

5. a. Personnel Matter

Open/Close Public Hearings

6. a. 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
- b. An Ordinance Amending the Fiscal Year 2013-2014 Township Capital Projects budget to add Nine Hundred Fifty Six Thousand Dollars
- c. 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
- d. 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

Approval Of Consent Items

7. 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]** **[PAGES 20-28]**
8. An Ordinance Amending the Fiscal Year 2013-2014 Township Capital Projects budget to add Nine Hundred Fifty Six Thousand Dollars **[THIRD READING]** **[PAGES 29-31]**
9. 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]** **[PAGES 32-41]**
10. 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 **[SECOND READING]** **[PAGES 42-133]**

Third Reading Items

11. 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 [**PAGES 134-136**]

Report Of Economic Development Committee

12. 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 [**FIRST READING BY TITLE ONLY**] [**PAGES 137-138**]

Report Of Rules And Appointments Committee

1. Notification Of Vacancies

13. Business Service Center Appeals Board-1; there is one expired term on this board for the position of CPA.

Samuel J. Boyd, Business, September 7, 2014

14. Central Midlands Council of Governments-2; there are two expiring terms on this council

Clarence W. Hill, Ph.D, September 6, 2014*

Moryah Jackson, September 6, 2014*

* Eligible for re-appointment

15. Historic Columbia Foundation-1; there will be one expired term on this foundation

Rena N. Grant, September 7, 2014*

* Eligible for re-appointment

2. Notification Of Appointments

16. Accommodations Tax Committee-2; there are two vacant positions on this committee, for lodging and hospitality; no applications have been received.

17. Board of Zoning Appeals-1; there is one vacancy on this board, one application was received after the deadline.

18. Building Codes Board of Appeals-3; there are three vacancies on this board; the positions are for one plumber, and two for persons from the fire industry; no applications have been received.

19. East Richland Public Service Commission-1; there is one vacancy on this commission; applications were received from the following: [**PAGES 145-149**]

Henry "Gary" Anderson, III

John H. Hudgens, Ph.D. *

*Eligible for re-appointment

20. Employee Grievance Committee-1; there is one vacancy on this committee; one application was received from the following: **[PAGES 150-152]**

Florence Chretien, Department of the Clerk of Court

21. Historic Columbia Foundation-1; there is one position on this board; one application was received from the following: **[PAGES 153-155]**

Dawn Mills Campbell

22. Library Board-6; there are six positions on this board; applications were received from the following: **[PAGES 156-175]**

Nate Barber*
Brenda Branic
Ed Garrison
Johnny Ray Noble, Ph.D.
Alethia Rearden*
Yolande Roach
Yvonne Stocker
Ida Thompson, Ph.D.*

* Eligible for re-appointment

23. Procurement Review Panel-2; there are two vacancies on this panel; the positions are for Professional and Service Industries applicants. One application was received from the following: **[PAGES 176-181]**

Willa Martin Bailey

24. Township Auditorium Board-1; there is one vacancy on this board; applications were received from the following: **[PAGES 182-189]**

Ronald Friday
Megan Pinckney
Antjuan Seawright

Other Items

25. **REPORT OF THE RICHLAND COUNTY OFFICE OF SMALL BUSINESS OPPORTUNITY AD HOC COMMITTEE: [PAGE 190]**

a. Mission Statement: “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.”

26. 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 [PAGES 191-192]

Citizen's Input

27. Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

28. 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 for a new Olympia Fire Station [ROSE]
- 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]
- c. Move to fund "Famously Hot" New Year's Celebration at \$50,000 [DIXON]
- d. Green Apple Day of Service Resolution [DICKERSON]
- e. Move to direct staff to review microphone mute options for Council Chambers [WASHINGTON]
- f. Resolution Honoring Carolyn Cliett [JACKSON]
- g. Diversity Tech Resolution [JACKSON]
- 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]
- i. Resolution for Richland County Soil and Water Chairman John Green [ROSE]
- j. Remove the requirements placing a lien on property if owners do not pay sewer bill [JACKSON]

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

Special Called Meeting: July 29, 2014 [**PAGES 7-14**]



**MINUTES OF
RICHLAND COUNTY COUNCIL
SPECIAL CALLED
JULY 29, 2014
6:00 PM**

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

MEMBERS PRESENT:

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

OTHERS PRESENT – Tony McDonald, Roxanne Ancheta, Beverly Harris, Justine Jones, , Monique McDaniels, Amelia Linder, Nancy Stone-Collum, Laura Saylor, Larry Smith, Rob Perry, Chris Gossett, Daniel Driggers, Geo Price, Andy Metts, Michael Byrd, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 6:02 p.m.

INVOCATION

The Invocation was given by the Honorable Greg Pearce

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Greg Pearce

PRESENTATION OF PROCLAMATION

National Aviation Week Proclamation – Mr. Pearce presented Mr. Eversmann with a proclamation in honor of National Aviation Week.

APPROVAL OF MINUTES

Regular Session: July 15, 2014 – Ms. Dixon moved, seconded by Ms. Dickerson, to approve the minutes as distributed. The vote in favor was unanimous.

Zoning Public Hearing: July 22, 2014 – Ms. Dixon moved, seconded by Ms. Dickerson, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF THE AGENDA

Ms. Dickerson moved, seconded by Mr. Rose, to adopt the agenda as published. The vote in favor was unanimous.

REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS

No report was given.

CITIZENS INPUT

No one signed up to speak.

REPORT OF THE COUNTY ADMINISTRATOR

No report was given.

REPORT OF THE CLERK OF COUNCIL

No report was given.

REPORT OF THE CHAIR

National Night Out – Mr. Jackson stated that National Night Out will be observed August 5th.

PUBLIC HEARINGS

- **An Ordinance Authorizing the issuance and sale of not to exceed \$35,000,000 General Obligation Bonds, Series 2014B, or such other appropriate series designation of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto** – No one signed up to speak.

- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 21, Roads, Highways and Bridges; Section 21-20, Road Paving Program; so as to add the Transportation Director and amend other language therein – No one signed up to speak.**
- **An Ordinance Approving a Budget for and the distribution of the revenues from the one percent (1%) sales and use tax for Transportation Projects for Fiscal Year 2014-2015 and other matters related thereto – No one signed up to speak.**

THIRD READING ITEMS

An Ordinance Approving a Budget for and the distribution of the revenues from the one percent (1%) sales and use tax for Transportation Projects for Fiscal Year 2014-2015 and other matters related thereto – Mr. Livingston moved, seconded by Ms. Dixon, to approve this item. The vote in favor was unanimous.

Ms. Dixon moved, seconded by Ms. Dickerson, to reconsider this item. The motion for reconsideration failed.

An Ordinance Amending the Richland County Code of Ordinances, Chapter 21, Roads, Highways and Bridges; Section 21-20, Road Paving Program; so as to add the Transportation Director and amend other language therein – Ms. Dixon moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

Ms. Dixon moved, seconded by Ms. Dickerson, to reconsider this item. The motion for reconsideration failed.

An Ordinance Authorizing the issuance and sale of not to exceed \$35,000,000 General Obligation Bonds, Series 2014B, or such other appropriate series designation of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto – Ms. Dixon moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

Ms. Dixon moved, seconded by Ms. Dickerson, to reconsider this item. The motion for reconsideration failed.

SECOND READING

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 Ms. Dickerson, to approve this item. The vote was in favor.

REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE

Fund Richland County Recreation Commission to Provide Transportation for 3 Facilities

– Mr. Rush moved, seconded by Ms. Dixon, to forward this item to the Commission on Aging Ad Hoc Committee. The vote in favor was unanimous.

REPORT OF ADMINISTRATION AND FINANCE COMMITTEE

Emergency Services Department—Ladder Truck Purchase – Ms. Dickerson moved, seconded by Ms. Dixon, to approve this item. The vote in favor was unanimous.

Mr. Pearce moved, seconded by Mr. Malinowski, to reconsider this item. The motion for reconsideration failed.

Revision to the Public Defender Retention and Compensation Plan – Mr. Pearce moved, seconded by Mr. Livingston, to approve this item. The vote was in favor.

Mr. Pearce moved, seconded by Ms. Dixon, to reconsider this item. The motion failed.

Authorize One Additional Attorney Position—Kershaw County – Mr. Malinowski moved, seconded by Mr. Pearce, to approve this item. The vote in favor was unanimous.

Mr. Pearce moved, seconded by Ms. Dixon, to reconsider this item. The motion for reconsideration failed.

RC Conservation Commission Financial Contribution for the Acquisition of a Historic Property – Mr. Pearce moved, seconded by Mr. Malinowski, to approve this item. A discussion took place.

Mr. Malinowski made a substitute motion, seconded by Ms. Dixon, to delete the following language: “This agreement shall remain in full force and effect for ten (10) years from the date of purchase of the Property. At the expiration of the ten (10) year period, the requirements in Paragraph 4...shall no longer be in effect and OCEF shall not be required to repay any of the funds provided herein.” A discussion took place.

Ms. Dixon made a second substitute motion, seconded by Mr. Malinowski, to approve the following language: “This agreement shall remain in full force and effect for fifteen (15) years...”

The second substitute motion failed.

The substitute motion failed.

The vote was in favor of the original motion.

Mr. Pearce moved, seconded by Ms. Dixon, to reconsider this item. The motion for reconsideration failed.

Charleston County—SLBE Division Intergovernmental Agreement – Mr. Livingston moved, seconded by Ms. Dixon, to approve this item. The vote in favor was unanimous.

Mr. Pearce moved, seconded by Ms. Dixon, to reconsider this item. The motion for reconsideration failed.

REPORT OF RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF APPOINTMENTS

a. Central Midlands Council of Governments—1 – Mr. Malinowski stated that the committee recommended appointing Mr. Alfred Comfort, III. The vote in favor was unanimous.

Mr. Malinowski moved, seconded by Mr. Rose, to reconsider this item. The motion for reconsideration failed.

