

**RICHLAND COUNTY COUNCIL
REGULAR SESSION
NOVEMBER 6, 2007
6:00 P.M.**

CALL TO ORDER **Honorable Joseph McEachern,
Chairman**

INVOCATION **Honorable L. Gregory, Pearce, Jr.**

PLEDGE OF ALLEGIANCE
Honorable L. Gregory Pearce, Jr.

RICHLAND 101 GRADUATION

CITIZEN'S INPUT

ADOPTION OF AGENDA

APPROVAL OF MINUTES

Regular Session: **October 16, 2007 [Pages 6-16]**

Zoning Public Hearing: **October 23, 2007 [Pages 17-19]**

**REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE
SESSION ITEMS**

*** Indicates Executive Session Item**

REPORT OF THE COUNTY ADMINISTRATOR

- a. PIO Telly Award**
- b. Riverside Contract***
- c. TIF Update***
- d. Farmers' Market Update***
- e. NE Sanitary Landfill***
- f. Internal Audit Committee***

REPORT OF THE CLERK OF COUNCIL

- a. IT Training**

REPORT OF THE CHAIRMAN

APPROVAL OF PUBLIC HEARING ITEMS

1.a., 1.b., 1.c.

APPROVAL OF CONSENT ITEMS

1.a., 1.b., 1.c., 2.a., 2.b., 2.c., 2.d., 2.e., 3.a, 3.b., 3.c., 3.d., 4.a., 4.b., 4.c., 4.d., 4.e., 4.f, 4.h.

1. THIRD READING ITEMS

- a. An Ordinance establishing policies and procedures to be followed in connection with conduit financings [PUBLIC HEARING] [CONSENT] [Pages 20-22]**
- b. An Ordinance authorizing the issuance of not to exceed (\$5,000,000) general obligation bonds to be used for the following purposes: purchase of land and constructing a public safety facility (\$1,600,000); purchase of vehicles for use by the Sheriff's Department for fiscal year 2007-2008 (\$2,000,000); and for the expansion of the City's Animal Shelter (\$1,400,000) [PUBLIC HEARING] [CONSENT] [Pages 23-51]**
- c. An Ordinance authorizing the issuance of not to exceed (\$6,975,000) general obligation bonds for the payment of the outstanding Bond Anticipation Note issued for the Innovista project [PUBLIC HEARING] [CONSENT] [Pages 52-80]**

2. SECOND READING ITEMS

- a. 07-52MA
Ashley Oaks Development
Mike Shelley (29.30 acres)
M-1 to RS-LD
Single Family Residential
17700-01-13
Wilson Blvd. & Farrow Road
[CONSENT] [Page 81]**
- b. 07-43MA
Oak Hills
PDD to amended PDD
Golf Course w /Mixed Use Development**

**09600-02-13 & 09600-03-01, 02, 03
U. S. Hwy. 321 & Oak Hills Drive
[CONSENT] [Pages 82-86]**

**c. 07-44MA
Garden Valley Subdivision
M-1 to PDD (7.33 acres)
Single Family Residential
22906-03-48 & 49
North Springs Road
[CONSENT] [Pages 87-90]**

**d. 07-53MA
Church Properties, LLC
Viji Sashikant
NC to GC (.46 acres)
Home Cleaning Service
16415-07-03
1518 Leesburg Road
[CONSENT] [Page 91]**

**e. 07-56MA
Saluda Dam, LLC
Mark Richardson
HI to GC (20.68 acres)
Residential Multi-Family Use
07315-01-01& 02
4120 River Drive
[CONSENT] [Page 92]**

**3. REPORT OF DEVELOPMENT AND SERVICES
COMMITTEE [Page 93]**

- a. Request from Aramark, LLC to permit soil and groundwater monitoring at Owens Downtown Airport [CONSENT]**
- b. Request to accept a conservation easement from Mr. John Eleazer for 62 acres of property in Northwest Richland County [CONSENT]**
- c. A Resolution in support of the Central Midlands Council of Governments conducting a Joint Land Study (JLUS) of Fort Jackson, McCrady Training Center, and McEntire Joint National Guard Base, in cooperation with the City of Columbia and other**

surrounding communities, as a means of sustaining the long-term viability of these installations and their military missions [CONSENT]

d. A Resolution in support of the Midlands Area Joint Installations Consortium (MAJIC) [CONSENT]

4. REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE [Pages 94-95]

a. Request to approve a contract for property insurance (\$262,069)[CONSENT]

b. Request to negotiate a contract with Siemens for the development of an energy proficiency, solutions, development and implementation plan [CONSENT]

c. Request to negotiate and award a contract with First Vehicle Services for fleet maintenance and management services [CONSENT]

d. Amendments to an agreement between Richland County and the Historic Columbia Foundation for the management of the Woodrow Wilson Home and Hampton Preston Mansion [CONSENT] [Pages 96-100]

e. Ordinance amending the fiscal year 2007-2008 budget ordinance to unappropriate undesignated hospitality tax funds in the budget ordinance to reflect a decrease in available funds [CONSENT]

f. An Ordinance amending the Richland County Code of Ordinances; Chapter 23, Taxation; Article VI, Local Hospitality Tax; Section 23-69, Distribution of Funds; and Section 23-71, Oversight and Accountability [CONSENT]

g. Sheriff Department: Request to approve a Financial Crimes Victims Assistance Program grant (Personnel required, no match) [CONSENT]

h. SC State Military department Funding Request [CONSENT]

5. **REPORT OF THE RULES AND APPOINTMENTS COMMITTEE [Page 101]**
 - I. **NOTIFICATION OF VACANCIES ON BOARDS, COMMISSIONS, AND COMMITTEES**
 - A. **Accommodations Tax Advisory Committee-1**
 - B. **Internal Audit Committee-1**
6. **REPORT OF ECONOMIC DEVELOPMENT COMMITTEE**
 - a. **Ordinance Authorizing Sale of Lot 10 in the Richland Northeast Industrial Park to “The Taylored Window, LLC” [Pages 102-103]**
 - b. **KIRCO**
 - 1) **Ordinance to Include KIRCO property in the I-77 Corridor Regional Industrial Park [Pages 104-113]**
 - 2) **Infrastructure Credit Agreement [Pages 114-118]**
 - c. **Staples**
 - 1) **Ordinance Authorizing Fee Agreement, including payment of a fee-in-lieu of taxes [Pages 119-121]**
 - 2) **FILOT Agreement [Pages 122-150]**
7. **APPROVAL OF RESOLUTIONS TO APPOINT AND COMMISSION CODE ENFORCEMENT OFFICERS FOR THE PROPER SECURITY, GENERAL WELFARE AND CONVENIENCE OF RICHLAND COUNTY**
 - a. **Marquis Leonard Gantt (Animal Care) [Page 151]**
 - b. **Thomas Pierce Paige (Animal Care) [Page 152]**
 - c. **Bradley Craig Rogers (Business Service Center) [Page 153]**
8. **CITIZEN’S INPUT**
9. **EXECUTIVE SESSION**
10. **MOTION PERIOD**

MINUTES OF



RICHLAND COUNTY COUNCIL REGULAR SESSION TUESDAY, OCTOBER 16, 2007 6:00 p.m.

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

MEMBERS PRESENT:

Chair	Joseph McEachern
Vice Chair	Valerie Hutchinson
Member	Joyce Dickerson
Member	Norman Jackson
Member	Damon Jeter
Member	Paul Livingston
Member	Bill Malinowski
Member	Mike Montgomery
Member	L. Gregory Pearce, Jr.
Member	Bernice G. Scott
Member	Kit Smith

OTHERS PRESENT – Michelle Cannon-Finch, Milton Pope, Tony McDonald, Roxanne Matthews, Joe Cronin, Stephany Snowden, Jennifer Dowden, Tamara King, Brad Farrar, Amelia Linder, Joseph Kocy, Donny Phipps, Michael Criss, Tiaa Rutherford, Anna Almeida, Jennie Sherry-Linder, Audrey Shifflett, Andy Metts, Rodolfo Callwood, Daniel Driggers, Sherry Wright-Moore, Pam Davis, Teresa Smith, Paul Brawley, Chief Harrell, Gary Watts, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 6:06 p.m.

INVOCATION

The Invocation was given by the Honorable Norman Jackson

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Norman Jackson and the guest Girl Scout Troop

POINT OF PERSONAL PRIVILEGE – Ms. Dickerson recognized that Pete Amoth, Mayor of Blythewood and Paul Brawley, Richland County Auditor were in the audience.

Ms. Hutchinson recognized that Gary Watts, Richland County Coroner was in the audience.

PRESENTATIONS

Mr. Kyle Michel, Engenuity Update – Mr. Kyle Michel and Mr. Neil McLean gave a brief update on Engenuity.

Presentation of Resolution: Gary Watts, Coroner, Act of Heroism – Ms. Scott presented a resolution to Coroner Gary Watts in honor of his act of heroism.

CITIZEN'S INPUT

No one signed up to speak.

APPROVAL OF MINUTES

Regular Session: October 2, 2007 – Mr. Malinowski moved, seconded by Mr. Jackson to reconsider the portion of the minutes dealing with the 2007-2008 Millage Ordinance.

<u>In Favor</u>	<u>Oppose</u>
Malinowski	Pearce
Jackson	Livingston
Jeter	Smith
Hutchinson	Scott
McEachern	Montgomery
Dickerson	

The vote to reconsider passed.

Mr. Malinowski moved, seconded by Mr. Jackson, to adopt the Auditor's recommendation. A discussion took place.

Ms. Smith moved, Mr. Montgomery, to place this item on the agenda before Citizen's Input.

POINT OF ORDER – Mr. McEachern inquired of the Parliamentarian if moving this item on the agenda would require unanimous consent.

Ms. Smith withdrew her motion.

Mr. Montgomery moved, seconded by Ms. Scott, to place this item on the agenda as Item 1.j. The vote in favor was unanimous.

Ms. Hutchinson moved, seconded by Mr. Malinowski, to approve the minutes as amended. The vote in favor was unanimous.

ADOPTION OF AGENDA

Ms. Finch stated that Item 1.d. should be added to the Approval of Consent Items list, Item 4.a. does not have back up and p.133 of the back up material should go with Item 11.b.

Mr. Farrar stated that the TIF Update needed to be added under the Report of the County Attorney for Executive Session.

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

REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION MATTERS

The following items were potential Executive Session items:

- a. **Northeast Sanitary Landfill**
- b. **Farmers' Market Update**
- c. **Riverside Contract**
- d. **Internal Audit Committee Report**
- e. **TIF Update**

REPORT OF THE COUNTY ADMINISTRATOR

Employee Recognition—2 – Mr. Pope introduced the new Planning Development Director, Mr. Joseph Kocy.

Ms. Sherry Wright-Moore was presented a dozen roses from Mr. Pope in recognition of her service upon her departure from the County.

REPORT OF THE CLERK OF COUNCIL

Dinner with Lexington County, October 18th at 7:00 p.m. (Updated Directions) – Ms. Finch reminded Council of the dinner with Lexington County Council on Thursday, October 18th at 7:00 p.m. She also stated that she had updated directions for those that were planning on attending.

Annual Palmetto Health Update, November 20th at Noon – Ms. Finch stated that Palmetto Health has scheduled their annual update for November 20th at noon. A discussion took place. This item will be taken up during the Motion Period.

Agenda Software Training – Ms. Finch stated that there will be two training sessions on October 31st at 1:00-2:45 p.m. and 3:00-5:00 p.m.

Midlands Technical College Oyster Roast – Ms. Finch stated that the re-scheduled date is October 30th. Council members that are planning to attend, please let Ms. Finch know tonight.

Retreat Locations – Ms. Finch stated that there were several locations available. This item will be taken up during the Motion Period.

REPORT OF THE CHAIRMAN

Deferred Public Hearing Item – Mr. McEachern stated that a public hearing will be held on the Auditor's Budget Amendment Request at the November 6th meeting.

PUBLIC HEARING ITEMS

- **A Budget Ordinance to create positions: Sheriff's Department request for DNA grant** – No one signed up to speak.
- **A Budget Ordinance amending the FY 07-08 Victim's Assistance Budget to fund deficit in the amount of \$628,750**
- **A Budget Ordinance to increase Administration fee from \$5.00/hr. to \$10.00/hr. for the Victim's Assistance Department** – No one signed up to speak.

APPROVAL OF CONSENT ITEMS

Mr. Pearce moved, seconded by Mr. Jeter, to approve the following consent items:

- **A Budget Ordinance to create positions: Sheriff's Department request for DNA grant** [Third Reading]
- **A Budget Ordinance to increase Administration fee from \$5.00/hr. to \$10.00/hr. for the Victim's Assistance Department** [Third Reading]
- **07-41MA, Johnathan Holley, Eternal Garden, RU to GC (13.29 Acres), Cemetery, 19100-04-37(p), Behind 8132 Garners Ferry Road** [Third Reading]
- **07-42MA, Red Gate Farms II, RU to PDD (71.41 Acres), Commercial/Residential, 12700-01-21 & 15100-01-04(p), Syrup Mill Road & Blythewood Road** [Third Reading]
- **07-45MA, South Capital Group, RU to RM-HD (6.21 Acres), Multi-Family Residential, 17016-03-03** [Third Reading]
- **07-46MA, Billy Stanick, RU to GC (2.84 Acres), Warehouse for Existing Business, 01511-01-02 & 09, 2150 Dutch Fork Road** [Third Reading]

- **07-48MA, Cheryse Jordan, OI to GC (.67 Acres), General Commercial Use, 02505-03-04 & 07, 1770 Dutch Fork Road [Third Reading]**
- **07-51MA, Hurricane Construction, RU to RS-MD (8.34 Acres), Single Family Residential, 05200-03-18 & 05200-03-60, Hollingshed Road [Third Reading]**
- **An Ordinance Establishing Policies and Procedures to be followed in connection with conduit financings**
- **Ordinance authorizing the issuance of not to exceed \$5,000,000 general obligation bonds to be used for the following purposes: purchase of land and constructing a public safety facility (\$1,600,000); purchase of vehicles for use by the Sheriff's Department for fiscal year 2007-2008 (\$2,000,000); and for the expansion of the City's Animal Shelter (\$1,400,000) [Second Reading]**
- **Ordinance authorizing the issuance of not to exceed \$6,975,000 general obligation bonds or bond anticipation notes for the payment of the outstanding Bond Anticipation Note issued for the Innovista Project [Second Reading]**

THIRD READING

A Budget Ordinance amending the FY 07-08 Victim's Assistance Budget to fund deficit in the amount of \$628,750 – Mr. Pearce moved, seconded by Ms. Scott, to approve this item. A discussion took place.

The vote in favor was unanimous.

FY 2007-2008 Millage Ordinance – Mr. Malinowski moved, seconded by Mr. Jackson, to adopt the Auditor's recommendation: A discussion took place.

Ms. Scott called for the question.

Ms. Scott withdrew her call for the question for allow further discussion.

Ms. Scott called for the question, seconded by Mr. Montgomery. The vote in favor was unanimous.

Mr. Pearce made a substitute motion, seconded by Ms. Dickerson, to adopt the unadjusted millage and to have the Chairman immediately appoint a committee to evaluate the fund balance and make recommendations prior to the beginning of the budget process for FY 2008-2009.

Mr. Jackson made a second substitute motion, seconded by Mr. McEachern, to adopt the unadjusted millage and rebate the difference to the taxpayers.

<u>In Favor</u>	<u>Oppose</u>
Malinowski	Pearce
Jackson	Jeter
McEachern	Hutchinson
	Livingston
	Dickerson
	Smith
	Scott
	Montgomery

The second substitute motion failed.

<u>In Favor</u>	<u>Oppose</u>
Pearce	Malinowski
Jeter	Jackson
Hutchinson	McEachern
Livingston	
Dickerson	
Smith	
Scott	
Montgomery	

The vote was in favor of the substitute motion.

SECOND READING

Animal Care Bond Ordinance – Mr. Montgomery moved, seconded by Mr. Livingston, to approve this item. A discussion took place.

Mr. Montgomery and Mr. Livingston accepted Mr. Pope's recommendation to refer the proposed MOU to the A&F Committee and to hold this item at Third Reading until the Council agrees to an appropriate MOU.

The vote in favor was unanimous.

REPORT OF THE RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF VACANCIES ON BOARDS, COMMISSIONS AND COMMITTEES

- a. **Airport Commission—3** – Mr. Livingston stated that the committee recommended that staff advertise for these vacancies. The vote in favor was unanimous.

- b. **Board of Assessment Appeals—1** – Mr. Livingston stated that the committee recommended that staff advertise for this vacancy. The vote in favor was unanimous.
- c. **Building Codes Board of Adjustments and Appeals—1** – Mr. Livingston stated that the committee recommended that staff advertise for this vacancy. The vote in favor was unanimous.

II. NOTIFICATION OF APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

- a. **Accommodations Tax Advisory Committee—1** – Mr. Livingston stated there was one applicant and one vacancy. The applicant withdrew his application due to a conflict. The committee recommended re-advertising for this vacancy. The vote in favor was unanimous.
- b. **Business Service Center Appeals Board—5** – Mr. Livingston Montgomery stated there were no applicants and five vacancies. The committee recommended re-advertising for these vacancies. The vote in favor was unanimous.
- c. **Employee Grievance Committee—1** - Mr. Livingston stated there were no applicants and one vacancy. The committee recommended re-advertising for this vacancy. The vote in favor was unanimous.
- d. **Employee Grievance Committee—2** – Mr. Livingston stated there were no applicants and two vacancies. The committee recommended re-advertising for these vacancies. The vote in favor was unanimous.
- e. **Music Festival Board—1** – Mr. Livingston stated there was one applicant and one vacancy. The committee recommended appointing Ms. Debora D. Lloyd. The vote in favor was unanimous.
- f. **Township Auditorium Board—2** – Mr. Livingston stated there was one applicant and two vacancies. The committee recommended appointing Mr. Jack M. Mills and re-advertising for the remaining vacancy. The vote in favor was unanimous.

