



**RICHLAND COUNTY COUNCIL  
REGULAR SESSION AGENDA**

**SEPTEMBER 16, 2014  
6:00 PM**

**CALL TO ORDER** **THE HONORABLE NORMAN JACKSON**

**INVOCATION** **THE HONORABLE TORREY RUSH**

**PLEDGE OF ALLEGIANCE** **THE HONORABLE TORREY RUSH**

**Approval Of Minutes**

1. Regular Session: September 9, 2014 [PAGES 6-15]

**Adoption Of The Agenda**

**Report Of The Attorney For Executive Session Items**

2. a. Computer Software Maintenance  
b. Solid Waste Contractual Matter

**Citizen's Input**

3. For Items on the Agenda Not Requiring a Public Hearing

**Report Of The County Administrator**

4. a. Employee Recognition: Will Simon - Board of Directors, SC American Public Works Association  
b. Countywide Watershed Improvement Plan - Stakeholder Task Group

**Report Of The Clerk Of Council**

5. a. Proposed Retreat Dates:
  1. January 22-23, 2015

2. January 29-30, 2015
- b. Proposed Retreat Locations:
  1. Riverbanks Zoo
  2. Wampee Conference Center
  3. Clemson: Sandhills Research & Education Center
  4. Parklane Adult Activity Center

## **Report Of The Chairman**

### **Presentations**

6. a. South Carolina Pro Am League: Cary Rich, Commissioner

### **Open/Close Public Hearings**

7. a. Resolution in support of the issuance by the South Carolina Jobs-Economic Development Authority of its revenue bonds or notes (Bishop of Charleston) in one or more series and in one or more years, pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended, in the aggregate principal amount of not exceeding \$25,000,000
- b. An Ordinance Authorizing, pursuant to Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina, the Ritedose Corporation, a corporation organized and existing under the laws of the State of Delaware, and TRC Propco, Inc., a corporation organized and existing under the laws of the State of Delaware ("Companies") concerning a new project; authorizing and providing with respect to an existing project for the convenience of an arrangement for fee-in-lieu of tax payments between Richland County and the companies under Title 4, Chapter 12, South Carolina Code of Laws, 1976, as amended to an arrangement under Title 12, South Carolina Code of Laws, 1976, as amended; and matters relating thereto

### **Approval Of Consent Items**

8. An Ordinance Authorizing pursuant to Title 4, Chapter 1, Section 170; Title 4, Chapter 1, Section 175; and Title 4, Chapter 29, Section 68 of the Code of Laws of South Carolina, 1976, as amended, the execution and delivery of an amendment to a Special Source Revenue Credit Agreement between Richland County, South Carolina and WNS Global Services Inc.; and matters relating thereto [**THIRD READING**] [**PAGES 22-31**]
9. Ordinance Authorizing an Amendment to the Master Agreement governing the I-77 Corridor Regional Industrial Park by and between Fairfield County, South Carolina and Richland County, South Carolina, in order to expand the boundaries of the park to include certain property located in Fairfield County (Enor Corporation SC, LLC), and other matters related thereto [**SECOND READING**] [**PAGES 32-37**]
10. An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration;

Article X, Purchasing Division 7, Small Local Business Enterprise Procurement Requirements; so as to require a business to be established in the County at least one year before certification application [SECOND READING] [PAGES 38-41]

### **Third Reading Items**

11. An Ordinance Authorizing, pursuant to Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina, the Ritedose Corporation, a corporation organized and existing under the laws of the State of Delaware, and TRC Propco, Inc., a corporation organized and existing under the laws of the State of Delaware ("Companies") concerning a new project; authorizing and providing with respect to an existing project for the conversion of an arrangement for fee-in-lieu of tax payments between Richland County and the companies under Title 4, Chapter 12, South Carolina Code of Laws, 1976, as amended to an arrangement under Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended; and matters relating thereto [PAGES 42-138]

### **Report Of Economic Development Committee**

12. a. Resolution in support of the issuance by the South Carolina Jobs-Economic Development Authority of its revenue bonds or notes (Bishop of Charleston) in one or more series and in one or more years, pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended, in the aggregate principal amount of not exceeding \$25,000,000 [PAGES 139-141]
- b. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a Credit Agreement to provide for Special Source Revenue credits to a company identified for the time being as Project Peak; and other related matters [PAGE 142]

### **Report Of Rules And Appointments Committee**

#### **1. Notification Of Vacancies**

13. Airport Commission-1; there is currently one vacancy on the Commission [PAGE 143]

Robert C. Pulliam, September 18, 2016 (Resigned)

### **Other Items**

14. **REPORT OF THE RICHLAND COUNTY OFFICE OF SMALL BUSINESS OPPORTUNITY AD HOC COMMITTEE: [PAGES 144-150]**
  - a. Mission Statement
  - b. Establishment of Divisions
    1. SLBE Division
    2. Business Development Division
    3. Future Division(s) [DBE, MWBDE, etc.]

- c. Technical Assistance Program
  - 1. Mentor Protege Program
  - 2. Access to Financial Capital Program

15. Evaluation Committee Short-List Report: Dirt Road Paving Program: RC-Q-2014-DRP  
[PAGES ]

16. Evaluation Committee Short-List Report: On-Call Engineering Team Services: RC-Q-2014-OET  
[PAGES ]

### **Citizen's Input**

- 17. Must Pertain to Items Not on the Agenda

### **Executive Session**

### **Motion Period**

- 18. a. Resolution in support of Palmetto Health's "2014 Women at Heart Forum and Exhibition" [JACKSON]
- b. Council review why varying boards have varying terms and consider if terms be consistent [DIXON & MANNING]
- c. Resolution declaring October as "National Community Planning Month"
- d. Move that developers must release or turnover control of the Homeowners Association and fees to the property owners when the subdivision reaches at least 70% buildout [JACKSON]
- e. Any bid from a Richland County business that is within a 10% difference should have the opportunity to alter their bid for the advertised contract [JACKSON]
- f. Explore impact fees and State law on areas of future development and how it relates to Richland County [JACKSON]
- g. To explore and develop a "Preservation Land Management Plan". This program will help protect rural family land against urban sprawl and development, preserve the unique cultural heritage of Lower Richland communities, sustain Lower Richland diverse ecosystem, increase land value and income through sustainable forestry and agro-forestry management, and engage under-represented groups in land use dialogue and in the value of land stewardship [WASHINGTON]

### **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 Request of Action

**Subject**

Regular Session: September 9, 2014 [**PAGES 6-15**]

# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA

### REGULAR SESSION MINUTES

September 9, 2014  
6:00 PM  
County Council Chambers

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

#### CALL TO ORDER

Mr. Jackson called the meeting to order at approximately 6:01 PM

#### INVOCATION

The Invocation was given by the Honorable Julie-Ann Dixon

#### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Julie-Ann Dixon

#### APPROVAL OF MINUTES

Ms. Dickerson moved, seconded by Ms. Dixon, to approve the minutes as distributed. The vote in favor was unanimous.

#### ADOPTION OF THE AGENDA

Ms. Dickerson moved, seconded by Ms. Dixon, to adopt the agenda.

Mr. Washington moved, seconded by Mr. Malinowski, to add a motion to appoint a Budget Committee. The vote in favor was unanimous.

Ms. Dickerson moved, seconded by Ms. Dixon, to adopt the agenda as amended. The vote in favor was unanimous.

#### REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS

Mr. Smith stated that the following items were potential Executive Session Items:

- a. **Personnel Matter**
- b. **Contractual Matter: Phase II ESA and Appraisal**



#### Council Members Present

Norman Jackson, Chair  
Joyce Dickerson, Vice Chair  
Julie-Ann Dixon  
Damon Jeter  
Paul Livingston  
Bill Malinowski  
Jim Manning  
Greg Pearce  
Torrey Rush  
Seth Rose  
Kelvin E. Washington, Sr.

#### Others Present:

Tony McDonald  
Sparty Hammett  
Roxanne Ancheta  
Warren Harley  
Nancy Stone-Collum  
Larry Smith  
Anna Lange  
Laura Saylor  
Christy Swofford  
Chad Fosnight  
Daniel Driggers  
John Hixon  
Dale Welch  
Justine Jones  
Monique Walters  
Rob Perry  
Brandon Madden  
Beverly Harris  
Nelson Lindsay  
Tommy DeLage  
Andy Metts  
Michelle Onley  
Monique McDaniels

# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA

Richland County Council  
Regular Session  
Tuesday, September 9, 2014  
Page Two



### REPORT OF THE COUNTY ADMINISTRATOR

- a. **Public Information Office Award** – Mr. McDonald stated that the Public Information Office won an award from the SC Chapter of the International Association of Business Communicators for a collection of Richland County news releases.
- b. **Employee Introduction: Procurement Director** – Mr. McDonald introduced Ms. Cheryl Patrick to Council.
- c. **SCE&G LED Projects – Check Presentation** – Mr. McDonald stated that Richland County received grants from the State Energy Office and SCE&G for the LED retrofits at Public Works and a portion of the Alvin S. Glenn Detention Center. The grant from the State Energy Office was in the amount of \$5,000 and the SCE&G grant was in the amount of \$10,750. A \$1,300 reduction in billing has been realized in the first quarter due to the retrofits.

### CITIZENS' INPUT

Mr. Willie Washington spoke regarding Benedict College's budget increase request.

Ms. Helen Taylor Bradley and Ms. Wendy Brawley spoke regarding the following motion: "Remove the requirements placing a lien on property if owners do not pay sewer bill". Ms. Brawley presented four (4) FOIA requests to County Council and staff.

### REPORT OF THE CLERK OF COUNCIL

- a. **Kingsville Annual Reunion and Festival** – Ms. McDaniels stated that the Kingsville Annual Reunion and Festival will be held on September 12-14 at Wilson Lake House in Gadsden.
- b. **Councilwoman Dixon's Birthday** – Ms. McDaniels stated that Ms. Dixon's birthday is tomorrow.

### REPORT OF THE CHAIRMAN

- a. **Personnel Matter** – This item was taken up in Executive Session.



# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA

Richland County Council  
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### PUBLIC HEARINGS

- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 2; Administration; Article X, Purchasing by adding Section 2-591, to authorize County Council to determine which purchasing decisions regarding purchasing made exclusively with monies raised through the penny tax are of such County-wide significance that County Council has the authority to make the final and conclusive determination to whom to award the contracts – No one signed up to speak.**
- **An Ordinance Amending the Fiscal Year 2013-2014 Township Capital Projects budget to add Nine Hundred Fifty Six Thousand Dollars – No one signed up to speak.**
- **An Ordinance Amending the Fiscal Year 2014-2015 General Fund Annual Budget to appropriate \$60,000 of General Fund Unassigned Balance to be used for Engineering Design and Easement Acquisition or the Lower Richland Sewer Project – Ms. Ruthyne Scott, Mr. Arnold Young, Ms. Donzetta Taylor Lindsay, Ms. Rhonda Daniels Myers, Ms. Linda McRant, Mr. Micheal Robinson, Ms. Muriel Henderson, Ms. Paige Peters, Ms. Jackie Brown, Ms. Rena Grant, Bettye House, Ms. Rosa Davis and Mr. Laura Grant spoke against this item.**
- **An Ordinance Authorizing pursuant to Title 4, Chapter 1, Section 170; Title 4, Chapter 1, Section 175; and Title 4, Chapter 29, Section 68 of the Code of Laws of South Carolina, 1976, as amended, the execution and delivery of an amendment to a Special Source Revenue Credit Agreement between Richland County, South Carolina and WNS Global Services Inc.; and matters relating thereto – No one signed up to speak.**

### APPROVAL OF CONSENT ITEMS

- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 2; Administration; Article X, Purchasing by adding Section 2-591 to authorize County Council to determine which purchasing decisions regarding purchasing made exclusively with monies raised through the penny tax are of such County-wide significance that County Council has the authority to make the final and conclusive determination to whom to award the contracts [THIRD READING]**
- **An Ordinance Amending the Fiscal Year 2013-2014 Township Capital Project s budget to add Nine Hundred Fifty Six Thousand Dollars [THIRD READING] – Mr. Pearce moved, seconded by Mr. Livingston, to reconsider this item. The motion failed.**

# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA



Richland County Council  
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- **An Ordinance Authorizing pursuant to Title 4, Chapter 1, Section 170; Title 4, Chapter 1, Section 175; and Title 4, Chapter 29, Section 68 of the Code of Laws of South Carolina, 1976, as amended, the execution and delivery of an amendment to a Special Source Revenue Credit Agreement between Richland County, South Carolina and WNS Global Services Inc.; and matters relating thereto [SECOND READING]**

Mr. Livingston moved, seconded by Mr. Washington, to approve the consent items. The vote in favor was unanimous.

### THIRD READING ITEM

**An Ordinance Amending the Fiscal Year 2014-2015 General Fund Annual Budget to appropriate \$60,000.00 of General Fund Unassigned Balance to be used for Engineering Design and Easement Acquisition for the Lower Richland Sewer Project** – Mr. Washington moved, seconded by Mr. Jackson, to approve the \$60,000 budget amendment for the engineering design and easement acquisition; and all tap fees be waived for all customers to sign up for the connection prior to the project going to bid. Similarly to the Hopkins Water Project, in compliance with previous approved Rural Development letter of condition. This includes the construction of sewer service line up to 200 feet and the elimination of the septic tanks. A discussion took place.

Mr. Malinowski moved, seconded by Mr. Pearce, to defer until the following information is obtained: (a) Overall financial impact; (b) When will residents have to start paying the tap fees after the project goes to a bid process; (c) The downsized project scope; (d) community input; and (e) Definition a failing septic system; (f) Council submit additional questions/information to Mr. Metts by September 12<sup>th</sup>. The vote in favor was unanimous.

### SECOND READING ITEM

**An Ordinance Authorizing, pursuant to Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a Fee Agreement between Richland County, South Carolina, Project Aquarius, a corporation organized and existing under the laws of the State of Delaware, and sponsor affiliate, a corporation organized and existing under the laws of the State of Delaware ("Companies") concerning a new project; authorizing and providing with respect to an existing project for the conversion of an arrangement for fee-in-lieu of tax payments between Richland County and the companies under Title 4, Chapter 12, South Carolina Code of Laws, 1976, as amended to an arrangement under Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended; and matters relating thereto** – Mr. Livingston moved, seconded by Mr. Rush, to approve this item. The vote was in favor.

# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA

Richland County Council  
Regular Session  
Tuesday, September 9, 2014  
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### REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

**Ordinance Authorizing an Amendment to the Master Agreement governing the I-77 Corridor Regional Industrial Park by and between Fairfield County, South Carolina and Richland County, South Carolina, in order to expand the boundaries of the park to include certain property located in Fairfield County (Enor Corporation SC, LLC), and other matters related thereto** – Mr. Livingston stated that the committee recommended approval of this item. The vote in favor was unanimous.

### REPORT OF RULES AND APPOINTMENTS COMMITTEE

#### I. NOTIFICATION OF VACANCIES

- a. **Business Service Center Appeals Board – 1** – Mr. Malinowski stated that the committee recommended advertising for this vacancy. The vote in favor was unanimous.
- b. **Central Midlands Council of Governments – 2** – Mr. Malinowski stated that the committee recommended advertising for these vacancies. The vote in favor was unanimous.
- c. **Historic Columbia Foundation – 1** – Mr. Malinowski stated that the committee recommended advertising for this vacancy. The vote in favor was unanimous.

#### II. NOTIFICATION OF APPOINTMENTS

- a. **Accommodations Tax Committee – 2** – Mr. Malinowski stated that the committee recommended re-advertising for these vacancies. The vote in favor was unanimous.
- b. **Board of Zoning Appeals – 1** – Mr. Malinowski stated that the committee recommended re-advertising for this vacancy. The vote in favor was unanimous.
- c. **Building Codes Board of Appeals – 3** – Mr. Malinowski stated that the committee recommended re-advertising for these vacancies. The vote in favor was unanimous.
- d. **East Richland Public Service Commission – 1** – Mr. Malinowski stated that the committee recommended re-appointing Dr. John H. Hudgens.

# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA

Richland County Council  
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Mr. Washington moved to appoint Mr. Henry "Gary" Anderson, III. The motion died for lack of a second.

- e. **Employee Grievance Committee - 1** – Mr. Malinowski stated that this item was retained in committee.
- f. **Historic Columbia Foundation - 1** – Mr. Malinowski stated that the committee recommended appointing Ms. Dawn Mills Campbell. The vote in favor was unanimous.
- g. **Library Board - 6** – Mr. Malinowski stated that the committee recommended re-appointing Mr. Nate Barber, Dr. Ida Thompson and Alethia Rearden, and appointing Mr. Ed Garrison, Dr. Johnny Ray Noble, and Ms. Yvonne Stocker. The vote in favor was unanimous.
- h. **Procurement Review Panel - 2** – Mr. Malinowski stated that the committee recommended appointing Ms. Willa Martin Bailey and re-advertising for the other position. The vote in favor was unanimous.
- i. **Township Auditorium Board - 1** – Mr. Malinowski stated that the committee recommended appointing Ms. Megan Pinckney.

Mr. Washington moved to divide the question. The motion failed.

The vote in favor was unanimous to appoint Ms. Megan Pinckney.

### REPORT OF THE RICHLAND COUNTY OFFICE OF SMALL BUSINESS OPPORTUNITY AD HOC COMMITTEE

- a. **Mission Statement** – This item was deferred until the September 16<sup>th</sup> Council meeting.

### OTHER ITEMS

**A Resolution to appoint and commission Thomas E. DeLage, Jr., as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County** – Mr. Pearce moved, seconded by Ms. Dixon, to approve this item. The vote in favor was unanimous.

### CITIZENS' INPUT

Ms. Vi Hendley requested Council's financial support toward the construction of a new Olympia Fire Station.

# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA

**Richland County Council**  
**Regular Session**  
**Tuesday, September 9, 2014**  
**Page Seven**



Mr. Paul Brawley spoke regarding the treatment of the Hopkins citizens.

Mr. Barry Green spoke regarding his disappointment with County Council members.

### **EXECUTIVE SESSION**

- a. **Contractual Matter: Phase II ESA and Appraisal** – Mr. Pearce moved, seconded by Mr. Malinowski, to direct the County Administrator to proceed with first right of refusal on a parcel of land the County is interested in obtaining. The vote in favor was unanimous.

### **MOTION PERIOD**

- a. Move to have Richland County identify funds to match the City of Columbia's commitment of \$500,050 to begin the process of securing a site and planning a new Olympia Fire Station [ROSE] – This item was referred to the Fire Ad Hoc Committee.
- b. Move to direct the Economic Development Director to explore incentives for economic development opportunities that could be in the identified priority investment areas that are outlined in the comprehensive plan [WASHINGTON] – This item was referred to the Economic Development Committee.
- c. Move to fund "Famously Hot" New Year's Celebration at \$50,000 [DIXON] – This item was referred to the A&F Committee.
- d. Green Apple Day of Service Resolution [DICKERSON] – Ms. Dickerson moved, seconded by Ms. Dixon, to adopt the Green Apple Day of Service resolution. The vote in favor was unanimous.
- e. Move to direct staff to review microphone mute options for Council Chambers [WASHINGTON] – This item was referred to the D&S Committee.
- f. Resolution Honoring Carolyn Cliett [JACKSON] – Mr. Pearce moved, seconded by Ms. Dixon, to adopt a resolution honoring Ms. Carolyn Cliett. The vote in favor was unanimous.
- g. Diversity Tech Resolution [JACKSON] – Mr. Livingston moved, seconded by Ms. Dixon, to adopt a Diversity Tech resolution. The vote in favor was unanimous.

# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA

**Richland County Council**  
**Regular Session**  
**Tuesday, September 9, 2014**  
**Page Eight**



- h. Move to send the Palmetto Capital City Classic request for additional funding in the amount of \$30,000 to committee for a recommendation [JACKSON] This item was referred to the A&F Committee.
- i. Resolution for Richland County Soil and Water Chairman John Green [ROSE] – Mr. Washington moved, seconded by Ms. Dixon, to adopt a resolution honoring Richland County Soil and Water Chairman John Green. The vote in favor was unanimous.
- j. Remove the requirements placing a lien on property if owners do not pay sewer bill or maintain overgrown lots [JACKSON] – This item was referred to the D&S Committee. Mr. Washington requested clarity regarding the Sheriff's Departments authority with regard to abandoned buildings.

Ms. Dickerson moved, seconded by Ms. Dixon, to reconsider all of the resolutions adopted during the motion period. The motion failed.

### ADJOURNMENT

The meeting adjourned at approximately 7:55 PM.

\_\_\_\_\_  
Norman Jackson, Chair

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Joyce Dickerson, Vice-Chair

\_\_\_\_\_  
Julie-Ann Dixon

\_\_\_\_\_  
Damon Jeter

\_\_\_\_\_  
Paul Livingston

\_\_\_\_\_  
Bill Malinowski

\_\_\_\_\_  
Jim Manning

\_\_\_\_\_  
Greg Pearce

\_\_\_\_\_  
Seth Rose

# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA

**Richland County Council**  
**Regular Session**  
**Tuesday, September 9, 2014**  
**Page Nine**

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Torrey Rush

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Kelvin E. Washington, Sr.

