Buyer shall pay the commission to Buyer's Broker (as defined below), its attorney fees, the costs associated with any financing obtained by Buyer, Buyer's inspection costs, all costs and expenses associated with the preparation of the title commitment and the premium for the owner's policy of title insurance to be issued in favor of Buyer insuring Buyer's title to the Property, the cost of the Survey, all escrow fees and closing costs charged by the Escrow Agent, and the recording costs associated with the recording of the Deed.

(c) All other costs and expenses of the transaction contemplated hereby shall be borne by the party incurring the same.

12. Possession at Closing. Seller shall surrender possession of the Property to Buyer at Closing.

13. Warranties, Representations, Additional Covenants of Seller and Buyer.

(a) In order to induce Buyer to enter into this Agreement, Seller represents and warrants to Buyer as follows as of the Effective Date:

(i) That this Agreement has been duly authorized and executed on behalf of Seller and constitutes the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

(ii) There are no actions, suits or proceedings pending or, to Seller's actual knowledge without any duty to investigate, threatened against, by or affecting Seller which affect title to the Property or which question the validity or enforceability of this Agreement or of any action taken by Seller under this Agreement, in any court or before any governmental authority, domestic or foreign; and that there are no pending or, to Seller's actual knowledge without any duty to investigate, threatened or contemplated condemnation actions involving all or any portion of the Property; there are no contemplated actions or plans by any governmental entity: to close any public street adjoining the Property; to terminate, modify, or change any curb cut or street opening or any permit, license, or approval with respect to vehicular or pedestrian access between the Property and any adjoining public street; or to erect a median or similar barrier within any public street adjoining the Property that would restrict or limit access between the Property and such street. Seller agrees to furnish Buyer with a copy of any notice of any such proceeding, action, or assessment within five (5) days after receipt thereof. Seller has no knowledge of any third party (whether governmental or non-governmental) approval rights concerning the use or development of the Property.

(iii) That to Seller's actual knowledge without any duty to investigate, except as may be disclosed in the Seller Deliveries, the title commitment or the Survey, there are no storage tanks located on the Property, either above or below ground, or any underground pipes or lines on the Property, other than for utilities.

(iv) Seller has received no written notice and has no knowledge of the existence of any areas on the Property where hazardous substances or wastes have been generated, disposed of, released or found in violation of Environmental Law (defined below), and, to Seller's actual knowledge without any duty to investigate, except as may be disclosed in the Seller Deliveries, no hazardous substances or wastes have been generated, disposed of, released or found on the Property in violation of Environmental Law. For purposes of this Agreement, the term "hazardous substances or wastes" shall mean petroleum including crude oil or any fraction thereof, and any substance identified in CERCLA, FIFRA, RCRA or any other federal, state or other governmental legislation or ordinance identified by its terms as pertaining to the management, disposal or release of hazardous substances or wastes (collectively, "**Environmental Law**"). In the event Seller receives written notice of any such violations affecting the Property prior to Closing, Seller promptly shall notify Buyer thereof.

(v) Seller has not received any written notice from any municipal, county, state or other governmental authority, and has no actual knowledge without any duty to investigate, of any violations of any statutes, codes, ordinances, rules or regulations with respect to the Property.

(vi) Seller has received no written notice that any municipality or any governmental or quasi-governmental authority has determined that there are any violations of zoning, health, environmental or other statutes, ordinances or regulations affecting the Property, and Seller has no actual knowledge without duty to investigate of any such violations. In the event Seller receives written notice of any such violations affecting the Property prior to Closing, Seller promptly shall notify Buyer thereof.

(vii) Seller has entered into no agreement or lease, oral or written, that will be binding upon Buyer or the Property, and there are no tenants or other persons or entities on the Property claiming through Seller which will have a right of possession beyond the date of Closing.

(viii) Seller has good and marketable fee simple title to the Property, which is free and clear of all liens, defect and adverse encumbrances.

(ix) No person, firm or entity, other than Buyer, has any right to purchase or otherwise acquire the Property or any part thereof by, through or under Seller.

(b) Any reference to "Seller's actual knowledge" above shall be limited to the actual knowledge, without duty of investigation of Jeff Ruble, as the Director of Economic Development for Richland County, *provided however*, the foregoing representations and warranties are given by Seller only and not any individual. The obligation of Buyer that arises to purchase the Property at Closing and to perform under this Agreement shall be subject to the representations and warranties made by Seller in this Agreement being true in all material respects as of the date of this Agreement and as of the Closing Date (with Seller's delivery of the Deed being deemed certification that all representations and warranties are true in all material respects as of the Closing Date), and Seller having performed all covenants and obligations and complied with all conditions required of it by this Agreement. In the event any representation or warranty of Seller is untrue in any material respect as of the date of this Agreement or on the Closing Date, such event shall be deemed a Seller default hereunder entitling Buyer to any remedies available pursuant to Section 15(b) herein.

(c) In order to induce Seller to enter into this Agreement, Buyer represents and warrants to Seller as follows as of the Effective Date and again as of the Closing Date:

(ii) That this Agreement has been duly authorized and executed on behalf of Buyer and constitutes the valid and binding agreement of Buyer, enforceable against Buyer in accordance with its terms.

(iii) There are no actions, suits or proceedings pending or, to Buyer's actual knowledge without any duty to investigate, threatened against, by or affecting Buyer which question the validity or enforceability of this Agreement or of any action taken by Buyer under this Agreement, in any court or before any governmental authority, domestic or foreign.

(iii) That the execution and delivery of the documents and instruments to be executed and delivered by Buyer on the Closing Date, and the performance by Buyer of Buyer's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement, to the best of Buyer's knowledge, will not violate any contract, agreement or other instrument to which Buyer is a party, or any law, judicial order or judgment of any nature by which Buyer is bound.

(d) The obligation of Seller that arises to sell the Property at Closing and to perform under this Agreement shall be subject to the representations and warranties made by Buyer in this Agreement being true in all material respects as of the date of this Agreement and as of the Closing Date, and Buyer having performed all covenants and obligations and complied with all conditions required of it by this Agreement. In

the event any representation or warranty of Buyer is untrue in any material respect as of the date of this Agreement or on the Closing Date, such event shall be deemed a Buyer default hereunder entitling Seller to any remedies available pursuant to Section 15(a) herein

14. Disclaimer; AS IS. Subject to the express representations and warranties of Seller set forth in this Agreement and the Deed, it is understood and agreed that Seller is not making and has not at any time made any representations or warranties of any kind or character, expressed or implied, as to habitability, merchantability, or fitness for a particular purpose (other than the limited warranty of title to be set forth in the Deed). Subject to the express representations and warranties of Seller set forth in this Agreement and the Deed, Buyer acknowledges and agrees that upon closing, Seller shall sell and convey to Buyer and Buyer shall accept the property "AS IS, WHERE IS, WITH ALL FAULTS". Upon closing, Buyer shall assume the risk that adverse matters, including but not limited to, all manner of defects and adverse physical conditions, may not have been revealed by Buyer's investigations, and Buyer, upon closing, except in connection with any express representations and warranties of Seller made in this Agreement, shall be deemed to have waived, relinquished and released Seller (and Seller's members, managers, officers, directors, shareholders, employees and agents) from and against any and all claims, demands, causes of action (including, without limitation, causes of action in tort), losses, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and court costs) of any and every kind or character, known or unknown, which Buyer might have asserted or alleged against Seller (and Seller's members, managers, officers, directors, shareholders, employees and agents) at any time by reason of or arising out of any latent or patent defects, physical conditions, violations of any applicable laws or any and all other acts, omissions, events, circumstances or matters regarding the Property. Except as otherwise expressly provided in this Agreement, Buyer's acceptance of the Deed shall be deemed a discharge of all of the obligations of Seller hereunder and all of Seller's representations, warranties, covenants and agreements in this Agreement shall merge in the Deed and shall not survive the Closing, except and to the extent that, pursuant to the express provisions of this Agreement, any of such representations, warranties, covenants or agreements are to survive the Closing. Seller and Buyer acknowledge that the compensation to be paid to Seller for the Property reflects that the Property is being sold subject to the provisions of this Section. Notwithstanding any provisions to the contrary herein, the provisions of this paragraph shall not release seller from liability for: (a) any damages, claims, liabilities or obligations arising out of or in connection with a breach of (or failure to comply with) any covenant, representation or warranty of Seller set forth in this agreement or any of the Closing documents executed by Seller pursuant to this agreement; or (b) Seller's intentional, active fraud or fraudulent concealment. Seller and Buyer agree that the provisions of this Section shall survive Closing.

15. Remedies

(a) Buyer Default. Provided that Seller is not in default under this Agreement, if the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Buyer under this Agreement and such default is not cured within ten (10) days after written notice by Seller to Buyer specifying the default (except for Buyer's obligation to close timely, or to timely deliver the documents and/or funds required to be delivered by Buyer under Section 10 of this Agreement, for which there shall be no notice and cure opportunity), then Seller may terminate this Agreement by written notice to Buyer, in which event the Earnest Money shall be retained by Seller as full liquidated damages for such default, and this Agreement shall be deemed null and void and of no further force or effect, and no party hereto shall have any further rights, obligations or liabilities hereunder (except for those rights and obligations that expressly survive termination hereof). The parties acknowledge that Seller's actual damages in the event of a default by Buyer under this Agreement will be difficult to ascertain, and that such liquidated damages represent the parties' best estimate of such damages. The parties expressly acknowledge that the foregoing liquidated damages are not intended as a penalty. Such retention of the Earnest Money shall be the sole and exclusive remedy of Seller by reason



of a default by Buyer under this Agreement, and Seller hereby waives and releases any right to sue Buyer, and hereby covenants not to sue Buyer, for specific performance of this Agreement or to prove that Seller's actual damages exceed the amount which is herein provided to Seller as full liquidated damages.

(b) Seller Default. Provided that Buyer is not in default under this Agreement, if the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Seller under this Agreement, and such default is not cured within ten (10) days after written notice by Buyer to Seller specifying the default (except for Seller's obligation to close timely, or to timely deliver the documents required to be delivered by Seller under Section 10 of this Agreement, for which there shall be no notice and cure opportunity), then Buyer shall be entitled, as its sole and exclusive remedies hereunder, to either (i) terminate this Agreement by giving written notice of strict termination to Seller whereupon the Earnest Money shall be returned to Buyer, Seller shall reimburse Buyer all of Buyer's out-of-pocket expenses incurred in connection with this Agreement and Buyer's intended acquisition and development of the Property (such reimbursement in no event to exceed \$25,000), and this Agreement shall be deemed null and void and of no further force or effect, and no party hereto shall have any further rights, obligations or liabilities hereunder (except for those rights and obligations that expressly survive termination hereof), or (ii) seek specific performance of this Agreement. In no event shall Seller be liable to Buyer for any punitive, speculative or consequential damages. Buyer shall be deemed to have elected to terminate this Agreement if Buyer fails to file suit for specific performance against Seller in a court having jurisdiction in the county and state in which the Property is located, on or before the date that is 90 days following the date upon which the Closing was to have occurred.

16. Condemnation. In the event of the taking of all or any portion of the Property by eminent domain proceedings, or the commencement or bona fide threat of the commencement of any such proceedings, prior to Closing, Buyer shall have the right at Buyer's option, to terminate this Agreement by giving written notice thereof to Seller prior to Closing, in which event the Earnest Money, including any non-refundable portions, shall be refunded to Buyer promptly upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. If Buyer does not so terminate this Agreement, Seller shall assign to Buyer at Closing all rights of Seller in and to any awards or other proceeds paid or payable thereafter by reason of any taking. Seller shall notify Buyer of eminent domain proceedings within five (5) days after Seller learns thereof.

17. Assignment. Other than assignment to an affiliate entity controlled by or under common control with Buyer, including a newly formed entity of which a majority is owned by partners of Buyer, which shall not require Seller's consent, this Agreement may not be assigned by Buyer without prior written consent of Seller. This Agreement shall not be assigned by Seller.

18. Parties. This Agreement shall be binding upon, enforceable against, and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

19. Brokers. Buyer warrants and represents to the Seller that Buyer shall be responsible for payment of all brokerage commissions or fees payable to **National Land Realty** (the "**Buyer's Broker**") and shall indemnify Seller from and against any claims made by such party. Other than Buyer's Broker, each party represents and warrants to the other that it has not dealt with any other real estate brokers who may claim a fee or commission in connection with the transactions contemplated hereby as a result of such party's acts, and each party agrees to indemnify and hold the other harmless against any such claim made by any broker claiming by, through or under such party. The indemnity obligation contained in this Section 19 shall expressly survive the Closing or any termination of this Agreement.

20. Survival. All of the representations, covenants and warranties of the parties in this Agreement shall survive the consummation of the purchase and sale of the Property on the Closing Date for one (1) year.

21. Modification. This Agreement supersedes all prior discussions and agreements between Buyer and Seller with respect to the purchase and sale of the Property and other matters contained herein, and contains the sole and entire understanding between Buyer and Seller with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Seller and Buyer.

22. Applicable Law; Waiver of Jury Trial. This Agreement shall be governed construed under and interpreted and enforced in accordance with the laws of the State of South Carolina and any litigation hereunder shall be conducted in state or federal court in South Carolina. The parties hereto waive trial by jury in any action, proceeding or counterclaim arising out of this Agreement.

23. Time. Time is and shall be of the essence of this Agreement.

24. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

25. Exhibits. Each and every exhibit referred to or otherwise mentioned in this Agreement is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

26. Notices. All notices, elections and communications permitted or required hereunder shall be in writing, signed by the party making the same, and shall be delivered personally, sent by reputable overnight delivery service or by registered or certified mail, return receipt requested, at the addresses set forth below, or by a PDF or similar attachment to an email. The date of such notice or communication shall be the date of personal delivery, signed receipt for overnight delivery, mailing as the case may be, for email, the day of actual delivery (whether accepted or refused), provided that if any notice or other communication to be delivered by email attachment as provided above cannot be transmitted because of a problem affecting the receiving party's computer, unless otherwise specified herein; provided, however, that if such actual delivery occurs after 5:00 p.m. (CST where received) or on a non business day, then such notice or communication so made shall be deemed effective on the first business day after the day of actual delivery. In the event any date on which any notice or election is required to be made hereunder falls on Saturday, Sunday or federal, state or county holiday, then, the date on which such notice is required to be given or made hereunder shall, for all purposes, be deemed to be the next following business day.

Buyer: c/o Summit Real Estate  
135 N. Meramec Ave, Ste. 600  
St. Louis, MO 63105  
Attention: Mark Billeaud, Partner  
Telephone: 314-503-6023  
Email: mbilleaud@summitstl.com

With a copy to: Lewis Rice LLC  
600 Washington Avenue, Suite 2500  
St. Louis, Missouri 63101  
Attn: Missy McCoy  
Telephone: (314) 444-1350  
Email: mmccoy@lewisrice.com

Seller: Richland County, South Carolina

2020 Hampton Street  
Columbia, South Carolina 29201  
Attn: County Administrator  
Phone: 803.576.2054  
Email: \_\_\_\_\_  
Richland County, South Carolina  
Economic Development Office  
1201 Main Street, Suite 1110  
Columbia, South Carolina 29201  
Attn: Jeff Ruble  
Email: \_\_\_\_\_

With a copy to: Parker Poe Adams & Bernstein LLP  
1221 Main Street, Suite 1100  
Columbia, South Carolina 29201  
Attn: Todd Haynie  
Phone 803.255.8000  
Email: \_\_\_\_\_

27. Unified Transaction. Notwithstanding anything else set forth herein that might appear to be to the contrary, under no circumstances whatsoever may either Seller or Buyer compel the other to consummate the transactions described herein with respect to less than all of the Property. Seller and Buyer hereby acknowledge and agree that this Agreement is not intended to have any conditions or other provisions that would permit either party to partially terminate this Agreement with respect to only part of the Property. Accordingly, either all of the Property or none of the Property must be transferred at the Closing.

28. Counterparts, Separate Signature Pages and Electronic Signatures. This Agreement may be executed in several counterparts and by separate signature pages, each of which may be deemed an original, and all such counterparts and separate signature pages together shall constitute one and the same Agreement. Furthermore, executed counterparts of this Agreement may be delivered by facsimile or other reliable electronic means (including emails of pdf documents), and such facsimile or other electronic transmission shall be valid and binding for all purposes.

29. General Agreements. The failure of either party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with such term, condition, or covenant. In the event that any date described in this Agreement for the performance of an action required hereunder by Seller, Buyer and/or the Escrow Agent falls on a Saturday, Sunday or federal legal holiday, such date shall be deemed postponed until the next business day thereafter. As used in this Agreement, the term "business day" means a day that is not a Saturday, Sunday or federal legal holiday.

30. Escrow of Earnest Money. The Earnest Money shall be held in escrow (the "**EM Escrow**") by Escrow Agent subject to the terms and provisions of this Agreement. If the EM Escrow shall be terminated by the mutual agreement of Seller and Buyer or if the Escrow Agent shall be unable to determine at any time to whom the Earnest Money should be paid or if a dispute should develop between Seller and Buyer concerning to whom the Earnest Money should be paid, then in any such event, the Escrow Agent shall pay the same in accordance with the joint written instructions of Seller and Buyer. In the event that such written instructions shall not be received by the Escrow Agent within ten (10) days after the Escrow Agent shall have served written requests for instructions upon Seller and Buyer, the said Escrow Agent shall have the right to pay all or any portion of the Earnest Money into any state or federal court located in Richland County, South Carolina and interplead Seller and Buyer in respect thereof, and thereafter the Escrow Agent shall be discharged of any

obligations in connection with the Earnest Money. If costs and expenses (including attorneys' fees) are incurred by the Escrow Agent because of litigation or dispute between Seller and Buyer arising out of the holding of said funds, the non-prevailing party (i.e., either Seller or Buyer) shall pay the Escrow Agent such reasonable costs and expenses incurred. Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding or investment of the Earnest Money held in EM Escrow pursuant hereto except for negligence or willful misconduct; that the Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this EM Escrow; and that in the event of any dispute under this EM Escrow, the Escrow Agent may seek advice from its own counsel and shall be fully protected in any action taken in good faith in accordance with the opinion of counsel. The Escrow Agent's address for purposes of mailing or delivery of documents and notices is as follows:

First American Title Insurance Company  
Attn: Josh Cohen  
182 Maryland Ave, Suite 400  
Clayton, Missouri 63105  
E-mail: [jjcohen@firstam.com](mailto:jjcohen@firstam.com)  
Direct: (314) 898-1639

Provisions with respect to notices as otherwise set forth in this Agreement shall apply with respect to matters pertaining to this EM Escrow

*Signature page to follow.*

IN WITNESS WHEREOF, the Seller has caused this Agreement to be executed by its duly authorized officer effective as of the Effective Date set forth above.