REPORT OF DEVELOPMENT AND SERVICES COMMITTEE

Sanitary Sewer Main Extension Agreement for Kingston Village Off-Site Gravity Sewer – Mr. Malinowski moved, seconded by Mr. Jackson, to defer this item until the D&S Committee. The vote in favor was unanimous.

REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

KIRCO MOU – Mr. Jeter stated that the committee recommended approval of this item.

<u>In Favor</u>	<u>Oppose</u>
Pearce	Malinowski
Jackson	Hutchinson
Jeter	Dickerson
McEachern	Smith
Livingston	Montgomery
Scott	

The vote was in favor.

Approval of the Resolution approving the 2007 Assessment Roll for the Village at Sandhill Improvement District – Mr. Livingston moved, seconded by Ms. Scott, to approve this item. A discussion took place.

The vote in favor was unanimous.

Approval of Resolution to appoint and commission Audrey L. Hudson as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County – Mr. Pearce moved, seconded by Ms. Scott, to approve this item. The vote in favor was unanimous.

CITIZEN'S INPUT

No one signed up to speak.

EXECUTIVE SESSION ITEMS

Mr. Livingston moved, seconded by Ms. Hutchinson, to go into Executive Session. The vote in favor was unanimous.

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Council went into Executive Session at approximately 8:27 p.m. and came out at approximately 10:07 p.m.
=====

The vote in favor was unanimous to come out of Executive Session.

- a. **N. E. Sanitary Landfill vs. Richland County** – Mr. Livingston moved, seconded by Ms. Scott, to change the existing language of the ordinance.

<u>In Favor</u>	<u>Oppose</u>
Jackson	Pearce
Jeter	Malinowski
Livingston	Hutchinson
Dickerson	McEachern
Scott	Smith
	Montgomery

The motion failed.

Mr. Jackson moved, seconded by Mr. Jeter, to direct the Chairman to appoint an ad hoc committee of no more than five members.

<u>In Favor</u>	<u>Oppose</u>
Malinowski	Pearce
Jackson	Livingston
Jeter	Montgomery
Hutchinson	
McEachern	
Dickerson	
Smith	
Scott	

The vote was in favor.

- b. **Farmers' Market Update** – No action taken.
- c. **Riverside Contract** – No action taken.
- d. **Internal Audit Committee Report** – No action was taken.
- e. **TIF Update** – No action taken.

Business License Fee Schedule – Mr. Montgomery moved, seconded by Ms. Smith, to approve this item. A discussion took place.

The vote in favor was unanimous.

MOTION PERIOD

Forming a task force to review the land development code as it pertains to water quality issues – Ms. Hutchinson directed staff to form a task force to review the land development code as it pertains to water quality issues.

Sunday Beer Sales – Mr. Jeter referred to the A&F Committee an ordinance to allow Sunday retail sale of beer or wine and to draft a referendum to be placed on the ballot.

Cool Counties Presentation – Ms. Hutchinson referred to the D&S Committee a Cool Counties presentation.

Ashley Ridge Roads – Ms. Dickerson directed staff to bring a report back to the D&S Committee on whether the requirements have been met regarding the roads in the Ashley Ridge Subdivision and if the roads are ready to be accepted by the County.

Council Retreat – Ms. Smith moved, seconded by Ms. Hutchinson, to hold the Council Retreat at the Madren Conference Center in Clemson on January 31st-February 2nd.

Mr. Jackson moved to hold the Council Retreat at Winthrop University.

Vote to hold Council Retreat at the Madren Conference Center:

<u>In Favor</u>	<u>Oppose</u>
Pearce	Malinowski
Hutchinson	Jackson
McEachern	Jeter
Livingston	Montgomery
Dickerson	
Smith	
Scott	

Vote to hold Council Retreat at Winthrop University:

<u>In Favor</u>	<u>Oppose</u>
Malinowski	Pearce
Jackson	Hutchinson
Jeter	McEachern
Montgomery	Livingston
	Dickerson
	Smith
	Scott

Mr. Pearce moved, seconded by Ms. Scott, to suspend the rules.

<u>In Favor</u>	<u>Oppose</u>
Pearce	Malinowski
Jeter	Jackson
Hutchinson	
McEachern	
Dickerson	
Scott	
Montgomery	

Franchise Fees – Mr. Malinowski referred to the D&S Committee an update regarding the options for assessing franchise fees on utilities.

ADJOURNMENT

The meeting adjourned at approximately 10:34 p.m.

Joseph McEachern, Chair

Valerie Hutchinson, Vice-Chair

Joyce Dickerson

Norman Jackson

Damon Jeter

Paul Livingston

Bill Malinowski

Mike Montgomery

L. Gregory Pearce, Jr.

Bernice G. Scott

Kit Smith

The minutes were transcribed by Michelle M. Onley

MINUTES OF



RICHLAND COUNTY COUNCIL ZONING PUBLIC HEARING TUESDAY, OCTOBER 23, 2007 7:00 p.m.

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

MEMBERS PRESENT:

Chair	Joseph McEachern
Vice-Chair	Valerie Hutchinson
Member	Joyce Dickerson
Member	Norman Jackson
Member	Damon Jeter
Member	Paul Livingston
Member	Bill Malinowski
Member	Mike Montgomery
Member	L. Gregory Pearce, Jr.
Member	Bernice G. Scott
Member	Kit Smith

OTHERS PRESENT: Michielle Cannon-Finch, Milton Pope, Larry Smith, Joseph Kocy, Anna Almeida, Jennie Sherry-Linder, Michael Criss, Geo Price, Suzie Haynes, Sherry Wright-Moore, Rodolfo Callwood, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 7:00 p.m.

ADDITIONS/DELETIONS TO AGENDA

Ms. Almeida stated that Case # 07-52MA had a public hearing on September 25th and is up for 1st Reading and Case # 07-57MA the ordinance attached needs to be modified.

MAP AMENDMENTS

07-52MA, Ashley Oaks Development, Mike Shelley (29.30 Acres), M-1 to RS-LD, Single Family Residential, 17700-01-13 (p), Wilson Blvd. & Farrow Rd.

Ms. Dickerson moved, seconded by Ms. Scott, to approve the re-zoning request with the stipulation they join the homeowners association.

The vote in favor was unanimous.

07-43MA, Oak Hills, PDD to an Amended PDD, Golf Course w/ Mixed Use Development, 09600-02-13 & 09600-03-01, 02, 03

Mr. McEachern opened the floor to the public hearing.

The citizens that signed up to speak in favor of this item declined to speak at this time.

The floor to the public hearing was closed.

Mr. Malinowski moved, seconded by Ms. Scott, to approve the re-zoning request for First Reading pending the completion of the Development Review Team requirements and proposed PDD conditions. The vote in favor was unanimous.

07-44MA, Garden Valley Subdivision, M-1 to PDD (7.33 Acres), Single Family Residential, 22906-03-48, 49, North Springs Rd.

Mr. McEachern opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Ms. Hutchinson moved, seconded by Mr. Jeter, to approve the re-zoning request for First Reading. A discussion took place.

The vote in favor was unanimous.

07-53MA, Church Properties, LLC, Viji Sashikant, NC to GC (.46 Acres), Home Cleaning Service, 16415-07-03, 1518 Leesburg Rd.

Mr. McEachern opened the floor to the public hearing.

The citizen signed up to speak in favor of this item declined to speak at this time.

The floor to the public hearing was closed.

Mr. Jackson moved, seconded by Ms. Scott, to approve the re-zoning request for First Reading.

The vote in favor was unanimous.

07-56MA, Saluda Dam, LLC, Mark Richardson, HI to GC (20.68 Acres), Residential Multi-Family Use, 07315-01-01 & 02, 4120 River Drive

Mr. McEachern opened the floor to the public hearing.

The citizens signed up to speak in favor of this item declined to speak at this time.

The floor to the public hearing was closed.

Mr. Livingston moved, seconded by Ms. Scott, to approve the re-zoning request for First Reading. The vote in favor was unanimous.

07-57MA, Stan Mack, RU to GC (3.72 Acres), RV Sales & Storage, 01502-01-01 & 02, Walter McCartha Rd.

Mr. McEachern opened the floor to the public hearing.

The citizens signed up to speak against this item declined to speak at this time.

The floor to the public hearing was closed.

Mr. Malinowski moved, seconded by Ms. Jackson, to deny the re-zoning request. The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 7:09 p.m.

Submitted respectfully by,

Joseph McEachern
Chair

The minutes were transcribed by Michelle M. Onley

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-07HR

AN ORDINANCE ESTABLISHING POLICIES AND PROCEDURES TO BE
FOLLOWED IN CONNECTION WITH CONDUIT FINANCINGS

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

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

(a) The County is authorized under State and Federal law to serve as a conduit issuer of tax exempt and taxable obligations ("Conduit Financing");

(b) In a Conduit Financing, the County issues limited obligations payable only from specific sources of revenue identified in the financing documents as "Pledged Revenues";

(c) In a Conduit Financing, the County does not pledge its full faith, credit and taxing power and has no responsibility to make any payments from sources other than Pledged Revenues;

(d) While there is no financial responsibility on the part of the County or its taxpayers in connection with Conduit Financings, there are substantial costs to the County in processing the requests for and documents relating to Conduit Financings; and

(e) It is in the best interest of the County to establish policies and procedures under which the County will consider serving as the issuer in a Conduit Financing.

SECTION 2. Establishment of Procedure.

(a) Application process.

(1) Each request for a Conduit Financing must be commenced by the filing of a written application with the County Administrator's office. The application shall provide applicant and project information and be in such form as the County Administrator shall determine.

(b) The application shall be accompanied by a non-refundable application fee in the amount of \$1,000. In the event that the application is accepted and the obligation issued, the application fee shall be counted as a credit toward the administrative fee required pursuant to Section 4 hereof.

(b) Committee Review. Each request for a Conduit Financing shall be submitted for review and recommendation to the County's Joint Bond Review Committee or such other

committee as County Council deems appropriate. The Joint Bond Review Committee or other committee shall review the proposed transaction for compliance with the County's Conduit Financing policies and procedures.

SECTION 3. Establishment of Policy.

(a) It shall be the policy of the County to serve as issuer in a Conduit Financing only if the following criteria are met:

- (1) The purpose of the proposed financing must meet a public purpose;
- (2) The structure of the financing must include either credit enhancement or the financing must be a private placement;
- (3) The limit on the County's liability to make payments only from Pledged Revenues must be clearly reflected in the structure and documents relating to the transaction.
- (4) The general creditworthiness of the transaction must be apparent.
- (5) The documents relating to the transaction must be reviewed by one of the County's bond counsel firms; and
- (6) Provisions for payment of all of the County's costs, including ongoing administrative costs, must be made in the documents.

(b) In determining whether to serve as the issuer in a Conduit Financing, the County may take into account the following considerations:

- (1) Size of proposed transaction
- (2) Length of maturity schedule;
- (3) Provision for a reserve fund;
- (4) Experience of members of financing team; and
- (5) Any other factor deemed relevant.

SECTION 4. Administrative Fees. An Administrative Fee of one-twentieth (1/20) of one percent, or .0005, shall be charged for the first fifteen million dollars (\$15,000,000.00) of the par amount of the Conduit Financing authorized to be issued by the County Council, and subsequently issued, with revenues accruing to the general fund of the County. This fee shall be considered as reimbursement to the County for all direct and indirect expenses incurred in the issuance of such Conduit Financing, including the time of all elected and appointed officials, fees

and expenses of the County attorney's office, travel costs to closings, clerical costs, copying costs, and all other necessary and proper costs in connection with the County.

SECTION 5. Selection of Bond Counsel and/or Financial Advisor; Payment of Expenses. The expense of any bond counsel or any financial or investment advisors employed by the applicant in connection with a Conduit Financing shall be in addition to the fees as outlined in Section 4, and shall be additional expenses of the applicant. The County shall reserve the right to approve any firms selected by the applicant as bond counsel or as financial/investment advisor. The expense of the County's bond counsel as required by the County, for processing of such Conduit Financing and/or in response to an audit of such Conduit Financing, shall be additional expense of the applicant.

SECTION 6. Miscellaneous. All rules, regulations, resolutions and parts thereof, procedural or otherwise, 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 adoption.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Joseph McEachern, Chairman
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF
_____, 2007

Michielle R. Cannon-Finch
Clerk of County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: October 2, 2007
Second Reading: October 16, 2007
Public Hearing: November 6, 2007 (tentative)
Third Reading: November 6, 2007 (tentative)

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-07HR

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS OF RICHLAND COUNTY, SOUTH CAROLINA, TO BE ISSUED IN ONE OR MORE SERIES, WITH APPROPRIATE SERIES DESIGNATIONS IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$5,000,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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

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

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

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

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

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

(e) The approximate assessed value of all the taxable property in the County as of June 30, 2007, for purposes of computation of the County's constitutional debt limit, is \$1,223,874,800 which excludes exempt manufacturing property. Eight percent of such sum is \$97,909,184. As of the date hereof, the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is \$43,377,200. Thus, the County may incur not exceeding \$54,531,984 of additional general obligation debt within its applicable debt limitation. The County also intends to issue not exceeding \$8,475,000 general obligation bond anticipation bonds which will be subject to its constitutional

debt limit, thereby reducing its constitutional debt limit by the amount of bond anticipation notes actually issued.

(f) It is now in the best interest of the County for the County Council to provide for the issuance and sale of not exceeding \$5,000,000 general obligation bonds of the County pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina, the proceeds of which will be used to provide funds for (i) the acquisition of vehicles for use by the Sheriff's Department for fiscal year 2007-2008; the acquisition of land and construction of a public safety facility; and to defray a portion of the costs of expansion of the City of Columbia's Animal Shelter; (ii) paying costs of issuance of the bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

SECTION 2. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$5,000,000 aggregate principal amount of general obligation bonds of the County to be designated "Not exceeding \$5,000,000 (or such other amount as may be issued) General Obligation Bonds of Richland County, South Carolina" (the "Bonds") for the purpose stated in Section 1(f) of this Ordinance.

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

Without further authorization, the County Council hereby delegates to the Administrator the authority to determine (a) the maturity dates of the Bonds and the respective principal amounts maturing on such dates; (b) the interest payment dates of the Bonds; (c) redemption provisions, if any, for the Bonds; (d) the time and date of sale of the Bonds; and (e) the registrar/paying agent for the Bonds, subject to the terms and conditions stated below. The County Council further delegates to the Administrator the authority to receive bids on behalf of County Council and the authority to award the Bonds to the lowest bidder therefor, provided the true interest cost does not exceed 6%. After the sale of the Bonds, the Administrator shall submit a written report to County Council setting forth the details of the Bonds as set forth in this paragraph.

With the advice of Bond Counsel, the County Administrator is further authorized to cause the Bonds to be issued with other tax-exempt bonds authorized by County Council under separate ordinance with an appropriate series designation.

Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. The Registrar/Paying Agent shall be a bank, trust company, depository or transfer agent located either within or without the State of South Carolina.

SECTION 3. Registration, Transfer and Exchange of Bonds. The County shall cause books (herein referred to as the "registry books") to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

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

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

SECTION 4. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date on such Bond or in the case of any proposed redemption of Bonds, such record date shall be the fifteenth (15th) day prior to the giving of notice of redemption of bonds.

SECTION 5. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

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

SECTION 6. Execution of Bonds. The Bonds shall be executed in the name of the County with the facsimile signature of the Chair of the County Council attested by the facsimile signature of the Clerk of the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds may be those of the officers who are in office on the date of adoption of this Ordinance. The execution of the Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 7. Form of Bonds. The Bonds and the certificate of authentication shall be in substantially the form as set forth in Exhibit A attached hereto and incorporated herein by reference.

SECTION 8. Security for Bonds. The full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The County Council, acting through its Chair, shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

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

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

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

(b) Payment of the principal of and interest on such Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Paying Agent in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of

the Paying Agent. At such time as the Bonds shall no longer be deemed to be outstanding hereunder, such Bonds shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

"Government Obligations" shall mean any of the following:

- (a) Non-callable, direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States; and
- (b) Non-callable, U.S. Treasury Securities - State and Local Government Series ("SLGS").

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

SECTION 12. Eligible Securities. The Bonds initially issued (the "Initial Bonds") will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York ("DTC"), and transfers of beneficial ownership of the Initial Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of Bonds of the same maturity or any integral multiple of \$5,000.

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

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

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

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Bonds might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Bonds by mailing an appropriate notice to DTC, upon receipt by the County of the Initial Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC

participants Bonds in fully-registered form, in substantially the form set forth in Section 2 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

SECTION 13. Sale of Bonds, Form of Notice of Sale. The Bonds shall be offered for public sale on the date and at the time designated by the Administrator. A Notice of Sale shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper of general circulation in the State of South Carolina and/or in a financial publication published in the City of New York not less than seven (7) days prior to the date set for such sale.