OTHER ITEMS

REPORT OF THE OFFICE OF SMALL BUSINESS OPPORTUNITY AD HOC COMMITTEE

a. Purpose – Ms. Dickerson stated that the committee recommended approving the following purpose: “The Office of Small Business Opportunity supports the successful development and growth of for-profit small businesses using a combination of development programs, organizational training and strategies for advancement. Participants will have access to a number of internal and external networks that can provide additional support, development tools and contracting opportunities to current and aspiring business owners desiring to start, expand and succeed in business.” The vote was in favor.

b. Mission – Ms. Dickerson stated that the committee recommended approving the following mission: “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.”

Mr. Livingston moved, seconded by Mr. Malinowski, to defer the mission statement until the September 9th Council meeting. The vote in favor was unanimous.

c. Service Coverage Area – Ms. Dickerson stated that the committee recommended approving Richland County as the service coverage area. The vote in favor was unanimous.

- d. **Department Names** – Ms. Dickerson stated that the committee recommended approving the following department name: “Richland County Office of Small Business Opportunity”. The vote was in favor.

REPORT OF THE COMMISSION ON AGING AD HOC COMMITTEE

- a. **Overview of the Mission of the Committee** – No action was taken.
- b. **Review requested information:** -- No action was taken.
1. **Matrix of all organizations that provide senior services in Richland County**
 2. **Current Service Impact Areas and the possibility of expansion**
 3. **Service Cost**
- c. **Summary of Senior Services and Programs Provided by Other Counties** – No action was taken.

REPORT OF THE HEALTH INSURANCE AD HOC COMMITTEE

- a. **Overview of the Mission of the Committee** – No action was taken.
- b. **Outline of Options Available to the County for the Provisions of Health Care Coverage to County Employees and Dependents** – No action was taken.
- c. **Possible Partnership with Palmetto Health** – No action was taken.

CITIZEN'S INPUT

No one signed up to speak.

ADJOURNMENT

The meeting adjourned at approximately 6:55 p.m.

Norman Jackson, Chair

Joyce Dickerson, Vice-Chair

Julie-Ann Dixon

Damon Jeter

Paul Livingston

Bill Malinowski

Jim Manning

Greg Pearce

Seth Rose

Torrey Rush

Kelvin E. Washington, Sr.

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

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

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. Public Information Office Award
- b. Employee Introduction: Procurement Director
- c. SCE&G LED Projects - Check Presentation

Richland County Council Request of Action

Subject

- a. Personnel Matter

Richland County Council Request of Action

Subject

- a. 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
- b. An Ordinance Amending the Fiscal Year 2013-2014 Township Capital Projects budget to add Nine Hundred Fifty Six Thousand Dollars
- c. 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
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Richland County Council Request of Action

Subject

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] [PAGES 20-28]**

Notes

First Reading: July 1, 2014

Second Reading: July 15, 2014

Third Reading: September 9, 2014 [Tentative]

Public Hearing: September 9, 2014 [Tentative]

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

AMENDMENT

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.

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

The Richland County Code of Ordinances, Chapter 2; Administration; Article X, Purchasing is hereby amended as follows:

Section 2-591 is added to read:

1. When Richland County (the "County") is engaged in a purchase involving only the expenditure of funds raised from the Penny Sales Tax Referendum passed November 6, 2012, the County Council may, upon a vote of the majority of its members, exempt any specific procurement which County Council determines is of great county wide significance, from the purchasing procedures of Article X, Division 2, Competitive Purchasing Policy, § 2-600 (Procurement of Professional Services) and 2-601 (Competitive Sealed Proposals). For purposes of this section, "determination" means County Council's majority vote that a specific procurement is of such great county wide significance that it is exempt from the provisions of §§ 2-600 or 2-601. For purposes of this section "Director of Procurement" means the Director of Procurement or any employee of the Richland County Department of Procurement designated by the Director of Procurement, in consultation with the County Administrator, to handle a solicitation under this section. Any solicitation so exempted as being of great county wide significance shall follow the procurement procedure set forth in this section. Any solicitation procured pursuant to this section is not subject to any other provision of Article X, Division 2, Competitive Purchasing Policy unless specifically stated to the contrary herein.

2. For a specific procurement involving professional services which would otherwise be subject to the provisions of § 2-600, requests for qualifications, for which County Council has made a determination, the procurement shall proceed as set forth below:

a. The Director of Procurement, in conjunction with any County employee(s) appointed by the County Administrator, shall be responsible for developing a request for qualifications and shall prepare a government project cost estimate for use in negotiations, which cost estimation shall remain confidential until after negotiation and award of a contract. A "request for qualification" is a written or published solicitation for submittals for the provision of professional services such as architectural, landscaping or engineering services, where the contract award is based upon the qualifications of the offeror for the specific project and cost is not an award criterion. The request for qualifications must contain, at a minimum, a description of the scope of the work being requested, the deadline for submission of information, how

prospective offerors may apply for consideration and must require information on prospective offerors qualifications, experience, and ability to perform the requirements of the contract.

b. The County Administrator shall establish a short-list evaluation committee (the "Committee") of three (3) or more individuals whom he determines to be qualified to make an informed recommendation to County Council as to offerors qualified to work on the proposed project.

c. The Director of Procurement, in conjunction with the County employee(s) appointed by the County Administrator, shall prepare a request for qualifications, which shall include evaluation criteria, developed by the Director of Procurement, in conjunction with any County employee(s) appointed by the County Administrator, as they determine appropriate for the specific project. There are no restrictions on the kind or number of evaluation factors that may be used, as long as they are stated in the request for qualifications and relate to the purpose of the procurement. The evaluation criteria shall be listed in the solicitation in relative order of importance, but the solicitation shall not publicly list the numerical weighting of each factor. The request for qualifications shall be submitted to County Council for its approval prior to publication.

d. The notice of the request for qualifications will be published in a newspaper of general circulation in the County and in the South Carolina Materials Management, South Carolina Business Opportunity publication, which notice shall include, but not be limited to, the project title, the general scope of work, a description of all professional services required for that project, the submission deadline, and how and to whom interested offerors may submit qualifications for consideration.

e. Offerors shall submit qualification information as required in the request for qualifications.

f. Qualification submittals shall be opened publicly in the presence of one (1) or more witnesses at the time and place designated in the request for qualifications. Only the names of the offering offerors shall be disclosed at the qualification submittal opening. Contents of the qualification submittals shall remain confidential and shall not be disclosed during the negotiation process. Qualification submittals shall be open for public inspection after contract award, except that proprietary or confidential information in any qualification submittal that is clearly marked "confidential" by the offering offeror shall not be disclosed except as provided in the request for qualifications and allowed by the South Carolina Freedom of Information Act, S.C. Code Ann. § 30-4-10 and S.C. Code Ann. § 11-35-410, "Public access to procurement information."

g. Prior to sending the qualifications submittals to the Committee, the Director of Procurement shall make an initial evaluation to determine whether the offeror is responsive and responsible, as such terms are defined in the County Ordinance, Chapter 2, Administration, Article X, Purchasing, Division 1, § 2-590. During its evaluation process, the Committee shall bring any issues regarding the responsiveness or responsibility of any offeror to the attention of the Director of Procurement. The Director of Procurement, in his sole discretion, shall have the right to waive any minor irregularities or informalities of a qualifications submittal from the material requirements of the request for qualifications. A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the request for qualifications having no effect or merely a trivial or negligible effect on total price, quality, quantity, or performance of the contract, and the correction or waiver of which would not be prejudicial to other offerors. The Director of Procurement shall either give the

offeror an opportunity to cure any deficiency resulting from a minor informality or irregularity in the request for qualifications or waive any such deficiency when it is to the advantage of the County. If the Director of Procurement determines to allow an offeror to cure the deficiency resulting from a minor informality or irregularity, the offeror shall have five (5) business days from the date the Director of Procurement notifies the offeror of any such deficiency to cure the deficiency. The Director of Procurement's notification and offeror's response to the notification shall be in writing. If the offeror fails to cure the deficiency within the five (5) day notification period, within the sole discretion of the Director of Procurement, the offeror will be rejected and the submittal will not be forwarded to the Committee. If the Director of Procurement determines to waive such deficiency, it shall be in writing. If a qualification submittal is incomplete with regards to the material requirements of the request for qualifications or the offeror is found to be non-responsive or non-responsible, the offeror will be rejected and the submittal will not be forwarded to the Committee.

h. The Committee may conduct discussions, in conjunction with the Director of Procurement, with each of the offerors submitting responses to the request for qualifications which responses appear eligible for contract award (based upon the evaluation factors) for the purpose of clarification to assure full understanding of and responsiveness to the requirements of the request for qualifications. Offerors shall be accorded fair and equal treatment with respect to clarification and any opportunity for discussion and revision of qualifications.

i. The Committee may conduct interviews with offerors submitting responses to the request for qualifications as it deems appropriate.

j. Based upon the evaluation criteria, the Committee shall select not more than **eight (8)** offerors, as directed by County Council in its determination, which, in the Committee's judgment, are the offerors whose qualification package, including the discussions and interviews, if any, are the most qualified offerors to be forwarded to County Council for consideration of award of the specific project. The Committee shall develop a written short-list report regarding the most qualified offerors, listing the offerors in alphabetical order. No non-responsive, non-responsible or non-qualified qualification submittals shall be included in the written short-listed report to County Council.

k. When the Committee has completed its written short-list report, the Director of Procurement shall forward the report and a copy of each of the short-listed offerors' qualification submittals to members of County Council.

l. Upon receipt of the Committee's written short-list report and the short-listed offerors' qualification submittals, County Council, in its sole discretion, may conduct interviews with each of the short-listed offerors to seek clarification regarding the offerors' qualification submittals or additional information from the offerors regarding their respective approach to the specific project.

m. When County Council determines, in its sole discretion, that it has sufficient information to make its award decision, County Council shall decide which of the offeror's or offerors' qualification submittal **or submittals, if County Council intends to select more than one offeror with whom to contract**, is or are in the best interests of the citizens of the county as a whole. County Council's award decision shall be by majority vote with the first offeror receiving a majority of votes being ranked number one. Once the first ranked offeror has been identified, County Council shall vote to identify the second ranked offeror by a majority vote. This process shall be repeated until all of the short-listed offerors have been ranked. In its sole discretion,