**SELLER:**

**Richland County, South Carolina**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND**

**ACKNOWLEDGMENT**

I, \_\_\_\_\_, Notary Public, certify that \_\_\_\_\_, **as**  
\_\_\_\_\_ **of Richland County, South Carolina**, personally came before me this day and voluntarily executed the foregoing as his/her act and deed.

Witness my hand and official seal,  
this the \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public for South Carolina

My Commission Expires \_\_\_\_\_

IN WITNESS WHEREOF, the Buyer has caused this Agreement to be executed by its duly authorized officer effective as of the Effective Date set forth above.

**BUYER:**

**ARROWROCK INCOME & GROWTH FUND III, LP**

By: Arrowrock Income & Growth Fund III GP, LLC,  
a Delaware limited liability company,  
its general partner

By: Summit Realty Ventures, LLC,  
a Missouri limited liability company,  
its sole member

By Summit Real Estate Group  
its Managing Member

By: \_\_\_\_\_  
Name: L. Mark Billeaud  
Title: Co-Managing Member

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

**ACKNOWLEDGMENT**

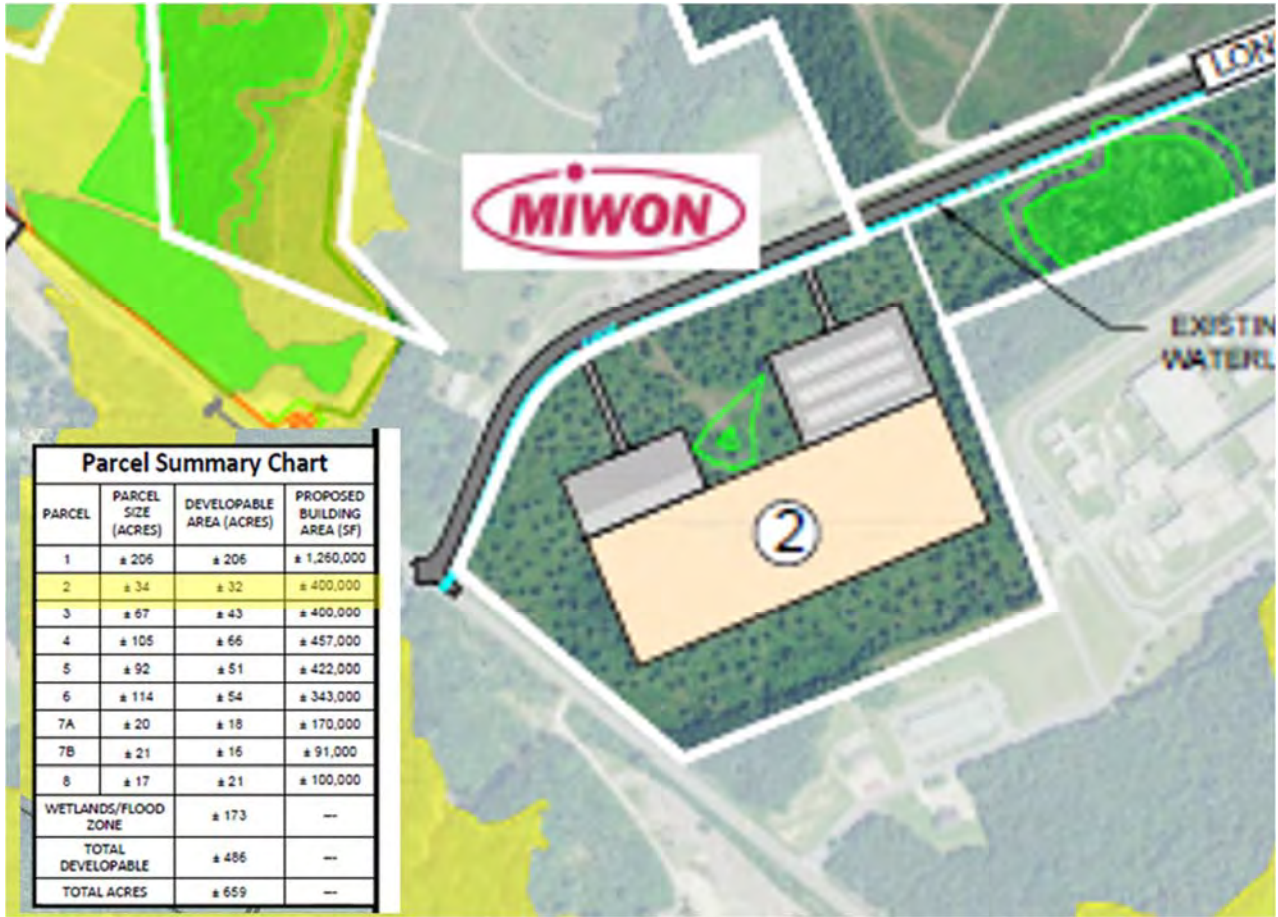
I, \_\_\_\_\_, Notary Public, certify that L. Mark Billeaud, as Co-Managing Member of Summit Real Estate Group, the Managing Member of Summit Realty Ventures, LLC, the sole member of Arrowrock Income & Growth Fund III GP, LLC, the general partner of **ARROWROCK INCOME & GROWTH FUND III, LP**, personally came before me this day and voluntarily executed the foregoing as his/her act and deed.

Witness my hand and official seal,  
this the \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**EXHIBIT "A"**



June 15  
35



**APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION**

**Applicant MUST reside in Richland County.**

Name: Stacey V. Brennan, MD

Home Address: 207 King Street, Columbia, SC 29205

Telephone: (home) cell: 803-331-3763 (work) 615-782-4662

Office Address: Work from Home

Email Address: max\_field@msn.com (personal) or stacey.brennan@cgsadmin.com (work)

Educational Background: BA, Penn State; MD, University of Pittsburgh; Residency, Richland Memorial Hospital – USC School of Medicine

Professional Background: Family Physician and Medicare Contractor Medical Director; Chief Medical Officer, Jurisdiction B DME Contract, CGS Administrators, LLC

Male D Female X Age: 18-25 D 26-50 D Over 50 X

Name of Committee in which interested: Richland Memorial Hospital Board of Trustees

Reason for interest: Please see attachment

Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission:

As a family physician trained at RMH and Richland County resident since 1978, I possess understanding and experience that would benefit the membership of the Board of Trustees. I chose to live in Richland County out of anywhere in the US at the threshold of

my medical career, and have remained loyal to and supportive of all that Richland Memorial has brought to my community. I am quite familiar with the outreach and mission of this hospital. As well, since leaving private practice, my years working with commercial insurers, SC Medicaid and Medicare have given me special perspectives which I may offer in my interactions with the other members of the Board.

Presently serve on any County Committee, Board or Commission? No.

Any other information you wish to give? Please see my attached resume.

Recommended by Council Member(s): Allison Terracio

Hours willing to commit each month: As needed

**CONFLICT OF INTEREST POLICY**

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.



Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes \_\_\_\_\_ No X \_\_\_\_\_

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes \_\_\_\_\_ No X \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
Applicant's Signature

03/01/2021  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

**One form must be submitted for each Committee, Board or Commission on which you wish to serve.**

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>3/4/21</u>	Received by: <u>John</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved 137 <input checked="" type="checkbox"/> Denied <input type="checkbox"/> On file	

## Reason for my interest in serving on the Richland Memorial Hospital Board of Trustees

Stacey V. Brennan MD

As a medical student in the mid 70's, I was directly involved in remarkable changes in the delivery of health care in the US. During this time, there were major life-saving improvements, including the initiation of the CT scan, the coronary artery bypass graft operation and the invention of H2 antagonists (i.e., cimetidine). As well, health care became a right, and was no longer considered a privilege. Next, the importance of the primary care physician came to the forefront of the nation with the organization of the American Academy of Family Practice and the initiation of Family Medicine Residencies. Richland Memorial Hospital (RMH) offered one of the country's finest and first family medicine residencies, and was a part of a state-wide network which received significant funding by the legislature. I matched with the residency here, and with my husband who sought a career in architecture, drove in the heat of June to Columbia, at the time an "all-American city". At the time, RMH had combined with the USC School of Medicine to educate students and residents of many specialties. Some of the best teachers in medicine and surgery were and still are here, and I met many dedicated employees - nurses, administrators, therapists and support people – then, and such dedicated essential workers are here still. RMH has changed its name as a result of associations necessary to survive, but has not changed in its mission to provide the best health care to all of the residents, young and old, of Richland County. For 17 years after I graduated from my residency, I admitted my patients to Richland Memorial, received newborns to my practice from there, met my patients in the ER at night, referred patients to specialists on staff, and supported the hospital with my time serving in the department of family medicine. I have missed it since I have been working in administrative medicine. Now it is time for me to "pay back" those who gave me their time and expertise which led to my successful and satisfying career.

## **Stacey Van Pelt Brennan, MD, FAAFP**

207 King Street, Columbia, SC 29205

Cell 803-331-3763

Work 615-782-4662

[max\\_field@msn.com](mailto:max_field@msn.com) or [stacey.brennan@cgsadmin.com](mailto:stacey.brennan@cgsadmin.com)

### **Industry Experience**

I have been a physician for over 40 years, with 22 years of experience as a medical director. Most recently, I have been the DME MAC Jurisdiction B Medical Director (DMD) for CGS Administrators, LLC (CGS), a subsidiary of Blue Cross Blue Shield of South Carolina, since July 2016.

My current responsibilities as a DMD include authoring new or modifying existing durable medical equipment and prosthetics, orthotics and supplies (DMEPOS) Local Coverage Determinations (LCDs) for Fee for Service Medicare beneficiaries under The Centers for Medicare and Medicaid Services (CMS). I also provide policy interpretation and coverage determinations as determined based upon LCDs, National Coverage Determinations (NCDs) and Manuals/Laws for suppliers, providers and internal associates. I participate in correct coding of devices as well as pricing determinations. The Jurisdiction B DME contract pays claims for over 6.5 million beneficiaries residing in seven Midwestern states. Although I work remotely from my home in Columbia, SC, my corporate office is in Nashville, Tennessee.

### **Past Experience in Government Programs**

Prior to joining CGS Administrators, I served in the same role for National Government Services, a subsidiary of Anthem from 2010 until 2016. From November 2009 to December 2010, I served as the medical director in the State Sponsored Business Division for WellPoint (Anthem) in Managed Care Medicaid where I was the West Virginia (Unicare) and South Carolina (BlueChoice Medicaid) Medical Director, working in medical management for their Medicaid enrollees.

My work with Medicare contracts started in 2004 when I served as the Medicare Region C DMERC DMD. At the same time, I assumed the role (part-time) as the Medical Director of InStil Health Insurance Company, which oversaw Medicare Advantage (Part C) and Part D Plan products and a Tricare Management Activity contract acting under Humana, all while employed at PalmettoGBA in Columbia. After this contract in DMEPOS ended, I served as Contractor Medical Director of the QIC West Part B/DME for fourteen months (an appeals contractor for CMS). In 2006, I moved to the Medicare Part A and RHHI contract for the Fiscal Intermediary, PalmettoGBA, overseeing Part A (mostly hospital) medical policies for NC and SC, home health and hospice.

### **Past Experience in Managed Care**

I left private practice in 1998 to serve full time as the Medical Director of HMO Blue, and later as the State of South Carolina Employees Health Plan and Federal Employees Plan Medical Director for South Carolina, until 2004.

## **Stacey Van Pelt Brennan, MD, FAAFP**

207 King Street, Columbia, SC 29205

Cell 803-331-3763

Work 615-782-4662

[max\\_field@msn.com](mailto:max_field@msn.com) or [stacey.brennan@cgsadmin.com](mailto:stacey.brennan@cgsadmin.com)

### **Education and Training**

#### **Bachelor of General Arts and Science, cum Laude**

The Pennsylvania State University, 1974

#### **Medical Doctorate**

University of Pittsburgh School of Medicine, 1978

#### **Family Practice Residency, Richland Memorial Hospital**

Affiliated with the University of South Carolina School of Medicine, 1978-1981

Chief Medical Resident, 1981

#### **Board Certification, American Board of Family Medicine**

Initial 1981; Recertified 1987, 1993, 1999, 2005, 2012

Fellow, American Academy of Family Medicine

**Licensure:** Active standing as Medical Doctor with the Board of Medical Examiners, the State of South Carolina, since 1979. License number is SC9300. NPI is 1609996727.

### **Other career experiences:**

#### **Baptist Home Care of South Carolina**

##### **Medical Director, Home Health Agency**

1992-1996

#### **South Carolina Episcopal Home at Still Hopes, and Brian Center**

##### **Medical Director of Skilled Nursing Facilities**

1989-1991

#### **College Physician and Clinic Director, Columbia College**

1981-2002

#### **Private Practice locations, South Carolina 1981-1998**

Baptist Physician Partners, 1333 Taylor St, Columbia, SC 29201

Harbison Medical Associates, Columbia, SC 29212

Family Practice Associates of Columbia, Two Notch Rd., Columbia, SC 29223

Dept. of Family Medicine, Richland Memorial Hospital Family Practice Center, Columbia, SC 29203

Springwood Lake Family Practice Center, Columbia, SC 29223

## **Stacey Van Pelt Brennan, MD, FAAFP**

207 King Street, Columbia, SC 29205

Cell 803-331-3763

Work 615-782-4662

[max\\_field@msn.com](mailto:max_field@msn.com) or [stacey.brennan@cgsadmin.com](mailto:stacey.brennan@cgsadmin.com)

### **Professional Memberships**

- SC Academy of Family Physicians
- American Academy of Family Physicians
- Columbia Medical Society

### **Professional and Community Activities**

- SC Academy of Family Physicians; Committee on Legislation and Government, 1998-2007, 2010, 2020-; Membership Committee, 1990-1995; Chair, Committee on Minority Health, 1986-1988
- Columbia Medical Society; Executive Committee Member, 1995-1998, 2008-2015; Secretary, 2009-2011, Vice President, 1996
- SC Medical Association CME Committee, 1998-2004, 2007- 2009.
- Baptist Medical Center of Columbia; Departmental Vice Chief or Chief, 1992-1998
- Richland Memorial Hospital, Columbia; Family Practice Clinical Department, Chair, 1986-1987
- SC Medical Care Foundation; Family Practice Peer Review Committee, 1984-1990
- Volunteer Physician, Columbia Free Medical Clinic, and organizing founder.
- Richland County School District I, Health Education Advisory Committee, 1988 – 1996, 1999– 2002; Medical Advisory Committee, 1996 – 1998.
- Member, Board of Directors, Children’s Chance (advocacy group for children with cancer), November 2000 - 2002
- Member, Board of Directors, Adoption Center of South Carolina, Inc., 1993 – 1996
- Board Member, AIDS Benefit Foundation, 2000-2004
- Chair, School Improvement Council, Dreher High School, 2000 – 2002
- Member, Educational Foundations, A.C. Moore Elementary School and Hand Middle School (President, 1994 – 1997)
- Member of the Board of Trustees (2013-2020) and Chair (2016-2019) of the Presbyterian Communities of South Carolina (PCSC), a CCRC with six locations in South Carolina
- Member of Board, PCSC Foundation, 2021+

### **Personal Activities and Interests**

With my husband Jim, I have had the pleasure of supporting several community-wide organizations and charities through the years, including The SC Philharmonic, The Animal Mission, Family Promise, Harvest Hope, The American Heart Association, Historic Columbia, SC ETV, The Columbia Art Museum and The University of SC School of Music. As a woman physician, mother and grandmother interested in the health of our community, and career opportunities for women, I have participated in activities of support for Richland County First Steps, Planned Parenthood of the South Atlantic, The Girl Scouts of SC Mountains to Midlands, WREN and Women in Leadership. I am very involved in my church, Shandon Presbyterian, serving as an elder, a trustee, a Sunday School teacher, and member of the Chancel Choir. I enjoy gardening, traveling and spending time with my wonderful grandchildren.