The Notice of Sale shall be in substantially the form as set forth in Exhibit C attached hereto and incorporated herein by reference.

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

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

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

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

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

(b) Accrued interest, if any, shall be applied to the payment of the first installment of interest to become due on the Bonds; and

(c) The balance of the proceeds shall be applied for the purposes set forth in this Ordinance and to defray the costs and expenses of issuing the Bonds.

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

SECTION 19. Tax Covenants. The County covenants that no use of the proceeds of the sale of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of such Bonds would have caused the Bonds to be "arbitrage bonds", as defined in Section 148 of the Internal Revenue Code of 1986 (the "IRC"), and to that end the County hereby shall:

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

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

(c) Make such reports of such information at the times and places required by the IRC; and

(d) Not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the bondholders for federal income tax purposes pursuant to the provisions of the IRC and regulations promulgated thereunder in effect on the date of original issuance of the Bonds.

SECTION 20. Miscellaneous. The County Council hereby authorizes any one or more of the following officials to execute such documents and instruments as necessary to effect the issuance of the Bonds: Chair of the County Council, County Administrator, Clerk to the County Council and County Attorney. The County Council hereby retains McNair Law Firm, P.A. as bond counsel in connection with the issuance of the Bonds.

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

Enacted this ____ day of _____, 2007.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Joseph McEachern, Chairman
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF

_____, 2007:

Michielle R. Cannon-Finch
Clerk of County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Date of First Reading:	October 2, 2007
Date of Second Reading:	October 16, 2007
Publication of Notice of Public Hearing:	October 19, 2007
Date of Public Hearing:	November 6, 2007 (Tentative)
Date of Third Reading:	November 6, 2007 (Tentative)

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
GENERAL OBLIGATION BONDS, SERIES 2007__

No. R-

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>ORIGINAL</u> <u>ISSUE DATE</u>	<u>CUSIP</u>
--------------------------------	--------------------------------	--------------------------------------	--------------

REGISTERED HOLDER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

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

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

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

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating _____ Dollars (\$ _____), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title

11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and Ordinance No. _____ duly enacted by the County Council on _____, 2007.

[Redemption Provisions]

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)
ATTEST:

Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

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

_____ as Registrar

By: _____ Authorized Officer

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

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the entireties

_____ Custodian _____
(Cust.) (Minor)

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

under Uniform Gifts to Minors

(State)

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

[FORM OF ASSIGNMENT]

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

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

Dated:

Signature Guaranteed:

(Authorizing Officer)

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

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

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

[FORM OF CERTIFICATE]

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

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Clerk, County Council

FORM OF NOTICE

NOTICE IS HEREBY GIVEN that the County Council (the "County Council") of Richland County, South Carolina (the "County"), on _____, 2007, enacted Ordinance No. _____ entitled "AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS OF RICHLAND COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$5,000,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE ADMINISTRATOR OF THE COUNTY TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO" (the "Ordinance"). The Ordinance authorizes the issuance and approves the sale of not to exceed \$5,000,000 General Obligation Bonds (the "Bonds") of the County.

The proceeds of the Bond will be used to provide funds for (i) the acquisition of vehicles for use by the Sheriff's Department for fiscal year 2007-2008; the acquisition of land and construction of a public safety facility; and to defray a portion of the costs of expansion of the City of Columbia's Animal Shelter; (ii) paying costs of issuance of the bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

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

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

FORM OF NOTICE OF SALE

\$ _____ GENERAL OBLIGATION BONDS, SERIES 2007 __
OF RICHLAND COUNTY, STATE OF SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that sealed bids, facsimile bids and electronic bids will be received on behalf of Richland County, South Carolina (the "County") in the Administrative Conference Room, 4th Floor, 2020 Hampton Street, Columbia, South Carolina, until 12:00 Noon, South Carolina time, on _____, _____, 2007, at which time said proposals will be publicly opened for the purchase of \$ _____ General Obligation Bonds, Series 2007 __, of the County (the "Bonds").

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for \$ _____ General Obligation Bonds, Series 2007 __, Richland County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof.

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

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

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

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

The Bonds will be issued in fully-registered form registered as to principal and interest; will be dated _____, 2007; will be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing in each year; and will mature serially in successive annual installments on _____ in each of the years and in the principal amounts as follows:

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

[Redemption Provisions]

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

Registrar/Paying Agent: Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. Within twenty-four (24) hours of the sale of the Bonds, The County will designate a registrar and paying agent ("Registrar/Paying Agent") for the Bonds. The Registrar/Paying Agent is a bank, trust company, depository or transfer agent organized under the laws of the State of South Carolina or the laws of the United States of America.

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

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

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

principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Good Faith Deposit: No good faith deposit is required.

Bid Form: Proposals should be enclosed in a separate sealed envelope marked "Proposal for \$ _____ General Obligation Bonds, Series 2007 __, of Richland County, South Carolina" and should be directed to the Chair of the County Council at the address in the first paragraph hereof. It is requested but not required that you submit your bid on the Proposal for Purchase of Bonds supplied with the Official Statement.

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

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

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

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

Delivery: The Bonds will be delivered on or about _____, 2007, in New York, New York, at the expense of the County. The balance of the purchase price then due, including the amount of accrued interest, must be paid in federal funds or other immediately available funds.

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

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

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the “Disclosure Agreement”), dated as of _____, 2007, is executed and delivered by Richland County, South Carolina (the “Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the “Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (hereinafter defined) of the Bonds (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the “Rule”).

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

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

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

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

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

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

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

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

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

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

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

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

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

“National Repository” means any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule. The list of National Repositories maintained by the United States Securities and Exchange Commission shall be conclusive for purposes of determining National Repositories. Currently, the following are National Repositories:

1. DPC Data Inc.
One Executive Drive
Fort Lee, New Jersey 07024
(201) 346-0701 (phone)
(201) 947-0107 (fax)
Email: nrmsir@dpccdata.com
2. Interactive Data Pricing and Reference Data, Inc.
Attn: NRMSIR
100 William Street, 15th Floor
New York, New York 10038
(212) 771-6999; (800) 689-8466 (phone)
(212) 771-7390
Email: NRMSIR@interactivedata.com
3. Bloomberg Municipal Repository
100 Business Park
Skillman, NJ 08558
(609) 279-3225 (phone)
(609) 279-5962 (fax)
Email: Munis@Bloomberg.com
4. Standard & Poor’s Securities Evaluations, Inc.
55 Water Street
45th Floor
New York, New York 10041
(212) 438-4595 (phone)
(212) 438-3975 (fax)
Email: nrmsir_repository@sandp.com

“Official Statement” means that Official Statement prepared by the Issuer in connection with the Bonds as listed on Appendix A.

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

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

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

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

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

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than 30 days prior to the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to each National Repository and the State Depository (if any) not later than 210 days after the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2008. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure

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

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

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

(e) The Disclosure Dissemination Agent shall:

- (i) determine the name and address of each Repository each year prior to the Annual Filing Date;
- (ii) upon receipt, promptly file each Annual Report received under Section 2(a) with each National Repository, and the State Depository, (if any);
- (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with each National Repository, and the State Depository (if any);
- (iv) upon receipt, promptly file the text of each disclosure to be made with each National Repository or the MSRB and the State Depository (if any) together with a completed copy of the MSRB Material Event Notice Cover Sheet in the form attached as Exhibit C, describing the event by checking the box indicated below when filing pursuant to the Section of this Disclosure Agreement indicated:
 1. “Principal and interest payment delinquencies,” pursuant to Sections 4(c) and 4(a)(1);
 2. “Non-Payment related defaults,” pursuant to Sections 4(c) and 4(a)(2);
 3. “Unscheduled draws on debt service reserves reflecting financial difficulties,” pursuant to Sections 4(c) and 4(a)(3);
 4. “Unscheduled draws on credit enhancements reflecting financial difficulties,” pursuant to Sections 4(c) and 4(a)(4);
 5. “Substitution of credit or liquidity providers, or their failure to perform,” pursuant to Sections 4(c) and 4(a)(5);

6. "Adverse tax opinions or events affecting the tax-exempt status of the security," pursuant to Sections 4(c) and 4(a)(6);
7. "Modifications to rights of securities holders," pursuant to Sections 4(c) and 4(a)(7);
8. "Bond calls," pursuant to Sections 4(c) and 4(a)(8);
9. "Defeasances," pursuant to Sections 4(c) and 4(a)(9);
10. "Release, substitution, or sale of property securing repayment of the securities," pursuant to Sections 4(c) and 4(a)(10);
11. "Ratings changes," pursuant to Sections 4(c) and 4(a)(11);
12. "Failure to provide annual financial information as required," pursuant to Section 2(b)(ii) or Section 2(c), together with a completed copy of Exhibit B to this Disclosure Agreement;
13. "Other material event notice (specify)," pursuant to Section 7 of this Agreement, together with the summary description provided by the Disclosure Representative.

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

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

SECTION 3. Content of Annual Reports.

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

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

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

SECTION 4. Reporting of Notice Events.

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

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

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

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within five business days of receipt of such notice, instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c), together with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information.

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure

Dissemination Agent shall promptly file a notice of such occurrence with the State Depository (if any) and (i) each National Repository, or (ii) the MSRB.

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

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

SECTION 7. Voluntary Reports.

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

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

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

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

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

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

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

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

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

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder,

and neither of them shall incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The fees and expenses of such counsel shall be payable by the Issuer.

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

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

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

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

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

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

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

By: _____
Name: _____
Title: _____

RICHLAND COUNTY, SOUTH CAROLINA,
as Issuer

By: _____
Name: _____
Title: _____

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer Richland County, South Carolina
Obligated Person(s) Daniel Driggers, Finance Director
Name of Bond Issue: General Obligation Bonds, Series 2007____, \$_____
Date of Issuance: _____, 2007
Date of Official Statement _____, 2007

CUSIP Number: _____ CUSIP Number: _____

EXHIBIT B

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer Richland County, South Carolina
Obligated Person(s) Daniel Driggers, Finance Director
Name of Bond Issue: General Obligation Bonds, Series 2007 __, \$ _____
Date of Issuance: _____, 2007
Date of Official Statement: _____, 2007

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement, dated as of _____, 2007, between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____.

Dated: _____

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

cc: Issuer
 Obligated Person

FORM OF NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Richland, South Carolina (the "County"), in County Council Chambers located at 2020 Hampton Street, Columbia, South Carolina, at 6:00 p.m. on November 6, 2007, or at such other location as proper notice on the main entrance to the said building might specify.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Bonds of Richland County, South Carolina in the aggregate principal amount of not to exceed \$5,000,000 (the "Bonds"), the proceeds of which will be used to provide funds for (i) the acquisition of vehicles for use by the Sheriff's Department for fiscal year 2007-2008; the acquisition of land and construction of a public safety facility; and to defray a portion of the costs of expansion of the City of Columbia's Animal Shelter; (ii) paying costs of issuance of the bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

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

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

COUNTY COUNCIL OF RICHLAND COUNTY,
SOUTH CAROLINA

s/ _____
Chair

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-07HR

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT EXCEEDING \$6,975,000 GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, WITH ONE SERIES BEING TAXABLE, WITH APPROPRIATE SERIES DESIGNATIONS, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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

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

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

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

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

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

(e) The approximate assessed value of all the taxable property in the County as of June 30, 2007, for purposes of computation of the County's constitutional debt limit, is \$1,223,874,800 which excludes exempt manufacturing property. Eight percent of such sum is \$97,909,184. As of the date hereof, the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is \$43,377,200. Thus, the County may incur not exceeding \$54,531,984 of additional general obligation debt within its applicable debt limitation. The County also intends to issue not

exceeding \$11,975,000 general obligation bonds which will be subject to its constitutional debt limit, thereby reducing its constitutional debt limit by the amount of bond anticipation notes actually issued.

(f) The County, the City of Columbia and the University of South Carolina (the "University") have entered into a Memorandum of Understanding and Intergovernmental Agreement (the "Agreement") executed on May 31, 2005, June 4, 2005 and June 4, 2005, respectively. Under the terms of the Agreement the County has agreed to provide financing in an amount not to exceed \$7,750,000 to pay a portion of the cost of constructing certain parking facilities to serve occupants in certain buildings to be constructed in conjunction with the University's research campus. One of the parking facilities will provide parking for a University- owned approximately 125,000-square-foot wet/dry lab building and a privately owned approximately 110,000-square-foot office/dry lab building located in the Horizon Center block of the research campus. In order to assist the University in implementing its new research campus, the County will issue its Series 2006 Notes, the proceeds of which shall be applied to defray a portion of the costs of constructing and equipping an approximately 1,000-car parking garage and plaza to facilitate, primarily, parking for the Horizon Center.

(g) On December 12, 2006, in anticipation of the issuance of the Bonds, the County issued its \$3,760,000 General Obligation Bond Anticipation Notes, Series 2006A, and its \$2,840,000 General Obligation Bond Anticipation Notes, Taxable Series 2006B (the "2006 Notes").

(h) It is in the best interest of the County to provide for the issuance and sale of general obligation bonds of the County in the principal amount of not to exceed \$6,975,000, in one or more series, with one series being taxable, with appropriate series designations, the proceeds of which will be used to pay at maturity on December 12, 2007, the principal and interest due on the 2006 Notes; and to pay costs of issuance of the Bonds.

SECTION 2. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$6,975,000 aggregate principal amount of general obligation bonds of the County to be designated "Not exceeding \$6,975,000 (or such other amount as may be issued), General Obligation Bonds of Richland County, South Carolina" (the "Bonds") for the purpose stated in Section 1(h) of this Ordinance.

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

Without further authorization, the County Council hereby delegates to the Administrator the authority to determine (a) the maturity dates of the Bonds and the respective principal amounts maturing on such dates; (b) the interest payment dates of the Bonds; (c) redemption provisions, if any, for the Bonds; (d) the time and date of sale of the Bonds; and (e) the registrar/paying agent for the Bonds, subject to the terms and conditions stated below. The County Council further delegates to the Administrator the authority to receive bids on behalf of County Council and the authority to award the Bonds to the lowest bidder therefor, provided the true interest cost does not exceed 6%. After the sale of the Bonds, the Administrator shall submit a written report to County Council setting forth the details of the Bonds as set forth in this paragraph.

With the advice of Bond Counsel, the County Administrator is further authorized to cause the Bonds to be issued with other tax-exempt bonds authorized by County Council under separate ordinance with an appropriate series designation.

Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. The Registrar/Paying Agent shall be a bank, trust company, depository or transfer agent located either within or without the State of South Carolina.

SECTION 3. Registration, Transfer and Exchange of Bonds. The County shall cause books (herein referred to as the "registry books") to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

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

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

SECTION 4. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date on such Bond or in the case of any proposed redemption of Bonds, such record date shall be the fifteenth (15th) day prior to the giving of notice of redemption of bonds.

SECTION 5. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond,

or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

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

SECTION 6. Execution of Bonds. The Bonds shall be executed in the name of the County with the facsimile signature of the Chair of the County Council attested by the facsimile signature of the Clerk of the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds may be those of the officers who are in office on the date of adoption of this Ordinance. The execution of the Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 7. Form of Bonds. The Bonds and the certificate of authentication shall be in substantially the form as set forth in Exhibit A attached hereto and incorporated herein by reference.

SECTION 8. Security for Bonds. The full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The County Council, acting through its Chair, shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

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

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

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

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

"Government Obligations" shall mean any of the following:

- (a) Non-callable, direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States; and
- (b) Non-callable, U.S. Treasury Securities - State and Local Government Series ("SLGS").

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

SECTION 12. Eligible Securities. The Bonds initially issued (the "Initial Bonds") will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York ("DTC"), and transfers of beneficial ownership of the Initial Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of Bonds of the same maturity or any integral multiple of \$5,000.

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

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

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

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

SECTION 13. Sale of Bonds, Form of Notice of Sale. The Bonds shall be offered for public sale on the date and at the time designated by the Administrator. A Notice of Sale shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper of general circulation in the State of South Carolina and/or in a financial publication published in the City of New York not less than seven (7) days prior to the date set for such sale.

The Notice of Sale shall be in substantially the form as set forth in Exhibit C attached hereto and incorporated herein by reference.

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

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

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

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

- (a) Any premium shall be placed in the sinking fund established pursuant to Section 4-15-150 of the Code;
- (b) Accrued interest, if any, shall be applied to the payment of the first installment of interest to become due on the Bonds; and
- (c) The balance of the proceeds shall be applied for the purposes set forth in this Ordinance and to defray the costs and expenses of issuing the Bonds.

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

SECTION 19. Tax Covenants. The County covenants that no use of the proceeds of the sale of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of such Bonds would have caused the Bonds to be "arbitrage bonds", as defined in Section 148 of the Internal Revenue Code of 1986 (the "IRC"), and to that end the County hereby shall:

- (a) Comply with the applicable provisions of Section 103 and Sections 141 through 150 of the IRC and any regulations promulgated thereunder so long as any of the Bonds are outstanding;
- (b) Establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the IRC relating to required rebates of certain amounts to the United States;
- (c) Make such reports of such information at the times and places required by the IRC; and
- (d) Not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the bondholders for federal income tax purposes pursuant to the provisions of the IRC and regulations promulgated thereunder in effect on the date of original issuance of the Bonds.

SECTION 20. Miscellaneous. The County Council hereby authorizes any one or more of the following officials to execute such documents and instruments as necessary to effect the issuance of the Bonds: Chair of the County Council, County Administrator, Clerk to the County Council and County Attorney. The County Council hereby retains McNair Law Firm, P.A. as bond counsel in connection with the issuance of the Bonds.