The Minutes were transcribed by Michelle M. Onley, Deputy Clerk of Council



# Richland County Council Request of Action

**Subject**

- a. Computer Software Maintenance
- b. Solid Waste Contractual Matter



# Richland County Council Request of Action

**Subject**

For Items on the Agenda Not Requiring a Public Hearing

# Richland County Council Request of Action

**Subject**

- a. Employee Recognition: Will Simon - Board of Directors, SC American Public Works Association
- b. Countywide Watershed Improvement Plan - Stakeholder Task Group

# Richland County Council Request of Action

## **Subject**

- a. Proposed Retreat Dates:
  - 1. January 22-23, 2015
  - 2. January 29-30, 2015
- b. Proposed Retreat Locations:
  - 1. Riverbanks Zoo
  - 2. Wampee Conference Center
  - 3. Clemson: Sandhills Research & Education Center
  - 4. Parklane Adult Activity Center

# Richland County Council Request of Action

**Subject**

- a. South Carolina Pro Am League: Cary Rich, Commissioner

# Richland County Council Request of Action

## **Subject**

a. Resolution in support of the issuance by the South Carolina Jobs-Economic Development Authority of its revenue bonds or notes (Bishop of Charleston) in one or more series and in one or more years, pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended, in the aggregate principal amount of not exceeding \$25,000,000

b. An Ordinance Authorizing, pursuant to Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina, the Ritedose Corporation, a corporation organized and existing under the laws of the State of Delaware, and TRC Propco, Inc., a corporation organized and existing under the laws of the State of Delaware ("Companies") concerning a new project; authorizing and providing with respect to an existing project for the convenience of an arrangement for fee-in-lieu of tax payments between Richland County and the companies under Title 4, Chapter 12, South Carolina Code of Laws, 1976, as amended to an arrangement under Title 12, South Carolina Code of Laws, 1976, as amended; and matters relating thereto

# Richland County Council Request of Action

## **Subject**

An Ordinance Authorizing pursuant to Title 4, Chapter 1, Section 170; Title 4, Chapter 1, Section 175; and Title 4, Chapter 29, Section 68 of the Code of Laws of South Carolina, 1976, as amended, the execution and delivery of an amendment to a Special Source Revenue Credit Agreement between Richland County, South Carolina and WNS Global Services Inc.; and matters relating thereto **[THIRD READING] [PAGES 22-31]**

## **Notes**

First Reading: July 15, 2014  
Second Reading: September 9, 2014  
Third Reading:  
Public Hearing: September 9, 2014

**STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_-014**

**AN ORDINANCE AUTHORIZING PURSUANT TO TITLE 4, CHAPTER 1, SECTION 170; TITLE 4, CHAPTER 1, SECTION 175; AND TITLE 4, CHAPTER 29, SECTION 68 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF AN AMENDMENT TO A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND WNS GLOBAL SERVICES INC.; AND MATTERS RELATING THERETO.**

WHEREAS, the County and WNS Global Services, Inc. (the “Company”) entered into a Special Source Revenue Credit Agreement dated as of July 18, 2012 (the “SSRC Agreement”), concerning a project in the County;

WHEREAS, by the terms of the SSRC Agreement, the benefits under the SSRC Agreement terminate if the Company does not achieve certain job creation benchmarks by certain dates;

WHEREAS, the Company has experienced a delay in executing its anticipated employment contracts and thus, is unable to timely meet the job commitment benchmarks as set forth in the SSRC Agreement;

WHEREAS, the Company does anticipate finalizing its employment contracts and hiring at least 100 employees by December 31, 2014;

WHEREAS, in anticipation of creating at least 100 jobs by December 31, 2014, and a total of 400 jobs at the Company’s project in the County, the Company has asked the County to (i) not terminate the SSRC Agreement and (ii) amend the deadlines by which the Company must achieve the job commitment benchmarks;

WHEREAS, because of the Company’s continued commitment to investing and creating jobs in the County, the County desires to enter into an amendment with the Company to continue the benefits under the SSRC Agreement and amend the job creation deadlines (the “Amendment”);

WHEREAS, there has been prepared and presented to this meeting of Richland County Council (the “County Council”) the proposed form of the Amendment which is attached as Exhibit A; and

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

NOW, THEREFORE, BE IT ORDAINED by the County Council in meeting duly assembled as follows:

**Section 1.** In order to promote industry, develop trade and utilize the manpower, agricultural products and natural resources of the State, the form, terms and provisions of the Amendment which is before this meeting and filed with the Clerk to County Council are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Amendment was set out in this Ordinance in its entirety. The Chair of the County Council and the County Administrator be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amendment to the Company. The Amendment is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved, upon advice of counsel, by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Amendment now before this meeting.

**Section 2.** The Chair of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Amendment and the performance of all obligations of the County under and pursuant to the Amendment.

**Section 3.** The consummation of all transactions contemplated by the Amendment is hereby approved and authorized.

**Section 4.** This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

**Section 5.** The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

**Section 6.** All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.



DONE, RATIFIED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Chair  
Richland County Council

ATTEST:

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

First Reading: \_\_\_\_\_, 2014  
Second Reading: \_\_\_\_\_, 2014  
Public Hearing: \_\_\_\_\_, 2014  
Third Reading: \_\_\_\_\_, 2014

**EXHIBIT A  
FORM OF AMENDMENT**

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF RICHLAND         )

I, the undersigned, Clerk to County Council of Richland County ("County Council") DO  
HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted  
by the County Council. The Ordinance was read and received a favorable vote at three public  
meetings of the County Council on three separate days. At least one day passed between first  
and second reading and at least seven days between second and third reading. At each meeting,  
a quorum of the County Council was present and remained present throughout the meeting.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Richland  
County Council, South Carolina, as of this \_\_\_\_ day of \_\_\_\_\_, 2014.

---

Clerk to Richland County Council  
Richland County, South Carolina

**FIRST AMENDMENT TO SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

**THIS FIRST AMENDMENT TO SPECIAL SOURCE REVENUE CREDIT AGREEMENT** (this “Amendment”) is dated as of \_\_\_\_\_, 2014, by and between RICHLAND COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), and WNS GLOBAL SERVICES, INC., a Delaware corporation authorized to do business in South Carolina (the “Company”).

**WITNESSETH:**

WHEREAS, the County and the Company entered into a Special Source Revenue Credit Agreement dated as of July 18, 2012 (the “SSRC Agreement”);

WHEREAS, by the terms of the SSRC Agreement, the benefits under the SSRC Agreement terminate if the Company does not achieve certain job creation benchmarks by certain dates;

WHEREAS, the Company has experienced a delay in executing its anticipated employment contracts and thus, is unable to timely meet the job commitment benchmarks as set forth in the SSRC Agreement;

WHEREAS, the Company does anticipate finalizing its employment contracts and hiring at least 100 employees by December 31, 2014;

WHEREAS, in anticipation of creating at least 100 jobs by December 31, 2014, and a total of 400 jobs at the Company’s project in the County, the Company has asked the County to (i) not terminate the SSRC Agreement and (ii) amend the deadlines by which the Company must achieve the job commitment benchmarks;

WHEREAS, because of the Company’s continued commitment to investing and creating jobs in the County, pursuant to an Ordinance dated \_\_\_\_\_, 2014 (the “Ordinance”), the County Council authorized this Amendment.

NOW, THEREFORE, in consideration of the above, \$1.00 and other value, the receipt and sufficiency of which the parties acknowledge, the parties hereby agree as follows:

1. Sections 4.2 and 4.3 of the SSRC Agreement shall be amended by striking each Section in its entirety and including the following:

**SECTION 4.2. Annual Credit.**

(a) Pursuant to and subject to the provisions of this Section, the Company is entitled to an Annual Credit against its Payments-in-Lieu-of-Taxes (each, an “Annual Credit”) as set forth below:

(i) In each Property Tax Year for Property Tax Years 2015 through 2018 inclusive, the Company is entitled to receive an Annual Credit based on the number of total Jobs, subject to the Annual Credit caps in subsection (ii). The amount of the possible Annual Credit is set forth in the chart below:

<b><u>Total Jobs</u></b>	<b><u>Annual Credit</u></b>
at least 100	10%
at least 200	20%
at least 300	30%
at least 400	40%

(ii) The amount of the Annual Credit the Company may claim, regardless of the total Jobs, is capped in certain Property Tax Years as follows:

<b><u>Property Tax Year</u></b>	<b><u>Maximum Annual Credit</u></b>
2015	10%
2016	20%
2017	30%
2018	40%

The number of total Jobs is measured as of the December 31 prior to the Property Tax Year in which the Company claims the Annual Credit. The Company shall certify to the County the number of total Jobs as of each December 31 by submitting to the County a copy of the Company’s DOR Form WH-1606 (“SC Withholding Fourth Quarter/Annual Reconciliation”) for the period ending on each December 31 by February 28 of the Property Tax Year in which the Company claims the Annual Credit.

(b) If, by December 31, 2014, or on any subsequent December 31, the Company does not have at least 100 Jobs, then this Agreement shall immediately terminate.

(c) The Company is not entitled to receive an Annual Credit under this Agreement for any Property Tax Years after Property Tax Year 2018.

(d) Notwithstanding anything in this Agreement to the contrary, the Company is entitled to an Annual Credit only to the extent that, as of the date that an Annual Credit is to be applied, the total cost of the Infrastructure Improvements is at least equal to the aggregate amount of any Annual Credit previously provided and the amount of the Annual Credit to be provided for the year in question. Upon request of the County, the Company shall provide documentation to the County reflecting the cost of the Infrastructure Improvements.

**SECTION 4.3**      **Term.** The term of this Agreement shall be from the effective date of this Agreement until March 1, 2019 unless earlier terminated pursuant to Section 4.2 hereof or pursuant to the exercise by the Company of its option to terminate pursuant to Section 8.1 hereof.

2.      This Amendment controls over any contrary or inconsistent provision of the SSRC Agreement. Every provision of the SSRC Agreement not specifically amended or modified by the terms of this Amendment shall remain unchanged and in full force and effect.

*[Remainder of Page Intentionally Left Blank]*  
*[Signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

**RICHLAND COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Chairman  
Richland County Council

ATTEST:

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

**WNS GLOBAL SERVICES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

~#4824-5640-2715 v.1~

# Richland County Council Request of Action

## **Subject**

Ordinance Authorizing an Amendment to the Master Agreement governing the I-77 Corridor Regional Industrial Park by and between Fairfield County, South Carolina and Richland County, South Carolina, in order to expand the boundaries of the park to include certain property located in Fairfield County (Enor Corporation SC, LLC), and other matters related thereto **[SECOND READING] [PAGES 32-37]**

## **Notes**

First Reading: September 9, 2014

Second Reading:

Third Reading:

Public Hearing:



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

ORDINANCE AUTHORIZING AN AMENDMENT TO THE MASTER AGREEMENT GOVERNING THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK BY AND BETWEEN FAIRFIELD COUNTY, SOUTH CAROLINA AND RICHLAND COUNTY, SOUTH CAROLINA, IN ORDER TO EXPAND THE BOUNDARIES OF THE PARK TO INCLUDE CERTAIN PROPERTY LOCATED IN FAIRFIELD COUNTY (ENOR CORPORATION SC LLC), AND OTHER MATTERS RELATED THERETO.

WHEREAS, Richland County, South Carolina (the "County") and Fairfield County, South Carolina ("Fairfield County"), as authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), have jointly developed the I-77 Corridor Regional Industrial Park (the "Park"); and

WHEREAS, on April 15, 2003, the County and Fairfield County entered into a Master Agreement Governing the I-77 Corridor Regional Industrial Park (the "Master Agreement"), the provisions of which govern the operation of the Park; and

WHEREAS, Fairfield County has negotiated certain property tax incentives with Enor Corporation SC LLC and its affiliates, (collectively, "Company") relating to the Company's anticipated investment in Fairfield County ("Project");

WHEREAS, a portion of the incentives offered to the Company include locating the property comprising the Project, as more particularly described in the attached Exhibit A (the "Property"), in the Park;

WHEREAS, pursuant to the terms of the Master Agreement, Fairfield County has authorized an expansion of the boundaries of the Park to include the Project in the Park and requested the County to authorize the expansion of the boundaries of the Park to include the Property; and

WHEREAS, the County now desires to authorize an expansion of the boundaries of the Park to include the Property.

NOW, THEREFORE, BE IT ORDAINED BY THE RICHLAND COUNTY COUNCIL IN MEETING DULY ASSEMBLED AS FOLLOWS:

Section 1. There is hereby authorized an expansion of the Park boundaries to include the Project as described on Exhibit A attached hereto. The Chairman of the County Council, or the Vice Chairman in the absence of the Chairman, the County Administrator, and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed 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 Park Agreement, the expansion shall be complete upon the adoption of this Ordinance by the County and a companion ordinance by the Fairfield County Council. The County agrees to include the Project in the Park, or another joint county industrial and business park for at least the period of time in which the 2014 fee in lieu of tax agreement between the Company and Fairfield County is in effect.

Section 2. The provisions of this Ordinance are hereby declared to be separable, and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be

invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 3. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and this Ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2014.

**RICHLAND COUNTY,  
SOUTH CAROLINA**

Signature: \_\_\_\_\_

Name: Norman Jackson

Title: Chairman of County Council

**EXHIBIT A**

**PROPERTY TO BE ADDED TO THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK  
BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND FAIRFIELD COUNTY, SOUTH  
CAROLINA DATED APRIL 15, 2003**

Approximately 13.79 acres in Fairfield County, South Carolina, being commonly referred to as the Ruff & Tuff property, #1 Quality Lane, Winnsboro, South Carolina, Fairfield County Tax Map # 145-03-02-015-000.



# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing Division 7, Small Local Business Enterprise Procurement Requirements; so as to require a business to be established in the County at least one year before certification application **[SECOND READING] [PAGES 38-41]**

## **Notes**

First Reading: July 1, 2014

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_-14HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; ARTICLE X, PURCHASING; DIVISION 7, SMALL LOCAL BUSINESS ENTERPRISE PROCUREMENT REQUIREMENTS; SO AS TO REQUIRE A BUSINESS TO BE ESTABLISHED IN THE COUNTY AT LEAST ONE YEAR BEFORE CERTIFICATION APPLICATION.

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

SECTION I. The Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; Division 7, Small Local Business Enterprise Procurement Requirements; Section 2-641, Eligibility for the SLBE Program; is hereby amended to read as follows:

**Sec. 2-641. Eligibility for the SLBE Program.**

(a) For the purpose of this program, a firm will be certified as a Small and Local Business Enterprise (*SLBE*) with the Procurement Department upon its submission of a completed certification form (SLBE Form-R), supporting documentation, and a signed affidavit stating that it meets all of the SLBE eligibility criteria as set forth below:

1. It is an independently owned and operated for-profit business concern as defined by South Carolina Code of Laws, Title 33, Chapter 31 that is not a broker, that is not a subsidiary of another business, that is not dominant in its field of operation; whose owners are actively involved in day-to-day management and control of the business, and that also is performing a commercially useful function;
2. It meets size standard eligibility requirements for Small Business Enterprises as adopted and periodically amended in the SLBE Schedule of Size Standard Eligibility Requirements.

Once the gross annual revenues of a business exceed the three-year average gross annual revenue limits, it should no longer be eligible to benefit as an SLBE firm and should be permanently graduated from the program. The size standards in number of employees and annual gross revenue dollars should be reviewed annually and adjusted periodically to meet changes in market conditions. Joint ventures must be certified on a bid-by-bid basis. The joint venture itself shall not be subject to the size standard limitations imposed by this section. However, each individual business participating in the joint venture must be certified by the Procurement Department as an SLBE in order for the joint venture to receive the benefits of the SLBE program.

3. The firm is a Local Business Enterprise as defined ~~by~~ in this ~~Policy division~~ with a ~~p~~Principal ~~p~~Place of ~~b~~Business or ~~s~~Significant ~~employment~~ ~~Employee~~ ~~p~~Presence in Richland County, SC as defined herein;
4. The firm has ~~been~~ established its Principal Place of Business or Significant Employee Presence in Richland County for at least one year prior to seeking certification as an SLBE ~~or the managing principals of the business each have at least three years of relevant experience prior to forming or joining the business~~; and
5. In the year preceding the date of the initial certification application, the applicant has not received more than \$1,000,000 in County contract payments as a

result of contract awards from the County achieved through an open competitive bidding process.

(b) Upon receipt of SLBE certification or re-certification applications, the Director of Procurement or designated Procurement Department staff shall review all enclosed forms affidavits and documentation to make a prima facie determination as to whether the applicant satisfies the SLBE eligibility requirements as set forth in this policy. Applicants determined ineligible to participate as a SLBE shall receive a letter from the Director of Procurement stating the basis for the denial of eligibility. Applicants determined ineligible shall not be eligible to submit a new application for one year after the date of the notice of denial of eligibility.

(c) Applicants determined eligible to participate in the SLBE program shall submit a completed re-certification form (SLBE-R) every two years to the Procurement Department for review and continued certification. However, upon application for re-certification, an SLBE firm must be an independently owned and operated business concern, and maintain a Principal Place of Business or Significant Employment Presence in the County of Richland in accordance with this Section 2-641 of Division 7, "Eligibility for the SLBE Program," of this Policy. To qualify for recertification, an SLBE's maximum employment numbers and annual gross revenues average for the three fiscal years immediately preceding the application for recertification shall not exceed the size standard eligibility requirements.

(d) In the course of considering the certification or re-certification status of any SLBE firm, the Director of Procurement or his or her designees shall periodically conduct audits and inspect the office, job site, records, and documents of the firm, and shall interview the firm's employees, subcontractors, and vendors as reasonably necessary to ensure that all eligibility standards are satisfied and that the integrity of the SLBE Program is maintained.

(e) For purposes of this Program, a firm will be certified as an *Emerging SLBE* by the Procurement Department upon its submission of a completed certification form (SLBE Form-R), supporting documentation, and a signed affidavit stating that it meets all of the Emerging SLBE eligibility criteria as set forth below:

1. The firm complies with SLBE criteria as specified above in Sec. 2-641 (a)(1), ~~(a)(3)~~ and ~~(a)(34)~~;
2. The firm has been in existence for less than five years;
3. The firm has no more than five full-time employees; and
4. The firm's annual gross revenues as averaged over the life of the firm are less than \$1 million.

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

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

SECTION IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2014.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Norman Jackson, Chair



Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2014.

\_\_\_\_\_  
S. Monique McDaniels  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

\_\_\_\_\_  
Approved As To LEGAL Form Only.  
No Opinion Rendered As To Content.

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

DRAFT

# Richland County Council Request of Action

## **Subject**

An Ordinance Authorizing, pursuant to Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina, the Ritedose Corporation, a corporation organized and existing under the laws of the State of Delaware, and TRC Propco, Inc., a corporation organized and existing under the laws of the State of Delaware ("Companies") concerning a new project; authorizing and providing with respect to an existing project for the conversion of an arrangement for fee-in-lieu of tax payments between Richland County and the companies under Title 4, Chapter 12, South Carolina Code of Laws, 1976, as amended to an arrangement under Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended; and matters relating thereto **[PAGES 42-138]**

## **Notes**

First Reading: July 1, 2014  
Second Reading: September 9, 2014  
Third Reading:  
Public Hearing:

STATE OF SOUTH CAROLINA  
COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO.

AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, THE RITEDOSE CORPORATION, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AND TRC PROPCO, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE (“COMPANIES”) CONCERNING A NEW PROJECT; AUTHORIZING AND PROVIDING WITH RESPECT TO AN EXISTING PROJECT FOR THE CONVERSION OF AN ARRANGEMENT FOR FEE-IN-LIEU OF TAX PAYMENTS BETWEEN RICHLAND COUNTY AND THE COMPANIES UNDER TITLE 4, CHAPTER 12, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED TO AN ARRANGEMENT UNDER TITLE 12, CHAPTER 44, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED; AND MATTERS RELATING THERETO.

**WHEREAS**, the County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976 as amended (the “**Act**”), to enter into a fee agreement with companies meeting the requirements of the Act, which identifies certain property of such companies as economic development property to induce such companies to locate in the State of South Carolina (the “**State**”) and to encourage companies now located in the State to expand their investment and thus make use of and employ manpower and other resources of the State;

**WHEREAS**, the County desires to enter into a fee agreement (the “**Fee Agreement**”), the proposed form of which has been prepared and presented to the County and is attached as Exhibit A, with The Ritedose Corporation, a Delaware corporation qualified to do business in the State (the “**Company**”), and TRC Propco, Inc. a Delaware corporation qualified to do business in the State (collectively, the “**Companies**”), regarding an expansion project by the Companies in the County (the “**Project**”);

**WHEREAS**, pursuant to an Inducement and Millage Rate Agreement and Memorandum of Understanding between the County and the Company dated as of December 3, 2013 (the “**MOU**”), the County committed to enter into the Fee Agreement with the Company and its affiliates providing for payments of fees-in-lieu of taxes for the Project and for certain credits against such payments;

**WHEREAS**, it is anticipated that the Project will represent an investment by the Companies of at least \$110 million in taxable property in the County (without regard to whether some or all of the investment is included as economic development property under the Act but excluding property tax-exempt investments), and the creation of at least 67 new, full-time jobs in the County;

**WHEREAS**, under Title 4, Chapter 1, Section 170; Title 4, Chapter 1, Section 175; and Title 4, Chapter 29, Section 68 of the Code of Laws of South Carolina, 1976, as amended

(collectively, the “**Infrastructure Law**”), the County is authorized to use revenues received from payments of fees-in-lieu of taxes for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the Project or the County and for improved or unimproved real property, buildings and structural components of buildings used in the operation of a manufacturing or commercial enterprise (collectively, the “**Infrastructure**”) in order to enhance the economic development of the County;

**WHEREAS**, pursuant to the MOU, the County committed to use a portion of the above aforementioned payments generated by the Project for the purpose of defraying the costs of Infrastructure used in the operation of the Project as permitted by the Infrastructure Law;

**WHEREAS**, pursuant to the Infrastructure Law, the County desires to provide an annual credit against payments of fees-in-lieu of taxes to be made concerning the Project, the terms and conditions which are more particularly described in the Fee Agreement;

**WHEREAS**, pursuant to Title 4, Chapter 12 of the Code of Laws of South Carolina, 1976, as amended (the “**Old Act**”), the County and a Company predecessor, Holopack International, L.P. entered into a December 21, 1995 Inducement and Millage Rate Agreement and a December 1, 1996 fee-in-lieu of taxes (“**FILOT**”) Lease Agreement (the “**1996 FILOT Lease**”) with respect to certain real and personal property investments by Holopack International, L.P., in the County (the “**Original Project**”) pursuant to which Holopack International L.P. agreed to make certain fee in lieu of tax payments with respect to the Project and the County agreed to purchase the Original Project and lease it back to Holopack International L.P.;

**WHEREAS**, through a series of name changes, reorganizations, assignments, amendments and restatements, (i) the Company assumed all of Holopack International L.P.’s right, title, and interest in and to the personal property component of the Original Project and is obligated to make the fee-in-lieu of tax payments due on such personal property pursuant to a Revised and Restated March 14, 2007 FILOT Lease Agreement with the County; and (ii) TRC Propco, Inc. assumed all of Holopack International L.P.’s right, title and interest in and to the real property component of the Original Project and is obligated to make the fee-in-lieu of tax payments due on such real property pursuant to a Revised and Restated July 20, 2009 FILOT Lease Agreement with the County;

**WHEREAS**, the Act provides, at Section 12-44-170 (the “**Conversion Provision**”), that an entity with property subject to an existing fee-in-lieu of property tax arrangement under the Old Act, in connection with which title is held by the County, may elect with the consent of the County to convert from such Old Act arrangement to an arrangement under the Act in which title is held by such entity, and the transferred property will automatically be considered “economic development property” for purposes of the Act subject to the following:

- (a) a continuation of the same fee payments required under the existing lease agreement;

(b) a carryover of any minimum investment or employment requirements of the existing arrangements to the new fee arrangement; and

(c) appropriate agreements and amendments between the entity and the county continuing the provisions and limitations of the prior agreement;

**WHEREAS**, the Companies desire to utilize the provisions of the Act to continue to receive FILOT benefits with respect to the Original Project without the County having title to any portion thereof

**WHEREAS**, to the extent necessary or required under the Act, the County desires to consent, approve and ratify such conversion by the Companies of their facilities from Old Act arrangements to Act arrangements and to the fee agreements and other documents pursuant to which such conversion is to be made;

**WHEREAS**, the County desires to convey and, pursuant to the Conversion Provision, the County will convey to the Companies its right, title, and interest in and to the Original Project;

**WHEREAS**, the proposed forms of two conversion fee agreements, which are attached as Exhibits B and C, relating to the Original Project have been prepared and presented to the County in order (i) to satisfy the requirements of the Conversion Provision and to make certain amendments to update the terms of the two Revised and Restated FILOT Lease Agreements between the County and the Companies as necessary or appropriate, and (ii) to extend the terms of those two Agreements, as converted, by 10 years; and

**WHEREAS**, it appears that the two conversion fee agreements and the new Fee Agreement (collectively, the “**Fee Agreements**”) referred to above, which are now before this meeting, are in appropriate form and are appropriate instruments to be approved, executed and delivered by the County for the purposes intended.

