

STATE FISCAL ACCOUNTABILITY AUTHORITY

Meeting of Tuesday, May 31, 2022 -- 10:00 A. M.

Room 252, Edgar A. Brown Building

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6.	Department of Administration, Facilities Management and Property Services	Real Property Conveyance – Saxum Investment Company, LLC
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STATE FISCAL ACCOUNTABILITY AUTHORITY

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STATE FISCAL ACCOUNTABILITY AUTHORITY

REGULAR SESSION

MEETING OF May 31, 2022

ITEM NUMBER 1AGENCY: State Treasurer's OfficeSUBJECT: Bond Counsel Selection

Description of Issue	Agency/Institution (Borrower)	Bond Counsel	Issuer's Counsel
\$35,000,000; South Carolina Jobs-Economic Development Authority ("SC JEDA"); Economic Development Revenue Bonds, Series 2022; Workforce Housing Development Corporation - Johnston Farms Apartments	Workforce Housing Development Corporation - Johnston Farms Apartments Conduit: SC JEDA	Parker Poe – Emily Luther, Emily Zackon, Ray Jones, and Ryan Romano	Howell Linkous & Nettles – Sam Howell, Alan Linkous
\$45,000,000; SC JEDA; Economic Development Revenue Bonds (Taxable), Series 2022; Surfworks Myrtle Beach LLC	Surfworks Myrtle Beach LLC Conduit: SC JEDA	Katten Muchin Rosenman – Chad Doobay and Craig Scully Burr Forman - Michael Sezen	Haynsworth Sinkler Boyd – Kathy McKinney and Kimberly Witherspoon
\$150,000,000; SC JEDA; Student Housing Facilities Revenue Bonds & Economic Development Facilities Revenue Bonds, Series 2022; Gadsden & Greene, LLC - The USC Development Foundation	Gadsden & Greene, LLC - The USC Development Foundation Conduit: SC JEDA	Haynsworth Sinkler Boyd – Kathy McKinney and Ron Scott	Pope Flynn Group - Joe Lucas
\$174,000,000; SC JEDA; Hospital Revenue Bonds and Hospital Revenue Refunding Bonds, Series 2022; Lexington Health, Inc.	Lexington Health, Inc. Conduit: SCJEDA	Haynsworth Sinkler Boyd – Kathy McKinney and Kimberly Witherspoon	Howell Linkous & Nettles – Sam Howell, Alan Linkous
\$102,000,000; SC JEDA; Healthcare Facilities Revenue Refunding Bonds, Series 2022; Georgetown Hospital System dba Tidelands Health	Georgetown Hospital System dba Tidelands Health Conduit: SCJEDA	Haynsworth Sinkler Boyd – Kathy McKinney and Ron Scott	Burr Forman – Michael Seezen and Assatta Williams

**GENERAL OBLIGATION /
REVENUE ISSUES:**

Description of Issue	Agency/Institution (Borrower)	Bond Counsel	Issuer's Counsel
\$45,000,000; State of South Carolina General Obligation State Institution Bonds (Issued on Behalf of Clemson University), Series 2022	State of South Carolina (on behalf of Clemson University)	Pope Flynn Group – Gary Pope	South Carolina Attorney General
\$375,000,000; South Carolina State Housing Finance & Development Authority Mortgage Revenue Bonds / Notes; Series 2022B & 2022C	South Carolina State Housing Finance and Development Authority	Burr Forman McNair – Rion Foley	Issuer's Counsel to SC State Housing Authority – Tracey Easton (General Counsel)

STATE FISCAL ACCOUNTABILITY AUTHORITY

REGULAR SESSION

MEETING OF May 31, 2022

ITEM NUMBER 1

AGENCY: State Treasurer's Office

SUBJECT: Bond Counsel Selection

AUTHORITY ACTION REQUESTED:

In accord with Authority policy, receive the State Treasurer's Office report of bond counsel as information.

ATTACHMENTS:

Bond Counsel Selection Approved by the State Treasurer's Office

**The State Treasurer advises the State Fiscal Accountability Authority, for informational purposes,
of the firms selected and approved for its May 31, 2022 meeting:**

CONDUIT/OTHER ISSUES:

Description of Issue	Agency/Institution (Borrower)	Bond Counsel	Issuer's Counsel	Date STO Approved
\$35,000,000; South Carolina Jobs-Economic Development Authority ("SC JEDA"); Economic Development Revenue Bonds, Series 2022; Workforce Housing Development Corporation - Johnston Farms Apartments	Workforce Housing Development Corporation - Johnston Farms Apartments Conduit: SC JEDA	Parker Poe -- Emily Luther, Emily Zackon, Ray Jones, and Ryan Romano	Howell Linkous & Nettles -- Sam Howell, Alan Linkous	3/17/2022
\$45,000,000; SC JEDA; Economic Development Revenue Bonds (Taxable), Series 2022; Surfworks Myrtle Beach LLC	Surfworks Myrtle Beach LLC Conduit: SC JEDA	Katten Muchin Rosenman -- Chad Doobay and Craig Scully Burr Forman - Michael Sezen	Haynsworth Sinkler Boyd -- Kathy McKinney and Kimberly Witherspoon	3/17/2022
\$150,000,000; SC JEDA; Student Housing Facilities Revenue Bonds & Economic Development Facilities Revenue Bonds, Series 2022; Gadsden & Greene, LLC - The USC Development Foundation	Gadsden & Greene, LLC - The USC Development Foundation Conduit: SC JEDA	Haynsworth Sinkler Boyd -- Kathy McKinney and Ron Scott	Pope Flynn Group - Joe Lucas	4/20/2022
\$174,000,000; SC JEDA; Hospital Revenue Bonds and Hospital Revenue Refunding Bonds, Series 2022; Lexington Health, Inc.	Lexington Health, Inc. Conduit: SCJEDA	Haynsworth Sinkler Boyd -- Kathy McKinney and Kimberly Witherspoon	Howell Linkous & Nettles -- Sam Howell, Alan Linkous	4/22/2022
\$102,000,000; SC JEDA; Healthcare Facilities Revenue Refunding Bonds, Series 2022; Georgetown Hospital System dba Tidelands Health	Georgetown Hospital System dba Tidelands Health Conduit: SCJEDA	Haynsworth Sinkler Boyd -- Kathy McKinney and Ron Scott	Burr Forman -- Michael Seezen and Assatta Williams	4/22/2022

GENERAL OBLIGATION / REVENUE ISSUES:

Description of Issue	Agency/Institution (Borrower)	Bond Counsel	Issuer's Counsel	Date STO Approved
\$45,000,000; State of South Carolina General Obligation State Institution Bonds (Issued on Behalf of Clemson University), Series 2022	State of South Carolina (on behalf of Clemson University)	Pope Flynn Group -- Gary Pope	South Carolina Attorney General	4/18/2022
\$375,000,000; South Carolina State Housing Finance & Development Authority Mortgage Revenue Bonds / Notes; Series 2022B & 2022C	South Carolina State Housing Finance and Development Authority	Burr Forman McNair -- Rion Foley	Issuer's Counsel to SC State Housing Authority -- Tracey Easton (General Counsel)	4/18/2022

MEETING OF May 31, 2022

ITEM NUMBER 2, Page 1AGENCY: Department of Administration, Executive Budget OfficeSUBJECT: Permanent Improvement Projects

- (a) Project: JBRC Item Separate: Clemson University
H12.9951: Development and Alumni Center Building Construction
- Request: Establish Phase II Full Construction Budget to construct an approximately 100,000 square foot building to provide space for university and related organizational groups.
- Included in CPIP: Yes – 2021 CPIP Priority 3 of 9 in FY22 (estimated at \$51,000,000)
Phase I Approval: October 2021 (estimated at \$45,800,000) (SFAA)
CHE Approval: 05/05/22

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Institution Bonds				44,000,000	44,000,000
Other, Maintenance & Stewardship	1,020,000		1,020,000	(1,020,000)	
Other, Private Gifts				12,000,000	12,000,000
All Sources	<u>1,020,000</u>		<u>1,020,000</u>	<u>54,980,000</u>	<u>56,000,000</u>

Summary of Work: The project was established to include approval for Clemson to contract with the design firm and the Construction Manager at Risk hired by CUF to complete the design and construction of this project since the university will occupy a majority of the building to be constructed. Event spaces, outdoor areas for special events, and road improvements to address safety concerns will be included in the project scope. The new building will be constructed to include two proposed roofing systems. For the non-occupied roof areas, which is the majority of the roof, the roof will be a Built-up Bituminous Roof System. For the occupied roof areas, which there are multiple roof areas in the facility that will be occupied terrace areas, the roof will be an Inverted Roof Membrane Assembly (IRMA) that features a fluid applied rubberized asphalt membrane that is protected by a drainage layer, insulation and 2'x2' concrete pavers on adjustable pavers. The new roof will come with a 2-year installer's warranty and a 20-year material warranty.

Rationale: By constructing a new facility on the periphery of campus, the university can move administrative functions to lower cost space and re-purpose high-value space in the core campus for student facing purposes. Per the university, consolidating the Development, Alumni Association and Clemson University Foundation offices in a single location will improve operational efficiencies and the partnership between these closely related functions. Additionally, the alignment and presence of these functions together is anticipated to generate donor interest, reducing the overall cost of the project to the university. Locating these functions adjacent to the university's existing conference center and event space will create efficiencies by not duplicating event space.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

Facility Characteristics: The new building to be constructed will be approximately 100,000 square feet and will house the Clemson University Foundation, Alumni Association, Admissions Office, Development Office, Board of Trustees Staff Offices, University Relations, Michelin Career Center, Visitor's Center and other functions. It will also house operations associated with the Walker Golf Course, including the pro shop, short order food service and club house as the current facilities will be demolished to construct the new building. The building will house approximately 216 staff and 128 students. It can also be utilized by an additional 1,000 individuals at any one time in various meeting, seminar, event, and dining spaces within the facility. Further, approximately 72,000 individuals visit the Visitors Center every year.

Financial Impact: The project will be funded from State Institution Bond Funds (bond resolution will be submitted for approval by the Joint Bond Review Committee and the State Fiscal Accountability Authority concurrently with the Phase II approval), and Private Gifts (\$12 million committed by Clemson University Foundation at February 21, 2022). The project is expected to result in an increase of \$650,000 (year 1), \$669,500 (year 2), and \$689,585 (year 3), in annual operating expenses. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently \$1,005 per student per semester, and has increased from \$738 in 2014-2015 to 2021-2022 respectively. The building is being constructed to meet two Green Globes certification standards with an anticipated energy savings of \$2,234,263.33 over a 30-year period.

Full Project Estimate: \$56,000,000 (internal) funded by State Institution Bonds and Private Gift Funds. Contract execution is expected in October 2022 with construction completion in February 2024.

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ITEM NUMBER 2, Page 3AGENCY: Department of Administration, Executive Budget OfficeSUBJECT: Permanent Improvement Projects

- (b) Project: JBRC Item 1: College of Charleston
H15.9678: Berry Residence Hall and Honors Program Renovation
- Request: Establish Phase I Pre-Design Budget to complete interior renovations to Berry Residence Hall.
- Included in CPIP: Yes – 2021 CPIP Priority 7 of 11 in FY22 (estimated at \$13,500,000)
- CHE Approval: 05/05/22

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Auxiliary Housing Revenues				475,000	475,000
Other, Capital Improvement Project				100,000	100,000
All Sources				<u>575,000</u>	<u>575,000</u>

Summary of Work: The project will address mechanical, electrical and plumbing issues, roof repairs, elevator upgrades and interior refresh consisting of new paint, flooring, lighting, millwork, plumbing fixtures, appliances, furniture, and signage. The renovations will centralize offices, classes, and programming, releasing space elsewhere on campus. The entire building will be renovated. The building will be designed to meet Two Green Globes certification standards.

Rationale: The last significant renovation was in 2003. Per the college, prospective students and parents consider campus living environments to be among the top criteria in choosing a college or university, and this especially applies to Honors housing.

Facility Characteristics: Berry Residence Hall is a 183,514 six-level 630-bed residence hall constructed in 1989 (33 years old). The building will house Honors College students (floors two and three), general population students (floors four through six), Faculty Fellow Program/Advising Center, the Office of Undergraduate Research and Creative Activities, and the Office of Nationally Competitive Awards (floor one). Technology-rich, comfortable public space will be created for presentations, receptions, workshops, and other events.

Financial Impact: The project will be funded from Auxiliary Housing Revenues (uncommitted balance \$47.3 million at March 23, 2022), and Capital Improvement Project Funds (uncommitted balance \$44.9 million at March 23, 2022). Revenue to the Housing fund is generated primarily through the Student Housing Fee, paid per-semester by students who reside in on-campus housing. The fee varies based on amenities, condition, and age of the College's 13 residence halls and 24 historic student residences. The revenues are used solely for the operation, maintenance, renovation, repair, and debt service of this specific auxiliary enterprise. Revenue to the Capital Improvement Project Fund is the Capital Improvement Fee that are in excess of the current annual debt service related to bonds. This fee is that portion of the student bill earmarked for debt service and renewal of the physical infrastructure. The procurement method for this project will be Construction Manager At-Risk. The project is expected to result in a decrease of \$27,525 (year 1), \$28,351 (year 2), and \$30,477 (year 3), in annual operating expenses. No

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student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently \$906 per student per semester, and has increased from \$781 to 906 for the academic years 2014-2015 to 2021-2022.

Full Project Estimate: \$23,000,000 (internal) funded by Auxiliary Housing Revenue and Capital Improvement Project Funds. The estimated cost to complete the project has increased from the 2021 CPIP because the project was originally only for a refresh only. After further investigation with the feasibility study an internal study confirmed deferred maintenance issues. The additional amount addresses not only the refresh but the deferred maintenance and upgrades to fire and life safety as well. For the Honors E&G portion, it was found after the feasibility study, with the existing space, program needs for Honors, and current construction costs and inflation, additional funds were required to integrate the Honors program into the building successfully. The college then committed to allotting an additional \$1 million to successfully integrate the Honors program into the building on the ground floor.”

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ITEM NUMBER 2, Page 5AGENCY: Department of Administration, Executive Budget OfficeSUBJECT: Permanent Improvement Projects

- (c) Project: JBRC Item 2: Coastal Carolina University
H17.9619: Shift Western End of University Boulevard
- Request: Establish Phase I Predesign Budget to shift approximately 2,100 feet of the western end of University Blvd. southward to the edge of campus.
- Included in CPIP: Yes – 2021 CPIP Priority 1 of 2 in FY23 (estimated at \$7,400,000)
- CHE Approval: 05/05/22

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Penny Sales Tax				111,000	111,000
All Sources				<u>111,000</u>	<u>111,000</u>

Summary of Work: This project will shift the western end of University Boulevard southward to the edge of the wetland slough. Brooks Stadium is currently located immediately adjacent to University Boulevard. High fan volume on game days combined with the close proximity to the roadway creates potential hazards and safety concerns.

Rationale: Relocating University Boulevard southward would alleviate the concentration of pedestrians on/near this main campus thoroughfare. Additionally, relocation will permit expansion of the intercollegiate athletic complex allowing for construction of the proposed Indoor Football Practice Facility and the proposed Health and Exercise Science Building at the south end of Brooks Stadium, which will include premium seating overlooking the stadium. This shift would also draw the intersection of University Boulevard with SC 544 closer to the University Place residential complex and YY parking lot allowing safer and more convenient pedestrian and bicycle access.

Facility Characteristics: University Boulevard is the main thoroughfare through campus. It is used by all students, faculty, staff and visitors.

Financial Impact: This project will be funded from Penny Sales Tax Funds (uncommitted balance \$27.3 million at February 28, 2022). The Penny Sales Tax was approved in November 2008, started on March 1, 2009, and runs for 15 years. This funding can be utilized for construction, renovation, land acquisition or to offset debt service payments. The legislation guarantees that Coastal Carolina University will receive 13.3% of the sales tax collections. The University's portion has averaged \$10,900,000 per year over the last five-year time period, and the balance with the State Treasurer does earn interest. The project is not expected to result in any change in annual operating expenditures. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently \$505 per student per semester, and has decreased from \$595 in 207-2018 to \$505 in 2021-2022.

Full Project Estimate: \$7,400,000 (internal) funded by Penny Sales Tax Funds.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(d) Project: JBRC Item 4: Winthrop University
H47.9596: Demolition for Richardson Hall (residence hall)

Request: Establish Phase II Full Construction Budget to demolish the building.

Included in CPIP: Yes – 2021 CPIP Priority 3 of 5 in FY25 (estimated at \$3,000,000)

Phase I Approval: December 2021 (estimated at \$3,600,000) (SFAA)

CHE Approval: 05/05/22

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Housing	54,000		54,000	3,546,000	3,600,000
All Sources	<u>54,000</u>		<u>54,000</u>	<u>3,546,000</u>	<u>3,600,000</u>

Summary of Work: This project will abate and then demolish the building, making land available for future development to support the Campus Master Plan.

Rationale: Winthrop is implementing a five-year plan to renovate several residence halls including Lee Wicker and Phelps, and the closing and demolition of Wofford Hall. This project will address the closing of Richardson Hall.

Facility Characteristics: Richardson Hall is 87,020 square feet and was constructed in 1966 (56 years old). It is a residence hall that houses approximately 400 students.

Financial Impact: This project will be funded from Other, Housing Fund (uncommitted balance \$9.5 million at March 11, 2022). Revenue to the Housing Fund Net Position is derived from annual student housing and dining fees. Rates vary depending on type of room and number of occupants. The project is expected to result in a decrease of \$80,000 (years 1 thru 3), in annual operating expenses. No student fees or tuition will be increased as a consequence of the project. A portion of tuition is designated for capital improvements, currently \$523 per student per semester, and has decreased from \$593 in 2017-2018 to \$523 in 2021-2022.

Full Project Estimate: \$3,600,000 (internal) funded by Housing Funds. Contract execution is expected in August 2022 and completion of construction in August 2023.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

- (e) Project: JBRC Item 8: Department of Administration
D50.6040: Supreme Court – Waterproof Walls and Windows and Roof Repairs
- Request: Increase Phase II Full Construction Budget and Revise Scope to replace the windows with ballistic windows as requested by the South Carolina Judicial Department instead of restoring them, and to cover increased construction costs due to the added cost of ballistic protection and the delay of the project due to COVID-19 and the required review by the South Carolina Historical Preservation Office and the City of Columbia Design Development Review Committee.
- Included in CPIP: No – The project was not included in the 2021 CPIP as it was unknown at the time of the submission that a budget increase would be necessary.
- Phase II Approval: September 2019 (estimated at \$2,599,445) (Admin.)
- CHE Approval: N/A

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
FY20 Capital Reserve	2,599,445		2,599,445		2,599,445
Appropriated State, FY22 Proviso 118.18 (67)(B)				161,719	161,719
Other, Non-Departmental (transfer from D50-6003)				112,074	112,074
Other, FY19 Judicial Capital Reserve (38) (transfer from D50-6008)				165,740	165,740
Other, FY19 Judicial Capital Reserve (38)				341,987	341,987
Other, SCJB Development				165,523	165,523
All Sources	2,599,445		2,599,445	947,043	3,547,488

- Summary of Work: The project will replace the windows at the Supreme Court building with ballistic windows to address water infiltration issues and to protect the Supreme Court Justices and staff housed in the facility. The windows are original to the building, have multiple leaks, and are not energy efficient. The project will also address the exterior wall and window waterproofing issues identified in the January 2013 "Exterior Wall Condition Assessment" report prepared by Shepard & Associates. The original project scope includes: 1) Cleaning of exterior wall; 2) Tuck-pointing; 3) Limestone repairs; 4) Repair of embedded carbon steel elements in the limestone; 5) Miscellaneous removal or minor repairs to existing exterior elements. The project will also address repair needs as well as provide safety improvements at the roof of the Supreme Court Building. The work will include repairs/modifications to the stainless-steel gutter liner that was installed in 2011-2012 as part of a new quartz zinc metal roof assembly and correct related construction deficiencies for which a settlement was received from the Surety. The work will also include installation of fall protection stations at the existing single ply membrane portion of the roof. New roof walkway protection pads will also be added at strategic locations to provide additional protection for the roof

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membrane. Minor repairs will also be done on the single-ply roof and submitted for warranty eligibility, which expired in 2021. The revised scope of work will replace the existing windows with ballistic windows that will include Low-E glass and provide energy efficiency.

Rationale: The Supreme Court Building is a National Register Property and City of Columbia Historic landmark building. This project will therefore require special attention to detail and preservation methods as well as some additional coordination and review with state and municipal authorization. The Judicial Branch has requested the windows be replaced with ballistic windows due to significant concerns regarding security of the Justices.

Facility Characteristics: The Supreme Court Building is approximately 51,006 square feet and was constructed in 1921 (101 years old). The windows are original to the building, the metal gutters were renovated in 2011, and the single ply roof was replaced in 2006. The work will address the Supreme Court Building Envelope, which includes approximately 21,370 square feet of exterior walls, 76 windows, and the approximately 17,600 square foot roof. The building is utilized by approximately 50 Judicial Branch staff and approximately 5,800 visitors a year.

Financial Impact: The project will be funded from Judicial Appropriated State, Proviso 118.18 (nonrecurring) Funds (uncommitted balance \$2.8 million at March 22, 2022), Judicial Non-Departmental Funds as a transfer from D50-6003 (uncommitted balance \$112,074 at March 22, 2022), Judicial FY19 Capital Reserve Funds as a transfer from D50-6008 (uncommitted balance \$165,740 at March 22, 2022), Judicial FY19 Capital Reserve Funds (uncommitted balance \$8.7 million at March 22, 2022) and Judicial Development Funds (uncommitted balance \$8.6 million at March 22, 2022). The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: \$3,547,488 (internal) funded by Judicial Capital Reserve, Appropriated State, Non-Departmental and SCJB Development Funds. Contract execution is expected in October 2022 and completion of construction in March 2024.

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- (f) Project: JBRC Item 9: Office of the Adjutant General
E24.9812: Statewide Readiness Center Female Latrines
- Request: Increase Phase II Construction Budget for the design of Wellford, Hartsville and Abbeville, as well as increased cost due to inflation for construction, labor and materials for Walterboro and West Columbia.
- Included in CPIP: Yes – 2022 CPIP Priority 5 of 23 in FY22
(this portion estimated at \$600,000 & estimated at \$4,556,800 for all 12 facilities)
- Phase I Approval: August 2018 (estimated at \$2,233,435 for all 12 facilities) (SFAA)
- Phase II Approval: April 2019 (estimated at \$2,450,000 for all 12 facilities) (SFAA)
- Phase II Increase Approval: February 2020 (estimated at \$2,650,000 for all 12 facilities) (SFAA)
- Phase II Increase Approval: December 2020 (estimated at \$2,650,000 for all 12 facilities) (SFAA)
- Phase II Increase Approval: March 2021 (estimated at \$3,850,000 for all 12 facilities) (SFAA)
- Phase II Increase Approval: October 2021 (estimated at \$2,650,000 for all 12 facilities) (SFAA)
- Phase II Increase Approval: January 2022 (estimated at \$2,172,349 for all 12 facilities) (SFAA)
- CHE Approval: N/A

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Appropriated State	12,500	628,066	640,566	67,886	708,452
Federal, National Guard Bureau	37,500	1,445,589	1,483,089	203,659	1,686,748
All Sources	<u>50,000</u>	<u>2,073,655</u>	<u>2,123,655</u>	<u>271,545</u>	<u>2,395,200</u>

Summary of Work: The project was established to renovate and expand existing female latrines in various readiness centers across the state. The initial group of readiness centers include North Charleston, Walterboro, Wellford, Abbeville, Hartsville, Saluda, Newberry, Batesburg, Kingstree, Seneca, West Columbia, and Rock Hill. The North Charleston, Edgefield, Rock Hill, Saluda, Newberry, Saluda and Kingstree facilities have been completed. The funds in this request will be used for the design of Wellford, Hartsville and Abbeville, and the construction of West Columbia and Walterboro. The scope of work includes renovating existing female latrine and constructing additional authorized space to include new utilities and fixtures, along with any required mechanical, electrical and plumbing work.

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AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

Rationale: Due to the rising number of female soldier's adequate latrine space is needed. Per NG Pam 415-12, the assigned unit(s) are authorized 2,000 square feet of latrine space. This project will allow the female soldiers to have the required number of facilities (toilets, showers, changing areas) they need to conduct training.

Facility Characteristics: Each female latrine is 72 square feet to 339 square feet and was constructed from 1958 to 1989 (33 years to 64 years old).

Financial Impact: The project will be funded with Appropriated State Funds (uncommitted balance \$600K million at March 24, 2022) and Federal, National Guard Bureau Funds (uncommitted balance \$4 million at March 24, 2022). Revenue to this fund is received from the Construction and Facilities Management Office's Master Cooperative Agreement funds. The project is expected to result in an increase of \$3,000 (years 1 thru 3) in annual operating expenses.