County Council may award the contract to a single offeror or to multiple offerors, not to exceed five (5) offerors, as is set forth in the request [for qualifications](#). When awarding to multiple offerors, the offerors to whom the contracts are awarded shall be determined by majority vote of County Council voting for up to five (5) offerors.

n. The Director of Procurement shall request a cost proposal from the top ranked offeror. Upon receipt of the cost proposal, in its sole discretion, County Council may direct the Director of Procurement to proceed in any of the manners indicated below, except in no case may confidential information derived from qualification submittals and negotiations submitted by competing offerors be disclosed:

i. when awarding to a single offeror, negotiate with the highest ranking offeror on price, on matters affecting the scope of the contract, so long as the changes are within the general scope of the request for proposals, or on both. If a satisfactory contract cannot be negotiated with the highest ranking offeror, negotiations may be conducted, in the sole discretion of County Council, with the second, and then the third, and so on, ranked offerors to the level of ranking determined by the County Council, in its sole discretion;

ii. when awarding a contract to multiple offerors, set the terms of the contract and give each of the offerors ranked in the top five an opportunity to agree to meet the terms of the contract;

iii. when awarding a contract to a single offeror ,during the negotiation process, as outlined in item (a) above, if the Director of Procurement is unsuccessful in the first round of negotiations, County Council may reopen negotiations with any offeror with whom the Director of Procurement had previously negotiated; or

iv. whether awarding to a single offeror or to multiple offerors, the Director of Procurement, as directed by County Council, may make changes within the general scope of the request for qualifications and may provide all of the short-listed offerors an opportunity to submit their best and final offers.

3. For a specific procurement involving professional services that would otherwise be subject to the provisions of Section 2-601, requests for proposals, for which County Council has made a determination, the procurement shall proceed as set forth below:

a. The Director of Procurement, in conjunction with any County employee(s) appointed by the County Administrator, shall prepare the request for proposals for the specific project. A "request for proposal" is a written or published solicitation for proposals to provide goods, services, or construction as described therein. Evaluation factors upon which the proposals will be evaluated by the Committee (hereinafter defined) for purposes of making a written report to County Council shall be stated in the request for proposals. Price may or may not be one of the evaluation factors but it shall not be the sole basis for evaluation and award of the contract. The pricing in proposals shall remain confidential until after negotiation and award of a contract except as provided in the request for proposals and allowed by the South Carolina Freedom of Information Act, S.C. Code Ann. § 30-4-10 and S.C. Code Ann. § 11-35-410, "Public access to procurement information." The request for proposals shall be submitted to County Council for its approval prior to publication.

b. The notice of the request for proposals will be published in a newspaper of general circulation in the County and in the South Carolina Materials Management, South Carolina Business Opportunity publication, which notice shall include, but not be limited to, the project title, the general scope of work, if applicable, a description of the goods, services, or construction to be provided for that project, the submission deadline, and how and to whom interested offerors may submit proposals.

c. Proposals shall be opened publicly in the presence of one (1) or more witnesses at the time and place designated in the request for proposals. Only the names of the offerors shall be disclosed at the proposal opening. Contents of the proposals shall not be disclosed during the negotiation process. Proposals shall be open for public inspection after contract award, except that proprietary or confidential information in any proposal that is clearly marked "confidential" by the offering vendor shall not be disclosed except as provided in the request for proposals and allowed by the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 and S.C. Code Ann. § 11-35-410, "Public access to procurement information."

d. The request for proposals shall list the evaluation factors including price, if it is an evaluation factor, in relative order of importance, but shall not publically list the numerical weighting of each factor. There are no restrictions on the kind or number of evaluation factors that may be used, as long as they are stated in the request for proposals and relate to the purpose of the procurement.

e. The County Administrator shall establish a short-list evaluation committee (the "Committee") of three (3) or more individuals whom he determines to be qualified to make an informed recommendation to County Council as to offerors qualified to work on the proposed project.

f. Prior to sending the proposals to the Committee, the Director of Procurement shall make an initial evaluation to determine whether the offeror is responsive and responsible, as each is defined in County Ordinance, Chapter 2, Administration, Article X, Purchasing, Division 1, § 2-590. During its evaluation process, the Committee shall bring any issues regarding the responsiveness or responsibility of any offeror to the attention of the Director of Procurement. The Director of Procurement, in his sole discretion, shall have the right to waive any minor irregularities or informalities of a proposal from the material requirements of the request for proposal. A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the request for proposals having no effect or merely a trivial or negligible effect on total price, quality, quantity, or performance of the contract, and the correction or waiver of which would not be prejudicial to other offerors. The Director of Procurement shall either give the offeror an opportunity to cure any deficiency resulting from a minor informality or irregularity in the request for proposals or waive any such deficiency when it is to the advantage of the County. If the Director of Procurement determines to allow an offeror to cure the deficiency resulting from a minor informality or irregularity, the offeror shall have five (5) business days from the date the Director of Procurement notifies the offeror of any such deficiency to cure the deficiency. The Director of Procurement's notification and offeror's response to the notification shall be in writing. If the offeror fails to cure the deficiency within the five (5) day notification period, within the sole discretion of the Director of Procurement, the offeror will be rejected and the submittal will not be forwarded to the Committee. If the Director of Procurement determines to waive such deficiency, it shall be in writing. If a proposal is incomplete with regards to the material requirements of the request for proposals or the offeror is found to be non-responsive or non-responsible, the offeror will be rejected, and the proposal will not be forwarded to the Committee.

g. The Committee may conduct discussions, in conjunction with the Director of Procurement, with each of the offerors submitting responses to the request for proposals, which response appears eligible for contract award (based upon the evaluation factors) for the purpose of clarification to assure full understanding of and responsiveness to the requirements of the request for proposals. Offerors shall be accorded fair and equal treatment with respect to clarification and any opportunity for discussion and revision of proposals.

h. The Committee may conduct interviews with offerors submitting responses to the request for proposals as it deems appropriate.

i. Based upon the evaluation criteria, the Committee shall select not more than eight (8) offerors, as directed by County Council in its determination, which, in the Committee's judgment, are the offerors whose proposals, including the discussions and interviews, if any, are most advantageous to the County. The Committee shall then develop a written short-list report regarding the offerors whose proposals are most advantageous to the County, listing the offerors in alphabetical order. No non-responsive, non-responsible, or non-qualified offeror shall be included in the written short-list report to County Council.

j. When the Committee has completed its written short-list report, the Director of Procurement shall forward the report and the short-listed offerors' proposals to members of County Council.

k. Upon receipt of the Committee's short-list report and the copies of the short-listed offerors' proposals, County Council, in its sole discretion, may conduct interviews with each of the short-listed offerors to seek clarification regarding the proposals or additional information from the offerors regarding their approaches to the specific project.

l. When County Council determines, in its sole discretion, that it has sufficient information to make its award decision, County Council shall decide which of the offeror's or offerors' qualification submittal or submittals, if County Council intends to select more than one offeror with whom to contract, is or are in the best interests of the citizens of the county as a whole. County Council's award decision shall be by majority vote with the first offeror receiving a majority of votes being ranked number one. Once the first ranked offeror has been identified, County Council shall vote to identify the second ranked offeror by a majority vote. This process shall be repeated until all of the short-listed offerors have been ranked. In its sole discretion, County Council may award the contract to a single offerors or to multiple offerors, not to exceed five offerors, as is set forth in the request for proposals. When awarding to multiple offerors, the offerors to whom the contracts are awarded shall be determined by majority vote of County Council voting for up to five (5) offerors.

m. Whether price was an evaluation factor or not, the County Council in its sole discretion may direct the Director of Procurement to proceed in any of the manners indicated below, except that in no case may confidential information derived from proposals and negotiations submitted by competing offerors be disclosed:

i. when awarding a contract to a single offeror, negotiate with the highest ranking offeror on price, on matters affecting the scope of the contract, so long as the changes are within the general scope of the request for proposals, or on both. If a satisfactory contract cannot be negotiated with the highest ranking offeror, negotiations may be conducted, in the sole discretion of County Council, with the second, and then the

third, and so on, ranked offerors to the level of ranking determined by the County Council in its sole discretion;

ii. when awarding a contract to a multiple offerors, set the terms of the contract and give each of the offerors ranked in the top five an opportunity to agree to meet the terms of the contract;

iii. when awarding a contract to a single offeror, during the negotiation process as outlined in item (a) above, if the Director of Procurement is unsuccessful in the first round of negotiations, County Council may direct the Director of Procurement to reopen negotiations with any offeror with whom it had previously negotiated; or

iv. whether awarding to a single offeror or to multiple offerors, the Director of Procurement, as directed by County Council, may make changes within the general scope of the request for proposals and may provide all of the short-listed offerors an opportunity to submit their best and final offers.

4. The County Council reserves the right to reject any solicitation, in whole or in part, issued pursuant to this section and may reject, in whole or in part, any or all qualifications or proposals submitted pursuant to this section.

5. Once the County Council makes a determination pursuant to section 1 of the section, offerors and anyone acting on behalf of offerors are prohibited from contacting, by any means of communication, any County elected official, County employee other than the Director of Procurement, or a consultant advising the County regarding the solicitation about the solicitation or any portion of the solicitation. If an offeror or anyone acting on behalf of the offeror contacts a County elected official, County employee or consultant advising the County on the solicitation, the County elected official, employee, or consultant shall immediately notify the Director of Procurement and the County Attorney regarding the name of the individual making the contact, the name of the offeror on whose behalf the contact was made and the nature of the contact. Any offeror who contacts a County elected official, a County employee other than the Director of Procurement, or a consultant advising the County on the solicitation regarding the solicitation will not be eligible for award of the contract and may be subject to suspension or debarment proceedings.

6. Any procurement conducted pursuant to the provisions of this section is exempt from all other requirements of Article X, Division 2, Competitive Purchasing Policy, including but not limited to, the protest provisions therein.