**NOW, THEREFORE, BE IT ORDAINED** by the County Council in meeting duly assembled as follows:

**Section 1.** With respect to the Project, pursuant to the Act and particularly Section 12-44-40(I) thereof, and based on information supplied to the County by the Company, the County Council has made and hereby makes the following findings:

(a) The Project constitutes a “project” as said term is referred to and defined in Section 12-44-30 of the Act;

(b) It is anticipated that the Project will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes;

(d) It is anticipated that the Project will represent an investment of \$110 million in the County (without regard to whether some or all of the investment is included as economic development property under the Act but excluding property tax exemption investments) and the creation of at least 67 new, full-time jobs in the County;

(e) The benefits of the Project to the public are greater than the costs to the public;

(f) Neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against their general credit or taxing power; and

(g) Having evaluated the purposes to be accomplished by the Project as proper governmental and public purposes, the anticipated dollar amount and nature of the investment to be made, and the anticipated costs and benefits to the County, the County has determined that the Project, based on factual representations to the County by the Company, will be properly classified as economic development property.

**Section 2.** With respect to the Project, County Council finds that the Infrastructure will serve the County and as a direct result of the acquisition thereof, assist the County in its economic development efforts by inducing the Company to expand its industrial facility in the County and thus, County Council grants an annual credit pursuant to the terms and conditions set forth in the Fee Agreement against the payments of fees-in-lieu of taxes to be made concerning the Project.

**Section 3.** With respect to the Original Project, the County, pursuant to the Act, hereby expressly recognizes, consents to, approves and ratifies for any and all purposes the conversion of the Companies' arrangements under the Old Act to arrangements under the Act.

**Section 4.** With respect to the Original Project, the County consents to the transfer of title to all property, both real and personal, back to the Companies and the cancellation of the 1995 Inducement and Millage Rate Agreement and the 2007 and 2009 Revised and Restated FILOT Lease Agreements relating thereto (collectively, the "**FILOT Leases**") (to the extent said agreements are not cancelled by operation of law) without further payment or penalty to the County thereunder.

**Section 5.** In connection with the two conversion Fee Agreements, the County hereby expressly agrees to the extension of the terms of such Fee Agreements by 10 years pursuant to Section 12-44-21 of the Act, and hereby find that the provision of such 10-year extensions achieves a substantial public benefit by inducing the Companies to maintain and grow their operations in the County.

**Section 6.** The form, terms and provisions of each of the three Fee Agreements that are before this meeting and filed with County Council are hereby approved and all of the terms,

provisions, and conditions thereof are hereby incorporated herein by reference as if each of the Fee Agreements were set out in this Ordinance in their entirety. The Chair of the County Council and the Clerk to County Council be and they hereby are authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreements to the Companies. The Fee Agreements are to be substantially in the form now before this meeting and hereby approved, or with such changes therein as shall not be materially adverse to the County, as approved by the officials of the County executing same following receipt of advice from counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the forms of the Fee Agreements now before this meeting. With respect to the Original Project, the County agrees to take such other actions as may be reasonably necessary or appropriate for the cancellation of the 1995 Inducement and Millage Rate Agreement and the FILOT Leases, and for the execution of the Fee Agreements, Reconveyance of Title to Real Estate, Reconveyance of Bill of Sale, and any and all other documents that the Companies may reasonably request in order for the County to reconvey to the Companies title to any property that has been conveyed by the Companies to the County pursuant to or in connection with the FILOT Leases and to evidence the consent, approval and ratification described in this Ordinance, both generally and in relation to any financing entities to which the County or the Companies have provided any mortgages or other security interests in any and all of the Original Project.

**Section 7.** The Chair of County Council and the County Administrator, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreements and the performance of all obligations of the County under and pursuant to the Fee Agreements.

**Section 8.** The consummation of all transactions contemplated by the Fee Agreements are hereby approved.

**Section 9.** This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

**Section 10.** The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

**Section 10.** All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

*[Signatures Appear on Following Page]*

RICHLAND COUNTY COUNCIL

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

(SEAL)

Attest this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

First Reading: July 1, 2014  
Second Reading: September 9, 2014  
Public Hearing: September 16, 2014  
Third Reading: September 16, 2014



**EXHIBIT A**

**FORM OF  
FEE AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA,  
THE RITEDOSE CORPORATION AND TRC PROPCO, INC.**

**EXHIBIT B**

**FORM OF  
FEE AGREEMENT EFFECTING A CONVERSION OF THAT CERTAIN LEASE AGREEMENT BETWEEN  
TRC PROPCO, INC. AND RICHLAND COUNTY, SOUTH CAROLINA**

**EXHIBIT C**

**FORM OF  
FEE AGREEMENT EFFECTING A CONVERSION OF THAT CERTAIN LEASE AGREEMENT BETWEEN  
THE RITEDOSE CORPORATION AND RICHLAND COUNTY, SOUTH CAROLINA**

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF RICHLAND                )

I, the undersigned, Clerk to County Council of Richland County (“County Council”) DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted by the County Council. The Ordinance was read and received a favorable vote at three public meetings of the County Council on three separate days. At least one day passed between first and second reading and at least seven days between second and third reading. At each meeting, a quorum of the County Council was present and remained present throughout the meeting.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Richland County Council, South Carolina, as of this \_\_\_\_ day of \_\_\_\_\_, 2014.

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

FEE AGREEMENT

AMONG

**RICHLAND COUNTY, SOUTH CAROLINA**

AND

**THE RITEDOSE CORPORATION**

AND

**TRC PROPCO, INC.**

DATED  
AS OF  
September 16, 2014

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## FEE AGREEMENT

THIS FEE AGREEMENT (the “**Fee Agreement**”) is made and entered into as of September 16, 2014, by and between RICHLAND COUNTY, SOUTH CAROLINA (the “**County**”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “**County Council**”) as governing body of the County; THE RITEDOSE CORPORATION, a Delaware corporation qualified to do business in South Carolina (the “**Company**”); and TRC PROPCO, INC., a Delaware corporation qualified to do business in South Carolina (the “**Sponsor Affiliate**”) (collectively, the “**Parties**”).

### WITNESSETH:

WHEREAS, the County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the “**Act**”), to enter into a Fee Agreement with companies meeting the requirements of such Act, which identifies certain property of such companies as economic development property to induce such companies to locate in the State and to encourage companies now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State;

WHEREAS, the Parties desire to enter into a Fee Agreement regarding the Project (as defined in Section 1.3);

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

WHEREAS, pursuant to an Inducement and Millage Rate Agreement and Memorandum of Understanding between the County and the Company dated as of December 3, 2013 (the “**MOU**”), the County committed to enter into a Fee Agreement (including the millage rate of 423.2 mills that was in effect for the Project site on June 30, 2012) with the Company or the Company Affiliates (as defined in Section 1.3) providing for payments of fees-in-lieu of taxes for the Project and for certain credits against such payments;

WHEREAS, it is anticipated that the Project will represent an investment by the Company and one or more Company Affiliates, including the Sponsor Affiliate, of at least \$110 million in taxable property in the County (without regard to whether some or all of the investment is included as economic development property under the Act but excluding property tax-exempt investments), and the creation of at least 67 new, full-time jobs in the County;

WHEREAS, pursuant to an Ordinance adopted on September 16, 2014 (the “**Ordinance**”), as an inducement to the Company to develop the Project in the County, and in



consideration of the investment and jobs creation expectations listed above, the County Council authorized the County to enter into a Fee Agreement with the Company and the Sponsor Affiliate that identifies the property comprising the Project as economic development property under the Act subject to the terms and conditions hereof;

WHEREAS, it is anticipated that the Company will operate the Project and own the personal property portion of the Project, and that the Sponsor Affiliate will own the real property portion of the Project and lease such portion to the Company;

WHEREAS, the applicable “investment periods” under (i) the October 19, 2004 Fee Agreement between the County and the Company (then known as Holopack International Corp.), as revised and restated as of March 14, 2007, and as amended as of December 16, 2008 (the “**2004 Company Fee Agreement**”), and (ii) the October 19, 2004 Fee Agreement between the County and HOLO (SC) QRS 16-91, Inc., which subsequently assigned its interest therein to the Sponsor Affiliate, as revised and restated as of March 14, 2007, as amended as of December 16, 2008, and as revised and restated as of July 20, 2009 (the “**2004 Sponsor Affiliate Fee Agreement**”) (collectively, the “**2004 Fee Agreements**”), extend through December 31, 2015;

WHEREAS, the Parties have decided to provide in this Fee Agreement that property placed in service on the land subject to the 2004 Fee Agreements shall be made subject to this Fee Agreement only if placed in service on such land after December 31, 2015, upon the expiration of the above-referenced “investment periods” under the 2004 Fee Agreements;

WHEREAS, under the provisions of the Infrastructure Law (as defined in Section 1.3), the County is authorized to use revenues received from payments of fees-in-lieu of taxes under the Infrastructure Law, the Act or the MCIP Law (as defined in Section 1.3) for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the Project or the County and for improved or unimproved real property, buildings and structural components of buildings used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County;

WHEREAS, pursuant to the MOU the County committed to use a portion of the above aforementioned payments for the purpose of defraying the costs of certain Infrastructure Improvements (as defined in Section 1.3) used in the operation of the Project as permitted by the Infrastructure Law; and

WHEREAS, the County Council, having found pursuant to the Ordinance that the Infrastructure will serve the County and, as a direct result of the acquisition thereof, assist the County in its economic development efforts by inducing the Company to expand an industrial facility in the County, has agreed to provide an Annual Credit (as defined in Section 1.3) against payments of fees-in-lieu of taxes to be made concerning the Project pursuant to the Infrastructure Law, the Act or the MCIP Law.

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

**ARTICLE I  
WAIVER OF RECAPITULATION; DEFINITIONS**

**SECTION 1.1. *Waiver of Statutorily Required Recapitulation.*** Pursuant to Section 12-44-55(B) of the Act, the Parties waive any and all compliance with any and all of the provisions, items or requirements of Section 12-44-55. If the Company should be required to retroactively comply with the recapitulation requirements of Section 12-44-55, then the County agrees, to the extent permitted by law, to waive all penalties and fees for the Company's noncompliance.

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

From time to time herein, reference is made to the term taxes or ad valorem taxes. All or portions of the Project are or will be located in a Multi-County Industrial Park and, as such, are or will be exempt from ad valorem taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the S.C. Constitution (the “**MCIP Law**”). With respect to facilities located in a Multi-County Industrial Park, references to taxes or ad valorem taxes means the payments-in-lieu-of-taxes provided for in the MCIP Law.

**SECTION 1.3. *Definitions.***

“**Act**” means Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as in effect on the date hereof, as the same may be amended from time to time.

“**Administration Expenses**” means the reasonable and necessary out-of-pocket legal fees and expenses incurred by the County with respect to this Fee Agreement; provided, however, that no such expense shall be considered an Administration Expense unless the County furnishes to the Company a statement in writing indicating the reason such expense has been or will be incurred and either estimating the amount of such expense or stating the basis on which the expense has been or will be computed.

“**Annual Credit**” means an annual credit against Payments-in-Lieu-of-Taxes as described in Section 5.2 hereof, which credit is granted by the County to the Company and the Sponsor Affiliate for the purpose of defraying a portion of the cost of the Infrastructure Improvements pursuant to one or more of the Act, the Infrastructure Law and the MCIP Law.

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

“**Commencement Date**” means the last day of the property tax year when Project property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the Parties have entered into this Fee Agreement. The Parties agree that 2015 will be the first year in which Project property is

first placed in service under this Agreement, so that the Commencement Date will be December 31, 2015.

**“Company”** means The Ritedose Corporation, a Delaware corporation, and its successors and assigns.

**“Company Affiliates”** means one or more entities, now existing or to be formed in the future, which control, are controlled by, or are under common control with, the Company.

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

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

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

**“Documents”** means the Ordinance and this Fee Agreement.

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

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

**“Event of Default”** means any Event of Default specified in Section 9.1 of this Fee Agreement.

**“Fee Agreement”** means this Fee Agreement dated as of September 16, 2014, between the County, the Company, and the Sponsor Affiliate.

**“Fee Term”** means the duration of this Fee Agreement with respect to each Stage of the Project as specified in Section 5.4 hereof.

**“Improvements”** means improvements to the Real Property together with any and all additions, accessions, expansions, replacements and substitutions thereto or therefor, and all fixtures now or hereafter attached thereto, to the extent such additions, accessions, replacements, and substitutions and fixtures become part of the Project under this Fee Agreement.

**“Infrastructure Improvements”** means the designing, acquiring, constructing, improving or expanding of the infrastructure serving the Project or the County and improved or unimproved real estate, buildings and structural components of buildings used in the operation of the Project, in accordance with one or more of the provisions of the Infrastructure Law. “Infrastructure Improvements” shall not include any personal property or any costs relating to same.

**“Infrastructure Law”** means the provisions of Section 4-1-175 of the Code of Laws of South Carolina, 1976, as amended, or Section 12-44-70 of the Act.

**“Investment Period”** means the period beginning with the first day that economic development property for the Project property is purchased or acquired, and ending on December 31, 2023, which is seven years after the Commencement Date, based on the five-year statutory base period plus the two-year extension thereof that is hereby provided by the County, subject to an additional extension of such period as provided in Section 3.2(b) hereof.

**“MCIP Law”** means the provisions of Article VIII, Section 13, Paragraph D of the Constitution of the State of South Carolina 1895, as amended, and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended.

**“MOU”** means the Inducement and Millage Rate Agreement and Memorandum of Understanding between the County and the Company dated as of December 3, 2013.

**“Multi-County Industrial Park” or “MCIP”** means an industrial or business park established by two or more counties acting under the provisions of the MCIP Law.

**“Ordinance”** means the Ordinance adopted by the County on September 16, 2014, authorizing this Fee Agreement.

**“Parties”** means, collectively, the County, the Company, and the Sponsor Affiliate, and **“Party”** means any one of the Parties.

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

**“Project”** means the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof which are eligible for inclusion as economic development property under the Act and become subject to this Fee Agreement. For purposes of this Fee Agreement, the Parties agree that Project property shall consist of such property so identified by the Company (directly or on behalf of the Sponsor Affiliate) in connection with its annual filing with the DOR of a DOR Form PT-300, or such comparable form, and with such schedules as the DOR may provide in connection with projects subject to the Act (as such filing may be amended or supplemented from time to time) for each year within the Investment Period.

**“Real Property”** means the land identified on Exhibits A and B hereto, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, to the extent such Improvements and fixtures become part of the Project under this Fee Agreement; provided, however, that with respect to the land identified on Exhibits A and B, the Parties agree that only Improvements and Equipment placed in service after December 31, 2015 shall be subject to this Fee Agreement.

**“Replacement Property”** means any property acquired or constructed after the Investment Period as a replacement for any property theretofore forming a part of the Project and disposed of, or deemed disposed of, as provided in Section 5.3 hereof.

**“Site”** means the sites at which Project property is located in the County and shall include (i) the land identified on Exhibit A hereto, and (ii) future sites in the County, which shall be noted on schedules or supplements to Exhibit B hereto; provided, that (A) any requirement to provide such schedules or supplements with respect to future sites may be satisfied by identifying such sites as part of the Company’s or the Sponsor Affiliate’s annual filing with DOR of such forms or schedules as DOR may provide in connection with projects subject to the Act, and (B) the millage rate applicable to each site (other than the land identified on Exhibit A hereto, with respect to which the applicable millage rate hereunder shall be 423.2 as provided in Section 5.1(a) hereof) shall be, with respect to each such site, a millage rate equal to the lower of the legally levied cumulative property tax millage rate applicable on June 30 of the year preceding the calendar year in which this Fee Agreement is executed or the legally levied cumulative property tax millage rate applicable on June 30 of the calendar year in which this Fee Agreement is executed.

**“Sponsor Affiliate”** means TRC Propco, Inc., a Delaware corporation, and its successors and assigns. It is presently contemplated (subject to change) that the Sponsor Affiliate will be the fee owner of the Real Property and Improvements and will lease the Real Property and Improvements to the Company.

**“Stage”** in respect of the Project means the year in which Equipment, Improvements and Real Property, if any, are placed in service during each year of the Investment Period.

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

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

## **ARTICLE II LIMITATION OF LIABILITY; INDUCEMENT**

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

**SECTION 2.2. *Inducement.*** The Parties acknowledge that pursuant to and subject to the provisions of the Act and this Fee Agreement, no part of the Project will be subject to ad valorem property taxation in the State, and that this factor, among others, has induced the Company and the Sponsor Affiliate to enter into this Fee Agreement.

**ARTICLE III**  
**REPRESENTATIONS, WARRANTIES AND COVENANTS**

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

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

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

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

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

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

(f) Based on information supplied by the Company, the Project constitutes a "project" within the meaning of the Act.

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

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

(a) The County agrees to do all things reasonably necessary in connection with this Fee Agreement, including but not limited to performance of its obligations in the Documents and in accordance with the Act, all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State.

(b) Upon receipt of written request from the Company, the County agrees to give due and proper consideration to any request the Company may make for one or more additional extensions of the Investment Period (in addition to the two-year extension provided hereunder) in accordance with and up to the limits permitted under Section 12-44-30(13) of the Act. Such extension, if any, may be authorized by a resolution of County Council. Upon the granting of any such extension the County agrees to cooperate with the Company in assisting the Company to file with the DOR a copy of such extension within the time period required under the Act.

(c) The County has located the Project site in a Multi-County Industrial Park and agrees to use its best efforts to maintain the Project in such Multi-County Industrial Park so long as the Annual Credit is to be provided pursuant to this Agreement.

**SECTION 3.3. *Representations and Warranties of the Company and Sponsor Affiliate.***

(a) The Company makes the following representations and warranties to the County:

(i) The Company is a corporation duly organized and validly existing under the laws of the State of Delaware and qualified to do business in the State. The Company has full corporate power to execute the Documents to which it is a party and to fulfill its obligations described in the Documents and, by proper corporate action, has authorized the execution and delivery of the Documents to which it is a party.

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

(iii) All consents, authorizations and approvals required on the part of the Company in connection with the Documents and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained unless the failure to have or obtain such consent, authorization or approval does not have a material adverse effect on the Company.

(iv) The Documents to which the Company is a party are (or, when executed, will be) legal, valid and binding obligations of the Company enforceable against the

Company in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

(v) In accordance with and as required by Section 12-44-40(G) of the Act, the Company commits to a Project that meets the minimum investment level required under the Act.

(vi) The Company anticipates that the Project will represent an investment of at least \$110 million in the County (without regard to whether some or all of the investment is included as economic development property under the Act but excluding property tax-exempt investments) and will result in the creation of at least 67 new, full-time jobs in the County.

(b) The Sponsor Affiliate makes the following representations and warranties to the County:

(i) The Sponsor Affiliate is a corporation duly organized and validly existing under the laws of the State of Delaware and qualified to do business in the State. The Sponsor Affiliate has full corporate power to execute the Documents to which it is a party and to fulfill its obligations described in the Documents and, by proper action, has authorized the execution and delivery of the Documents to which it is a party.

(ii) To Sponsor Affiliate's knowledge, neither the execution and delivery of the Documents to which the Sponsor Affiliate is a party, nor the consummation and performance of the transactions described in the Documents violate, conflict with, or will result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, statute, law, rule, order or regulation to which the Sponsor Affiliate is now a party or by which it is bound.

(iii) All consents, authorizations and approvals required on the part of the Sponsor Affiliate in connection with the Documents and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained unless the failure to have or obtain such consent, authorization or approval does not have a material adverse effect on the Sponsor Affiliate.

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



**ARTICLE IV**  
**COMMENCEMENT AND COMPLETION OF THE PROJECT; MODIFICATIONS**

**SECTION 4.1. *The Project.***

(a) The Company or Sponsor Affiliate has acquired, constructed or installed or made plans for the acquisition, construction or installation of certain economic development property that comprises the Project.

(b) Pursuant to the Act, the Parties hereby agree that all qualifying property comprising the Project shall be economic development property as defined under the Act.

(c) Notwithstanding any other provision of this Fee Agreement, the Company and the Sponsor Affiliate may place real property and/or personal property into service at any time under this Fee Agreement, but only property placed into service during the Investment Period (and Replacement Property) will qualify as economic development property under the Act.

**SECTION 4.2. *Diligent Completion.*** The Company and the Sponsor Affiliate agree to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed. Anything contained in this Fee Agreement to the contrary notwithstanding, neither the Company nor the Sponsor Affiliate shall be obligated to complete the acquisition of the Project, and this Fee Agreement may be terminated with respect to all or a portion of the Project as set forth in Article X.

**SECTION 4.3. *Modifications to Project.*** Subject to compliance with applicable laws, the Company, the Sponsor Affiliate (but only with the written consent of the Company), or both may make or cause to be made from time to time any additions, modifications or improvements to the Project that they may deem desirable for their business purposes.

**ARTICLE V**  
**PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF PROPERTY; REPLACEMENT PROPERTY; FEE TERM; MINIMUM INVESTMENT**

**SECTION 5.1. *Payments-in-Lieu-of-Taxes.*** The Parties acknowledge that under the Act, the Project is exempt from ad valorem property taxes for so long as such property is subject to this Fee Agreement. However, the Company shall be required to make the Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section. In accordance with the Act, and unless this Fee Agreement is sooner terminated, the Company (on its own behalf and, pursuant to Section 5.6 hereof, on behalf of the Sponsor Affiliate) shall make annual Payments-in-Lieu-of-Taxes with respect to the Project, said payments being due and payable and subject to penalty assessments in the manner prescribed by the Act. Such amounts shall be calculated and payable as follows:

(a) The Company (on its own behalf and, pursuant to Section 5.6 hereof, on behalf of the Sponsor Affiliate) shall make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to the property taxes that would be due with respect to such property, if it were

taxable, but using an assessment ratio of 6.0% and a millage rate equal to 423.2 mills, which is no lower than the lower of the legally levied cumulative property tax millage rates applicable on June 30, 2013 and June 30, 2014. Subject in all events to the provisions of the Act, the fair market value of the Project shall be determined as follows:

- (i) for real property, (A) if the real property is constructed for the fee or is purchased in an arm's length transaction, using the original income tax basis for South Carolina income tax purposes without regard to depreciation; (B) otherwise, the real property must be reported at its fair market value for ad valorem property taxes as determined by appraisal; and
- (ii) for personal property, using the original income tax basis for South Carolina income tax purposes less depreciation allowable for property tax purposes, except that the Company is not entitled to extraordinary obsolescence.