Full Project Estimate: \$2,395,200 (internal) for this phase of the project with an estimated cost of \$3,645,200 (internal) (for all 12 facilities), funded by Appropriated State and National Guard Bureau Funds. Construction completion for Walterboro and West Columbia are expected in August 2022.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

- (g) Project: JBRC Item 14: Department of Mental Health
J12.9766: SCDMH Harris Anti-Ligature Bathroom Renovations
- Request: Increase Phase II Full Construction Budget to cover higher than anticipated bid costs to replace the patient bathroom hardware with anti-ligature fixtures in the Patrick B. Harris Psychiatric Hospital in Anderson County.
- Included in CPIP: Yes – 2021 CPIP Priority 4 of 21 in FY22 (estimated at \$600,000)
Phase I Approval: October 2018 (estimated at \$600,000) (JBRC)
Phase II Approval: June 2020 (estimated at \$640,000) (JBRC)
CHE Approval: N/A

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Other, Capital Improvement & Maintenance	9,000	631,000	640,000	1,500,000	2,140,000
All Sources	<u>9,000</u>	<u>631,000</u>	<u>640,000</u>	<u>1,500,000</u>	<u>2,140,000</u>

Summary of Work: The project was established to modify at least 7 of the 54 facility bathrooms to current anti-ligature compliance. This includes items like sinks, faucets, doors, doorknobs, hinges, paper towel dispensers, soap dispensers, shower heads, mixing valves, toilet flush valves, etc. This phase of the project scope expanded from 7 bathrooms to 24 (2 complete lodges) and came in over budget. The project will be re-bid and award to complete 24 bathrooms that will also complete 2 of the 5 Lodges. Each Lodge has approximately 12 bathrooms each.

Rationale: In order to get CMS (Centers for Medicare/Medicaid) federal funding, Patrick B. Harris Psychiatric Hospital must maintain licensing, certification, and accreditation from DHEC, CMS & The Joint Commission respectively. Currently, Harris Hospital is not in compliance with anti-ligature safety requirements.

Facility Characteristics: The building is 162,301 square feet and was built in 1985 (35 years old). The building is utilized by 626 students, 311 staff, and 777 clients. The inpatient psychiatric hospital has 200 licensed beds with current capacity of 131 beds.

Financial Impact: The project will be funded from Capital Improvement & Maintenance Funds (uncommitted balance \$15 million at February 24, 2022). Revenue to this fund is authorized by Proviso 35.7 (Act 97 of 2017) permitting deposit of amounts appropriated for deferred maintenance and other one-time funds from any source into an interest-bearing fund held by the State Treasurer for, among other purposes and subject to required approvals, capital projects and ordinary repair and maintenance. The project is not expected to result in any change in annual operating expenditures.

MEETING OF May 31, 2022

ITEM NUMBER 2, Page 12

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

Full Project Estimate: \$2,140,000 (internal) funded by Capital Improvement & Maintenance Funds.
Contract execution is expected in July 2022 with construction completion in
February 2023.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

- (h) Project: JBRC Item 22: Department of Natural Resources
P24.6054: Georgetown - Santee Island Land Acquisition (OSI - TNC)
- Request: Establish Final Land Acquisition to purchase approximately 1,861 acres of land in Georgetown County.
- Included in CPIP: Yes – 2021 CPIP Priority 7 of 32 in FY22 (estimated at \$1,820,000)
- Phase I Approval: January 2022 (estimated at \$2,023,000) (SFAA)
- CHE Approval: N/A

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Federal, US Fish & Wildlife Services Grant				1,000,000	1,000,000
Other, Fish & Wildlife Protection (Alligator)	20,000		20,000	150,000	170,000
Other, SC Conservation Bank Grant				850,000	850,000
Other, TNC/TCF (In Kind Match)				3,000	3,000
All Sources	<u>20,000</u>		<u>20,000</u>	<u>2,003,000</u>	<u>2,023,000</u>

Rationale: The acquisition of the property will protect an island and its associated wildlife and plant species and provide recreational outdoor opportunities to the public. If it is acquired the property will be incorporated into SCDNR's Wildlife Management Area Program.

Characteristics: The property is located two miles west of US Highway 17 in Georgetown County and eight miles northwest of McClellanville. The property is comprised of a bottomland hardwood forest, a cypress-tupelo swamp, depressional wetlands, historic rice fields, creeks, and approximately 5.5 miles of frontage along the North and South Santee Rivers. The Francis Marion National Forest adjoins the property to the south. SCDNR biologists have identified 117 priority species that likely utilize the area, including 21 species that are either federally or state listed.

Financial Impact: The property is offered by Open Space Institute Land Trust, Inc. of New York, NY and The Nature Conservancy of Mt. Pleasant SC for \$2,000,000. The acquisition will be funded from US Fish & Wildlife Service Grant (uncommitted balance \$1 million at April 13, 2022), Fish & Wildlife Protection (Alligator) (uncommitted balance \$185K at April 13, 2022), SC Conservation Bank Grant (uncommitted balance \$850K at April 13, 2022), and The Nature Conservancy (uncommitted balance \$1K at April 13, 2022) and The Conservation Funds (uncommitted balance \$2K at April 13, 2022). Revenue from the US Fish & Wildlife Services Fund is administered to the National Coastal Wetlands Conservation Grant Program to provide matching grants to eligible entities in coastal states for the acquisition, restoration, enhancement, management, and preservation of coastal wetlands. Revenue to the Fish & Wildlife Protection

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

(Alligator) fund is derived from the sale of tags to harvest alligators and provides for the revenue to be placed in the Fish and Wildlife Protection Fund. Revenue from this source must be expended by DNR for the protection, promotion, propagation, and management of freshwater fisheries and wildlife, the enforcement of related laws, the administration of the department, and the dissemination of information, facts, and findings the department considers necessary. Revenue to the SC Conservation Bank Grant fund is provided by the SC Conservation Bank Act, whose mission is to improve the quality of life in South Carolina through the conservation of natural resource lands, wetlands, historical properties, and archaeological sites. The Nature Conservancy invests in projects that contribute toward conserving the lands and water on which all life depends. The Conservation Fund invests in protecting America's most critical lands and waters to provide greater access to nature, strengthen local economies and enhance climate resiliency. The project is expected to result in an increase of \$1,000 (year 1), \$500 (years 2 thru 3), in annual operating expenses. An appraisal was completed by Holstein Appraisals in July 2021 and valued the property at \$3,210,000. A Phase I Environmental Site Assessment was completed by Southeastern Regulatory Compliance, Inc. in March 2022 and revealed no evidence of recognized environmental conditions in connection with the property. A Building Condition Assessment is not required because there are no structures located on the property. Letters of support are not required because the property is owned by non-profit conservation organizations.

Full Project Estimate: \$2,023,000 (internal) funded by US Fish & Wildlife Services Grant, Fish & Wildlife Protection (Alligator), SC Conservation Bank Grant and The Nature Conservancy/The Conservation Funds.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

- (i) **Project:** JBRC Item 24: Department of Motor Vehicles
R40.9614: CDL Program Improvement Grant
- Request:** Establish Phase II Full Construction Budget to refurbish CDL Skills Test Courses and to restripe CDL Skills Test Courses.
- Included in CPIP:** Yes – 2021 CPIP Priority 2 of 7 in FY22 (estimated at \$1,215,719)
- Phase I Approval:** October 2020 (estimated at \$1,192,050) (SFAA)
- CHE Approval:** N/A

Source of Funds	Original Budget Amount	Cumulative Changes Since Original Budget	Current Budget	Adjustment Requested	Total Budget After Current Adjustment
Federal, CDLPI Grant	83,358		83,358	890,192	973,550
Other, Earmarked Cash	113,642		113,642	104,758	218,400
All Sources	<u>197,000</u>		<u>197,000</u>	<u>994,950</u>	<u>1,191,950</u>

Summary of Work: The project includes refurbishment and restriping at the following field offices that provide CDL testing: Bennettsville, Greenville (Saluda Dam), Greenwood, Ladson, North Augusta, Rock Hill, and Sumter. These seven (7) field offices will be resurfaced. Two (2) field offices, Myrtle Beach Common and Shop Road, will be restriped.

Rationale: Renovating our CDL sites will provide a safe testing and training area for South Carolina citizens.

Facility Characteristics: The nine locations included in this project are between 1,192 square feet and 9,286 square feet (per Federal Regulations all sites are 250' x 70') and were constructed between 1975 (47 years old) and 1990 (32 years old). These facilities are utilized by SC citizens who come to the SCDMV and pursue a Commercial Driver's License, after initially obtaining their written permit test, and then passing the Commercial Driver's License test on the skills test pad. SCDMV CDL examiners/trainers will be able to train third party testers, future CDL drivers and other DMV employees. There are several different class types of Commercial Drivers Licenses - which range from driving buses, firetrucks, and semi-tractor/trailer combinations. Approximately 8,000 South Carolinians attempt the CDL exam with 6,000 people passing the CDL exam every year.

Financial Impact: The project will be funded from Federal, Commercial Driver's License Program Grant Funds (uncommitted balance \$1.12million at March 21, 2022), and Other, Earmarked Cash Funds (uncommitted balance \$6.7 million at March 21, 2022). Proviso 82.6 DMV Fund Balance Carry Forward allows SCDMV to expend carry forward funds not designated for REAL ID and/or Phoenix III for expenditures as needed. The project is not expected to result in any change in annual operating expenditures.

Full Project Estimate: \$1,192,050 (internal) funded by CDLPI Grant Funds and Earmarked Cash Funds. Contract execution is expected in May 2022 with construction completion for Ladson in September 2022, and the remainder in September 2024.

AGENCY: Department of Administration, Executive Budget Office

SUBJECT: Permanent Improvement Projects

AUTHORITY ACTION REQUESTED:

Approve permanent improvement project establishment requests and budget revisions as requested by the Department of Administration, Executive Budget Office. All items have been reviewed favorably by the Joint Bond Review Committee.

ATTACHMENTS:

Agenda item worksheet and attachments

Project List: SFAA Items - May 31, 2022

SFAA Items - May 31, 2022

SFAA Item	JBRC Item2	Agency Code	Agency Name	Project ID	Project Name	Final Approval Type Needed	Action Proposed	Included in CIP?*	Current Budget	Requested Change	Phase I	Total Phase II Budget	SOF (excludes proposed Phase II if currently seeking Phase I)
(a)	Sep.	H12	Clemson University	9951	Development and Alumni Center Building Construction	SFAA	Establish Phase II	Yes	1,020,000	54,980,000	1,020,000	56,000,000	Institution Bonds / Other - Private Gifts
(b)	1	H15	College of Charleston	9678	Berry Residence Hall and Honors Program Renovation	SFAA	Establish Phase I	Yes	-	575,000	575,000	23,000,000	Other - Auxiliary Housing Revenues / Other - Capital Improvement Project
(c)	2	H17	Coastal Carolina University	9619	Shift Western End of University Boulevard	SFAA	Establish Phase I	Yes	-	111,000	111,000	7,400,000	Other - Penny Sales Tax
(d)	4	H47	Winthrop University	9596	Demolition for Richardson Hall (residence hall)	SFAA	Establish Phase II	Yes	54,000	3,546,000	54,000	3,600,000	Other - Housing
(e)	8	D50	Department of Administration	6040	Supreme Court - Waterproof Walls and Windows and Roof Repairs	SFAA	Phase II Increase & Revise Scope	No	2,599,445	947,043	2,599,445	3,547,488	FY19, FY20 & FY22 Judicial Capital Reserve / Appropriated State - Judicial FY22 Proviso 118.18 (67)(b) / Other - Judicial Non-Departmental / Other - SCJB Development
(f)	9	E24	Office of the Adjutant General	9812	Statewide Readiness Center Female Latrines	SFAA	Phase II Increase	Yes	2,123,655	271,545	50,000	2,395,200	Appropriated State / Federal - National Guard Bureau
(g)	14	J12	Department of Mental Health	9766	SCDMH Harris Anti-Ligature Bathroom Renovations	SFAA	Phase II Increase	Yes	640,000	1,500,000	9,000	2,140,000	Other - Capital Improvement & Maintenance
(h)	22	P24	Department of Natural Resources	6054	Georgetown - Sanlee Island Land Acquisition (OSI - TNC)	SFAA	Final Land Acquisition	Yes	20,000	2,003,000	20,000	2,023,000	Federal - US Fish & Wildlife Services Grant / Other - Fish & Wildlife Protection (Alligator) / Other - SC Conservation Bank Grant / Other - TNC/TCF (In Kind Match)
(i)	24	R40	Department of Motor Vehicles	9614	CDL Program Improvement Grant	SFAA	Establish Phase II	Yes	197,000	994,950	197,000	1,191,950	Federal - CDLPI Grant / Other - Earmarked Cash

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Easements

The Department of Administration requests approval of the following easements in accordance with SC Code of Laws:

- a. County Location: Sumter
From: Department of Administration on behalf of South Carolina Department of Mental Health
To: Black River Electric Cooperative, Inc.
Consideration: \$1
Description/Purpose: To grant a variable width easement of approximately 1.5 acres for the purpose of access, ingress, egress, constructing, reconstructing, operating, patrolling, maintaining, inspecting, repairing, relacing, relocating, adding to, modifying and removing electric lines and other related equipment on property under the control of the Department of Mental Health. The easement will provide electrical services to the new State Veterans Nursing Home in Sumter. The term of the easement will be fifty (50) years. The easement will contain the State's standard termination language that if the easement holder abandons the easement, is in breach, or ceases to use the easement for its intended purpose, it will terminate. The easement is being sought by SCDMH for the benefit of the property. SCDMH has determined that, in accordance with the requirement of the statute, the easement does not appear to materially impair the utility of the property or damage it. There are no exceptions requested with regard to the 2003 easement policy.

- b. County Location: Richland
From: Department of Administration
To: Dominion Energy South Carolina, Inc.
Consideration: \$1

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Easements

Description/Purpose: To grant two easements of approximately 419.29 square feet and 1,219.29 square feet for the purpose of installing two transformers on state property along South Main Street. The easement is being sought due to SCDOT's South Main Streetscape Project. Dominion Energy's work to construct, extend, replace, relocate, maintain, and operate the underground electric lines will be performed within the highway right of way. The term of the easement will be fifty (50) years. The easement will contain the State's standard termination language that if the easement holder abandons the easement, is in breach, or ceases to use the easement for its intended purpose, it will terminate. The Division of Facilities Management and Property Services has determined that, in accordance with the requirement of the statute, the easement does not appear to materially impair the utility of the property or damage it. There are no exceptions requested with regard to the 2003 easement policy.

AUTHORITY ACTION REQUESTED:

Approve granting the referenced easements as recommended by the Department of Administration, Facilities Management and Property Services.

ATTACHMENTS:

Agenda item worksheet and attachments

**STATE FISCAL ACCOUNTABILITY AUTHORITY
AGENDA ITEM WORKSHEET**

Meeting Scheduled for: May 31, 2022

Regular Agenda

1. Submitted by:

- (a) Agency: Department of Administration
(b) Authorized Official Signature:

Ashlie Lancaster
Ashlie Lancaster, Director

2. Subject: Easements

3. Summary and Background Information:

- (a) County Location: Sumter
From: Department of Administration on behalf of South Carolina
Department of Mental Health
To: Black River Electric Cooperative, Inc.
Consideration: \$1
Description/Purpose: To grant a variable width easement of approximately 1.5 acres for the purpose of access, ingress, egress, constructing, reconstructing, operating, patrolling, maintaining, inspecting, repairing, relacing, relocating, adding to, modifying and removing electric lines and other related equipment on property under the control of the Department of Mental Health. The easement will provide electrical services to the new State Veterans Nursing Home in Sumter. The term of the easement will be fifty (50) years. The easement will contain the State's standard termination language that if the easement holder abandons the easement, is in breach, or ceases to use the easement for its intended purpose, it will terminate. The easement is being sought by SCDMH for the benefit of the property. SCDMH has determined that, in accordance with the requirement of the statute, the easement does not appear to materially impair the utility of the property or damage it. There are no exceptions requested with regard to the 2003 easement policy.
- (b) County Location: Richland
From: Department of Administration
To: Dominion Energy South Carolina, Inc.
Consideration: \$1
Description/Purpose: To grant two easements of approximately 419.29 square feet and 1,219.29 square feet for the purpose of installing two transformers on state property along South Main Street. The easement is being sought due to SCDOT's South Main Streetscape Project. Dominion Energy's work to construct, extend, replace, relocate, maintain, and operate the

underground electric lines will be performed within the highway right of way. The term of the easement will be fifty (50) years. The easement will contain the State's standard termination language that if the easement holder abandons the easement, is in breach, or ceases to use the easement for its intended purpose, it will terminate. The Division of Facilities Management and Property Services has determined that, in accordance with the requirement of the statute, the easement does not appear to materially impair the utility of the property or damage it. There are no exceptions requested with regard to the 2003 easement policy.

4. **What is the Authority asked to do?** Approve the referenced easements.

5. **What is recommendation of the submitting agency involved?** Approve the referenced easements.

6. **Private Participant Disclosure – Check one:**

☒ No private participants will be known at the time the Authority considers this agenda item.

☐ A Private Participant Disclosure form has been attached for each private participant.

As referenced on the Disclosure forms, a private participant is a natural person or non-governmental legal entity which may directly benefit from, and is participating in or directly associated with, the requested approval.

7. **Recommendation of other office (as required)?**

(a) Authorized Signature: _____

(b) Office Name: Click or tap here to enter text.

8. **List of Supporting Documents:**

(a) SC Code of Laws Sections 1-11-70, 1-11-80 and 1-11-100

(b) Exhibits (plats, maps, etc.)

a. Black River Electric Cooperative, Inc.

b. Dominion Energy South Carolina, Inc.

SOUTH CAROLINA CODE OF LAWS

SECTION 1-11-70. Lands subject to Department's control.

All vacant lands and lands purchased by the former land commissioners of the State are subject to the directions of the Department of Administration.

SECTION 1-11-80. Department authorized to grant easements for public utilities on vacant State lands.

The Department of Administration, upon approval of the State Fiscal Accountability Authority, is authorized to grant easements and rights of way to any person for construction and maintenance of power lines, pipe lines, water and sewer lines and railroad facilities over, on or under such vacant lands or marshland as are owned by the State, upon payment of the reasonable value thereof.

SECTION 1-11-100. Execution of instruments conveying rights of way or easements over marshlands or vacant lands.

Deeds or other instruments conveying such rights of way or easements over such marshlands or vacant lands as are owned by the State shall be executed by the Governor in the name of the State, when authorized by the Department of Administration, upon approval of the State Fiscal Accountability Authority, and when duly approved by the office of the Attorney General; deeds or other instruments conveying such easements over property in the name of or under the control of State agencies, institutions, commissions or other bodies shall be executed by the majority of the governing body thereof, shall name both the State of South Carolina and the institution, agency, commission or governing body as grantors, and shall show the written approval of the Director of the Department of Administration and the State Fiscal Accountability Authority.

(a-1)



State of South Carolina
Department of Mental Health

MENTAL HEALTH COMMISSION:

L. Gregory Pearce, Jr., Chair
Louise Haynes, Vice Chair
Allison Y. Evans, PsyD
Bob Hlott

2414 Bull Street • P.O. Box 485
Columbia, SC 29202
Information: (803) 898-8581

Kenneth M. Rogers, MD
State Director

February 8, 2022

Linda Gordon
Real Property Services
Division of Facilities Management and Property Services
The South Carolina Department of Administration
1200 Senate Street
Room 612
Columbia, SC 29201

Re: State Veterans Nursing Home Sumter Utility Easement

Dear Ms. Gordon:

The South Carolina Department of Mental Health is requesting approval of the attached easement which will serve to support the construction and maintenance of the primary electrical distribution lines for the new State Veterans Nursing Home in Sumter, construction of which is expected to break ground in May 2022. Electrical service for the Home will be served by the Black River Electrical Cooperative, and the Department (BREC) has been actively coordinating the sizing and location of the duct banks and transformers, as well as routing of the service with BREC. The easement will have no adverse impact on the use of the property or operation of the future Home by the State.

Sincerely,

A handwritten signature in cursive script that reads "Ken Roey".

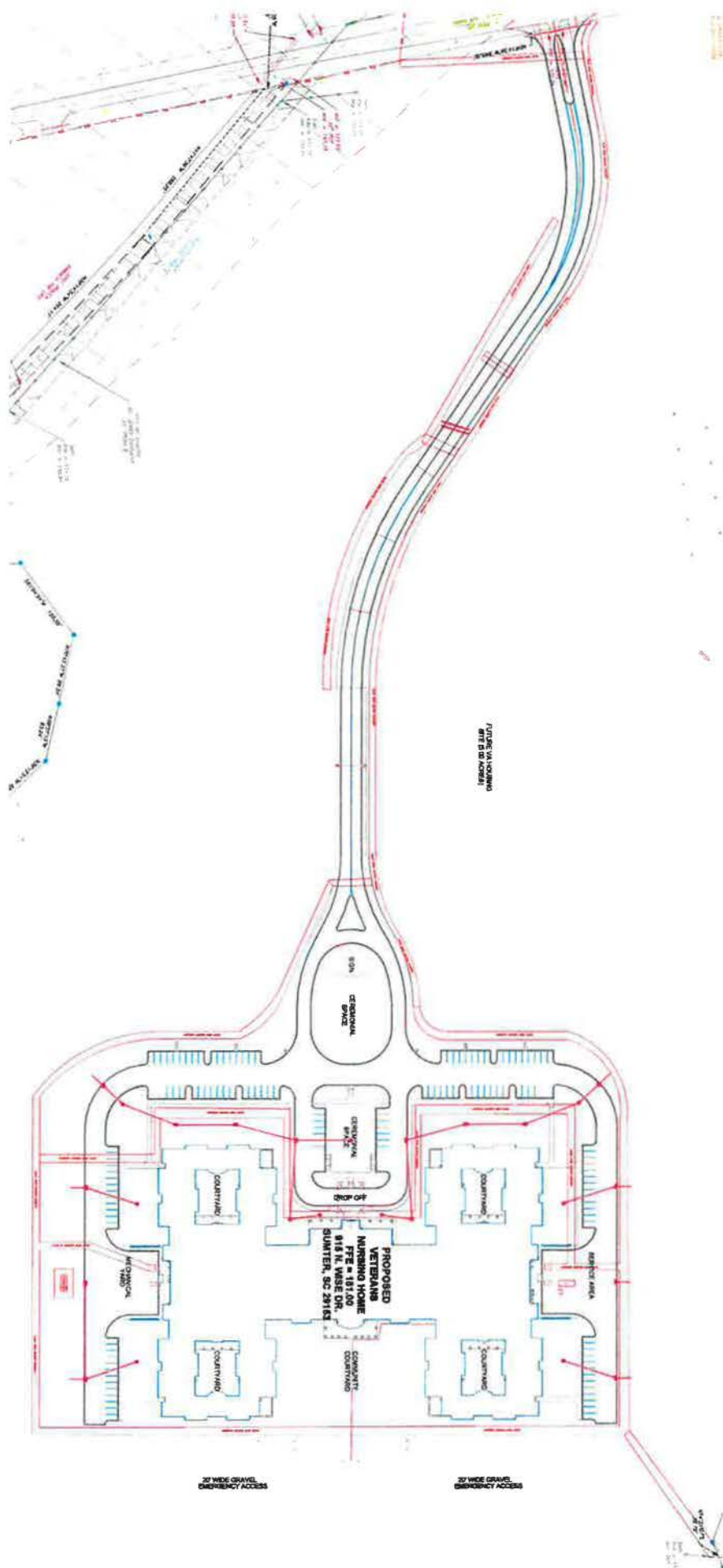
Ken Roey, Project Executive
Physical Plant Services

MISSION STATEMENT

To support the recovery of people with mental illnesses.



(a-2)



(b-1)

Dominion Energy South Carolina, Inc.
Right-of-Way
220 Operation Way, MC J-29
Cayce, SC 29033
DominionEnergy.com



February 22, 2022

Linda M. Gordon
The South Carolina
Department of Administration
1200 Senate Street, Room 612
Columbia, SC 29201

Re: S. Main Streetscape
UG to Greene, OH to Blossom

Good afternoon:

Regarding the above-mentioned project, please find the following requested information:
transformers at point 104 and point 107 are located adjoining S. Main St right of way— 17.17' x 24.42'
(419.29) incumbered area square feet per transformer.
However, transformer at point 104 located approximately 80' from S. Main Street right of way, then 80'
x 10' (5' on each side of any underground wires) 800 area square feet plus
Transformer 419.29 area square feet = 1,219.29 encumbered area square feet.
Further, easements for customer service are standard operating procedure for DESC. It is imperative for
the Company to have 24/7 access to all facilities in case of emergencies.
Finally, acquired ROW for three phase pad mounted transformers will allow DESC to remove overhead
infrastructure which will conform with SCDOT's goal of having few or no ariel utilities along S. Main
Street.

Regards.

Dave Daniel

A handwritten signature in blue ink, appearing to read "Dave Daniel", written over the printed name.

Dave Daniel, Contract R/W Agent

Enertec, LLC
Columbia, SC 29033
803-546-6665 cell
803-217-4730 office

dave.daniel@dominionenergy.com



April 8, 2022

Ms. Linda Gordon
South Carolina Department of Administration
1200 Senate Street, Room 612
Columbia, SC 29201

RE: P029873 South Main Streetscaping Project – Dominion Energy South Carolina Easements

Dear Ms. Gordon,

As you aware, the South Carolina Department of Transportation (SCDOT) is developing a roadway streetscaping project along South Main Street (S-3054) in Richland County. The project includes the removal of existing overhead facilities owned and operated by Dominion Energy South Carolina (DESC) and reinstallation of these same facilities beneath ground. Consequently, the new facilities have required DESC to obtain additional easements along the corridor for proper installation and maintenance. SCDOT requests that these additional easements be granted as they are integral to successful completion of this important project.