7. The provisions of the South Carolina Freedom of Information Act and Section 11-35-410 of the South Carolina Consolidated Procurement Code are applicable to any solicitation undertaken pursuant to this section.

8. 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.

Enacted this ____ day of _____, 2014.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Norman Jackson, Chair
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF

_____, 2014:

Interim Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2013-2014 Township Capital Projects budget to add Nine Hundred Fifty Six Thousand Dollars **[THIRD READING] [PAGES 29-31]**

Notes

First Reading: July 1, 2014

Second Reading: July 15, 2014

Third Reading: September 9, 2014 [Tentative]

Public Hearing: September 9, 2014 [Tentative]

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO.CP_01

AN ORDINANCE AMENDING THE FISCAL YEAR 2013-2014 TOWNSHIP
CAPITAL PROJECTS BUDGET TO ADD NINE HUNDRED FIFTY SIX
THOUSAND DOLLARS.

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. Approve the Appropriation of Nine Hundred Fifty Six Thousand Dollars. Therefore, the Fiscal Year 2013-2014 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2013 as amended:	\$	-0-
Appropriation of Capital Project unassigned fund balance:	\$	956,000
Total Township Capital Project Revenue as Amended:	\$	956,000

EXPENDITURES

Expenditures appropriated July 1, 2013 as amended:	\$	-0-
Appropriate funding for land purchase	\$	956,000
Total Township Capital Project Expenditures as Amended:	\$	956,000

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 enforced from and after _____, 2014.

RICHLAND COUNTY COUNCIL

BY: _____
Norman Jackson, Chair

ATTEST THIS THE _____ DAY

OF _____, 2014

Clerk of Council

RICHLANDCOUNTYATTORNEY'S OFFICE

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

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

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 **[SECOND READING] [PAGES 32-41]**

Notes

First Reading: July 15, 2014

Second Reading:

Third Reading:

Public Hearing:

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**

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:

<u>Total Jobs</u>	<u>Annual Credit</u>
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:

<u>Property Tax Year</u>	<u>Maximum Annual Credit</u>
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

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 **[SECOND READING] [PAGES 42-133]**

Notes

First Reading: July 1, 2014

Second Reading:

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, 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.

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 Project Aquarius, a Delaware corporation qualified to do business in the State (the “**Company**”), and Sponsor Affiliate 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 _____ (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, _____ entered into a _____ Inducement and Millage Rate Agreement and a _____ fee-in-lieu of taxes (“**FILOT**”) Lease Agreement (the “**FILOT Lease**”) with respect to certain real and personal property investments by _____, in the County (the “**Original Project**”) pursuant to which _____ 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 _____;

WHEREAS, through a series of name changes, reorganizations, assignments, amendments and restatements, (i) the Company assumed all of _____’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 _____ FILOT Lease Agreement with the County; and (ii) Sponsor Affiliate assumed all of _____’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 _____ 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 Inducement and Millage Rate Agreement and the 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 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,
PROJECT AQUARIUS AND SPONSOR AFFILIATE**

EXHIBIT B

**FORM OF
FEE AGREEMENT EFFECTING A CONVERSION OF THAT CERTAIN LEASE AGREEMENT
BETWEEN SPONSOR AFFILIATE AND RICHLAND COUNTY, SOUTH CAROLINA**

EXHIBIT C

**FORM OF
FEE AGREEMENT EFFECTING A CONVERSION OF THAT CERTAIN LEASE AGREEMENT
BETWEEN PROJECT AQUARIUS 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

DRAFT
9/2/14

FEE AGREEMENT

AMONG

RICHLAND COUNTY, SOUTH CAROLINA

AND

PROJECT AQUARIUS

AND

SPONSOR AFFILIATE

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; PROJECT AQUARIUS, a Delaware corporation qualified to do business in South Carolina (the “**Company**”); and SPONSOR AFFILIATE, 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 _____ (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 _____ Fee Agreement between the County and the Company (then known as _____), as revised and restated as of _____, and as amended as of _____ (the “**Company Fee Agreement**”), and (ii) the _____ Fee Agreement between the County and _____, which subsequently assigned its interest therein to the Sponsor Affiliate, as revised and restated as of _____, as amended as of _____, and as revised and restated as of _____ (the “**Sponsor Affiliate Fee Agreement**”) (collectively, the “**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 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 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 Project Aquarius, 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 _____.

“**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 Sponsor Affiliate, 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:

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:

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.]

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

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Chairman
Richland County Council

ATTEST:

Clerk to Council

PROJECT AQUARIUS

By: _____
Name: _____
Title: _____

SPONSOR AFFILIATE

By: _____
Name: _____
Title: _____

DESCRIPTION OF LAND

EXHIBIT B

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”), Project Aquarius (the “Company”) and Sponsor Affiliate (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:

$$[\text{Payment-in-Lieu-of-Taxes}] \times [\text{Annual Credit Percentage}] = [\text{Annual Credit}]$$

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__.

PROJECT AQUARIUS

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

EXHIBIT D

RICHLAND COUNTY COUNCIL REPORTING RESOLUTION

December 4, 2010 Richland County Council Resolution is attached.

~#4846-8587-5480 v.7~

DRAFT
9/2/14

FEE AGREEMENT
EFFECTING A CONVERSION OF THAT CERTAIN
LEASE AGREEMENT
DATED AS OF _____

BETWEEN

PROJECT AQUARIUS

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 **PROJECT AQUARIUS**, 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 _____ entered into a _____ Inducement and Millage Rate Agreement, as amended, and a _____ fee-in-lieu of taxes (“**FILOT**”) Lease Agreement (the “**FILOT Lease**”) with respect to certain real and personal property investments by _____, in the County (the “**Original Joint Project**”);

WHEREAS, pursuant to the FILOT Lease, the County agreed to provide certain reduced FILOT payments to _____ with respect to the Original Joint Project;

WHEREAS, pursuant to the FILOT Lease, _____ transferred title to the Original Joint Project to the County and leased the Original Joint Project back from the County;

WHEREAS, in, _____ assigned its rights and obligations under the FILOT Lease to _____;

WHEREAS, in, the FILOT Lease was amended, restated and bifurcated pursuant to (i) a Revised and Restated _____ FILOT Lease Agreement between the County and _____ relating to the Original Joint Project personal property and (ii) a separate Revised and Restated _____ FILOT Lease Agreement between the

County and _____ (“_____”), an affiliate of _____, relating to the Original Joint Project real property;

WHEREAS, in, (i) in connection with a change in equity ownership of Holopack International Corp., that company changed its name to Project Aquarius (the “**Company**”), and (ii) Sponsor Affiliate (“_____”), an affiliate of the Company, assumed all of the rights and obligations of _____ under the _____ Revised and Restated FILOT Lease Agreement with the County, which Lease Agreement was revised and restated as of _____ to reflect such assumption;

WHEREAS, in connection with a financing transaction involving the Company, Sponsor Affiliate 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 _____ 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 FILOT Lease Agreement between the County and the Company (the “**Original Company Project**”), and (iii) Sponsor Affiliate provided the Lenders with a leasehold mortgage and security agreement on all County-owned property subject to the Revised and Restated FILOT Lease Agreement between the County and Sponsor Affiliate;

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 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 _____ which was the last day of the year in which Project property was first placed in service.

“**Company**” means Project Aquarius, 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 _____ and the County dated _____, 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 _____, as revised and restated as of _____.

“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 _____ Lease between the County and _____ (and later, _____).

“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.

“Sponsor Affiliate” means Sponsor Affiliate, 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 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, (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 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 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:

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 _____ Lease Agreement between Sponsor Affiliate and the County, (C) a new Fee Agreement of even date herewith between the Company, Sponsor Affiliate, 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 PROJECT AQUARIUS, 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

PROJECT AQUARIUS

By: _____
Its: _____

EXHIBIT A
DESCRIPTION OF LAND

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.6~

DRAFT
9/2/14

FEE AGREEMENT
EFFECTING A CONVERSION OF THAT CERTAIN
LEASE AGREEMENT
DATED AS OF _____

BETWEEN

SPONSOR AFFILIATE

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 **SPONSOR AFFILIATE**, 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 _____ entered into a _____ Inducement and Millage Rate Agreement, as amended, and a _____ fee-in-lieu of taxes (“**FILOT**”) Lease Agreement (the “**FILOT Lease**”) with respect to certain real and personal property investments by _____, in the County (the “**Original Joint Project**”);

WHEREAS, pursuant to the FILOT Lease, the County agreed to provide certain reduced FILOT payments to _____ with respect to the Original Joint Project;

WHEREAS, pursuant to the FILOT Lease, _____ transferred title to the Original Joint Project to the County and leased the Original Joint Project back from the County;

WHEREAS, in, _____ assigned its rights and obligations under the FILOT Lease to _____;

WHEREAS, in, the FILOT Lease was amended, restated and bifurcated pursuant to (i) a Revised and Restated _____ FILOT Lease Agreement between the County and _____ relating to the Original Joint Project personal property and (ii) a separate Revised and Restated _____ FILOT Lease Agreement between the County and _____ (“_____”), an affiliate of _____, relating to the Original Joint Project real property;

WHEREAS, in, (i) in connection with a change in equity ownership of _____, that company changed its name to Project Aquarius (“**Project Aquarius**”), and (ii) the Company, an affiliate of Project Aquarius, assumed all of the rights and obligations of _____ under the _____ Revised and Restated FILOT Lease Agreement with the County, which Lease Agreement was revised and restated as of _____ to reflect such assumption;

WHEREAS, in connection with a financing transaction involving Project Aquarius, 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 FILOT Lease Agreements, (ii) Project Aquarius provided the Lenders with a leasehold mortgage and security agreement on all County-owned property subject to the Revised and Restated FILOT Lease Agreement between the County and Project Aquarius, 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 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 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 _____ which was the last day of the year in which Project property was first placed in service.

“Company” means, Sponsor Affiliate, 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 _____ and the County dated _____, 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 _____, as revised and restated as of _____.

“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 _____ Lease between the County and _____ (and later, _____).

“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.