June 15  
3-5



**APPLICATION FOR SERVICE  
COMMITTEE, BOARD OR**

**ON RICHLAND COUNTY  
COMMISSION**

**Applicant MUST reside in Richland County.**

Name: Raquel Michelle Richardson Thomas

Home Address: 617 Lady Street Columbia SC 29201

Telephone: (home) 443-695-0301 (work) 803-470-6273

Office Address: n/a

Email Address: raquelmrichardson@gmail.com

Educational Background: Bachelor of Business Marketing and Master of Business Administration

Professional Background: Local Business Owner, Business and Leadership Coach, Professor,

Author

Male       Female      Age: 18-25       26-50      Over 50

Name of Committee in which interested: Richland Memorial Hospital Board of Trustees

Reason for interest: As a community builder and advocate I want to focus on population health, community health initiatives and become an active voice for underserved communities as it pertains to living healthy lives.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

Community builder and advocate, business background, strategic, organized, team oriented, philanthropist, effective communicator.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? \_\_\_\_\_

Recommended by Council Member(s): Paul Livingston

Hours willing to commit each month: 20 (Flexible)

**CONFLICT OF INTEREST POLICY**

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all

through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

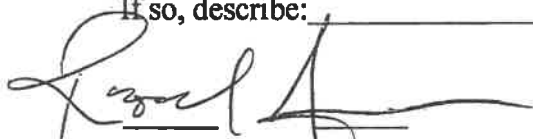
Yes \_\_\_\_\_ No   x   \_\_\_\_\_

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes   x   \_\_\_\_\_ No   x   \_\_\_\_\_

If so, describe:

  
Applicant's Signature

Date   12/11/2020  

**Return to:  
Clerk of Council, Post Office Box 192, Columbia, SC 29202.  
For information, call 576-2060.**

**One form must be submitted for each Committee, Board or Commission on which you wish to serve.**

**Applications are current for one year.**

Date Received: 12/11/20  
\_\_\_\_\_

Received by:  
YNUO

Date Sent to Council:

Status of Application:  Approved  Denied  On file

2



## **Raquel M. R. Thomas**

617 Lady Street ▶ Columbia, SC 29201 ▶ Cell: 443.695.0301▶Raquel@ raquelmrthomas.com ▶ www.raquelmrthomas.com

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### **ESTABLISHED BUSINESS & LEADERSHIP CONSULTANT, COACH, INSTRUCTOR, and AUTHOR**

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**Career history includes automotive industry corporate management, business and leadership coach, experience with business investments, business ownership of Dream Catchers Corporation, R6 Enterprises and former owner of Children of Tomorrow Corp, College Professor, Certified Coach, Speaker and Trainer, Political Candidate School Board Commissioner**

*Business and Leadership Consultant ▶ Professor ▶ Instructor ▶ Childcare Education ▶ Business and Leadership Coach ▶ Business Organization and Structure Consultation ▶ Management ▶ Corporate Communications ▶ Customer Service ▶ Retail Marketing ▶ Business Development ▶ Author*

**Results:** Driven professional offering progressive experience in business, leadership and entrepreneurship. Business professor/instructor, primary and secondary education curriculum creator, retail sales and wholesale experience, automotive sales and retail marketing. Provide real life experience for business college students. Maximize company sales and revenue growth. Develops marketing initiatives to maximize company's revenue growth. Motivates, unites, and drives high performance teams to achieve company goals within time and budget constraints.

### **SELECT ACCOMPLISHMENTS**

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- Creator of Young Bosses Entrepreneurs summer camp for youth participants providing business, leadership and entrepreneurship training.
- Produced and launched The Business Bootcamp Conference for youth and adult entrepreneurs.
- Creator of Wizzievile Adventures Kid entrepreneur book series with state standards for career and college readiness.
- Developed professional trainings for corporations, communities, and youth.
- Created entrepreneurship and leadership curriculum for youth and adult students with interactive business workbook.
- Created and launched early childcare program with learning curriculum approved by the state of Maryland.
- Improved childcare revenue in 2016 87% year over year.
- Created Dream Catchers Academy master entrepreneurship online course for students nationally and internationally.
- Self-published seven books of literature and provide manuscript publishing consultation to clients.
- Improved the Baltimore Metro dealerships 2013 overall sales 5.2% vs. 2012; respectively compared to 3.7% increase in regional overall sales. Accomplished in 2013 a 16.9% market share increase vs.14% in 2012.
- Increased Baltimore Metro dealerships sales efficiency in 2013 to 114% vs. 107% in 2012 increasing the Baltimore Metro total sales volume compared to competitors.
- Achieved 105.1% of wholesale target in 2013 generating over \$5.7 million in revenue for Baltimore Metro dealerships.

### **PROFESSIONAL SUMMARY**

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**Allen University & Benedict College, Professor**

**2019-Current**

Professor for the Division of Business and Entrepreneurship with the primary function of preparing business students for the world of free enterprise. Provide advisement for students preparing for graduation as their academic advisor. Assist with preparing and presenting course materials provided by the college with a real-world component as an active entrepreneur. Develop syllabi, facilitate lectures, assign course work and supervise test/skill assessments. Founder of Women in Business Association for all women on campus.

**Dream Catchers Corporation, Owner/Coach/Author/Instructor/Consultant** **2013-Current**  
Certified business and leadership coach training corporate offices, professionals, entrepreneurs and small businesses. Business and entrepreneurship curricula focused. Business leadership coaching and training with a concentration in diversity and inclusion, professional development training and business leadership for corporations. Concentration of building and selling businesses. Producer of business conferences and master classes. Producer of learning academies and online learning courses. Consultant for self-publishing authors of fiction and non-fiction literature.

**Children of Tomorrow Learning Center & Child Care, Corp, Owner** **2014-2018**  
Created and launched curriculum within childcare facility. Managed staff and all human resource functions. Responsible for yearly budget for all programs throughout the school year and summer program. Improved profitability by 87% in 2016. Tripled childcare enrollment from 2015 to 2016. Accomplished level II of Maryland Excels Certification and maintain 100% staff credentialing with the state of Maryland.

**TOYOTA, Central Atlantic Regional Headquarters, Regional Sales Manager Toyota** **2009-2014**  
Improved the Baltimore Metro dealership profitability over \$5.7 million in 2013. Created dealership sales plans based on inventory availability. Budgeted finances for sales training and created learning curriculums to enhance product knowledge. Provided feedback regarding dealership advertising and marketing plans to maximize inventory and regional incentives. Analyzed and reviewed sales reports to assist dealerships with identifying opportunities to increase market share. Worked with dealerships to ensure product knowledge, training/certification and customer satisfaction.

**TOYOTA, Central Atlantic Regional Headquarters, Regional Sales Manager Scion** **2009-2009**  
Developed dealership marketing initiatives to successfully sale inventory. Promoted and coordinated marketing events to maximize sales and to create brand awareness with attendance averaging 250 guests. Created contracts with numerous marketing vendors to enhanced marketing events not exceeding a \$20,000 budget per event. Supported community services to build relationships within the community and developed brand representation.

**TOYOTA, Central Atlantic Regional Headquarters, Regional Service & Parts Manager** **2007-2009**  
Ensured dealer participation in marketing programs to achieve district product and sales objectives. Supported the achievement of regional customer satisfaction and retention goals by reviewing and providing best practices to dealers. Monitored dealer warranty expense and goodwill claims within the district.

**TOYOTA, Toyota Motor Sales, USA, Inc., Management Trainee** **2006-2007**  
Handled dispute resolution with Lexus customers to ensure customer loyalty. Supported marketing promotions for service and parts operations. Traveled and managed dealership conferences with Toyota senior representatives. Conducted dealership audits and consultations for Toyota Rent a Car throughout the USA. Forecasted sales objectives by vehicle line to ensure dealer orders met market demands.

**TOYOTA, Priority Toyota, New and Used Inventory Sales Consultant** **2004-2006**  
Maximized company retail sales and revenue growth. Supported monthly marketing concentrated vehicles. Accomplished individual sales objectives per month. Responsible for achieving sales certification and assisted with organizing staff training. Worked effectively with sales management staff to attain sales objectives.

#### **GALLUP STRENGTHS**

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Relator, Focus, Achiever, Futuristic and Strategic

## **AWARDS & Organizations**

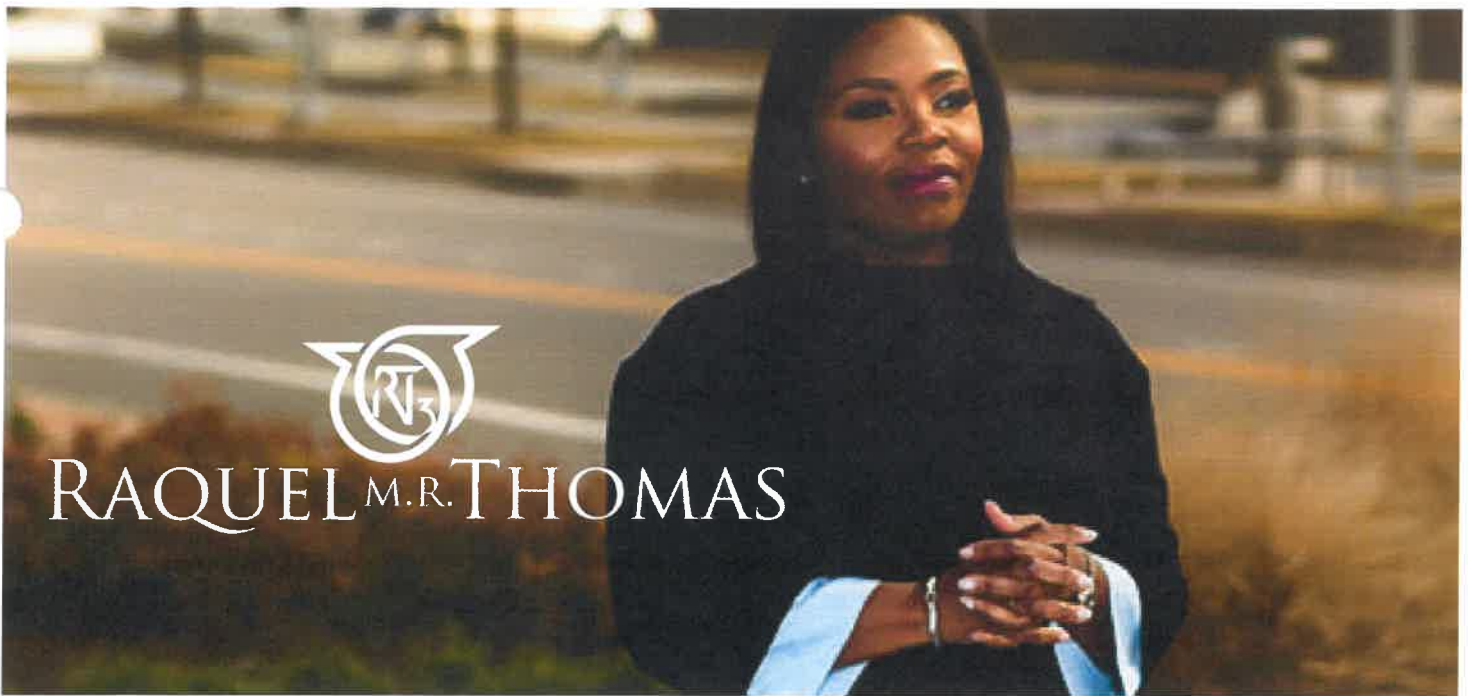
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John C. Maxwell Certified Coach, Speaker, and Trainer, Benedict College Business Advisory Board of the Tyrone Adam Burroughs School of Business & Entrepreneurship, Core Team Committee United Way of the Midlands, Member of Junior League of Columbia, Founder of Women in Business Association at Allen University, Founder of Business Boot Camp Conference, Executive Director and founder of Dream Catchers Foundation, Director of Emerge SC, Board Member of W. J. Keenan Leadership Career Magnet Program, Board Member of South Carolina Black Pages, Director and Member of Youth Services South Carolina Black Pride, Board Member of The Gathering, 20 Under 40 Award Black Pages South Carolina, Maryland Excels Level II Childcare Center, Maryland State Department of Education Credential, National Association of Professional Women -VIP Woman of the Year Circle, National Association of Professional Women – Award of Excellence and Dedication, The Obsidian Award, Collegiate Basketball Player

## **CREDENTIALS**

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**Master of Business Administration**, University of Maryland University College; 2010  
**Bachelor of Science Business Marketing**, Virginia State University; 2005  
**Certification of Business Leadership**, John C. Maxwell; 2018



# RAQUEL M.R. THOMAS

Raquel Thomas is a serial entrepreneur turned community builder and servant. A native of Columbia, South Carolina, Raquel took a broken childhood and used it to fuel her passion and purpose. A former high school athlete turned collegiate athletic scholar; Raquel's first love was basketball. She lettered in 4 sports at Dreher High School in Columbia to include: basketball, volleyball, soccer and track & field. Raquel graduated from Virginia State University with a degree in Business Marketing and went on to earn a Master's in Business Administration from the University of Maryland University College.

After graduating, Raquel went to work for the automotive giant Toyota Motor Sales, Inc. as a Regional Sales Manager. At Toyota, Raquel worked with the Baltimore Metro dealerships to increase profitability and to identify opportunities to increase market share. After 8 years at Toyota, Raquel decided to venture into entrepreneurship and opened her first daycare, Children of Tomorrow Learning Center & Child Care. A year later, she opened DMR Fashion, a retail store for children, women and men whose clothing provides messages to empower individuals to become their best. Simultaneously, Raquel opened The Museum Shop, an upscale urban clothing retail store in Washington, DC. Raquel is also a published author of seven Best Selling Books.

Raquel's passion for children and her community continued to tug at her heartstrings so she created Dream Catchers Foundation where she teaches the youth entrepreneurship. Dream Catchers Foundation is a non-profit organization for children who dare to dream. The Foundation's mission is to teach and demonstrate to children that dreamers can catch their dreams by living healthy, productive, goal driven lives. Raquel hosts free seminars and events for children throughout the year to include her annual summer camp Young Bosses Entrepreneur Camp.

After over a decade of working and living in the DMV area, in 2017, Raquel decided to move back to Columbia, SC to enrich the very community she was raised in. Now a resident of Columbia, SC, Raquel continues to run several successful businesses and recently opened a Southern Soul Food Restaurant Called the Gold Den. A mother of two, Raquel is focused on building her community.



Raquel has dedicated her life to enriching, empowering and equipping women and children. She is the author of seven books, to include What Becomes of a Broken Soul, Shifting into Purpose: The Journey to Entrepreneurship a workbook for novice entrepreneurs and the children's series of 5 books Wizzieville Adventures. Raquel teaches entrepreneurship and business at several colleges and universities. As a community builder, Raquel has been recognized by the National Association of Professional Women as the VIP Woman of the Year and earned an Award of Achievement and has been recognized by SC Black Pages as a Top 20 Under 40 Professional. Raquel also serves as a Board Member of Benedict College Business Program, a member of Junior League, Keenan High School Magnet Program Advisory Board and is a mentor at the Department of Juvenile Justice and more.

June 15  
3-5



**APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION**

**Applicant MUST reside in Richland County.**

Name: William Alvin McElveen

Home Address: 5 Carol Ct, Ridgeway, S.C.29130 (located in Richland County)

Telephone: (home) 803-543-3972 (work) 803-434-8050

Office Address: Suite 420, 8 Medical Park, Columbia, SC 29203

Email Address: ✓ alvin.mcelveen@uscmed.sc.edu

Educational Background: M.D., Medical College of Georgia: 1974

Professional Background: Neurology. Founder/ President: Bradenton Neurology 1979-2015

Assistant Professor of Clinical Neurology, USC School of Medicine: 2016-present

Male Age: Over 50

Name of Committee in which interested: Richland Memorial Hospital Board of Trustees

Reason for interest: Improvement in patient care for Richland County

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: My Medical knowledge and experience working in hospitals gives me an understanding of the requirements for medical care for the community.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? \_\_\_\_\_

Recommended by Council Member(s): \_\_\_\_\_

Hours willing to commit each month: AS my position at USC is part-time, I am not limited  
in hours I can contribute.

**CONFLICT OF INTEREST POLICY**

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes \_\_\_\_\_ No X \_\_\_\_\_

#### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes \_\_\_\_\_ No X \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

V. Allen McLean MD February 3, 2021  
Applicant's Signature Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

**One form must be submitted for each Committee, Board or Commission on which you wish to serve.**

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>2/8/21</u>	Received by: <u>[Signature]</u>
Date Sent to Council: _____	
2 Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

**MIKE FANNING**  
SENATOR, CHESTER, FAIRFIELD, & YORK COUNTIES  
SENATORIAL DISTRICT 17

COMMITTEES:  
AGRICULTURE AND NATURAL RESOURCES  
CORRECTIONS AND PENOLOGY  
FISH, GAME AND FORESTRY  
GENERAL  
JUDICIARY



COLUMBIA ADDRESS:  
606 GRESSETTE SENATE BLDG  
POST OFFICE BOX 142  
COLUMBIA, SC 29202  
TEL: (803) 212-6024  
FAX: (803) 212-6299  
EMAIL: MIKEFANNING@SCSENATE.GOV

HOME ADDRESS:  
7025 CAMP WELFARE RD  
GREAT FALLS, SC 29055

February 5, 2021

Richland County Council  
PO Box 192  
Columbia, SC 29202

Dear Members:

I am writing to recommend that you consider Dr. Alvin McElveen for one of the open positions on the Richland Hospital Board of Trustees this year. I have been a friend of Dr. McElveen's family for many years and feel that he could be a tremendous asset to the medical community by serving on the Board.

Dr. McElveen was the founding partner of a very successful neurology practice in Florida for over 35 years. He also owned and directed a clinical research business and participated in over 150 clinical trials over 25 years. Dr. McElveen was very active in his community through serving on committees in the hospitals in the community and volunteer work with the Epilepsy Foundation of SW Florida for over 25 years. Since retiring from private practice, he served as the Director of the USC Neurology Department Memory Clinic at Richland Memorial Hospital for five years. He and his family moved back to South Carolina in 2015 to be near Mrs. McElveen's family who are from Fairfield County.

Dr. McElveen lives in the Blythewood community in Richland County, and I believe that representation from a physician in this part of the county (and near adjoining Fairfield County) would be very helpful to both counties - due to the continued growth in this northeastern portion part of Richland County.

I am pleased to be able to offer this recommendation to you and sincerely hope that you will strongly consider Dr. McElveen for this position. Please don't hesitate to contact me if you have any questions or if I can provide further information.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael W. Fanning".

**Senator Michael W. Fanning, Ph.D.**  
*District 17: Chester, Fairfield, & York Counties*  
502 Gressette Bldg., P.O. Box 142  
Columbia, South Carolina 29202  
803-212-6108 (office) \* 803-212-6299 (fax)

## **WILLIAM ALVIN McELVEEN, M.D.**

UNIVERSITY OF SOUTH CAROLINA  
Department of Neurology  
8 Medical Park  
Suite 420  
Columbia, SC 29203  
Telephone: 803-434 -8050  
Personal Cell: 803-543-3972

### **EDUCATION**

Emory University: Atlanta, GA  
Dates attended: 1967-70  
Major: PHYSICS  
Honor Societies:       Sigma Pi Sigma (National Physics Honor Society)  
                              Alpha Epsilon Upsilon

Medical College of Georgia: Augusta, GA  
Dates Attended: 1970-74  
Degree Obtained: M.D.