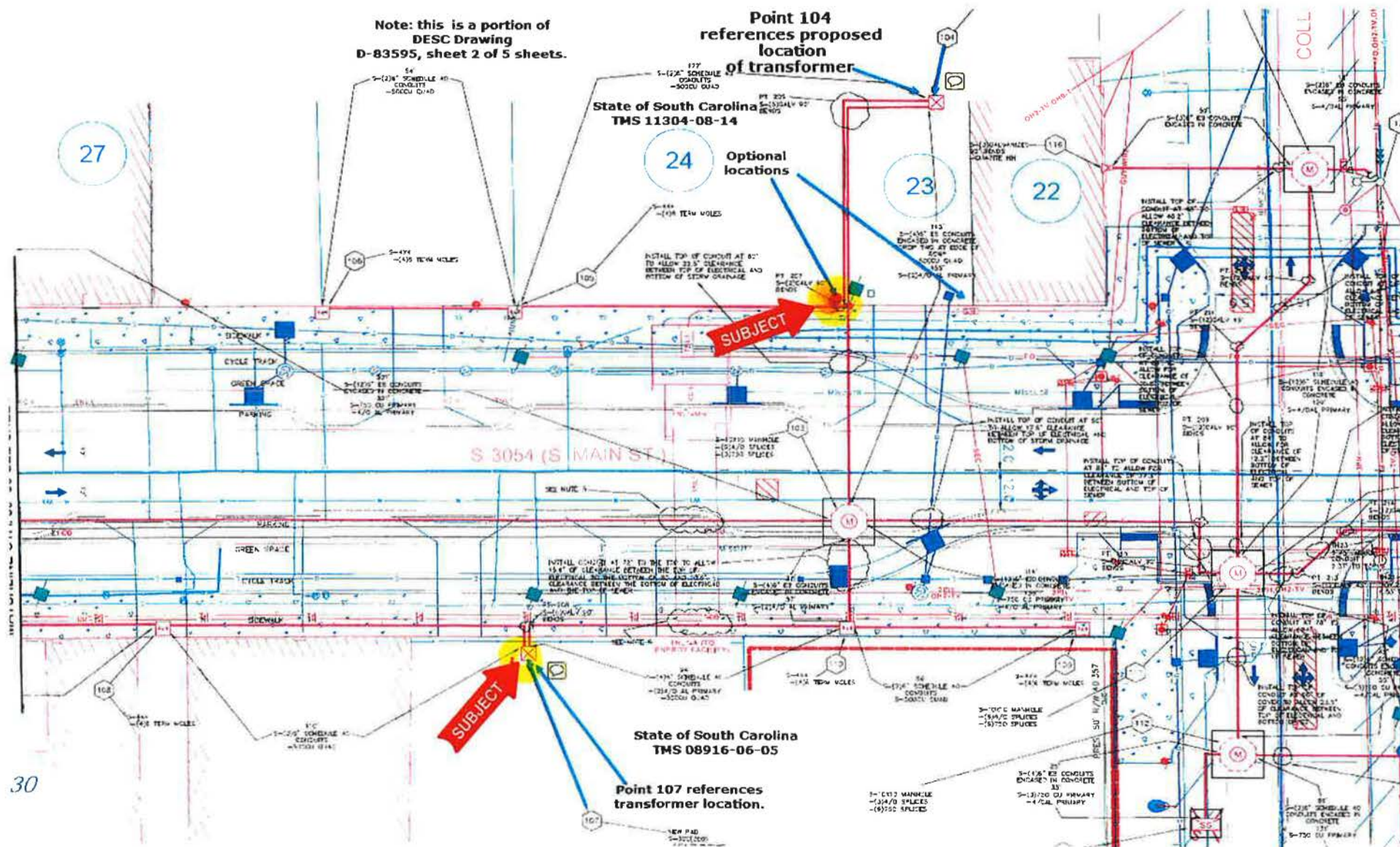
Sincerely,

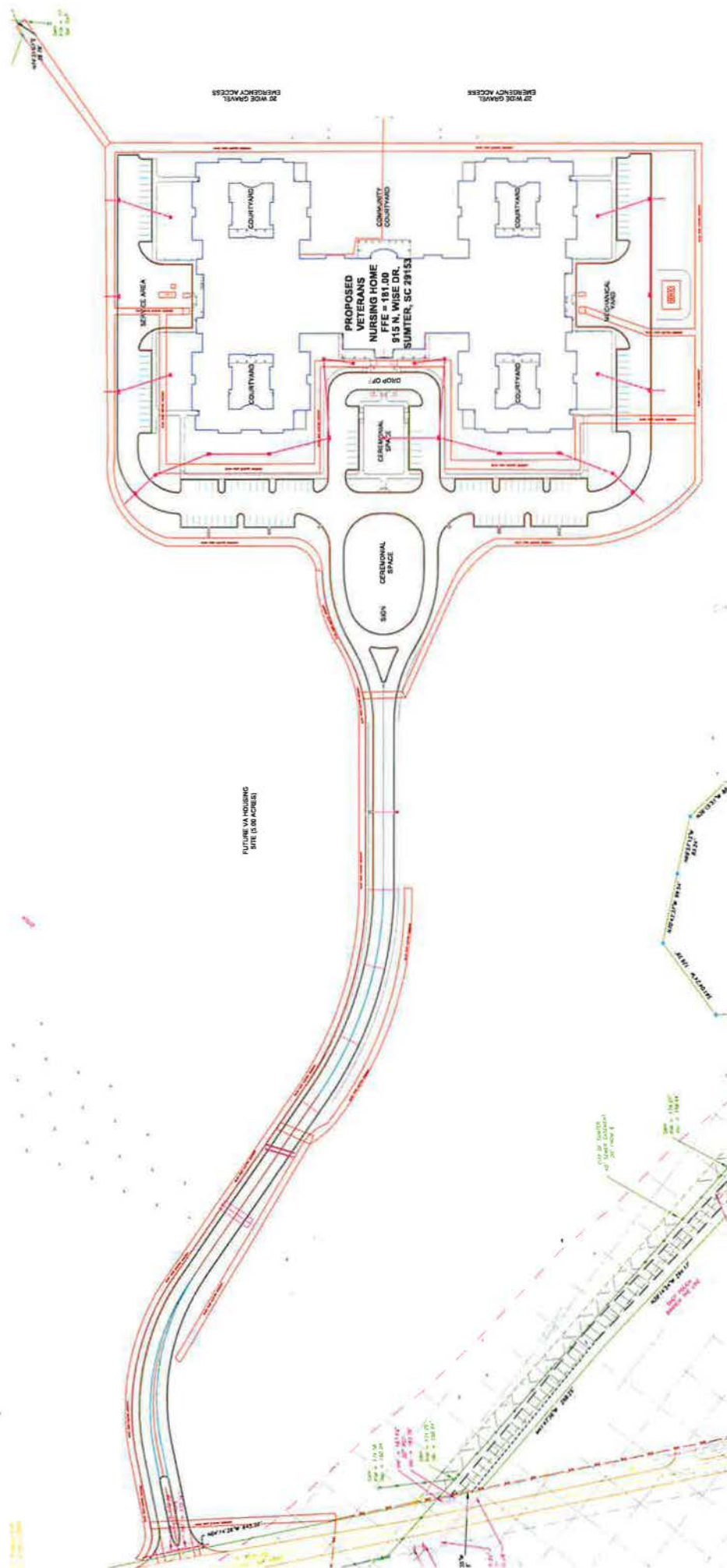
A handwritten signature in black ink that reads "Michael W. Barbee". The signature is written in a cursive style.

Michael W. Barbee, PE
Director of Utilities and Rights of Way



30





AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: SC Department of Labor, Licensing and Regulation Lease of 110 Centerview Drive and 121 Executive Center Drive, Columbia

SC Department of Labor, Licensing and Regulation (LLR) requests approval to lease a total of 89,284 rentable square feet of office space, being 71,580 rentable square feet (the entire building) at 110 Centerview Drive and 17,704 rentable square feet at 121 Executive Center Drive, Columbia, SC from BV DRP Synergy II Owner LLC. LLR has leased space at these locations since March of 1997 and August 2017, respectively. The current leases will expire on December 31, 2022. This lease will combine the existing leases in these two buildings and increase space at 121 Executive Center Drive by 8,628 SF to accommodate additional personnel.

After contacting state agencies to verify no adequate State space was available, the Department of Administration conducted a solicitation for commercial space for 5, 7 and 10-year terms for which 3 responsive proposals were received. The current landlord submitted the lowest bid.

The space will meet the state standard of 210 SF/person with a density of 156 SF/person. The lease also provides for free on-site parking and has a total of 502 parking spaces available for the tenant's use.

The requested lease term will be ten (10) years. The agency desires the longer lease term due to the significant cost of moving and because the longer term provides for a much lower rate (Note: the lowest proposal for a 5-year term would have started at \$26.00 per square foot with annual increases thereafter) as well as tenant improvements related to employee security and hearing and meeting space for the licensing boards.

The rental rate for the first year of the term will be \$15/SF less a credit of \$214,995.00. Rent will increase annually thereafter by 2.5 percent. The total rent to be paid over the 10-year term will be \$14,789,245.84, as more specifically set forth in the chart below. This is a full gross lease and includes all operating expenses.

	Rent per SF	Rent
Year 1	\$15.00	\$1,124,265.00
Year 2	\$15.37	\$1,372,741.50
Year 3	\$15.76	\$1,407,060.04
Year 4	\$16.15	\$1,442,236.50
Year 5	\$16.56	\$1,478,292.42
Year 6	\$16.97	\$1,515,249.75
Year 7	\$17.39	\$1,553,130.98
Year 8	\$17.83	\$1,591,959.26
Year 9	\$18.28	\$1,631,758.22
Year 10	\$18.73	\$1,672,552.17

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: SC Department of Labor, Licensing and Regulation Lease of 110 Centerview Drive and 121 Executive Center Drive, Columbia

The following chart represents comparable lease rates of similar space:

Tenant	Location	Rate /SF
Vacant	7909 Parklane Rd.	\$17.25*
Vacant	748 W. Main St., Lexington	\$17.00*+
Dept. of Juvenile Justice	201 Executive Center Dr.	\$16.94

*Above rates submitted in response to solicitation. +Rate excludes electricity. All of the above are subject to base rent escalations.

Agency has adequate funds for the lease according to a Budget Approval Form submitted April 18, 2022, which also includes a multi-year plan. Lease payments will be funded through State and Federal funding and license fees. No option to purchase the property is included in the lease. The lease was approved by JBRC on May 17, 2022.

AUTHORITY ACTION REQUESTED:

Approve the proposed ten-year lease by the Department of Labor, Licensing and Regulation for 89,284 rentable square feet of office space at 110 Centerview Drive and 121 Executive Center Drive, Columbia, SC from BV DRP Synergy II Owner LLC, as recommended by the Department of Administration, Facilities Management and Property Services.

ATTACHMENTS:

Agenda item worksheet and attachments.

STATE FISCAL ACCOUNTABILITY AUTHORITY AGENDA ITEM WORKSHEET

Meeting Scheduled for: May 31, 2022

Regular Agenda

1. Submitted by:

- (a) Agency: Department of Administration
(b) Authorized Official Signature:

Ashlie Lancaster
Ashlie Lancaster, Director

2. Subject: SC Department of Labor, Licensing and Regulation Lease of 110 Centerview Drive and 121 Executive Center Drive, Columbia

3. Summary Background Information:

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Dept. of Juvenile Justice	201 Executive Center Dr.	\$16.94

*Above rates submitted in response to solicitation. +Rate excludes electricity. All of the above are subject to base rent escalations.

Agency has adequate funds for the lease according to a Budget Approval Form submitted April 18, 2022, which also includes a multi-year plan. Lease payments will be funded through State and Federal funding and license fees. No option to purchase the property is included in the lease. The lease was approved by JBRC on May 17, 2022.

-
4. **What is the Authority asked to do?** Approve the proposed ten-year lease for 89,284 rentable square feet of office space at 110 Centerview Dr. and 121 Executive Center Dr., Columbia, SC from BV DRP Synergy II Owner LLC.
-

5. **What is recommendation of the division of Facilities Management and Property Services?** Approve the proposed ten-year lease for 89,284 rentable square feet of office space at 110 Centerview Dr. and 121 Executive Center Dr., Columbia, SC from BV DRP Synergy II Owner LLC.
-

6. **Private Participant Disclosure – Check one:**

☐ No private participants will be known at the time the Authority considers this agenda item.

☒ A Private Participant Disclosure form has been attached for each private participant.

As referenced on the Disclosure forms, a private participant is a natural person or non-governmental legal entity which may directly benefit from, and is participating in or directly associated with, the requested approval

7. **Recommendation of other office (as required)?**

- (a) Authorized Signature: _____
- (b) Office Name: Click or tap here to enter text.
-

8. **List of Supporting Documents:**

- (a) Letter from SC Department of Labor, Licensing and Regulation

(b) SC Code of Laws Sections 1-11-55 and 1-11-56



110 Centerview Drive
Post Office Box 11329
Columbia, SC 29211-1329
(803) 896-4300

South Carolina
Department of Labor, Licensing and Regulation



Henry D. McMaster
Governor

Emily H. Farr
Director

April 18, 2022

Ms. Ashlie Lancaster
South Carolina Department of Administration
Real Property Services
1200 Senate Street, 6th floor
Columbia, SC 29201

RE: Lease for 110 Centerview Drive, Columbia, SC 29210
and
121 Executive Center Drive, Columbia, SC 29210

Dear Ms. Lancaster:

The SC Department of Labor, Licensing and Regulation (LLR) requests approval from the Joint Bond Review Committee and the State Fiscal Accountability Authority to enter into a ten year lease with BV DRP Synergy II Owner LLC for 89,284 rentable square feet of office space at 110 Centerview Drive and 121 Executive Center Drive, Columbia, SC 29210. LLR's current lease at 110 Centerview Drive and 121 Executive Center Drive, Columbia, SC 29210 expires on December 31, 2022.

The new lease space will accommodate the Professional and Occupational Licensing and Labor Divisions and all LLR administrative offices - Human Resources, Finance, Procurement, Operations and Information Technology. The new space will enhance employee security, improve access and ease for customer service to the public, and better accommodate much needed hearing and meeting space for the licensing boards. It will achieve this by ensuring all public space and employee service to the public is limited to the first floor of the Agency's main building at 110 Centerview Drive and expand space available for licensing board meeting rooms. Additionally, the requested space will address a growing need for more space as additional full time and temporary employees have been necessary for the Agency to adequately respond to additional responsibilities in recent licensing laws, a steady increasing number of licensees the Agency serves, and a steady increasing number of complaints the Agency receives for investigation and potential disciplinary action.

After contacting state agencies to verify that there was no adequate state space available, the Department of Administration solicited for commercial space and three responsive proposals were received. The following criteria were used in evaluating the sites: cost per square foot, moving expenses, Agency downtime, and customer knowledge of the current location. After careful consideration, 110 Centerview Drive and 121 Executive Center Drive, Columbia, SC 29210 were selected because the sites offered the lowest cost per square foot, the landlord offered

South Carolina Department of Administration
Real Property Services
April 18, 2022
Page 2 of 2

a 10 year lease, the landlord offered to complete all improvements requested by the Agency to cater the space to the Agency's needs and the Agency's customers have familiarity with the location. The cumulative cost of the lease during the term is \$14,789,245.84.

Thank you for your consideration of this request and please let me know if you need any additional information.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'EF' followed by a stylized flourish.

Emily Farr
Director

SOUTH CAROLINA CODE OF LAWS

SECTION 1-11-55. Leasing of real property for governmental bodies.

(1) "Governmental body" means a state government department, commission, council, board, bureau, committee, institution, college, university, technical school, agency, government corporation, or other establishment or official of the executive branch of this State. Governmental body excludes the General Assembly, Legislative Council, the Legislative Services Agency, the judicial department and all local political subdivisions such as counties, municipalities, school districts, or public service or special purpose districts.

(2) The Division of General Services of the Department of Administration is hereby designated as the single central broker for the leasing of real property for governmental bodies. No governmental body shall enter into any lease agreement or renew any existing lease except in accordance with the provisions of this section. However, a technical college, with the approval by the State Board for Technical and Comprehensive Education, and a public institution of higher learning, may enter into any lease agreement or renew any lease agreement up to one hundred thousand dollars annually for each property or facility.

(3) When any governmental body needs to acquire real property for its operations or any part thereof and state-owned property is not available, it shall notify the Division of General Services of its requirement on rental request forms prepared by the division. Such forms shall indicate the amount and location of space desired, the purpose for which it shall be used, the proposed date of occupancy and such other information as General Services may require. Upon receipt of any such request, General Services shall conduct an investigation of available rental space which would adequately meet the governmental body's requirements, including specific locations which may be suggested and preferred by the governmental body concerned. When suitable space has been located which the governmental body and the division agree meets necessary requirements and standards for state leasing as prescribed in procedures of the department as provided for in subsection (5) of this section, General Services shall give its written approval to the governmental body to enter into a lease agreement. All proposed lease renewals shall be submitted to General Services by the time specified by General Services

(4) The department shall adopt procedures to be used for governmental bodies to apply for rental space, for acquiring leased space, and for leasing state-owned space to nonstate lessees.

(5) Any participant in a property transaction proposed to be entered who maintains that a procedure provided for in this section has not been properly followed, may request review of the transaction by the Director of the Division of General Services of the Department of Administration or his designee.

SOUTH CAROLINA CODE OF LAWS

SECTION 1-11-56. Program to manage leasing; procedures.

(A) The Division of General Services of the Department of Administration, in an effort to ensure that funds authorized and appropriated for rent are used in the most efficient manner, is directed to develop a program to manage the leasing of all public and private space of a governmental body. The department must submit regulations for the implementation of this section to the General Assembly as provided in the Administrative Procedures Act, Chapter 23, Title 1. The department's regulations, upon General Assembly approval, shall include procedures for:

- (1) assessing and evaluating agency needs, including the authority to require agency justification for any request to lease public or private space;
- (2) establishing standards for the quality and quantity of space to be leased by a requesting agency;
- (3) devising and requiring the use of a standard lease form (approved by the Attorney General) with provisions which assert and protect the state's prerogatives including, but not limited to, a right of cancellation in the event of:
 - (a) a nonappropriation for the renting agency;
 - (b) a dissolution of the agency; and
 - (c) the availability of public space in substitution for private space being leased by the agency;
- (4) rejecting an agency's request for additional space or space at a specific location, or both;
- (5) directing agencies to be located in public space, when available, before private space can be leased;
- (6) requiring the agency to submit a multiyear financial plan for review by the department with copies sent to Ways and Means Committee and Senate Finance Committee, before any new lease for space is entered into; and
- (7) requiring prior review by the Joint Bond Review Committee and the requirement of State Fiscal Accountability Authority approval before the adoption of any new or renewal lease that commits more than two hundred thousand dollars annually in rental or lease payments or more than one million dollars in such payments in a five-year period.

(B) Leases or rental agreements involving amounts below the thresholds provided in subsection (A)(7) may be executed by the Department of Administration without this prior review by the Joint Bond Review Committee and approval by the State Fiscal Accountability Authority.

(C) The threshold requirements requiring review by the Joint Bond Review Committee and approval by the State Fiscal Accountability Authority as contained in subsection (A)(7) also apply to leases or rental agreements with nonstate entities whether or not the state or its agencies or departments is the lessee or lessor.

STATE FISCAL ACCOUNTABILITY AUTHORITY
MEETING OF May 31, 2022

REGULAR SESSION
ITEM NUMBER 5

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: SC Department of Health and Environmental Control Lease of 1362 McMillan Avenue, North Charleston

SC Department of Health and Environmental Control (DHEC) requests approval to lease 27,476 rentable square feet of office and lab space and 5,000 square feet of parking area for boats at 1362 McMillan Avenue, North Charleston, SC from Southeastern Value Puritan Mill, L.P., a Delaware limited partnership. DHEC has leased space at this location since January 2003. The current lease will expire on September 30, 2022.

After contacting state agencies to verify no adequate State space was available, the Department of Administration conducted a solicitation for commercial space for 5, 7, and 10-year terms for which 5 proposals were received. The current landlord submitted the lowest bid in response to the solicitation when taking into consideration moving and relocation costs.

The space will meet the state standard of 210 RSF/person with a density of 170 RSF/person. The lease also provides for free vehicular parking in the adjacent surface parking lot, and a 5,000 square foot parking area for boats at \$1,000 per month for the term.

The lease term will be five (5) years. The basic rental rate for office space for the first year of the term will be \$22.09 per rentable square foot, which includes operating expenses (except for property taxes) and will increase annually by 2%. Additional rent to cover property taxes will be \$52,479.16, or \$1.91 per rentable square foot, for the first year of the term. DHEC will pay its pro rata share of increases, if any, of property taxes over the first year of the term. The total maximum rent to be paid over the 5-year term (including basic rent, additional rent and boat parking but excluding increases in property taxes, if any) will be \$3,480,761.88, as more specifically set forth in the chart below.

Office/Lab Space	Basic Rent per SF	Annual Rent (including taxes and Boat Parking)	Monthly Rent (including taxes and Boat Parking)
Year 1	\$22.09	\$671,424.00	\$55,952.00
Year 2	\$22.53	\$683,513.40	\$56,959.45
Year 3	\$22.98	\$695,877.60	\$57,989.80
Year 4	\$23.44	\$708,516.60	\$59,043.05
Year 5	\$23.91	\$721,430.28	\$60,119.19

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: SC Department of Health and Environmental Control Lease of 1362 McMillan Avenue, North Charleston

The following chart represents comparable lease rates of similar space:

Tenant	Location	Rate /SF
College of Charleston	360 Concord St.	\$34.00*
Clemson University	701 East Bay St.	\$35.00
Vacant	8085 Rivers Avenue North Charleston+	\$21.00

*Rates subject to operating expenses. All of above are subject to base rent escalations. +Alternative offer.

Agency has adequate funds for the lease according to a Budget Approval Form submitted April 28, 2022, which also includes a multi-year plan. Lease payments will be funded through federal funding and Environmental Affairs Admin Grant funding. No option to purchase the property is included in the lease. The lease was approved by JBRC on May 17, 2022.

AUTHORITY ACTION REQUESTED:

Approve the proposed five-year lease for the Department of Health and Environmental Control for 27,476 rentable square feet of office and lab space and 5,000 square feet of boat parking area at 1362 McMillan Avenue, North Charleston from Southeastern Value Puritan Mill, L.P., a Delaware limited partnership, as recommended by the Department of Administration, Facilities Management and Property Services.

ATTACHMENTS:

Agenda item worksheet and attachments

STATE FISCAL ACCOUNTABILITY AUTHORITY AGENDA ITEM WORKSHEET

Meeting Scheduled for: May 31, 2022

Regular Agenda

1. Submitted by:

- (a) Agency: Department of Administration
(b) Authorized Official Signature:

Ashlie Lancaster
Ashlie Lancaster, Director

2. Subject: SC Department of Health and Environmental Control Lease of 1362 McMillan Avenue, North Charleston

3. Summary Background Information:

SC Department of Health and Environmental Control (DHEC) requests approval to lease 27,476 rentable square feet of office and lab space and 5,000 square feet of parking area for boats at 1362 McMillan Avenue, North Charleston, SC from Southeastern Value Puritan Mill, L.P., a Delaware limited partnership. DHEC has leased space at this location since January 2003. The current lease will expire on September 30, 2022.

After contacting state agencies to verify no adequate State space was available, the Department of Administration conducted a solicitation for commercial space for 5, 7, and 10-year terms for which 5 proposals were received. The current landlord submitted the lowest bid in response to the solicitation when taking into consideration moving and relocation costs.

The space will meet the state standard of 210 RSF/person with a density of 170 RSF/person. The lease also provides for free vehicular parking in the adjacent surface parking lot, and a 5,000 square foot parking area for boats at \$1,000 per month for the term.

The lease term will be five (5) years. The basic rental rate for office space for the first year of the term will be \$22.09 per rentable square foot, which includes operating expenses (except for property taxes) and will increase annually by 2%. Additional rent to cover property taxes will be \$52,479.16, or \$1.91 per rentable square foot, for the first year of the term. DHEC will pay its pro rata share of increases, if any, of property taxes over the first year of the term. The total maximum rent to be paid over the 5-year term (including basic rent, additional rent and boat parking but excluding increases in property taxes, if any) will be \$3,480,761.88, as more specifically set forth in the chart below.

Office/Lab Space	Basic Rent per SF	Annual Rent (including taxes and Boat Parking)	Monthly Rent (including taxes and Boat Parking)
Year 1	\$22.09	\$671,424.00	\$55,952.00
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Year 4	\$23.44	\$708,516.60	\$59,043.05
Year 5	\$23.91	\$721,430.28	\$60,119.19

The following chart represents comparable lease rates of similar space:

Tenant	Location	Rate /SF
College of Charleston	360 Concord St.	\$34.00*
Clemson University	701 East Bay St.	\$35.00
Vacant	8085 Rivers Avenue North Charleston+	\$21.00

*Rates subject to operating expenses. All of above are subject to base rent escalations. +Alternative offer.

Agency has adequate funds for the lease according to a Budget Approval Form submitted April 28, 2022, which also includes a multi-year plan. Lease payments will be funded through federal funding and Environmental Affairs Admin Grant funding. No option to purchase the property is included in the lease. The lease was approved by JBRC on May 17, 2022.

-
4. **What is the Authority asked to do?** Approve the proposed five-year lease for 27,476 rentable square feet of office and lab space and 5,000 square feet of boat parking area at 1362 McMillan Avenue, North Charleston from Southeastern Value Puritan Mill, L.P., a Delaware limited partnership.