“Project Aquarius” means Project Aquarius, 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 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, 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 Project Aquarius’ 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:

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 _____ Lease Agreement between Project Aquarius and the County, (C) a new Fee Agreement of even date herewith between the Company, Project Aquarius, 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 SPONSOR AFFILIATE, 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

SPONSOR AFFILIATE

By: _____
Its: _____

EXHIBIT A
DESCRIPTION OF LAND

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.5~

Richland County Council Request of Action

Subject

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 [**PAGES 134-136**]

Notes

First Reading: July 15, 2014

Second Reading: July 29, 2014

Third Reading: September 9, 2014 [Tentative]

Public Hearing: September 9, 2014 [Tentative]

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO.GF_01

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.

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. Council accepted the South Carolina Rural Infrastructure grant in the amount of \$350,000, and the allocation of \$60,000 to be used for engineering design and easement acquisition. That the amount of Sixty Thousand (\$60,000.00) be appropriated specifically for South Carolina Rural Infrastructure Grant Approval and Additional Funding for Project Engineering Design and Easement Acquisition. Therefore, the Fiscal Year 2014-2015 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2014 as amended:	\$ 154,012,309
Appropriation of General Fund unassigned fund balance:	\$ <u>60,000</u>
Total General Fund Revenue as Amended:	\$ 154,072,309

EXPENDITURES

Expenditures appropriated July 1, 2014 as amended:	\$ 154,012,309
Grant Match :	\$ <u>60,000</u>
Total General Fund Expenditures as Amended:	\$ 154,072,309

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 enforced from and after _____, 2014.

RICHLAND COUNTY COUNCIL

BY: _____
Norman Jackson, Chair

ATTEST THIS THE ____ DAY
OF _____, 2014

Clerk of Council

RICHLANDCOUNTYATTORNEY'S OFFICE

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

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

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 **[FIRST READING BY TITLE ONLY] [PAGES 137-138]**

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.

Richland County Council Request of Action

Subject

Business Service Center Appeals Board-1; there is one expired term on this board for the position of CPA.

Samuel J. Boyd, Business, September 7, 2014

Richland County Council Request of Action

Subject

Central Midlands Council of Governments-2; there are two expiring terms on this council

Clarence W. Hill, Ph.D, September 6, 2014*

Moryah Jackson, September 6, 2014*

* Eligible for re-appointment

Richland County Council Request of Action

Subject

Historic Columbia Foundation-1; there will be one expired term on this foundation

Rena N. Grant, September 7, 2014*

* Eligible for re-appointment

Richland County Council Request of Action

Subject

Accommodations Tax Committee-2; there are two vacant positions on this committee, for lodging and hospitality; no applications have been received.

Richland County Council Request of Action

Subject

Board of Zoning Appeals-1; there is one vacancy on this board, one application was received after the deadline.

Richland County Council Request of Action

Subject

Building Codes Board of Appeals-3; there are three vacancies on this board; the positions are for one plumber, and two for persons from the fire industry; no applications have been received.

Richland County Council Request of Action

Subject

East Richland Public Service Commission-1; there is one vacancy on this commission; applications were received from the following: **[PAGES 145-149]**

Henry "Gary" Anderson, III
John H. Hudgens, Ph.D. *

*Eligible for re-appointment



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: HENRY GARY ANDERSON III

Home Address: 100 TAVERN FARE Rd., Columbia, SC 29223

Telephone: (home) 803-603-6556 (work) SAME

Office Address: SAME

Email Address: GARYANDERSON2020@gmail.com

Educational Background: UN. of South Carolina - BS, Business Management

Professional Background: CONSTRUCTION CONTRACT Mgt., SAVANNA RIVER Site, S.C. AIR NATIONAL Guard

Male [checked] Female []

Age: 18-25 [] 26-50 [] Over 50 [checked]

Name of Committee in which interested: East Richland Public Service Commission

Reason for interest: I CARE about the County + Councilman Washington's suggestion.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

LEADER, ORGANIZED, Like to hear EVERYONES input. worked in Management Positions with: Coca-Cola, Pepsi-Cola, DuPont, Westinghouse, SC Air National Guard, AND OWNED A Real Estate company.

Presently serve on any County Committee, Board or Commission? NONE

Any other information you wish to give? Presently I sell security systems + DISH TV service, PART-TIME.

Recommended by Council Member(s):

Hours willing to commit each month:

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all

Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No ✓ [Signature]

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No ✓ [Signature]

If so, describe:

[Signature]
Applicant's Signature

7-14-14
Date

**Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received:	Received by:
Date Sent to Council:	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file

2

RECEIVED

2014 MAY 28 PM 4: 00

RICHLAND COUNTY
ADMINISTRATOR'S OFFICE



ORIGINAL

**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: John H. Hudgens

Home Address: 221 Beaver Dam Rd., Columbia, SC 29223

Telephone: (home) 803-736-3828 (work) N/A

Office Address: Retired

Email Address: jhudgens@sc.rr.com

Educational Background: Doctorate at USC, Masters at Clemson, BS at Newberry College

Professional Background: College president, public school superintendent, teacher and coach

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: East Richland County Public Service District Commission

Reason for interest: I am completing a term and would like to be reappointed to East Richland County Public Service District Commission to finish some major projects that are under way at this time.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

Please see my attached vita.

Presently serve on any County Committee, Board or Commission? ERCPSD Commission

Any other information you wish to give? See vita.

Recommended by Council Member(s): L. Gregory Pearce, Jr.

Hours willing to commit each month: As many as needed.

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

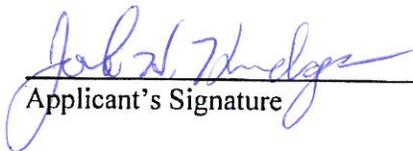
Yes _____ No X

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes X No _____

If so, describe: I live in the area served by East Richland County Public Service District, and therefore, my house at 221 Beaver Dam Road is served by the District.


Applicant's Signature

May 23, 2014
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

Richland County Council Request of Action

Subject

Employee Grievance Committee-1; there is one vacancy on this committee; one application was received from the following: **[PAGES 150-152]**

Florence Chretien, Department of the Clerk of Court



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Name: Florence Chretien

Home Address: 232 Cambridge Ln. Rd Columbia, SC 29223

Telephone: (home) 803-800-6776 (work) 803-576-1949

Office Address: 1701 Main St. Columbia, SC 29202

Email Address: chretienf@rcgov.us

Educational Background: Degree in Criminal Justice

Professional Background: RC Deputy Clerk of Records

Male Female- Age: 18-25 26-50 Over 50 -

Name of Committee in which interested: Grievance Committee

Reason for interest: _____

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

Worked as a Grievance Coordinator/Mediator for approximately 11 yrs.

Presently serve on any County Committee, Board or Commission? _____

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: _____

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all

Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No xxx _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No xx _____

If so, describe: _____


Applicant's Signature

4/26/14
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

Richland County Council Request of Action

Subject

Historic Columbia Foundation-1; there is one position on this board; one application was received from the following:
[PAGES 153-155]

Dawn Mills Campbell



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Dawn Mills Campbell

Home Address: 6441 Bluff Road, Hopkins, SC 29061

Telephone: (home) (803) 776-3187 (work) (803) 705-4383

Office Address: 1600 Harden Street Columbia, SC 29204

Email Address: dmillscampbell@gmail.com

Educational Background: BA - Journalism; Master of Professional Writing, ABD - Higher Education Administration

Professional Background: Certified paralegal; technical writer; Research Coordinator

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Historic Columbia

Reason for interest: I am very much interested in preserving some of the historical treasures in South Carolina and in educating the community about the value of these resources for this and future generations.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

Outgoing, media savvy, love research and teaching, excellent written and verbal communication skills.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? _____

Recommended by Council Member(s): Kelvin Washington

Hours willing to commit each month: Dependent upon the needs of the committee. I am flexible.

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____

If so, describe: _____

M. Campbell
Applicant's Signature

7-22-14
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/> On file	

Richland County Council Request of Action

Subject

Library Board-6; there are six positions on this board; applications were received from the following: **[PAGES 156-175]**

Nate Barber*
Brenda Branic
Ed Garrison
Johnny Ray Noble, Ph.D.
Alethia Rearden*
Yolande Roach
Yvonne Stocker
Ida Thompson, Ph.D.*

* Eligible for re-appointment



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: Nathaniel A Barber

Home Address: 401 Centeridge Dr Columbia 29229

Telephone: (home) 803-736-2728 (work) 803-765-4578

Office Address: 520 Gerrard St, Columbia 29201

Email Address: nate_barber@scbtonline.com

Educational Background: BS, USC 1978, MBA, Indiana 1983

Professional Background: CRA/Community Development, SCBT

Male

Female

Age: 18-25

26-50

Over 50

Name of Committee in which interested: Richland Library

Reason for interest: I am a big advocate of literacy, and the

opportunities it affords. Also I would like to complete work

of first term with library renovations and expansions
Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission:

My educational and professional background in banking and
higher education helped me to understand the issues facing Richland
Library. My experience will help make a second term more productive
Presently/serve on any County Committee, Board or Commission? Richland Library

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: Will do what is required to be
an effective board member

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No X

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X

If so, describe: _____

Andrew G. Barker
Applicant's Signature

May 13, 2014
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: Brenda B. Branich

Home Address: 509 Cold Branch Drive, Columbia, SC, 29223

Telephone: (home) 803 920-4285 (work) _____

Office Address: _____

EmailAddress: branichb@gmail.com

Educational Background: B.S. Psychology, MBA

Professional Background: Banking and Finance/Insurance/Customer Service

Male Female x Age: 18-25 26-50 Over 50 x

Name of Committee in which interested: Richland County Library Board of Directors

Reason for interest: Desire to serve my community and to work to enhance library services.