### **POSTGRADUATE TRAINING**

Tucson Hospitals Medical Education Program: Tucson, AZ  
Internship in Internal Medicine: July, 1974-June, 1975  
Resident in Internal Medicine: July, 1975-June, 1976

University of Arizona Department of Neurology  
Neurology Resident: July, 1976-June, 1978  
Chief Resident, Neurology: July, 1978-June, 1979

Multiple Sclerosis Comprehensive Treatment Training Program  
University of Texas Southwestern Medical School June, 2002

### **PRACTICE POSITION**

Bradenton Neurology, Inc. Bradenton, FL 1979-2015 Founder and President

Bradenton Research Center, Bradenton, FL. Principal Investigator 2004-present

UNIVERSITY OF SOUTH CAROLINA  
Department of Neurology  
Assistant Professor of Clinical Neurology  
December, 2016-present



## **BOARD CERTIFICATION**

Diplomate of the American Board of Psychiatry and Neurology, a Member of American Board of Medical Specialties  
Specialty of Neurology, April, 1981  
Subspecialty of Vascular Neurology, May, 2005. Recertification May, 2015

Certified, American Board of Independent Medical Examiners, 1996, 2001, 2006, 2011

## **ACADEMIC POSITION**

Assistant Clinical Professor of Neurology  
University of South Florida, Tampa, FL, Aug, 1981- July, 1985

Neurology Faculty: Manatee Memorial Hospital Residency Training Program, May, 2011-Nov, 2015

Assistant Professor of Clinical Neurology  
Director, Memory Disorders Clinic  
University of South Carolina School of Medicine  
Department of Neurology, Dec 1, 2016-present

## **HOSPITAL STAFF APPOINTMENTS**

Manatee Memorial Hospital, Bradenton, FL: Active Staff 1979-2015

Lakewood Ranch Medical Center, Bradenton, FL: Active Staff 2005-2015  
Medical Director, Stroke Unit, 2009-2015

Blake Medical Center, Bradenton, FL: Active Staff 1979- 2009  
Medical Director, Stroke Program, Blake Medical Center, 2004-2009

Palmetto Richland Hospital, Active Staff, Columbia, SC: 2017-present

## **COMMITTEE ACTIVITIES**

Manatee Memorial Hospital: Medical Executive Committee 1981-83

Manatee Memorial Hospital: Emergency Management Committee 1981-89

Blake Medical Center, Bradenton, FL: Chairman, Neurosciences Committee 2004-2009

## **PROFESSIONAL ORGANIZATIONS**

PROFESS Investigators Advisory Panel 2005

Epilepsy Foundation of Southwest Florida: Professional Advisory Board  
Director, Manatee County Epilepsy Foundation Clinic: 1979-2015

American Academy of Neurology: Active 1981-1998. Fellow 1998-present  
American Academy of Neurology: Critical Care and Emergency Neurology Section  
American Academy of Neurology: Stroke and Vascular Neurology Section  
American Academy of Neurology: Multiple Sclerosis Section

January 11, 2021

American Stroke Association: 2004-present  
Florida Medical Association: 1979-present  
Manatee County Medical Society: 1979-2015  
American Medical Association: 1979-present  
American Society of NeuroImaging: 2000-2010  
American Academy of Physicians and Investigators: 2006-2015

## LICENSURE

Florida: ME 0033896  
South Carolina: MD 13324

## CLINICAL TRIALS

Pincipal Investigator for over 100 clinical trials for pharmaceutical firms including Pfizer, Biogen, Lilly, AZT, Novartis, Bayer, Martek, Takeda, Merck, Roche, Eisai, Glaxo Smith Kline, Ortho McNeil, Allergan, Osmotica, Elan, Genzyme, Grifols, Otsuka, UCB, BioMS, Abbott-Solvay, NINDS/NIH, TEVA

## AWARDS

AMA Physician Recognition Award: 1982, 1985, 1988, 1991, 1994, 1997, 2000, 2004  
AMA Physician Recognition Award with Commendation: 2007, 2010

Epilepsy Foundation of Southwest Florida Outstanding Patient Service Award, 1994

Fellow, American Academy of Neurology, 1998

Strathmore's Who's Who, 1999

Guide To Top Doctors, 1999, 2006: Center for the Study of Services

Marquis "Who's Who in Medicine and Healthcare", 2000-2001

Gold Quill Award for Medical Writing, Manatee Memorial Hospital, November 21, 2000

Voted "Top Doctors Gulf Coast" Best Physicians Neurology, 2009

Top Doctor, US News and World Report 2011

## PUBLICATIONS

McElveen WA. "Post-Herpetic Neuralgia": eMedicine Journal: Neurology [serial online]. April, 2001, volume 2, number 4. Available at <http://www.emedicine.com>

McElveen, WA. "Cerebral Venous Thrombosis": eMedicine Journal: Neurology [serial online]. January 2001, volume 2, number 1. Available at <http://www.emedicine.com>

Dworkin RH et al. "Pregabalin for the Treatment of Postherpetic Neuralgia" Neurology: 2003; 60:1274-1283 (Investigator)

January 11, 2021

McElveen, WA and Alway, D. "Ischemic Stroke and Transient Ischemic Attack: Evaluation and Management" Stroke Essentials for Primary Care Humana Press. 2009

McElveen, WA "Cerebral Venous Thrombosis and Stroke" Stroke Essentials for Primary Care Humana Press. 2009

McElveen, WA and Macko, R. "Ischemic Stroke and Transient Ischemic Attack: Acute Management" Stroke Recovery and Rehabilitation. 2009.

McElveen, WA "Management of Sinovenous Thrombosis" Stroke: A Practical Approach Lippincott Williams & Wilkins. 2009

W McElveen, D Vossler, B Williams, A. Laurenza, A Patten, F Bibbiani. Clinical Laboratory Evaluation and TAEs Related to Cardiac, Hepatic, and Renal Disorders: Perampanel PGTCs Phase III Study 332. Poster Session #: 1.195 American Epilepsy Society. Philadelphia, PA December 5, 2015

### **CONTINUING EDUCATION PRESENTATIONS**

MRI Fellowship Program, CME certification by American Society of Neuroimaging. June 29, 2002, Orlando, FL

MRI Fellowship Program, CME certification by American Society of Neuroimaging, "MRI in Multiple Sclerosis" February 8-9, 2003, Sarasota, FL

Stroke Certification Program, CME certification by Blake Medical Center, "Tools of the Trade...Neurological Assessment" March 9, 2005, Bradenton, FL

Optimizing Stroke Service Line Management, WRG Research, Inc "The Physician as Champion for Stroke Unit" June 21, 2007, Arlington, VA

MRI Fellowship Program, CME certification by American Society of Neuroimaging, MRI Case Presentations. August 2, 2008, Orlando, FL

Anatomy and Physiology 101 for Attorneys National Business Institute, July 26, 2013, Orlando, FL

Alzheimer's University of South Carolina Grand Rounds, Columbia, SC, February 2018

Alzheimer's: The Symptoms and Management. Alzheimer's Association Research Conference: The Power of You. Columbia, SC. November 9, 2019

Dementias: Where we are in 2019 University of South Carolina Grand Rounds, Columbia, SC. February 20, 2019

Aging and the Brain. Palmetto Health Geriatric Symposium, Columbia, SC May 3, 2019

### **OTHER PROFESSIONAL ACTIVITIES**

Reviewer: Elsevier Publications

INC Research: Scientific Protocol Optimization Site Advocacy Group committee member

## REFERENCES

Souvik Sen, M.D.  
Professor and Chairman Neurology Department  
USC School of Medicine  
8 Medical Park, Suite 420  
Columbia, SC 29203

Hamilton Peters, M.D.  
USC School of Medicine  
8 Medical Park, Suite 420  
Columbia, SC 29203

Mike Williams (former CEO, Fairfield Memorial Hospital)  
2174 Smallstown Road  
Winnsboro, SC 29180

Jun 15  
3-5



**APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION**

**Applicant MUST reside in Richland County.**

Name: Virginia L. Crocker

Home Address: 23 Millponf Columbia, South Carolina 292904

Telephone: (home) 803.960.0267 (work) 803.896.5100

Office Address: Public Service Commission 101 Executive Center, Suite 100 Columbia 20210

Email Address: vcrocker@sc.rr.com

Educational Background: BA Columbia College Speech and Drama

Professional Background: Former Legislator, Workers Compensation Commissioner

Male  Female  Age: 18-25  26-50  Over 50

Name of Committee in which interested: Richland Memorial Hospital, Riverbanks Park

Reason for interest: Prior service on the hospital Board, Hospitality Development interest  
I'm happy to serve in any capacity

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:  
Prior public service throughout my career both in elected positions and appointed positions

Presently serve on any County Committee, Board or Commission? no

Any other information you wish to give? \_\_\_\_\_

Recommended by Council Member(s): \_\_\_\_\_

Hours willing to commit each month: Whatever is required

**CONFLICT OF INTEREST POLICY**

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Because of my employment as a Senior Paralegal at the Public Service Commission of South C. I am under the Judicial Code of Conduct which does not allow me to request donations from anyone.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes \_\_\_\_\_ No <sup>x</sup> \_\_\_\_\_

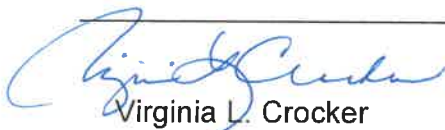
**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes \_\_\_\_\_ No <sup>x</sup> \_\_\_\_\_

If so, describe: \_\_\_\_\_

\_\_\_\_\_



Virginia L. Crocker  
Applicant's Signature

February 23, 2021  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

**One form must be submitted for each Committee, Board or Commission on which you wish to serve.** *Virginia L. Crocker*

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>3/5/21</u>	Received by: <u>JHUNO</u>
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file

**VIRGINIA LEAMAN CROCKER**  
**803.738.9322 Home**

**VCROCKER@SC.RR.COM**  
**803.960.0267 Cell**

Virginia Crocker is a native of Clinton, South Carolina and a graduate of Columbia College with a degree in Speech and Drama and a minor in Political Science. Upon graduation from Columbia College, she joined the staff of Governor John C. West. She then served as a member of the South Carolina House of Representatives representing Laurens County from 1978 through 1984. While serving in the House, she was Assistant Director of Admissions and Director of Special Projects at Presbyterian College in Clinton. In the House, she served on the Labor, Commerce, and Industry Committee, the State House Committee; and as House Majority Whip. She was awarded the Legislator of the Year Award from both the South Carolina Education Association and the South Carolina School Boards Association for her contribution to the Education Improvement act of 1984. She is an honorary alumna of Presbyterian College.

Governor Richard W. Riley appointed her to the Workers' Compensation Commission in 1984 where she served until 1992. While on the Commission, she served as Vice-Chair and was instrumental in reforming the policies and procedures of the Commission and writing the current rules and regulations.

In 1996 she was named Executive Director of the House Democratic Caucus where she worked with then Caucus Leader, Representative Jim Hodges. In 1998, she joined Representative Hodges' campaign staff. In January 1999, Governor Hodges appointed her to his staff in the position of Director of Intergovernmental and Community Relations; where she served throughout his term.

She is a former member of the Board of Visitors of Presbyterian College and Columbia College. Additionally, she served as the Governor's representative on the Board of the North Carolina Healthcare Information and Communication Alliance, Inc. In 1999 she received the South Carolina Rural Health Association's Presidential Award of Merit for her work in improving healthcare in rural South Carolina. In 2002, Governor Jim Hodges appointed her to the State Commission on National and Community Service and the State Museum Board of Trustees. Additionally, Richland County Council appointed her to serve as a Trustee of Palmetto Richland Memorial Hospital Board. She is also a former member of the South Carolina Independent College and University Board of Trustees.

In 2004, she worked with the Democratic Party of South Carolina coordinating South Carolina's first Democratic Presidential Preference Primary and then served on the campaign staff of Inez Tenenbaum for the United States Senate. In 2006 she coordinated disaster relief for the Gulf Coast Evacuees of Hurricanes Katrina and Rita in the State of South Carolina through the South Carolina Emergency Management Division.

In 2007, she returned to the South Carolina Workers' Compensation Commission as Judicial Director where she served until 2014 when she left the Commission to serve as a mediator. She was awarded the Friend of the Little Man by the Injured Workers' Advocates of South Carolina in 2014. She currently serves as a member of the Voorhees College Board of Trustees and the Palmetto Health Foundation Board of Directors.

As a result of the statewide devastation of the October, 2015 record rainfall, she was asked by the Mayor of Columbia and the Director of the State Emergency Management Division to assist in coordinating the recovery efforts in collaboration with South Carolina Emergency Management, the City of Columbia, State Government; and all volunteer organizations involved in the recovery effort. She currently serves as the United Way of the Midlands representative on the LongTerm Recovery Group (LTRG). She currently serves as Senior Paralegal at the Public Service Commission of South Carolina.



**APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION**

**Applicant MUST reside in Richland County.**

Name: Millisa M. Bates (Millie)

Home Address: 1534 Idalia Drive, Columbia 29206

Telephone: (home) 803.917.1175 (work) 803.777.2424

Office Address: USC Biological Sciences, 700 Sumter St. #401, 29208

Email Address: millie.m.bates@gmail.com

Educational Background: MS. Biology, MBA Moore School

Professional Background: Biosciences (research, sales, teaching). Resume attached

Male  Female  Age: 18-25  26-50  Over 50

Name of Committee in which interested: Richland Memorial Hospital

Reason for interest: I am now able to volunteer my time and assets. Also I was my husband's caregiver and navigated local hospitals as well as Wake Forest and MD Anderson

Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission:

I have a biosciences background, worked in medical research and medical sales. Currently in my 13<sup>th</sup> year in Biological Sciences teaching

Presently serve on any County Committee, Board or Commission? N/A

Any other information you wish to give? Resume attached

Recommended by Council Member(s): N/A

Hours willing to commit each month: whatever needed

**CONFLICT OF INTEREST POLICY**

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.



Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes \_\_\_\_\_ No

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes \_\_\_\_\_ No

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Melissa M. Bates 3/4/21  
Applicant's Signature Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

**One form must be submitted for each Committee, Board or Commission on which you wish to serve.**

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>3/5/21</u>	Received by: <u>John W</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved 161 <input checked="" type="checkbox"/> Denied <input type="checkbox"/> On file	

**Millisa Marcengill Bates**  
1534 Idalia Drive Columbia, SC 29206  
+1 (803) 917-1175 millie.m.bates@gmail.com

## PROFESSIONAL SUMMARY

MBA with International Business certificate and graduate degree in Biology

## EXPERIENCE

UNIVERSITY OF SOUTH CAROLINA

Columbia, SC USA

**Adjunct Professor, Department of Biology**

January 2009 – present

Serve as lecturer and lab coordinator for introductory Biology course and Anatomy and Physiology.

- Lecture, Instruct and coordinate lab sections, order all supplies, supervise teaching assistants
- Introduced technology curriculum changes that have led to overall higher averages and student success
- Effectively communicate science concepts to non-science audience; Overall instructor evaluation 2020: 4.7 on a 5.0 scale.

SONOCO

Hartsville, SC USA

**Global Expansion Strategy Consulting Project, MBA**

January 2014-May 2014

Created a go-to-market strategy for entering a South East Asian market with a competitive intelligence team

- Worked with Director of Marketing to research market segmentation and business acquisition opportunities
- Explored new partnerships in target market to increase market share by millions of dollars

AMERICAN RED CROSS

Washington, DC USA

**Territory Manager, Tissue Services**

August 1996 – January 2005

Managed competitive, multi-state territory marketing various surgical products to decision makers within hospitals and physician offices.

- Recognized as “Top Sales Performer” and consistently achieved sales goals in excess of \$500,000
- Supervisory experience as a Senior sales representative, training and working along with the sales team
- Determined territory breakdown and identified growth by segmenting hospitals’ specialties and bed size

CAROLINAS MEDICAL CENTER

Charlotte, NC USA

**Research Technician II**

August 1994 – August 1996

Provided research support for the Emergency Medicine Department focused primarily on heart studies. Basic science research in the laboratory created synergy with clinical studies in the hospital.

- Led various projects involving small animal studies, biochemical assays and tissue analyses.
- Cultured cells for fluorescence microscopy studies.
- Presented research at *International Society for Heart Research* London, Ontario.

## EDUCATION

MOORE SCHOOL OF BUSINESS, University of South Carolina

Columbia, SC USA

**Master of Business Administration, International Business certificate**

August 2014

Jim Hodges Scholar to China, Honor Society

UNIVERSITY OF NORTH CAROLINA

Charlotte, NC USA

**Master of Science, Biology**

August 1994

Published thesis research in *Journal of Molecular & Cellular Cardiology*

ERSKINE COLLEGE

Due West, SC USA

**Bachelor of Science, Biology**

May 1992

Class President, Omicron Delta Kappa Honor Society, Distinguished Student Service Award

## IT SKILLS

MS Office

**COMMUNITY INVOLVEMENT** Athletic Booster Club, Basketball Coach, Rosewood Elementary Foundation Board Member, Montessori Children’s House Board Member, Presbyterian Women’s Council

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-21HR

AN ORDINANCE ESTABLISHING NEW ELECTORAL DISTRICTS FOR THE ELECTION OF MEMBERS OF RICHLAND COUNTY COUNCIL PURSUANT TO THE UNITED STATES CENSUS OF 2020 AND IN COMPLIANCE WITH SECTION 4-9-90 OF THE SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED.

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. Incident to the adoption of this Ordinance, the County Council of Richland County, South Carolina, finds, as a fact, that each of the statements hereinafter set forth is in all respects true and correct:

(a) The United States Department of Commerce has declared final the results of the federal decennial census of 2020 (the “2020 Census”); and

(b) In compliance with the United States Constitution, the Constitution of the State of South Carolina, Section 4-9-90 of the South Carolina Code of Laws, 1976, as amended, Act No. 881, 1976 S.C. Acts 2501, and relevant portions of the United States Voting Rights Act, as amended, the Council has determined to realign the electoral districts for the election of members of Council in accordance with the 2020 Census and is adopting this Ordinance for that purpose.