-
5. **What is recommendation of the division of Facilities Management and Property Services?** Approve the proposed five-year lease for 27,476 rentable square feet of office and lab space and 5,000 square feet of boat parking area at 1362 McMillan Avenue, North Charleston from Southeastern Value Puritan Mill, L.P., a Delaware limited partnership.

6. **Private Participant Disclosure – Check one:**

☐ No private participants will be known at the time the Authority considers this agenda item.

☒ A Private Participant Disclosure form has been attached for each private participant.

As referenced on the Disclosure forms, a private participant is a natural person or non-governmental legal entity which may directly benefit from, and is participating in or directly associated with, the requested approval

7. **Recommendation of other office (as required)?**

(a) Authorized Signature: _____

(b) Office Name: Click or tap here to enter text.

8. **List of Supporting Documents:**

- (a) Letter from SC Department of Health and Environmental Control
- (b) SC Code of Laws Sections 1-11-55 and 1-11-56



04/27/2022

Ms. Ashlie Lancaster
South Carolina Department of Administration
Real Property Services
1200 Senate Street, 6th floor
Columbia, SC 29201

RE: Lease for 1362 McMillan Ave, North Charleston

Dear Ms. Lancaster:

The Department of Health and Environmental Control requests approval from the Joint Bond Review Committee and the State Fiscal Accountability Authority to enter a five-year lease with Southeastern Value Puritan Mill L.P. a Delaware limited partnership for 27,476 rentable square feet of office space at 1362 McMillan Ave, North Charleston. The Department of Health and Environmental Control's current lease at 1362 McMillan Ave, North Charleston expires on September 30, 2022.

After contacting state agencies to verify that there was no adequate state space available, the Department of Administration solicited for commercial space and 2 proposals were received for a 5-year term. The other location for a 5-year term was discounted because the space was not contiguous space, we were going to be in two separate suites and would have to break up divisions as neither of the suites were large enough to build out a lab and have a full workgroup in the same area. We also looked at one of the 7-year term proposals, but the space would not have resulted in a cost savings. The following criteria were used in evaluating the sites: Cost of upfitting the space, the ability of cohesive workgroups at a location, the cost of the lease to the Agency. After careful consideration, 1362 McMillan Ave was selected because the space needed little work to stay in, even after downsizing the space we are occupying, our workgroups are still able to stay together, and the cost is competitive with other offers in the area. The cumulative cost of the lease during the term is \$3,480,761.88.

Thank you for your consideration of this request and please let me know if you need any additional information.

Sincerely,


Darbi C. MacPhail
Chief Financial Officer

SOUTH CAROLINA CODE OF LAWS

SECTION 1-11-55. Leasing of real property for governmental bodies.

(1) "Governmental body" means a state government department, commission, council, board, bureau, committee, institution, college, university, technical school, agency, government corporation, or other establishment or official of the executive branch of this State. Governmental body excludes the General Assembly, Legislative Council, the Legislative Services Agency, the judicial department and all local political subdivisions such as counties, municipalities, school districts, or public service or special purpose districts.

(2) The Division of General Services of the Department of Administration is hereby designated as the single central broker for the leasing of real property for governmental bodies. No governmental body shall enter into any lease agreement or renew any existing lease except in accordance with the provisions of this section. However, a technical college, with the approval by the State Board for Technical and Comprehensive Education, and a public institution of higher learning, may enter into any lease agreement or renew any lease agreement up to one hundred thousand dollars annually for each property or facility.

(3) When any governmental body needs to acquire real property for its operations or any part thereof and state-owned property is not available, it shall notify the Division of General Services of its requirement on rental request forms prepared by the division. Such forms shall indicate the amount and location of space desired, the purpose for which it shall be used, the proposed date of occupancy and such other information as General Services may require. Upon receipt of any such request, General Services shall conduct an investigation of available rental space which would adequately meet the governmental body's requirements, including specific locations which may be suggested and preferred by the governmental body concerned. When suitable space has been located which the governmental body and the division agree meets necessary requirements and standards for state leasing as prescribed in procedures of the department as provided for in subsection (5) of this section, General Services shall give its written approval to the governmental body to enter into a lease agreement. All proposed lease renewals shall be submitted to General Services by the time specified by General Services

(4) The department shall adopt procedures to be used for governmental bodies to apply for rental space, for acquiring leased space, and for leasing state-owned space to nonstate lessees.

(5) Any participant in a property transaction proposed to be entered who maintains that a procedure provided for in this section has not been properly followed, may request review of the transaction by the Director of the Division of General Services of the Department of Administration or his designee.

SOUTH CAROLINA CODE OF LAWS

SECTION 1-11-56. Program to manage leasing; procedures.

(A) The Division of General Services of the Department of Administration, in an effort to ensure that funds authorized and appropriated for rent are used in the most efficient manner, is directed to develop a program to manage the leasing of all public and private space of a governmental body. The department must submit regulations for the implementation of this section to the General Assembly as provided in the Administrative Procedures Act, Chapter 23, Title 1. The department's regulations, upon General Assembly approval, shall include procedures for:

- (1) assessing and evaluating agency needs, including the authority to require agency justification for any request to lease public or private space;
- (2) establishing standards for the quality and quantity of space to be leased by a requesting agency;
- (3) devising and requiring the use of a standard lease form (approved by the Attorney General) with provisions which assert and protect the state's prerogatives including, but not limited to, a right of cancellation in the event of:
 - (a) a nonappropriation for the renting agency;
 - (b) a dissolution of the agency; and
 - (c) the availability of public space in substitution for private space being leased by the agency;
- (4) rejecting an agency's request for additional space or space at a specific location, or both;
- (5) directing agencies to be located in public space, when available, before private space can be leased;
- (6) requiring the agency to submit a multiyear financial plan for review by the department with copies sent to Ways and Means Committee and Senate Finance Committee, before any new lease for space is entered into; and
- (7) requiring prior review by the Joint Bond Review Committee and the requirement of State Fiscal Accountability Authority approval before the adoption of any new or renewal lease that commits more than two hundred thousand dollars annually in rental or lease payments or more than one million dollars in such payments in a five-year period.

(B) Leases or rental agreements involving amounts below the thresholds provided in subsection (A)(7) may be executed by the Department of Administration without this prior review by the Joint Bond Review Committee and approval by the State Fiscal Accountability Authority.

(C) The threshold requirements requiring review by the Joint Bond Review Committee and approval by the State Fiscal Accountability Authority as contained in subsection (A)(7) also apply to leases or rental agreements with nonstate entities whether or not the state or its agencies or departments is the lessee or lessor.

STATE FISCAL ACCOUNTABILITY AUTHORITY
MEETING OF May 31, 2022

REGULAR SESSION
ITEM NUMBER 6

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Real Property Conveyance – Saxum Investment Company, LLC

The SC State Ports Authority (Port) requests approval to sell and convey approximately 30 acres of land for \$110,000 per acre which is anticipated to be \$3,300,000 to Saxum Investment Company, LLC (Saxum). The parcel is part of a larger tract consisting of 941 acres, generally known as the Ridgeville Industrial Campus located in Dorchester County. In purchasing the larger tract in June 2018, the Port sought to develop the Ridgeville Industrial Campus for the purposes of fostering, increasing, and stimulating the shipment of freight and commerce through the harbors and seaports in South Carolina

In 2021, the Port began negotiating with Saxum for the sale of this 30-acre portion of the Ridgeville Industrial Campus and for Saxum's development, construction, and operation thereon of a temperature-controlled storage facility consisting of two buildings, totaling a minimum of 395,100 square feet (the Facility). Once fully operational, the Facility is anticipated to hold 41,000 pallets leading to annual throughput of 5,000 containers and 985 million pounds of frozen and refrigerated perishable products. The Port advises that there currently is insufficient refrigerated warehousing capacity in the Charleston area, so the Facility will also be a great benefit to South Carolina producers, especially pork and poultry producers. The Facility will cost Saxum an estimated \$90,000,000 and is expected to create approximately 100 local jobs, which will directly benefit the economies and tax base of both South Carolina and Dorchester County.

Additionally, the Port and Saxum have negotiated the attached Purchase and Sales Agreement (Agreement) that provides for the grant of easements for necessary infrastructure for the property. The parties anticipate that the State Ports Authority will provide a temporary, non-exclusive easement for the construction haul road to the subject property as well as a non-exclusive easement for the permanent access road to the subject property as depicted on Exhibit A to the Agreement. The permanent access road easement will contain provisions regarding the Port's maintenance obligations for the road, street lighting, and street signs. These easements will specifically state that the roads may be subsequently conveyed to Dorchester County for ownership and maintenance per the Development Agreement between the Ports Authority and Dorchester County for the Ridgeville Industrial Campus. In addition to the road easements, the subject property shall have access to water, wastewater, and telecom utilities which will be stubbed at the Port's expenses. As such, there may be an easement for Dominion Energy to install overhead electric lines, but that easement may only run over the subject property (and not the Ports Authority's separate, contiguous property). It is also anticipated that Dorchester County will obtain easements on the subject property for water service and stormwater pond maintenance.

AGENCY: Department of Administration, Facilities Management and Property Services

SUBJECT: Real Property Conveyance – Saxum Investment Company, LLC

The Agreement further contemplates that at Closing the parties shall enter into an agreement containing a reverter clause providing that, in the event Purchaser fails to commence construction as set forth in the Agreement, at Seller's option and in exchange for the return of the purchase price, the property shall revert to Seller.

The proceeds from this transaction will be retained by the State Ports Authority pursuant to 2021-2022 Appropriations Bill H.4000, Part 1B, §93.8.

AUTHORITY ACTION REQUESTED:

As requested by the SC State Ports Authority through the Department of Administration, approve the sale of 30± acres of land for \$110,000 per acre by the Authority to Saxum Investment Company, LLC, the grant of subsequent easements, the future conveyance of roads to Dorchester County and all other requirements subject to the Development Agreement.

ATTACHMENTS:

Agenda item worksheet and attachments

**STATE FISCAL ACCOUNTABILITY AUTHORITY
AGENDA ITEM WORKSHEET**

Meeting Scheduled for: May 31, 2022

Regular Agenda

1. Submitted by:

- (a) Agency: Department of Administration
(b) Authorized Official Signature:

Ashlie Lancaster
Ashlie Lancaster, Director

2. Subject: Real Property Conveyance – Saxum Investment Company, LLC

3. Summary Background Information:

The SC State Ports Authority (Port) requests approval to sell and convey approximately 30 acres of land for \$110,000 per acre which is anticipated to be \$3,300,000 to Saxum Investment Company, LLC (Saxum). The parcel is part of a larger tract consisting of 941 acres, generally known as the Ridgeville Industrial Campus located in Dorchester County. In purchasing the larger tract in June 2018, the Port sought to develop the Ridgeville Industrial Campus for the purposes of fostering, increasing, and stimulating the shipment of freight and commerce through the harbors and seaports in South Carolina.

In 2021, the Port began negotiating with Saxum for the sale of this 30-acre portion of the Ridgeville Industrial Campus and for Saxum's development, construction, and operation thereon of a temperature-controlled storage facility consisting of two buildings, totaling a minimum of 395,100 square feet (the Facility). Once fully operational, the Facility is anticipated to hold 41,000 pallets leading to annual throughput of 5,000 containers and 985 million pounds of frozen and refrigerated perishable products. The Port advises that there currently is insufficient refrigerated warehousing capacity in the Charleston area, so the Facility will also be a great benefit to South Carolina producers, especially pork and poultry producers. The Facility will cost Saxum an estimated \$90,000,000 and is expected to create approximately 100 local jobs, which will directly benefit the economies and tax base of both South Carolina and Dorchester County.

Additionally, the Port and Saxum have negotiated the attached Purchase and Sales Agreement (Agreement) that provides for the grant of easements for necessary infrastructure for the property. The parties anticipate that the State Ports Authority will provide a temporary, non-exclusive easement for the construction haul road to the subject property as well as a non-exclusive easement for the permanent access road to the subject property as depicted on Exhibit A to the Agreement. The permanent access road easement will contain provisions regarding the Port's maintenance obligations for the road, street lighting, and street signs. These easements will specifically state that the roads may be subsequently conveyed to Dorchester County for ownership and maintenance per the Development Agreement between the Ports Authority and Dorchester County for the Ridgeville Industrial Campus. In addition to the road easements, the subject property shall have access to water, wastewater, and telecom utilities

which will be stubbed at the Port's expenses. As such, there may be an easement for Dominion Energy to install overhead electric lines, but that easement may only run over the subject property (and not the Ports Authority's separate, contiguous property). It is also anticipated that Dorchester County will obtain easements on the subject property for water service and stormwater pond maintenance.

The Agreement further contemplates that at Closing the parties shall enter into an agreement containing a reverter clause providing that, in the event Purchaser fails to commence construction as set forth in the Agreement, at Seller's option and in exchange for the return of the purchase price, the property shall revert to Seller.

The proceeds from this transaction will be retained by the State Ports Authority pursuant to 2021-2022 Appropriations Bill H.4000, Part 1B, §93.8.

-
4. **What is the Authority asked to do?** Consider approval of the sale of 30± acres of land for \$110,000 per acre by the SC State Ports Authority to Saxum Investment Company, LLC, the grant of subsequent easements, the future conveyance of roads to Dorchester County and all other requirements subject to the Development Agreement.
-

5. **What is recommendation of the submitting agency involved?** Consider approval of the sale of 30± acres of land for \$110,000 per acre by the SC State Ports Authority to Saxum Investment Company, LLC, the grant of subsequent easements, the future conveyance of roads to Dorchester County and all other requirements subject to the Development Agreement.
-

6. **Private Participant Disclosure – Check one:**

- ☐ No private participants will be known at the time the Authority considers this agenda item.
- ☒ A Private Participant Disclosure form has been attached for each private participant.
- As referenced on the Disclosure forms, a private participant is a natural person or non-governmental legal entity which may directly benefit from, and is participating in or directly associated with, the requested approval.
-

7. **Recommendation of other office (as required)?**

- (a) Authorized Signature: _____
- (b) Office Name: Click or tap here to enter text.
-

8. **List of Supporting Documents:**

- (a) Letter from John W. Roberts of Willoughby & Hoefer, P.A., counsel for the SC State Ports Authority dated March 10, 2022
- (b) Purchase and Sale Agreement (executed)
- (c) Map & Site Plans (3 sheets)
- (d) SC Code of Laws Sections 54-3-155 and 1-11-65
- (e) 2021-2022 Appropriations Bill H4000, Part 1B, Proviso 93.8

WILLOUGHBY & HOEFER, P.A.
ATTORNEYS & COUNSELORS AT LAW

MITCHELL M. WILLOUGHBY
JOHN M.S. HOEFER
RANDOLPH R. LOWELL**
TRACEY C. GREEN
CHAD N. JOHNSTON
JOHN W. ROBERTS
ELIZABETH ZECK*
ELIZABETHANN L. CARROLL
ANDREW J. D'ANTONI
R. WALKER HUMPHREY, II***
ANDREW R. HAND****
J. JOSEPH OWENS
MARGARET M. O'SHIELDS

ELIZABETH S. MABRY
J. PATRICK HUDSON
OF COUNSEL

JOSEPH H. FARRELL, III
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*ALSO ADMITTED IN TEXAS

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***ALSO ADMITTED IN CALIFORNIA

****ALSO ADMITTED IN NORTH CAROLINA

March 10, 2022

Mr. Delbert Singleton
State Fiscal Accountability Authority
Wade Hampton Building, Ste 600
Columbia, SC 29201

Ms. Ashlie Lancaster
South Carolina Department of Administration
1200 Senate Street, Ste. 460
Columbia, SC 29201

Dear Mr. Singleton and Ms. Lancaster:

The purpose of this letter is to notify you of the intention of the South Carolina State Ports Authority (Port) to seek the approval of the State Fiscal Accountability Authority (SFAA) and/or the South Carolina Department of Administration (DOA) for the sale of certain real property located in Dorchester County, South Carolina. A Real Property Transaction Submission & Approval Form relating to this request is attached hereto as **Exhibit A**.

By way of a brief background and introduction, in June 2018, the Port purchased approximately 941 acres located in Dorchester County, South Carolina and which generally is known as the Ridgeville Industrial Campus. In purchasing this property, the Port sought to develop the Ridgeville Industrial Campus for the purposes of fostering, increasing, and stimulating the shipment of freight and commerce through the harbors and seaports in South Carolina. Specifically, the Port acquired this property with the goal of attracting new port-dependent beneficial cargo owners and distributors. By developing the Ridgeville Industrial Campus for such uses and attracting such cargo owners and distributors, the Port anticipates that the property will benefit the economies of South Carolina, Dorchester County, and the surrounding areas through

the expected creation of new local jobs, the attraction of new commercial and industrial facilities, indirect spending in the community, and many other financial and economic benefits.

In furtherance of these efforts, the Port began negotiating with Saxum Investment Company, LLC (Saxum) for the sale of an approximately 30-acre portion of the Ridgeville Industrial Campus and the development, construction, and operation of a temperature-controlled storage facility consisting of two buildings, totaling a minimum of 395,100 square feet (the Facility). Once fully operational, the Facility is anticipated to hold 41,000 pallets leading to annual throughput of 5,000 containers and 985 million pounds of frozen and refrigerated perishable products. There currently is insufficient refrigerated warehousing capacity in the Charleston area, so the Facility will also be a great benefit to South Carolina producers, especially pork and poultry producers. The Facility will cost an estimated \$90,000,000 and is expected create approximately 100 local jobs, which will directly benefit the economies and tax base of both South Carolina and Dorchester County.

Therefore, based upon the significant investment Saxum intends to make in developing, constructing, and operating the Facility and due to the size and scope of the project, the Port anticipates that the Facility will significantly foster and stimulate the shipment of freight and commerce through South Carolina ports. The Facility will create jobs in the State, will be financially advantageous, and result in numerous other economic benefits to local areas, the State as a whole, and the Port.

Because of the numerous benefits the Facility will bring to the State of South Carolina and the Port, the Port entered into a Purchase and Sale Agreement (Agreement) with Saxum for the sale of an approximately 30-acre portion of the Ridgeville Industrial Campus. A copy of the executed Agreement is attached as **Exhibit B**. A copy of the Private Participant Disclosure—Legal Entity form is attached as **Exhibit C**.¹ The preparation of the survey and plat is still in progress, and the specific boundaries may be slightly modified in order to accommodate the final development plan, which is still under review, but the general boundaries for the Ridgeville Industrial Campus and the relevant 30-acre parcel (Subject Property) are reflected on the site plans and maps attached as **Exhibit D**. Copies of the existing deeds and related documents for the Ridgeville Industrial Campus also are attached as **Exhibit E**. In addition, this sale was approved by the Ports Authority Board at its Board meeting on December 14, 2021. A copy of the resolution approved by the Board is attached as **Exhibit F**.

Pursuant to the Agreement, the Port will sell the Subject Property for \$110,000 per acre, which results in a total purchase price of \$3,300,000.00 for 30 acres (the price per acre will not change, but, per the Agreement, the total purchase price will be adjusted based upon the exact surveyed land area to be acquired by Saxum). In preparing for the sale of the Subject Property, the

¹ The Agreement contemplates Saxum assigning the Agreement to an affiliated entity, which will ultimately hold title to the Subject Property. Saxum has represented that this affiliated entity will likely have the same “Responsible Individual” as reflected in Exhibit C but there may be some additional “Beneficial Owners” and “Intervening Entities.”

Mr. Delbert Singleton
Ms. Ashlie Lancaster
March 10, 2022
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Port commissioned an appraisal, which was performed by Sass, Herrin and Associates, Inc. (Sass Herrin). As reflected in the appraisal report dated February 23, 2022, a copy of which is attached as **Exhibit G**, Sass Herrin estimates the value of the 30-acre Subject Property to be \$2,700,000.00. In addition to the above-market sales price, the Agreement provides enforceable deadlines for the construction of the Facility and the requirement that the Facility is operated for temperature-controlled storage for at least ten years, thereby helping to ensure the intended benefits of this project (in addition to the purchase price) are realized.

As a result of the planned construction of the Facility, the Subject Property is not required for operation of the Port or its port facilities; however, this project will continue to enhance State and local economies, benefit the Port through the facilitation of the shipment of freight and commerce through South Carolina ports, and create numerous jobs for South Carolina citizens. Furthermore, the Port further notes that the property sale, for which the Port is presently seeking approval, will be undertaken with the resources available to the Port and has not impacted and will not impact the State's General Fund. Accordingly, and as more fully described above, the Port respectfully requests that SFAA and/or the DOA approve the property sale.

Thank you for your assistance with this matter and, if you have any questions or need any additional information, please do not hesitate to contact me.

Very truly yours,

WILLOUGHBY & HOEFER, P.A.



John W. Roberts

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "**Agreement**") is entered as of the 28th day of January, 2022 (the "**Effective Date**"), by and between the **SOUTH CAROLINA STATE PORTS AUTHORITY**, and instrumentality of the State of South Carolina created by 1942 Act No. 626 of the South Carolina General Assembly (the "**Seller**" or "**SCPA**") and **SAXUM INVESTMENT COMPANY, LLC**, a Delaware limited liability company (the "**Purchaser**").

Royal Abstract National LLC ("**Escrow Agent**") is a party to this Agreement for the limited purposes set forth in this Agreement.

RECITALS

A. SCPA is developing an industrial commerce park on approximately one thousand (1,000) acres located in Dorchester County, South Carolina, known as the Ridgeville Industrial Campus ("**Ridgeville Industrial Campus**");

B. SCPA desires to sell and Purchaser desires to purchase an approximately 30-acre portion of the Ridgeville Industrial Campus as shown and more generally depicted in **Exhibit A** attached to and made a part this Agreement (such real property, together with all and singular the rights, members, hereditaments, and appurtenances to said premises belonging or in any wise incident or appertaining to the foregoing, being referred to as the "**Real Property**");

C. Purchaser intends to initially construct and develop two (2) buildings, totaling a minimum of 395,100 square feet in the aggregate, on the Real Property for the use by the majority of the square footage of the buildings for temperature controlled storage with related ancillary uses (collectively, the buildings and the initial use of the buildings is the "**Initial Use**");

D. After deliberation between SCPA and Purchaser, both parties desire to enter into this Agreement for the purpose of setting forth and memorializing for the parties the understandings and agreements of the parties concerning the sale and transfer of the Property to the Purchaser to initially be used solely for the Initial Use (the "**Transaction**").

NOW, THEREFORE, in consideration of the mutual terms, provisions, covenants, and agreements set forth in this Agreement, as well as the sums to be paid by Purchaser to Seller, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Purchaser and Seller agree as follows:

1. **Definitions.** The following terms, when used with initial capital letters, shall have the following respective meanings:

- a. "**Additional Earnest Money**" has the meaning set forth in Section 3b.
- b. "**Affiliate**" of any Person (as defined in this Agreement) means any other Person controlling, controlled by, or under common control with such first Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, membership, or otherwise.
- c. "**Agreement**" means this Purchase and Sale Agreement, including all attached exhibits and schedules, which are incorporated by reference, and as may be amended from time-to-time in accordance with its terms.

- d. ***"Anticipated Approval Date"*** has the meaning set forth in Section 6.
- e. ***"Anticipated Closing Date"*** has the meaning set forth in Section 12a.
- f. ***"Business Day"*** means a day other than a Saturday, Sunday, or other day on which commercial banks are authorized or required to close under the laws of the United States. If any "day" or date for performance or delivery falls on a day which is not a "Business Day", then such day or date for performance or delivery will automatically be extended to the next Business Day.
- g. ***"Claim"*** means any third party claim, action, suit, proceeding, hearing, investigation, litigation, charge, complaint, counterclaims, set-offs, third party indemnitees or defenses, or demand, including, without limitation, "claim" as defined in 11 U.S.C. § 101(5), as same may be amended from time to time.
- h. ***"Closing"*** has the meaning set forth in Section 3b.
- i. ***"Closing Date"*** has the meaning set forth in Section 12a.
- j. ***"Contractor Benchmarks"*** has the meaning set forth in Section 6j.
- k. ***"Contractor Penalties"*** has the meaning set forth in Section 6j.
- l. ***"Construction Haul Road"*** has the meaning set forth in Section 7c(i).
- m. ***"Construction Infrastructure Specifications"*** has the meaning set forth in Section 7c(i).
- n. ***"Deed"*** has the meaning set forth in Section 12b.
- o. ***"Development Agreement"*** has the meaning set forth in Section 10a.
- p. ***"Due Diligence Period"*** has the meaning set forth in Section 4a.
- q. ***"Earnest Money"*** has the meaning set forth in Section 3b.
- r. ***"Effective Date"*** has the meaning set forth in the preamble.
- s. ***"Escrow Agent"*** has the meaning set forth in the preamble.
- t. ***"Excluded Matters"*** has the meaning set forth in Section 9.
- u. ***"Force Majeure"*** has the meaning set forth in Section 10b.
- v. ***"Governing Documents"*** has the meaning set forth in Section 10a.
- w. ***"Governmental Authority"*** means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

- x. **"Improvements"** means all of the buildings, structures, fixtures, pipes, lines, and other improvements located on the Real Property, all component parts and salvage value thereof, and all appurtenances and accessions connected or related thereto, including non-merchantable items of equipment or machinery therein), if any.
- y. **"Incentives"** has the meaning set forth in Section 5d.
- z. **"Incentives Period"** has the meaning set forth in Section 5d.
- aa. **"Incentives Termination Notice"** has the meaning set forth in Section 5d.
- bb. **"Initial Earnest Money"** has the meaning set forth in Section 3b.
- cc. **"Infrastructure"** has the meaning set forth in Section 4c.
- dd. **"Infrastructure Completion"** has the meaning set forth in Section 7c.
- ee. **"Infrastructure Completion Date"** has the meaning set forth in Section 7c.
- ff. **"Infrastructure Plans"** has the meaning set forth in Section 4c.
- gg. **"Initial Use"** has the meaning set forth in the Recitals.
- hh. **"Permitted Exceptions"** has the meaning set forth in Section 5c.
- ii. **"Person"** means an individual, a partnership, a corporation, an association, a limited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization, a Governmental Authority and any other entity.
- jj. **"Plat"** has the meaning set forth in Section 6f.
- kk. **"Preliminary Plans"** has the meaning set forth in Section 4c.
- ll. **"Property"** has the meaning set forth in Section 2.
- mm. **"Purchase Price"** has the meaning set forth in Section 3a.
- nn. **"Purchaser"** has the meaning set forth in the preamble.
- oo. **"Purchaser's Agents"** has the meaning set forth in Section 4a.
- pp. **"Purchaser's Conditions Precedent"** has the meaning set forth in Section 6.
- qq. **"Real Property"** has the meaning set forth in the Recitals.
- rr. **"Records and Documents"** has the meaning set forth in Section 4a.
- ss. **"Recovery Plan"** has the meaning set forth in Section 7c.
- tt. **"Ridgeville Industrial Campus"** has the meaning set forth in the Recitals.