(b) The Payments-in-Lieu-of-Taxes shall be made on the basis that the Project property, if it were otherwise subject to ad valorem property taxes, would be allowed all applicable exemptions from those taxes, except for the exemptions allowed under Section 3(g) of Article X of the South Carolina Constitution and Section 12-37-220(B)(32) and (34) of the Code of Laws of South Carolina, 1976, as amended.

(c) The Company (on its own behalf and, pursuant to Section 5.6 hereof, on behalf of the Sponsor Affiliate) shall make Payments-in-Lieu-of-Taxes for each year during the Fee Term beginning with respect to property tax year 2016, the Payment-in-Lieu-of-Taxes for which is due by January 15, 2017. The Payments-in-Lieu-of-Taxes shall be made to the County Treasurer on the due dates which would otherwise be applicable for ad valorem property taxes for the Project, with the first payment being due, as stated above, by January 15, 2017. Notwithstanding any other provision of this Section, the County hereby agrees that in each applicable year, the Company and the Sponsor Affiliate automatically shall be entitled to receive and take a credit against such Payments-in-Lieu-of-Taxes in an amount equal to the Annual Credit as set forth in Section 5.2 hereof.

(d) Any property placed in service as part of the Project during the Investment Period shall be included in the calculation of payments pursuant to subsections (a) and (b) above for a period not exceeding 25 years following the year in which such property is placed in service. Pursuant to and subject to the Act, (i) Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to subsections (a), (b) and (c), above, but only up to the original income tax basis of property which is being disposed of in the same property tax year; (ii) to the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the property which it is replacing, the portion of such property allocable to the excess amount shall be subject to annual payments calculated as if the exemption for economic development property under the Act were not allowed; (iii) more than one piece of Replacement Property can replace a single piece of economic development property; (iv) Replacement Property does not have to serve the same function as the property it is replacing; (v)

Replacement Property is entitled to the Payments-in-Lieu-of-Taxes pursuant to subsections (a) and (b) above for the period of time remaining on the 25-year period for the property which it is replacing; and (vi) Replacement Property is deemed to replace the oldest property subject to this Fee Agreement, whether real or personal, which is disposed of in the same property tax year as the Replacement Property is placed in service.

(e) If the Company and the Sponsor Affiliate do not invest at least \$5,000,000 by the end of the Investment Period, this Fee Agreement shall terminate and the Company (on its own behalf and, pursuant to Section 5.6 hereof, on behalf of the Sponsor Affiliate) shall make the retroactive and prospective payments to the County described in Section 12-44-140(B) of the Act, which payments shall be calculated utilizing the Payments-in-Lieu-of-Taxes made on the Project after application of the Annual Credit described in Section 5.2.

(f) If at any time during the Fee Term following the period of time in which the Company must make its minimum investment required under the Act, the Company's and the Sponsor Affiliate's investment based on income tax basis without regard to depreciation falls below \$10,000,000, the Company and the Sponsor Affiliate no longer qualify for the Payments-in-Lieu-of-Taxes provided under subsection (a) above, and the Project property will become subject to normal property tax calculation from that point forward, but not retroactively.

#### **SECTION 5.2. *Infrastructure Credit.***

(a) Pursuant to and subject to the provisions of this Section, the County shall provide an annual credit against Payments-in-Lieu-of-Taxes (the "**Annual Credit**"), calculated as follows:

- (i) For each of the first five property tax years beginning with property tax year 2016 (the Payment-in-Lieu-of-Taxes for which will be due and payable by January 15, 2017), the Annual Credit shall be provided in a dollar amount equal to 50% of the Payment-in-Lieu-of-Taxes to be made on the Project with respect to each such applicable tax year.
- (ii) For the next succeeding five property tax years after such initial five-year period, the Annual Credit shall be provided in a dollar amount equal to 40% of the Payments-in-Lieu-of-Taxes to be made on the Project with respect to each such applicable tax year.

After the dollar amount of an Annual Credit is determined pursuant to the calculations set forth in items (i) or (ii), above, as applicable, the dollar amount of such credit shall be applied first against the Payment-in-Lieu-of-Taxes to be made for the tax year in question on Project property owned by the Sponsor Affiliate to the extent of the Sponsor Affiliate's Payment-in-Lieu-of-Taxes due on the Project property owned by the Sponsor Affiliate and then against the Payment-in-Lieu-of-Taxes to be made for the tax year in question on Project property owned by the Company. Thus, for example and without limitation, if the amount of an Annual Credit calculated based on Project property owned by the Company were \$200,000 for a particular year, and the amount of an Annual Credit calculated based on Project property owned by the Sponsor Affiliate were \$400,000 for such year, then the total \$600,000 amount of such credit would be

first applied against the Payment-in-Lieu-of-Taxes to be made for such year on Project property owned by the Sponsor Affiliate and if and to the extent that the Annual Credit cannot be applied in full against the Payment-in-Lieu-of-Taxes to be made for a particular year on Project property owned by the Sponsor Affiliate, whether because such Annual Credit exceeds the amount of the Payment-in-Lieu-of-Taxes to be made by the Sponsor Affiliate for such year or for any other reason, then the amount of such Annual Credit not applied to the Sponsor Affiliate's Payment-in-Lieu-of-Taxes for such year shall be applied against the Payment-in-Lieu-of-Taxes due on the Project property owned by the Company for such year, until such remainder amount of the Annual Credit has been completely applied.

To receive the Annual Credit, the Company shall, within 45 days following receipt of the tax notice from DOR specifying the amount of the annual Payment-in-Lieu-of-Taxes with respect to the Project, or at such later time as may be agreed to or accepted by the County, submit an "Annual Credit Certification," the form of which is attached hereto as Exhibit C, pursuant to which the Company will provide (i) a statement concerning the costs of the Infrastructure Improvements and (ii) the Company's calculation of the Annual Credit.

The County is providing the Annual Credit to the Company for the purpose of defraying a portion of the cost of the Infrastructure Improvements.

(b) If between January 1, 2013 and December 31, 2021, the Company and the Sponsor Affiliate have either: (i) not invested \$90 million in the Project, or (ii) not created at least 54 new, full-time jobs in connection with the Project (in addition to the 213 Company jobs in existence in the County as of January 1, 2013), then the SSRC shall terminate in its entirety after December 31, 2021, prospectively but not retroactively.

(c) For all purposes of determining the amount of investments made or maintained and the number of jobs created or maintained under this Fee Agreement, investments made or maintained and jobs created or maintained by the Company, the Company Affiliates, and the Sponsor Affiliate at or in connection with the Project and in the County shall be included. The County is entitled to such reasonable documentation or certifications as the County may deem necessary to verify the amount of investment made and the number of jobs created.

(d) Notwithstanding anything in this Fee Agreement to the contrary, the Annual Credit shall be available under this Section only to the extent that, as of the date that any Annual Credit is to be applied, the total cost of the Infrastructure Improvements is at least equal to the aggregate dollar amount of (i) any Annual Credit previously provided and (ii) any Annual Credit to be provided for the year in question. Upon request of the County, the Company shall provide documentation to the County reflecting the cost of the Infrastructure Improvements.

### **SECTION 5.3. *Disposal of Property; Replacement Property.***

(a) In any instance where either the Company or Sponsor Affiliate, in its sole discretion, determines that any item or items of property included in the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company or Sponsor Affiliate (as may be applicable) may remove such item (or such portion thereof as the

Company shall determine) or items and sell, trade in, exchange or otherwise dispose of it or them (as a whole or in part) without any responsibility or accountability to the County therefor. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty or by virtue of the exercise or threat of the power of condemnation or eminent domain shall be deemed to be a disposal of such property, or portion thereof, pursuant to this Section. Subject to the provisions of Section 5.1(d) and this Section with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 5.1(a) hereof shall be reduced by the amount thereof applicable to any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section.

(b) Either the Company or the Sponsor Affiliate, in its sole discretion, may replace, renew or acquire or install other property in substitution for, any or all property or portions thereof disposed of, or deemed disposed of, pursuant to subsection (a) above. Any such property may, but need not, serve the same function, or be of the same utility or value, as the property being replaced. Absent a written election to the contrary made at the time of filing the first property tax return that would apply to such property, such property shall be treated, to the extent permitted by the Act, as Replacement Property.

**SECTION 5.4. *Fee Term.*** With respect to each Stage of the Project, the applicable term of this Fee Agreement shall be from the first day of the property tax year after the property tax year in which such Stage is placed in service through the last day of the property tax year that is 25 years thereafter; provided, that the maximum term of this Fee Agreement shall not be more than 25 years from the end of the last year of the Investment Period or such longer period of time as may be applicable upon the granting of any extension permitted under the Act. This Fee Agreement shall terminate with respect to the Project or any Stage or part thereof upon the earlier to occur of (a) payment of the final installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1 hereof, or (b) exercise by the Company of its option to terminate pursuant to Section 10.1 hereof.

**SECTION 5.5. *Enhanced Investment.*** Notwithstanding anything in this Fee Agreement to the contrary, if, between January 1, 2013 and December 31, 2021, the Company, the Sponsor Affiliate, and the Company Affiliates invest at least \$200 million in the Project, and create at least 125 new, full-time jobs at or in connection with the Project and in the County, then, beginning with the property tax year following the year in which such investment and job levels are achieved, the Project shall receive the benefits allowed under Section 12-44-30(7) of the FILOT Act for an “enhanced investment,” as follows:

- (i) the Investment Period shall be extended from 7 to 10 years, and thus end on December 31, 2026 (rather than December 31, 2023).
- (ii) the assessment ratio applicable to the Project shall be reduced from 6% to 4%; and
- (iii) the Fee Term shall be increased from 25 years to 30 years.

If such “enhanced investment” benefits are provided to the Project, then, beginning in the same year in which such benefits are first provided, the amount of the Annual Credit shall be reduced from 50% or 40%, as applicable, to 30%.

**SECTION 5.6. *Certain Sponsor Affiliate Payment Matters.*** The County hereby agrees that the Company shall have the right to make all Payments-in-Lieu-of-Taxes on behalf of the Sponsor Affiliate under this Fee Agreement, and the County shall accept all Payments-in-Lieu-of-Taxes made hereunder by the Company (regardless of whether or not such payments are specifically designated as being on behalf of the Sponsor Affiliate).

## **ARTICLE VI PROPERTY TAX EXEMPTION AND ABATEMENT**

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

(a) to the extent allowed by law, all rights and privileges granted to any Party under this Fee Agreement or any other Documents shall be exercised so that if any conflict between this Section and any other provision in any document shall arise, then in that case, this Section shall control; and

(b) the Parties have not knowingly committed or permitted and will not knowingly commit or permit (as to any act over which they have control) any act which would cause the Project to be subject to ad valorem property taxes by the County or political subdivision of the State in which any part of the Project is located, provided, however, that the Company may terminate this Fee Agreement as provided in Section 10.1.

**SECTION 6.2. *Rescission and Reversion in the Event of Termination.*** In the event it shall be determined by a court of competent jurisdiction that the Project or any portion thereof is subject to State, County, or other local property taxes, then, at the option of the Company, the provisions of Section 11.3 hereof shall apply, either to the Project as a whole or to such portion thereof as the Company may elect.

## **ARTICLE VII EFFECTIVE DATE**

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

## **ARTICLE VIII SPECIAL COVENANTS**

**SECTION 8.1. *Confidentiality/Limitation on Access to Project.*** The County acknowledges and understands that the Company and the Sponsor Affiliate utilize confidential and proprietary processes and materials, services, equipment, trade secrets and techniques and

that any disclosure of any information relating to such processes and materials, services, equipment, trade secrets or techniques, including but not limited to disclosures of financial, sales or other information concerning the Company's and the Sponsor Affiliate's operations could result in substantial harm to the Company and the Sponsor Affiliate and could thereby have a significant detrimental impact on the Company's and the Sponsor Affiliate's employees and also upon the County. Therefore, the County agrees that, subject to the provisions of Section 11.8 hereof, except as required by law, and except as operating for other purposes in its taxing or sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other industrial facility in the County), neither the County nor any employee, agent or contractor of the County (i) shall request or be entitled to receive any such confidential or proprietary information, or (ii) shall request or be entitled to inspect the Project or any property associated therewith. Notwithstanding the expectation that the County shall not receive any confidential or proprietary information, if the County should nevertheless receive any such information, neither the County nor any employee, agent, or contractor of the County shall knowingly disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company or the Sponsor Affiliate, as applicable, may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections. In the event that the County is required to disclose any confidential or proprietary information obtained from the Company or the Sponsor Affiliate to any third party, the County agrees to provide the Company or the Sponsor Affiliate, as applicable, with reasonable advance notice of such requirement before making such disclosure.

## **SECTION 8.2. *Indemnification Covenants.***

(a) The Company and the Sponsor Affiliate shall indemnify and hold the County and its County Council members, officers, agents and employees harmless from all pecuniary liability based upon those reasons set forth in subsection (b) below. Such indemnification obligation shall survive any termination of this Fee Agreement.

(b) Notwithstanding the fact that it is the intention of the Parties that neither the County nor any of its County Council members, officers, agents and employees shall incur any pecuniary liability to any third party (i) by reason of the terms of this Fee Agreement or the undertakings of the County required hereunder, (ii) by reason of the performance of any act in connection with the entering into and performance of the transactions described in the Documents, or (iii) by reason of the County having entered into this Fee Agreement, or (iv) by reason of the condition or operation of the Project, including claims, liabilities or losses arising in connection with the violation of any statutes or regulations, if the County or any of its County Council members, officers, agents or employees should incur any such pecuniary liability, then, in that event the Company and the Sponsor Affiliate shall indemnify and hold harmless the County and its County Council members, officers, agents and employees against all pecuniary claims by or on behalf of

any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim.

(c) Notwithstanding the foregoing, neither the Company nor the Sponsor Affiliate shall be obligated to indemnify the County or any of its individual members, officers, agents and employees for expenses, claims, losses or damages arising from the intentional or willful misconduct or gross negligence of the County or any of its individual officers, agents or employees.

**SECTION 8.3. *Assignment and Leasing.*** With the County's consent, approval or ratification, which shall not be unreasonably withheld, any of the Company's or the Sponsor Affiliate's interest in Project property and/or this Fee Agreement may be transferred or assigned by the Company or the Sponsor Affiliate, or any assignee of the foregoing, to any other entity in accordance with the Act; provided, however, that such consent, approval or ratification is not required in connection with financing-related transfers or any other transfers not requiring the consent of the County under the Act. The County hereby expressly consents to and approves in advance any transfer or assignment by the Company or the Sponsor Affiliate to each other and to any Company Affiliates of any interest in Project property or this Fee Agreement. Any equity or ownership interest in the Company or the Sponsor Affiliate may be sold, disposed, reorganized or otherwise transferred, without the consent of, or the requirement of any notice to the County. The County agrees that the County Council may provide any required consent, approval or subsequent ratification to any transfer or assignment by a resolution of County Council or by a letter or other writing executed by the County Administrator. If the Company complies with the Act, and except as otherwise required by the Act, a transaction or an event of sale, assignment, leasing, transfer of an interest herein, or disposal or replacement of all or part of the Project shall not constitute or result in a termination of this Fee Agreement in whole or in part or serve as a basis for changing the fee payments due under Section 12-44-50 of the Act.

## **ARTICLE IX EVENTS OF DEFAULT AND REMEDIES**

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

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

(b) If the Company or Sponsor Affiliate, as may be applicable, shall fail to observe or perform any covenant, condition or agreement required herein to be observed or performed by the Company or Sponsor Affiliate (other than as referred to in subsection (a) above), and such failure shall continue for a period of 30 days after written notice of default has been given to the Company and Sponsor Affiliate by the County or such additional time as may be reasonably necessary under the particular circumstances so long as the Company or Sponsor Affiliate, as may be applicable, commences to cure such default within such 30-day period and thereafter diligently pursues such cure to completion, and further provided that if by reason of "*force*



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

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

(d) A cessation of operations at the Company's and Sponsor Affiliate's facility in the County which includes a closure of the facility or the cessation of production and shipment of products to customers for a continuous period of 12 months.

**SECTION 9.2. Remedies on Default by the Company or Sponsor Affiliate.** Whenever any Event of Default shall have happened and be subsisting, the County may take whatever action at law or in equity may appear legally required or necessary or desirable to collect any payments then due or to enforce performance and observance of any obligation, agreement or covenant of the Company and Sponsor Affiliate, under the Documents. As set forth in Section 10.1 hereof, the Company may terminate this Fee Agreement at any time upon providing 30 days' notice to the County without regard to any Event of Default. Although the Parties acknowledge that the Project is exempt from ad valorem property taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise the remedies provided by general law (Title 12, Chapter 49, Code of Laws of South Carolina, 1976, as amended) and the Act relating to the enforced collection of taxes.

**SECTION 9.3. Remedies on Default by the County.** In the event of a breach by the County of any provision contained in this Fee Agreement, the Company and the Sponsor Affiliate may take whatever action at law or in equity may appear legally required, necessary or desirable to enforce the performance and observance of any obligation, agreement or covenant of the County under the Documents.

**SECTION 9.4. No Remedy Exclusive.** No remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other available remedy or remedies, but in each and every instance such remedy shall be cumulative and shall be in addition to every other remedy given under the Documents or now or hereafter existing at law or in equity or by statute. Unless otherwise provided herein or in the other Documents, no delay or omission to exercise any right

or power shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**SECTION 9.5. *No Additional Waiver Implied by One Waiver.*** In the event any warranty, covenant or agreement contained in this Fee Agreement should be breached by any Party and thereafter waived by another Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

## **ARTICLE X COMPANY OPTION TO TERMINATE**

**SECTION 10.1. *Company Option to Terminate.*** From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least 30 days' notice to the County, the Company or the Sponsor Affiliate may terminate this Fee Agreement with respect to the entire Project or any portion thereof; provided, that the Sponsor Affiliate shall not exercise such termination without the prior written approval of the Company, which may be withheld in the Company's sole discretion. Upon termination of all or part of this Fee Agreement, the Company and the Sponsor Affiliate, as applicable, will become liable prospectively but not retroactively (except as set forth in Section 5.1(e)) for ad valorem property taxes on the Project or such portion thereof as is so terminated from inclusion in the Project, as well as for any amounts already due and owing under this Fee Agreement, which latter amounts, if any, shall be paid to the County with the next installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1(c), or, if the termination is of the entire Project, then within 120 days of termination.

## **ARTICLE XI MISCELLANEOUS**

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

If to the Company:

The Ritedose Corporation  
Carolina Research Park  
1 Technology Circle  
Columbia, SC 29203  
Attention: Wayne Richmond  
Vice President, Finance

With a copy to:

Nelson Mullins Riley & Scarborough LLP  
1320 Main Street

17th Floor  
Columbia, SC 29201  
Attention: George B. Wolfe, Esq.

If to the Sponsor Affiliate:

TRC Propco, Inc.  
1 Technology Circle  
Columbia, SC 29203  
Attention: Wayne Richmond  
Vice President, Finance

With a copy to:

Nelson Mullins Riley & Scarborough LLP  
1320 Main Street  
17th Floor  
Columbia, SC 29201  
Attention: George B. Wolfe, Esq.

If to the County:

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

With copy to:

Parker Poe Adams & Bernstein LLP  
1201 Main Street, Suite 1450  
Columbia, SC 29201  
Attention: Ray E. Jones, Esq.

Whenever the County provides any notice under this subsection to either the Company or the Sponsor Affiliate, the County shall provide a copy of such notice to the other Party, and whenever the Company or the Sponsor Affiliate provides any notice under this subsection to the County, the Party providing such notice shall provide a copy of such notice to the other Party.

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt; and (2) by overnight mail upon delivery.

All Project-related notices or other written communications received by the Sponsor Affiliate from the County, the County Council, the County Assessor, the County Auditor, the County Treasurer, or DOR, or from any member, officer, employee or agent of any of the foregoing, shall within five business days of the Sponsor Affiliate's receipt thereof be delivered personally or sent by overnight mail by the Sponsor Affiliate to the Company at the address set forth in this Section.

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

**SECTION 11.3. *Rescission and Severability.*** In the event that the Act, the Payments-in-Lieu-of-Taxes arrangement described in Section 5.1 hereof, and/or the Annual Credit arrangement described in Section 5.2 hereof is determined to be invalid in its entirety by any court of competent jurisdiction, the Parties hereby agree that except as the final judicial decision may otherwise require, the Company and the Sponsor Affiliate shall be entitled to retain any benefits received under or pursuant to this Fee Agreement; otherwise, in the event any provision of the Act or this Fee Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Fee Agreement, unless that decision destroys the basis for the transaction, in which event the Parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company and the Sponsor Affiliate hereunder by either restructuring or reconstituting this Fee Agreement under any then applicable law, including but not limited to the Act, the Infrastructure Law, Chapter 29 of Title 4, and Chapter 12 of Title 4, Code of Laws of South Carolina, 1976, as amended.

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

**SECTION 11.5. *Amendments, Changes and Modifications.*** Except as otherwise provided in this Fee Agreement, this Fee Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Parties. To the maximum extent allowed by law, any such County consent, and any other County consent, approval or ratification referred to in the Act or this Fee Agreement, may be provided by a resolution of County Council or by other form of consent, approval or ratification allowed by law.

**SECTION 11.6. *Execution of Counterparts.*** This Fee Agreement may be executed in several counterparts, each of which shall constitute an original instrument.

**SECTION 11.7. *Law Governing Construction of Fee Agreement.*** The laws of the State shall govern the construction of this Fee Agreement.

**SECTION 11.8. *Filings.***

(a) The Company or the Sponsor Affiliate, as applicable, shall provide the County Auditor, the County Assessor, and the County Treasurer with a copy of all annual filings made

by the Company or the Sponsor Affiliate to DOR pursuant to this Fee Agreement and the Act. Further, the Company shall cause a copy of this Fee Agreement, as well as a copy of the completed DOR Form PT-443, to be filed with the County Auditor, the County Assessor, the County Treasurer and DOR within 30 days after the date of execution and delivery hereof.

(b) Notwithstanding any other provision of this Section, the Company or the Sponsor Affiliate may designate with respect to any filings delivered to the County segments thereof that the Company or the Sponsor Affiliate, as applicable, believes contain proprietary, confidential, or trade secret matters. The County shall conform with all reasonable, written requests made by the Company or the Sponsor Affiliate with respect to maintaining the confidentiality of such designated segments, to the extent allowed by law.

(c) The Company shall comply with the annual filing requirements set forth in the Resolution adopted by the County Council on December 14, 2010, a copy of which is attached hereto as Exhibit D; provided, however, that neither the Company nor the Sponsor Affiliate shall be required to disclose any employee by name or other personally identifiable information.