SECTION II. From and after the effective date of this Ordinance as defined hereinafter, the County shall be divided into eleven (11) new districts for the purpose of electing members to the Council. Each new district shall be entitled to elect one (1) member of Council in accordance with Section 4-9-90 of the South Carolina Code of Laws, 1976, as amended. The new districts are as defined and delineated on the schedule of precincts and voting districts [Exhibit A], and as shown on the series of eleven (11) maps [Exhibit B], all of which are attached hereto and incorporated herein.

SECTION III. The Richland County Board of Elections and Voter Registration is hereby directed, immediately upon the effective date hereof, to undertake, by and with the South Carolina Election Commission, all steps necessary for holding elections for members of the Council according to the regular schedule for the general election on November 8, 2022, in such of the new districts as is required in accordance with Section 4-9-90 of the South Carolina Code of Laws, 1976, as amended.

SECTION IV. 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 V. Conflicting Ordinances Repealed. All other ordinances previously adopted establishing electoral districts for the members of the Richland County Council that are inconsistent with this ordinance are hereby repealed as of the effective date of this Ordinance.

SECTION VI. Effective Date. This Ordinance is effective immediately upon third reading of the same.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Chair

ATTEST this the \_\_\_\_\_ day of  
\_\_\_\_\_, 2021.

\_\_\_\_\_  
Anette Kirylo  
Clerk of Council

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

# Richland County Council Request for Action

**Subject:**

Department of Public Works – Solid Waste & Recycling Division – Residential Curbside Collection Services, Area 3 – Contract Award recommendation

**Notes:**

November 18, 2021 – The A&F Committee recommended Council deny the contract award.



**Agenda Briefing**

<b>Prepared by:</b>	John Ansell	<b>Title:</b>	Manager
<b>Department:</b>	Public Works	<b>Division:</b>	Solid Waste
<b>Contributor:</b>	Jennifer Wladischkin	<b>Title:</b>	Manager
<b>Department:</b>	Finance	<b>Division:</b>	Procurement
<b>Date Prepared:</b>	October 07, 2021	<b>Meeting Date:</b>	October 26, 2021
<b>Legal Review</b>	Elizbaeth McLean via email		<b>Date:</b> October 12, 2021
<b>Budget Review</b>	James Hayes via email		<b>Date:</b> October 18, 2021
<b>Finance Review</b>	Stacey Hamm via email		<b>Date:</b> October 12, 2021
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
<b>Committee</b>	Administration & Finance		
<b>Subject:</b>	Residential Curbside Collection Services, Area 3 – Contract Award recommendation		

**STAFF’S RECOMMENDED ACTION:**

The staff of the Department of Public Works recommends the award of a contract for residential curbside solid waste collection services in Area 3 (Northeastern Richland County – bound to the north by the Fairfield County line, to the west by Farrow Road and Interstate – 77, to the south by West Beltline Blvd and to the east by Two Notch Road, Hardscrabble Road, and the Kershaw County line) to Coastal Waste & Recycling.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

Revenue to cover the Residential Curbside Collection Program is generated by a fee paid annually by residential (and some small business) customers throughout unincorporated Richland County. This standard, countywide fee is based on the total program cost in all eight service areas. Funds for this program are contained in the 2101365006-527200 account of the Solid Waste & Recycling Division budget. An annual curbside collection program fee increase is not anticipated based on the results of rate negotiations with Coastal Waste & Recycling (however, to-be-determined Consumer Price Index (CPI) adjustments in the other collection areas could affect this fee in FY-23).

Additionally, an increase in collection complaints has placed a strain on the Solid Waste & Recycling Division staff, requiring the employment of temporary employees and use of overtime.

The Office of Budget and Grants Management has expressed concern regarding the Solid Waste budget expenditures remaining in line with its revenues. The fee for Area 3 will rise from \$4,164,398 to \$4,306,210 with the new contract. This is \$142,812 more than our current pricing for Area 3. However, based on the current CPI of 5.3%, this could end up being \$77,901 less than the existing contract fee at startup.

**COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:**

None.

**REGULATORY COMPLIANCE:**

Curbside collection services are consistent with the South Carolina Solid Waste Policy and Management Act.

**MOTION OF ORIGIN:**

There is no associated Council motion of origin; however, various staff recommendations regarding solid waste collection services were presented to County Council during a work session and subsequent meetings in June and July 2021. County Council approved these recommendations and to issue RFPs during their regular meeting of July 20, 2021.

Council Member	
Meeting	
Date	

**STRATEGIC & GENERATIVE DISCUSSION:**

Contracts for residential curbside solid waste collection services in Areas 1, 3, and 6 expire in early 2022. Additionally, we have experienced a significant increase in customer service complaints in many of our collection service areas. In response, the staff of the Solid Waste & Recycling Division, working with the County Procurement staff, issued a Request for Proposal (RFP) for residential curbside solid waste collection services in Area 3. These collection services cover the following:

- Municipal Solid Waste (Household Garbage)      Weekly
- Yardwaste      Weekly
- Recycling      Biweekly
- Bulk Items / White Goods      By appointment

The goal of this procurement is to continue to provide, on behalf of residential and small business customers in unincorporated Richland County, dependable solid waste collection services at a reasonable price.

The proposal review committee evaluated four criteria:

- Background and Experience
- Approach to services to be provided
- Performance history
- Proposed equipment lists

This committee consisted of four independent evaluator staff members who are all familiar with the collections process.

Unit price consideration was applied by Procurement staff following review and ranking by the review committee.

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

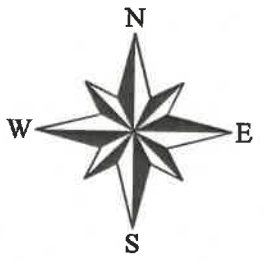
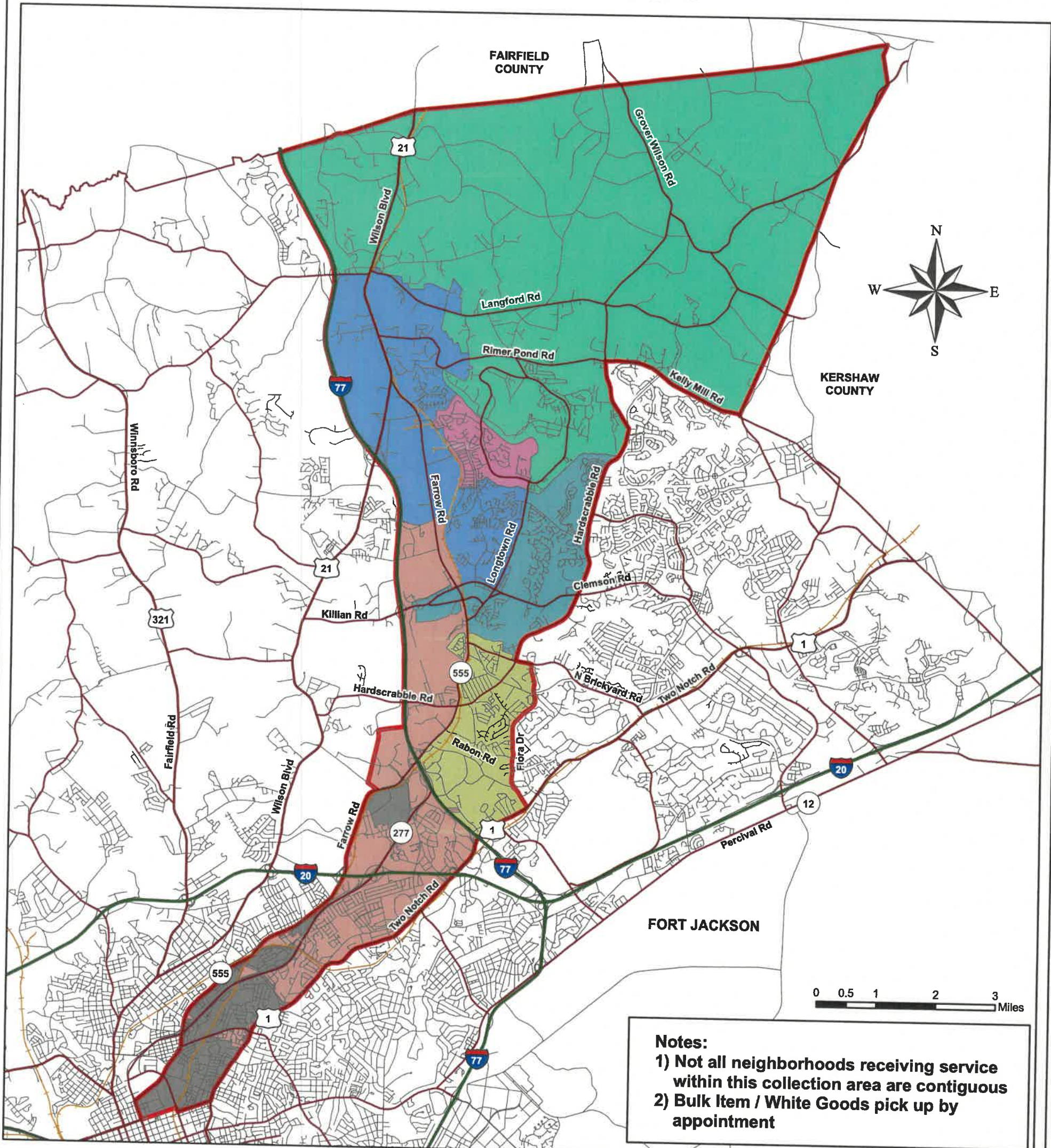
The Proposal Review Committee staff members evaluated proposals from three firms that responded to the RFP. Coastal Waste & Recycling scored the highest of these firms, while addressing all of the required information and services in the RFP. Richland County engaged in negotiations with Coastal Waste & Recycling in order to secure the most economical unit cost.

**ATTACHMENTS:**









1. Collection Area 3 map



# Richland County Department of Public Works Solid Waste & Recycling Division Residential / Small Business Curbside Collection Program Collection Area 3



**Notes:**  
 1) Not all neighborhoods receiving service within this collection area are contiguous  
 2) Bulk Item / White Goods pick up by appointment

<b>Legend</b>		<b>Collection Days*</b>	
	Collection Area Boundary		Monday / Monday B
	No Collection - Municipality or Federal Land		Tuesday / Tuesday B
			Wednesday / Wednesday B
			Thursday / Friday A
			Friday / Friday B
			Thursday / Thursday B



**PUBLIC WORKS**

\* Yard Waste is Same Day as Garbage  
 Recycling is Every Other Week A or B

JULY 2021

STATE OF SOUTH CAROLINA )  
)  
COUNTY OF RICHLAND )

A RESOLUTION OF THE  
RICHLAND COUNTY COUNCIL

**A RESOLUTION TO APPOINT AND COMMISSION BILL DAVIS, GLEMMIE HAIMES, AND ZAN NORRIS AS CODE ENFORCEMENT OFFICERS FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF RICHLAND COUNTY.**

**WHEREAS**, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

**WHEREAS**, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County;

**NOW, THEREFORE, BE IT RESOLVED THAT:**

**BILL DAVIS, GLEMMIE HAIMES, AND ZAN NORRIS**

are hereby appointed and commissioned Code Enforcement Officers of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables in addition to such duties as may be imposed upon them by the governing body of this County, including the enforcement of the County's Utilities regulations and Fat, Oil & Grease regulations and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, neither Bill Williams nor Glemmie Haimes nor Zan Norris shall perform any custodial arrests in the exercise of their duties as code enforcement officers. Each of these appointments shall remain in effect only until such time as the individual so appointed is no longer employed by Richland County to enforce the County's Utilities.

**ADOPTED THE 14<sup>TH</sup> DAY OF DECEMBER, 2021.**

\_\_\_\_\_  
Paul Livingston, Chair  
Richland County Council

Attest: \_\_\_\_\_  
Anette Kirylo  
Clerk of Council



**Agenda Briefing**

<b>Prepared by:</b>	Aric Jensen	<b>Title:</b>	Assistant County Administrator	
<b>Department:</b>	Administration	<b>Division:</b>		
<b>Date Prepared:</b>	December 09, 2021	<b>Meeting Date:</b>	December 14, 2021	
<b>Legal Review</b>	Elizabeth McLean via email		<b>Date:</b>	December 09, 2021
<b>Subject:</b>	Resolution to Approve the Issuance of Revenue Bonds for Brookfield Pointe by the Columbia Housing Authority			

**STAFF'S RECOMMENDED ACTION:**

Staff recommends approving the attached resolution regarding the proposed issuance of Housing Revenue Bonds by the Housing Authority for the City of Columbia, for the Brookfield Pointe affordable housing development.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

Are funds allocated in the department's current fiscal year budget?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

None applicable.

**COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:**

As the resolution is pursuant to federal law and does not create any fiscal obligation or ownership interest in the development or bonds, there is no fiscal or legal risk to the County.

**REGULATORY COMPLIANCE:**

Section 147(f) of the Internal Revenue Code of 1986

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

**STRATEGIC & GENERATIVE DISCUSSION:**

The County Council and its constituents have repeatedly communicated that the creation and preservation of affordable housing is a high priority. The Brookfield Pointe development will provide approximately 90 new affordable housing units on the 7000 Block of Brookfield Rd, in an urban area of Richland County near existing services and amenities.

Approving this Resolution does not fiscally obligate Richland County, nor does it create any interest in the development. The Resolution is a requirement of the Federal Tax Code that must be satisfied by the government entity having jurisdiction over the project location.

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

None.

**ATTACHMENTS:**

1. Host Resolution
2. Inducement Resolution

**A RESOLUTION**

**APPROVING THE ISSUANCE BY THE HOUSING AUTHORITY OF THE CITY OF COLUMBIA SOUTH CAROLINA OF ITS MULTIFAMILY HOUSING REVENUE NOTES OR BONDS (BROOKFIELD POINTE) IN THE MAXIMUM PRINCIPAL AMOUNT OF \$9,999,999, IN ONE OR MORE SERIES, PURSUANT TO SECTION 147(F) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Bradley Brookfield Pointe, LLC, a South Carolina limited liability company, or its successors or assigns (the “Sponsor”), has represented to the County Council (the “County Council”) of Richland County, South Carolina (the “County”) that it desires to finance the costs of acquisition, construction, and equipping of an approximately 90-unit new multifamily housing development and ancillary facilities, to be located in the 7000 block on the south side of Brookfield Road, going all the way through the block to Faraway Drive; and east of the intersection of Brookfield Road and Decker Boulevard, adjacent to the Kingdom Kids Child Development and near the McDonalds restaurant, in the unincorporated area of Richland County, South Carolina (the “Project”); and,

WHEREAS, the Sponsor has further represented to the County Council that substantial cost savings would be recognized by financing the Project through a plan of financing consisting of the issuance by the Housing Authority of the City of Columbia, South Carolina (the “Issuer”) of its multifamily housing revenue notes or bonds, in one or more series, in the maximum principal amount of Nine Million Nine Hundred Ninety-Nine Thousand Nine Hundred Ninety-Nine and No/100 (\$9,999,999.00) Dollars (the “Note”) to finance the Project; and,

WHEREAS, the Sponsor has further represented to the County Council that a portion of the proceeds of the Note would be used for the purpose of (a) financing the cost of the land acquisition, construction, and equipping of the Project and (b) paying a portion of the costs of financing, including certain reserves, capitalized interest, and costs of issuance of the Note; and,

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended, including the U.S. Treasury Regulations promulgated thereunder (collectively, the “Code”), requires as a condition of exclusion from gross income for federal income tax purposes of the interest on private activity bonds, that the issuance of private activity bonds, as defined in Section 141(a) of the Code, such as the Note be approved, after a public hearing following reasonable public notice, by the governmental unit having jurisdiction over the area in which the bond financed property is located (the “147(f) Approval”); and,

WHEREAS, the County Council constitutes the elected legislative body of the County and the Sponsor has represented to the County Council that it is one of the applicable elected representatives required to provide the 147(f) Approval with respect to the issuance of the Note for the purpose of financing the Project; and,

WHEREAS, the Sponsor has requested the County Council, pursuant to Section 147(f) of the Code, to provide the 147(f) Approval and to thereby approve the issuance by the Issuer of the Note for the purpose of providing funds to the Sponsor to finance the Project; and,

WHEREAS, on September 22, 2021, the Sponsor published in *The State*, a newspaper of general circulation in the County, a notice of public hearing to be held by the Issuer on October 5, 2021, at 2:00 p.m. or as soon thereafter as such matters may be heard by means of a telephonic meeting to consider the

issuance by the Issuer of the Note and the nature of the Project to be financed with a portion of the proceeds of the Note; and,

WHEREAS, notice of the public hearing was duly published as indicated by the copy of the notice as it appeared in *The State* attached hereto as Exhibit A; and,

WHEREAS, the public hearing was duly held by the Issuer on October 5, 2021, during which public hearing members of the public were afforded the opportunity to express their views on the issuance by the Issuer of the Note and the use of a portion of the proceeds thereof to finance the Project as indicated by the Certificate as to Telephonic Public Hearing attached hereto as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Richland County, South Carolina, in meeting duly assembled:

**Section 1.** The issuance by the Issuer of the Note in the maximum principal amount of \$9,999,999 for the purpose of providing funds to the Sponsor to finance the Project is hereby approved pursuant to and in accordance with Section 147(f) of the Code.

**Section 2.** A hearing open to the public, and conducted telephonically due to the COVID-19 pandemic, pursuant to Internal Revenue Service Rev. Proc. 2020-21 as extended by Rev. Proc. 2021-39, was held on October 5, 2021, for which the Sponsor has represented to the County Council that due and reasonable public notice, being published in *The State* as described above, was given by or on behalf of the Sponsor in accordance with the provisions of applicable law and procedures established therefor.