- uu. “*Site Plan*” has the meaning set forth in Section 4c.
- vv. “*Seller*” has the meaning set forth in the preamble.
- ww. “*Seller’s Agents*” has the meaning set forth in Section 4a.
- xx. “*Seller’s Title Response*” has the meaning set forth in Section 5b.
- yy. “*SFAA Approval*” has the meaning set forth in Section 6.
- zz. “*SFAA Deadline Date*” has the meaning set forth in Section 6.
- aaa. “*Site Plan Approval*” has the meaning set forth in Section 6e.
- bbb. “*Survey*” has the meaning set forth in Section 5a.
- ccc. “*Taking*” has the meaning set forth in Section 11.
- ddd. “*Title Commitment*” has the meaning set forth in Section 5a.
- eee. “*Title Company*” has the meaning set forth in Section 6a.
- fff. “*Title Notice*” has the meaning set forth in Section 5b.
- ggg. “*Title Objection Notice*” has the meaning set forth in Section 5b.
- hhh. “*Title Policy*” has the meaning set forth in Section 6a.
- iii. “*Transaction*” has the meaning set forth in the Recitals.
- jjj. “*Transferable Permits*” has the meaning set forth in Section 2c.
- kkk. “*Wetlands Covenants*” has the meaning set forth in Section 10a.
- lll. “*Wetlands Permit*” has the meaning set forth in Section 10a.

2. **Purchase and Sale.** Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, the following described property (collectively referred to in this Agreement as the “***Property***”):

- a. the Real Property;
- b. all Improvements, if any, located on the Real Property; and
- c. all assignable permits, licenses, approvals, and authorizations issued by any Governmental Authority in connection with the Real Property, and any development rights and utility capacity (the “***Transferrable Permits***”).

3. **Purchase Price; Earnest Money.**

a. ***Purchase Price and Payment.*** The purchase price for the Property shall be based upon a calculation of One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00) per acre for the approximately 30 acres (the "***Purchase Price***"), to be paid in all cash, in immediately available funds. If the Real Property is more or less than 30 acres as determined based upon the land area set forth in the final Survey, then the Purchase Price shall be adjusted based upon the surveyed land area. At the Closing, Purchaser shall pay to Seller the Purchase Price less the Earnest Money and such costs as are Purchaser's responsibility pursuant to this Agreement and subject to such adjustments and prorations provided in this Agreement. All amounts due under this Agreement shall be paid in United States currency by bank wire transfer to an account designated by Seller.

b. ***Earnest Money.*** Within three (3) Business Days after the Effective Date, Purchaser shall deposit with Escrow Agent the amount of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) (the "***Initial Earnest Money***") by wire transfer to an account designated by Escrow Agent. The Initial Earnest Money shall be fully refundable during the Due Diligence Period. Should Purchaser elect to proceed to Closing, within one (1) Business Day after expiration of the Due Diligence Period, Purchaser shall deposit with Escrow Agent the additional amount of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) (the "***Additional Earnest Money***") and, together with the Initial Earnest Money, the "***Earnest Money***") by wire transfer to an account designated by Escrow Agent. Failure to timely deposit the Additional Earnest Money shall be a default under this Agreement. Upon expiration of the Due Diligence Period, the Earnest Money shall be deemed non-refundable to Purchaser, except in the event of a Seller default, or as otherwise provided in this Agreement. Unless earlier disbursed, the Earnest Money shall be disbursed to Seller and credited against the Purchase Price at the closing of the purchase and sale of the Property (the "***Closing***") as described in this Agreement.

4. **Due Diligence Period.**

a. ***Due Diligence Period.*** During the period commencing on the Effective Date and ending on the date which is the later of (i) ninety (90) days after the Effective Date and (ii) the full execution of the Dominion Agreement (defined below) provided Purchaser is negotiating in good faith (the "***Due Diligence Period***"), the Purchaser and its agents, engineers, consultants, representatives, contractors, and employees (collectively "***Purchaser's Agents***") shall have the right to (i) enter the Ridgeville Industrial Campus and enter upon the Real Property during reasonable business hours for the purpose of performing inspections, examinations, investigations and tests of same, including without limitation, relating to the environmental and/or soil condition of the Real Property, surveys, inventories, reviews, audits, and other investigations whatsoever as Purchaser deems necessary or desirable, including without limitation, environmental and geotechnical testing and review of any and all records, reports, and other documentation regarding the Property; (ii) examine all: (A) engineering and other studies in the possession or control of Seller or any of Seller's engineers, consultants, representatives, and employees (collectively "***Seller's Agents***"), and (B) surveys, engineering reports, plans, and specifications, title insurance policies, site plans, geological data, environmental reports, and site assessments and such other similar documents within the possession and control of Seller or any of Seller's Agents (the "***Records and Documents***"); (iii) make investigations with regard to zoning, building code, and other legal requirements, including discussions with all Governmental Authorities with jurisdiction over the Property or the Initial Use; and (iv) perform such other inspections and examinations upon the Real Property as Purchaser may desire. All such investigations shall in no event include a Phase 2 environmental study without Seller's advance consent, which consent shall not be unreasonably

withheld or conditioned if Purchaser's Phase 1 indicates the need for a Phase 2 environmental study. Purchaser shall notify Seller in accordance with Section 14 prior to performing tests invasive to any native material, such as soil, groundwater, or any residue and the Purchaser shall share, at the request of Seller, the results of such tests; provided, however, the results of such tests shall be delivered to Seller without any liability to Purchaser and without representation or warranty from Purchaser as to the completeness or accuracy of the tests or any other matter relating thereto. Such inspections or reports shall be procured by Purchaser at Purchaser's sole cost and expense. Seller shall provide Purchaser, within five (5) days of the Effective Date, with all Records and Documents related to the Property.

b. **Entry Upon Property; Insurance.** Any entry by Purchaser and Purchaser's Agents upon the Real Property shall be in compliance with all permits, codes, regulations, rules, laws, statutes, and other requirements of any Governmental Authority having jurisdiction over the Real Property, as well as the requirements of any private covenants, restrictions, and easements of record of which Seller has made Purchaser aware, and shall not in any material way, unreasonably interfere with, or unreasonably disturb, the operation of the Ridgeville Industrial Campus or any occupants of the Ridgeville Industrial Campus. Purchaser shall maintain, with insurance companies licensed to do business in the State of South Carolina, a policy of commercial general public liability insurance, with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage, insuring Seller as an additional insured (certificates of which shall be given to Seller prior to the first entry by Purchaser or Purchaser's Agents on the Real Property), all of which insurance shall be written on an "occurrence form." Purchaser shall cause all persons or entities furnishing materials or services in connection with the rights granted in this Section 4 to be paid promptly and Purchaser shall not allow the filing of any mechanic's liens against the Real Property in connection with the inspection rights permitted under this Agreement. Purchaser agrees to indemnify, defend, and hold Seller harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, Seller's reasonable attorneys' fees, court costs, and disbursements but excluding consequential and indirect damages) incurred by Seller arising from or by reason of Purchaser's and/or Purchaser's Agents' access to or inspections of, the Property, except to the extent such losses, costs, damages, liens, claims, liabilities, or expenses are caused by or resulting from Seller's gross negligence or willful misconduct. The provisions of this Section 4b shall survive the Closing or earlier termination of this Agreement.

c. **Infrastructure Plans.** During the Due Diligence Period, Seller and Purchaser shall work together in good faith to develop plans and specifications for necessary infrastructure for the Property, including without limitation, all required or desired access roads, permanent utilities (including water, wastewater, electric, gas and telecom), and any necessary off-site easements necessary for storm water drainage, access, and utilities (collectively, "**Infrastructure**"). The permanent access road to the Property shall be in the location shown on the site plan attached as **Exhibit A** and made a part this Agreement ("**Site Plan**"). Seller shall be responsible to develop preliminary plans for the Infrastructure and submit, within forty-five (45) days of the Effective Date, such preliminary plans to Purchaser ("**Preliminary Plans**"). The Preliminary Plans shall incorporate all requirements and obligations contained in the Governing Documents. Purchaser shall either approve, or comment to, the Preliminary Plans within ten (10) days of receipt. Seller and Purchaser shall diligently work toward a mutually agreed upon set of plans for the Infrastructure ("**Infrastructure Plans**") prior to the expiration of the Due Diligence Period. Thereafter, Purchaser shall have the right to approve any material changes to the Infrastructure Plans.

d. **Electric/Gas Service and Infrastructure.** During the Due Diligence Period, Seller and Purchaser shall work together in good faith for Purchaser to reach an agreement with Dominion Energy ("**Dominion**") acceptable to both parties with respect to the electric and gas service at the site ("**Dominion Agreement**"), which shall include: (i) the specific service Dominion will provide to the Property; (ii) the rates for and incentives associated with such service; (iii) the timing to install and complete all infrastructure associated with providing such service (the "**Dominion Infrastructure**"); and (iv) penalties and remedies for failure to timely complete the Dominion Infrastructure.

e. **Termination.** If, for any reason whatsoever Purchaser determines, in Purchaser's sole and absolute discretion, that the Property or any aspect thereof is unsuitable for Purchaser's acquisition, development, and/or the Initial Use, Purchaser shall have the right to terminate this Agreement by giving written notice thereof to Seller prior to the expiration of the Due Diligence Period, and if Purchaser delivers such written notice of termination within the Due Diligence Period, this Agreement shall terminate. If this Agreement is terminated pursuant to the foregoing provisions of this Section 4e, then Purchaser shall be entitled to a return of the Initial Earnest Money and the parties shall have no further rights or obligations under this Agreement, except for those rights and obligations expressly stated to survive the termination of this Agreement. If Purchaser fails to give Seller a written notice of termination prior to the expiration of the Due Diligence Period, Purchaser's right to terminate this Agreement pursuant to the provisions of this Section 4e shall be deemed to have been waived and Purchaser shall be deemed to have elected to proceed with the acquisition of the Property pursuant to the terms of this Agreement. In the event Purchaser terminates this Agreement during the Due Diligence Period in accordance with this Section 4e, Purchaser shall promptly (i) provide to Seller copies of all final, or final draft, reports and studies prepared by third parties on behalf of Purchaser in connection with the Real Property pertaining to title, land surveys, engineering tests and studies, and environmental assessments, excluding any proprietary information, any information subject to confidentiality restrictions, any internal studies, reports and assessments prepared by any of Buyer's employees, attorneys or accountants, or plans and specifications for Purchaser's improvements ("**Reports**"); and (2) re-deliver to Seller or destroy all of the Records and Documents and other materials delivered to Purchaser by Seller in connection with the Property and its review thereof (provided that such requirement shall not apply with respect to any information which is a matter of public record). The Reports shall be delivered to Seller without any liability to Purchaser and without representation or warranty from Purchaser as to the completeness or accuracy of the Reports or any other matter relating thereto.

5. **Title and Survey.**

a. **Review of Title and Survey.** Purchaser shall have the opportunity to obtain a title commitment from Purchaser's Title Company ("**Title Commitment**") for the Real Property, including all exception documents, which shall be obtained by Purchaser promptly after the Effective Date (with a copy of the Title Commitment to be promptly furnished to Seller). Purchaser, at Purchaser's sole cost and expense, may obtain a survey of the Real Property made on the ground by a competent registered surveyor hired by Purchaser (with all updates requested by, and approved by, Purchaser, the "**Survey**"), which Survey will create two (2) parcels for the Real Property for purposes of the Plat. Promptly upon receipt of the initial draft of the Survey by both Seller and Purchaser, but in any event prior to expiration of the Due Diligence Period, Seller and Purchaser shall agree upon the exact legal descriptions of the Real Property to be conveyed to Purchaser, **Exhibit A** shall be amended to reflect the final agreement of the parties, and such legal descriptions shall be the insured estate in the Title Policy and utilized for the Plat. If Seller and Purchaser cannot agree upon an exact legal description(s) of the Real Property within fifteen (15) days following

receipt of the initial draft of the Survey by both Seller and Purchaser despite diligent, good faith efforts to do so, Seller or Purchaser shall have the right to terminate this Agreement by delivering written notice to the other party prior to Closing. If this Agreement is terminated pursuant to the foregoing sentence, then Purchaser shall be entitled to a return of the Earnest Money and the parties shall have no further rights or obligations under this Agreement, except for those rights and obligations expressly stated to survive the termination of this Agreement.

b. **Title Notice.** On or before the expiration of the Due Diligence Period, Purchaser shall notify Seller in writing (the "**Title Notice**") which exceptions to title (including survey matters), if any, are objectionable to Purchaser. If Purchaser objects to any matters in the Title Commitment or any update to the Title Commitment or to any matters disclosed in the Survey, Purchaser shall notify in writing (each a "**Title Objection Notice**") prior to the end of the Due Diligence Period, or within fifteen (15) days after Purchaser's receipt of an update to the Title Commitment and/or Survey received after the end of the Due Diligence Period. As to any matter to which Purchaser so objects in accordance with the foregoing, Seller shall notify Purchaser in writing, within fifteen (15) days after receipt by Seller of Purchaser's Title Objection Notice, as to which specific matters Seller is unable or unwilling to remedy and to which specific matters Seller will exercise reasonable efforts to remedy on or before the Closing ("**Seller's Title Response**"); provided that Seller may extend the Closing for such period as shall be required to effect such cure, but not beyond thirty (30) days. Notwithstanding anything herein to the contrary and whether or not Purchaser objects to same, Seller shall be obligated to pay, cure and cause to be removed from all financing liens, mechanic's and materialmen's liens, and other liens of an ascertainable amount affecting the Property ("**Mandatory Items**"), which liens Seller shall cause to be released at or prior to Closing (with Seller having the right to apply the Purchase Price or a portion thereof for such purpose). For any judgment enrolled in Dorchester County against Seller which creates a lien against the Property existing as of the Closing Date, Seller authorizes the Escrow Agent to withhold from Seller's proceeds of this transaction and place in a judgment lien escrow ("**Judgment Lien Escrow**") with the Escrow Agent an amount equal to 125% of the amount of such judgment lien(s). The Judgment Lien Escrow is to be utilized in the event of a foreclosure action brought against the Property, or returned to the Seller upon the cancellation, termination, satisfaction, or removal of the judgment and/or judgment lien. Seller further agrees to remove any exceptions or encumbrances to title which are voluntarily created by, under or through Seller after the Effective Date without Purchaser's consent. If Seller does not agree in Seller's Title Response to remedy all matters objected to by Purchaser in a Title Objection Notice in accordance with the foregoing, or if Seller fails to deliver Seller's Title Response within fifteen (15) days after Purchaser's Title Objection Notice, or Seller delivers notice to Purchaser ("**Failure to Cure Notice**") that it is unable to remedy prior to Closing any matters objected to by Purchaser in a Title Objection Notice which Seller had agreed to cure in Seller's Title Response, then Purchaser shall have the option of either (i) consummating the Transaction and accepting such title as Seller is so able or willing to convey provided that Purchaser shall have the right to receive a credit against the Purchase Price for the amount spent by Purchaser to remove any Mandatory Items from title; or (ii) terminating this Agreement by delivering written notice to Seller of same on or prior to the later of (x) the expiration of Due Diligence Period, (y) within fifteen (15) days after Purchaser's receipt of Seller's Title Response, or (z) within ten (10) days after Purchaser's receipt of Seller's Failure to Cure Notice. If necessary, Closing shall be delayed to permit Purchaser the full time permitted for its decision following receipt of Seller's Failure to Cure Notice. If this Agreement is terminated pursuant to this Section 5b, then Purchaser shall be entitled to ((i)) a return of the Earnest Money, and ((ii)) a payment by Seller to Purchaser of Purchaser's Out-of-Pocket Expenses but only if Seller is unable or unwilling to remove any Mandatory Items or items Seller had agreed to cure in Seller's Title Response, and the parties shall have no further rights or obligations under this Agreement, except for those rights and obligations

expressly stated to survive the termination of this Agreement. For purposes of this Agreement, reference to "**Purchaser's Out-of-Pocket Expenses**" shall mean the reasonable actual out-of-pocket cash expenses, not to exceed the maximum aggregate sum of \$150,000, Purchaser has paid to any third party for work related to this Transaction.

c. **Condition of Title.** Good and insurable fee simple title to the Real Property shall be conveyed by Seller to Purchaser by the Deed at Closing without exception, other than the Permitted Exceptions, free of liens (except judgment liens), and other rights of possession, covenants, conditions, restrictions, easements, encroachments, and rights-of-way, recorded or unrecorded. The Real Property shall be conveyed subject only to the following matters, each a "**Permitted Exception**" and collectively, the "**Permitted Exceptions**":

(i) those matters disclosed in the Title Commitment (excluding exceptions that are part of the promulgated title insurance form) that either are not objected to in writing within the time periods provided in Section 5b, or if objected to in writing by Purchaser, are those which Seller has notified Purchaser of its election to not remove or cure, or has been unable to remove or cure, and subject to which Purchaser has elected to accept the conveyance of the Real Property;

(ii) items shown on the Survey and not objected to by Purchaser that are waived or deemed waived by Purchaser in accordance with Section 5b;

(iii) the Development Agreement, the Wetland Covenants, and that certain use restriction regarding the Initial Use set forth in Section 10b;

(iv) the reversionary interest of Seller, as described in Section 10b;

(v) liens for taxes, assessments, both general and special, and other governmental charges that are not yet due and payable;

(vi) such other matters as may be agreed in writing by Purchaser and Seller prior to Closing.

d. **Incentive Matters.** Seller acknowledges that Purchaser may pursue economic development incentives from Governmental Authorities or other sources in connection with Purchaser's contemplated acquisition and development of the Property, including but not limited to fee in lieu of tax or other property tax abatement incentives negotiated with Dorchester County (collectively, "**Incentives**"). Seller shall work in good faith with Purchaser and provide any information reasonably requested by Purchaser for this purpose. Purchaser shall, for a period of one hundred twenty (120) days from the Effective Date ("**Incentives Period**"), use commercially reasonable efforts to procure the Incentives. If the Incentives are not available, Purchaser may, at Purchaser's option, terminate this Agreement by written notice to Seller prior to the expiration of the Incentives Period (the "**Incentives Termination Notice**"). If this Agreement is terminated pursuant to the foregoing sentence, then Purchaser shall be entitled to a return of the Earnest Money and the parties shall have no further rights or obligations under this Agreement, except for those rights and obligations expressly stated to survive the termination of this Agreement.

6. **Conditions Precedent to Obligations of Purchaser.** The obligation of Purchaser to consummate the Transaction shall be subject to the fulfillment on or before the Closing Date of all of the following conditions, any or all of which may be waived by Purchaser in Purchaser's sole discretion (collectively, the "**Purchaser's Conditions Precedent**"):

- a. **Title.** Royal Abstract National LLC, as agent for a licensed title insurance company (the "**Title Company**") shall be unconditionally committed to insure title to the Real Property pursuant to an ALTA Owner's Policy of Title Insurance (the "**Title Policy**") in the face amount of the Purchase Price, subject only to the Permitted Exceptions.
- b. **Seller Deliverables.** Seller shall have delivered to Purchaser all of the items required to be delivered to Purchaser pursuant to the terms of this Agreement.
- c. **Seller Representations and Warranties.** All of the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects as of the date of Closing.
- d. **Seller Covenants.** Seller shall have performed and observed all covenants and agreements of this Agreement to be performed and observed by Seller as of the date of Closing.
- e. **Site Plan Approval.** Purchaser shall have obtained approval for its development of the Property for the Initial Use from all applicable private parties and Governmental Authorities in accordance with the Governing Documents (the "**Site Plan Approval**"); *provided, however*, this condition shall not apply and need not be satisfied, and Seller shall have the right to terminate this Agreement by delivering written notice to Purchaser, if Purchaser does not apply for Site Plan Approval within one hundred eighty (180) days of the conclusion of the Due Diligence Period, subject to extensions for Force Majeure. If this Agreement is terminated pursuant to the foregoing sentence, then Purchaser shall be entitled to a return of the Earnest Money and the parties shall have no further rights or obligations under this Agreement, except for those rights and obligations expressly stated to survive the termination of this Agreement.
- f. **Plat.** Seller, at Seller's sole cost and expense, shall have (i) subdivided or platted the Real Property as two (2) separate parcels using the agreed upon legal descriptions from the Survey as the basis for such subdivision or replat ("**Plat**"), and (ii) recorded such Plat. Purchaser shall approve the proposed Plat prior to Seller's submittal to the appropriate Governmental Authorities, and shall have approval of all changes required by such Governmental Authorities. Such platted Real Property shall contain two (2) separate and distinct legal and tax parcels with their own real property identification number assigned to the Property by all applicable Governmental Authorities (specifically including the taxing authorities), and such Real Property will be capable of being conveyed to Purchaser by Seller without the necessity of any further platting, subdivision, or other similar legal process.
- g. **Construction Haul Road Access.** The Construction Haul Road shall be completed and available for use.
- h. **Temporary Utilities.** Seller and Dominion, as applicable, shall have stubbed fully functioning temporary utilities (water and electric) in specified locations on the Real Property (which have been mutually agreed upon during the Due Diligence Period) and in such capacities as shown on the Construction Infrastructure Specifications.
- i. **Building Permit.** Purchaser shall have obtained the necessary building permit(s) to construct and develop the buildings and improvements on the Real Property for the Initial Use (the "**Building Permit**"); *provided, however*, this condition shall not apply and need not be satisfied, if Purchaser does not apply for the Building Permit by December 31, 2022, or obtain the Building Permit by March 31, 2023, subject to extensions for Force Majeure.

- j. **Infrastructure Commencement.** Seller shall have delivered the notice to proceed to its contractor for the construction of the Infrastructure other than the Dominion Infrastructure (the "**Infrastructure Notice to Proceed**") and shall have provided a copy to Purchaser along with a description of the construction contract deadlines ("**Contractor Benchmarks**") and the penalties ("**Contractor Penalties**") to the contractor if such deadlines are not met.
- k. **Infrastructure Completion Date.** The scheduled Infrastructure Completion Date shall be no more than 15 months following the Closing Date.
- l. **Will Serve Letters.** Purchaser, with the assistance of Seller, shall have obtained will serve letters from the applicable utility providers for the permanent utilities associated with the Infrastructure.
- m. **Dominion Infrastructure.** Purchaser shall have executed a contract for service and the delivery of the Dominion Infrastructure.
- n. **Moratoriums.** No building or utility moratoriums shall be in effect which affect the Real Property.
- o. **Material Change.** There is no material change of circumstances with respect to the condition of the Real Property after the expiration of the Due Diligence Period.

In the event any Purchaser's Conditions Precedent for the benefit of Purchaser are not satisfied by the Closing Date, Purchaser shall have the right, at Purchaser's option, to terminate this Agreement, whereupon Purchaser shall be entitled to a return of the Earnest Money, and, with respect to the failure of condition f. above, receive payment from Seller of Purchaser's Out-of-Pocket Expenses unless Seller provides Buyer with reasonable documentation that Seller timely, diligently, and in good faith sought to satisfy condition f. but was solely prevented by applicable Governmental Authorities or Purchaser in satisfying condition f., and neither party shall have any further obligation or liability to the other, except for those obligations and liabilities, if any, that expressly survive the termination of this Agreement. Should the Purchaser consummate this transaction and close on the Real Property, then it shall be deemed to have affirmatively and forever waived any condition or Purchaser's Conditions Precedent for the Closing.