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

Enacted this ____ day of _____, 2007.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Joseph McEachern, Chairman
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF
_____, 2007:

Michielle R. Cannon-Finch
Clerk of County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Date of First Reading:	October 2, 2007
Date of Second Reading:	October 16, 2007
Publication of Notice of Public Hearing:	October 19, 2007
Date of Public Hearing:	November 6, 2007 (Tentative)
Date of Third Reading:	November 6, 2007 (Tentative)

FORM OF BOND

UNITED STATES OF AMERICA
 STATE OF SOUTH CAROLINA
 COUNTY OF RICHLAND
 GENERAL OBLIGATION BONDS, SERIES 2007__

No. R-

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>ORIGINAL</u> <u>ISSUE DATE</u>	<u>CUSIP</u>
--------------------------------	--------------------------------	--------------------------------------	--------------

REGISTERED HOLDER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

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

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

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

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating _____ Dollars (\$ _____), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title

11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and Ordinance No. _____ duly enacted by the County Council on _____, 2007.

[Redemption Provisions]

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)
ATTEST:

Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

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

_____ as Registrar

By: _____ Authorized Officer

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

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the entireties

_____ Custodian _____
(Cust.) (Minor)

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

under Uniform Gifts to Minors

_____ (State)

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

[FORM OF ASSIGNMENT]

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

_____ (Name and address of Transferee)

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

Dated:

_____ Signature Guaranteed:

_____ (Authorizing Officer)

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

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

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

[FORM OF CERTIFICATE]

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

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Clerk, County Council

FORM OF NOTICE

NOTICE IS HEREBY GIVEN that the County Council (the "County Council") of Richland County, South Carolina (the "County"), on _____, 2007, enacted Ordinance No. _____ entitled "AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS OF RICHLAND COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$6,975,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE ADMINISTRATOR OF THE COUNTY TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO" (the "Ordinance"). The Ordinance authorizes the issuance and approves the sale of not to exceed \$6,975,000 General Obligation Bonds (the "Bonds") of the County.

The proceeds of the Bond will be used to provide funds to pay at maturity on December 12, 2007, the principal and interest due on the County's \$3,760,000 General Obligation Bond Anticipation Notes, Series 2006A, and its \$2,840,000 General Obligation Bond Anticipation Notes, Taxable Series 2006B, and to pay costs of issuance of the Bonds.

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

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

FORM OF NOTICE OF SALE

\$ _____ GENERAL OBLIGATION BONDS, SERIES 2007 _____
OF RICHLAND COUNTY, STATE OF SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that sealed bids, facsimile bids and electronic bids will be received on behalf of Richland County, South Carolina (the "County") in the Administrative Conference Room, 4th Floor, 2020 Hampton Street, Columbia, South Carolina, until 12:00 Noon, South Carolina time, on _____, _____, 2007, at which time said proposals will be publicly opened for the purchase of \$ _____ General Obligation Bonds, Series 2007 _____, of the County (the "Bonds").

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for \$ _____ General Obligation Bonds, Series 2007 _____, Richland County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof.

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

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

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

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

The Bonds will be issued in fully-registered form registered as to principal and interest; will be dated _____, 2007; will be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing in each year; and will mature serially in successive annual installments on _____ in each of the years and in the principal amounts as follows:

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

[Redemption Provisions]

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

Registrar/Paying Agent: Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. Within twenty-four (24) hours of the sale of the Bonds, The County will designate a registrar and paying agent ("Registrar/Paying Agent") for the Bonds. The Registrar/Paying Agent is a bank, trust company, depository or transfer agent organized under the laws of the State of South Carolina or the laws of the United States of America.

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

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

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

principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Good Faith Deposit: No good faith deposit is required.

Bid Form: Proposals should be enclosed in a separate sealed envelope marked "Proposal for \$ _____ General Obligation Bonds, Series 2007 ____, of Richland County, South Carolina" and should be directed to the Chair of the County Council at the address in the first paragraph hereof. It is requested but not required that you submit your bid on the Proposal for Purchase of Bonds supplied with the Official Statement.

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

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

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

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

Delivery: The Bonds will be delivered on or about _____, 2007, in New York, New York, at the expense of the County. The balance of the purchase price then due, including the amount of accrued interest, must be paid in federal funds or other immediately available funds.

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

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

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the “Disclosure Agreement”), dated as of _____, 2007, is executed and delivered by Richland County, South Carolina (the “Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the “Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (hereinafter defined) of the Bonds (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the “Rule”).

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

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

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

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

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

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

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

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

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

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

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

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

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

“National Repository” means any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule. The list of National Repositories maintained by the United States Securities and Exchange Commission shall be conclusive for purposes of determining National Repositories. Currently, the following are National Repositories:

1. DPC Data Inc.
One Executive Drive
Fort Lee, New Jersey 07024
(201) 346-0701 (phone)
(201) 947-0107 (fax)
Email: nrmsir@dpdata.com

2. FT Interactive Data
Attn: NRMSIR
100 William Street
New York, New York 10038
(212) 771-6999 (phone)
(212) 771-7390 (fax for secondary market information)
(212) 771-7391 (fax for primary market information)
Email: NRMSIR@FTID.com

3. Bloomberg Municipal Repository
100 Business Park
Skillman, NJ 08558
(609) 279-3225 (phone)
(609) 279-5962 (fax)
Email: Munis@Bloomberg.com

4. Standard & Poor’s J.J. Kenny Repository
55 Water Street
45th Floor
New York, New York 10041
(212) 438-4595 (phone)
(212) 438-3975 (fax)
Email: nrmsir_repository@sandp.com

“Official Statement” means that Official Statement prepared by the Issuer in connection with the Bonds as listed on Appendix A.

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

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

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

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

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

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than 30 days prior to the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to each National Repository and the State Depository (if any) not later than 210 days after the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2005. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure

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

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

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

(e) The Disclosure Dissemination Agent shall:

- (i) determine the name and address of each Repository each year prior to the Annual Filing Date;
- (ii) upon receipt, promptly file each Annual Report received under Section 2(a) with each National Repository, and the State Depository, (if any);
- (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with each National Repository, and the State Depository (if any);
- (iv) upon receipt, promptly file the text of each disclosure to be made with each National Repository or the MSRB and the State Depository (if any) together with a completed copy of the MSRB Material Event Notice Cover Sheet in the form attached as Exhibit C, describing the event by checking the box indicated below when filing pursuant to the Section of this Disclosure Agreement indicated:
 1. “Principal and interest payment delinquencies,” pursuant to Sections 4(c) and 4(a)(1);
 2. “Non-Payment related defaults,” pursuant to Sections 4(c) and 4(a)(2);
 3. “Unscheduled draws on debt service reserves reflecting financial difficulties,” pursuant to Sections 4(c) and 4(a)(3);
 4. “Unscheduled draws on credit enhancements reflecting financial difficulties,” pursuant to Sections 4(c) and 4(a)(4);
 5. “Substitution of credit or liquidity providers, or their failure to perform,” pursuant to Sections 4(c) and 4(a)(5);

6. "Adverse tax opinions or events affecting the tax-exempt status of the security," pursuant to Sections 4(c) and 4(a)(6);
7. "Modifications to rights of securities holders," pursuant to Sections 4(c) and 4(a)(7);
8. "Bond calls," pursuant to Sections 4(c) and 4(a)(8);
9. "Defeasances," pursuant to Sections 4(c) and 4(a)(9);
10. "Release, substitution, or sale of property securing repayment of the securities," pursuant to Sections 4(c) and 4(a)(10);
11. "Ratings changes," pursuant to Sections 4(c) and 4(a)(11);
12. "Failure to provide annual financial information as required," pursuant to Section 2(b)(ii) or Section 2(c), together with a completed copy of Exhibit B to this Disclosure Agreement;
13. "Other material event notice (specify)," pursuant to Section 7 of this Agreement, together with the summary description provided by the Disclosure Representative.

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

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

SECTION 3. Content of Annual Reports.

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

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

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

SECTION 4. Reporting of Notice Events.

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

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

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

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within five business days of receipt of such notice, instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c), together with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information.

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure

Dissemination Agent shall promptly file a notice of such occurrence with the State Depository (if any) and (i) each National Repository, or (ii) the MSRB.

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

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

SECTION 7. Voluntary Reports.

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

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

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

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

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

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

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

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

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

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder,

and neither of them shall incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The fees and expenses of such counsel shall be payable by the Issuer.

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

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

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

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

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

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

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

By: _____
Name: _____
Title: _____

RICHLAND COUNTY, SOUTH CAROLINA,
as Issuer

By: _____
Name: _____
Title: _____

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer Richland County, South Carolina
Obligated Person(s) Daniel Driggers, Finance Director
Name of Bond Issue: General Obligation Bonds, Series 2007 ____, \$ _____
Date of Issuance: _____, 2007
Date of Official Statement _____, 2007

CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
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CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____
CUSIP Number:	_____	CUSIP Number:	_____

EXHIBIT B
NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer Richland County, South Carolina
Obligated Person(s) Daniel Driggers, Finance Director
Name of Bond Issue: General Obligation Bonds, Series 2007 ____, \$ _____
Date of Issuance: _____, 2007
Date of Official Statement: _____, 2007

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement, dated as of June 9, 2004, between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____.

Dated: _____

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

cc: Issuer
 Obligated Person

FORM OF NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Richland, South Carolina (the "County"), in County Council Chambers located at 2020 Hampton Street, Columbia, South Carolina, at 6:00 p.m. on November 6, 2007, or at such other location as proper notice on the main entrance to the said building might specify.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Bonds of Richland County, South Carolina in the aggregate principal amount of not to exceed \$6,975,000 (the "Bonds"), the proceeds of which will be used to provide funds to pay at maturity on December 12, 2007, the principal and interest due on the County's \$3,760,000 General Obligation Bond Anticipation Notes, Series 2006A, and its \$2,840,000 General Obligation Bond Anticipation Notes, Taxable Series 2006B, and to pay costs of issuance of the Bonds.

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

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

COUNTY COUNCIL OF RICHLAND COUNTY,
SOUTH CAROLINA

s/ _____
Chair

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-07HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 17700-01-13 FROM M-1 (LIGHT INDUSTRIAL DISTRICT) TO RS-LD (RESIDENTIAL, SINGLE-FAMILY – LOW DENSITY DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 17700-01-13 from M-1 (Light Industrial District) zoning to RS-LD (Residential, Single-Family – Low Density District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2007.

RICHLAND COUNTY COUNCIL

By: _____
Joseph McEachern, Chair

Attest this _____ day of
_____, 2007.

Michielle R. Cannon-Finch
Clerk of Council

Public Hearing: September 25, 2007
First Reading: October 23, 2007
Second Reading: November 6, 2007 (tentative)
Third Reading:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ___-07HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS TMS # 09600-02-13 AND TMS # 09600-03-01/02/03 FROM PDD (PLANNED DEVELOPMENT DISTRICT) TO AN AMENDED PDD (PLANNED DEVELOPMENT DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the properties described as TMS # 09600-02-13 and a TMS # 09600-03-01/02/03 (described in Exhibit A, which is attached hereto), from PDD (Planned Development District) zoning to an amended PDD (Planned Development District) zoning, as described herein.

Section II. PDD Site Development Requirements. The following site development requirements shall apply to the subject parcels:

- a) The applicant shall comply with the Master Plan (dated June 29, 2007 and revised through August 23, 2007) prepared for Columbia View LLC by The Landplan Group South, which was submitted to, and is on file in, the Richland County Planning & Development Services Department (hereinafter referred to as "PDS"), and is incorporated herein by reference, except as otherwise amended herein; and
- b) The site development shall be limited to:
 1. Eight hundred four (804) single-family units, with a minimum lot size of 6,050 square feet; and
 2. Seven hundred four (704) multi-family units, with a maximum density of eight (8) units per acre and a maximum of two hundred four (204) townhouse units; and
 3. Twenty-eight (28) acres of retirement campus, to include assisted living and skilled nursing facilities, with a maximum density of twelve (12) units per acre; and
 4. Three (3) acres reserved for county services and thirty (30) acres reserved for commercial uses; and
 5. Two hundred seventy-six (276) acres reserved and dedicated as open space, to include the existing golf course and the fifty-one (51) acre lake, stream wetlands, bicycle and walking trails, detention/retention areas, tree preservation areas, outdoor recreation and field sports, and landscaped islands; and
- c) Unless otherwise provided herein, all development shall conform to all current relevant land development regulations; and
- d) Proposed changes to the Master Plan shall be subject to the requirements of Section 26-59(j)(1) of the Richland County Land Development Code; and

- e) The applicant shall provide sidewalks, a minimum of five (5) feet in width, along all internal and external roads of the site; and
- f) Mitigation of traffic concerns shall be address through the submission of a Development Agreement; and
- g) Access to the subject site shall be limited to a total of four (4) curb cuts – one (1) on Boyle-Dubard Road, one (1) on Fairfield Road (aka U.S. Highway 321, and two (2) on Crane Church Road (as depicted on Exhibit B, which is attached hereto and incorporated herein); and
- h) The applicant, South Carolina Department of Transportation (SCDOT) staff, and PDS staff shall meet and a Development Agreement shall be provided to address the implementation of a “Traffic Management Plan”; and
- i) The applicant shall meet all minimum standards of Chapter 26 of the Richland County Code of Ordinances for parking, sidewalks and pedestrian amenities, signs, recreation/open space design, and operational standards to promote connectivity; and there shall be pedestrian access from all areas to recreation and commercial sections, which shall include sidewalks along external roadways; and
- j) If applicable, prior to approval of the preliminary subdivision plans, the applicant shall submit to the PDS written evidence of:
 - a. The U.S. Army Corps of Engineers’ approval of the wetlands delineation and/or encroachment permit, and
 - b. FEMA’s approval of the 100 year flood elevation statement; and
- k) Richland County shall not be responsible for the enforcement of any deed restrictions imposed by the applicant, the developer, or their successors in interest; and
- l) All site development requirements described above shall apply to the applicant, the developer, and/or their successors in interest; and

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

Section V. Effective Date. This ordinance shall be effective from and after _____, 2007.

RICHLAND COUNTY COUNCIL

By: _____
Joseph McEachern, Chair

Attest this _____ day of
_____, 2007.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: October 23, 2007
First Reading: October 23, 2007
Second Reading: November 6, 2007 (tentative)
Third Reading:

Exhibit A

Exhibit B

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ___-07HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS TMS # 22906-03-48/49 FROM M-1 (LIGHT INDUSTRIAL DISTRICT) TO A PDD (PLANNED DEVELOPMENT DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the properties described as TMS # 22906-03-48/49 (described in Exhibit A, which is attached hereto and incorporated herein), from M-1 (Light Industrial District) zoning to a PDD (Planned Development District) zoning, as described herein.

Section II. PDD Site Development Requirements. The following site development requirements shall apply to the subject parcels:

- a) The applicant shall comply with the Master Plan (dated May 29, 2007 and revised through September 12, 2007) prepared for PB & E, LLC c/o Mr. Elias Dib by W.K. Dickson & Co., Inc., which was submitted to, and is on file in, the Richland County Planning & Development Services Department (hereinafter referred to as "PDSD"), and is incorporated herein by reference, except as otherwise amended herein; and
- b) The site development shall be limited to:
 1. Thirty-one (31) single-family units, with a minimum lot size of 4,000 square feet; and
 2. Twenty-three and seven tenths percent (23.7%) or one and seventy-four hundredths (1.74) acres of open space/common area, inclusive of the proposed detention basin, shall be provided as depicted in Exhibit B, which is attached hereto and incorporated herein; and
- c) Unless otherwise provided herein, all development shall conform to all current relevant land development regulations; and
- d) Proposed changes to the Master Plan shall be subject to the requirements of Section 26-59(j)(1) of the Richland County Land Development Code; and
- e) The applicant shall provide sidewalks internally and along the site frontage of North Springs Road; and
- f) A berm or brick pier shall be provided along North Springs Road; and
- g) There shall be a minimum twenty (20) foot augmented buffer, with a specific planting schedule, along the outer perimeter of the property; and
- h) Access onto North Springs Road must be provided with a stop sign and controlled left and right turn lanes; and

- i) The applicant shall meet all minimum standards of Chapter 26 of the Richland County Code of Ordinances for parking, sidewalks and pedestrian amenities, signs, recreation/open space design, and operational standards to promote connectivity; and there shall be pedestrian access from all areas to recreation and commercial sections, which shall include sidewalks along external roadways; and
- j) If applicable, prior to approval of the preliminary subdivision plans, the applicant shall submit to the PDSO written evidence of:
 - a. The U.S. Army Corps of Engineers' approval of the wetlands delineation and/or encroachment permit, and
 - b. FEMA's approval of the 100 year flood elevation statement; and
- k) Richland County shall not be responsible for the enforcement of any deed restrictions imposed by the applicant, the developer, or their successors in interest; and
- l) All site development requirements described above shall apply to the applicant, the developer, and/or their successors in interest; and

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

Section V. Effective Date. This ordinance shall be effective from and after _____, 2007.

RICHLAND COUNTY COUNCIL

By: _____
Joseph McEachern, Chair

Attest this _____ day of
_____, 2007.