**Section 3.** Such approval by the County Council shall not be construed as (i) an endorsement of the creditworthiness of the Issuer, the Sponsor, or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Note, (iii) an evaluation of the likelihood of the repayment of the debt service on the Note, or (iv) approval of any building or other regulatory permits relating to the Project, and the County Council shall not be construed by reason of its adoption of this Resolution to make any such endorsement, finding, or recommendation, to have waived any rights of the County, or to have caused the County to be estopped from asserting any rights or responsibilities it may have in such regard. Further, the Note shall not constitute an indebtedness of the State of South Carolina, the County, or any political subdivision thereof, but shall be payable solely from revenues of the Sponsor pledged to the payment of the Note. The approval by the County Council of the issuance of the Note by the Issuer to finance the Project shall not be construed to obligate the County to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Note or the acquisition, [construction][rehabilitation], or equipping of the Project.

**Section 4.** This Resolution shall take effect immediately upon its adoption.

**Section 5.** That the provisions of this Resolution are hereby declared to be separable, and if any section, phrase, or provision shall, for any reason, be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases, or provisions of this Resolution.

**Section 6.** That all resolutions or parts thereof in conflict with the provisions of the Resolution are, to the extent of such conflict, hereby superseded.

[signature page follows]

DONE AND RATIFIED this \_\_\_\_ day of October, 2021

COUNTY COUNCIL OF RICHLAND  
COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

EXHIBIT A

AFFIDAVIT OF PUBLICATION OF NOTICE OF TELEPHONIC PUBLIC HEARING





Beaufort Gazette  
 Belleville News-Democrat  
 Bellingham Herald  
 Bradenton Herald  
 Centre Daily Times  
 Charlotte Observer  
 Columbus Ledger-Enquirer  
 Fresno Bee

The Herald - Rock Hill  
 Herald Sun - Durham  
 Idaho Statesman  
 Island Packet  
 Kansas City Star  
 Lexington Herald-Leader  
 Merced Sun-Star  
 Miami Herald

el Nuevo Herald - Miami  
 Modesto Bee  
 Raleigh News & Observer  
 The Olympian  
 Sacramento Bee  
 Fort Worth Star-Telegram  
 The State - Columbia  
 Sun Herald - Biloxi

Sun News - Myrtle Beach  
 The News Tribune Tacoma  
 The Telegraph - Macon  
 San Luis Obispo Tribune  
 Tri-City Herald  
 Wichita Eagle

## AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
37070	139885	Print Legal Ad - IPL0042078		\$586.80	2	45 L

Attention: Stacey L. Smith  
 HOWELL LINKOUS & NETTLES LLC  
 106 BROAD STREET  
 CHARLESTON, SC 29401

### NOTICE OF TELEPHONIC PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that a public hearing will be held by the Housing Authority of the City of Columbia, South Carolina (the "Issuer"), on Tuesday, October 5, 2021 at 2:00 p.m., or as soon thereafter as the matter can be heard, and will be held telephonically by the Issuer, in connection with the Issuance by the Issuer of its Multifamily Housing Revenue Bonds or Notes (Brookfield Pointe) (the "Bonds"), in one or more tax-exempt and/or taxable series, as part of a plan of financing in the maximum principal amount of \$9,999,999. The Bonds will be an issue of "exempt facility bonds" issued to finance a "qualified residential rental project" as defined in Section 142(a)(7) of the Internal Revenue Code of 1986, as amended (the "Code").

**Principal User of Bonds and Project.** The proceeds of such Bonds, when and if issued, will be loaned by the Issuer to Bradley Brookfield Pointe, LLC (the "Company"). The Issuer will issue the Bonds to fund a mortgage loan or loans (the "Mortgage Loan") to the Company, to provide financing for the design, acquisition, construction, and equipping multifamily housing to be known as Brookfield Pointe, consisting of approximately 90 units of affordable housing (the "Project"). The Project will be located in the 7000 block on the south side of Brookfield Road, going all the way through the block to Faraway Drive. The project will be east of the intersection of Brookfield Road and Decker Boulevard, adjacent to the Kingdom Kids Child Development and near the McDonalds restaurant, in the unincorporated area of Richland County, South Carolina. The Project will be owned by the Company.

**Limited Obligation.** The Bonds will be payable by the Issuer solely and exclusively out of payments to be made by the Company and the security pledged for their payment. The Bonds will not constitute an indebtedness of the Issuer, the City of Columbia (the "City"), Richland County (the "County"), the State of South Carolina, or any political subdivision thereof within the meaning of any South Carolina constitutional provision or statutory limitation nor give rise to a pecuniary liability of the Issuer, the City, the County, the State of South Carolina, or any political subdivision thereof. The Bonds will not constitute a charge against the general credit or taxing powers of the Issuer, the City, the County, the State of South Carolina, or any political subdivision thereof. The Issuer has no taxing authority.

**Teleconference Only.** Due to the COVID-19 public health emergency, pursuant to Internal Revenue Service Rev. Proc. 2020-21 as extended by Rev. Proc. 2021-39, the Public Hearing will be conducted by the Issuer telephonically and the public will not be able to attend in person. However, all persons who wish to provide comments or listen to the public hearing may join by calling toll free at (877) 366-0711 (Toll Free) using meeting passcode: 24561502#. Members of the public may submit oral or written comments to the Issuer to express their views for or against the proposed Issuance of the Bonds or the location and nature of the Project. **All persons who wish to submit oral comments during the Public Hearing must contact the Issuer, not less than 24 hours prior to the Public Hearing, via email to cherrera@columbiahousingsc.org to inform the Issuer of their desire to speak at the Public Hearing.** Those who present comments during the Public Hearing will be permitted to address the Issuer regarding the Project or the Bonds for no more than five (5) minutes. Members of the public may also submit views to the Issuer in writing via mail to Lucinda Herrera, Senior Vice President of Development, Housing Authority of the City of Columbia, South Carolina, 1917 Harden Street, Columbia, South Carolina 29204 or via email to cherrera@columbiahousingsc.org. The Issuer will not prepare a transcript of the public hearing.

HOUSING AUTHORITY OF THE  
 CITY OF COLUMBIA, SOUTH CAROLINA  
 IPL0042078  
 Sep 22 2021

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

No. of Insertions: 1

Beginning Issue of: 09/22/2021

Ending Issue of: 09/22/2021

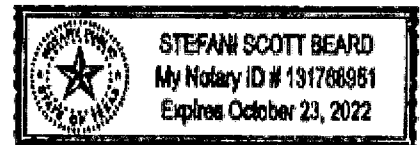
*Tara Pennington*

Tara Pennington

Sworn to and subscribed before me this 22nd day of September in the year of 2021

*Stefani Beard*

Notary Public in and for the state of Texas, residing in Dallas County



*Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion.*

Extra charge for lost or duplicate affidavits.  
 Legal document please do not destroy!

EXHIBIT B

CERTIFICATE OF TELEPHONIC PUBLIC HEARING

**CERTIFICATE AS TO TELEPHONIC PUBLIC HEARING**

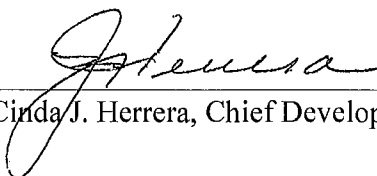
**(Brookfield Pointe)**

I, the undersigned, on behalf of the Housing Authority of the City of Columbia, South Carolina (“*Columbia Housing*”) and Richland County, South Carolina do hereby certify as follows:

1. Attached hereto is an Affidavit of Publication of a Notice of Telephonic Public Hearing (the “*Notice*”) related to a telephonic public hearing (the “*Public Hearing*”) held by Columbia Housing in connection with the issuance by Columbia Housing of its not exceeding \$9,999,999 aggregate principal amount Multifamily Housing Revenue Bonds (Brookfield Pointe), the proceeds of which will be made available to Brookfield Pointe, LLC, a South Carolina limited liability company (the “*Borrower*”), to provide financing for the design, acquisition, construction and equipping multifamily housing to be known as Brookfield Pointe, consisting of approximately 90-units of affordable housing to be located in the 7000 block on the south side of Brookfield Road and Decker Boulevard (the “*Site*”), adjacent to the Kingdom Kids Child Development and near the McDonalds restaurant, in the unincorporated area of Richland County, South Carolina in the unincorporated area of Richland County near Columbia, South Carolina (collectively, the “*Project*”)

2. A representative of Columbia Housing was present at the Public Hearing described in the above-mentioned Notice, which hearing was held at the time and manner specified therein. Due to the current public health emergency, the Public Hearing was conducted telephonically and the public was provided a toll-free access number to listen to the meeting, and provided an email and mailing address to submit written comments. All persons desiring to do so were given reasonable opportunity to speak and, if requested, to present their opinions in writing regarding the issuance by Columbia Housing of the Bonds and the use of the proceeds for the purposes described in paragraph 1 above. There were no written comments received and there was no opposition to the issuance of the Bonds for the purposes described in paragraph 1 above.

**IN WITNESS WHEREOF**, I have hereunto set my hand this 8th day of November, 2021.

  
\_\_\_\_\_  
Lucinda J. Herrera, Chief Development Officer



Beaufort Gazette  
 Belleville News-Democrat  
 Bellingham Herald  
 Bradenton Herald  
 Centre Daily Times  
 Charlotte Observer  
 Columbus Ledger-Enquirer  
 Fresno Bee

The Herald - Rock Hill  
 Herald Sun - Durham  
 Idaho Statesman  
 Island Packet  
 Kansas City Star  
 Lexington Herald-Leader  
 Merced Sun-Star  
 Miami Herald

el Nuevo Herald - Miami  
 Modesto Bee  
 Raleigh News & Observer  
 The Olympian  
 Sacramento Bee  
 Fort Worth Star-Telegram  
 The State - Columbia  
 Sun Herald - Biloxi

Sun News - Myrtle Beach  
 The News Tribune Tacoma  
 The Telegraph - Macon  
 San Luis Obispo Tribune  
 Tri-City Herald  
 Wichita Eagle

## AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
37070	139885	Print Legal Ad - IPL0042078		\$586.80	2	45 L

Attention: Stacey L. Smith  
 HOWELL LINKOUS & NETTLES LLC  
 106 BROAD STREET  
 CHARLESTON, SC 29401

### NOTICE OF TELEPHONIC PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that a public hearing will be held by the Housing Authority of the City of Columbia, South Carolina (the "Issuer"), on Tuesday, October 5, 2021 at 2:00 p.m., or as soon thereafter as the matter can be heard, and will be held telephonically by the Issuer, in connection with the issuance by the Issuer of its Multifamily Housing Revenue Bonds or Notes (Brookfield Pointe) (the "Bonds"). In one or more tax-exempt and/or taxable series, as part of a plan of financing in the maximum principal amount of \$9,999,999. The Bonds will be an issue of "exempt facility bonds" issued to finance a "qualified residential rental project" as defined in Section 142(a)(7) of the Internal Revenue Code of 1986, as amended (the "Code").

**Principal User of Bonds and Project.** The proceeds of such Bonds, when and if issued, will be loaned by the Issuer to Bradley Brookfield Pointe, LLC (the "Company"). The Issuer will issue the Bonds to fund a mortgage loan or loans (the "Mortgage Loan") to the Company, to provide financing for the design, acquisition, construction, and equipping multifamily housing to be known as Brookfield Pointe, consisting of approximately 90 units of affordable housing (the "Project"). The Project will be located in the 7000 block on the south side of Brookfield Road, going all the way through the block to Faraway Drive. The project will be east of the Intersection of Brookfield Road and Decker Boulevard, adjacent to the Kingdom Kids Child Development and near the McDonalds restaurant, in the unincorporated area of Richland County, South Carolina. The Project will be owned by the Company.

**Limited Obligation.** The Bonds will be payable by the Issuer solely and exclusively out of payments to be made by the Company and the security pledged for their payment. The Bonds will not constitute an indebtedness of the Issuer, the City of Columbia (the "City"), Richland County (the "County"), the State of South Carolina, or any political subdivision thereof within the meaning of any South Carolina constitutional provision or statutory limitation nor give rise to a pecuniary liability of the Issuer, the City, the County, the State of South Carolina, or any political subdivision thereof. The Bonds will not constitute a charge against the general credit or taxing powers of the Issuer, the City, the County, the State of South Carolina, or any political subdivision thereof. The Issuer has no taxing authority.

**Teleconference Only.** Due to the COVID-19 public health emergency, pursuant to Internal Revenue Service Rev. Proc. 2020-21 as extended by Rev. Proc. 2021-39, the Public Hearing will be conducted by the Issuer telephonically and the public will not be able to attend in person. However, all persons who wish to provide comments or listen to the public hearing may join by calling toll free at (877) 366-0711 (Toll Free) using meeting passcode: 24561502#. Members of the public may submit oral or written comments to the Issuer to express their views for or against the proposed issuance of the Bonds or the location and nature of the Project. **All persons who wish to submit oral comments during the Public Hearing must contact the Issuer, not less than 24 hours prior to the Public Hearing, via email to cherrera@columbiahousing.org to inform the Issuer of their desire to speak at the Public Hearing.** Those who present comments during the Public Hearing will be permitted to address the Issuer regarding the Project or the Bonds for no more than five (5) minutes. Members of the public may also submit views to the Issuer in writing via mail to Lucinda Herrera, Senior Vice President of Development, Housing Authority of the City of Columbia, South Carolina, 1917 Harden Street, Columbia, South Carolina 29204 or via email to cherrera@columbiahousing.org. The Issuer will not prepare a transcript of the public hearing.

**HOUSING AUTHORITY OF THE CITY OF COLUMBIA, SOUTH CAROLINA**  
 IPL0042078  
 Sep 22 2021

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

No. of Insertions: 1

Beginning Issue of: 09/22/2021

Ending Issue of: 09/22/2021

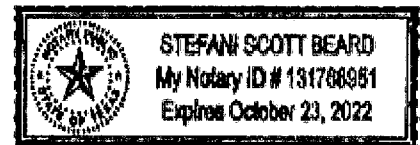
*Tara Pennington*

Tara Pennington

Sworn to and subscribed before me this 22nd day of September in the year of 2021

*Stefani Beard*

Notary Public in and for the state of Texas, residing in Dallas County



*Errors - the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion.*

Extra charge for lost or duplicate affidavits.  
 Legal document please do not destroy!

A RESOLUTION PROVIDING THAT THE HOUSING AUTHORITY OF THE CITY OF COLUMBIA, SOUTH CAROLINA, WILL, UNDER CERTAIN CONDITIONS, ISSUE NOT TO EXCEED \$9,999,999 MULTIFAMILY HOUSING REVENUE BONDS (BROOKFIELD POINTE) TO FUND A MORTGAGE LOAN TO BRADLEY BROOKFIELD POINTE, LLC (OR AN ENTITY AFFILIATED THEREWITH), TO FINANCE THE ACQUISITION AND CONSTRUCTION OF A MULTIFAMILY HOUSING RENTAL PROJECT IN COLUMBIA, SOUTH CAROLINA, AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH, INCLUDING SEEKING CERTAIN APPROVALS BY THE CITY OF COLUMBIA AND THE SOUTH CAROLINA STATE FISCAL ACCOUNTABILITY AUTHORITY.

WHEREAS, the Housing Authority of the City of Columbia, South Carolina (the “*Authority*”), was created by a resolution adopted by the City Council of the City of Columbia (the “*City*”) pursuant to Article 5 of Chapter 3 of Title 31 of the Code of Laws of South Carolina 1976, as amended; and

WHEREAS, the Authority acting by and through its Board of Commissioners (the “*Commissioners*”), is authorized and empowered under and pursuant to the provisions of Section 31-13-90 of the Code of Laws of South Carolina 1976, as amended (the “*Enabling Act*”), to have the same powers as the State Housing Finance and Development Authority pursuant to the provisions of Sections 31-13-160 through 31-13-330 of the Code of Laws of South Carolina 1976, as amended; and

WHEREAS, in accordance with the terms of the Enabling Act, the Authority is authorized and empowered to make mortgage loans in such amounts and on such terms and conditions as the Authority shall approve to housing sponsors for residential housing and housing development and to make loans to or purchase securities from mortgage lenders upon such terms and conditions as the Authority shall approve, including a requirement that the proceeds thereof be used by such mortgage lender for the making of mortgage loans for residential housing all for the purpose of providing decent, safe, and sanitary residential housing to persons in the beneficiary classes (as provided for in the Enabling Act) with respect to multifamily housing; and

WHEREAS, the Authority is authorized and empowered by the Enabling Act to make commitments for any programs over which the Authority has jurisdiction; and

WHEREAS, upon obtaining the approval of the South Carolina State Fiscal Accountability Authority, the Authority is authorized by the Enabling Act to issue its notes or bonds and to use the proceeds thereof to fund any of the programs authorized by the Act under the terms and conditions provided for therein; and

WHEREAS, Bradley Brookfield Pointe, LLC, a South Carolina limited liability company (the “*Applicant*”), has requested the Authority to assist the Applicant in providing financing for a portion of the costs of acquisition of approximately 7.51 acres of land and the construction of approximately 90-unit apartments to be located four 3-story garden style apartment homes thereon on 7000 block of Brookfield Road (the “*Site*”) in the unincorporated area of Richland County near

Columbia, South Carolina, including a clubhouse and other amenities functionally related and subordinate thereto, and a portion of the costs of financing (collectively, the “**Project**”); and

WHEREAS, on the conditions described herein, and subject to the availability of adequate credit enhancement or other reserves, the Authority is willing to issue up to \$9,999,999 of its notes or bonds to provide for acquisition and construction of the Project (the “**Bonds**”); and

WHEREAS, the Applicant will borrow the proceeds of the sale of the Bonds and undertake the Project and intends that the interest on obligations issued by the Authority will be excluded from gross income for federal income tax purposes under Sections 103 and 142 of the Internal Revenue Code of 1986, as amended (the “**Tax Code**”); and

WHEREAS, the total cost of the Project is expected to be approximately \$19,500,000, to be financed by a combination of sources; and

WHEREAS, the Authority desires to formally indicate its present intent to provide such assistance to the Applicant through the proceeds of the Bonds pursuant to the Enabling Act but subject to the terms and conditions hereof;

**NOW, THEREFORE**, be it resolved by the Authority as follows:

**SECTION 1. Undertakings of Authority.** In the event the Applicant meets the requirements set forth herein, the Authority will undertake:

(a) to petition the South Carolina State Fiscal Accountability Authority for (i) an allocation of private activity bond volume cap under Section 146 of the Tax Code, and (ii) approval of the undertakings of the Authority hereunder;

(b) to request the City of Columbia (the “**City**”) and Richland County (the “**County**”), in accordance with the provisions of Section 147(f) of the Tax Code, to approve the proposal of the Authority to issue the Bonds; and

(c) to issue the Bonds under the provisions of the Enabling Act in the amount necessary to fund one or more mortgage loans to the Applicant, either directly, by purchase, or through a mortgage lender, in an amount of not to exceed \$9,999,999 to provide funds for the acquisition of the Site and the construction of the Project as affordable rental housing.