Your characteristics/qualifications, which would be an asset to Committee, Board or
Commission:

I have served o various boards of non-profit organizations and have an extensive customer
service management background.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: I am willing to work to task completion

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing

through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____ No _____

If so, describe: _____

Brian B. Swan
Applicant's Signature

07-21-2019
Date

**Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: EDWIN B. GARRISON
Home Address: 207 LAKE ASHLEY DRIVE BLYTHEWOOD, SC 29016
Telephone: (home) (803) 786-4979 (work) 803-354-4316
Office Address: 1711 GERVAIS ST. COLUMBIA, SC 29201
Email Address: Eburgard@aol.com
Educational Background: MEd - PSYCHOLOGY GEORGIA STATE UNIV.
Professional Background: RET. US ARMY OFFICER, COMMERCIAL REAL ESTATE DEVELOPER
 Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: RICHLAND LIBRARY BOARD OF TRUSTEES
Reason for interest: USER OF LIBRARY SERVICES, SUPPORTED LIBRARY EXPANSION AND WISH TO CONTRIBUTE TO LIBRARY GROWTH/USE.
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: PAST BOARD EXP.
PAST ELECTED OFFICIAL (TOWN COUNCIL - BLYTHEWOOD), CHAIRMAN BLYTHEWOOD PLANNING COMM., KNOWS THE COMMUNITY AND UNDERSTANDS GOVERNMENT PROCESS
Presently serve on any County Committee, Board or Commission? NO
Any other information you wish to give? LIVED IN BLYTHEWOOD - 32 YEARS COMMUNITY ORIENTED
Recommended by Council Member(s): Jim Manning, Greg Pearce
Hours willing to commit each month: 10-15 HRS / Ms. Dickerson

CONFLICT OF INTEREST POLICY

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Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

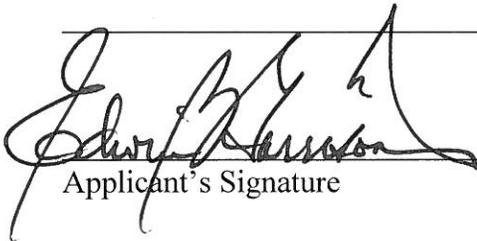
Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____

If so, describe: _____


Applicant's Signature

7/15/14
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
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Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

EDWIN B. GARRISON

207 Lake Ashley Drive
Blythewood, SC 29016
Email: Eburgar@aol.com
Email: Garrison@Lavitt.com

(803) 354-4316 (work)
(803) 786-4979 (home)
(803) 920-5934 (mobile)
(803) 354-4066 (fax)

QUALIFICATIONS

Over 43 years of professional experience in highly visible and responsible positions for both private and public sectors; experience in municipal government, commercial real estate, sales and marketing, project development and management, community planning and economic development.

EXPERIENCE

- Currently, Carolinas Regional Director, LRC Opportunity Fund, Ryebrook, New York, consulting for major investment group specializing in commercial property acquisition and development in the Southeast.
- Currently, Senior Commercial Broker and Developer, Coldwell Banker United - Commercial Division, Columbia, SC 29201, specializing in brokerage, land use and mixed-use commercial and development projects.
- Currently, Senior Managing Partner and President, Crescent Hills Sustainable Real Estate Services, LLC of Blythewood, SC. Firm specializes in the design and development of master planned, sustainable healthy lifestyle communities.
- Currently, Partner, Curtiss Wright Hangar Partners, LLC , Historical Restoration Project
- 2008 – Graduate, Municipal Association of South Carolina Executive Management Institute.
- 2008 - Elected to Town Council and Mayor Pro Tempore, Blythewood Town Council, Blythewood, South Carolina. Served for two terms (eight years).
- 2008 – Graduate of Inaugural Class for the Urban Land Institute’s (ULI) South Carolina Center for Leadership and Sustainability.
- 2007 – Completed requirements for accreditation to the National Association of Realtors, Realtor’s Land Institute (RLI) as a land consultant.
- 2004 – Graduate, Federal Bureau of Investigation (FBI) Citizens Training Academy.
- 2003 – Past Managing Principal, The Green Group, Columbia, SC. Firm develops mixed-use, sustainable and green commercial and residential projects, characterized by a unique blend of quality, style and environmental technologies. Target market is historic properties, urban centers and rural areas.
- 1997-2002 - Chairman, Planning and Zoning Commission, Town of Blythewood, SC. Provided key leadership for the planning, ordinance creation and development for future town growth in one of the fastest growing areas of South Carolina.
- 1990 – Senior Commercial Investment Broker, Commercial Services, CENTURY 21 Bob Capes Realtors, Columbia, SC. Negotiated leases and sales between commercial clients. Successes include: Increased Standard Federal Office Plaza leasing percentage from 35% to 100% in less than two years. Found locations for many Columbia restaurants. Identified and assisted the City of Columbia in the purchase of key land parcels for infill housing and redevelopment in the Congaree Vista area, in Columbia, SC. Provided key leadership in the development and creation of the Business Improvement District (BID) for the City of Columbia’s Main

Street. Consulted and assisted in writing master plan for Richland County's Vision 20/20 Plan for "smart growth".

- 1987-1989: Vice President and Regional Manager for Barton Protective Services of the Carolinas. Provided electronic and physical security for commercial and industrial clients in North and South Carolinas.
- 1986-1987: Vice President, Human Resources, Security Federal Bank, Columbia, SC Responsible for human resource management at 23 banking locations in South Carolina.
- 1984-1986: General Manager, AMPAC Management Services. Responsible for the development and marketing training and development services for private sector.
- 1963 – 1984: Officer, US Army, Fort Jackson, SC, Frankfurt, Germany, Fort Benning, GA and Baltimore, MD. Designed, developed and fielded the Bradley Infantry Fighting Vehicle and US Army's "How to Fight" Battlefield Doctrine Manuel. Unit Commander at all levels through battalion and installation. Extensive training and management experience; to including Officers' Club and Post Exchange activities. Held critical leadership roles in United States and German Customs Program to include agriculture, drug suppression, counter-terrorism activities and training of international drug agents for US Drug Enforcement Administration (DEA) and Department of State.

EDUCATION

- Bachelor of Arts (BA) in Psychology and Sociology with minor in Business Administration and Criminology, University of Tampa, Tampa, FL
- Master of Education (MEd) with Honors in Psychology and Counseling, Georgia State University, Atlanta, GA
- Elected to Who's Who in Colleges and Universities, University of Tampa
- President, Psi Chi; national honor society for psychology, University of Tampa, Tampa, FL
- Member, Omircon Delta Kappa; national honor society for leadership, University of Tampa, Tampa, Florida

MILITARY

- Graduate: US Army Command and General Staff College, Fort Leavenworth, KS
- Graduate: US Army Infantry School, US Army Airborne, Army Ranger School, Jungle Warfare and Reconnaissance Schools, Military Advisory Command Viet Nam - RECONDO School, , US Army Armor School, and US Army Intelligence School
- Combat Veteran with service in Republic of Viet Nam, Korea, and Germany
- US Army Infantry, Field Grade Officer, Retired
- German language qualified

ACHIEVEMENTS

- Graduate, Class Urban Land Institute for Leadership and Sustainability, Class of 2004
- Graduate, Leadership South Carolina, Class of 1999
- Graduate, South Carolina Academy for Planning and certified as a State Planning Commissioner - 2001
- Graduate, Public Issues Management School – Clemson University, Conflict Management and Facilitation Techniques - 2001
- Graduate, Institute for Politics and Public Policy, Greater Columbia Chamber of Commerce - 2001

- Recipient, Kellogg Foundation Scholarship and Clemson University Fellowship for Leadership and Community Development - 2003
- Graduate, Federal Bureau of Investigation (FBI), Citizen's Academy, Class of 2004
- Graduate, Drug Enforcement Agency (DEA), Agent, International Drug Enforcement Program - 1978
- Graduate Executive Management Institute for Government, Municipal Association of South Carolina – 2008
- Member Commercial Alliance, Greater Columbia Association of Realtors

AFFILIATIONS and MEMBERSHIPS

- Member, choir member, and past church officer, Trinity United Methodist Church, Blythewood, South Carolina
- Member, Clemson University's State Advisory Board for Community and Extension Services
- Member, Clemson University Advisory Board, Sandhills Institute for Community and Economic Development
- Selection State Committee Member, Veterans Administration, SC Cemetery Site Selection Committee, Fort Jackson national Cemetery, Fort Jackson, SC
- Member, Commercial Broker's Alliance, Greater Columbia Board of Realtors, Columbia, South Carolina
- Member, South Carolina Association and National Association of Realtors
- Past Vice Chairman, Columbia, South Carolina Downtown Business Association
- Past Chairman, Planning and Zoning Commission, Town of Blythewood, SC
 - Past Executive Board Member, Center City Partnership, Columbia, SC
- Past Chairman, City of Columbia's Business Improvement District Task Force
- Past Vice Chairman, Commercial Alliance, Greater Columbia Association of Realtors
- Past Chairman, Public Affairs and Community Development, Greater Columbia Chamber of Commerce, Columbia, SC
- Past Chairman, Chamber Issues Committee, Greater Columbia Chamber of Commerce
- Past Vice Chairman, Executive Committee, Richland County 20/20 Land Plan
- Past Member, Base Realignment and Closure Committee (BRACC) and Consultant to local governments for base planning and economic redevelopment
- Charter Member, Center City Planning Task Force, City of Columbia, Columbia, SC
- Founding Member, Executive Board, Columbia Design League
- Founder, Blythewood Community Vision Task Force
- Regional Representative to Governor's Office for Urban Land Institute's "Initiatives for Smart Growth"
- Member and Committee Chair, Northeast Columbia Chamber of Commerce
- Member, Northeast Chamber of Commerce Task Force on Growth
- Founding Member and Board Member of the Blythewood Chamber of Commerce, Blythewood, SC



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: Johnny Ray Noble, Ph.D

Home Address: 2905 River Drive APT B, Columbia, SC, 29201

Telephone: (home) 803 414-8497 (work) _____

Office Address: 2336 Elmwood Avenue Columbia, SC 29204

EmailAddress: revnoble@aol.com

Educational Background: B.S. Business Management/ M.A Counseling Psychology/Ph.D

Clinical Counseling Psychology

Professional Background: Pastor/Educator (Secondary/Collegiate/Graduate), Nonprofit

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Richland County Library Board of Directors

Reason for interest: To participate in the civic process of serving on a board while working to enhance library services in all communities throughout Richland County.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

I have served on several boards and committees throughout the Midlands area. I have experience in the areas of leadership and organizational management. I am also available and a team player. I am committed to assisting in meeting the goals and objectives of the organization.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: As many necessary to complete any task assigned

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

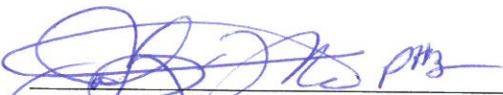
Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____

If so, describe: _____


Applicant's Signature

17 July 2014
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input checked="" type="checkbox"/> On file <input type="checkbox"/> On file	



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Alethia P. Rearden

Home Address: 212 Elmont Drive Columbia, SC 29203

Telephone: (home) (803) 786-1376 (work)

Office Address:

Email Address: reardenhobellsouth.net

Educational Background: Doctorate in Education

Professional Background: Retired

Male

Female

Age: 18-25

26-50

Over 50

Name of Committee in which interested: Library Board

Reason for interest: I am completing my first term, which I have enjoyed serving very much and would like to serve another term.

Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission:

My passion for working with the community to get them involve with what is offered at our great libraries.

Presently serve on any County Committee, Board or Commission? Library Board

Any other information you wish to give? I would like the opportunity to continue working with the passionate group at the library.

Recommended by Council Member(s):

Hours willing to commit each month: As many as it takes to continue serving the community.

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____

If so, describe: _____

Alithia P. Rearden
Applicant's Signature

May 13, 2014
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

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Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: Yolande Roach

Home Address: 108 Field Pine Avenue _____

Telephone: (home) 803-783-9662 _____ (work) 803-264-5703 _____

Office Address: 8901 Farrow Road Columbia, SC 29203 _____

Email Address: yolande.roach@bcbsc.com or yoroach@aol.com

Educational Background: Bachelor of Science in Industrial Management _____

Professional Background: Operations Manager for BlueCross BlueShield of SC _____

Female

Age:

26-50

Name of Committee in which interested: the Library Board _____

Reason for interest: I have a passion for making a difference in the lives of youth whose lives can be enriched by enjoying reading and learning.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

I am a dependable volunteer who is attentive to details, exceptional at note taking, and uses good communication skills.

Presently serve on any County Committee, Board or Commission? No. _____

Any other information you wish to give? I am currently serving as the LRHS PTSA President. _____

Recommended by Council Member(s): Chairperson Kelvin Washington _____

Hours willing to commit each month: I am willing to donate what is required for the board's success.

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

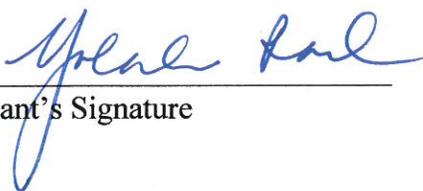
No

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

No

If so, describe: Not applicable _____


Applicant's Signature

7/17/14
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

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Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: YVONNE G. Stocker

Home Address: 135 American Ave. Hopkins, S.C. 29061

Telephone: (home) 803-776-1149 (work) _____

Office Address: _____

Email Address: YGStocker@bellsouth.net

Educational Background: BS (Elementary Ed) MS (Literacy) USC currently

Professional Background: Retired ATeT, Retired RCSDI

Male

Female

Committee in which interested: Library

Reason for interest: To become actively involved and support decisions in the best interest of the board or commission.

Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission:

Gain Knowledge, honor commitment and to approach responsibilities in the spirit of being an effective board member.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? _____

Recommended by Council Member(s): Hon. Kelvin Washington

Hours willing to commit each month: Whatever is needed

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No ✓ _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No ✓ _____

If so, describe: _____

Yvonne G. Stocker
Applicant's Signature

7/15/2014
Date

**Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

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Applications are current for one year.

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Date Received: _____	Received by: _____	
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Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Ida W. Thompson
Home Address: 2 Torrington Court Columbia, S.C. 29229
Telephone: (home) (803) 865-1977 (work) (803) 231-6803
Office Address: Instructional Technology - 1225 Oak Street
Email Address: ithompson@richlandone.org
Educational Background: School Administration, Library Media Services
Professional Background: School Librarianship, District Consultant and Director
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: Richland Library Board
Reason for interest: I believe strongly that our community has to support reading and literacy to ensure a productive and informed citizenry.
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: Children's literature and literacy programming, facility planning, technology use and integration.
Presently serve on any County Committee, Board or Commission? Richland Library Board
Any other information you wish to give? It has been a pleasure serving this first year.
Recommended by Council Member(s): Damon Jeter
Hours willing to commit each month: 5-8 hours

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____

If so, describe: _____

Ada W. Thompson
Applicant's Signature

May 12, 2014
Date

**Return to:
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For information, call 576-2060.**

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Richland County Council Request of Action

Subject

Procurement Review Panel-2; there are two vacancies on this panel; the positions are for Professional and Service Industries applicants. One application was received from the following: [**PAGES 176-181**]

Willa Martin Bailey



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Willie Martha Bailey

Home Address: 2050 N. FULTON BLVD. #302W

Telephone: (home) 803 764-1402 (work) None

Office Address: Retired

Email Address: willie.bailey@yahoo.com

Educational Background: BA - Psychology, Grand Studies - Secondary Education

Professional Background: General Motors Company - 20 yrs. + other professional

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: ~~Historic Columbia Foundation~~ Procurement Review Panel

Reason for interest: Thinks needs to be more inter-city

Recognition in Columbia's history. Improve Randolph Cemetery

Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission:

Very process oriented, Proficient Facilitator

Believe in performance metrics and Accountability

Presently serve on any County Committee, Board or Commission? N/A

Any other information you wish to give? Resume Attached - Daughter of

Recommended by Council Member(s): Just returned to Columbia after 45 yrs.

Hours willing to commit each month: 20 to 40 hrs.

CONFLICT OF INTEREST POLICY

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Niece of Ethel Martin Bolden

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____

If so, describe: _____

Kisha Mott Bailey *7/25/2014*
Applicant's Signature Date

Return to:
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For information, call 576-2060.

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Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file

2

Willa Martin Bailey
2050 N Beltline Blvd. #302W
Columbia, SC 29204
803-764-1482
willa.bailey@yahoo.com

Qualifications Summary

Extensive managerial experience in Materials Management, Manufacturing and Marketing in a large multi-national manufacturing company. Independent consulting experience with strong project management ability focusing on identifying business process improvements, cycle time and transaction cost reductions. Proven ability in communicating with people at all levels of the organization. A catalyst, change agent, problem solver, and coach for cross-functional organizations. An energetic, creative professional who has a sense of team development, performance improvement, and gets results. Demonstrated strengths include:

- Marketing Strategy
- Group/Team Facilitation
- Supply Chain Management
- Purchasing Principles and Practices
- Total Quality Management
- Competitive Analysis
- Project Management
- Supplier Development
- Proposal Development
- Organizational Effectiveness

Accomplishments

Management Consulting

- Developed an operational business plan for Supplier Development organization in Purchasing to identify growth opportunities for buying community to increase sales to minority suppliers. Supervised other consulting resources for this project. Minority purchases increased by 30% and best practices were shared by all divisions.
- Led the Process Management scope of services for the information technology assessment for the City of Detroit. Responsibilities included performing assessments of all government agencies, analyses of business practices and the development of a business enterprise model. The model served as the baseline for future IT requirements for the new administration.
- Collaborated with training organization as co-project manager to develop Process Benchmarking curriculum and provide ongoing training for Corporation. Served as subject matter expert, benchmarking practitioner, and instructor for ongoing classes. Our customers were General Motors employees embarking on process improvement efforts. Significant process improvements included eliminating waste and redundancy.
- Led Benchmarking investigation and facilitated a cross-functional team for Indirect Purchasing (MRO). Designed tools and techniques to partner with best practice companies, analyzed performance gaps, identified improvement opportunities for a redesigned purchasing process and developed business case identifying \$159 million savings.
- Developed and lead proposal to sell and win a \$300K consulting engagement to provide add on services for Indirect Purchasing's implementation strategy. Developed framework for client to enhance effectiveness and provide structure in a cross-functional process environment. Framework included 1) process documentation, 2) further investigation of best practices, and 3) benefit assessment and analyses of cost savings opportunities. The implementation strategy yielded a comprehensive structure, supported by union and management, reduction of suppliers from 1400 to 20, documentation of purchasing process to preserve intellectual capital and enable ongoing improvements.
- Assisted with the development of the winning proposal to a major transportation company headquartered in Memphis, TN. The engagement focused on organizational effectiveness and specific responsibilities included an assessment of over 100 employees located in various geographic locations, gap analysis, benchmarking results to reflect best practices of other companies, and the formulation of the report and presentation to the senior vice president. Best practices were adopted and provided a 20% productivity improvement in customer response time.

Materials Management

- Supervised union represented forklift truck drivers and maintained no downtime or parts shortages for several model years. Established a team building environment, which improved plant housekeeping and decreased grievances by 60%.
- Generated cost savings of \$2.8 million through effective annual supplier negotiations. 85% of supply base participated in cost reduction initiatives. Successfully evaluated new and current suppliers, purchased production parts on time with high quality and responsiveness.
- Created new sales opportunities by improving plant response time, communication of quality requirements, and accurate schedules for shipment of service parts. Developed a \$50K product display used for several trade shows to increase sales and seek new business for low production capacity plants. Included the union as an integral part of this process through business team concept. Increased new sales opportunities by 30%.
- Developed employee and supplier communication mechanisms to provide innovative approaches to communicate cultural change. Coordinated weekly supplier technology transfer forums and employee meetings for 500 Materials Management employees.
- Managed the optimization of supply base for commodity of \$700 mil in purchases. Initiated a strategic sourcing team and provided corporate leadership and resources to achieve consistent supplier management and sourcing strategies in product cost reductions and quality improvements. Supervised over 20 purchasing professionals from multiple divisions. Identified minority suppliers for all divisions to use, and reduced the corporate supply base by 50%.