Michielle R. Cannon-Finch
Clerk of Council

Public Hearing: October 23, 2007
First Reading: October 23, 2007
Second Reading: November 6, 2007 (tentative)
Third Reading:

Exhibit A

Exhibit B

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-07HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 16415-07-03 FROM NC (NEIGHBORHOOD COMMERCIAL DISTRICT) TO GC (GENERAL COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 16415-07-03 from NC (Neighborhood Commercial District) zoning to GC (General Commercial District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2007.

RICHLAND COUNTY COUNCIL

By: _____
Joseph McEachern, Chair

Attest this _____ day of
_____, 2007.

Michielle R. Cannon-Finch
Clerk of Council

Public Hearing: October 23, 2007
First Reading: October 23, 2007
Second Reading: November 6, 2007 (tentative)
Third Reading:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-07IIR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS TMS # 07315-01-01/02 FROM HI (HEAVY INDUSTRIAL DISTRICT) TO GC (GENERAL COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real properties described as TMS # 07315-01-01/02 from HI (Heavy Industrial District) zoning to GC (General Commercial District) zoning.

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. This ordinance shall be effective from and after _____, 2007.

RICHLAND COUNTY COUNCIL

By: _____
Joseph McEachern, Chair

Attest this _____ day of
_____, 2007.

Michielle R. Cannon-Finch
Clerk of Council

Public Hearing: October 23, 2007
First Reading: October 23, 2007
Second Reading: November 6, 2007 (tentative)
Third Reading:



RICHLAND COUNTY COUNCIL

DEVELOPMENT AND SERVICES COMMITTEE

Bernice G. Scott
District 10

Joyce Dickerson
District 2

Norman Jackson, Chair
District 11

Bill Malinowski
District 1

Val Hutchinson
District 9

Tuesday, October 23, 2007
5:00 PM

Recommendations

I. Items for Action

- Consent A. Request from Aramark, LLC to permit soil and groundwater monitoring at Owens Downtown Airport** – The committee recommended that council approve the request from Aramark LLC for environmental monitoring, provided that any wells to be drilled at the airport must first be reviewed and approved by the Airport Manager and Department of Public Works. The vote in favor was unanimous.
- Consent B. Request to accept a conservation easement from Mr. John Eleazer for 62 acres of property in Northwest Richland County** – The committee recommended that council accept the conservation easement. The vote in favor was unanimous.
- Consent C. A resolution in support of the Central Midlands Council of Governments conducting a Joint Land Use Study (JLUS) of Fort Jackson, McCrady Training Center, and McEntire Joint National Guard Base, in cooperation with the City of Columbia and other surrounding communities, as a means of sustaining the long-term viability of these installations and their military missions** – The committee recommended that council approve the resolution in support of the JLUS, with funds coming from the county's grant-match account (no budget amendment required). The vote in favor was unanimous.
- Consent D. A resolution in support of the Midlands Area Joint Installations Consortium (MAJIC)** – The committee recommended that council approve the resolution in support of MAJIC. The vote in favor was unanimous.

Staffed by Joe Cronin



RICHLAND COUNTY COUNCIL

ADMINISTRATION AND FINANCE COMMITTEE

Paul Livingston
District 4

Greg Pearce
District 6

Kit Smith, Chair
District 5

Mike Montgomery
District 8

Damon Jeter
District 3

Tuesday, October 23, 2007
6:00 PM

Recommendations

I. Items for Action

- Consent A. Request to approve a contract for property insurance (\$262,069) –** The committee recommended that council approve the contract. The vote in favor was unanimous.
- Consent B. Request to negotiate and award a contract to Siemens for the development of an energy proficiency, solutions, development and implementation plan –** The committee recommended that council authorize the procurement director to negotiate a contract; however, the contract must be brought back to council prior to being awarded. The vote in favor was unanimous.
- Consent C. Request to negotiate and award a contract with First Vehicle Services for fleet maintenance and management services –** The committee recommended that council approve the contract. The vote in favor was unanimous.
- Consent D. Amendments to an agreement between Richland County and the Historic Columbia Foundation for the management of the Woodrow Wilson Home and Hampton Preston Mansion –** The committee recommended that council approve the agreement, subject to changes recommended by the risk manager. The vote in favor was unanimous.
- Consent E. Ordinance amending the fiscal year 2007-08 budget ordinance to unappropriate undesignated hospitality tax funds in the budget ordinance to reflect a decrease in available funds –** The committee recommended that council give first reading approval to the ordinance. The vote in favor was unanimous.
- Consent F. An ordinance amending the Richland County Code of Ordinances; Chapter 23, Taxation; Article VI, Local Hospitality Tax; Section 23-69, Distribution of**

Funds; and Section 23-71, Oversight and Accountability – The committee recommended that council give first reading approval to the ordinance. The committee also requested information regarding the possible impact on interest earnings in the hospitality tax fund. The vote in favor was unanimous.

Consent G. Sheriff Department: Request to approve a Financial Crimes Victims Assistance Program grant (Personnel required, no match) – The committee recommended that council approve the grant based on the administrator’s recommendation that no funds from the general fund will be provided to retain the position upon expiration of the grant. The vote in favor was unanimous.

Consent H. SC State Military Department Funding Request – The committee recommended that council authorize a sponsorship in the amount of \$2,000 from the Administrator’s operational funds. The vote in favor was unanimous.

Staffed by Joe Cronin

STATE OF SOUTH CAROLINA)
) PROPERTY MANAGEMENT AGREEMENT
COUNTY OF RICHLAND)

Witness this Management Agreement this ____ day of _____, 2007 by
and between Richland County (County) and the Historic Columbia Foundation
(Foundation):

WHEREAS the County owns the historic properties known as the Woodrow
Wilson Home on Hampton Street and the Hampton-Preston Mansion on Blanding Street
(the Properties); and the Foundation owns the furnishings and personal property therein;
and

WHEREAS the Foundation is agreeable to operating the Properties as house
museums as hereinafter provided;

NOW THEREFORE, the parties agree as follows:

1. Beginning _____, 2007, the Foundation will operate and
manage the Properties, as historic museum houses for the education and entertainment of
the public.

2. The management services to be provided by the Foundation shall include,
but not to be limited to, the operation of the Properties as museums to be open for
viewing and visitation by the public during reasonable hours established by the
Foundation; the daily maintenance (including maintenance and inspection of fire
extinguishers and other fire protection equipment) and repair of the furnishings, exteriors
and interiors of the Properties but excluding Capital Repairs (defined below); the

assessment of the condition of the Properties and recommendations to the County with respect to renovations, and the oversight of repairs and improvements related thereto; the initiation of capital campaigns as needed in conjunction with the County; the commencement of educational programs involving the Properties at a quality level commensurate with existing Foundation educational offerings; the revitalization and enhancement of the volunteer recruitment and training program to a level comparable with the highest previously experienced; and all other matters reasonably incident to fulfilling these services. For the purposes of this Agreement “Capital Repairs” include any work necessary to maintain the historic house museum to the Department of Interior Standards for Historic Structures and may include but is not limited to physical improvements to existing structures and equipments such as HVAC and security necessary to properly maintain the Properties.

3. Annually, the Foundation will submit to the County annual appropriation requests which the County will fund in such amounts as the County determines in accordance with existing customary County budget practices.

4. Annually, as part of the appropriation request, the Foundation will submit to the County a proposed budget for the operation of and the capital repairs to the Properties for the forthcoming fiscal year, showing the expected sources and applications of funds.

5. The County will render such assistance to the Foundation in the management of the Properties as the parties may agree.

6. a. For the Properties the County will provide property insurance for each structure and will cover the property for its ownership liability. The County will

provide certificates of insurance to the Executive Director, Historic Columbia Foundation, 1601 Richland Street, Columbia, SC 29201. The County's liability coverage, which may be self-funded, insured or a combination thereof, will meet the requirements of the South Carolina Tort Claims Act.

The Foundation will provide liability coverage for its personnel and operations and provide a certificate of insurance to Risk Management, PO Box 192, Columbia, SC 29202.

b. The County and the Foundation will each cover its personnel for workers' compensation as required by South Carolina law. Each will be provided a certificate of coverage upon request. The coverage may be self-funded, insured or a combination thereof.

c. The Foundation will provide insurance for its personal property and for its collections.

d. To the extent permitted by insuring entities the County and the Foundation waive the right of subrogation against each other. Each shall supply any insurer a copy of this clause prior to inception of the policy. Entities displaying "collections" will be required to insure their interests, waive the right of subrogation against the County and the Foundation and to provide insurers copies of the waiver prior to exhibiting.

7. The Foundation shall pay all water, sewage and waste disposal charges for the Properties.

8. The Foundation may permit individuals and civic, charitable or eleemosynary organizations and entities to use the Properties for public and/or semi-

public appropriate events. The Foundation may make such charges for admission to the Properties for tours, special events and for rent for use of the Properties as are reasonable in comparison with charges made by comparable house museums. Net proceeds of these charges shall be expended by the Foundation in connection with historic preservation. Buildings on the sites other than those utilized for historic house museums may be rented for private events.

9. The Foundation at all times will be an independent contractor and will not be an agent, servant or employee of the County. The Foundation will designate an Executive Director who will be available at all reasonable times to confer with the County Council or its representative with respect to the management services rendered under this contract.

10. This Agreement may be terminated by any party with respect to it upon one hundred eighty (180) days written notice by registered mail to the other parties.

11. During the existence of this Agreement, the County Council may designate two (2) representatives to serve on the Foundation Board of Trustees in compliance with Foundation Bylaws.

12. This agreement supersedes and replaces all Management Agreements which the Foundation had with the City of Columbia, County and Richland County Historic Preservation Commission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

Signed and Sealed Before
the Undersigned:

RICHLAND COUNTY

By: _____

Name: _____

Its: County Administrator

By: _____

Name: _____

Its: Council Chair

HISTORIC COLUMBIA
FOUNDATION

By: _____

Name: _____

Its: President

--Doc# 5847680.1 - 10/29/2007 9:30:28 AM--

*Richland County Council
Rules and Appointments Committee*



*Mike Montgomery
Chair
District Eight*

*Paul Livingston
District Four*

*Bill Malinowski
District One*

**RICHLAND COUNTY COUNCIL
REGULAR SESSION MEETING
NOVEMBER 6, 2007**

REPORT OF THE RULES AND APPOINTMENTS COMMITTEE

Staffed by:

*Monique Walters
Assistant to the Clerk of
Council*

**I. NOTIFICATION OF VACANCIES ON BOARDS, COMMISSIONS, AND
COMMITTEES**

A. Accommodations Tax Advisory Committee-1

There is one vacancy for an term un-expired term on this Committee.

Laura Dee Simons (Hospitality) February 21, 2008 (Resigned)

B. Internal Audit Committee-1

There is one term expiring on this committee in November

Ulice Lance November 14, 2006*

* Eligible for re-appointment

Report prepared and submitted by:
Monique Walters, Assistant to the Clerk of Council

Richland Northeast Industrial Park: Lot 10

- **Purchaser:** Tailored Window, LLC
- Textile business, custom-make windows, beds and bedding, furnishings, and related materials for distribution throughout the United States.
- Proposed use adheres to Industrial Park covenants / restrictions.
- 5,000 – 6,000 SF initial facility.
- **Staff recommendation:** Approve sale of land as presented.
- **Economic Development Committee recommendation:** Approve sale of land as presented.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-07HR

AN ORDINANCE AUTHORIZING DEED TO "THE TAYLORED WINDOW, LLC", OR ITS ASSIGNEE(S), FOR A CERTAIN PARCEL OF LAND KNOWN AS LOT 10 (APPROXIMATELY 2.713 ACRES TOTAL) IN THE RICHLAND NORTHEAST INDUSTRIAL PARK, A PORTION OF RICHLAND COUNTY TMS # 25800-04-01.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed to "The Taylored Window, LLC, or it assignee(s), for certain real property, as specifically described in the attached Deed, Lot 10 (approximately 2.713 acres) in the Richland Northeast Industrial Park, a portion of Richland County TMS # 25800-04-01, which is attached hereto and incorporated herein.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2007.

RICHLAND COUNTY COUNCIL

By: _____
Joseph McEachern, Chair

Attest this _____ day of _____, 2007.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: November 6, 2007 (tentative)
Public Hearing:
Second Reading:
Third reading:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-07HR

AN ORDINANCE AUTHORIZING (I) AN AMENDMENT TO THE MASTER AGREEMENT GOVERNING THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND FAIRFIELD COUNTY, SOUTH CAROLINA, IN ORDER TO EXPAND THE BOUNDARIES OF THE PARK TO INCLUDE CERTAIN PROPERTY OWNED BY KIRCO CAROLINA PINES, LLC (THE "COMPANY"); (II) THE EXECUTION OF AN INFRASTRUCTURE CREDIT AGREEMENT WITH THE COMPANY; AND (III) OTHER MATTERS RELATED THERETO.

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

WHEREAS, pursuant to Section 4-1-175 of the Code of Laws of South Carolina, 1976, as amended (the "SSRC Act" and together with the MCP Act, the "Act"), upon inclusion of qualifying industries within the Park, such companies will pay a fee-in-lieu of taxes (pursuant to Article VIII, Section 13(d) of the Constitution of the State of South Carolina), and thereafter certain companies may qualify for certain credits against the fees in lieu of taxes to offset infrastructure investments; and

WHEREAS, in response to requests from companies seeking to invest in either Richland or Fairfield, the Counties have heretofore expanded the boundaries of the Park to include additional property, which inclusion has afforded the requesting companies additional tax benefits under South Carolina law, including without limitation the provision of credits against the fees-in-lieu of taxes paid by Companies located in the Park in order to offset infrastructure investments of qualifying industries; and

WHEREAS, the Counties have entered into separate agreements to reflect each new phase of expansion of the Park ("Phase Agreements"); and

WHEREAS, the Counties entered into an agreement entitled "Master Agreement Governing the I-77 Corridor Regional Industrial Park" dated as of April 15, 2003 and amended December 30, 2005 (as amended from time to time, the "Master Agreement"), the provisions of which replaced all existing Phase Agreements and now govern the operation of the Park (a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, Kirco Carolina Pines, LLC, its corporate affiliates and assigns (collectively referred to as the "Company") is seeking to invest approximately \$100,000,000 in Richland to

acquire certain tracts of land in Richland located in the Carolina Pines Industrial Park (collectively, the "Site") and build certain commercial facilities at such Site (the "Project"); and

WHEREAS, the Company estimates that the infrastructure costs associated with the Project will approximate \$3.5 million with approximately \$2.4 million of such infrastructure costs being deemed "public use" (the "Public Infrastructure"); and

WHEREAS, the Company has requested that the Counties expand the boundaries of the Park to include the Site, which is more particularly described in the attached **Exhibit B**; and

WHEREAS, the Company has not requested a reduction in assessment ratio, but rather upon its inclusion in the Park it will pay fees-in-lieu of taxes at the normal assessment ratios applicable to the classes of property owned by the Company at the Site; and

WHEREAS, the Company, in lieu of any other property tax related incentives, has asked Richland to grant the Company an infrastructure credit (the "Infrastructure Credit") under the terms of the Act in the maximum amount of 20% of the annual fees-in-lieu of taxes paid by the Company, one of its affiliates, or a third-party tenant or purchaser of all or part of the Project and received by Richland at the Site (the "Site Payments") for as many years as necessary (but in any event not to exceed twenty (20) years) until such Infrastructure Credit equals the costs expended by the Company on the Public Infrastructure, which amount, in any case, shall not exceed \$2,400,000; and

WHEREAS, Richland has determined that the utilization of an infrastructure credit as provided for under the Act is a suitable mechanism to provide the Company with an incentive to purchase and develop the Site and required infrastructure in Richland.

WHEREAS, the Counties now desire to expand the boundaries to include the Site, and Richland desires to enter into an infrastructure credit agreement with the Company to provide the Infrastructure Credit to the Company.

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

Section 1. Expansion of Park Boundaries. There is hereby authorized an expansion of the Park boundaries to include the Site. The County Council Chair, or the Vice Chair in the event the Chair is absent, the County Administrator and the Clerk to the County Council are hereby authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the Master Agreement, the expansion shall be complete upon the adoption of this Ordinance by the Richland County Council and a companion Ordinance by the Fairfield County Council.

Section 2. Removal of Property from Park. The Company may request that a portion of the property at the Site be removed from the Park. In such case, the Counties hereby authorize removal of such portion of the property at the Site upon receipt of a written request from the Company. No further action by either the Richland County Council or the Fairfield County

Council shall be required. The County Council Chair, or the Vice Chair in the event the Chair is absent, the County Administrator and the Clerk to the County Council are hereby authorized to execute such documents and take such further actions as may be necessary to complete removal of a portion of the property at the Site from the Park. The public hearing requirement set forth in Section 1.03 of the Master Agreement is hereby waived.

Section 3. Authorization of the Infrastructure Credit. There is hereby authorized the execution of an Infrastructure Credit Agreement (the "Agreement"), a form of which is attached hereto as **Exhibit C**. The form, terms, and provisions of the Agreement are hereby approved, with any minor revisions as are not materially adverse to Richland and approved by the Richland County Attorney, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if the Agreement was set forth herein in its entirety. The County Council Chair, or the Vice Chair in the event the Chair is absent, the Richland County Administrator and the Clerk to the Richland County Council are hereby authorized to execute such documents and take such further actions as may be necessary to document the granting of the Infrastructure Credit to the Company.

Section 4. Savings Clause. If any portion of this Ordinance shall be deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

Section 5. General Repealer. Any prior Ordinance, the terms of which are in conflict herewith, is, only to the extent of such conflict, hereby repealed.