Any obligation of the Authority hereunder is subject to (i) the requirements that (A) any bonds not secured by an external credit enhancement or adequate reserves and rated at least “investment grade” by at least one of the nationally recognized municipal bond rating agencies be acquired solely as an investment by institutional investors for their own account, (B) the Bonds be approved, and sufficient private activity bond volume cap be allocated, by the South Carolina State Fiscal Accountability Authority; and (C) approvals for the issuance of the Bonds under the Tax Code by the City and the County; (ii) the payment of an acceptable fee to compensate the Authority for the services of its staff and for its participation in the transaction; and (iii) the right of the Authority,

in its sole discretion, to rescind this resolution and elect not to issue the Bonds or fund such mortgage loan or loans at some future date.

The Bonds will not be a debt or grant or loan of credit of the Authority, the City, the County, or the State of South Carolina (the “*State*”) or any other political subdivision of the State. Neither the State nor any political subdivision of the State will be liable for the Bonds, nor shall the Bonds be payable out of any funds other than those revenues of the Authority pledged to the payment of the Bonds under the Bond documents.

**SECTION 2. *Filing of Petition.*** The Executive Director, assistant Executive Director, and the staff of the Authority are hereby authorized and directed to execute and deliver a Petition to the South Carolina State Fiscal Accountability Authority requesting an allocation of private activity bond volume cap for the Bonds under Section 146 of the Tax Code and Section 1-11-500 *et. seq.* of the Code of Laws of South Carolina 1976, as amended (the “*Allocation Act*”), and a Petition for approval of the Bonds under Sections 13-3-90 and 31-13-220 Code of Laws of South Carolina, 1976, as amended, and to take such other action as is necessary or desirable to effect the purposes hereof without further action by the Commissioners; provided, however, that no Bonds shall be issued hereunder until the Commissioners have adopted a further resolution approving the terms and conditions thereof.

**SECTION 3. *Obligations of Applicant.*** In order to utilize the authorization referred to herein, the Applicant shall enter into agreements or documents containing the following agreements:

(a) to make the Project available for occupancy by persons in the beneficiary classes, as provided for in the Enabling Act, for such period and subject to such conditions as the Authority may determine;

(b) to provide such security for any of its obligations or mortgages to the Authority, or of the obligations of any other person to the Authority, as the Authority may in its sole discretion request;

(c) to enter into a mortgage loan agreement or agreements with respect to the Project on such terms and conditions permitted under the Enabling Act as the Authority may deem necessary or desirable;

(d) to pay all costs and expenses incurred by the Authority which are either (i) ordinary costs and expenses of the Authority or its counsel, or (ii) approved in advance by the Applicant, including the Authority’s reasonable counsel fees and the Authority’s other reasonable fees and expenses, in furtherance of the undertakings of the Authority hereunder, regardless of whether any Bonds are issued with respect to the Project;

(e) to provide the Authority with such information and material with respect to the Project, including financial statements and information, reports, tests, surveys, appraisals, plans, specifications, drawings, occupancy rates or rent rolls, studies or feasibility studies, legal

opinions, descriptions, and access for inspection of the Project or any other such items as may be required by the Authority;

(f) to enter into such agreements, execute such documents and provide such proofs or evidence as the Authority may, in its sole discretion, request in connection with its undertakings hereunder; and

(g) to make no use of the proceeds of the mortgage loan that is prohibited by the Tax Code or the Enabling Act, or that will jeopardize the exclusion of the interest income paid on the Bonds from the gross incomes of the recipients thereof.

**SECTION 4. *Limited Obligations; No Personal Liability; Termination.*** (a) The Authority or the Applicant may elect not to proceed with the Project or any issue of notes or bonds hereunder. The Authority shall not be obligated hereby to the Applicant or any other person by virtue of the adoption of this resolution. The Authority shall not be liable in any way to the Applicant or any other person for any decision it makes not to proceed hereunder regardless of any action taken by the Applicant or such other person whether known or unknown to the Authority.

(b) No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the Authority contained in the Bonds or any Bond documents against any member of the Board of Commissioners, or any officer or employee of the Authority, as such, in his or her individual capacity, past, present, or future, either directly or through the Authority, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that this Resolution, the Bonds, and the Bond documents will solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any member, officer, or employee as such, past, present, or future, either directly or by reason of any of the obligations, covenants, promises, or agreements, entered into between the Authority and the registered owners or to be implied therefrom as being supplemental hereto or thereto.

**SECTION 5. *Effective Date.*** All orders and resolutions or any parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This resolution shall take effect and be in full force from and upon its adoption by the Authority.

**SECTION 6. *Official Action--Reimbursement.*** It is the intention of the Authority that this resolution shall constitute an official action by the Authority evidencing its present intent within the meaning of the applicable regulations of the United States Department of the Treasury relating to the issuance of obligations under Section 142 of the Tax Code. In the event the Applicant pays expenditures incurred prior to the date of the issuance of the Bonds, and the Authority issues the Bonds, the Authority will permit the Applicant to be reimbursed for such expenditures from the proceeds of the Bonds as permitted under Treasury Regulation 1.150-2.

**SECTION 7. *Transfer.*** The rights of the Applicant under this resolution are intended to be for the benefit of the Applicant, or any entity affiliated with the Applicant and may be transferred by the Applicant to any such party controlled by the Applicant or, with the consent of



the Authority, to any other person. No other transfer of this resolution shall be valid or binding upon the Authority.

Done in meeting duly assembled this 20 day of May, 2021.

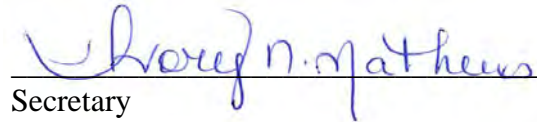
**HOUSING AUTHORITY OF THE CITY OF  
COLUMBIA, SOUTH CAROLINA**

Chairman



(SEAL)

ATTEST:

  
Secretary



**Agenda Briefing**

<b>Prepared by:</b>	Aric Jensen	<b>Title:</b>	Assistant County Administrator
<b>Department:</b>	Administration	<b>Division:</b>	
<b>Date Prepared:</b>	December 09, 2021	<b>Meeting Date:</b>	December 14, 2021
<b>Legal Review</b>	Elizabeth McLean via email		<b>Date:</b> December 09, 2021
<b>Subject:</b>	Resolution to Approve the Issuance of Revenue Bonds for St Andrew's Crossing by the Columbia Housing Authority		

**STAFF'S RECOMMENDED ACTION:**

Staff recommends approving the attached resolution regarding the proposed issuance of Housing Revenue Bonds by the Housing Authority for the City of Columbia, for the St Andrew's Crossing affordable housing development.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

Are funds allocated in the department's current fiscal year budget?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

None.

**COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:**

As the resolution is pursuant to federal law and does not create any fiscal obligation or ownership interest in the development or bonds, there is no fiscal or legal risk to the County.

**REGULATORY COMPLIANCE:**

Section 147(f) of the Internal Revenue Code of 1986

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

**STRATEGIC & GENERATIVE DISCUSSION:**

The County Council and its constituents have repeatedly communicated that the creation and preservation of affordable housing is a high priority. The St Andrew's Crossing development will provide approximately 84 new affordable housing units at 801 Zimalcrest Drive, in an urban area of Richland County near existing services and amenities.

Approving this Resolution does not fiscally obligate Richland County, nor does it create any interest in the development. The Resolution is a requirement of the Federal Tax Code that must be satisfied by the government entity having jurisdiction over the project location.

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

None.

**ATTACHMENTS:**

1. Host Resolution
2. Inducement Resolution

**A RESOLUTION**

**APPROVING THE ISSUANCE BY THE HOUSING AUTHORITY OF THE CITY OF COLUMBIA SOUTH CAROLINA OF ITS MULTIFAMILY HOUSING REVENUE NOTES OR BONDS (ST. ANDREWS CROSSINGS) IN THE MAXIMUM PRINCIPAL AMOUNT OF \$10,500,000, IN ONE OR MORE SERIES, PURSUANT TO SECTION 147(F) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, St. Andrew's Crossings, LP, a South Carolina limited liability company, or its successors or assigns (the "Sponsor"), has represented to the County Council (the "County Council") of Richland County, South Carolina (the "County") that it desires to finance the costs of acquisition, construction, and equipping of an approximately 84-unit new multifamily housing development and ancillary facilities, located at 801 Zimalcrest Drive in Richland County, South Carolina in the unincorporated area of Richland County (the "Project"); and,

WHEREAS, the Sponsor has further represented to the County Council that substantial cost savings would be recognized by financing the Project through a plan of financing consisting of the issuance by the Housing Authority of the City of Columbia, South Carolina (the "Issuer") of its multifamily housing revenue notes or bonds, in one or more series, in the maximum principal amount of Ten Million Five Hundred Thousand and No/100 (\$10,500,000.00) Dollars (the "Bonds") to finance the Project; and,

WHEREAS, the Sponsor has further represented to the County Council that a portion of the proceeds of the Bonds would be used for the purpose of (a) financing the cost of the land acquisition, construction, and equipping of the Project and (b) paying a portion of the costs of financing, including certain reserves, capitalized interest, and costs of issuance of the Bonds; and,

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended, including the U.S. Treasury Regulations promulgated thereunder (collectively, the "Code"), requires as a condition of exclusion from gross income for federal income tax purposes of the interest on private activity bonds, that the issuance of private activity bonds, as defined in Section 141(a) of the Code, such as the Bonds be approved, after a public hearing following reasonable public notice, by the governmental unit having jurisdiction over the area in which the bond financed property is located (the "147(f) Approval"); and,

WHEREAS, the County Council constitutes the elected legislative body of the County and the Sponsor has represented to the County Council that it is the applicable elected representative required to provide the 147(f) Approval with respect to the issuance of the Bonds for the purpose of financing the Project; and,

WHEREAS, the Sponsor has requested the County Council, pursuant to Section 147(f) of the Code, to provide the 147(f) Approval and to thereby approve the issuance by the Issuer of the Bonds for the purpose of providing funds to the Sponsor to finance the Project; and,

WHEREAS, on August 18, 2021, the Sponsor published in *The State*, a newspaper of general circulation in the County, a notice of public hearing to be held by the Issuer on August 25, 2021, at 11:00 a.m. or as soon thereafter as such matters may be heard by means of a telephonic meeting to consider the issuance by the Issuer of the Bonds and the nature of the Project to be financed with a portion of the proceeds of the Bonds; and,

WHEREAS, notice of the public hearing was duly published as indicated by the copy of the notice as it appeared in *The State* attached hereto as Exhibit A; and,

WHEREAS, the public hearing was duly held by the Issuer on August 25, 2021, during which public hearing members of the public were afforded the opportunity to express their views on the issuance by the Issuer of the Bonds and the use of a portion of the proceeds thereof to finance the Project as indicated by the Certificate as to Telephonic Public Hearing attached hereto as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Richland County, South Carolina, in meeting duly assembled:

**Section 1.** The issuance by the Issuer of the Bonds in the maximum principal amount of \$10,500,000 for the purpose of providing funds to the Sponsor to finance the Project is hereby approved pursuant to and in accordance with Section 147(f) of the Code.

**Section 2.** A hearing open to the public, and conducted telephonically due to the COVID-19 pandemic, pursuant to Internal Revenue Service Rev. Proc. 2020-21 as extended by Rev. Proc. 2021-39, was held on August 25, 2021, for which the Sponsor has represented to the County Council that due and reasonable public notice, being published in *The State* as described above, was given by or on behalf of the Sponsor in accordance with the provisions of applicable law and procedures established therefor.

**Section 3.** Such approval by the County Council shall not be construed as (i) an endorsement of the creditworthiness of the Issuer, the Sponsor, or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any building or other regulatory permits relating to the Project, and the County Council shall not be construed by reason of its adoption of this Resolution to make any such endorsement, finding, or recommendation, to have waived any rights of the County, or to have caused the County to be estopped from asserting any rights or responsibilities it may have in such regard. Further, the Bonds shall not constitute an indebtedness of the State of South Carolina, the County, or any political subdivision thereof, but shall be payable solely from revenues of the Sponsor pledged to the payment of the Bonds. The approval by the County Council of the issuance of the Bonds by the Issuer to finance the Project shall not be construed to obligate the County to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the acquisition, [construction][rehabilitation], or equipping of the Project.

**Section 4.** This Resolution shall take effect immediately upon its adoption.

**Section 5.** That the provisions of this Resolution are hereby declared to be separable, and if any section, phrase, or provision shall, for any reason, be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases, or provisions of this Resolution.

**Section 6.** That all resolutions or parts thereof in conflict with the provisions of the Resolution are, to the extent of such conflict, hereby superseded.

[signature page follows]

DONE AND RATIFIED this \_\_\_\_ day of \_\_\_\_\_, 2021

COUNTY COUNCIL OF RICHLAND  
COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

EXHIBIT A

AFFIDAVIT OF PUBLICATION OF NOTICE OF TELEPHONIC PUBLIC HEARING



Beaufort Gazette  
Belleville News-Democrat  
Bellingham Herald  
Bradenton Herald  
Centre Daily Times  
Charlotte Observer  
Columbus Ledger-Enquirer  
Fresno Bee

The Herald - Rock Hill  
Herald Sun - Durham  
Idaho Statesman  
Island Packet  
Kansas City Star  
Lexington Herald-Leader  
Merced Sun-Star  
Miami Herald

el Nuevo Herald - Miami  
Modesto Bee  
Raleigh News & Observer  
The Olympian  
Sacramento Bee  
Fort Worth Star-Telegram  
The State - Columbia  
Sun Herald - Biloxi

Sun News - Myrtle Beach  
The News Tribune Tacoma  
The Telegraph - Macon  
San Luis Obispo Tribune  
Tri-City Herald  
Wichita Eagle

## AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
37070	119711	Print Legal Ad - IPL0037401		\$544.61	2	42 L

Attention: Stacey L. Smith  
HOWELL LINKOUS & NETTLES LLC  
106 BROAD STREET  
CHARLESTON, SC 29401

### NOTICE OF TELEPHONIC PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that a public hearing will be held by the Housing Authority of the City of Columbia, South Carolina (the "**Issuer**"), on August 25, 2021 at 11:00 a.m., or as soon thereafter as the matter can be heard, and will be held telephonically by the Issuer, in connection with the issuance by the Issuer of its Multifamily Housing Revenue Bonds (SL Andrews Crossings) (the "**Bonds**"), in one or more tax-exempt and/or taxable series, as part of a plan of financing in an aggregate principal amount not to exceed \$10,500,000. The Bonds will be an issue of "exempt facility bonds" issued to finance a "qualified residential rental project" as defined in Section 142(a)(7) of the Internal Revenue Code of 1986, as amended (the "**Code**").

**Principal User of Bonds and Project.** The proceeds of such Bonds, when and if issued, will be loaned by the Issuer to St. Andrew's Crossings, LP (the "**Company**"). The Issuer will issue the Bonds under one or more Trust Indentures (the "**Indenture**") between the Issuer and U.S. Bank National Association (the "**Trustee**") and will use the proceeds of the Bonds to provide funds to a financial institution or institutions (the "**Lender**") to fund a mortgage loan or loans (the "**Mortgage Loan**") to the Company, to provide financing for a portion of the costs of acquisition of approximately 5.32 acres of land and the construction of approximately 84-unit apartment located thereon at 801 Zimacrest Drive in Richland County, South Carolina, and the substantial rehabilitation, furnishing and equipping thereof (the "**Project**"); to be owned by the Company.

**Limited Obligation.** The Bonds will be payable by the Issuer solely and exclusively out of payments to be made by the Company and the Trust Estate pledged to the Trustee under the Indenture. The Bonds will not constitute an indebtedness of the Issuer, the State of South Carolina, or any political subdivision thereof within the meaning of any South Carolina constitutional provision or statutory limitation nor give rise to a pecuniary liability of the Issuer, the State of South Carolina, or any political subdivision thereof. The Bonds will not constitute a charge against the general credit or taxing powers of the Issuer, the State of South Carolina, or any political subdivision thereof. The Issuer has no taxing authority.

**Teleconference Only.** Due to the COVID-19 public health emergency, pursuant to Internal Revenue Service Rev. Proc. 2020-21 as extended by Rev. Proc. 2020-49, the Public Hearing will be conducted by the Issuer telephonically and the public will not be able to attend in person. However, all persons who wish to provide comments or listen to the public hearing may join by calling toll free at 1-888-529-1884 using access code: 803 540 7804. Members of the public may submit oral or written comments to the Issuer to express their views for or against the proposed issuance of the Bonds or the location and nature of the Project. Those who present comments during the Public Hearing will be permitted to address the Issuer regarding the Project or the Bonds for no more than five (5) minutes. Members of the public may also submit views to the Issuer in writing via mail to Lucinda Herrera, Senior Vice President of Development, Housing Authority of the City of Columbia, South Carolina, 1917 Harden Street, Columbia, South Carolina 29204 or via email to cherrera@columbiahousing.org. The Issuer will not prepare a transcript of the public hearing.

**HOUSING AUTHORITY OF THE  
CITY OF COLUMBIA, SOUTH CAROLINA**  
IPL0037401  
Aug 18 2021

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

No. of Insertions: 1

Beginning Issue of: 08/18/2021

Ending Issue of: 08/18/2021

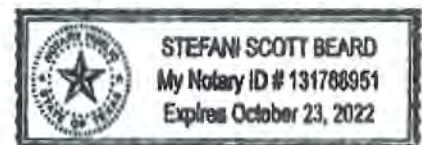
*Tara Pennington*

Tara Pennington

Sworn to and subscribed before me this 18th day of August in the year of 2021

*Stefani Beard*

Notary Public in and for the state of Texas, residing in Dallas County



*Errors - the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion.*

Extra charge for lost or duplicate affidavits.  
Legal document please do not destroy!