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

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

**SECTION 11.11. *Payment of Administration Expenses.*** The Company will pay to the County from time to time amounts equal to the Administration Expenses of the County promptly upon written request therefor, but in no event later than 45 days after receiving written notice from the County specifying the nature of such expenses and requesting payment of the same. The payment by the Company of the County's fees for Administration Expenses relating to the drafting, review and negotiation of the MOU, this Fee Agreement, two "conversion" Fee Agreements of even date herewith between the County and the Company and between the County and the Sponsor Affiliate (converting two existing fee-in-lieu of tax lease agreements to fee agreements under the Act), and all ordinances, contracts, documents and actions relating to any of the foregoing, shall not exceed \$10,000.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]**



**EXHIBIT A**

**DESCRIPTION OF LAND**

Carolina Research Park  
1 Technology Circle  
Columbia, SC 29203

Tax Map No.: 17200-02-20 and 17200-02-25

**DESCRIPTION OF SITES**

The initial site is the site described in Exhibit A to this Fee Agreement.

On or about May 15th of each year during the term of this Fee Agreement, the Company shall, in the event that it elects to add or relocate any site in the County during the calendar year ending the preceding December 31, provide a schedule or supplement reflecting such added or relocated site, which schedule or supplement shall become part of this Fee Agreement; provided, that such requirement that the Company provide such schedule or supplement may be satisfied by the Company's filing with DOR of a DOR Form PT-300 and Schedule S or such comparable form or schedule as DOR may provide in connection with projects subject to the Act.



ANNUAL CREDIT CERTIFICATION

Property Tax Year 20\_\_ (Payment due January 15, 20\_\_)

THE CERTIFICATION IS TO BE FILED WITH THE COUNTY AUDITOR WITHIN 45 DAYS OF RECEIPT OF THE COMPANY'S ANNUAL PAYMENT-IN-LIEU-OF-TAX NOTICE FROM DOR WITH RESPECT TO THE PROJECT

Reference is made to that certain Fee Agreement dated as of September 16, 2014 (the "Fee Agreement"), among Richland County, South Carolina (the "County"), The Ritedose Corporation (the "Company") and TRC Propco, Inc. (the "Sponsor Affiliate") with respect to the Project (as defined in the Fee Agreement). Each capitalized term not defined in this Annual Credit Certification (the "Certification") has the meaning contained in the Fee Agreement.

Pursuant to the Fee Agreement, the undersigned authorized agent of the Company hereby states:

- 1. As of \_\_\_\_\_, the Company and the Sponsor Affiliate have invested at least \$\_\_\_\_\_ in Infrastructure Improvements at the Project.
2. As set forth in Section 5.2(a) of the Fee Agreement, the Annual Credit applicable to property tax year \_\_\_\_\_ (the "Applicable Property Tax Year"), the payment of which is due by January 15, \_\_\_\_, is \_\_\_\_\_% of the Payment-in-Lieu-of-Taxes for such property tax year.
3. DOR has provided the Company and the Sponsor Affiliate with a Payment-in-Lieu-of-Taxes notice(s) for the Applicable Property Year which specifies that the Payment-in-Lieu-of-Taxes due with respect to the Project for the Applicable Property Tax Year is \_\_\_\_\_.
4. The Annual Credit for the Applicable Property Tax Year is \$ \_\_\_\_\_, which is calculated as follows:

[Payment-in-Lieu-of-Taxes] x [Annual Credit Percentage] = [Annual Credit]

- 5. Pursuant to Section 5.2(a) of the Fee Agreement, the total dollar amount of the Annual Credit is to be applied first against the Sponsor Affiliate's Payment-in-Lieu-of-Taxes for the Applicable Property Tax Year and then to the Company's Payment-in-Lieu-of-Taxes for the Applicable Property Tax Year.

IN WITNESS WHEREOF, I have executed this Certificate as of \_\_\_\_\_, 20\_\_.

THE RITEDOSE CORPORATION

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

Date: \_\_\_\_\_

**RICHLAND COUNTY COUNCIL REPORTING RESOLUTION**

**A RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES  
CONCERNING ECONOMIC DEVELOPMENT PROJECTS IN  
RICHLAND COUNTY**

WHEREAS, the Richland County Council encourages and supports economic development within the County; and

WHEREAS, the Richland County Council desires to ensure the maximum economic advantage for those industries locating in the County while providing for public disclosure of certain direct local cost and benefits of economic development incentives; and

WHEREAS, the Richland County Council has determined that the most prudent manner of providing such information is by the submission of annual reports by the industries that receive economic development incentives from the County.

NOW, THEREFORE, BE IT RESOLVED BY THE RICHLAND COUNTY COUNCIL that the following requirements are hereby enacted:


1. Every company awarded an incentive by Richland County in exchange for the location or expansion of a facility or facilities within Richland County shall submit the following information annually, said information being due on or before January 31 of each year, throughout the length of the incentives.
  - a. Name of company;
  - b. Cumulative capital investment (less any removed investment) to date as a result of the project;
  - c. Cumulative ad valorem taxes (if any) and fee in lieu payments made in connection with the facility;
  - d. Net jobs created to date as a result of the project;
  - e. List of all employees for reporting year by residential zip code only;
  - f. Community service involvement, including Zip Codes of assisted organizations, which shall include a description of the company's financial and in-kind donations made to organizations in the County during the preceding year, as well as such other information as the company desires to share regarding its community activities.
  
2. All information required pursuant to this Resolution shall be submitted to the Richland County Administrator's Office at the following address by the required date.

Richland County Administrator  
Attn: Economic Development  
P.O. Box 192  
Columbia, SC 29202

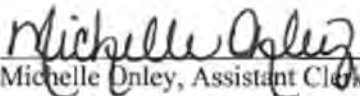
3. The Richland County Administrator , or his / her designee, is hereby authorized to require the submission of the above information. In the event that additional information is reasonably requested by the County regarding the project or any of the items listed in section 1 above, the company shall have thirty (30) days from the notification by the County Administrator in which to comply with such request.
4. This Resolution supercedes prior Economic Development Accountability Resolutions adopted by Richland County Council.
5. The substance of this Resolution will be incorporated into each Memorandum of Understanding, FILOT document , or other associated document(s), where applicable.
6. In the event that any company shall fail to provide the required information, or any portion thereof, said company may be required to return all incentives, or a dollar amount equal thereto, to Richland County. Such incentives, or the dollar amount equal thereto, shall be paid to Richland County within 60 days after the date upon which the information was originally due.

SIGNED and SEALED this 21<sup>st</sup> day of December, 2010, having been adopted by the Richland County Council, in meeting duly assembled, on the 14<sup>th</sup> day of December, 2010.

RICHLAND COUNTY COUNCIL

BY:   
Paul Livingston, Chair

ATTEST this the 5 day of  
January ~~2010~~ 2011

  
Michelle Onley, Assistant Clerk of Council

**FEE AGREEMENT**  
**EFFECTING A CONVERSION OF THAT CERTAIN**

**LEASE AGREEMENT**  
**DATED AS OF JULY 20, 2009**

**BETWEEN**

**TRC PROPCO, INC.**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**DATED AS OF**  
**SEPTEMBER 16, 2014**

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## **FEE AGREEMENT**

**THIS FEE AGREEMENT** (this “**Fee Agreement**”) is made and entered into as of September 16, 2014, by and between **RICHLAND COUNTY, SOUTH CAROLINA** (the “**County**”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “**County Council**”) as governing body of the County, and **TRC PROPCO, INC.**, a corporation organized and existing under the laws of the State of Delaware and qualified to do business in South Carolina (the “**Company**”).

### **WITNESSETH:**

**WHEREAS**, the County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the “**Act**”), to enter into a Fee Agreement with companies meeting the requirements of such Act which identifies certain property of such companies as economic development property to induce such companies to locate in the State and to encourage companies now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State;

**WHEREAS**, as described below, the Company previously acquired certain facilities used at its existing facility in the County;

**WHEREAS**, pursuant to Title 4, Chapter 12 of the Code of Laws of South Carolina, as amended (the “**Old Act**”), the County and Holopack International, L.P. entered into a December 21, 1995 Inducement and Millage Rate Agreement, as amended, and a December 1, 1996 fee-in-lieu of taxes (“**FILOT**”) Lease Agreement (the “**1996 FILOT Lease**”) with respect to certain real and personal property investments by Holopack International, L.P., in the County (the “**Original Joint Project**”);

**WHEREAS**, pursuant to the 1996 FILOT Lease, the County agreed to provide certain reduced FILOT payments to Holopack International, L.P. with respect to the Original Joint Project;

**WHEREAS**, pursuant to the 1996 FILOT Lease, Holopack International, L.P. transferred title to the Original Joint Project to the County and leased the Original Joint Project back from the County;

**WHEREAS**, in 1999, Holopack International, L.P. assigned its rights and obligations under the 1996 FILOT Lease to Holopack International Corp.;

**WHEREAS**, in 2007, the 1996 FILOT Lease was amended, restated and bifurcated pursuant to (i) a Revised and Restated March 14, 2007 FILOT Lease Agreement between the County and Holopack International Corp. relating to the Original Joint Project personal property and (ii) a separate Revised and Restated March 14, 2007 FILOT Lease Agreement between the County and HOLO (SC) QRS 16-91, Inc. (“**HOLO (SC)**”), an affiliate of Holopack International Corp., relating to the Original Joint Project real property;



**WHEREAS**, in 2009, (i) in connection with a change in equity ownership of Holopack International Corp., that company changed its name to The Ritedose Corporation (“**Ritedose**”), and (ii) the Company, an affiliate of Ritedose, assumed all of the rights and obligations of HOLO (SC) under the HOLO (SC) Revised and Restated 2007 FILOT Lease Agreement with the County, which Lease Agreement was revised and restated as of July 20, 2009 to reflect such assumption;

**WHEREAS**, in connection with a 2010 financing transaction involving Ritedose, the Company and certain third party lenders (the “**Lenders**”), (i) the County provided the Lenders with a mortgage and security interest in all County-owned property subject to the two above-referenced Revised and Restated 2007 and 2009 FILOT Lease Agreements, (ii) Ritedose provided the Lenders with a leasehold mortgage and security agreement on all County-owned property subject to the Revised and Restated 2007 FILOT Lease Agreement between the County and Ritedose, and (iii) the Company provided the Lenders with a leasehold mortgage and security agreement on all County-owned property subject to the Revised and Restated 2009 FILOT Lease Agreement between the County and the Company (the “**Original Company Project**”);

**WHEREAS**, the Company desires to utilize the provisions of the Act to continue to receive FILOT benefits with respect to the Original Company Project without the County having title to any portion thereof;

**WHEREAS**, Section 12-44-170 (the “**Conversion Provision**”) of the Act provides that an entity with property subject to a FILOT arrangement under the Old Act may elect, with the consent of the applicable county, to convert its FILOT arrangement from an arrangement under the Old Act to an arrangement under the Act, and, in connection with such conversion, to obtain from the applicable county title to the property that is subject to such FILOT arrangement;

**WHEREAS**, the County desires to convey and, pursuant to the Conversion Provision, the County will convey to the Company its right, title and interest in and to the Original Company Project;

**WHEREAS**, the Company and the County recognize that certain consents or other actions may be needed by the Lenders in connection with the County conveyance to the Company of the County’s right, title and interest in and to the Original Company Project;

**WHEREAS**, in order (i) to satisfy the requirements of the Conversion Provision, (ii) to extend the term of the agreement by 10 years, and (iii) to make certain amendments to update the terms of the Revised and Restated 2009 FILOT Lease Agreement between the County and the Company as necessary or appropriate, this Fee Agreement has been prepared and presented to the County;

**WHEREAS**, the County has determined that this Fee Agreement meets the applicable requirements of the Act;

**WHEREAS**, the County has determined that it is in the best interest of the County to enter into this Fee Agreement with the Company subject to the terms and conditions hereof; and

**WHEREAS**, pursuant to an Ordinance adopted on September 16, 2014, the County Council authorized the County to enter into this Fee Agreement with the Company subject to the terms and conditions hereof.

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

## **ARTICLE I**

### **RECAPITULATION AND DEFINITIONS**

**SECTION 1.1. *Waiver of Statutorily Required Recapitulation.*** Pursuant to Section 12-44-55(B) of the Act, the Parties agree to waive the recapitulation provisions, items and requirements of Section 12-44-55 of the Act. If the Company should be required to retroactively comply with the recapitulation requirements of Section 12-44-55 of the Act, then the County agrees, to the extent permitted by law, to waive all penalties and fees for the Company's noncompliance.

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

From time to time herein, reference is made to the term taxes or ad valorem taxes. All or portions of the Project are or will be located in a Multi-County Industrial Park and, as such, are or will be exempt from ad valorem taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the S.C. Constitution (the "**MCIP Law**"). With respect to facilities located in a Multi-County Industrial Park, references to taxes or ad valorem taxes means the payments-in-lieu-of-taxes provided for in the MCIP Law.

#### **SECTION 1.3. *Definitions.***

**"Act"** means Title 12 Chapter 44, Code of Laws of South Carolina 1976, as in effect on the date hereof and as the same may be amended from time to time.

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

**"Commencement Date"** means December 31, 1996 which was the last day of the year in which Project property was first placed in service.

**"Company"** means, TRC Propco, Inc., a corporation duly organized under the laws of the State of Delaware, and its successors and assigns.

**“Company Affiliate”** means one or more entities, now existing or to be formed in the future, which control, are controlled by, or are under control with, the Company.

**“Conversion Provision”** means Section 12-44-170 of the Act.

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

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

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

**“Documents”** means the Ordinance and this Fee Agreement.

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

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

**“Event of Default”** means any Event of Default specified in Section 10.1 of this Fee Agreement.

**“Fee Agreement”** means this Fee Agreement dated as of September 16, 2014, between the County and the Company.

**“Fee Term”** means the duration of this Fee Agreement with respect to each Stage of the Project as specified in Section 6.3.

**“Improvements”** means improvements to the Real Property together with any and all additions, accessions, expansions, replacements and substitutions thereto or therefore, and all fixtures now or hereafter attached thereto, to the extent such additions, accessions, expansions, replacements and substitutions have become or become part of the Project under this Fee Agreement.

**“Inducement Agreement”** means the Inducement and Millage Rate Agreement between Holopack International Corp. and the County dated December 21, 1995, in which the County agreed, amount other things, to a payment-in-lieu of taxes arrangement for the Original Joint Project.

**“Investment Period”** means the period beginning with the first day that economic development property for the Project is purchased or acquired and ending on the last day of the fifth property tax year following the Commencement Date.

**“Lease”** means the Lease Agreement between the County and the Company, originally dated as of December 1, 1996, as revised and restated as of July 20, 2009.

**“MCIP Law”** means the provisions of Article VIII, Section 13, Paragraph D of the Constitution of the State of South Carolina 1895, as amended, and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended.

**“Multi-County Industrial Park”** or **“MCIP”** means an industrial or business park established by the County with one or more adjoining counties acting under the provisions of the MCIP Law.

**“Ordinance”** means the Ordinance adopted by the County on September 16, 2014, authorizing this Fee Agreement.

**“Original Company Project”** means the property subject to the Lease on the effective date of this Fee Agreement.

**“Original Joint Project”** means the property covered by the December 1, 1996 Lease between the County and Holopack International, L.P. (and later, Holopack International Corp.).

**“Parties”** means, collectively, the Company and the County, and **“Party”** means either one of the Parties.

**“Payments-in-Lieu-of-Taxes”** means the payments to be made by the Company pursuant to Section 6.1 of this Agreement.

**“Prior Documents”** means the Lease and the Inducement Agreement.

**“Project”** means the Equipment, Improvements and Real Property which are eligible for inclusion as economic development property under the Act and have become or may become subject to this Fee Agreement. For purposes of this Fee Agreement, the Parties agree that Project property shall consist of such property so identified by the Company in connection with its annual filing with the DOR of a DOR Form PT-300, or such comparable form, and with such schedules as the DOR may provide in connection with projects subject to the Act (as such filing may be amended or supplemented from time to time) for each year within the Investment Period. As of the effective date of this Fee Agreement, the Project shall include the same property as the Original Company Project. Although the Parties hereto contemplate that all of the property subject to the Lease on the date of this Fee Agreement is Real Property and Improvements, the Parties are nevertheless including a reference to Equipment under this Fee Agreement in the event that, now or in the future, there is any property subject to this Fee Agreement that might be considered Equipment.

**“Real Property”** means the land identified on Exhibit A hereto, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, to the extent such Improvements and fixtures have become or become part of the Project under this Fee Agreement.

**“Replacement Property”** means any property acquired or constructed after the Investment Period as a replacement for any property theretofore forming a part of the Project and disposed of, or deemed disposed of, as provided in Section 6.2.

“**Ritedose**” means The Ritedose Corporation, a corporation duly organized under the laws of the State of Delaware, and its successors and assigns.

“**Site**” means the sites at which Project property is located in the County and shall include (i) the land identified on Exhibit A hereto and (ii) future sites in the County, which shall be noted on schedules or supplements to Exhibit B hereto; provided, that (A) any requirement to provide such schedules or supplements with respect to future sites may be satisfied by identifying such sites as part of the Company’s annual filing with DOR of such forms or schedules as DOR may provide in connection with projects subject to the Act, and (B) the millage rate applicable to each site (other than the site identified on Exhibit A hereto, with respect to which the applicable millage rate hereunder shall be 257.3 mills as provided in Section 6.1(a) hereof) shall be, with respect to each such site, a millage rate equal to the lower of the legally levied cumulative property tax millage rate applicable on June 30 of the year preceding the calendar year in which the Lease was executed or the legally levied cumulative property tax millage rate applicable on June 30 of the calendar year in which the Lease was executed.

“**Stage**” in respect of the Project means the year within which Equipment, Improvements and Real Property, if any, are placed in service during each year of the Investment Period.

“**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 be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

## ARTICLE II

### CONVERSION OF FILOT ARRANGEMENT; REPLACEMENT OF LEASE

**SECTION 2.1. *Election to Convert.*** Pursuant to the Conversion Provision, the Company hereby elects to proceed under the Act and to convert the Lease to a non-lease fee agreement under the Act. The County hereby consents to the Company’s election to convert as required by the Act.

**SECTION 2.2. *Replacement of Lease and Related Documents.*** The Company and the County hereby agree and acknowledge that, from and after the execution and delivery of this Fee Agreement: (i) this Fee Agreement shall replace the Prior Documents in their entirety and (ii) the Act shall govern all fee-in-lieu of tax arrangements pertaining to the Original Company Project. In furtherance of such replacement, the Parties agree that, upon the re-conveyance of assets described in Section 2.3, the Prior Documents are terminated. The Parties also agree that the term, the assessment ratio, the millage rate, and the payments to be made by the Company under this Fee Agreement shall remain the same as under the Prior Documents, except that, as provided in Section 6.3 hereof, the Fee Term hereunder shall be 30 years.

**SECTION 2.3. *Conveyance on Conversion.*** Simultaneously with the execution and delivery of this Fee Agreement, the County has by one or more quitclaim deeds and bills of sale conveyed to the Company or its designee all assets comprising the Original Company Project that are currently titled in the County pursuant to the terms of the Lease. The County covenants

and agrees to take such further steps and to execute and deliver such further instruments, agreements or other documents as shall be reasonably requested by the Company or its designee to evidence or confirm such conveyance.

### ARTICLE III

#### LIMITATION OF LIABILITY; INDUCEMENT

**SECTION 3.1. *Limitation of Liability.*** Any obligation which the County may incur for the payment of money as a result of the transactions described in the Documents shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers but shall be payable solely out of the funds received by it under the Documents.

**SECTION 3.2. *Inducement.*** The County and the Company acknowledge that pursuant to and subject to the provisions of the Act and this Fee Agreement, no part of the Project will be subject to ad valorem property taxation in the State, and that this factor, among others, has induced the Company to enter into this Fee Agreement.

### ARTICLE IV

#### REPRESENTATIONS, WARRANTIES AND COVENANTS

**SECTION 4.1. *Representations and Warranties of the County.*** The County makes the following representations and warranties to the Company and covenants with the Company as follows:

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

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

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

(d) All consents, authorizations and approvals required on the part of the County in connection with the execution, delivery and performance by the County of such of the

Documents as require execution, delivery and performance by the County have been obtained and remain in full force and effect as of the date hereof or will be obtained.

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

(f) Based on information supplied by the Company, the Project constitutes a "project" within the meaning of the Act.

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

**SECTION 4.2. *Covenants by the County.*** The County agrees to do all things deemed reasonably necessary in connection with this Fee Agreement, including but not limited to the performance of its obligations in the Documents and in accordance with the Act, all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State.

**SECTION 4.3. *Representations and Warranties of the Company.*** The Company makes the following representations and warranties to the County:

(a) The Company is a corporation duly organized and validly existing under the laws of the State of Delaware and qualified to do business in the State. The Company has full corporate power to execute the Documents to which it is a party and to fulfill its obligations described in the Documents and, by proper corporate action, has authorized the execution and delivery of the Documents to which it is a party.

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

(c) All consents, authorizations and approvals required on the part of the Company in connection with the Documents and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained, unless the failure to have or obtain such consent, authorization or approval does not have a material adverse effect on the Company.

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

(e) In accordance with and as required by Section 12-44-40(G) of the Act, the Company commits to a Project that meets the minimum investment level required under the Act.

## ARTICLE V

### COMMENCEMENT AND COMPLETION OF THE PROJECT

**SECTION 5.1. *The Project.*** The Company has acquired, constructed or installed or made plans for the acquisition, construction or installation of certain economic development property that comprises the Project.

Pursuant to the Act, the Parties hereby agree that all qualifying property comprising the Project shall be economic development property as defined under the Act.

Notwithstanding any other provision of this Fee Agreement, the Company may place real property or personal property into service at any time under this Fee Agreement, but only property placed into service during the Investment Period (and Replacement Property) will qualify as economic development property under the Act.

**SECTION 5.2. *Diligent Completion.*** The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project, and this Fee Agreement may be terminated with respect to all or a portion of the Project as set forth in Article X.

**SECTION 5.3. *Modifications to Project.*** Subject to compliance with applicable laws, the Company may make or cause to be made from time to time any additions, modifications or improvements to the Project that it may deem desirable for its business purposes.

## ARTICLE VI

### PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF PAYMENTS-IN-LIEU-OF-TAXES

**SECTION 6.1. *Payments-in-Lieu-of-Taxes.*** The Parties acknowledge that under the Act, the Project is exempt from ad valorem property taxes for so long as such property is subject to this Fee Agreement. However, the Company shall be required to make the Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section. In accordance with the Act, and unless this Fee Agreement is sooner terminated, the Company shall make annual Payments-in-Lieu-of-Taxes with respect to the Project, said payments being due and payable and subject to penalty assessments in the manner prescribed by the Act. Such amounts shall be calculated and payable as follows:

(a) The Company shall make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to the property taxes that would be due with respect to such property, if it were taxable, but using an assessment ratio of 6.0% and a millage rate of 257.3 mills. Subject in all events to the provisions of the Act, the fair market value of the Project shall be determined as follows:



- (i) for real property, (A) if the real property is constructed for the fee or is purchased in an arm's length transaction, using the original income tax basis for South Carolina income tax purposes without regard to depreciation; (B) otherwise, the real property must be reported at its fair market value for ad valorem property taxes as determined by appraisal; and
- (ii) for personal property, using the original income tax basis for South Carolina income tax purposes less depreciation allowable for property tax purposes, except that the Company is not entitled to extraordinary obsolescence.