Section 6. Effectiveness. This Ordinance shall be effective after third and final reading.

[END OF ORDINANCE, SIGNATURE PAGE(S) TO FOLLOW]

RICHLAND COUNTY, SOUTH CAROLINA

Joseph McEachern., Chairman of County Council
Richland County, South Carolina

(SEAL)

ATTEST:

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: November 6, 2007 (tentative)
Second Reading: November 20, 2007 (tentative)
Third Reading: December 4, 2007 (tentative)
Public Hearing: December 4, 2007 (tentative)

EXHIBIT A
MASTER AGREEMENT

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

All that certain piece, parcel or tract of land situate in Richland County, South Carolina bounded and described as follows:

TMS number:

DERIVATION:

EXHIBIT C
INFRASTRUCTURE CREDIT AGREEMENT

LEGAL Description – KIRCO Carolina Pines –SPVEF Industrial Park

All That certain piece, remnant, parcel, tract, lot and portion of land lying, being, and situate in the county of Richland, state of South Carolina containing 125.22 Acres located just northeast of Interstate highway 77, south of Jenkins Brothers Road, West of Farrow Road, north of the Bose plant, north and east of the CK Belk distribution center, and east of Carolina Pines Drive. The same being more particularly described as follows: Beginning at an Iron Pin #5 Rebar Found (IPF5) with observed SC North American Datum (NAD) 1983 Grid Coordinates of North 849,832.85, East 2,012,912.58 on the western margin of the Right of Way of SC Highway 555 (Farrow Road), at the northeastern corner of the H.G. Moore, Jr. property, southeast of a power pole and located S69°36'34"W - 59.00' from an IPF-3/4" pinchpipe, the Point of Beginning (POB); thence bearing S 69-37-20 W along a meandering fence on the northern boundary of Moore a distance of 1064.10 feet to a point a in GUM Tree which is witnessed by an IPF5 at N2°42'35"E-0.77' from the corner, thence turning and running with the eastern boundary line of PCO Carolina Pines, LP N20-22-05W a distance of 845.04 feet to an IPF5 on the southern boundary of CK/Belk Holdings and the northeastern corner of PCO Carolina Pines LP, thence turning and running with the southern boundary of CK/Belk Holdings bearing N69-37-27E - 101.77 feet to an IPF5, thence continuing with the CK/Belk property N69-37-27E - 430.05 feet to an IPF5, the southeastern corner of the CK/Belk property, thence turning and running with the eastern boundary of the CK/Belk property, N20-22-53W - 1189.57 feet to an IPF5, thence turning with the boundary of CK/Belk property S81-27-32W a distance of 439.32 feet to an IPF5 in a 10"hole, the common boundary with CK/Belk Holdings and Congaree Land Trust, thence running with the boundary of the Congaree Land Trust - Wetland A and upland Buffer in the following courses and distances, with Iron Pins (#5 Rebar) Set at all corners unless otherwise noted:

- [1] N20-22-31W for 190.47 feet;
- [2] S80-37-02E for 40.28 feet;
- [3] N06-34-17E for 101.58 feet;
- [4] N53-29-38E for 3.78 feet;
- [5] N42-02-26E for 55.94 feet;
- [6] N18-23-59E for 7.80 feet;
- [7] N82-39-32E for 30.21 feet;
- [8] N09-08-13W for 75.04 feet;
- [9] N01-12-21W for 39.44 feet;
- [10] N05-17-29W for 33.12 feet;
- [11] N65-01-16W for 37.45 ft;
- [12] N07-40-50W for 66.74 ft (8" Birch);
- [13] N05-11-36W for 49.63 feet (10" Pine Tree);
- [14] N88-34-11W for 10.62 feet;
- [15] S05-45-37E for 54.66 feet;
- [16] S07-07-30E for 63.51 feet;
- [17] S84-37-16W for 44.65 feet;
- [18] S80-33-10W for 75.00 feet;
- [19] S03-43-46E for 33.69 feet;
- [20] S09-1-59E for 21.93 feet;
- S04-42-31E for 3.94 feet to point in pond;
- [21] S06-31-16W for 4.57 feet;
- [22] S76-33-45W for 12.59 feet;

- [23] S73-12-10W for 142.48 feet;
- [24] N83-26-56W for 74.12 feet;
- [25] S85-28-04W for 29.48 feet;
- [26] N84-07-5W for 23.31 feet;
- [27] N70-51-12W for 28.32 feet;
- [28] S87-09-33W for 25.92 feet;
- [29] N74-58-34W for 53.45 feet;
- [30] S89-40-56W for 35.52 feet;
- [31] N64-27-51W for 37.00 feet;
- [32] N85-00-23W for 71.87 feet;
- [33] S66-07-53W for 58.65 feet;
- [34] S49-08-12W for a distance of 28.57 feet (6" Pine Tree);
- [35] S89-31-43W for 37.77 feet;
- [36] S80-48-00W for 53.68 feet;
- [37] S64-16-25W for 63.86 feet;
- [38] S55-12-37W for 67.87 feet;
- [39] S57-08-05W for 33.09 feet;
- [40] S72-59-15W for 33.42 feet;
- [41] S74-13-36W for 54.60 feet;
- [42] S69-27-58W for 30.21 feet;
- [43] N83-10-16W for 10.35 feet;
- [44] N79-14-12W for 44.60 feet;
- [45] N66-14-05W for 12.34 feet;
- [46] N01-56-42W for 17.96 feet;
- [47] N43-09-58W for 60.73 feet;
- [48] N70-27-40W for 68.79 feet;
- [49] S82-14-37W for 49.08 feet;
- [50] S52-50-51W for 73.63 feet;
- [51] S23-50-22W for 28.13 feet;
- [52] S38-38-46W for 43.35 feet;
- [53] N72-09-45W for 23.31 feet;
- [54] S47-40-06W for 98.06 feet;
- [55] S47-40-06W for 102.55 feet;
- [56] S12-17-19W for 33.31 feet;
- [57] S24-44-53W for 28.57 feet;
- [58] S32-52-35W for 23.20 feet;
- [59] S33-3-18W for 26.34 feet;
- [60] S40-43-21W for 40.83 feet;
- [61] S40-40-28 W for a distance of 14.89 feet to an IPS#5 Rebar on the Eastern Right of way of Carolina Pines Drive located N 04-20-34 E - 11.39' from an IPF5 on the Right of way of Carolina Pines Drive, thence turning and running with Eastern Right of Way as described on plat of W.K. Dickson dated February 8, 2000 which is unrecorded, yet performed for Sony Corporation bearing N 04-20-34 E - 1205.15 feet to an IPF5 on the southwestern corner of Patterson Logistics Services, Inc., thence turning and leaving the right of way along the southern boundary of Patterson N 76-06-25 E - 992.68 feet to an IPF5 at the southeastern corner of Patterson and southwestern corner of Jenkins Brothers Road, L.P, thence through a railway easement and along the southern boundary of Jenkins Brothers Road, LP bearing N 76-06-25 E a distance of 314.04 feet to an IPF5 located on the southeastern corner of Jenkins Brothers Road LP at its intersection with the southwestern corner of Richland County property within the railway easement, thence continuing along the southern boundary of Richland County Property

and leaving the railway easement and along the southern edge of the 50.00' railway easement bearing N 76-06-25 E a distance of 1470.11 feet to an IPF5 on the southeastern corner of the Richland County property and the western right of way of SC Highway 555 - Farrow Road, thence with the western right of way of SC Highway 555 bearing S 05-47-53 E a distance of 1118.53 feet to an IPF5; continuing with the western right of way of SC Highway 555 along a curve to the LEFT, having a radius of 13618.67 feet, a delta angle of 3.67, and whose long chord bears S07-37-50 E a distance of 872.63 feet and an arc length of 872.78'; thence continuing along the western right of way of SC Highway 555 bearing S09-28-33E a distance of 1532.92 feet to an IPF5, the POINT OF BEGINNING.

INFRASTRUCTURE CREDIT AGREEMENT

BETWEEN

KIRCO CAROLINA PINES, LLC

AND

RICHLAND COUNTY, SOUTH CAROLINA

DATED AS OF DECEMBER 1, 2007

INFRASTRUCTURE CREDIT AGREEMENT

THIS INFRASTRUCTURE CREDIT AGREEMENT (this "Agreement") is made and entered into as of December 1, 2007, 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"), acting by and through the Richland County Council (the "County Council") as the governing body of the County, and KIRCO CAROLINA PINES, LLC (collectively, the "Company").

WITNESSETH:

(a) The County is authorized by Title 4, Chapter 1, Section 170 and 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 "Act") to (i) create multi-county industrial parks in partnership with contiguous counties; (ii) include the property of eligible companies within such parks as an inducement to locate within the County, which inclusion under the terms of Section 13 of Article VIII of the Constitution of the State of South Carolina makes such property exempt from *ad valorem* property taxes, therefore changing the character of the annual receipts from such properties from *ad valorem* property taxes to fees-in-lieu of *ad valorem* property taxes; and (iii) grant an annual credit against such fee-in-lieu of tax receipts (an "Infrastructure Credit") in order to assist a company in paying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the company or for improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County.

(b) Pursuant to an agreement entitled "Master Agreement Governing the I-77 Corridor Regional Industrial Park" dated as of April 15, 2003 and amended December 30, 2005 (as amended from time to time, the "Master Agreement"), the County and Fairfield County, South Carolina created a multi-county industrial park pursuant to the terms of the Act. The County has committed to take sufficient steps to amend such park to include the Company's property.

(c) The Company is seeking to invest approximately \$100,000,000 in the County to acquire certain tracts of land in located in the Carolina Pines Industrial Park (collectively, the "Site") and build certain commercial facilities at such Site (the "Project"), and estimates that the infrastructure costs associated with the Project will approximate \$3.5 million with approximately \$2.4 million of such infrastructure costs being deemed "public use" (the "Public Infrastructure").

(d) The County has determined to induce the Company's investment through the granting of an Infrastructure Credit in the annual amount not to exceed 20% of the annual fees-in-lieu of taxes paid by the Company, one of its affiliates, or a third-party tenant or purchaser of all or part of the Project and received by the County at the Site (the "Site Payments") for as many years as necessary (but in any event not to exceed twenty (20) years) until such Infrastructure Credit equals the costs expended by the Company on the Public Infrastructure, which amount, in any case, shall not exceed \$2,400,000.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County.

Section 1. *Infrastructure Credit.* The County hereby grants the Company an Infrastructure Credit in the amount not to exceed 20% of the Site Payments for as many years as necessary (but in any event not to exceed twenty (20) years) until such Infrastructure Credit equals the costs expended by the Company on the Public Infrastructure, which amount, in any case, shall not exceed \$2,400,000. Upon the County's written request, the Company shall provide the County Auditor with documentation, such as invoices, purchase orders, contractor statements or agreements, or other similar documentation, that supports the Company's request for reimbursement of the Public Infrastructure expenditures. Upon its review of the foregoing documentation (when and if such documentation is requested), the County Auditor is hereby directed to apply the credit amount to reduce the annual fee-in-lieu of tax liability at the Site. The Infrastructure Credit amount shall be shown on the bill sent by the County to the Company or other applicable taxpayer at the Site. The Company shall be required to use the Infrastructure Credit to pay for or reimburse itself for eligible Public Infrastructure expenditures, which shall include the cost of designing, acquiring, constructing, improving, or expanding the Public Infrastructure.

Section 2. *Binding Effect.* This Agreement shall be binding, in accordance with its terms, upon and inure to the benefit of the Company and the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Agreement shall bind and inure to the benefit of the Company and successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 3. *Counterparts.* This Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 4. *Governing Law.* This Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

Section 5. *Amendments.* The provisions of this Agreement may only be modified or amended in writing by an agreement or agreements entered into between the parties.

Section 6. *Further Assurance.* From time to time the County agrees to execute and deliver to the Company such additional instruments as either may reasonably request to effectuate the purposes of this Agreement.

Section 7. Severability. If any provision of this Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company the strongest inducement possible to locate the Project in the County.

Section 8. Limited Obligation. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 9. Execution Disclaimer. Notwithstanding any other provisions, the County is executing as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes in reliance upon representations by the Company that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

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

RICHLAND COUNTY, SOUTH CAROLINA

Chairman of County Council
Richland County, South Carolina

ATTEST:

Clerk to County Council
Richland County, South Carolina

KIRCO CAROLINA PINES, LLC

By: _____

Its: _____

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-07HR**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY
OF A FEE AGREEMENT BETWEEN RICHLAND COUNTY AND
STAPLES SHARED SERVICE CENTER, LLC, AND OTHER MATTERS
RELATING THERETO INCLUDING, WITHOUT LIMITATION,
PAYMENT OF A FEE-IN-LIEU OF TAXES**

WHEREAS, Richland County, South Carolina (hereinafter referred to as the “County”), acting by and through its County Council (the “County Council”), is empowered under and pursuant to the provisions of the Fee in Lieu of Tax Simplification Act, Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the “Act”), to enter into fee agreements with industries in connection with the acquisition, enlargement or improvement of industrial and commercial enterprises within the State of South Carolina (the “State”); and

WHEREAS, under the terms of the Act, the County may enter into an arrangement which provides for a fee in lieu of taxes for a qualifying project as provided in Sections 12-44-40 and 12-44-50 of the Act; and

WHEREAS, as evidenced by a Resolution adopted by the County Council on March 13, 2007 (the “Inducement Resolution”) and the related Inducement and Millage Rate Agreement (the “Inducement Agreement”) between the County and Staples Contract and Commercial, Inc., a Delaware corporation (“Staples”), Staples, by and through its subsidiary Staples Shared Service Center, LLC, a Delaware limited liability company (the “Company”) is considering and making preliminary plans for the expansion of its corporate office facilities and the acquisition, installation and/or construction of improvements to its corporate office facilities in the County (the “Project”); and

WHEREAS, Staples has assigned all of its right, title and interest in and to the Inducement Agreement to the Company; and

WHEREAS, in connection with the Project, the Company has agreed that the aggregate capital investment in the Project for the period referred to in the hereinafter defined Fee Agreement will equal or exceed a minimum of \$2,500,000.00; and

WHEREAS, the County desires to provide assistance to the Company in the form of the fee-in-lieu-of-tax provided for in the Act, and in connection therewith to make the Project available to the Company under and pursuant to the terms of an agreement in the form of a fee agreement to be entered into between the County and the Company and to be dated as of the date of its delivery (the “Fee Agreement”); and

WHEREAS, the County Council has caused to be prepared and presented to the County Council the form of the Fee Agreement which the County proposes to execute and deliver, and

the same are in appropriate form and are appropriate instruments to be executed and delivered by the County for the purposes intended.

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

Section 1. It is hereby found, determined and declared by the County Council, as follows:

- (a) The Project will constitute a “project” as said term is referred to and defined in Section 12-44-30(16) of the Act, and the Fee Agreement will promote the purposes enumerated in the Act, and in all respects conform to the provisions and requirements of the Act;
- (b) It is anticipated that the Project will benefit the general public welfare of the County by providing or maintaining employment and other public benefits not otherwise provided locally;
- (c) Neither the Project, the Fee Agreement, nor any documents or agreements entered into by the County in connection therewith will constitute or give rise to any pecuniary liability of the County or a charge against its general credit or taxing power;
- (d) The purposes of the Project are proper governmental and public purposes;
- (e) The inducement of the expansion of the Project within the County and State is of paramount importance, and the benefits of the Project to the public will be greater than the costs;
- (f) The Fee Agreement obligates the Company to pay all amounts payable as fees in lieu of taxes with respect to the Project; and
- (g) The County hereby consents to and approves the assignment of all of Staples’ right, title and interest in and to the Inducement Agreement to the Company.

Section 2. The form, terms and provisions of the Fee Agreement presented to 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 same were set out in this Ordinance in their entirety. The Chairman of County Council (or in the absence of the Chairman, for any reason, the Vice Chairman or acting Chairman), is hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the same to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as may be required or deemed appropriate by the officials of the County executing the same, with the advice of counsel, provided in no event may any changes be materially adverse to the County, in order to accomplish the purposes of the transactions authorized by this Ordinance, their execution thereof to constitute conclusive

evidence of their approval of any and all changes or revisions therein from the form of the Fee Agreement now before this meeting.

Section 3. The above-referenced official of the County is authorized to execute and deliver such other closing and related instruments, documents, certificates and other papers as are necessary to effect the delivery of the Fee Agreement and as are customary in financing arrangements of this type.

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

Section 5. 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.

Section 6. Effective Date of Ordinance. This Ordinance shall take effect immediately upon third reading of the County Council.