EXHIBIT B

CERTIFICATE OF TELEPHONIC PUBLIC HEARING

**CERTIFICATE AS TO TELEPHONIC PUBLIC HEARING**

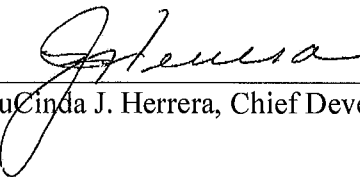
**(St. Andrew's Crossing)**

I, the undersigned, on behalf of the Housing Authority of the City of Columbia, South Carolina ("**Columbia Housing**") and Richland County, South Carolina do hereby certify as follows:

1. Attached hereto is an Affidavit of Publication of a Notice of Telephonic Public Hearing (the "**Notice**") related to a telephonic public hearing (the "**Public Hearing**") held by Columbia Housing in connection with the issuance by Columbia Housing of its not exceeding \$10,500,000 aggregate principal amount Multifamily Housing Revenue Bonds (St. Andrew's Crossing), the proceeds of which will be made available to St. Andrew's Crossing, LP, a South Carolina limited partnership (the "**Borrower**"), to assist it with the financing of a portion of the costs of acquisition of approximately 5.32 acres of land and the construction of approximately 84 unit apartment located thereon at 801 Zimalcrest Drive in Richland County, South Carolina (the "**Project**") and the substantial rehabilitation and improvement thereof, including amenities functionally related and subordinate thereto, and a portion of the costs of financing.

2. A representative of Columbia Housing was present at the Public Hearing described in the above-mentioned Notice, which hearing was held at the time and manner specified therein. Due to the current public health emergency, the Public Hearing was conducted telephonically and the public was provided a toll free access number to listen to the meeting, and provided an email and mailing address to submit written comments. All persons desiring to do so were given reasonable opportunity to speak and, if requested, to present their opinions in writing regarding the issuance by Columbia Housing of the Bonds and the use of the proceeds for the purposes described in paragraph 1 above. There were no written comments received and there was no opposition to the issuance of the Bonds for the purposes described in paragraph 1 above.

**IN WITNESS WHEREOF**, I have hereunto set my hand this 27<sup>th</sup> day of August, 2021.

  
\_\_\_\_\_  
Lucinda J. Herrera, Chief Development Officer



Beaufort Gazette  
 Belleville News-Democrat  
 Bellingham Herald  
 Bradenton Herald  
 Centre Daily Times  
 Charlotte Observer  
 Columbus Ledger-Enquirer  
 Fresno Bee

The Herald - Rock Hill  
 Herald Sun - Durham  
 Idaho Statesman  
 Island Packet  
 Kansas City Star  
 Lexington Herald-Leader  
 Merced Sun-Star  
 Miami Herald

el Nuevo Herald - Miami  
 Modesto Bee  
 Raleigh News & Observer  
 The Olympian  
 Sacramento Bee  
 Fort Worth Star-Telegram  
 The State - Columbia  
 Sun Herald - Biloxi

Sun News - Myrtle Beach  
 The News Tribune Tacoma  
 The Telegraph - Macon  
 San Luis Obispo Tribune  
 Tri-City Herald  
 Wichita Eagle

## AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
37070	119711	Print Legal Ad - IPL0037401		\$544.61	2	42L

Attention: Stacey L. Smith  
 HOWELL LINKOUS & NETTLES LLC  
 106 BROAD STREET  
 CHARLESTON, SC 29401

### NOTICE OF TELEPHONIC PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that a public hearing will be held by the Housing Authority of the City of Columbia, South Carolina (the "**Issuer**"), on August 25, 2021 at 11:00 a.m., or as soon thereafter as the matter can be heard, and will be held telephonically by the Issuer, in connection with the issuance by the Issuer of its Multifamily Housing Revenue Bonds (St. Andrews Crossings) (the "**Bonds**"), in one or more tax-exempt and/or taxable series, as part of a plan of financing in an aggregate principal amount not to exceed \$10,500,000. The Bonds will be an issue of "exempt facility bonds" issued to finance a "qualified residential rental project" as defined in Section 142(a)(7) of the Internal Revenue Code of 1986, as amended (the "**Code**").

**Principal User of Bonds and Project.** The proceeds of such Bonds, when and if issued, will be loaned by the Issuer to St. Andrew's Crossings, LP (the "**Company**"). The Issuer will issue the Bonds under one or more Trust Indentures (the "**Indenture**") between the Issuer and U.S. Bank National Association (the "**Trustee**") and will use the proceeds of the Bonds to provide funds to a financial institution or institutions (the "**Lender**") to fund a mortgage loan or loans (the "**Mortgage Loan**") to the Company, to provide financing for a portion of the costs of acquisition of approximately 5.32 acres of land and the construction of approximately 84-unit apartment located thereon at 801 Zimacrest Drive in Richland County, South Carolina, and the substantial rehabilitation, furnishing and equipping thereof (the "**Project**"); to be owned by the Company.

**Limited Obligation.** The Bonds will be payable by the Issuer solely and exclusively out of payments to be made by the Company and the Trust Estate pledged to the Trustee under the Indenture. The Bonds will not constitute an indebtedness of the Issuer, the State of South Carolina, or any political subdivision thereof within the meaning of any South Carolina constitutional provision or statutory limitation nor give rise to a pecuniary liability of the Issuer, the State of South Carolina, or any political subdivision thereof. The Bonds will not constitute a charge against the general credit or taxing powers of the Issuer, the State of South Carolina, or any political subdivision thereof. The Issuer has no taxing authority.

**Teleconference Only.** Due to the COVID-19 public health emergency, pursuant to Internal Revenue Service Rev. Proc. 2020-21 as extended by Rev. Proc. 2020-49, the Public Hearing will be conducted by the Issuer telephonically and the public will not be able to attend in person. However, all persons who wish to provide comments or listen to the public hearing may join by calling toll free at 1-888-529-1884 using access code: 803 540 7804. Members of the public may submit oral or written comments to the Issuer to express their views for or against the proposed Issuance of the Bonds or the location and nature of the Project. Those who present comments during the Public Hearing will be permitted to address the Issuer regarding the Project or the Bonds for no more than five (5) minutes. Members of the public may also submit views to the Issuer in writing via mail to Lucinda Herrera, Senior Vice President of Development, Housing Authority of the City of Columbia, South Carolina, 1917 Harden Street, Columbia, South Carolina 29204 or via email to cherrera@columbiainhousing.org. The Issuer will not prepare a transcript of the public hearing.

HOUSING AUTHORITY OF THE  
 CITY OF COLUMBIA, SOUTH CAROLINA  
 IPL0037401  
 Aug 18 2021

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

No. of Insertions: 1

Beginning Issue of: 08/18/2021

Ending Issue of: 08/18/2021

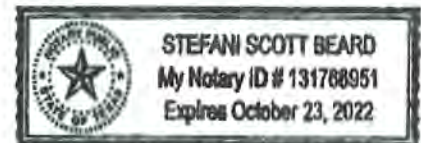
*Tara Pennington*

Tara Pennington

Sworn to and subscribed before me this 18th day of August in the year of 2021

*Stefani Beard*

Notary Public in and for the state of Texas, residing in Dallas County



*Errors - the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion.*

Extra charge for lost or duplicate affidavits.  
 Legal document please do not destroy!

A RESOLUTION PROVIDING THAT THE HOUSING AUTHORITY OF THE CITY OF COLUMBIA, SOUTH CAROLINA, WILL, UNDER CERTAIN CONDITIONS, ISSUE NOT TO EXCEED \$10,500,000 MULTIFAMILY HOUSING REVENUE BONDS (ST. ANDREWS CROSSINGS) TO FUND A MORTGAGE LOAN TO ST. ANDREW'S CROSSINGS, LP (OR AN ENTITY AFFILIATED THEREWITH), TO FINANCE THE ACQUISITION AND CONSTRUCTION OF A MULTIFAMILY HOUSING RENTAL PROJECT IN COLUMBIA, SOUTH CAROLINA, AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH, INCLUDING SEEKING CERTAIN APPROVALS BY THE CITY OF COLUMBIA AND THE SOUTH CAROLINA STATE FISCAL ACCOUNTABILITY AUTHORITY.

WHEREAS, the Housing Authority of the City of Columbia, South Carolina (the "**Authority**"), was created by a resolution adopted by the City Council of the City of Columbia (the "**City**") pursuant to Article 5 of Chapter 3 of Title 31 of the Code of Laws of South Carolina 1976, as amended; and

WHEREAS, the Authority acting by and through its Board of Commissioners (the "**Commissioners**"), is authorized and empowered under and pursuant to the provisions of Section 31-13-90 of the Code of Laws of South Carolina 1976, as amended (the "**Enabling Act**"), to have the same powers as the State Housing Finance and Development Authority pursuant to the provisions of Sections 31-13-160 through 31-13-330 of the Code of Laws of South Carolina 1976, as amended; and

WHEREAS, in accordance with the terms of the Enabling Act, the Authority is authorized and empowered to make mortgage loans in such amounts and on such terms and conditions as the Authority shall approve to housing sponsors for residential housing and housing development and to make loans to or purchase securities from mortgage lenders upon such terms and conditions as the Authority shall approve, including a requirement that the proceeds thereof be used by such mortgage lender for the making of mortgage loans for residential housing all for the purpose of providing decent, safe, and sanitary residential housing to persons in the beneficiary classes (as provided for in the Enabling Act) with respect to multifamily housing; and

WHEREAS, the Authority is authorized and empowered by the Enabling Act to make commitments for any programs over which the Authority has jurisdiction; and

WHEREAS, upon obtaining the approval of the South Carolina State Fiscal Accountability Authority, the Authority is authorized by the Enabling Act to issue its notes or bonds and to use the proceeds thereof to fund any of the programs authorized by the Act under the terms and conditions provided for therein; and

WHEREAS, St. Andrew's Crossings, LP, a South Carolina limited partnership (the "**Applicant**"), has requested the Authority to assist the Applicant in providing financing for a portion of the costs of acquisition of approximately 5.32 acres of land and the construction of approximately 84-unit apartment located thereon at 801 Zimalcrest Drive (the "**Site**") in Richland

County, South Carolina, including amenities functionally related and subordinate thereto, and a portion of the costs of financing (collectively, the “**Project**”); and

WHEREAS, on the conditions described herein, and subject to the availability of adequate credit enhancement or other reserves, the Authority is willing to issue up to \$10,500,000 of its notes or bonds to provide for acquisition and construction of the Project (the “**Bonds**”); and

WHEREAS, the Applicant will borrow the proceeds of the sale of the Bonds and undertake the Project and intends that the interest on obligations issued by the Authority will be excluded from gross income for federal income tax purposes under Sections 103 and 142 of the Internal Revenue Code of 1986, as amended (the “**Tax Code**”); and

WHEREAS, the total cost of the Project is expected to be approximately \$18,800,000, to be financed by a combination of sources; and

WHEREAS, the Authority desires to formally indicate its present intent to provide such assistance to the Applicant through the proceeds of the Bonds pursuant to the Enabling Act but subject to the terms and conditions hereof;

**NOW, THEREFORE**, be it resolved by the Authority as follows:

**SECTION 1. Undertakings of Authority.** In the event the Applicant meets the requirements set forth herein, the Authority will undertake:

(a) to petition the South Carolina State Fiscal Accountability Authority for (i) an allocation of private activity bond volume cap under Section 146 of the Tax Code, and (ii) approval of the undertakings of the Authority hereunder;

(b) to request the City of Columbia (the “**City**”), and the County Council of Richland County (the “**County Council**”), in accordance with the provisions of Section 147(f) of the Tax Code, to approve the proposal of the Authority to issue the Bonds; and

(c) to issue the Bonds under the provisions of the Enabling Act in the amount necessary to fund one or more mortgage loans to the Applicant, either directly, by purchase, or through a mortgage lender, in an amount of not to exceed \$10,500,000 to provide funds for the acquisition of the Site and the construction of the Project as affordable rental housing.

Any obligation of the Authority hereunder is subject to (i) the requirements that (A) any bonds not secured by an external credit enhancement or adequate reserves and rated at least “investment grade” by at least one of the nationally recognized municipal bond rating agencies be acquired solely as an investment by institutional investors for their own account, (B) the Bonds be approved, and sufficient private activity bond volume cap be allocated, by the South Carolina State Fiscal Accountability Authority; and (C) approvals for the issuance of the Bonds under the Tax Code by County Council and the City; (ii) the payment of an acceptable fee to compensate the Authority for the services of its staff and for its participation in the transaction; and (iii) the right of the

Authority, in its sole discretion, to rescind this resolution and elect not to issue the Bonds or fund such mortgage loan or loans at some future date.

The Bonds will not be a debt or grant or loan of credit of the Authority, the City, the County Council, or the State of South Carolina (the “*State*”) or any other political subdivision of the State. Neither the State nor any political subdivision of the State will be liable for the Bonds, nor shall the Bonds be payable out of any funds other than those revenues of the Authority pledged to the payment of the Bonds under the Bond documents.

**SECTION 2. *Filing of Petition.*** The Executive Director, assistant Executive Director, and the staff of the Authority are hereby authorized and directed to execute and deliver a Petition to the South Carolina State Fiscal Accountability Authority requesting an allocation of private activity bond volume cap for the Bonds under Section 146 of the Tax Code and Section 1-11-500 *et. seq.* of the Code of Laws of South Carolina 1976, as amended (the “*Allocation Act*”), and a Petition for approval of the Bonds under Sections 13-3-90 and 31-13-220 Code of Laws of South Carolina, 1976, as amended, and to take such other action as is necessary or desirable to effect the purposes hereof without further action by the Commissioners; provided, however, that no Bonds shall be issued hereunder until the Commissioners have adopted a further resolution approving the terms and conditions thereof.

**SECTION 3. *Obligations of Applicant.*** In order to utilize the authorization referred to herein, the Applicant shall enter into agreements or documents containing the following agreements:

- (a) to make the Project available for occupancy by persons in the beneficiary classes, as provided for in the Enabling Act, for such period and subject to such conditions as the Authority may determine;
- (b) to provide such security for any of its obligations or mortgages to the Authority, or of the obligations of any other person to the Authority, as the Authority may in its sole discretion request;
- (c) to enter into a mortgage loan agreement or agreements with respect to the Project on such terms and conditions permitted under the Enabling Act as the Authority may deem necessary or desirable;
- (d) to pay all costs and expenses incurred by the Authority which are either (i) ordinary costs and expenses of the Authority or its counsel, or (ii) approved in advance by the Applicant, including the Authority’s reasonable counsel fees and the Authority’s other reasonable fees and expenses, in furtherance of the undertakings of the Authority hereunder, regardless of whether any Bonds are issued with respect to the Project;
- (e) to provide the Authority with such information and material with respect to the Project, including financial statements and information, reports, tests, surveys, appraisals, plans, specifications, drawings, occupancy rates or rent rolls, studies or feasibility studies, legal

opinions, descriptions, and access for inspection of the Project or any other such items as may be required by the Authority;

(f) to enter into such agreements, execute such documents and provide such proofs or evidence as the Authority may, in its sole discretion, request in connection with its undertakings hereunder; and

(g) to make no use of the proceeds of the mortgage loan that is prohibited by the Tax Code or the Enabling Act, or that will jeopardize the exclusion of the interest income paid on the Bonds from the gross incomes of the recipients thereof.

**SECTION 4. *Limited Obligations; No Personal Liability; Termination.*** (a) The Authority or the Applicant may elect not to proceed with the Project or any issue of notes or bonds hereunder. The Authority shall not be obligated hereby to the Applicant or any other person by virtue of the adoption of this resolution. Neither the Applicant nor any other person shall have the right hereunder and the Authority shall not be liable in any way to the Applicant or such other person for any decision it makes not to proceed hereunder regardless of any action taken by the Applicant or such other person whether known or unknown to the Authority.

(b) No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the Authority contained in the Bonds or any Bond documents against any member of the Board of Commissioners, or any officer or employee of the Authority, as such, in his or her individual capacity, past, present, or future, either directly or through the Authority, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that this Resolution, the Bonds, and the Bond documents will solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any member, officer, or employee as such, past, present, or future, either directly or by reason of any of the obligations, covenants, promises, or agreements, entered into between the Authority and the registered owners or to be implied therefrom as being supplemental hereto or thereto.

**SECTION 5. *Effective Date.*** All orders and resolutions or any parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This resolution shall take effect and be in full force from and upon its adoption by the Authority.

**SECTION 6. *Official Action--Reimbursement.*** It is the intention of the Authority that this resolution shall constitute an official action by the Authority evidencing its present intent within the meaning of the applicable regulations of the United States Department of the Treasury relating to the issuance of obligations under Section 142 of the Tax Code. In the event the Applicant pays expenditures incurred prior to the date of the issuance of the Bonds, and the Authority issues the Bonds, the Authority will permit the Applicant to be reimbursed for such expenditures from the proceeds of the Bonds as permitted under Treasury Regulation 1.150-2.

**SECTION 7. *Transfer.*** The rights of the Applicant under this resolution are intended to be for the benefit of the Applicant, or any entity affiliated with the Applicant and may be transferred by the Applicant to any such party controlled by the Applicant or, with the consent of

the Authority, to any other person. No other transfer of this resolution shall be valid or binding upon the Authority.

Done in meeting duly assembled this \_\_\_ day of April, 2021.

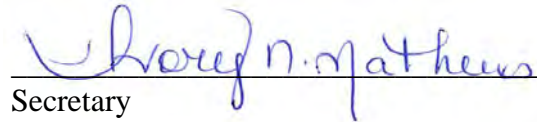
**HOUSING AUTHORITY OF THE CITY OF  
COLUMBIA, SOUTH CAROLINA**



\_\_\_\_\_  
Chairman

(SEAL)

ATTEST:

  
Secretary