(b) The Payments-in-Lieu-of-Taxes shall be made on the basis that the Project property, if it were otherwise subject to ad valorem property taxes, would be allowed all applicable exemptions from those taxes, except for the exemptions allowed under Section 3(g) of Article X of the South Carolina Constitution and Section 12-37-220(B)(32) and (34) of the Code of Laws of South Carolina, 1976, as amended.

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

(d) Any property placed in service as part of the Project during the Investment Period shall be included in the calculation of payments pursuant to subsections (a) and (b) above for a period not exceeding 30 years following the year in which such property is placed in service. Pursuant to and subject to the Act, (i) Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to subsections (a) and (b), above, but only up to the original income tax basis of property that is being disposed of in the same property tax year; (ii) to the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the property that it is replacing, the portion of such property allocable to the excess amount shall be subject to annual payments calculated as if the exemption for economic development property under the Act were not allowed; (iii) more than one piece of Replacement Property can replace a single piece of economic development property; (iv) Replacement Property does not have to serve the same function as the property it is replacing; (v) Replacement Property is entitled to the Payments-in-Lieu-of-Taxes pursuant to subsections (a) and (b) above for the period of time remaining on the 30-year period for the property that it is replacing; and (vi) Replacement Property is deemed to replace the oldest property subject to this Fee Agreement, whether real or personal, which is disposed of in the same property tax year that the Replacement Property is placed in service.

(e) If the Company does not timely meet the minimum investment level required under Section 12-44-130 of the Act, this Fee Agreement shall terminate and the Company shall make the payments to the County required by Section 12-44-140(B) of the Act.

(f) If at any time during the Fee Term following the period of time in which the Company must make its minimum investment required under the Act, the Company's investment based on income tax basis without regard to depreciation falls below the minimum investment required under the Act, the Company no longer qualifies for the Payments-in-Lieu-of-Taxes provided under subsection (a) above in accordance with Section 12-44-140(C) of the Act, and the Project property will become subject to normal property tax calculation from that point forward, but not retroactively.

**SECTION 6.2. *Disposal of Property; Replacement Property.***

(a) In any instance where the Company in its sole discretion determines that any item or items of property included in the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such item (or such portion thereof as the Company shall determine) or items and sell, trade in, exchange or otherwise dispose of it or them (as a whole or in part) without any responsibility or accountability to the County therefor. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty or by virtue of the exercise or threat of the power of condemnation or eminent domain shall be deemed to be a disposal of such property, or portion thereof, pursuant to this Section. Subject to the provisions of Section 6.1(d) and this Section with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 6.1(a) hereof shall be reduced by the amount thereof applicable to any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section.

(b) The Company may, in its sole discretion, replace, renew or acquire and/or install other property in substitution for, any or all property or portions thereof disposed of, or deemed disposed of, pursuant to subsection (a) above. Any such property may, but need not, serve the same function, or be of the same utility or value, as the property being replaced. Absent a written election to the contrary made at the time of filing the first property tax return that would apply to such property, such property shall be treated, to the extent permitted by the Act, as Replacement Property.

**SECTION 6.3. *Fee Term.*** With respect to each Stage of the Project, the applicable term of this Fee Agreement shall be from the first day of the property tax year after the property tax year in which such Stage is placed in service through the last day of the property tax year that is 30 years thereafter; provided, that the maximum term of this Fee Agreement shall not be more than 30 years from the end of the last year of the Investment Period. Such 30-year term represents a ten-year extension of the 20-year term of the Lease, which extension is being provided by the County pursuant to Section 12-44-30(21) of the Act. This Fee Agreement shall terminate with respect to the Project or any Stage or part thereof upon the earlier to occur of (a) payment of the final installment of Payments-in-Lieu-of-Taxes pursuant to Section 6.1 hereof or (b) exercise by the Company of its option to terminate pursuant to Section 11.1 hereof.

## ARTICLE VII

### PROPERTY TAX EXEMPTION AND ABATEMENT

**SECTION 7.1. *Protection of Tax Exempt Status of the Project.*** In order to insure that the Project is not and will not become subject to ad valorem property taxes under the laws of the State or any political subdivision thereof, the Parties covenant that:

(a) to the extent allowed by law, all rights and privileges granted to either Party under this Fee Agreement or any other Documents shall be exercised so that if any conflict between this Section and any other provision in any document shall arise, then in that case, this Section shall control; and

(b) the Parties have not knowingly committed or permitted and will not knowingly commit or permit (as to any act over which either Party has control) any act which would cause the Project to be subject to ad valorem property taxes by the County or political subdivision of the State in which any part of the Project is located; provided, however, that the Company may terminate this Fee Agreement as provided in Section 11.1.

**SECTION 7.2. *Rescission and Reversion in the Event of Termination.*** In the event it shall be determined by a court of competent jurisdiction that the Project or any portion thereof is subject to State, County, or other local property taxes, then, at the option of the Company, the provisions of Section 12.3 hereof shall apply, either to the Project as a whole or to such portion thereof as the Company may elect.

## ARTICLE VIII

### EFFECTIVE DATE

**SECTION 8.1. *Effective Date.*** This Fee Agreement shall become effective as of the date first written above.

## ARTICLE IX

### SPECIAL COVENANTS

**SECTION 9.1. *Confidentiality/Limitation on Access to Project.*** The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets and techniques and that any disclosure of any information relating to such processes and materials, services, equipment, trade secrets or techniques, including but not limited to disclosures of financial, sales or other information concerning the Company's operations could result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, subject to the provisions of Section 12.8 hereof, except as required by law, and except as operating for other purposes in its taxing or sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other industrial facility in the County), neither the County nor any employee, agent or contractor of the County (i) shall request or be entitled to receive any such confidential

or proprietary information or (ii) shall request or be entitled to inspect the Project or any property associated therewith. Notwithstanding the expectation that the County shall not receive any confidential or proprietary information, if the County should nevertheless receive any such information, neither the County nor any employee, agent, or contractor of the County shall knowingly disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections. In the event that the County is required to disclose any confidential or proprietary information obtained from the Company to any third party, the County agrees to provide the Company with reasonable advance notice of such requirement before making such disclosure.

### **SECTION 9.2. *Indemnification Covenants***

(a) The Company shall indemnify and hold the County and its County Council members, officers, agents and employees harmless from all pecuniary liability based upon those reasons set forth in subsection (b) below. Such indemnification obligation shall survive any termination of this Fee Agreement.

(b) Notwithstanding the fact that it is the intention of the Parties that neither the County nor any of its County Council members, officers, agents and employees shall incur any pecuniary liability to any third party (i) by reason of the terms of this Fee Agreement or the undertakings of the County required hereunder, (ii) by reason of the performance of any act in connection with the entering into and performance of the transactions described in the Documents, or (iii) by reason of the County having entered into this Fee Agreement, or (iv) by reason of the condition or operation of the Project, including claims, liabilities or losses arising in connection with the violation of any statutes or regulations, if the County or any of its County Council members, officers, agents or employees should incur any such pecuniary liability, then, in that event the Company shall indemnify and hold harmless the County and its County Council members, officers, agents and employees against all pecuniary claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim.

(c) Notwithstanding the foregoing, the Company shall not be obligated to indemnify the County or any of its individual members, officers, agents and employees for expenses, claims, losses or damages arising from the intentional or willful misconduct or gross negligence of the County or any of its individual officers, agents or employees.

**SECTION 9.3. *Assignment and Leasing*.** With the County's consent, approval or ratification, which shall not be unreasonably withheld, any of the Company's interest in Project property or this Fee Agreement may be transferred or assigned by the Company, or any assignee of the foregoing, to any other entity in accordance with the Act; provided, however, that such consent, approval or ratification is not required in connection with financing-related transfers or

any other transfers not requiring the consent of the County under the Act. The County hereby expressly consents to and approves in advance any transfer or assignment by the Company to any Company Affiliates of any interest in Project property or this Fee Agreement. Any equity or ownership interest in the Company may be sold, disposed, reorganized or otherwise transferred, without the consent of, or the requirement of any notice to, the County. The County agrees that the County Council may provide any required consent, approval or subsequent ratification to any transfer or assignment by a resolution of County Council or by a letter or other writing executed by the County Administrator. If the Company complies with the Act, and except as otherwise required by the Act, a transaction or an event of sale, assignment, leasing, transfer of an interest herein, or disposal or replacement of all or part of the Project shall not constitute or result in a termination of this Fee Agreement in whole or in part or serve as a basis for changing the fee payments due under Section 12-44-50 of the Act.

## **ARTICLE X**

### **EVENT OF DEFAULT AND REMEDIES**

**SECTION 10.1. *Events of Default Defined.*** The occurrence of any one or more of the following events shall be an “Event of Default” under this Fee Agreement:

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

(b) If the Company shall fail to observe or perform any covenant, condition or agreement required herein to be observed or performed by the Company or the County (other than as referred to in subsection (a) above), and such failure shall continue for a period of 30 days after written notice of default has been given to the Company by the County or such additional time as may be necessary under the particular circumstances so long as the Company commences to cure such default within such 30-day period and thereafter diligently pursues such cure to completion; and further provided that if by reason of “force majeure” as hereinafter defined the Company is unable in whole or in part to carry out any such covenant, condition or agreement or if it takes longer than 30 days to cure such default and the Company is diligently attempting to cure such default, there shall be no Event of Default during such period of inability. The term “force majeure” as used herein shall mean circumstances not reasonably within the control of the Parties, such as without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies or of terrorists; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy;

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

(d) A cessation of operations at the Company's and Ritedose's facility in the County which includes a closure of the facility or the cessation of production and shipment of products to customers for a continuous period of 12 months.

**SECTION 10.2. Remedies on Default by the Company.** Whenever any Event of Default shall have happened and be subsisting the County may take whatever action at law or in equity may appear legally required or necessary or desirable to collect any payments then due or to enforce performance and observance of any obligation, agreement or covenant of the Company under the Documents. As set forth in Section 11.1 hereof, the Company may terminate this Fee Agreement at any time upon providing 30 days' notice to the County without regard to any Event of Default. Although the Parties acknowledge that the Project is exempt from ad valorem property taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise the remedies provided by general law (Title 12, Chapter 49, Code of Laws of South Carolina, 1976, as amended) and the Act relating to the enforced collection of taxes.

**SECTION 10.3. Remedies on Default by the County.** In the event of a breach by the County of any provision contained in this Fee Agreement, the Company may take whatever action at law or in equity may appear legally required, necessary or desirable to enforce the performance and observance of any obligation, agreement or covenant of the County under the Documents.

**SECTION 10.4. No Remedy Exclusive.** No remedy herein conferred upon or reserved to either Party is intended to be exclusive of any other available remedy or remedies, but in each and every instance such remedy shall be cumulative and shall be in addition to every other remedy given under the Documents or now or hereafter existing at law or in equity or by statute. Unless otherwise provided herein or in the other Documents, no delay or omission to exercise any right or power shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**SECTION 10.5. No Additional Waiver Implied by One Waiver.** In the event any warranty, covenant or agreement contained in this Fee Agreement should be breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

## ARTICLE XI

### COMPANY OPTION TO TERMINATE

**SECTION 11.1. Company Option to Terminate.** From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least 30 days notice to the County, the Company may terminate this Fee Agreement with respect to the entire Project or any portion thereof. Upon termination of all or part of this Fee Agreement, the Company will become liable prospectively but not retroactively (except as set forth in Section 6.1(e) hereof for ad valorem property taxes on the Project or such portion thereof as is so terminated from inclusion in the Project, as well as for any amounts already due and owing under this Fee Agreement, which latter amounts, if any, shall be paid to the County with

the next installment of Payments-in-Lieu-of-Taxes pursuant to Section 6.1(c), or, if the termination is of the entire Project, then within 120 days of termination.

## ARTICLE XII

### MISCELLANEOUS

**SECTION 12.1. Notices.** All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by certified mail, return receipt requested, to the following addresses, unless the Parties are subsequently notified of any change of address in accordance with this Section:

If to the Company:

TRC Propco, Inc.  
Carolina Research Park  
1 Technology Circle  
Columbia, SC 29203  
Attention: Wayne Richmond  
Vice President, Finance

With a copy to:

Nelson Mullins Riley & Scarborough LLP  
1320 Main Street  
17th Floor  
Columbia, SC 29201  
Attention: George B. Wolfe, Esq.

If to the County:

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

With a copy to:

Parker Poe Adams & Bernstein LLP  
1201 Main Street, Suite 1450  
Columbia, SC 29201  
Attention: Ray E. Jones, Esq.

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt and (2) overnight mail upon delivery.

**SECTION 12.2. *Binding Effect.*** This Fee Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

**SECTION 12.3. *Rescission and Severability.*** In the event that the Act or the Payments-in-Lieu-of-Taxes arrangement described in Section 6.1 hereof is determined to be invalid in its entirety by any court of competent jurisdiction, the Parties hereby agree that except as the final judicial decision may otherwise require, the Company shall be entitled to retain any benefits received under or pursuant to this Fee Agreement; otherwise, in the event any provision of the Act or this Fee Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Fee Agreement, unless that decision destroys the basis for the transaction, in which event the Parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company hereunder by either restructuring or reconstituting this Fee Agreement under any then applicable law, including but not limited to the Act, Chapter 29 of Title 4, and Chapter 12 of Title 4, Code of Laws of South Carolina 1976, as amended.

**SECTION 12.4. *Payments Due on Saturday, Sunday and Holidays.*** Whenever any payment to be made hereunder shall be stated to be due on a Saturday, a Sunday or a holiday, such payment shall be made on the next business day.

**SECTION 12.5. *Amendments, Changes and Modifications.*** Except as otherwise provided in this Fee Agreement, this Fee Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Parties. To the maximum extent allowed by law, any such County consent, and any other County consent, approval or ratification referred to in the Act or this Fee Agreement may be provided by a resolution of County Council or by other form of consent, approval or ratification allowed by law.

**SECTION 12.6. *Execution of Counterparts.*** This Fee Agreement may be executed in several counterparts, each of which shall constitute an original instrument.

**SECTION 12.7. *Law Governing Construction of Agreement.*** The laws of the State shall govern the construction of this Fee Agreement.

**SECTION 12.8. *Filings.***

(a) The Company shall provide the County Auditor, the County Assessor, and the County Treasurer with a copy of all annual filings made by the Company to DOR pursuant to this Fee Agreement and the Act. Further, the Company shall cause a copy of this Fee Agreement to be filed with the County Auditor, the County Assessor, the County Treasurer and DOR within 30 days after the date of execution and delivery hereof.

(b) Notwithstanding any other provision of this Section, the Company may designate with respect to any filings delivered to the County segments thereof that the Company believes contain proprietary, confidential or trade secret matters. The County shall conform with all



reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments, to the extent allowed by law.

**SECTION 12.9. *Headings.*** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

**SECTION 12.10. *Further Assurance.*** From time to time, the County agrees to execute and deliver to the Company such additional assurances and/or instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

**SECTION 12.11. *Administrative Fees.***

(a) The Company shall reimburse the County, in an amount not to exceed \$10,000, for reasonable expenses, including reasonable attorneys' fees, related to (i) the drafting, review, and negotiation of (A) this Fee Agreement, (B) another fee agreement of even date herewith effecting a conversion of a revised and restated March 14, 2007 Lease Agreement between Ritedose and the County, (C) a new Fee Agreement of even date herewith between the Company, Ritedose, and the County, and (D) any ordinances, deeds, bills of sale, or other documents related to any of such agreements or to the Project, and (ii) any related matters.

[Remainder of page intentionally left blank.]

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

RICHLAND COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chairman, Richland County Council

ATTEST:

\_\_\_\_\_  
Clerk of Richland County Council

TRC PROPCO, INC.

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

**EXHIBIT A**  
**DESCRIPTION OF LAND**

Carolina Research Park  
1 Technology Circle  
Columbia, SC 29203

Tax Map No.: 17200-02-20 and 17200-02-25

## **EXHIBIT B**

### **DESCRIPTION OF SITES**

The initial site is the land identified on Exhibit A to this Fee Agreement.

On or about May 15, 2015 and each May 15 thereafter during the term of this Fee Agreement, the Company shall, in the event that it elects to add or relocate any site in the County during the calendar year ending the preceding December 31, provide a schedule or supplement reflecting such added or relocated site, which schedule or supplement shall become part of this Fee Agreement; provided, that such requirement that the Company provide such schedule or supplement may be satisfied by the Company's filing with DOR of a DOR Form PT-300 and Schedule S or such comparable form or schedule as DOR may provide in connection with projects subject to the Act.

~#4835-3664-0539 v.6-9/10/14~

**FEE AGREEMENT**  
**EFFECTING A CONVERSION OF THAT CERTAIN**  
**LEASE AGREEMENT**  
**DATED AS OF MARCH 14, 2007**

**BETWEEN**  
**THE RITEDOSE CORPORATION**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**DATED AS OF**  
**SEPTEMBER 16, 2014**

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## **FEE AGREEMENT**

**THIS FEE AGREEMENT** (this “**Fee Agreement**”) is made and entered into as of September 16, 2014, by and between **RICHLAND COUNTY, SOUTH CAROLINA** (the “**County**”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “**County Council**”) as governing body of the County, and **THE RITEDOSE CORPORATION**, a corporation organized and existing under the laws of the State of Delaware and qualified to do business in South Carolina (the “**Company**”).

### **WITNESSETH:**

**WHEREAS**, the County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the “**Act**”), to enter into a Fee Agreement with companies meeting the requirements of such Act which identifies certain property of such companies as economic development property to induce such companies to locate in the State and to encourage companies now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State;

**WHEREAS**, as described below, the Company previously acquired certain facilities used at its existing facility in the County;

**WHEREAS**, pursuant to Title 4, Chapter 12 of the Code of Laws of South Carolina, as amended (the “**Old Act**”), the County and Holopack International, L.P. entered into a December 21, 1995 Inducement and Millage Rate Agreement, as amended, and a December 1, 1996 fee-in-lieu of taxes (“**FILOT**”) Lease Agreement (the “**1996 FILOT Lease**”) with respect to certain real and personal property investments by Holopack International, L.P., in the County (the “**Original Joint Project**”);

**WHEREAS**, pursuant to the 1996 FILOT Lease, the County agreed to provide certain reduced FILOT payments to Holopack International, L.P. with respect to the Original Joint Project;

**WHEREAS**, pursuant to the 1996 FILOT Lease, Holopack International, L.P. transferred title to the Original Joint Project to the County and leased the Original Joint Project back from the County;

**WHEREAS**, in 1999, Holopack International, L.P. assigned its rights and obligations under the 1996 FILOT Lease to Holopack International Corp.;

**WHEREAS**, in 2007, the 1996 FILOT Lease was amended, restated and bifurcated pursuant to (i) a Revised and Restated March 14, 2007 FILOT Lease Agreement between the County and Holopack International Corp. relating to the Original Joint Project personal property and (ii) a separate Revised and Restated March 14, 2007 FILOT Lease Agreement between the County and HOLO (SC) QRS 16-91, Inc. (“**HOLO (SC)**”), an affiliate of Holopack International Corp., relating to the Original Joint Project real property;



**WHEREAS**, in 2009, (i) in connection with a change in equity ownership of Holopack International Corp., that company changed its name to The Ritedose Corporation (the “**Company**”), and (ii) TRC Propco, Inc. (“**TRC Propco**”), an affiliate of the Company, assumed all of the rights and obligations of HOLO (SC) under the HOLO (SC) Revised and Restated 2007 FILOT Lease Agreement with the County, which Lease Agreement was revised and restated as of July 20, 2009 to reflect such assumption;

**WHEREAS**, in connection with a 2010 financing transaction involving the Company, TRC Propco and certain third party lenders (the “**Lenders**”), (i) the County provided the Lenders with a mortgage and security interest in all County-owned property subject to the two above-referenced Revised and Restated 2007 and 2009 FILOT Lease Agreements, (ii) the Company provided the Lenders with a leasehold mortgage and security agreement on all County-owned property subject to the Revised and Restated 2007 FILOT Lease Agreement between the County and the Company (the “**Original Company Project**”), and (iii) TRC Propco provided the Lenders with a leasehold mortgage and security agreement on all County-owned property subject to the Revised and Restated 2009 FILOT Lease Agreement between the County and TRC Propco;

**WHEREAS**, the Company desires to utilize the provisions of the Act to continue to receive FILOT benefits with respect to the Original Company Project without the County having title to any portion thereof;

**WHEREAS**, Section 12-44-170 (the “**Conversion Provision**”) of the Act provides that an entity with property subject to a FILOT arrangement under the Old Act may elect, with the consent of the applicable county, to convert its FILOT arrangement from an arrangement under the Old Act to an arrangement under the Act, and, in connection with such conversion, to obtain from the applicable county title to the property that is subject to such FILOT arrangement;

**WHEREAS**, the County desires to convey and, pursuant to the Conversion Provision, the County will convey to the Company its right, title and interest in and to the Original Company Project;

**WHEREAS**, the Company and the County recognize that certain consents or other actions may be needed by the Lenders in connection with the County conveyance to the Company of the County’s right, title and interest in and to the Original Company Project;

**WHEREAS**, in order (i) to satisfy the requirements of the Conversion Provision, (ii) to extend the term of the agreement by 10 years, and (iii) to make certain amendments to update the terms of the Revised and Restated 2007 FILOT Lease Agreement between the County and the Company as necessary or appropriate, this Fee Agreement has been prepared and presented to the County;

**WHEREAS**, the County has determined that this Fee Agreement meets the applicable requirements of the Act;

**WHEREAS**, the County has determined that it is in the best interest of the County to enter into this Fee Agreement with the Company subject to the terms and conditions hereof; and

**WHEREAS**, pursuant to an Ordinance adopted on September 16, 2014, the County Council authorized the County to enter into this Fee Agreement with the Company subject to the terms and conditions hereof.

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

## **ARTICLE I**

### **RECAPITULATION AND DEFINITIONS**

**SECTION 1.1. *Waiver of Statutorily Required Recapitulation.*** Pursuant to Section 12-44-55(B) of the Act, the Parties agree to waive the recapitulation provisions, items and requirements of Section 12-44-55 of the Act. If the Company should be required to retroactively comply with the recapitulation requirements of Section 12-44-55 of the Act, then the County agrees, to the extent permitted by law, to waive all penalties and fees for the Company's noncompliance.