RICHLAND COUNTY COUNCIL

By: _____
Joseph McEachern, Chair

(SEAL)

Attest this _____ day of
_____, 2007.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: November 6, 2007 (tentative)
Public Hearing:
Second Reading:
Third Reading:

FEE IN LIEU OF TAX AGREEMENT

between

RICHLAND COUNTY, SOUTH CAROLINA

and

STAPLES SHARED SERVICE CENTER, LLC
a Delaware Limited Liability Company

Dated: _____, 2007

TABLE OF CONTENTS

	Page
RECITALS.....	1
ARTICLE I DEFINITIONS	2
ARTICLE II REPRESENTATIONS AND WARRANTIES	
Section 2.1 Representations of the County	5
Section 2.2 Representations of the Company	5
ARTICLE III COMMENCEMENT AND COMPLETION OF THE PROJECT	
Section 3.1 The Project.....	6
Section 3.2 Diligent Completion	6
Section 3.3 Project Disclosure	6
Section 3.4 Records and Reports; Non-Disclosure.....	7
ARTICLE IV PAYMENTS IN LIEU OF TAXES	
Section 4.1 Negotiated Payments	7
Section 4.2 Cost of Completion.....	9
Section 4.3 Additional Payments.....	9
Section 4.4 Payments Secured by Tax Lien.....	10
Section 4.5 Payments in Lieu of Taxes on Replacement Property	10
Section 4.6 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty.....	10
Section 4.7 Place and Allocation of Payments in Lieu of Taxes	11
Section 4.8 Removal of Equivalent	11
Section 4.9 Damage or Destruction of Project.....	11
Section 4.10 Condemnation.....	11
Section 4.11 Maintenance of Existence.....	12
Section 4.12 Indemnification Covenants	12
Section 4.13 Confidentiality & Limitation on Access to Project.....	13
Section 4.14 Assignment	13
Section 4.15 Events of Default	14
Section 4.16 Remedies on Default	14
Section 4.17 Remedies Not Exclusive.....	14
Section 4.18 Reimbursement of Legal Fees and Expenses.....	15
Section 4.19 No Waiver.....	15

ARTICLE V	MISCELLANEOUS	
	Section 5.1	Notices 15
	Section 5.2	Binding Effect 16
	Section 5.3	Counterparts..... 16
	Section 5.4	Governing Law 16
	Section 5.5	Headings 16
	Section 5.6	Amendments 16
	Section 5.7	Further Assurance 16
	Section 5.8	Severability 16
	Section 5.9	Limited Obligation..... 16
	Section 5.10	Force Majeure 16

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AGREEMENT (this "Fee Agreement") is made and entered into as of the ___ day of _____, 2007, 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"), acting by and through the Richland County Council (the "County Council") as the governing body of the County, and STAPLES SHARED SERVICE CENTER, LLC (the "Company"), a limited liability company duly organized and existing under the laws of the State of Delaware.

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 fee in lieu of tax agreements with companies meeting the requirements of such Act in order 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. The Act identifies certain property of such companies as economic development property;

WHEREAS, as evidenced by a Resolution adopted by the County Council on March ___, 2007 (the "Inducement Resolution") and the related Inducement and Millage Rate Agreement between the County and the Company (the "Inducement Agreement"), the Company is considering and making preliminary plans for the expansion of its corporate office facilities and the acquisition, installation and/or construction of improvements to its corporate office facilities in the County (the "Project"). The Project in Richland County involves an initial investment of at least \$2,500,000 to qualify the Project under the Act;

WHEREAS, pursuant to the Act and an Ordinance adopted on _____, 2007 (the "Fee Ordinance"), the County Council authorized the County to enter into a Fee Agreement with the Company which identifies the property comprising the Project as Economic Development Property under the Act subject to the terms and conditions hereof and authorizing payments in lieu of tax with respect to the Project by the Company; and

WHEREAS, pursuant to Section 12-44-55(B) of the Act, the County and the Company have agreed to waive the requirement contained in Section 12-44-55(A) of the Act;

NOW, THEREFORE, IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation of the County:

ARTICLE I
DEFINITIONS

The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

“**Act**” shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

“**Administration Expenses**” shall mean the reasonable expenses of the County with respect to this Agreement, including without limitation reasonable attorney fees and costs; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

“**Chairman**” shall mean the Chairman of the County Council of Richland County, South Carolina.

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

“**Commencement Date**” shall mean the first date following the execution by all parties of this Fee Agreement on which Economic Development Property is placed in service.

“**Company**” shall mean Staples Shared Service Center, LLC, a limited liability company duly qualified to transact business in the State of South Carolina, and any surviving, resulting or transferee entity in any merger, consolidation or transfer of assets permitted under this Fee Agreement; or any other person or entity which may succeed to the rights and duties of the Company hereunder in accordance with all applicable provisions hereof, provided, however that any surviving, resulting or transferee entity or any other person or entity is entitled to be the “Company” in accordance with Section 4.14 of this Fee Agreement and the Act.

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

“**County Assessor**” shall mean the Richland County Assessor, or the holder of any successor position.

“**County Auditor**” shall mean the Richland County Auditor, or the holder of any successor position.

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

“**Department**” shall mean the South Carolina Department of Revenue, or any successor agency.

"Diminution in Value" in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value (as determined in Step 1 of Section 4.1 of this Fee Agreement), of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 4.8 of this Fee Agreement, (ii) a casualty during that Phase of the Project, or any part thereof, described in Section 4.9 of this Fee Agreement or (iii) a condemnation during that Phase of the Project, or any part thereof, described in Section 4.10 of this Fee Agreement.

"Economic Development Property" all items of tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to the Fee Agreement, and which are identified by the Company in connection with its annual filing of a SCDOR PT-100, PT-300 or comparable form with the South Carolina Department of Revenue and Taxation (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company.

"Equipment" shall mean all of the machinery, equipment, apparatus, furniture and fixtures purchased, acquired, installed or otherwise placed in service at the Project location during the period beginning with the first purchase or acquisition of such machinery, equipment, apparatus, furniture or fixture and ending on the last day of the fifth property tax year following the Commencement Date; together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment, apparatus, and fixtures become a part of the Project under this Fee Agreement.

"Event of Default" shall mean any Event of Default specified in Section 4.15 of this Fee Agreement.

"Improvements" shall mean buildings and other improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefor, but only to the extent such additions, accessions, replacements, and substitutions are acquired no later than the last day of the fifth property tax year following the Commencement Date and are deemed to become part of the Project under the terms of this Fee Agreement.

"Inducement Resolution" shall mean the Resolution of the County Council adopted on March ____, 2007, with respect to the Project.

"Investment Period" shall mean the period commencing on the date on which the first Economic Development Property is purchased or acquired and ending on the last day of the fifth property tax year following the Commencement Date; provided a later date may be agreed to by the Company and the County pursuant to Section 12-44-30(13) of the Act.

"Fee Agreement" shall mean this Fee Agreement.

"Fee Term" or **"Term"** shall mean the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

"Phase" or **"Phases"** in respect of the Project shall mean the Equipment and Improvements, if any, placed in service during each year of the Investment Period.

"Phase Termination Date" shall mean with respect to each Phase of the Project the day twenty years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the later of: (a) December 31, 2031 or (b) December 31, 2036, if an extension of time in which to complete the Project is granted by the County pursuant to Section 12-44-30(13) of the Act.

"Project" shall mean the Equipment, Improvements, and Replacement Property, together with the acquisition, installation, design and engineering thereof, in phases, which shall constitute expansions or improvements of the Equipment, Improvements, or Replacement Property.

"Removed Components" shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 4.9(c) or Section 4.10(b)(iii) of this Fee Agreement.

"Replacement Property" shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Section 4.8 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

"Transfer Provisions" shall mean the provisions of Section 12-44-120 of the Act, as amended or supplemented from time to time, and any successor provisions under the laws of the State.

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.

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

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations of the County. The County hereby represents and warrants to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.
- (b) Based on the Company's representations, 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.
- (c) All consents, authorizations and approvals required on the part of the County in connection with the execution, delivery and performance by the County of its obligations hereunder have been obtained and remain in full force and effect as of the date hereof or will be obtained.

Notwithstanding any other provision herein, the County is executing this Agreement as a statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. Except as to certain required statutory findings set forth in the ordinance of County Council authorizing the execution and delivery of this Agreement, the County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes this Agreement in reliance upon representations by the Company that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in the State.

Section 2.2 Representations of the Company. The Company hereby represents and warrants to the County as follows:

- (a) The Company is duly organized and in good standing under the laws of the State of Delaware, is qualified to do business in the State of South Carolina, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.
- (b) The Company's execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any company restriction or any agreement or instrument to which the Company is now a party or by which it is bound.

(c) The Company intends to operate the Project as a project within the meaning of Section 12-44-30(16) of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of expanding its corporate office facilities and acquiring, installing and/or constructing improvements to its corporate office facilities, and for such other purposes permitted under the Act as the Company may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Company to develop the Project and to retain and enlarge its business activities in the State of South Carolina.

(e) The Company anticipates that the actual costs of the Project will be at least \$2,500,000, which will satisfy the minimum investment required by the Act, and the Company will invest (within the meaning of the Act and all applicable regulations, rules, and interpretations of the Department) such amount during the Investment Period.

ARTICLE III **COMMENCEMENT AND COMPLETION OF THE PROJECT**

Section 3.1 The Project. The Company has made plans for the acquisition, installation and/or construction of certain improvements, fixtures, apparatus, and equipment which comprise the Project. Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the anticipated scope of the Project provided that it invests not less than \$2,500,000 in the acquisition, installation and/or construction of the Project (as such investment is defined in the Act) and makes the payments required hereunder.

Section 3.2 Diligent Completion. The Company agrees to cause the installation of the Project to be completed as soon as practicable, but in any event on or prior to December 31, 2012, or on or prior to December 31, 2017, if the County and the Company agree upon an extension of time in which to complete the Project pursuant to Section 12-44-30(13) of the Act.

Section 3.3 Project Disclosure.

(a) On or before May 1 of each year up to and including the May 1 immediately following the end of the Investment Period, the Company shall provide the County Auditor with a list of all property constituting the Phase as was placed in service as of the prior December 31.

(b) Each year during the term of the Agreement, the Company shall deliver to the County Auditor a copy of its most recent annual filing made with the Department with respect to the Project, not later than thirty (30) days following delivery thereof to the Department.

(c) The Company shall cause a copy of this Agreement, as well as a copy of the completed form PT-443 of the Department, to be filed with the County Auditor, the County Assessor and the Department within thirty (30) days after the date of execution and delivery hereof.

Section 3.4 Records and Reports; Non-Disclosure. The Company agrees to maintain complete books and records accounting for the acquisition, financing and operation of the Project. Such books and records shall:

- (a) permit ready identification of the various Phases and components thereof;
- (b) confirm the dates on which each Phase was placed in service; and
- (c) include copies of all filings made by the Company with the County Auditor or the Department with respect to property placed in service as part of the Project.

Notwithstanding any other provision of this Agreement, the Company may designate with respect to any filings or reports delivered to the County pursuant to the provisions of this Agreement, or segments thereof, that the Company believes contain proprietary, confidential or trade secret matters. Except to its financial and legal advisors and other agents and representatives and except as required by the South Carolina Freedom of Information Act or other applicable law or judicial process, the County Council, the County, its officers and employees shall not intentionally disclose any such confidential information regarding the Project, the Company, Company's operations and manufacturing processes, and any other competitively sensitive information which is not generally and independently known by the public, without the prior written authorization of the Company. The County shall notify the Company in the event of the County's receipt of any request pursuant to the South Carolina Freedom of Information Act or other applicable law or judicial process concerning the aforesaid confidential information.

ARTICLE IV **PAYMENTS IN LIEU OF TAXES**

Section 4.1 Negotiated Payments. Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Company anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Company have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Company shall make payments in lieu of ad valorem taxes on all property which comprises the Project and is placed in service, as follows:

The Company shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2012, or through December 31, 2017, if an extension of time in which to complete the Project is granted by the County pursuant to Section 12-44-30(13) of the Act, said payments to be made annually and to be due and

payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of such equal annual payments in lieu of taxes (“FILOT Payments”) shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

- Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 19 years using original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable, but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.
- Step 2: Apply an assessment ratio of six (6.0%) percent to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the nineteen years thereafter or, if approved by the County, such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended.
- Step 3: Using a millage rate of 372.5 mils, which is equal to the millage rate in effect for June 30, 2007, for the taxing district of the County in which the Project is located (which millage rate shall be a fixed rate for the term of this Fee Agreement), determine the amount of the payments in lieu of taxes which would be due in each of the twenty years listed on the payment dates prescribed by the County for such payments or, if approved by the County, such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction

is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof. If the Project is deemed to be subject to ad valorem taxation, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute Economic Development Property under the Act, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the total amount of payments in lieu of ad valorem taxes made by the Company with respect to the Project pursuant to the terms hereof.

Section 4.2 Cost of Completion. In the event that the cost of completion of the Project has not exceeded \$2,500,000 as required under Section 12-44-30(13) of the Act by December 31, 2012, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case. In addition to the foregoing, the Company shall pay to the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes that would have been payable to the County with respect to the Project through and including December 31, 2012 using the calculations described in this Section above, over, (ii) the total amount of payments in lieu of ad valorem taxes made by the Company with respect to the Project through and including December 31, 2012. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to interest as provided in the Act.

Section 4.3 Additional Payments. In addition to the Company's obligation hereunder to make payment of FILOT Payments and related amounts, the Company shall pay, as provided below, to the County, following receipt of such supporting documentation as may be necessary to evidence the County's right to receive payment, all other amounts, liabilities and obligations which the Company assumes or agrees to pay under this Fee Agreement, including without limitation those obligations referred to in the immediately succeeding paragraph below (all such other amounts, liabilities and obligations hereinafter collectively called "Additional Payments"). In the event of any failure on the part of the Company to pay any Additional Payments, the County shall have all rights, powers and remedies provided for herein or by law or equity or otherwise.

The Company agrees to pay Administration Expenses to the County and indemnification payments pursuant to Section 4.12 of this Fee Agreement when and as they shall become due, but

in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's right to receive such payment, specifying the nature of such expense and requesting payment of same.

Section 4.4 Payments Secured by Tax Lien. The County's right to receive FILOT Payments and Additional Payments hereunder shall have a first priority lien status pursuant to Section 12-44-90 of the Act and Chapters 4 and 54 of Title 12 of the Code.

Section 4.5 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows:

(a) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to twenty (20) (or, if greater and approved by the County, the maximum number of years for which the annual fee payments are available to the Company for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be made by the Company with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.6 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bear to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof; provided, however, that if at any time subsequent to December 31, 2012, the total value of the Project based on the original income tax basis of the Equipment and Improvements contained therein, without deduction for depreciation,

is less than the sums necessary to qualify under the Act, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall make payments equal to the payments which would be due if the property were not Economic Development Property.

Section 4.7 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law.

Section 4.8 Removal of Equivalent. Provided that no Event of Default shall have occurred and be continuing under this Fee Agreement, the Company shall be entitled upon written notice to the County to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 4.9(c) or Section 4.10(b)(iii) hereof.

Section 4.9 Damage or Destruction of Project.

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

(b) Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof, to the extent allowed by the Act.

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

Section 4.10 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the entire premises in which the Project is located should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of

such taking, or in the event that title to a portion of the Project shall be taken rendering continued enjoyment and operation of the Project commercially infeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the premises where the Project is located or a transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken or affected as Removed Components.

Section 4.11 Maintenance of Existence. The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its company existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Notwithstanding the above, the Company may merge with or be acquired by another company or may sell the assets of the Project.

Section 4.12 Indemnification Covenants.

(a) The Company shall and agrees to indemnify and save the County, its agents, officers and employees harmless against and from any claims by or on behalf of any person, firm or corporation arising from the conduct or management of or from any work or thing done on the Project or pursuant to the Fee Agreement during the term of the Fee Agreement. The Company further agrees to indemnify and save the County harmless against and from all claims arising during the term of the Fee Agreement from (i) any condition of the Project; (ii) any breach or default on the part of the Company of any of its obligations under this Fee Agreement; (iii) any act of negligence on the part of the Company or any of its agents, servants or employees on or with respect to the Project; (iv) any act of negligence of any assignee, sub-lessee or sponsor affiliate of the Company with respect to the Project, or of any agents, servants or employees of any assignee, sub-lessee or sponsor affiliate of the Company with respect to the Project; (v) any environmental violation, condition or effect with respect to the Project; or (vi) any determination or adjudication that the Fee Agreement is invalid or unenforceable. The Company agrees to indemnify and save the County, its agents, officers and employees, harmless from and against all costs and expenses incurred in or in connection with any such claim, suit or matter arising as aforesaid in connection with the Project or in connection with any such claim, suit or matter arising as aforesaid in connection with the Project or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend them or either of them in any such action, prosecution or proceeding.

(b) Notwithstanding the fact that it is the intention of the parties that neither the County nor any of its members, officers, agents and employees shall incur any pecuniary

liability to any third party (i) by reason of the terms of the Fee Agreement or the undertakings of the County required thereunder, or (ii) by reason of the performance of any act in connection with the entering into and performance of the transaction described in the Fee Documents, if the County or any of its 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 members, officers, agents or 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, including reasonable attorneys' fees incurred in connection with any such claim, and upon notice from the County the Company at its own expense shall defend the County and its officers, agents and employees in any such proceeding.

(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 gross negligence or intentional or willful misconduct of the County or any of its individual officers, agents or employees.

Section 4.13 Confidentiality & Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary state of the art equipment and techniques and that any such disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company's operations would 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, except as may be required by existing statute or other law or judicial process, 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 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. The County will use its best efforts to ensure the confidentiality of any information of the Company clearly marked "confidential" or "proprietary" that comes into its possession by way of the foregoing provisions.

Section 4.14 Assignment.

(a) This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act, to:

(i) any of the Company's corporate affiliates, partners or shareholders, any closely related company (having the same or substantially the same ownership or management group), or any person or company that subleases the Project to the Company or any affiliate without the County's further consent being required (any of the foregoing contained in this subitem (a)(i) being hereby deemed approved by the County).