Notwithstanding the foregoing, Seller's and Purchaser's obligation to consummate the Transaction shall be subject to the Seller obtaining approval from the State Fiscal Accountability Authority (the "**SFAA**") for the transfer of the Real Property as contemplated under this Agreement (the "**SFAA Approval**"). Seller shall submit a request for SFAA Approval within forty-five (45) days of the Effective Date. The SFAA Approval is anticipated to occur within sixty (60) days of the request submittal to SFAA (the "**Anticipated Approval Date**"). Seller shall use its best efforts to timely obtain the SFAA Approval. Purchaser agrees to reasonably cooperate with Seller during this process. In the event the SFAA Approval is not received by the Anticipated Approval Date, Purchaser shall have the right, at any time thereafter, in its sole and absolute discretion, to terminate this Agreement, whereupon Purchaser shall be entitled to a return of the Earnest Money and payment from Seller to Purchaser of Purchaser's Out-of-Pocket Expenses, and neither party shall have any further obligation or liability to the other, except for those obligations and liabilities, if any, that expressly survive the termination of this Agreement. Until Purchaser delivers such notice of termination, Seller shall continue to pursue the SFAA Approval in accordance with this Section 6. In the event of a denial by the SFAA, this Agreement shall automatically terminate and Purchaser shall be entitled to a return of the Earnest Money and payment from Seller to Purchaser of Purchaser's Out-of-Pocket Expenses, and neither party shall have any further obligation or liability

to the other, except for those obligations and liabilities, if any, that expressly survive the termination of this Agreement.

7. **Seller's Representations and Covenants.**

a. ***Representations and Warranties.*** Seller hereby makes the following representations and warranties to Purchaser as of the Effective Date, which representations and warranties shall be deemed to have been made again as of the Closing:

(i) ***Organization and Authority.*** Seller is an instrumentality of the State of South Carolina created by the South Carolina General Assembly by 1942 Act 626, codified at S.C. Code Ann. §§ 54-3-10 *et seq.* and acts through its Board of Directors as its governing body with the power and authority to enter into this agreement and perform its obligations hereunder. Seller has duly authorized the execution and delivery of this Agreement and any and all other agreements described in this Agreement.

(ii) ***Binding Obligations.*** The individuals executing this Agreement and the agreements, instruments, or other documents to be executed by Seller pursuant to this Agreement on behalf of Seller each have been duly authorized to bind Seller to the terms and conditions hereof and thereof. This Agreement and the agreements, instruments, or other documents to be executed by Seller pursuant to this Agreement shall be the legal, valid, and binding obligations of Seller enforceable in accordance with their terms (subject to applicable laws concerning bankruptcy, insolvency and rights of creditors generally).

(iii) ***[Intentionally Omitted].***

(iv) ***Pending Actions.*** Seller has not received written notice, nor to Seller's knowledge is Seller aware, of any action, suit, arbitration, unsatisfied order or judgment, government investigation, or proceeding pending (i) against Seller which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the Transaction, or (ii) that directly affects the Property.

(v) ***Condemnation.*** Seller has received no written notice of nor is Seller aware of any condemnation proceedings relating to the Real Property.

(vi) ***Violations.*** Seller has not received written notice of any uncured violation of any federal, state, or local law from any Governmental Authority relating to the construction, use, or operation of the Property. Seller, as a Governmental Authority, is not aware of any uncured violation of any federal, state, or local law from any Governmental Authority relating to the construction, use, or operation of the Property.

(vii) ***No Leases or other Agreements.*** Except for the Covenants existing at the execution of this Agreement but which will not be applicable to the Property at Closing, there are no leases or other agreements for use, occupancy or possession presently in force with respect to all or any portion of the Property. Seller has not entered into any contract or agreement with respect to the occupancy or sale of the Property or any portion or portions thereof. Except for this Agreement, Seller has not entered into, and has no actual knowledge of, any other agreement, commitment, option, right of first refusal or any other agreement, whether oral or written, with respect to the purchase, assignment or transfer of all or any portion of the Property. There are no management agreements, brokerage agreements, leasing agreements, service contracts or any other similar agreements or

instruments in force or effect that grant to any person or entity any right, title, interest or benefit in and to all or any part of the Property or any rights relating to the use, operation or management of all or any part of the Property that will survive the Closing or be binding upon Purchaser.

(viii) **No Development Moratoriums.** To the best of Seller's knowledge, the Property is not subject to any use, development or occupancy restrictions or any type of development moratorium (except those imposed by applicable zoning and subdivision laws and regulations), special taxes and assessments or utility "tap-in" fees (except those generally applicable throughout the tax district in which the Property is located), or charges or restrictions, whether existing of record or arising by operation of law, unrecorded agreement, the passage of time or otherwise (other than the Permitted Exceptions). There are no actions or proceedings pending or, to the best of Seller's knowledge, threatened that could affect or change the current zoning classification of the Property.

(ix) **Hazardous Materials.** To the best of Seller's knowledge and except as otherwise disclosed in any Records and Documents or other due diligence deliverables provided by Seller to Purchaser, there are no hazardous substances (as defined herein) on, under or about the Property and the Property is in material compliance with the Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, the Clean Air Act, any so-called federal, state or local "Superfund" or "Superlien" statute, or any other applicable federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability) or standards of conduct concerning any hazardous substances (collectively, the "**Hazardous Substance Laws**"). For purposes of this Agreement, the term "**hazardous substances**" shall mean and include any substance, whether solid, liquid or gaseous: (i) which is listed, defined or regulated as a "hazardous substance", "hazardous waste" or "solid waste", or otherwise classified as hazardous or toxic, in or pursuant to any Hazardous Substance Laws; (ii) which is or contains asbestos, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, or explosive or radioactive material; (iii) which is or contains petroleum or petroleum products, including any fractions or distillates thereof; or (iv) which causes or poses a threat to cause a contamination or nuisance on the Real Property or on any adjacent property or a hazard to the environment or to the health or safety of persons on the Real Property. As used in this clause (x), the word "on" when used with respect to the Real Property or adjacent property means "on, in, under, above or about".

(x) **Taxes and Special Assessments.** Seller has not submitted an application for the creation of any special taxing district affecting the Property, or annexation thereby, or inclusion therein that is currently pending before a governmental authority. Seller has not received notice that any governmental or quasi-governmental agency or authority intends to impose or increase any special or other assessment against the Property, or any part thereof, including assessments attributable to revaluations of the Property except as may be provided in the Records and Documents. Seller further represents and warrants that there are no tax appeals pending with respect to the Property. As of Closing, the Property will be assessed as a separate tax lot or parcel, independent of any other parcels or assets not being conveyed.

(xi) **No Mechanic's Liens.** Seller is not a party to any contracts or agreements for the performance of work or the furnishing of materials to any portion of the Property which will not be fully performed and paid for as of the Closing Date. There are no unpaid claims against any portion of the Property or the Seller for or on account of work done, materials furnished, or utilities supplied to the Property at the instance and request of the Seller.

(xii) **Non-Contravention.** The execution and delivery of, and the performance by Seller of its obligations under, this Agreement do not and will not (i) contravene, or constitute a default under, any provision of applicable law or regulation or any agreement, judgment, injunction, order, decree or other instrument binding upon Seller, (ii) contravene or conflict with any law or regulation relating to the formation and operation of Seller, (iii) result in the breach of any of the terms or provisions of, or constitute a default under, any agreement or other instrument to which Seller is a party or (iv) result in the creation of any lien or other encumbrance on any asset of Seller.

The representations and warranties of Seller set forth in this Section 7a, as restated as of the Closing, shall survive the Closing for a period of three (3) months after the Closing Date. Whenever a representation or warranty of Seller in this Agreement is qualified by the phrase "to the best of Seller's knowledge" or by words of similar import, the accuracy of such representation shall be based solely on the actual (as opposed to constructive or imputed) knowledge of Seller's officers with direct, operational control of the Property, each an individual (a "**Designated Representative**") with knowledge regarding the applicable representations, without independent investigation or inquiry of any kind and without any duty to make any such investigation or inquiry. Purchaser acknowledges that each Designated Representative is named solely for the purpose of defining the scope of Seller's knowledge and not for the purpose of imposing any liability on or creating any duties running from the Designated Representative to Purchaser and Purchaser agrees that no Designated Representative shall have any liability under this Agreement or in connection with the transactions contemplated hereby.

b. **General Covenants.**

(i) **Covenant Not to Convey or Encumber.** After the Effective Date, Seller shall not subject the Property to, or allow the Property to become subject to, any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters which will not be eliminated prior to the Closing without Purchaser's prior written consent, nor shall Seller convey any interest in the Property or any rights therein, nor enter into any conveyance, security document, easement or other agreement granting to any person or entity any rights with respect to the Property or any part thereof, or any interest whatsoever therein, or any option with respect thereto, or take any action which would result in the Property being in violation of the Hazardous Substance Laws, without the prior written consent of Purchaser.

(ii) **Service Contracts, Leases and Construction Contracts.** From and after the Effective Date, Seller will not enter into any lease, service contract (if such service contract would extend past Closing), construction contract or the like for the Property (or any portion thereof), or any amendments or modifications to any such existing agreements, in each case without Purchaser's prior written consent. Seller agrees that it shall not (a) solicit or entertain bids, (b) enter into any negotiation or discussion, or (c) enter into any agreement regarding the sale or lease of the Property at any time during which this Agreement is in effect.

(iii) **No Material Alterations, Zoning Changes or Waste.** After the date hereof, Seller shall not make or allow to be made any material alterations to the Property without Purchaser's prior written consent, nor shall Seller commit waste or violate any applicable law, regulation, ordinance or the like. Seller shall not request or process any request to change the zoning of the Real Property or amend any subdivision map in process affecting the Real Property or amend or modify any other entitlements or development standards applicable to the Real Property. Notwithstanding the foregoing, Seller shall cooperate reasonably with Purchaser's proposed development with respect to seeking appropriate consents, authorizations or approvals from the applicable governing bodies, including without limitation those for the site development permit, zoning variances, special use permits, or subdivision of the Real Property.

(iv) **No Mechanics' or Materialmen's Liens.** Prior to the Closing, except with respect to any work contracted for by Purchaser, Seller shall pay for all work performed by third parties on or in connection with the Property on behalf or at the direction of Seller or its agents or representatives, including all labor, goods, materials and services related thereto, so that the Property will not be subject to encumbrance by any mechanics, laborer, materialmen or other like liens with respect thereto.

(v) **Operation in the Ordinary Course.** Subject to the provisions of Sections 7b(i)-(iv) immediately above, from and after the Effective Date and continuing until Closing, Seller shall (i) operate and manage the Property in the ordinary course and consistent with Seller's past practices, (ii) maintain all insurance policies (or substantially equivalent replacement policies) currently maintained by Seller for the Property, (iii) pay promptly when due all city, state and county ad valorem taxes and similar taxes and assessments, all sewer and water charges and all other governmental charges levied or imposed upon or assessed against the Property, and pay or cause to be paid all expenses incurred in the use, occupancy and operation of the Property; and (iv) perform when due, and otherwise comply with, all of Seller's obligations and duties under the Service Contracts including, without limitation, timely making any payments required under the Service Contracts, as and when due.

(vi) **Cooperation.** Seller shall cooperate and work in good faith with Purchaser in connection with the Site Plan Approval.

(vii) **Plat.** Seller shall subdivide the Real Property and record the Plat prior to the Anticipated Closing Date in accordance with the terms of Section 6f.

c. **Infrastructure Improvements.**

(i) **Construction Haul Road.** Seller shall ensure that the construction haul road shown on the Site Plan ("**Construction Haul Road**") is completed and available for use by Purchaser prior to the Closing, which Construction Haul Road is necessary for Purchaser's access to the Real Property to allow Purchaser to (1) construct its improvements for the Initial Use and (2) access the Property for the operation of the Initial Use in the event the Infrastructure Completion is delayed beyond the Infrastructure Completion Date. The Construction Haul Road shall be built in accordance with the minimum specifications set forth on **Exhibit B** attached hereto and made a part of this Agreement ("**Construction Infrastructure Specifications**"), which specifications will be further defined during the Due Diligence Period through mutual, good faith negotiation between the parties. Alignment of the Construction Haul Road shall be in the location shown on the Site Plan,

with entrances to the Real Property along the eastern boundary of the Real Property, and the Construction Haul Road will remain open at all times to provide continuous access to the Real Property. Seller shall provide Purchaser a recordable, temporary, non-exclusive easement for the Construction Haul Road, which easement shall permit Purchaser the full use of the Construction Haul Road until Infrastructure Completion, with limited, emergency use thereafter for so long as the Construction Haul Road may continue to be maintained and operated by the Seller (which includes the right of Purchaser to repair or maintain the Construction Haul Road in the event of a default by Seller in maintenance, following notice and cure); *provided, however*, Purchaser acknowledges and agrees, and any such easement shall expressly state, that such Construction Haul Road may be conveyed to Dorchester County for ownership and maintenance pursuant to the Development Agreement, and further Purchaser acknowledges and agrees that Seller may, in its sole and absolute discretion, modify, change, relocate, alter, or close the Construction Haul Road to facilitate further development of Seller's property after Infrastructure Completion and Purchaser's completion of the improvements on the Real Property for the Initial Use.

(ii) ***Infrastructure and Utilities.*** On or before the date which is no later than fifteen (15) months following the Closing Date subject to Force Majeure ("***Infrastructure Completion Date***"), Seller shall provide, at its own expense or at the expense of some other entity other than Purchaser, the Infrastructure (other than the Dominion Infrastructure, which Purchaser acknowledges is the responsibility of Dominion) completed in accordance with and in conformity to the Infrastructure Plans ("***Infrastructure Completion***"). Such Infrastructure Completion shall be in compliance with, and include all requirements, payments and obligations required by, the Governing Documents, to allow for the Initial Use. Upon the Infrastructure Completion, the Property shall have access to water, wastewater, and telecom utilities, which shall have been stubbed at Seller's sole cost and expense at the property line of the Property in such locations as approved by Purchaser and are to specifications provided in the Infrastructure Plans. The permanent access road shall be in the location shown on the Road Site Plan. All post-Closing work performed by Seller on the Property shall be done lien-free and in a good and workmanlike manner. Upon Infrastructure Completion, Seller shall (a) provide Purchaser an affidavit stating that Infrastructure Completion has been accomplished, along with final lien waivers for the supplies and work performed, and (b) record a non-exclusive easement, subject to Purchaser's approval, for Purchaser's use of the full length of the permanent access road, originating from a publicly dedicated road and terminating at the Real Property. Such easement shall be fully negotiated during the Due Diligence Period, and shall include Seller maintenance obligations for the road, street lighting, and street signs, and the right of Purchaser to repair or maintain such road, street lighting, and street signs in the event of a default by Seller in maintenance, following notice and cure; *provided, however*, Purchaser acknowledges and agrees, and any such easement shall expressly state, that such road, street lights, and street signs may be conveyed to Dorchester County for ownership and maintenance pursuant to the Development Agreement and, upon such conveyance, the easement and Seller's maintenance obligations under the easement will automatically terminate. In the event that it may be reasonably anticipated that the Infrastructure Completion Date will not be met, then Seller shall ensure that that certain portion of the permanent access road adjoining the Construction Haul Road is completed to ensure continuous access to the Real Property for Buyer for its Initial Use.

Seller shall use diligent and commercially reasonable efforts to achieve Infrastructure Completion by the Infrastructure Completion Date, including without limitation, enforcing Contractor Penalties. Seller shall keep Purchaser informed of any actual or apparent delays in the Infrastructure completion. The obligations of Seller under this Section 7c shall survive the Closing.

8. **Representations and Warranties of Purchaser.** Purchaser hereby makes the following representations and warranties to Seller as of the Effective Date, which representations and warranties shall be deemed to have been made again as of the Closing:

a. ***Organization and Authority.*** Purchaser is duly organized, validly existing, and qualified and empowered to conduct its business and has full power and authority to enter into and fully perform and comply with the terms of this Agreement. Purchaser has duly authorized the execution and delivery of this Agreement and any and all other agreements described in this Agreement.

b. ***Binding Obligations.*** The individuals executing this Agreement and the agreements, instruments, or other documents to be executed by Purchaser pursuant to this Agreement on behalf of Purchaser each have been duly authorized to bind Purchaser to the terms and conditions hereof and thereof. This Agreement and the agreements, instruments, or other documents to be executed by Purchaser pursuant to this Agreement shall be the legal, valid, and binding obligations of Purchaser enforceable in accordance with their terms (subject to applicable laws concerning bankruptcy, insolvency and rights of creditors generally).

c. ***Pending Actions.*** Purchaser has not received written notice, nor to Purchaser's knowledge is Purchaser aware, of any action, suit, arbitration, unsatisfied order or judgment, government investigation, or proceeding pending against Purchaser which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the Transaction.

d. ***Non-Contravention.*** The execution and delivery of, and the performance by Purchaser of its obligations under, this Agreement do not and will not (i) contravene, or constitute a default under, any provision of applicable law or regulation or any agreement, judgment, injunction, order, decree or other instrument binding upon Purchaser, (ii) contravene or conflict with Purchaser's organizational documents, (iii) result in the breach of any of the terms or provisions of, or constitute a default under, any agreement or other instrument to which Purchaser is a party or (iv) result in the creation of any lien or other encumbrance on any asset of Purchaser.

e. ***No Financing Contingency.*** Purchaser has the financial capability to consummate the Transaction and pay the Purchase Price pursuant to Section 3. Purchaser understands and agrees that its obligations under this Agreement are not in any way contingent or otherwise subject to: (i) the consummation of any financing arrangements or obtaining any financing; or (ii) the availability of any financing to Purchaser or any of its Affiliates.

The representations and warranties of Purchaser set forth in this Section 8, as restated as of the Closing, shall survive the Closing for a period of one (1) year after the Closing Date.

9. **Condition of Property.** Seller and Purchaser expressly agree that except for any express warranties, representations, and covenants of Seller in this Agreement and in the closing documents contemplated in this Agreement (collectively, the "***Excluded Matters***"), the Property is being sold on an "AS IS" basis only, "**WITH ALL FAULTS OF ANY KIND**". **EXCEPT FOR THE EXCLUDED MATTERS, SELLER DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION,**

WARRANTIES AS TO THE FITNESS, ENVIRONMENTAL COMPLIANCE, AREA, ACCESS, PERMITS, ZONING, SUFFICIENCY OF PARKING, UTILITY SERVICES, WATER, SANITARY OR STORM SEWER CAPACITY OR WASTE-WATER CAPACITY, CONDITION, QUALITY, QUANTITY, CHARACTER, SIZE, DESCRIPTION, MERCHANTABILITY OR HABITABILITY OF THE PROPERTY. EXCEPT FOR THE EXCLUDED MATTERS, PURCHASER WAIVES ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED WITH RESPECT TO THE PROPERTY.

EXCEPT FOR (I) THE EXCLUDED MATTERS, (II) SELLER'S FRAUD OR WILLFUL MISCONDUCT, OR (III) THIRD PARTY CLAIMS ARISING AS A RESULT OF BODILY INJURY OR DEATH TO PERSONS, PERSONAL INJURY OR DAMAGE TO PROPERTY THAT OCCURRED DURING SELLER'S PERIOD OF OWNERSHIP, PURCHASER RELEASES SELLER AND ITS AGENTS, REPRESENTATIVES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER PERSON OR ENTITY ACTING ON SELLER'S BEHALF (COLLECTIVELY, "*SELLER RELATED PARTIES*") FROM ALL CLAIMS WHICH ANY PURCHASER OR ANY PARTY RELATED TO OR AFFILIATED WITH PURCHASER (A "*PURCHASER RELATED PARTY*") HAS OR MAY HAVE ARISING FROM OR RELATED TO ANY MATTER OR THING RELATED TO OR IN CONNECTION WITH THE REAL PROPERTY INCLUDING THE DOCUMENTS AND INFORMATION REFERRED TO IN THIS AGREEMENT, ANY CONSTRUCTION DEFECTS, ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION, OR ANY OTHER ACTIVE OR PASSIVE NEGLIGENCE, AND ANY ENVIRONMENTAL CONDITIONS, AND PURCHASER SHALL NOT LOOK TO ANY SELLER RELATED PARTIES IN CONNECTION WITH THE FOREGOING FOR ANY REDRESS OR RELIEF. THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF ITS EXPRESSED TERMS AND PROVISIONS, INCLUDING THOSE RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, DAMAGES, AND CAUSES OF ACTION.

10. **Purchaser's Acknowledgements and Obligations.**

a. ***Protective Covenants.*** Purchaser acknowledges that the Property will be controlled by and subject to: (i) the Development Agreement, by and between Seller, as successor in interest to MWV-Ridgeville, LLC, and Dorchester County, South Carolina, recorded July 22, 2014, in Book 9363, Page 1, in the aforesaid Register of Deeds Office, (as amended and supplemented, the "**Development Agreement**"); (ii) the Declaration of Restrictive Covenants recorded September 17, 2015, in Book 9914, Page 134, in the aforesaid Register of Deeds Office (the "**Wetlands Covenants**"); and (iii) the Department of the Army Permit No. 2009-1290-2IG, dated June 25, 2010, (the "**Wetlands Permit**"). Such documents (i) through (iii) above (as amended and supplemented, are referred to collectively as, the "**Governing Documents**"). Purchaser acknowledges (i) receipt of copies of the Governing Documents, (ii) that the Property shall be held, transferred, sold, devised, assigned, conveyed, given, purchased, leased, occupied, possessed, mortgaged, encumbered, developed, constructed upon, and used pursuant to the provisions of the applicable Governing Documents, and (iii) adherence to all terms and conditions of the Governing Documents is required of Purchaser.

Purchaser acknowledges and consents to an amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Ridgeville Industrial Campus, recorded October 21, 2016, in Book 10488, Page 194, in the Office of the Register of Deeds for Dorchester County, South Carolina (as amended and supplemented, the "**Covenants**") removing, withdrawing, and releasing the Property from coverage of the Covenants.

b. **Use Restrictions; Construction Deadline.** Purchaser agrees that use of the Property shall initially be restricted to the development, construction, and operation of the Initial Use, which restriction shall terminate on the tenth anniversary of the issuance of certificate(s) of occupancy for the buildings constructed on the Property for the Initial Use. Purchaser agrees, at its sole cost and expense, to Commence Construction of improvements for the Initial Use within 12 months of the Closing Date subject to Force Majeure (the "**Construction Deadline**"). At Closing, Seller and Purchaser shall enter into an agreement ("**Reverter Agreement**") that shall contain a reverter clause pursuant to which, at Seller's option and in exchange for the return of the Purchase Price, Seller shall deliver notice to Purchaser that it has failed to Commence Construction by the expiration of the Construction Deadline ("**Construction Default Notice**"), and Purchaser shall have thirty (30) days following its receipt of the Construction Default Notice to cure such default by Commencing Construction of improvements for the Initial Use. In the event Purchaser does not Commence Construction of improvements for the Initial Use within thirty (30) days following Purchaser's receipt of the Construction Default Notice, then the Property shall revert to and become fee simple real estate (free and clear of any liens or encumbrances placed on the Real Property by Purchaser) owned by the Seller. In such an event, Purchaser shall provide Seller a quit claim deed to the Property (which deed shall list all items disclosed on a title commitment or a survey, or would be shown upon a title commitment or survey if obtained) upon Purchaser's receipt of the return of the Purchase Price, without any reduction due to any charges, expenses or prorations. The Reverter Agreement shall also contain an obligation for Seller to execute a recordable release of the Reverter Agreement in the event Purchaser Commences Construction of improvements for the Initial Use. For purposes of this Agreement, the term **Commence Construction** or any similar term shall mean Purchaser shall have begun a continuous program of material on-site work, including, at a minimum, significant site preparation work and the commencement of construction of foundation components or elements for the improvements to timely complete construction for the Initial Use. For the purposes of this Agreement, the term **Force Majeure** shall mean any cause or causes not reasonably within the control of a party and which, by the exercise of reasonable diligence, such party is unable to prevent or overcome, including, without limitation, acts of God; strikes, lockouts or other industrial disturbances; acts of the public enemy, acts of terror, sabotage, wars, blockades, military action, insurrections or riots; epidemics or pandemics; landslides, subsidence, lightning, hurricanes, tornadoes, earthquakes, fires, storms or storm warnings; crevasses, floods or washouts; civil disturbances; explosions; inability of such party to obtain, after the exercise of reasonable diligence, necessary materials, supplies, or permits; or any action, delays or restraint by any applicable Governmental Authority. A party seeking to claim Force Majeure must provide notice to the other party of the occurrence of a Force Majeure event within fourteen (14) days of the occurrence of such Force Majeure event, describing in reasonable detail the nature of the Force Majeure event, with valid supporting documentation, and its impact on the claiming party's obligations. The parties agree that timely notice of a Force Majeure event is a condition precedent for a party to claim Force Majeure as an exception to its obligations. The party claiming Force Majeure shall use commercially reasonable efforts to recommence performance whenever and to whatever extent possible to minimize delay in the performance of its obligations.

11. **Risk of Loss.** The risk of loss to the Property shall be upon Seller until Closing. Seller shall not settle any such proceeding or claim related to an event covered by Section 11 without first obtaining the prior written consent of the Purchaser, which consent shall not be unreasonably withheld. If (i) all or a material portion of the Real Property is taken, or (ii) any portion of the Real Property is taken which impacts the construction or operation of the Initial Use on the remaining land as determined in Purchaser's reasonable discretion, in any condemnation proceeding or is transferred to a condemning authority under threat of condemnation (collectively called the "**Taking**") prior to Closing, or if Seller receives actual notice prior to Closing that the Property is subject to a Taking, then Seller shall promptly notify Purchaser, and

Purchaser may terminate this Agreement and receive a full refund of the Earnest Money. Alternatively, Purchaser may elect to close subject to the Taking without reduction of the Purchase Price and receive an assignment from Seller of its entire right, title and interest in and to any payment, award or settlement due Seller as a result of the Taking. If any condemnation proceeding is commenced on less than a material portion of the Real Property, or is transferred to a condemning authority under the threat of condemnation prior to Closing, then the Closing shall proceed without any reduction of the Purchase Price and Seller shall assign to Purchaser its entire right, title and interest in and to any payment, award or settlement due Seller as a result of the such taking affecting less than a material portion of the Real Property.