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

From time to time herein, reference is made to the term taxes or ad valorem taxes. All or portions of the Project are or will be located in a Multi-County Industrial Park and, as such, are or will be exempt from ad valorem taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the S.C. Constitution (the "**MCIP Law**"). With respect to facilities located in a Multi-County Industrial Park, references to taxes or ad valorem taxes means the payments-in-lieu-of-taxes provided for in the MCIP Law.

#### **SECTION 1.3. *Definitions.***

**"Act"** means Title 12 Chapter 44, Code of Laws of South Carolina 1976, as in effect on the date hereof and as the same may be amended from time to time.

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

**"Commencement Date"** means December 31, 1996 which was the last day of the year in which Project property was first placed in service.

**“Company”** means The Ritedose Corporation, a corporation duly organized under the laws of the State of Delaware, and its successors and assigns.

**“Company Affiliate”** means one or more entities, now existing or to be formed in the future, which control, are controlled by, or are under control with, the Company.

**“Conversion Provision”** means Section 12-44-170 of the Act.

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

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

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

**“Documents”** means the Ordinance and this Fee Agreement.

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

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

**“Event of Default”** means any Event of Default specified in Section 10.1 of this Fee Agreement.

**“Fee Agreement”** means this Fee Agreement dated as of September 16, 2014, between the County and the Company.

**“Fee Term”** means the duration of this Fee Agreement with respect to each Stage of the Project as specified in Section 6.3.

**“Improvements”** means improvements to the Real Property together with any and all additions, accessions, expansions, replacements and substitutions thereto or therefore, and all fixtures now or hereafter attached thereto, to the extent such additions, accessions, expansions, replacements and substitutions have become or become part of the Project under this Fee Agreement.

**“Inducement Agreement”** means the Inducement and Millage Rate Agreement between Holopack International Corp. and the County dated December 21, 1995, in which the County agreed, amount other things, to a payment-in-lieu of taxes arrangement for the Original Joint Project.

**“Investment Period”** means the period beginning with the first day that economic development property for the Project is purchased or acquired and ending on the last day of the fifth property tax year following the Commencement Date.

**“Lease”** means the Lease Agreement between the County and the Company, originally dated as of December 1, 1996, as revised and restated as of March 14, 2007.

**“MCIP Law”** means the provisions of Article VIII, Section 13, Paragraph D of the Constitution of the State of South Carolina 1895, as amended, and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended.

**“Multi-County Industrial Park”** or **“MCIP”** means an industrial or business park established by the County with one or more adjoining counties acting under the provisions of the MCIP Law.

**“Ordinance”** means the Ordinance adopted by the County on September 16, 2014, authorizing this Fee Agreement.

**“Original Company Project”** means the property subject to the Lease on the effective date of this Fee Agreement.

**“Original Joint Project”** means the property covered by the December 1, 1996 Lease between the County and Holopack International, L.P. (and later, Holopack International Corp.).

**“Parties”** means, collectively, the Company and the County, and **“Party”** means either one of the Parties.

**“Payments-in-Lieu-of-Taxes”** means the payments to be made by the Company pursuant to Section 6.1 of this Agreement.

**“Prior Documents”** means the Lease and the Inducement Agreement.

**“Project”** means the Equipment, Improvements and Real Property which are eligible for inclusion as economic development property under the Act and have become or may become subject to this Fee Agreement. For purposes of this Fee Agreement, the Parties agree that Project property shall consist of such property so identified by the Company in connection with its annual filing with the DOR of a DOR Form PT-300, or such comparable form, and with such schedules as the DOR may provide in connection with projects subject to the Act (as such filing may be amended or supplemented from time to time) for each year within the Investment Period. As of the effective date of this Fee Agreement, the Project shall include the same property as the Original Company Project. Although the Parties hereto contemplate that all of the property subject to the Lease on the date of this Fee Agreement is personal property, the Parties are nevertheless including a reference to Real Property and Improvements under this Fee Agreement in the event that now or in the future, there is any property subject to this Fee Agreement that might be considered Real Property or Improvements.

**“Real Property”** means the land identified on Exhibit A hereto, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, to the extent such Improvements and fixtures have become or become part of the Project under this Fee Agreement.

**“Replacement Property”** means any property acquired or constructed after the Investment Period as a replacement for any property theretofore forming a part of the Project and disposed of, or deemed disposed of, as provided in Section 6.2.

**“Site”** means the sites at which Project property is located in the County and shall include (i) the land identified on Exhibit A hereto and (ii) future sites in the County, which shall be noted on schedules or supplements to Exhibit B hereto; provided, that (A) any requirement to provide such schedules or supplements with respect to future sites may be satisfied by identifying such sites as part of the Company’s annual filing with DOR of such forms or schedules as DOR may provide in connection with projects subject to the Act, and (B) the millage rate applicable to each site (other than the site identified on Exhibit A hereto, with respect to which the applicable millage rate hereunder shall be 257.3 mills as provided in Section 6.1(a) hereof) shall be, with respect to each such site, a millage rate equal to the lower of the legally levied cumulative property tax millage rate applicable on June 30 of the year preceding the calendar year in which the Lease was executed or the legally levied cumulative property tax millage rate applicable on June 30 of the calendar year in which the Lease was executed.

**“Stage”** in respect of the Project means the year within which Equipment, Improvements and Real Property, if any, are placed in service during each year of the Investment Period.

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

**“TRC Propco”** means TRC Propco, Inc., a corporation duly organized under the laws of the State of Delaware, and its successors and assigns.

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

## ARTICLE II

### CONVERSION OF PILOT ARRANGEMENT; REPLACEMENT OF LEASE

**SECTION 2.1. *Election to Convert.*** Pursuant to the Conversion Provision, the Company hereby elects to proceed under the Act and to convert the Lease to a non-lease fee agreement under the Act. The County hereby consents to the Company’s election to convert as required by the Act.

**SECTION 2.2. *Replacement of Lease and Related Documents.*** The Company and the County hereby agree and acknowledge that, from and after the execution and delivery of this Fee Agreement: (i) this Fee Agreement shall replace the Prior Documents in their entirety and (ii) the Act shall govern all fee-in-lieu of tax arrangements pertaining to the Original Company Project. In furtherance of such replacement, the Parties agree that, upon the re-conveyance of assets described in Section 2.3, the Prior Documents are terminated. The Parties also agree that the term, the assessment ratio, the millage rate, and the payments to be made by the Company under this Fee Agreement shall remain the same as under the Prior Documents, except that, as provided in Section 6.3 hereof, the Fee Term hereunder shall be 30 years.

**SECTION 2.3. *Conveyance on Conversion.*** Simultaneously with the execution and delivery of this Fee Agreement, the County has by one or more quitclaim deeds and bills of sale conveyed to the Company or its designee all assets comprising the Original Company Project that are currently titled in the County pursuant to the terms of the Lease. The County covenants and agrees to take such further steps and to execute and deliver such further instruments, agreements or other documents as shall be reasonably requested by the Company or its designee to evidence or confirm such conveyance.

### **ARTICLE III**

#### **LIMITATION OF LIABILITY; INDUCEMENT**

**SECTION 3.1. *Limitation of Liability.*** Any obligation which the County may incur for the payment of money as a result of the transactions described in the Documents shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers but shall be payable solely out of the funds received by it under the Documents.

**SECTION 3.2. *Inducement.*** The County and the Company acknowledge that pursuant to and subject to the provisions of the Act and this Fee Agreement, no part of the Project will be subject to ad valorem property taxation in the State, and that this factor, among others, has induced the Company to enter into this Fee Agreement.

### **ARTICLE IV**

#### **REPRESENTATIONS, WARRANTIES AND COVENANTS**

**SECTION 4.1. *Representations and Warranties of the County.*** The County makes the following representations and warranties to the Company and covenants with the Company as follows:

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

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

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

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

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

(f) Based on information supplied by the Company, the Project constitutes a "project" within the meaning of the Act.

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

**SECTION 4.2. *Covenants by the County.*** The County agrees to do all things deemed reasonably necessary in connection with this Fee Agreement, including but not limited to the performance of its obligations in the Documents and in accordance with the Act, all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State.

**SECTION 4.3. *Representations and Warranties of the Company.*** The Company makes the following representations and warranties to the County:

(a) The Company is a corporation duly organized and validly existing under the laws of the State of Delaware and qualified to do business in the State. The Company has full corporate power to execute the Documents to which it is a party and to fulfill its obligations described in the Documents and, by proper corporate action, has authorized the execution and delivery of the Documents to which it is a party.

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

(c) All consents, authorizations and approvals required on the part of the Company in connection with the Documents and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained, unless the failure to have or obtain such consent, authorization or approval does not have a material adverse effect on the Company.

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

(e) In accordance with and as required by Section 12-44-40(G) of the Act, the Company commits to a Project that meets the minimum investment level required under the Act.

## ARTICLE V

### COMMENCEMENT AND COMPLETION OF THE PROJECT

**SECTION 5.1. *The Project.*** The Company has acquired, constructed or installed or made plans for the acquisition, construction or installation of certain economic development property that comprises the Project.

Pursuant to the Act, the Parties hereby agree that all qualifying property comprising the Project shall be economic development property as defined under the Act.

Notwithstanding any other provision of this Fee Agreement, the Company may place real property or personal property into service at any time under this Fee Agreement, but only property placed into service during the Investment Period (and Replacement Property) will qualify as economic development property under the Act.

**SECTION 5.2. *Diligent Completion.*** The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project, and this Fee Agreement may be terminated with respect to all or a portion of the Project as set forth in Article X.

**SECTION 5.3. *Modifications to Project.*** Subject to compliance with applicable laws, the Company may make or cause to be made from time to time any additions, modifications or improvements to the Project that it may deem desirable for its business purposes.

## ARTICLE VI

### PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF PAYMENTS-IN-LIEU-OF-TAXES

**SECTION 6.1. *Payments-in-Lieu-of-Taxes.*** The Parties acknowledge that under the Act, the Project is exempt from ad valorem property taxes for so long as such property is subject to this Fee Agreement. However, the Company shall be required to make the Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section. In accordance with the Act, and unless this Fee Agreement is sooner terminated, the Company shall make annual Payments-in-Lieu-of-Taxes with respect to the Project, said payments being due and payable and subject to penalty assessments in the manner prescribed by the Act. Such amounts shall be calculated and payable as follows:



(a) The Company shall make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to the property taxes that would be due with respect to such property, if it were taxable, but using an assessment ratio of 6.0% and a millage rate of 257.3 mills. Subject in all events to the provisions of the Act, the fair market value of the Project shall be determined as follows:

- (i) for real property, (A) if the real property is constructed for the fee or is purchased in an arm's length transaction, using the original income tax basis for South Carolina income tax purposes without regard to depreciation; (B) otherwise, the real property must be reported at its fair market value for ad valorem property taxes as determined by appraisal; and
- (ii) for personal property, using the original income tax basis for South Carolina income tax purposes less depreciation allowable for property tax purposes, except that the Company is not entitled to extraordinary obsolescence.

(b) The Payments-in-Lieu-of-Taxes shall be made on the basis that the Project property, if it were otherwise subject to ad valorem property taxes, would be allowed all applicable exemptions from those taxes, except for the exemptions allowed under Section 3(g) of Article X of the South Carolina Constitution and Section 12-37-220(B)(32) and (34) of the Code of Laws of South Carolina, 1976, as amended.

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

(d) Any property placed in service as part of the Project during the Investment Period shall be included in the calculation of payments pursuant to subsections (a) and (b) above for a period not exceeding 30 years following the year in which such property is placed in service. Pursuant to and subject to the Act, (i) Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to subsections (a) and (b), above, but only up to the original income tax basis of property that is being disposed of in the same property tax year; (ii) to the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the property that it is replacing, the portion of such property allocable to the excess amount shall be subject to annual payments calculated as if the exemption for economic development property under the Act were not allowed; (iii) more than one piece of Replacement Property can replace a single piece of economic development property; (iv) Replacement Property does not have to serve the same function as the property it is replacing; (v) Replacement Property is entitled to the Payments-in-Lieu-of-Taxes pursuant to subsections (a) and (b) above for the period of time remaining on the 30-year period for the property that it is replacing; and (vi) Replacement Property is deemed to replace the oldest property subject to this Fee

Agreement, whether real or personal, which is disposed of in the same property tax year that the Replacement Property is placed in service.

(e) If the Company does not timely meet the minimum investment level required under Section 12-44-130 of the Act, this Fee Agreement shall terminate and the Company shall make the payments to the County required by Section 12-44-140(B) of the Act.

(f) If at any time during the Fee Term following the period of time in which the Company must make its minimum investment required under the Act, the Company's investment based on income tax basis without regard to depreciation falls below the minimum investment required under the Act, the Company no longer qualifies for the Payments-in-Lieu-of-Taxes provided under subsection (a) above in accordance with Section 12-44-140(C) of the Act, and the Project property will become subject to normal property tax calculation from that point forward, but not retroactively.

**SECTION 6.2. *Disposal of Property; Replacement Property.***

(a) In any instance where the Company in its sole discretion determines that any item or items of property included in the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such item (or such portion thereof as the Company shall determine) or items and sell, trade in, exchange or otherwise dispose of it or them (as a whole or in part) without any responsibility or accountability to the County therefor. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty or by virtue of the exercise or threat of the power of condemnation or eminent domain shall be deemed to be a disposal of such property, or portion thereof, pursuant to this Section. Subject to the provisions of Section 6.1(d) and this Section with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 6.1(a) hereof shall be reduced by the amount thereof applicable to any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section.

(b) The Company may, in its sole discretion, replace, renew or acquire and/or install other property in substitution for, any or all property or portions thereof disposed of, or deemed disposed of, pursuant to subsection (a) above. Any such property may, but need not, serve the same function, or be of the same utility or value, as the property being replaced. Absent a written election to the contrary made at the time of filing the first property tax return that would apply to such property, such property shall be treated, to the extent permitted by the Act, as Replacement Property.

**SECTION 6.3. *Fee Term.*** With respect to each Stage of the Project, the applicable term of this Fee Agreement shall be from the first day of the property tax year after the property tax year in which such Stage is placed in service through the last day of the property tax year that is 30 years thereafter; provided, that the maximum term of this Fee Agreement shall not be more than 30 years from the end of the last year of the Investment Period. Such 30-year term represents a ten-year extension of the 20-year term of the Lease, which extension is being provided by the County pursuant to Section 12-44-30(21) of the Act. This Fee Agreement shall terminate with respect to the Project or any Stage or part thereof upon the earlier to occur of (a)

payment of the final installment of Payments-in-Lieu-of-Taxes pursuant to Section 6.1 hereof or (b) exercise by the Company of its option to terminate pursuant to Section 11.1 hereof.

## ARTICLE VII

### PROPERTY TAX EXEMPTION AND ABATEMENT

**SECTION 7.1. *Protection of Tax Exempt Status of the Project.*** In order to insure that the Project is not and will not become subject to ad valorem property taxes under the laws of the State or any political subdivision thereof, the Parties covenant that:

(a) to the extent allowed by law, all rights and privileges granted to either Party under this Fee Agreement or any other Documents shall be exercised so that if any conflict between this Section and any other provision in any document shall arise, then in that case, this Section shall control; and

(b) the Parties have not knowingly committed or permitted and will not knowingly commit or permit (as to any act over which either Party has control) any act which would cause the Project to be subject to ad valorem property taxes by the County or political subdivision of the State in which any part of the Project is located; provided, however, that the Company may terminate this Fee Agreement as provided in Section 11.1.

**SECTION 7.2. *Rescission and Reversion in the Event of Termination.*** In the event it shall be determined by a court of competent jurisdiction that the Project or any portion thereof is subject to State, County, or other local property taxes, then, at the option of the Company, the provisions of Section 12.3 hereof shall apply, either to the Project as a whole or to such portion thereof as the Company may elect.

## ARTICLE VIII

### EFFECTIVE DATE

**SECTION 8.1. *Effective Date.*** This Fee Agreement shall become effective as of the date first written above.

## ARTICLE IX

### SPECIAL COVENANTS

**SECTION 9.1. *Confidentiality/Limitation on Access to Project.*** The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets and techniques and that any disclosure of any information relating to such processes and materials, services, equipment, trade secrets or techniques, including but not limited to disclosures of financial, sales or other information concerning the Company's operations could result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, subject to the provisions of Section 12.8 hereof,

except as required by law, and except as operating for other purposes in its taxing or sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other industrial facility in the County), neither the County nor any employee, agent or contractor of the County (i) shall request or be entitled to receive any such confidential or proprietary information or (ii) shall request or be entitled to inspect the Project or any property associated therewith. Notwithstanding the expectation that the County shall not receive any confidential or proprietary information, if the County should nevertheless receive any such information, neither the County nor any employee, agent, or contractor of the County shall knowingly disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections. In the event that the County is required to disclose any confidential or proprietary information obtained from the Company to any third party, the County agrees to provide the Company with reasonable advance notice of such requirement before making such disclosure.

#### **SECTION 9.2. *Indemnification Covenants***

(a) The Company shall indemnify and hold the County and its County Council members, officers, agents and employees harmless from all pecuniary liability based upon those reasons set forth in subsection (b) below. Such indemnification obligation shall survive any termination of this Fee Agreement.

(b) Notwithstanding the fact that it is the intention of the Parties that neither the County nor any of its County Council members, officers, agents and employees shall incur any pecuniary liability to any third party (i) by reason of the terms of this Fee Agreement or the undertakings of the County required hereunder, (ii) by reason of the performance of any act in connection with the entering into and performance of the transactions described in the Documents, (iii) by reason of the County having entered into this Fee Agreement, or (iv) by reason of the condition or operation of the Project, including claims, liabilities or losses arising in connection with the violation of any statutes or regulations, if the County or any of its County Council members, officers, agents or employees should incur any such pecuniary liability, then, in that event the Company shall indemnify and hold harmless the County and its County Council members, officers, agents and employees against all pecuniary claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim.

(c) Notwithstanding the foregoing, the Company shall not be obligated to indemnify the County or any of its individual members, officers, agents and employees for expenses, claims, losses or damages arising from the intentional or willful misconduct or gross negligence of the County or any of its individual officers, agents or employees.

**SECTION 9.3. *Assignment and Leasing.*** With the County’s consent, approval or ratification, which shall not be unreasonably withheld, any of the Company’s interest in Project property or this Fee Agreement may be transferred or assigned by the Company, or any assignee of the foregoing, to any other entity in accordance with the Act; provided, however, that such consent, approval or ratification is not required in connection with financing-related transfers or any other transfers not requiring the consent of the County under the Act. The County hereby expressly consents to and approves in advance any transfer or assignment by the Company to any Company Affiliates of any interest in Project property or this Fee Agreement. Any equity or ownership interest in the Company may be sold, disposed, reorganized or otherwise transferred, without the consent of, or the requirement of any notice to, the County. The County agrees that the County Council may provide any required consent, approval or subsequent ratification to any transfer or assignment by a resolution of County Council or by a letter or other writing executed by the County Administrator. If the Company complies with the Act, and except as otherwise required by the Act, a transaction or an event of sale, assignment, leasing, transfer of an interest herein, or disposal or replacement of all or part of the Project shall not constitute or result in a termination of this Fee Agreement in whole or in part or serve as a basis for changing the fee payments due under Section 12-44-50 of the Act.

## **ARTICLE X**

### **EVENT OF DEFAULT AND REMEDIES**

**SECTION 10.1. *Events of Default Defined.*** The occurrence of any one or more of the following events shall be an “Event of Default” under this Fee Agreement:

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

(b) If the Company shall fail to observe or perform any covenant, condition or agreement required herein to be observed or performed by the Company or the County (other than as referred to in subsection (a) above), and such failure shall continue for a period of 30 days after written notice of default has been given to the Company by the County or such additional time as may be necessary under the particular circumstances so long as the Company commences to cure such default within such 30-day period and thereafter diligently pursues such cure to completion; and further provided that if by reason of “force majeure” as hereinafter defined the Company is unable in whole or in part to carry out any such covenant, condition or agreement or if it takes longer than 30 days to cure such default and the Company is diligently attempting to cure such default, there shall be no Event of Default during such period of inability. The term “force majeure” as used herein shall mean circumstances not reasonably within the control of the Parties, such as without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies or of terrorists; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy;

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

(d) A cessation of operations at the Company's and TRC Propco's facility in the County which includes a closure of the facility or the cessation of production and shipment of products to customers for a continuous period of 12 months.

**SECTION 10.2. Remedies on Default by the Company.** Whenever any Event of Default shall have happened and be subsisting the County may take whatever action at law or in equity may appear legally required or necessary or desirable to collect any payments then due or to enforce performance and observance of any obligation, agreement or covenant of the Company under the Documents. As set forth in Section 11.1 hereof, the Company may terminate this Fee Agreement at any time upon providing 30 days' notice to the County without regard to any Event of Default. Although the Parties acknowledge that the Project is exempt from ad valorem property taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise the remedies provided by general law (Title 12, Chapter 49, Code of Laws of South Carolina, 1976, as amended) and the Act relating to the enforced collection of taxes.

**SECTION 10.3. Remedies on Default by the County.** In the event of a breach by the County of any provision contained in this Fee Agreement, the Company may take whatever action at law or in equity may appear legally required, necessary or desirable to enforce the performance and observance of any obligation, agreement or covenant of the County under the Documents.

**SECTION 10.4. No Remedy Exclusive.** No remedy herein conferred upon or reserved to either Party is intended to be exclusive of any other available remedy or remedies, but in each and every instance such remedy shall be cumulative and shall be in addition to every other remedy given under the Documents or now or hereafter existing at law or in equity or by statute. Unless otherwise provided herein or in the other Documents, no delay or omission to exercise any right or power shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**SECTION 10.5. No Additional Waiver Implied by One Waiver.** In the event any warranty, covenant or agreement contained in this Fee Agreement should be breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

## ARTICLE XI

### COMPANY OPTION TO TERMINATE

**SECTION 11.1. Company Option to Terminate.** From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time

upon at least 30 days' notice to the County, the Company may terminate this Fee Agreement with respect to the entire Project or any portion thereof. Upon termination of all or part of this Fee Agreement, the Company will become liable prospectively but not retroactively (except as set forth in Section 6.1(e) hereof for ad valorem property taxes on the Project or such portion thereof as is so terminated from inclusion in the Project, as well as for any amounts already due and owing under this Fee Agreement, which latter amounts, if any, shall be paid to the County with the next installment of Payments-in-Lieu-of-Taxes pursuant to Section 6.1(c), or, if the termination is of the entire Project, then within 120 days of termination.

## ARTICLE XII

### MISCELLANEOUS

**SECTION 12.1. Notices.** All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by certified mail, return receipt requested, to the following addresses, unless the Parties are subsequently notified of any change of address in accordance with this Section:

If to the Company:

The Ritedose Corporation  
Carolina Research Park  
1 Technology Circle  
Columbia, SC 29203  
Attention: Wayne Richmond  
Vice President, Finance

With a copy to:

Nelson Mullins Riley & Scarborough LLP  
1320 Main Street  
17th Floor  
Columbia, SC 29201  
Attention: George B. Wolfe, Esq.