(ii) any other person or entity, not covered by subitem (a)(i) above, only with the County's consent, which the County shall not withhold, condition or delay unreasonably, except that no consent is required for financing related transfers or when the Act otherwise specifically states no consent is required. To the extent the County's consent is required, the County may provide consent by subsequent resolution.

(b) In the event of an Assignment or Sublease of the Project, the Company shall provide the County and the South Carolina Department of Revenue and Taxation with notice of any assignment, transfer, or investment in accordance with the Act, and the County agrees, subject to reimbursement by the Company of the County's reasonable out-of-pocket costs and expenses, to take all further action necessary to implement the assignment, transfer, or investment in accordance with the provisions of the Act and the County agrees that it may take any action by a resolution duly approved by the County Council. In accordance with Section 12-44-120(A) of the Act, to the extent the Company assigns or otherwise transfers its rights under this Fee Agreement, for the purposes of calculating the subsequent fee-in-lieu of *ad valorem* tax payments done by the transferee, the transferee assumes the current basis the Company has in the Economic Development Property.

(c) Except as may be provided otherwise by the Act, nothing in this Section 4.14 shall adversely affect the ability of the Company to sell or otherwise dispose of the Project. In the event the Company sells the Project and the County fails to consent to an assignment of the Company's rights and obligations to the purchaser thereof, this Fee Agreement shall terminate and neither party shall have further obligations to the other party hereunder other than any which may have accrued at the time of such termination and provided that the Company shall be required to make any payments which might be required under the Act because of its failure to meeting the "minimum investment" required by the Act.

Section 4.15 Events of Default. The following shall be 'Events of Default' under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make, upon levy, the payments in lieu of taxes described in Section 4.1 hereof; provided, however, that the Company shall be entitled to all redemption rights, additional time periods (with associated penalties, as applicable), and other provisions in applicable statutes relating to payments required under this Fee Agreement, including, without limitation, Section 12-44-90 of the Act; or

(b) Failure by the Company to perform any of the other material terms, conditions, obligations or covenants of the Company hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.16 Remedies on Default. Whenever any Event of Default shall have occurred, shall be continuing, and shall not have been cured or otherwise resolved within the applicable cure or resolution period, the County may take any one or more of the following remedial actions:

- (a) Terminate the Fee Agreement; or
- (b) Take whatever action at law or in equity that may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Fee Agreement.

Nothing in this Agreement shall be construed, in any way, so as to diminish or abate the County's first priority tax lien, pursuant to the Act and South Carolina tax law, to the extent it exists independently of this Agreement, for unpaid taxes or FILOT Payments.

Section 4.17 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or 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. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 4.18 Reimbursement of Legal Fees and Expenses. If the Company shall default under any of the provisions of this Fee Agreement and the County shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company contained herein, the Company will, within thirty (30) days of demand therefor, reimburse the reasonable fees and costs of such attorneys and such other reasonable fees and expenses so incurred by the County.

Section 4.19 No Waiver. No failure or delay on the part of the County in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the County.

ARTICLE V **MISCELLANEOUS**

Section 5.1 Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or

when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Richland County (or successor)
Attn: Richland County Administrator
2020 Hampton Street
Columbia, South Carolina 29201
Telephone: (803) 576-2058

WITH COPIES TO: Parker Poe Adams & Bernstein, LLP
Attn: Michael E. Kozlarek, Esq.
Post Office Box 1509
Columbia, South Carolina 29202-1509
Telephone: (803) 255-8000
Facsimile: (803) 255-8017

AS TO THE COMPANY: _____

WITH COPIES TO: _____

AND: Mr. John N. Hunter
Womble Carlyle Sandridge & Rice, PLLC
One Wachovia Center, Suite 3500
301 S. College Street
Charlotte, NC 28202-603

Section 5.2 Binding Effect. This Fee Agreement is binding, according to its terms, upon and inure to the benefit of the Company and the County and their respective successors and assigns, to the fullest extent permitted by law. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 5.5 Headings. The headings of the articles and the sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 5.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements lawfully entered into between the parties.

Section 5.7 Further Assurance. From time to time the County, at the Company's expense, agrees to execute and deliver to the Company such additional instruments as the County may determine are reasonably necessary or appropriate to effectuate the purposes of this Fee Agreement.

Section 5.8 Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof.

Section 5.9 Limited Obligation. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.10 Force Majeure. Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond Company's reasonable control.

Section 5.11 Execution Disclaimer. Notwithstanding any other provision, the County is executing this Fee Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no legal or factual investigation regarding the particulars of this transaction and it executes in reliance upon representations by the Company that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

(Signatures to Follow)

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

RICHLAND COUNTY COUNCIL

(SEAL)

By: _____
Name: _____
Title: Chairman of County Council

ATTEST:

By: _____
Name: _____
Title: Clerk of County Council
Richland County, South Carolina

IN WITNESS WHEREOF, the Company has caused this Fee Agreement to be executed by its duly authorized officer as of the day and year first above written

STAPLES SHARED SERVICE CENTER, LLC

By: _____

Name: _____

Title: _____

INDUCEMENT AND MILLAGE RATE AGREEMENT

THIS INDUCEMENT AND MILLAGE RATE AGREEMENT (this "Agreement") is made and entered into as of this 13th day of March, 2007, by and between **RICHLAND COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), and **STAPLES CONTRACT AND COMMERCIAL, INC.**, a corporation organized and existing under the laws of the State of Delaware (the "Company").

ARTICLE I RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement that have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

(a) The County is authorized and empowered by the provisions of Title 4, Chapter 12, Code of Laws of South Carolina, 1976, as amended (the "Act"), to acquire, own, lease and dispose of properties through which the industrial and economic development of the State of South Carolina will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(b) The County is authorized and empowered by the provisions of Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (the "Simplified Act") to enter into agreements with qualifying taxpayers through which the industrial and economic development of the State of South Carolina will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally. Collectively, the Act and the Simplified Act are referred to herein as the "Acts;"

(c) The Company is considering the expansion and improvement of its existing corporate facilities and capabilities in the County by the expansion of its corporate office facilities and the acquisition, installation or construction of improvements to its corporate office facilities (the "Project") located within the County. The Project would involve an investment of at least Two Million Five Hundred Thousand and No/100 (\$2,500,000.00) Dollars within the meaning of Acts, within a five-year "Investment Period," as that term will be defined subsequently by the Fee Agreement (hereinafter defined). The Company predicts that the Project will likely result in the creation and retention of jobs in Richland County;

(d) In the event that the minimum investment required to qualify for benefits under the Simplified Act is reduced from \$5,000,000 to \$2,500,000, the Company has requested that the County assist it through the incentive of payment in lieu of ad valorem taxes as authorized by Section 12-44-40 of the Simplified Act;

(e) In the event that the minimum investment required to qualify for benefits under the Simplified Act is not reduced from \$5,000,000.00 to \$2,500,000.00, the Company has requested that the County assist it (i) through the acquisition by the County of the Project and the leasing of the Project to the Company and (ii) through the incentive of a payment in lieu of ad valorem taxes as authorized by Section 4-12-30 of the Act; and

(f) The County has given due consideration to the economic development impact of the Project, and hereby finds and determines that (i) the payments in lieu of ad valorem taxes set forth herein are beneficial to the Project, (ii) the Project is anticipated to benefit the general public welfare of Richland County by providing services, employment, recreation or other public benefits not otherwise provided locally, (iii) the Project and the leasing thereof will give rise to no pecuniary liability of the County, the State or of any incorporated municipality within the State or a charge against the general credit or taxing power of the County, the State or of any incorporated municipality within the State, (iv) the purposes to be accomplished by the Project (i.e., economic development, retention and creation of jobs, and addition to the tax base of the County) are proper governmental and public purposes, (v) the inducement of the location or expansion of the Project within the County and State is of paramount importance and (vi) the benefits of the Project will be greater than its costs.

ARTICLE II UNDERTAKINGS ON THE PART OF THE COUNTY

Section 2.1. The terms of the fee-in-lieu of tax arrangement shall be set forth in a definitive fee-in-lieu of tax agreement between the County and the Company in compliance with the Acts (the "Fee Agreement"). The Company shall be solely responsible for the planning, design, acquisition, construction and carrying out of the proposed Project. The Project will be constructed or installed by the Company on one or more sites in the County now owned or hereafter acquired by the Company.

Section 2.2. The terms and provisions of the Fee Agreement shall be substantially in the form generally utilized in connection with the Act or the Simplified Act, as applicable, and as agreed upon by the County and the Company. The Fee Agreement shall contain, in substance, the following provisions:

(a) The term shall begin not later than December 31 of the year in which the initial portion of the Project assets are placed in service, and shall expire on December 31 of the twentieth year following the last year during which the Project assets are placed in service;

(b) The performance of the obligations therein (i) shall not create a pecuniary liability of the County, the State or of any incorporated municipality within the State, and (ii) shall not create a general obligation on the part of the County, the State or any incorporated municipality within the State;

(c) The Company shall make payments or shall pay fees in lieu of taxes, as applicable under the Acts. Such payments or fees shall be made in relation to the Project for a term of twenty (20) years in amounts not less than the ad valorem taxes that otherwise would be due on the Project, but using an assessment ratio of six percent (6%), a fixed millage rate of 372.5 mills and a fair market value estimate using original cost for any real property involved and original cost less allowable depreciation for any personal property, including any replacement property (as adjusted for all ad valorem tax exemptions permitted under the Acts). The assessment ratio and millage rate shall be fixed during the entire term of the Fee Agreement;

(d) The Company may dispose of property subject to fee payments, as set forth in Section 4-12-30 of the Act and Section 12-44-50 of the Simplified Act; and the Company may replace property subject to fee payments and such replacement property may be subject to the fee arrangements, as set forth in Section 4-12-30 of the Act and Section 12-44-50 of the Simplified Act;

(e) The Fee Agreement shall be executed at such time, and upon such additional acceptable terms as the Company and County shall negotiate, subject to the provisions of Article 4 herein; and

(f) In the event the Fee Agreement is entered into pursuant to the Act and title to the Project is conveyed to the County and leased by Company, the Fee Agreement shall provide that the Company shall have the option, upon the expiration or earlier termination of the Fee Agreement, to purchase the Project for One (\$1.00) Dollar.

Section 2.3. In so far as it is legally and practically possible, the County Council shall perform such other acts and adopt such further proceedings as may be required to faithfully implement its respective undertakings and to consummate the proposed transaction.

**ARTICLE III
UNDERTAKINGS ON THE PART OF THE COMPANY**

Section 3.1. The Company shall guarantee payment of any obligations hereunder incurred by the County at the written request of the County. The Company shall pay all costs of planning, design, acquisition, construction, installation, expansion, improvement, and carrying out of the proposed Project.

Section 3.2. If the Project proceeds as contemplated, the Company shall:

(a) enter into the Fee Agreement with the County under the terms of which it will obligate itself to pay to the County payments or fees in lieu of taxes in connection with the Project as and when the same become due and payable pursuant to provisions consistent with the Acts, and those provisions set forth in Section 2.2 hereof and the Acts, as shall be elaborated in a manner satisfactory to the County and to the Company;

(b) perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings in connection with the Project;

(c) apply for, and use its best efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the acquisition, construction, operation and use of the proposed Project; and

(d) to invest at least Two Million Five Hundred Thousand and No/100 (\$2,500,000.00) Dollars in the Project by the end of the fifth year after the end of the property tax year in which the Fee Agreement is executed, subject to any extension which may be approved subsequently by the County pursuant to the Acts.

Section 3.3. The Company shall be solely responsible for the planning, design, acquisition, construction and carrying out of the proposed Project. The Company shall enter into such contracts for acquisition, design and construction and for purchase of machinery, equipment and related real and personal property deemed necessary or desirable by the Company.

Section 3.4. The Company shall pay the County's special counsel's reasonable costs and fees associated with the transactions contemplated herein, which shall not exceed Six Thousand and No/100 (\$6,000.00) Dollars. The County's special counsel with respect to this transaction shall be Parker Poe Adams & Bernstein, LLP.

ARTICLE IV GENERAL PROVISIONS

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the Acts, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County, the State or any incorporated municipality within the State or a charge against the general credit or taxing powers of any of the foregoing entities.

Section 4.2. All commitments of the County and the Company hereunder are subject to all of the provisions of each Act, as applicable, and the general laws of the State and County, and subject further to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof, and the adoption by the County Council of an ordinance authorizing the execution and delivery of such documents and approving the terms thereof.

Section 4.3. If for any reason this Agreement is not executed and delivered by the Company on or before December 31, 2007, the County shall be under no further obligation with respect to the Project, unless the County adopts a subsequent resolution of inducement; thereafter neither party shall have any further rights against the other and no third party shall have any rights against either party except:

(a) The County will convey to the Company any title it may have acquired to any property constituting a part of the Project, to the extent of its ownership therein, if any;

(b) The Company will assume and be responsible for all contracts for construction or purchase of the Project entered into by the County at the request or direction of the Company in connection with the Project; and

(c) The Company will pay the County's special counsel's reasonable costs and fees associated with the transactions contemplated herein, which shall not exceed Six Thousand and No/100 (\$6,000.00) Dollars.

Section 4.4. The Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to parties' obligations described in Section 4.3 hereof, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. Subject to the provisions of each Act, as applicable, the Company may assign all or a part of its rights and obligations under this Inducement Agreement, the Fee Agreement, or any other agreement or agreements hereto or thereto related, or transfer any and all assets of the Company:

(a) to any of its corporate Affiliates, partners or shareholders in the Company, any closely related company (having the same or substantially the same ownership or management group), or any person or company which subleases the Project to the Company or any Affiliate without further consent of the County being required (any of the foregoing contained in this sub-section (a) being hereby approved by the County); or

(b) to any other person or entity, not covered by sub-section (a) above, only with the consent of the County, which consent shall not be withheld unreasonably, except that no such consent is required for financing related transfers or when the Act otherwise specifically states no consent is

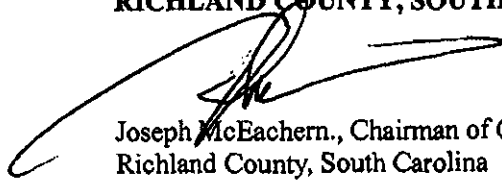
required.

Section 4.6. The Company shall provide the County and the South Carolina Department of Revenue and Taxation with notice of any assignment, transfer, or investment in accordance with the Act, and the County agrees, subject to reimbursement by the Company, to take all further action necessary to implement the assignment, transfer, or investment in accordance with the provisions of the Act and the County agrees that it may take any action by a resolution duly approved by the County Council.

[TWO SIGNATURE PAGES FOLLOW]

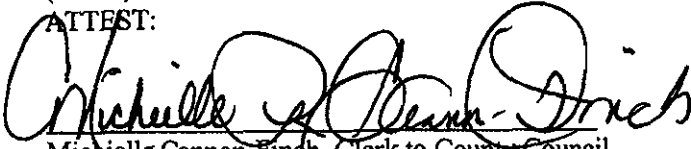
IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Inducement and Millage Rate Agreement on the respective dates indicated below, as of the date first above written.

RICHLAND COUNTY, SOUTH CAROLINA



Joseph McEachern., Chairman of County Council
Richland County, South Carolina

(SEAL)
ATTEST:



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

Date: As of March ___, 2007.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Inducement and Millage Rate Agreement on the respective dates indicated below, as of the date first above written.

STAPLES CONTRACT AND COMMERCIAL,
INC.

By: Susan Hoyt
Name: Susan Hoyt
Title: CRP Human Resources

Date: As of October 30, 2007.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**A RESOLUTION OF THE
RICHLAND COUNTY COUNCIL**

A RESOLUTION TO APPOINT AND COMMISSION MARQUIS LEONARD GANTT 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 Marquis Leonard Gantt is hereby appointed and commissioned a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon him by the governing body of this County, including the enforcement of the County’s animal care regulations and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Marquis Leonard Gantt 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 Marquis Leonard Gantt is no longer employed by Richland County to enforce the County’s animal care regulations.

ADOPTED THIS THE ____ DAY OF NOVEMBER, 2007.

Joseph McEachern, Chair
Richland County Council

Attest: _____
Michielle R. Cannon-Finch
Clerk of Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**A RESOLUTION OF THE
RICHLAND COUNTY COUNCIL**

**A RESOLUTION TO APPOINT AND COMMISSION THOMAS PIERCE PAIGE
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 Pierce Paige is hereby appointed and commissioned a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon him by the governing body of this County, including the enforcement of the County's animal care regulations and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Thomas Pierce Paige 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 Pierce Paige is no longer employed by Richland County to enforce the County's animal care regulations.

ADOPTED THIS THE ___ DAY OF NOVEMBER, 2007.

Joseph McEachern, Chair
Richland County Council

Attest: _____
Michielle R. Cannon-Finch
Clerk of Council

**STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)**

**A RESOLUTION OF THE
RICHLAND COUNTY COUNCIL**

A RESOLUTION TO APPOINT AND COMMISSION BRADLEY CRAIG ROGERS 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 Bradley Craig Rogers is hereby appointed and commissioned a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon him by the governing body of this County, including the enforcement of the County’s business license regulations and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Bradley Craig Rogers 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 Bradley Craig Rogers is no longer employed by Richland County to enforce the County’s business license regulations.

ADOPTED THIS THE _____ DAY OF NOVEMBER, 2007.

Joseph McEachern, Chair
Richland County Council

Attest: _____
 Michielle R. Cannon-Finch
 Clerk of Council