12. **Closing.**

a. ***Closing Date.*** Subject to any conditions thereto and the termination rights under this Agreement, the Closing shall occur no later than the earlier of (a) thirty (30) days following the later of (i) Purchaser obtaining Site Plan Approval (if the Section 6e closing condition remains applicable and subject to extensions for Force Majeure), (ii) Purchaser obtaining the Building Permit (if the Section 6i closing condition remains applicable and subject to extension for Force Majeure), (iii) Seller delivering the Infrastructure Notice to Proceed and there are no more than 15 months to Infrastructure Completion following the Closing Date, or (iv) Seller obtaining SFAA Approval, or (b) December 31, 2022 (the “***Anticipated Closing Date*”**); subject to the termination rights set forth in Section 6 regarding the SFAA Deadline Date. Notwithstanding the foregoing, (i) if Purchaser has applied for and is diligently pursuing the Building Permit, then the Anticipated Closing Date shall be extended to March 31, 2023 without need for action by either party; and (ii) Seller may delay the Closing for up to ninety (90) days for a Force Majeure event that would, in its reasonable discretion, delay or potentially delay the completion of the Infrastructure. The actual date of the Closing being referred to in this Agreement as “***Closing Date*.”** At the Closing, Seller and Purchaser shall perform the obligations set forth in, respectively, Section 12b and Section 12c, the performance of which obligations shall be concurrent conditions.

b. ***Seller's Obligations at Closing.*** At Closing, Seller shall deliver in escrow to the Title Company the following:

(i) a duly executed and notarized quit claim deed (the “***Deed*”**) in a form satisfactory to Purchaser, conveying the Real Property, subject only to the Permitted Exceptions and such other exceptions as may be agreed upon in writing by the parties;

(ii) a resolution of the Board of SCPA authorizing the Transaction;

(iii) such evidence as the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Seller;

(iv) a certificate, executed by Seller and stating that Seller is not a “foreign person” as defined in the Federal Foreign Investment in Real Property Tax Act of 1980;

(v) evidence reasonably satisfactory to the Title Company respecting the authorization and execution by Seller of this Agreement and the documents required to be delivered by Seller under this Agreement;

(vi) an amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Ridgeville Industrial Campus, recorded October 21, 2016, in Book 10488, Page 194, in the Office of the Register of Deeds for Dorchester County, South Carolina removing, withdrawing, and releasing the Property from coverage of the Covenants;

(vii) the SFAA Approval;

(viii) a certification stating that the representations of Seller set forth in this Agreement remain true and correct in all material respects at the Closing;

(ix) such duly executed affidavits as may be customarily and reasonably required by the Title Company to issue the Title Policy in a form reasonably acceptable to the Title Company and Seller, provided, however, that under no circumstance shall Seller provide a so-called "gap indemnity" or any other indemnity in favor of the Title Company or Purchaser;

(x) executed assignment to Purchaser of the Improvements and the Transferrable Permits;

(xi) duly executed closing statements reasonably acceptable to Seller and Purchaser;
and

(xii) such duly executed additional documents as shall be reasonably required to consummate the Transaction contemplated by this Agreement.

Seller shall deliver possession of the Real Property to Purchaser at the Closing subject only to the Permitted Exceptions.

c. ***Purchaser's Obligations at Closing.*** At Closing, Purchaser shall deliver in escrow to the Title Company the following:

(i) the Purchase Price, less the Earnest Money;

(ii) documents reasonably requested by the Title Company or required by this Agreement to confirm that this Transaction and the parties executing such documents on behalf of Purchaser are fully authorized and empowered to so act, in a form reasonably acceptable to Purchaser;

(iii) such executed documents as required by the Governing Documents;

(iv) deliver a certification stating that the representations of Purchaser set forth in this Agreement remain true and correct in all material respects at the Closing;

(v) duly executed closing statements reasonably acceptable to Purchaser and Seller;
and

(vi) such additional documents as shall be reasonably required to consummate the Transaction and contemplated by this Agreement.

d. ***Closing Procedure.*** Upon the completion of the deliveries specified in Section 12 above, the Title Company, as escrow agent, shall be authorized to cause the appropriate closing documents to be immediately recorded in the appropriate records of the county in which the Real Property is located, and shall deliver the balance of the proceeds from the sale, after deducting all expenses thereof chargeable to Seller under this Agreement to Seller.

13. **Prorations and Closing Costs.**

a. ***Prorations.*** All prorations, adjustments and credits shall be made as of 11:59 p.m. of the day before the Closing Date, unless otherwise mutually agreed to by the parties in writing, as follows:

(i) The real estate taxes and assessments, both general and special, shall be prorated as of 11:59 p.m. of the day before the Closing Date. If the tax statements for the fiscal tax year during which escrow closes do not become available until after Closing, then the rates and assessed values of the previous year, with known changes, shall be used, and the parties shall re-prorate said taxes outside of escrow following Closing as soon as reasonably possible after such tax statements become available. Payments in connection with the final adjustment shall be due within 30 days of written notice. If the Real Property is not a separate tax parcel as of the Closing, then real estate taxes for such larger parcel of which the Real Property is a portion shall be apportioned as follows: (a) taxes for land shall be apportioned on a per square foot basis, and (b) all taxes for any improvements shall be excluded from the Real Property; and

(ii) Seller shall be responsible for and shall pay any utility charges (including, without limitation, water and sewer, gas, and electric) incurred at the Property through 11:59 p.m. of the day before the Closing Date. From and after the Closing Date, Purchaser shall be responsible for and shall pay all utility charges incurred at the Property. Seller shall also be entitled to, and may, following Closing, obtain any applicable refunds of security or other deposits with any utility companies. If final readings and billings cannot be obtained as of the Closing, the final bills, when received, shall be prorated based upon the number of days Seller owned the Property in such final billing period. Purchaser shall, at or prior to Closing, make any deposits required for utilities and other services of the Property.

b. ***Closing Costs.***

(i) Seller and Purchaser shall execute such returns, questionnaires, and other documents as shall be required with regard to all applicable Property Transaction taxes imposed by applicable federal, state, or local law or ordinance;

(ii) Seller shall pay the fees of any counsel representing Seller in connection with the Transaction, the costs of curing any title matters for which Seller is obligated to remove in accordance with this Agreement, including, without limitation, the recording costs of documents necessary to clear title at Closing;

(iii) Purchaser shall pay the fees of any counsel representing Purchaser in connection with the Transaction. Purchaser shall also pay all fees for the Title Commitment, base premium for the Title Policy and all endorsements thereto other than those Seller may be obligated to pay pursuant to Section 13b(ii) above, the cost of the Survey, the cost for preparing and recording the Deed and, in accordance with S.C. Code Ann. § 12-24-20(B), the cost of any transfer taxes or revenue stamps related to the conveyance of the Property;

(iv) Seller and Purchaser shall each pay fifty percent (50%) of any fee charged by the Escrow Agent; and

(v) All costs and expenses incident to the Transaction and the closing thereof, and not specifically described above, shall be paid by the party incurring same.

c. **Survival.** The provisions of this Section 13 shall survive the Closing and the delivery and filing for record of the Deed. Any corrected adjustment or proration shall be paid by wire transfer to the party entitled thereto.

14. **Notices.** Each notice to be given under this Agreement shall be in writing and delivered personally, by overnight delivery, by electronic mail, or by depositing it with the U.S. Postal Service or any official successor thereto, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party at its address set forth below. If given by personal delivery, notice shall be deemed given and received upon receipt at the appropriate address below. If given by overnight delivery, notice shall be deemed to have been given when deposited with a nationally recognized overnight courier, and received upon receipt at the address to which it is delivered. If given by mail, notice shall be deemed to have been given when deposited with the U.S. Postal Service and received within three (3) Business Days following such deposit in the U.S. Postal Service. Notice given by electronic mail in accordance herewith shall be deemed given and received upon the entrance of such electronic mail into the information processing system designated by the recipient's electronic mail address. Rejection or refusal by the addressee to accept delivery, or the inability to deliver any notice because of a change of address of the intended recipient without notice to the other, shall be deemed to be the receipt of the notice on the third day following the date postmarked with the U.S. Postal Service, or the following Business Day after deposited with the a nationally recognized overnight courier. Either party may change such addresses by written notice to the other designating the new address. Notice addresses are as follows:

If to Seller:

South Carolina State Ports Authority
200 Ports Authority Drive
Mount Pleasant, SC 29464
Attention: Phil Padgett
Telephone: (843) 577-8139
Email: ppadgett@scspa.com

With a copy to:

South Carolina State Ports Authority
200 Ports Authority Drive
Mount Pleasant, SC 29464
Attention: General Counsel
Telephone: (843) 577-8765
Email: rlowell@scspa.com

If to Purchaser:

Saxum Investment Company, LLC
359 Springfield Avenue, 2nd Floor
Summit, New Jersey 07901
Attention: Anthony M. Rinaldi
Telephone: _____
Email: arinaldi@saxumre.com

With a copy to:

Winstead PC
2728 Harwood Street, Suite 500
Dallas, Texas 75201
Attention: Jessica Straley
Telephone: (214) 745-5245
Email: jstraley@winstead.com

If to Escrow/Title Agent:

Royal Abstract National LLC
125 Park Avenue, Suite 1610
New York, New York 10017
Attention: William Sekerka, Esq.
Telephone: (212) 376-0900
Email: wsekerka@royalabstract.com

15. **Assignment and Succession.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors, administrators, executors, and assigns of the respective parties. Notwithstanding anything to the contrary contained in this Agreement, all rights under this Agreement may be assigned by Purchaser at any time prior to Closing to (i) any Affiliate of Purchaser, (ii) any Person that an Affiliate of Purchaser directly or indirectly has an ownership interests, or (iii) a Person that Purchaser or its Affiliate manages or advises, but no other assignment shall be effective without Seller's written approval and consent. Upon the assignment to any Affiliate and the written assumption by such Affiliate of all of the terms and conditions under this Agreement, Purchaser shall be released from any and all liabilities under this Agreement. The approval for any assignment not expressly permitted above shall not be unreasonably withheld or delayed, and shall be deemed approved if the party to whom a request for approval was made fails to respond within fifteen (15) days after the giving of notice of such request for assignment pursuant to Section 14 above.

16. **Default.**

a. If the Closing does not occur as provided in this Agreement by reason of Seller's failure to perform any of Seller's obligations under this Agreement or breach any of its representations or warranties under this Agreement in any material respect (and Seller's failure to perform was not caused by Purchaser's default under this Agreement) and Purchaser is otherwise ready, willing, and able to perform its obligations to be performed on the Closing Date, then, Purchaser, as Purchaser's sole remedy, shall be entitled to: (a) specific performance of this Agreement; (b) terminate this Agreement by written notice to Seller and the immediate return of the Earnest Money to Purchaser and payment from Seller for Purchaser's Out-of-Pocket Expenses; or (c) waive said failure or breach and proceed to Closing without any reduction in the Purchase Price provided, however, if as a result of Seller transferring the Property to another entity, Purchaser is unable to acquire the Property as contemplated by this Agreement in a suit for specific performance of this Agreement (including issuance of the Title Policy to Purchaser), then, Seller will be liable to Purchaser for Purchaser's actual damages.

b. In the event the Infrastructure (other than the Dominion Infrastructure, which will be provided by and is the responsibility of Dominion) (i) is not completed by the Seller fifteen (15) months after the Closing, subject to extensions for Force Majeure; (ii) the Buyer has fully constructed its Improvements and the Property is ready for operation for the Initial Use; and (iii) the Buyer has fully executed lease agreements for use of the Property, then the Seller is obligated to pay liquidated damages to Buyer in the actual amount of the total of (i) the monthly rent set forth in executed leases for the Initial Use, and (ii) the cost of actual pass-through costs and expenses set forth (e.g., taxes, CAM and utilities) in executed leases for the Initial Use (collectively, the rent and pass-throughs are referred to as "**Total Rent**"), not to exceed \$24,145.00 per day of delay (Such daily amount is calculated as follows: 395,100 s.f. of Initial Use buildings multiplied by \$22.00 p.s.f. Total Rent equals \$8,692,200.00 annual Total Rent, such sum divided by 12 months is \$724,350.00 monthly Total Rent, and such sum divided by 30 days is \$24,145.00 daily Total Rent). **SELLER AND PURCHASER ACKNOWLEDGE THAT PURCHASER'S DAMAGES WOULD BE DIFFICULT TO DETERMINE, AND THAT SUCH LIQUIDATED DAMAGES AMOUNT IS A REASONABLE ESTIMATE OF PURCHASER'S DAMAGES. SELLER AND PURCHASER FURTHER AGREE THAT THIS SECTION 16 IS INTENDED TO AND DOES LIQUIDATE THE AMOUNT OF DAMAGES DUE PURCHASER, AND SHALL BE PURCHASER'S EXCLUSIVE REMEDY AGAINST SELLER, BOTH AT LAW AND IN EQUITY, ARISING FROM OR RELATED TO A BREACH BY SELLER OF ITS OBLIGATIONS UNDER THIS AGREEMENT.**

c. If the Closing does not occur as provided in this Agreement by reason of Purchaser's failure to perform any of Purchaser's obligations under this Agreement or breach any of its representations or warranties under this Agreement in any material respect (and Purchaser's failure to perform was not caused by Seller's default under this Agreement), and Seller is otherwise ready, willing, and able to perform its obligations to be performed on the Closing Date, then Seller shall, as Seller's sole remedy, shall be to terminate this Agreement and retain the Earnest Money as stipulated, liquidated damages. **SELLER AND PURCHASER ACKNOWLEDGE THAT SELLER'S DAMAGES WOULD BE DIFFICULT TO DETERMINE, AND THAT SUCH LIQUIDATED DAMAGES AMOUNT IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES. SELLER AND PURCHASER FURTHER AGREE THAT THIS SECTION 16 IS INTENDED TO AND DOES LIQUIDATE THE AMOUNT OF DAMAGES DUE SELLER, AND SHALL BE SELLER'S EXCLUSIVE REMEDY AGAINST PURCHASER, BOTH AT LAW AND IN EQUITY, ARISING FROM OR RELATED TO A BREACH BY PURCHASER OF ITS OBLIGATIONS UNDER THIS AGREEMENT.**

17. **Escrow Agent.**

a. ***Appointment of Escrow Agent.*** Seller and Purchaser hereby appoint and designate Escrow Agent as escrow agent to fulfill the duties and obligations of the Escrow Agent as set forth by the express provisions of this Agreement, including without limitation, to hold and disburse the Earnest Money in accordance with its appointment as Escrow Agent, to hold and disburse the Judgment Lien Escrow, if applicable, in accordance with its appointment as Escrow Agent, receive the Purchase Price and deliverables from each party set forth in Section 12, and administer the Closing of this Transaction.

b. ***Disposition and Termination of the Earnest Money.*** The Earnest Money shall be held, applied or returned, as applicable, in accordance with the terms of this Agreement. If either party makes a written demand upon the Escrow Agent for payment or refund, as the case may be, of all or any portion of the Earnest Money, such party shall, simultaneously upon demand upon the Escrow Agent, give written notice of such demand upon the other party. If the Escrow Agent does not receive written objection from the non-demanding party to the proposed payment or refund, as the case may be, within five (5) business days after the receipt of such written demand, the Escrow Agent is hereby authorized and directed to make such payment or refund, as the case may be; *provided, however*, if the Escrow Agent receives a timely objection to said demand, then the Escrow Agent shall continue to hold the Earnest Money until such time as Escrow Agent receives written instructions to release the Earnest Money executed by both parties, or Escrow Agent shall act in accordance with Section 17e below. Notwithstanding the foregoing, in the event Escrow Agent receives a termination notice from Purchaser as described in Section 4 of this Agreement, then the Escrow Agent is authorized and directed to refund the undisbursed Earnest Money to Purchaser upon its demand without Seller's consent or the notice and five-business day waiting period requirement described above, and Seller shall have no right to object thereto. Escrow Agent shall not be liable for complying with applicable laws or the terms of this Agreement. The Escrow Agent shall be entitled to rely and act upon any written instrument received by it from Purchaser or Seller, and if an entity, purporting to be executed by an officer or member thereof, and shall not be required to inquire into the authority of such officer or member or the correctness of the facts stated in said instrument.

c. ***Disposition and Termination of the Judgment Lien Escrow.*** If required to be deposited, the Judgment Lien Escrow shall be held, applied or returned, as applicable, in accordance with the

terms of this Agreement. If either party makes a written demand upon the Escrow Agent for payment or refund, as the case may be, of the Judgment Lien Escrow, such party shall, simultaneously upon demand upon the Escrow Agent, give written notice of such demand upon the other party. If the Escrow Agent does not receive written objection from the non-demanding party to the proposed payment or refund, as the case may be, within five (5) business days after the receipt of such written demand, the Escrow Agent is hereby authorized and directed to make such payment or refund, as the case may be; *provided, however*, if the Escrow Agent receives a timely objection to said demand, then the Escrow Agent shall continue to hold the Judgment Lien Escrow until such time as Escrow Agent receives written instructions to release the Judgment Lien Escrow executed by both parties, or Escrow Agent shall act in accordance with Section 17c below. Notwithstanding the foregoing, the parties agree that Purchaser shall have the right to draw upon the Judgment Lien Escrow if necessary to prevent foreclosure of such judgment lien filed against the Property. Escrow Agent shall not be liable for complying with applicable laws or the terms of this Agreement. The Escrow Agent shall be entitled to rely and act upon any written instrument received by it from Purchaser or Seller, and if an entity, purporting to be executed by an officer or member thereof, and shall not be required to inquire into the authority of such officer or member or the correctness of the facts stated in said instrument.

d. ***Release and Termination.*** Upon the release and distribution of the Earnest Money in accordance with this Agreement, and subsequently the Judgment Lien Escrow, if applicable, the Escrow Agent's responsibilities and liabilities under this Escrow Agreement shall automatically terminate.

e. ***Disputes.*** If, at any time, there shall exist any dispute between Seller and Purchaser with respect to the holding or disposition of any portion of the Earnest Money, Judgment Lien Escrow, or any other obligations of Escrow Agent under this Agreement, or if at any time Escrow Agent is unable to determine, to Escrow Agent's sole satisfaction, the proper disposition of any portion of the Earnest Money, Judgment Lien Escrow, or Escrow Agent's proper actions with respect to its obligations under this Agreement, then Escrow Agent, in its sole discretion, may take either or both or the following actions: (i) suspend the performance of any of its obligations under this Agreement until such dispute or uncertainty shall be resolved to the sole and reasonable satisfaction of Escrow Agent; and/or (ii) petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction, for instructions with respect to such dispute or uncertainty, and pay into or deposit with such court all funds and Earnest Money and/or Judgment Lien Escrow held by it for holding and disposition in accordance with the instructions of such court. Escrow Agent shall have no liability to Seller, Purchaser, or any other person with respect to any such suspension of performance or disbursement to court, specifically including any liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of funds held by Escrow Agent or any delay in or with respect to any other action required or requested of Escrow Agent.

18. **Miscellaneous.**

a. ***Modification; Entire Agreement Expressed.*** No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by both parties. This constitutes the entire agreement between the parties. Neither party shall be bound by any terms, conditions, statements, or representatives, oral or written, not herein contained.

b. ***Modifications.*** This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify, or discharge this Agreement in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification, or discharge is sought.

- c. **Entire Agreement.** This Agreement, including the exhibits and schedules hereto, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.
- d. **Further Assurances.** Each party agrees to execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate the Transaction.
- e. **Counterparts.** This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.
- f. **Electronic Signatures.** In order to expedite the Transaction, electronic and/or digital signature technology (i.e., DocuSign) may be used in place of original signatures on this Agreement. Seller and Purchaser intend to be bound by the signatures on the electronic document, are aware that the other party will rely on the electronic and/or digital signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.
- g. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect; provided that the invalidity or unenforceability of such provision does not materially adversely affect the benefits accruing to any party hereunder.
- h. **Applicable Law.** To the maximum extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to any such laws that would permit the application of any other State's laws. Seller and Purchaser agree that the provisions of this Section 18h shall survive the Closing or any termination of this Agreement.
- i. **No Third Party Beneficiary.** The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.
- j. **Captions.** The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.
- k. **Construction.** The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.
- l. **Recordation.** This Agreement may not be recorded by any party without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. The provisions of this Section 18l shall survive the Closing or any termination of this Agreement.

m. **No Offer.** Seller's and Purchaser's delivery of unsigned copies of this Agreement is solely for the purpose of review by Seller and Purchaser, and neither the delivery nor any prior communications between the parties, whether oral or written, shall in any way be construed as an offer by Seller and Purchaser, nor in any way imply that Seller and Purchaser is under any obligation to enter the Transaction which is the subject of this Agreement.

n. **Waiver of Trial by Jury.** TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

o. **No Implied Waivers.** No failure or delay of either party in the exercise of any right or remedy given to such party hereunder or the waiver by any party of any condition under this Agreement for its benefit (unless the time specified in this Agreement for exercise of such right or remedy has expired) shall constitute a waiver of any other or further right or remedy nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or any other right or remedy. No waiver by either party of any breach under this Agreement or failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent breach, failure or refusal to so comply.

p. **Broker.** Seller represents and warrants to Purchaser, and Purchaser represents and warrants to Seller, that no broker or finder has been engaged by it, respectively, in connection with the Agreement.

q. **[Intentionally Omitted.]**

r. **Time is of the Essence.** Time is of the essence with respect to the performance of all obligations provided herein and the consummation of all transactions contemplated hereby.

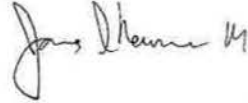
s. **Confidentiality.** Except as otherwise permitted in this Section 18s, Seller and Purchaser will each maintain the confidentiality of the terms of (i) this Agreement, (ii) the transaction contemplated hereby, and (iii) all transaction-related documents, except that either party may disclose this Agreement to (1) its attorneys, lenders, investors, consultants, or advisors, (2) any Governmental Authority having jurisdiction over the Property, and (3) to any person or Governmental Authority if disclosure is required by law or by regulatory or judicial process. Seller agrees that it shall not (x) solicit or entertain bids, (y) enter into any negotiation or discussion, or (z) enter into any agreement regarding the sale or lease of the Real Property at any time during which this Agreement is in effect.

[Remainder of Page Left Intentionally Blank; Signature Page(s) to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SELLER:

SOUTH CAROLINA STATE PORTS AUTHORITY



By: _____
James I. Newsome, III
Chief Executive Officer

PURCHASER:

SAXUM INVESTMENT COMPANY, LLC

By: _____
Name: _____
Its: _____

Attached Exhibits:

Exhibit A: Map and Site Plan
Exhibit b: Construction Infrastructure Specifications

JOINDER OF ESCROW AGENT:

Escrow Agent executes this Agreement in order to confirm that Escrow Agent has received the Initial Earnest Money and to acknowledge the escrow provisions in this Agreement, including that Escrow Agent shall fulfill the duties and obligations of the Escrow Agent as set forth by the express provisions of this Agreement. Escrow Agent's signature is not required to create a binding and bilateral (between Seller and Purchaser) agreement nor to amend this Agreement.

ROYAL ABSTRACT NATIONAL LLC

By: _____
Name: _____
Date: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

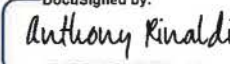
SELLER:

SOUTH CAROLINA STATE PORTS AUTHORITY

By: _____
James I. Newsome, III
Chief Executive Officer

PURCHASER:

SAXUM INVESTMENT COMPANY, LLC

DocuSigned by:

By: _____
Name: Anthony Rinaldi
Its: Managing Principal

Attached Exhibits:

Exhibit A: Map and Site Plan
Exhibit b: Construction Infrastructure Specifications

JOINDER OF ESCROW AGENT:

Escrow Agent executes this Agreement in order to confirm that Escrow Agent has received the Initial Earnest Money and to acknowledge the escrow provisions in this Agreement, including that Escrow Agent shall fulfill the duties and obligations of the Escrow Agent as set forth by the express provisions of this Agreement. Escrow Agent's signature is not required to create a binding and bilateral (between Seller and Purchaser) agreement nor to amend this Agreement.