If to the County:

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

With a copy to:

Parker Poe Adams & Bernstein LLP  
1201 Main Street, Suite 1450  
Columbia, SC 29201  
Attention: Ray E. Jones, Esq.

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt and (2) overnight mail upon delivery.

**SECTION 12.2. *Binding Effect.*** This Fee Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

**SECTION 12.3. *Rescission and Severability.*** In the event that the Act or the Payments-in-Lieu-of-Taxes arrangement described in Section 6.1 hereof is determined to be invalid in its entirety by any court of competent jurisdiction, the Parties hereby agree that except as the final judicial decision may otherwise require, the Company shall be entitled to retain any benefits received under or pursuant to this Fee Agreement; otherwise, in the event any provision of the Act or this Fee Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Fee Agreement, unless that decision destroys the basis for the transaction, in which event the Parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company hereunder by either restructuring or reconstituting this Fee Agreement under any then applicable law, including but not limited to the Act, Chapter 29 of Title 4, and Chapter 12 of Title 4, Code of Laws of South Carolina 1976, as amended.

**SECTION 12.4. *Payments Due on Saturday, Sunday and Holidays.*** Whenever any payment to be made hereunder shall be stated to be due on a Saturday, a Sunday or a holiday, such payment shall be made on the next business day.

**SECTION 12.5. *Amendments, Changes and Modifications.*** Except as otherwise provided in this Fee Agreement, this Fee Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Parties. To the maximum extent allowed by law, any such County consent, and any other County consent, approval or ratification referred



to in the Act or this Fee Agreement may be provided by a resolution of County Council or by other form of consent, approval or ratification allowed by law.

**SECTION 12.6. *Execution of Counterparts.*** This Fee Agreement may be executed in several counterparts, each of which shall constitute an original instrument.

**SECTION 12.7. *Law Governing Construction of Agreement.*** The laws of the State shall govern the construction of this Fee Agreement.

**SECTION 12.8. *Filings.***

(a) The Company shall provide the County Auditor, the County Assessor, and the County Treasurer with a copy of all annual filings made by the Company to DOR pursuant to this Fee Agreement and the Act. Further, the Company shall cause a copy of this Fee Agreement to be filed with the County Auditor, the County Assessor, the County Treasurer and DOR within 30 days after the date of execution and delivery hereof.

(b) Notwithstanding any other provision of this Section, the Company may designate with respect to any filings delivered to the County segments thereof that the Company believes contain proprietary, confidential or trade secret matters. The County shall conform with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments, to the extent allowed by law.

**SECTION 12.9. *Headings.*** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

**SECTION 12.10. *Further Assurance.*** From time to time, the County agrees to execute and deliver to the Company such additional assurances and/or instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

**SECTION 12.11. *Administrative Fees.***

(a) The Company shall reimburse the County, in an amount not to exceed \$10,000, for reasonable expenses, including reasonable attorneys' fees, related to (i) the drafting, review, and negotiation of (A) this Fee Agreement, (B) another fee agreement of even date herewith effecting a conversion of a revised and restated July 20, 2009 Lease Agreement between TRC Propco and the County, (C) a new Fee Agreement of even date herewith between the Company, TRC Propco, and the County, and (D) any ordinances, deeds, bills of sale, or other documents related to any of such agreements or to the Project, and (ii) any related matters.

[Remainder of page intentionally left blank.]

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

RICHLAND COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chairman, Richland County Council

ATTEST:

\_\_\_\_\_  
Clerk of Richland County Council

THE RITEDOSE CORPORATION

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

**EXHIBIT A**  
**DESCRIPTION OF LAND**

Carolina Research Park  
1 Technology Circle  
Columbia, SC 29203

Tax Map No.: 17200-02-20 and 17200-02-25

## **EXHIBIT B**

### **DESCRIPTION OF SITES**

The initial site is the land identified on Exhibit A to this Fee Agreement.

On or about May 15, 2015 and each May 15 thereafter during the term of this Fee Agreement, the Company shall, in the event that it elects to add or relocate any site in the County during the calendar year ending the preceding December 31, provide a schedule or supplement reflecting such added or relocated site, which schedule or supplement shall become part of this Fee Agreement; provided, that such requirement that the Company provide such schedule or supplement may be satisfied by the Company's filing with DOR of a DOR Form PT-300 and Schedule S or such comparable form or schedule as DOR may provide in connection with projects subject to the Act.

~#4824-4528-9751 v.7-9/10/14~





## **EXHIBIT "A"**

All that certain piece, parcel, or tract of land situate, lying and being in the County of Richland, State of South Carolina, containing 10.39 acres and being set forth and shown as Tract A on a Boundary and Topographic Survey prepared for Holopack International by WK Dickson Engineers, Planners, Surveyors on June 12, 1995, recorded on June 14, 1995 in Plat Book 55 at Page 8030, Richland County RMC Office. Reference to said plat is craved for a fuller description, with all measurements being a little more or less.

ALSO:

All that certain piece, parcel or lot of land situate, lying and being in the County of Richland, State of South Carolina, containing .69 acres and being set forth and shown as Tract B on a Boundary and Topographic Survey prepared for Holopack International by WK Dickson Engineers, Planners, Surveyors on June 12, 1995, recorded on June 14, 1995 in Plat Book 55 at Page 8030, Richland County RMC Office. Reference to said plat is craved for a fuller description, with all measurements being a little more or less.

TMS No.: 17200-02-20

This being the same property as that conveyed to Grantor from Holopack International, L.P. by instrument dated December 1, 1996 and recorded December 20, 1996 in Deed Book D1355, Page 336, Richland County Register of Deeds.

TOGETHER with the property described on Exhibit B hereto.

## **EXHIBIT “B”**

All the buildings, improvements and other structures or fixtures to the land described on Exhibit A, including appurtenances and other tangible property deemed to be real property and not effectively transferred by the Bill of Sale dated as of the date hereof, attached hereto as Exhibit C and incorporated herein by reference, acquired by Richland County, South Carolina for use in connection with the Project.



**EXHIBIT "C"**

STATE OF SOUTH CAROLINA        )  
  )  
COUNTY OF RICHLAND            )        BILL OF SALE

FOR AND IN CONSIDERATION of the payment of the sum of \$1.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, paid to Richland County, South Carolina, a body politic, corporate and a political subdivision of the State of South Carolina (hereinafter the "County") by The Ritedose Corporation (the "Buyer"), the County does hereby bargain, sell, assign, transfer, convey and set over unto Buyer, its successors and assigns, all of the County's title interest in the personal property listed on Exhibit A, attached hereto and incorporated by reference (hereinafter collectively referred to as the "Personal Property").

TO HAVE AND TO HOLD the Personal Property to Buyer, its successors and assigns in fee simple.

It is the express intention that the County is hereby quit-claiming title to the Property, makes no representation or warranty that it is the true and lawful owner of all or any portion of the Property. The County, by this Bill of Sale, however, represents and warrants that it is passing to the Buyer whatever title to the Property, or portion thereof, that the County received from Buyer.

IN WITNESS WHEREOF, Richland County, South Carolina has executed these presents as of this \_\_\_\_ day of \_\_\_\_\_, 2014.

RICHLAND COUNTY, SOUTH CAROLINA

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A  
TO BILL OF SALE**

All machinery, apparatus, equipment, office facilities and furnishings (the "Equipment") installed or otherwise located in the Buildings described on Exhibit B to the Lease Agreement dated as of December 1, 1996 (the "Lease") between Richland County, South Carolina (the "County") as the Lessor and Holopack International, L.P. (the "Company") as the Lessee, as the Lease was amended, restated and bifurcated pursuant to (i) a Revised and Restated March 14, 2007 FILOT Lease Agreement between the County and Holopack International Corp. relating to certain personal property and (ii) a separate Revised and Restated March 14, 2007 FILOT Lease Agreement between the County and Holo (SC) QRS 16-91, Inc., an affiliate of Holopack International Corp., relating to certain real property, and a subsequent Revised and Restated July 20, 2009 FILOT Lease Agreement between the County and TRC Propco, Inc., an affiliate of The Ritedose Corporation, reflecting the assumption of all rights and obligations of Holo (SC) QRS 16-91, Inc. under the Revised and Restated March 14, 2007 FILOT Lease Agreement with the County, together with any machinery, equipment, fixtures, furnishings, furniture and other property not included in the Equipment which the County acquired or may have acquired from the Company or Buyer or any of the predecessors or successors of the Company or Buyer respectively pursuant to the foregoing and any other agreements between, among others, the County, the Company and the Buyer and any and all additions, accessions, replacements and substitutions thereto or therefor including any other tangible property not effectively conveyed by the Quit Claim Deed to Real Estate to which this Bill of Sale is an Exhibit (collectively, the "Property").

~#4851-3573-0714 v.8-9/10/14~

# Richland County Council Request of Action

## **Subject**

- a. Resolution in support of the issuance by the South Carolina Jobs-Economic Development Authority of its revenue bonds or notes (Bishop of Charleston) in one or more series and in one or more years, pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended, in the aggregate principal amount of not exceeding \$25,000,000 **[PAGES 139-141]**
  
- b. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a Credit Agreement to provide for Special Source Revenue credits to a company identified for the time being as Project Peak; and other related matters **[PAGE 142]**

## RESOLUTION

**IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS REVENUE BONDS OR NOTES (BISHOP OF CHARLESTON) IN ONE OR MORE SERIES AND IN ONE OR MORE YEARS, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$25,000,000.**

**WHEREAS**, the South Carolina Jobs-Economic Development Authority (the “*Authority*”) is authorized and empowered under and pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended (the “*Act*”), to utilize any of its program funds to establish loan programs for the purpose of reducing the cost of capital to business enterprises which meet the eligibility requirements of Section 41-43-150 of the Act and for other purposes described in Section 41-43-160 of the Act and thus provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State of South Carolina; and

**WHEREAS**, the Authority is further authorized by Section 41-43-110 of the Act to issue revenue bonds, payable by the Authority solely from a revenue producing source and secured by a pledge of said revenues, to defray the cost of a business enterprise as defined in the Act; and

**WHEREAS**, the Authority and Bishop of Charleston, a corporation sole and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “*Borrower*”), entered into an Inducement Agreement dated July 21, 2014 (the “*Inducement Agreement*”), pursuant to which and in order to implement the public purposes enumerated in the Act, and in furtherance thereof to comply with the undertakings of the Authority pursuant to the Inducement Agreement, the Authority proposes, subject to such approval of the State Budget and Control Board of South Carolina, Jasper County and Richland County, as may be required by law, to issue not exceeding \$25,000,000 aggregate principal amount of its revenue bonds or notes (Bishop of Charleston) in one or more series and in one or more years (the “*Bonds*”), under and pursuant to Section 41-43-110 of the Act. The proceeds of the Bonds will be used by the Borrower to (i) defray the costs of acquiring, constructing and equipping a new school campus for Cardinal Newman Catholic School located at 2921 Alpine Road in Columbia, South Carolina; (ii) defray the costs of acquiring, constructing and equipping certain school improvements, including a new gymnasium, for John Paul II Catholic School located at 4211 North Okatie Highway in Ridgeland, South Carolina; and (iii) pay costs of issuance and other expenses related to the Bonds (collectively, the “*Project*”); and

**WHEREAS**, the County Council of Richland County and the Authority have on this date jointly held a public hearing, duly noticed by publication in a newspaper having general circulation in Richland County, not less than 15 days prior to the date hereof, at which all interested persons have been given a reasonable opportunity to express their views;

**NOW, THEREFORE, BE IT RESOLVED** by the County Council of Richland County, South Carolina, as follows:

**SECTION 1.** It is hereby found, determined and declared that (a) the Project will subserve the purposes of the Act, (b) the Project is anticipated to benefit the general public welfare of Richland County by providing services, employment, recreation or other public benefits not otherwise provided locally, (c) the Project will give rise to no pecuniary liability of Richland County or a charge against its general credit or taxing power, (d) the amount of bonds required to finance the Project is not exceeding \$25,000,000; and (e) the documents to be delivered by the Borrower and the Authority with respect to the Bonds will provide, among other things, (i) for the amount necessary in each year to pay the principal of and interest on the

Bonds, (ii) whether reserve funds of any nature will be established with respect to the retirement of the Bonds and the maintenance of the Project (and, if any such reserve funds are to be so established, the amount necessary to be paid each year into such funds), and (iii) that the Borrower shall maintain the Project and carry all proper insurance with respect thereto.

**SECTION 2.** The County Council of Richland County supports the Authority in its determination to issue the Bonds to defray the costs related to the Project.

**SECTION 3.** All orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this resolution shall take effect and be in full force from and after its adoption.

Adopted this 16<sup>th</sup> day of September, 2014.

**RICHLAND COUNTY, SOUTH CAROLINA**

(SEAL)

\_\_\_\_\_  
Chairman of County Council

ATTEST:

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

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

AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN REAL PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF A CREDIT AGREEMENT TO PROVIDE FOR SPECIAL SOURCE REVENUE CREDITS TO A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT PEAK; AND OTHER RELATED MATTERS.

# Richland County Council Request of Action

**Subject**

Airport Commission-1; there is currently one vacancy on the Commission [**PAGE 143**]

Robert C. Pulliam, September 18, 2016 (Resigned)

# Richland County Council Request of Action

## **Subject**

### **REPORT OF THE RICHLAND COUNTY OFFICE OF SMALL BUSINESS OPPORTUNITY AD HOC COMMITTEE: [PAGES 144-150]**

- a. Mission Statement
- b. Establishment of Divisions
  - 1. SLBE Division
  - 2. Business Development Division
  - 3. Future Division(s) [DBE, MWBDE, etc.]
- c. Technical Assistance Program
  - 1. Mentor Protege Program
  - 2. Access to Financial Capital Program





**Office of Small Business Opportunity  
Small Local Business Enterprises (SLBE) Division  
2020 Hampton Street, Suite 3064  
Columbia, SC 29204  
(803) 576-2130 – Office  
(803) 576-2045- TTY  
(803) 576-2135 – Fax**

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**OSBO Ad Hoc Committee Meeting – September 16, 2014  
Addendum to the Agenda**

**II. Mission Statement**

Discussion Point:

At the July 29, 2014 Special-Called meeting, Council deferred approval of the Mission to a future meeting. Some Council members indicated the statement was too long and should be made more succinct; therefore, staff revised it to make it more concise as provided below.

**Original Proposal:**

“The Office of Small Business Opportunity is an inclusive program committed to promoting Richland County small businesses in growing, building capacity and providing access to resources by offering opportunities for meaningful participation in projects and contracts through a diverse and supportive business environment.”

**Revised Proposal:**

“The Richland County Office of Small Business Opportunity is committed to promoting, growing, building capacity and providing resources to its small businesses through an inclusive, diverse and supportive business environment.”

*Action Item: Does the Committee recommend Council approve or further revise and adopt the revised Mission Statement for the OSBO?*

**III. Establishment of Divisions – ACTION**

Discussion Point:

Staff recommends the establishment of divisions for the department to include the SLBE and the Business Development divisions. Creating divisions allows staff to more effectively focus on specific tasks needed to manage the daily operations within each respective division, which have some similarities and distinctions.

Council previously approved the SLBE program to ensure local businesses had a reasonable and significant opportunity to compete for and participate in Transportation Penny Tax and countywide, non-federally funded contracts. The SLBE Division processes applications for certification, conducts contract administration, monitors and oversees compliance, evaluates proposals, identifies future contracting opportunities and recommends capable and available participants to submit bids for upcoming projects.

The Business Development division will provide capacity building opportunities and support the successful development and growth of small businesses ranging from startups to established businesses that want to take their firms to the next level (participants do not have to be certified SLBEs). This division will provide educational assistance (classes, workshops, seminars, networking opportunities, etc., see pp. 5-6) and technical assistance (Mentor-Protégé, Access to Financial Capital, and Bonding and Insurance) programs to all businesses in Richland County. Because this is a new division, staff requests approval of the recommendations outlined above regarding how the division should be composed.

Future divisions could include a DBE program, an MWDBE program, a Veteran's program or another type of targeted program. A race- or gender specific program could only be developed after the completion of a disparity study which is not projected to begin until at least FY16. The Committee may insert a placeholder in the Ordinance now or wait until any future divisions are established and address an insertion at that point in time if necessary.

If the creation of the divisions is approved, they will be included in the OSBO draft Ordinance which is also being provided to the OSBO Ad Hoc Committee for consideration at its September 16, 2014 meeting.

*Action Item: Does the Committee recommend approving the establishment of the SLBE, Business Development and other future divisions of the OSBO?*

#### **IV. Business Development Division**

Discussion Point:

As mentioned previously, the Business Development Division will support the development and growth of small businesses that either want to start a new business or that want to take their business to the next level. Participants can utilize a variety of business assistance resources and access a combination of development services which would be available to and accessible by small business participants. Some of these programs include:

##### **A. Various Business Development Services - ACTION**

Discussion Point:

A number of courses, seminars, workshops, and networking opportunities would be offered to assist participants to develop, grow, market and manage their businesses by providing assistance in identifying their strengths and maximizing the value of their services. Several of the courses to be offered are outlined on pages 5-6 of this Addendum.

*Action Item: Does the Committee recommend approving the development and implementation of various business development services?*

## **B. Mentor Protégé Program (MPP) - ACTION**

Discussion Point:

On July 22, 2014, this Committee directed staff to research Mentor Protégé programs and bring back a model to the September Committee meeting that would be suitable for the County to consider.

Mentor protégé programs are designed to encourage and motivate prime contractors to assist small businesses and enhance their capability and capacity to perform successfully on County contracts and subcontracts. Mentors provide various forms of individualized business development assistance to protégés. The goal of the program is to enhance the capability of participants to be competitive in the marketplace, achieve entrepreneurial success, contribute to the strength and vigor of the local economy and increase the overall number of small businesses receiving contract and subcontract awards resulting from such partnerships.

*Action Item: Does the Committee recommend approving the development and implementation of a Mentor-Protégé program?*

## **C. Access to Financial Capital Program - ACTION**

Discussion Point:

On July 22, 2014, the Committee directed staff to research Access to Financial Capital programs and bring back options to the September Committee meeting that would be suitable for the County to consider.

The availability of capital is crucial for small business startup, survival and growth and is a major constraint limiting the growth, expansion and wealth creation of small firms -- especially women- and minority-owned businesses. The following options for the Committee to consider include:

- a. The County making recommendations to participants that can work with financial institutions that provide loans to small business owners;
- b. Offering referrals and access to other financial resources (such as associations and agencies) to provide assistance to small business owners;

- c. Make recommendations to participants to financial institutions that provide unconventional financing sources for firms considered at-risk or high risk.

*Action Item: Does the Committee recommend approving the development and implementation of an Access to Financial Capital program?*

**D. Bonding and Insurance Program – FOR INFORMATION ONLY**

On July 22, 2014, the Committee directed staff to research Bonding and Insurance programs and bring back several options to the September Committee meeting that would be suitable for the County to consider.

Update: Staff is currently working with internal departments to identify possible programs and will present this information to the Committee in October. The Program Development Team (PDT) will also introduce their Access to Bonding program for its SLBE participants.

## OSBO COURSES, WORKSHOPS AND SEMINARS

The OSBO will, independently and in collaboration with community partners, offer courses, training, educational, professional business advising, other specialized services and networking events designed to support business growth, foster local and regional economic development and assist business owners in developing strategies to increase their contracting and subcontracting opportunities.

Specific types of services that will be offered (but are not necessarily limited to) are listed below:

**Prequalification Orientations:** Prospective applicants attend an orientation to learn about the certification process, eligibility criteria, program requirements and procedures to guide business owners through the certification process. **This course is currently offered each week and has been since July 2014 and will continue weekly through October 2014. Subsequently, it may be offered biweekly or monthly.**

**Doing Business with Richland County:** Offered in collaboration with Procurement Office, Business Licenses and other departments to familiarize participants with the process of registering as a vendor, bidding on solicitations, successfully completing the terms of the contract, submitting invoices for payment and to learn about upcoming Transportation Penny Tax and non-federally funded Countywide projects and services. **The OSBO is currently in the planning process of holding its first DBWRC Seminar later this year or early next year.**

**Cost Estimating & Bidding:** Participants learn how to use cost-estimating tools and techniques to accurately estimate the cost of completing projects, prepare bidding spreadsheets and access other resources to learn how best to prepare bids for future work contracts.

**Project Management:** Some of the main concepts of project management will be explored, including what project management is, what a project manager does, how to manage tasks and to-do lists, resources and software applications for project management, and how it all fit together.

**Financial Statements:** Participants learn to read, understand and use financial statements to make sound business decisions and produce measureable financial results. create an accurate operating budget that helps one's company achieve its goals build more powerful and more accurate forecasting models to better analyze financial data, predict revenues and costs, assess risks—and justify critical business decisions.

**Cash Flow Management:** Attendees learn how to determine how much cash is needed to run one's business and how to efficiently and effectively manage the activities that provide cash in order to generate cash. Some of the related activities include billing customers as quickly as possible, disbursing payments when they come due, collecting cash on overdue accounts, and investing idle cash.

**Referrals to Bank Loans, Loan Funds and Guarantee Programs:** Identify financial institutions (traditional, credit unions, community banks) that have a history of providing capital to small businesses. Staff will also identify organizations that work with businesses that may be considered at an elevated or high risk.

**Starting a Business:** Work with community partners and guest speakers to provide a series of workshops and seminars related to the planning, key financial decisions and series of related activities necessary for participants to start a business.

# Richland County Council Request of Action

**Subject**

Evaluation Committee Short-List Report: Dirt Road Paving Program: RC-Q-2014-DRP [PAGES ]

# Richland County Council Request of Action

**Subject**

Evaluation Committee Short-List Report: On-Call Engineering Team Services: RC-Q-2014-OET [PAGES ]



# Richland County Council Request of Action

## **Subject**

- a. Resolution in support of Palmetto Health's "2014 Women at Heart Forum and Exhibition" [JACKSON]
- b. Council review why varying boards have varying terms and consider if terms be be consistent [DIXON & MANNING]
- c. Resolution declaring October as "National Community Planning Month"
- d. Move that developers must release or turnover control of the Homeowners Association and fees to the property owners when the subdivision reaches at least 70% buildout [JACKSON]
- e. Any bid from a Richland County business that is within a 10% difference should have the opportunity to alter their bid for the advertised contract [JACKSON]
- f. Explore impact fees and State law on areas of future development and how it relates to Richland County [JACKSON]
- g. To explore and develop a "Preservation Land Management Plan". This program will help protect rural family land against urban sprawl and development, preserve the unique cultural heritage of Lower Richland communities, sustain Lower Richland diverse ecosystem, increase land value and income through sustainable forestry and agro-forestry management, and engage under-represented groups in land use dialogue and in the value of land stewardship [WASHINGTON]

# Richland County Council Request of Action

**Subject**

Must Pertain to Items Not on the Agenda