Marketing Strategy

- Supervised and developed five employees to initiate competitive and industry analysis techniques for five business units. Responsibilities included vehicle/engine forecasting, competitor analyses, benchmarking, and industry trends analyses. Developed competitive analysis and benchmarking frameworks adopted by the corporation. This global component manufacturer was able to learn more about its competitors and developed successful pricing strategies for components.
- Successfully led a cross-divisional team to develop the marketing strategy for seven component divisions to acquire new and additional business in Asia Pacific region. The strategy was executed to increase market share by 20% to new customers.
- Supervised a staff of business planners to coordinate competitive analysis reports. These reports served as intelligence for the executive committee.

Public Affairs/Communication

- Developed weekly employee meetings in a high technology manufacturing environment. Achievements included cross communication between management and the union and sharing best practices with other manufacturing facilities.
- Managed internal and external public affairs which included periodic press conferences, employee incentive programs, newsletters, presentations, plant tours, interface with local government, and participation in union/management teams. Provided direct support to the Plant Manager.
- Produced a multi-media slide presentation and film to document building a high tech manufacturing facility.
- Designed, coordinated, and produced print materials for a manufacturing facility and materials management organization to communicate change and new business practices/processes.

Community/Economic Development

- Led the rollout and implementation for the ten-year economic development plan – Memphis 2005. Created measurement tools, reporting forums and measure performance based on nine strategic goals.
- Utilized four critical business techniques: Community Outreach, Strategic Partnering, Project Management, and Performance Measurement and Reporting to include the community and track performance.
- Served as liaison for Minority Business Development to increase purchases by 7% annually. We exceeded this goal every year. Worked with the Mid-South Minority Business Council to improve and grow businesses.
- Served as liaison with the University of Memphis to determine measurement criteria, data sources, and methods to communicate the findings for the nine strategic goals.
- Prepared the data and presentations for monthly and quarterly performance meetings with community teams, partners, City and County Mayors, City Council and County Commissioners.

Professional Work Experience

Global Recruiters of Nashville Metro President & Search Consultant	2005-2013
Innovative Performance Group Principal/Owner – Management Consulting	2003-2005
Mid-South Minority Business Council Supplier Operations Manager	2001-2003
KPMG (now Bearing Point) Manager – Management Consultant	1999-2001
Memphis Regional Chamber of Commerce, Memphis, TN Sr. Vice President, Community Development/Memphis 2005	1996-1999
A.T. Kearney, Inc., Southfield, Michigan (EDS) Manager - management consulting firm servicing all industries	1995-1996
Electronic Data Systems, Inc. (EDS), Southfield, Michigan Senior Consultant - management consulting firm servicing the automotive industry	1993-1995
General Motors Corporation, Detroit, Michigan Managerial positions in Materials Management, Manufacturing, and Marketing Manager, Asia Pacific Coordination - Corporate Marketing Manager, Industry/Competitive Analysis - Divisional Marketing Commodity Manager - Corporate Purchasing Administrator, Advanced Technology Planning – Public Affairs/Materials Management Senior Business Planner - Manufacturing Manufacturing Sales Representative - Manufacturing/Purchasing Buyer/Senior Buyer - Purchasing Supervisor, Plant Operations - Material Control	1976-1993

Educational Background

Psychology, Johnson C. Smith University, Charlotte, NC
Graduate Studies, University of South Carolina, Columbia, SC
Company Sponsored Management Training
Strategic Business Management, Wharton School of Business, University of Pennsylvania
Applied Marketing Effectiveness, Michigan State University
Benchmarking, Motorola University
Advanced Purchasing Techniques, Effective Negotiating, Change Management, Reengineering,
W. Edward Deming's Total Quality Management, ISO 9000 Certification
Malcolm Baldrige and ISO 9001 TQM training
Process Reengineering – Michael Hammer

Achievements/Honors

- Featured in issue of *Industry Week*, “ Women Managers”
- Featured in issue of *Competitive Intelligence Review*, “ Benchmarking”
- Featured in issue of *Black Collegiate*, “Women in Purchasing”
- Selected chairperson for Benchmarking symposium, Machine Tool Industry trade show, Chicago, IL
- Featured in the Business Outlook section of the *Commercial Appeal*, Memphis, TN
- Featured in the *Memphis Business Journal* small business section

Professional & Community Affiliations

- TN Automotive Manufacturers Association and Southern Automotive Women's Forum
- Institute for Supply Management (ISM)
- City of Franklin – Housing Commission
- TN Minority Supplier Development Council
- Mid-South Minority Business Council

References available upon request

Richland County Council Request of Action

Subject

Township Auditorium Board-1; there is one vacancy on this board; applications were received from the following:
[PAGES 182-189]

Ronald Friday
Megan Pinckney
Antjuan Seawright



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: Ronald D. Friday

Home Address: 115 Winding Oak Way, Blythewood SC 29016

Telephone: (home) (803) 714-7860 (work) (803) 210-6103

Office Address: 81 Wildcat Way, Fort Jackson SC 29207

Email Address: rdougfriday@yahoo.com

Educational Background: MBA and Master's Organizational Behavior and Leadership

Professional Background: Safety and Military retired

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Township

Reason for interest: My overall goal is to gain as much information as possible so that I may assist in a team effort for perfecting Richland county.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

I will bring/offer an accumulation of knowledge which I have gained from my military background and the training which I received in my community environment.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? Selected for Leadership South Carolina

Recommended by Council Member(s): Ms. Julia Dixon

Hours willing to commit each month: Required for accomplishing mission.

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X _____

If so, describe: _____


Applicant's Signature

4 Aug 2014
Date

**Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: Megan Pinckney

Home Address: 1155 Lady St Apt 512 Columbia, SC 29201

Telephone: (home) 843-442-9611 (work) _____

Office Address: _____

Email Address: megpinckney@yahoo.com

Educational Background: The University of South Carolina

Professional Background: Former Miss South Carolina USA

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Township Auditorium Board

Reason for interest: I have a desire to promote the performing arts in my community while maintaining the Township's stellar reputation.

Commission:

My communication skills, community involvement and political access would all be an asset to the Board.

Presently serve on any County Committee, Board or Commission? NO

Any other information you wish to give: Served as a SC House of Rep. Legislative Aide.

Recommended by Council Member(s): Seth Rose; Damon Jeter; Brian Neuman

Hours willing to commit each month: As needed

CONFLICT OF INTEREST POLICY

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All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X _____

If so, describe: _____

Megan Pickney
Applicant's Signature

6/24/14
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: Antjuan Orlando Seawright

Home Address: 188 Cottage Lake Way Columbia, SC 29209

Telephone: (home) 803-429-8170 (work) 803-771-0325

Office Address: 924 Hampton Street Columbia, SC 29201

Email Address: Antjuan@Sunrisecommunications.co

Educational Background: BS Business Admin & Marketing Winthrop University 08 ; MBA
Webster University 2010

Professional Background: President/CEO Sunrise Communications Columbia, SC

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Township Auditorium Board

Reason for interest: I would like to offer a helping hand with the progress being made at the
Township and help continue to move it forward.

Your characteristics/qualifications, which would be an asset to Committee, Board or
Commission:

As an active young professional and a small businessman in Richland County, I am a firm
believer that my experience would be great addition the tremendous leadership that is in place
already at Township.

Presently serve on any County Committee, Board or Commission? N/A

Any other information you wish to give? _____

Recommended by Council Member(s): Kelvin Washington, Jim Manning, Norman Jackson, Damon Jeter, Greg Pearce

Hours willing to commit each month: Open

CONFLICT OF INTEREST POLICY

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Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

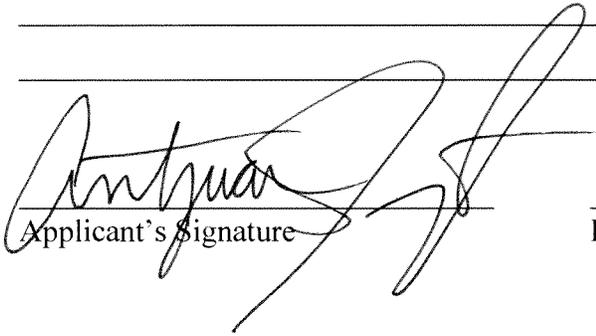
Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X _____

If so, describe: _____


Applicant's Signature

5/21/14
Date

**Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

Richland County Council Request of Action

Subject

**REPORT OF THE RICHLAND COUNTY OFFICE OF SMALL BUSINESS OPPORTUNITY AD HOC COMMITTEE:
[PAGE 190]**

a. Mission Statement: "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."

Richland County Council Request of Action

Subject

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 **[PAGES 191-192]**

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**A RESOLUTION OF THE
RICHLAND COUNTY COUNCIL**

**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.**

WHEREAS, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

WHEREAS, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County;

NOW, THEREFORE, BE IT RESOLVED THAT Thomas E. DeLage, Jr. is hereby appointed and commissioned a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon them by the governing body of this County, including the enforcement of the County's Land Development Code and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Thomas E. DeLage, Jr. shall not perform any custodial arrests in the exercise of his duties as a code enforcement officer. This appointment shall remain in effect only until such time as Thomas E. DeLage, Jr. is no longer employed by Richland County to enforce the County's Land Development Code.

ADOPTED THIS THE ____ DAY OF SEPTEMBER, 2014.

Norman Jackson, Chair
Richland County Council

Attest: _____
S. Monique McDaniels
Clerk of Council

Richland County Council Request of Action

Subject

- 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 for a new Olympia Fire Station [ROSE]
- 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]
- c. Move to fund "Famously Hot" New Year's Celebration at \$50,000 [DIXON]
- d. Green Apple Day of Service Resolution [DICKERSON]
- e. Move to direct staff to review microphone mute options for Council Chambers [WASHINGTON]
- f. Resolution Honoring Carolyn Cliett [JACKSON]
- g. Diversity Tech Resolution [JACKSON]
- 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]
- i. Resolution for Richland County Soil and Water Chairman John Green [ROSE]
- j. Remove the requirements placing a lien on property if owners do not pay sewer bill [JACKSON]

Richland County Council Request of Action

Subject

Must Pertain to Items Not on the Agenda