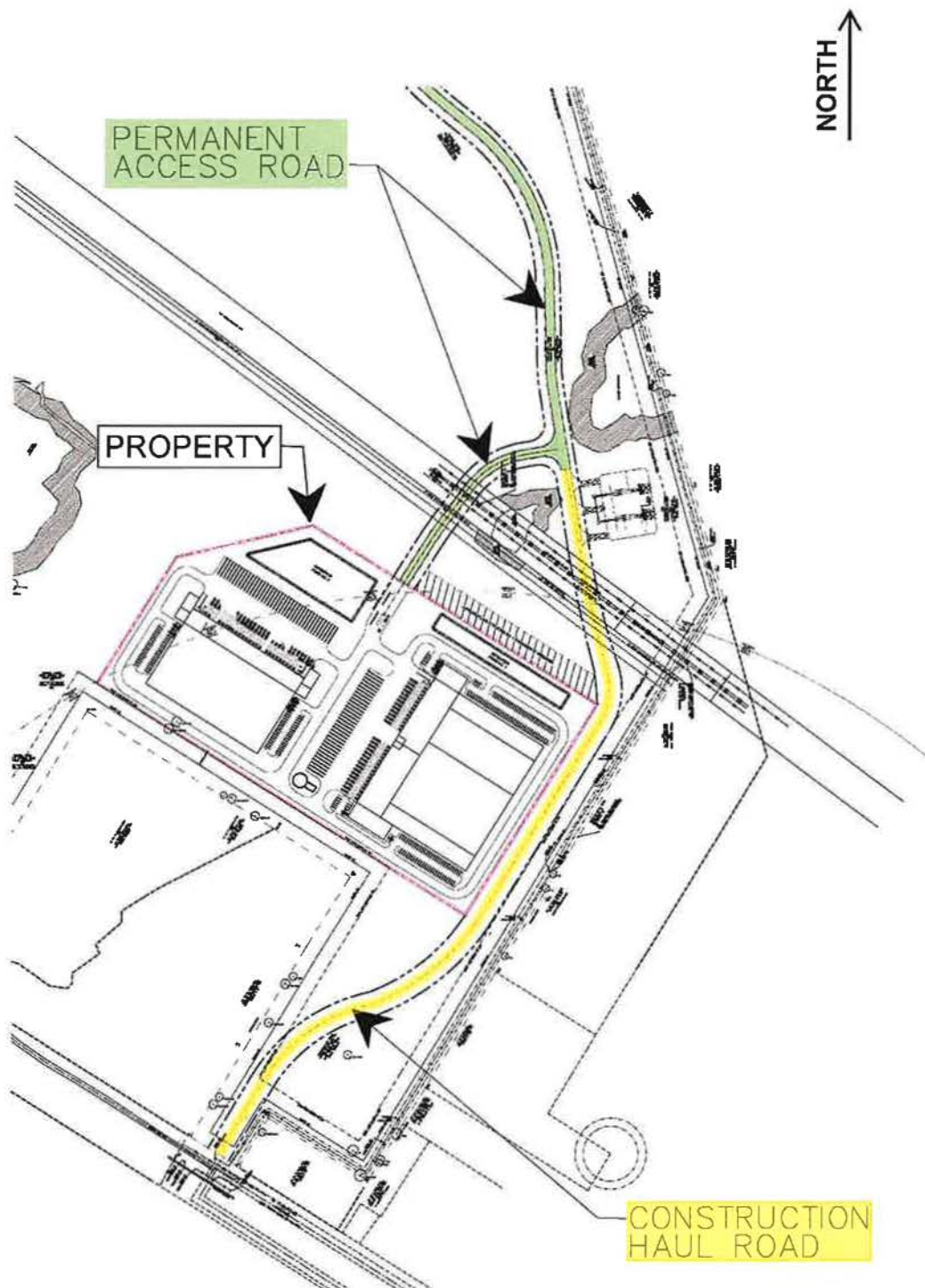
ROYAL ABSTRACT NATIONAL LLC

By: _____
Name: _____
Date: _____

Exhibit A

Map and Site Plan

[see following pages]



COLD STORAGE FACILITY SITE PLAN

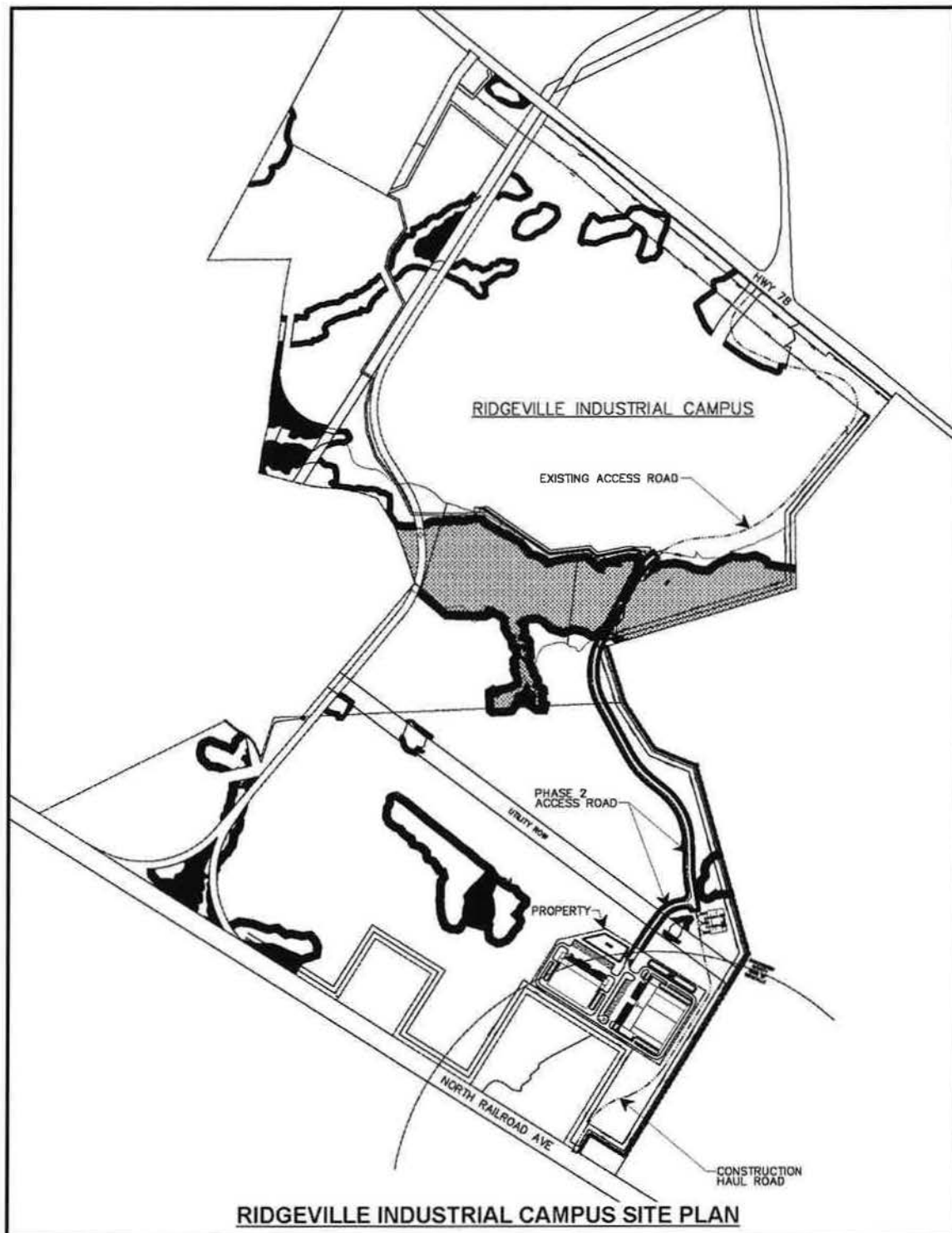
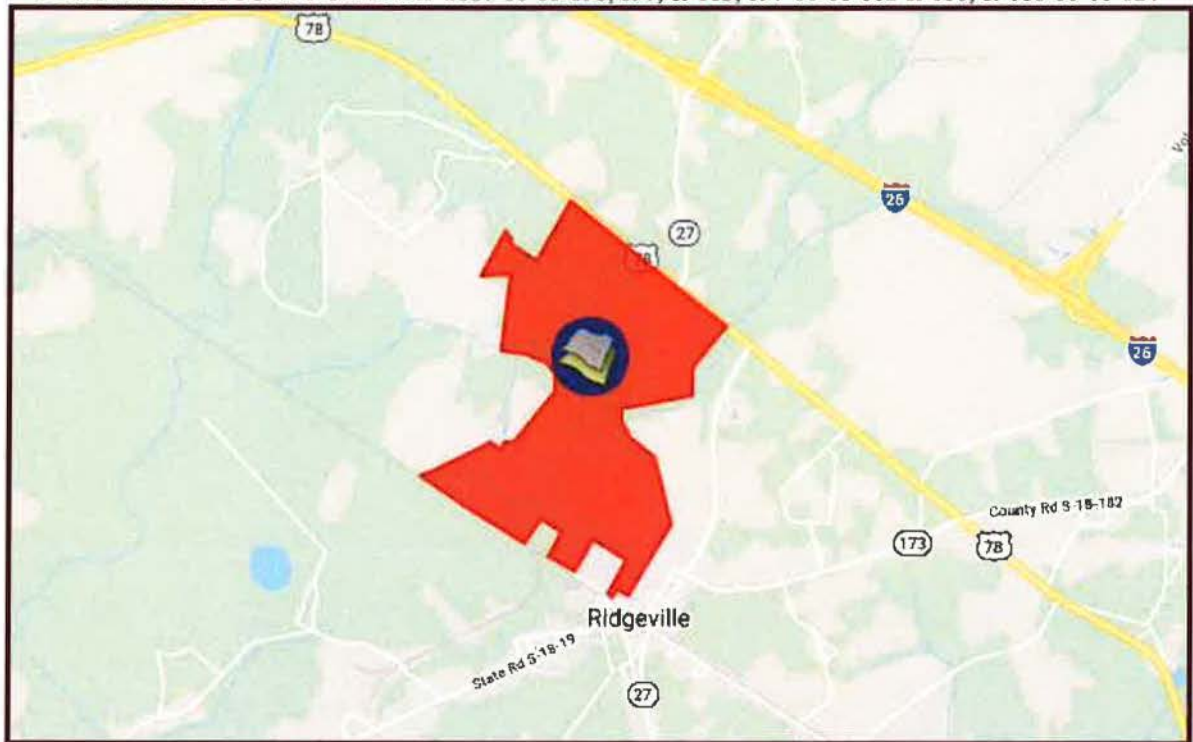


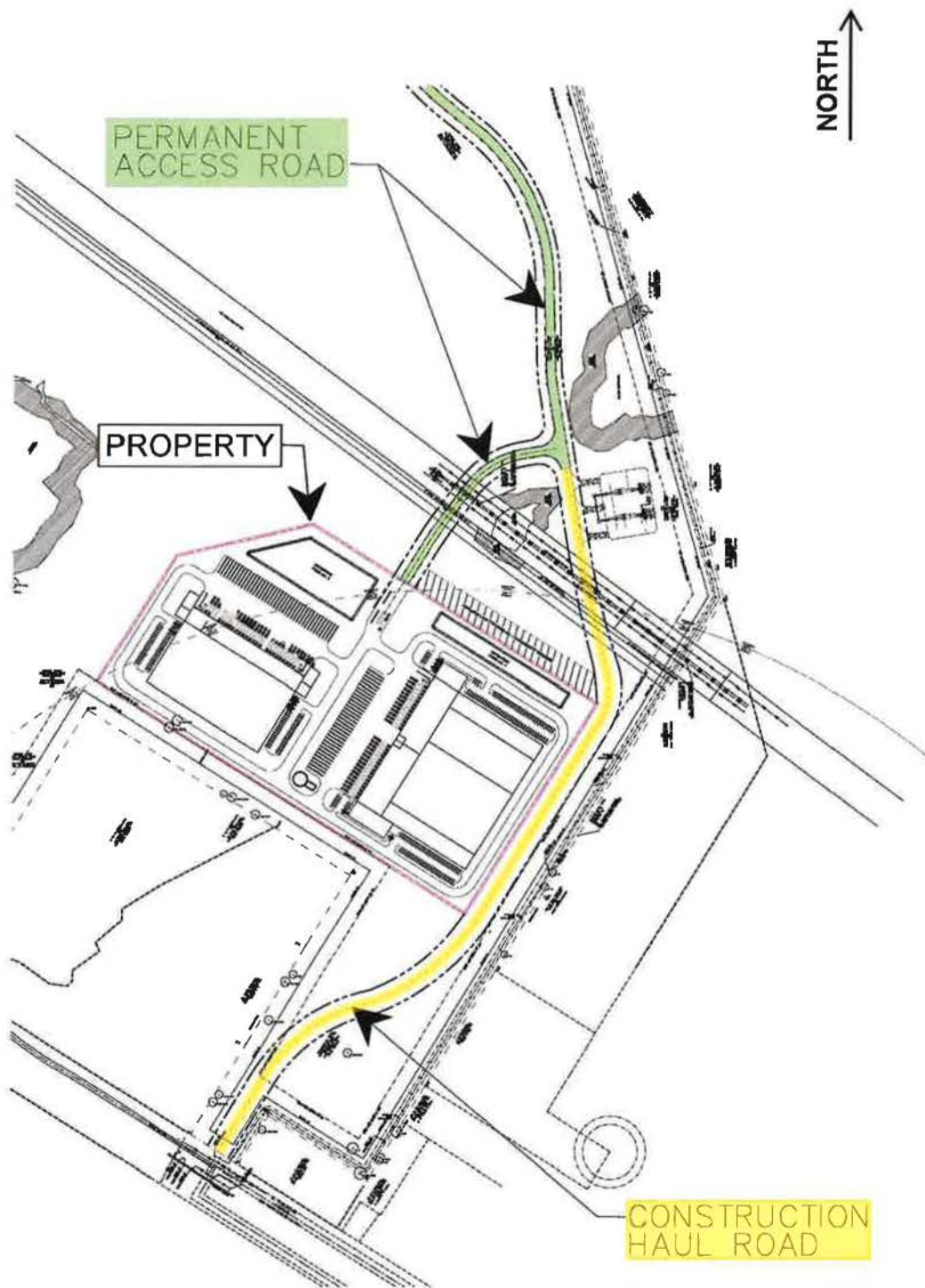
Exhibit B

Construction Infrastructure Specifications

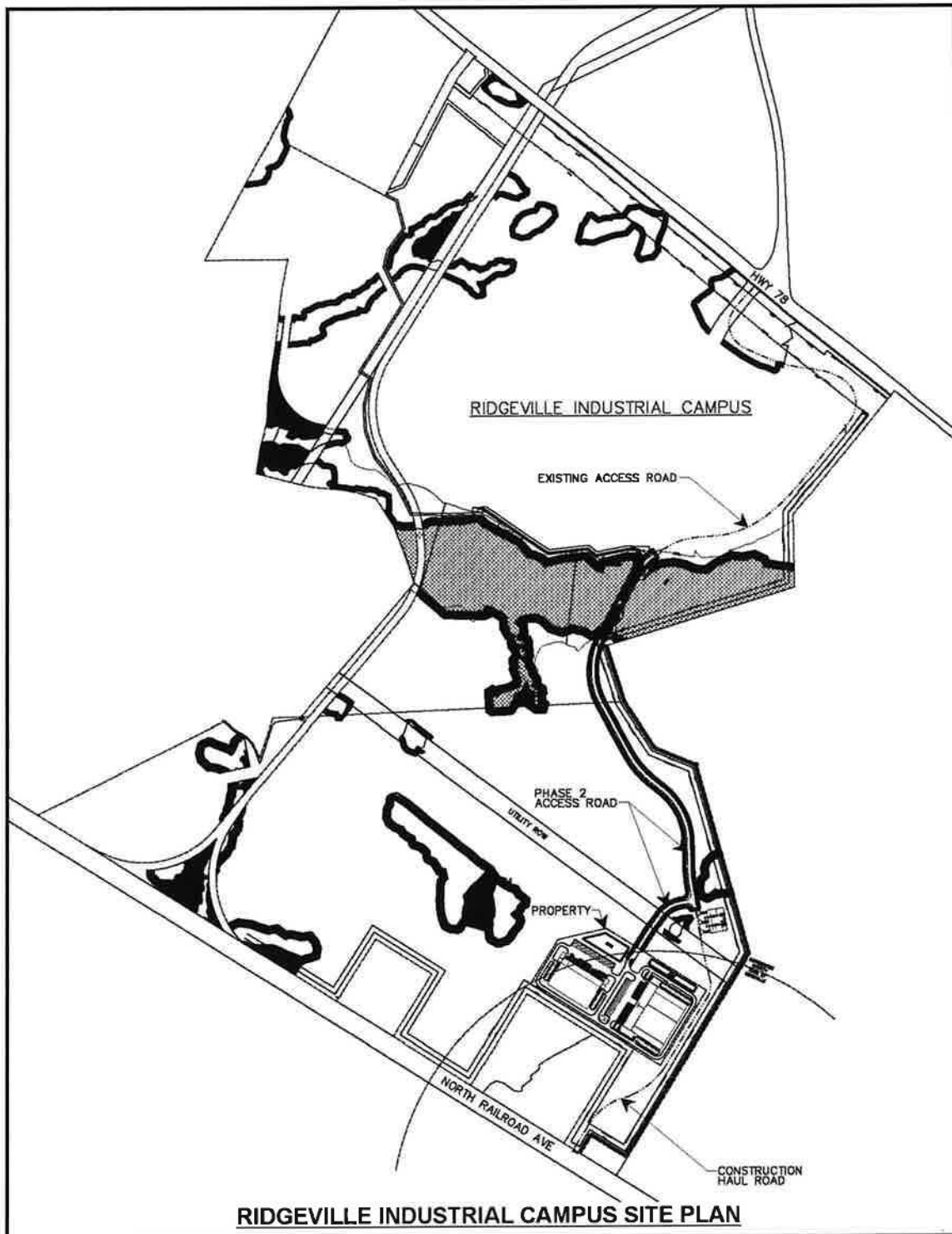
1. Temporary (construction) water: 2-inch water line from a flush hydrant
2. Temporary (construction) electricity per building: 2000 kw, 3 phase, 60 cycles
3. Construction Haul Road: Must be constructed to support and withstand the movement of trucks used in the construction of, and potential operation of, the Initial Use, including without limitation, concrete mixer trucks, and 53' wide load tractor trailers hauling construction equipment, including cranes and steel used in construction, with minimal deterioration. Must have access from North Railroad Avenue. The final design of the Construction Haul Road shall be approved by Purchaser.

DORCHESTER COUNTY TAX MAP #087-00-00-096, 097, & 113, 097-00-00-002 & 010, & 086-00-00-024





COLD STORAGE FACILITY SITE PLAN



SOUTH CAROLINA CODE OF LAWS

TITLE 54 - PORTS AND MARITIME MATTERS

CHAPTER 3.

SOUTH CAROLINA STATE PORTS AUTHORITY

SECTION 54-3-155. Sale of real property, building, terminals, or other permanent structures.

Without prior approval from the State Fiscal Accountability Authority or the Department of Administration, as applicable, the authority may not sell any real property or any buildings, terminals, or other permanent structures, excluding equipment, appurtenant to real property that are or may be used to carry out the purposes of the authority as provided in Section 54-3-130.

HISTORY: 2009 Act No. 73, Section 8, eff June 16, 2009.

Code Commissioner's Note

At the direction of the Code Commissioner, references in this section to the offices of the former State Budget and Control Board, Office of the Governor, or other agencies, were changed to reflect the transfer of them to the Department of Administration or other entities, pursuant to the directive of the South Carolina Restructuring Act, 2014 Act No. 121, Section 5(D)(1), effective July 1, 2015.

SOUTH CAROLINA CODE OF LAWS

SECTION 1-11-65. Approval and recordation of real property transactions involving governmental bodies.

(A) All transactions involving real property, made for or by any governmental bodies, excluding political subdivisions of the State, must be approved by and recorded with the Department of Administration for transactions of one million dollars or less. For transactions of more than one million dollars, approval of the State Fiscal Accountability Authority is required in lieu of the department, although the recording will be with the department. Upon approval of the transaction, there must be recorded simultaneously with the deed, a certificate of acceptance, which acknowledges the department's and authority's approval of the transaction as required. The county recording authority cannot accept for recording any deed not accompanied by a certificate of acceptance. The department and authority may exempt a governmental body from the provisions of this subsection.

(B) All state agencies, departments, and institutions authorized by law to accept gifts of tangible personal property shall have executed by its governing body an acknowledgment of acceptance prior to transfer of the tangible personal property to the agency, department, or institution.

HISTORY: 1985 Act No. 201, Part II, Section 5; 1989 Act No. 26, Section 1; 1997 Act No. 153, Section 2; 2014 Act No. 121 (S.22), Pt V, Section 7.C, eff July 1, 2015.

Editor's Note

Except for designation of the paragraphs, this section and former Section 1-11-57 were identical. For consistency, Section 1-11-57 is treated as an amendment to this section.

Effect of Amendment

2014 Act No. 121, Section 7.C, rewrote subsection (A).

South Carolina General Assembly

124th Session, 2021-2022

H. 4100

General Appropriations Bill for fiscal year 2021-2022

As Ratified by the General Assembly

PART IB

OPERATION OF STATE GOVERNMENT

SECTION 93 – D500-DEPARTMENT OF ADMINISTRATION

93.8. (DOA: Sale of Surplus Real Property) Up to fifty percent of the proceeds, net of selling expenses, from the sale of surplus real properties shall be retained by the Department of Administration and used for the deferred maintenance of state-owned buildings. The remaining fifty percent of the net proceeds shall be returned to the agency that the property is owned by, under the control of, or assigned to and shall be used by that agency for nonrecurring purposes. This provision applies to all state agencies and departments except: institutions of higher learning; the Public Service Authority; the Ports Authority; the MUSC Hospital Authority; the Myrtle Beach Air Force Redevelopment Authority; the Department of Transportation; the Columbia State Farmers Market; the Department of Agriculture's Columbia Metrology Lab building and property; the Charleston Naval Complex Redevelopment Authority; the Department of Commerce's Division of Public Railways; the Midlands Technical College Enterprise Campus Authority; the Trident Technical College Enterprise Campus Authority; the Commissioners residence at the Department of Corrections and the Educational Television Commission's Key Road property.

The Educational Television Commission shall be authorized to retain the net proceeds from the sale of its property on Key Road, and such proceeds may be used for the renovation of the ETV Telecommunications Center and other maintenance and operating expenses. If it is determined that sufficient net proceeds are not to be derived from the sale of its property on Key Road to cover the cost of all renovations of the Telecommunications Center, the property on Key Road shall not be sold. Any proposed sale hereunder shall, prior to said sale, be submitted to the Department of Administration for approval as being in compliance with the requirements of this subsection.

The Department of Corrections shall be authorized to retain the net proceeds from the sale of the residence provided for the Commissioner of the Department of Corrections and use such proceeds for deferred maintenance needs at the Department of Corrections.

The Forestry Commission shall be authorized to retain the net proceeds from the sale of surplus land for use in firefighting operations and replacement of firefighting equipment.

The Department of Natural Resources shall be authorized to retain the net proceeds from the sale of existing offices originally purchased with a federal grant or with restricted revenue from hunting and fishing license sales for the improvement, consolidation, and/or establishment of regional offices and related facilities.

The Department of Agriculture, the Educational Television Commission, the Department of Corrections, the Department of Natural Resources, and the Forestry Commission shall annually submit a report, within sixty days after the close of the fiscal year, to the Senate Finance Committee and the House Ways and Means Committee on the status of the sale of the identified property and a detailed accounting on the expenditure of funds resulting from such sale.

This provision is comprehensive and supersedes any conflicting provisions concerning disposition of state-owned real property whether in permanent law, temporary law or by provision elsewhere in this act.

Any unused portion of these funds may be carried forward into succeeding fiscal years and used for the same purposes.

EXHIBIT B

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "**Agreement**") is entered as of the 28th day of January, 2022 (the "**Effective Date**"), by and between the **SOUTH CAROLINA STATE PORTS AUTHORITY**, and instrumentality of the State of South Carolina created by 1942 Act No. 626 of the South Carolina General Assembly (the "**Seller**" or "**SCPA**") and **SAXUM INVESTMENT COMPANY, LLC**, a Delaware limited liability company (the "**Purchaser**").

Royal Abstract National LLC ("**Escrow Agent**") is a party to this Agreement for the limited purposes set forth in this Agreement.

RECITALS

A. SCPA is developing an industrial commerce park on approximately one thousand (1,000) acres located in Dorchester County, South Carolina, known as the Ridgeville Industrial Campus ("**Ridgeville Industrial Campus**");

B. SCPA desires to sell and Purchaser desires to purchase an approximately 30-acre portion of the Ridgeville Industrial Campus as shown and more generally depicted in **Exhibit A** attached to and made a part this Agreement (such real property, together with all and singular the rights, members, hereditaments, and appurtenances to said premises belonging or in any wise incident or appertaining to the foregoing, being referred to as the "**Real Property**");

C. Purchaser intends to initially construct and develop two (2) buildings, totaling a minimum of 395,100 square feet in the aggregate, on the Real Property for the use by the majority of the square footage of the buildings for temperature controlled storage with related ancillary uses (collectively, the buildings and the initial use of the buildings is the "**Initial Use**");

D. After deliberation between SCPA and Purchaser, both parties desire to enter into this Agreement for the purpose of setting forth and memorializing for the parties the understandings and agreements of the parties concerning the sale and transfer of the Property to the Purchaser to initially be used solely for the Initial Use (the "**Transaction**").

NOW, THEREFORE, in consideration of the mutual terms, provisions, covenants, and agreements set forth in this Agreement, as well as the sums to be paid by Purchaser to Seller, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Purchaser and Seller agree as follows:

1. **Definitions.** The following terms, when used with initial capital letters, shall have the following respective meanings:

- a. "**Additional Earnest Money**" has the meaning set forth in Section 3b.
- b. "**Affiliate**" of any Person (as defined in this Agreement) means any other Person controlling, controlled by, or under common control with such first Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, membership, or otherwise.
- c. "**Agreement**" means this Purchase and Sale Agreement, including all attached exhibits and schedules, which are incorporated by reference, and as may be amended from time-to-time in accordance with its terms.

- d. ***“Anticipated Approval Date”*** has the meaning set forth in Section 6.
- e. ***“Anticipated Closing Date”*** has the meaning set forth in Section 12a.
- f. ***“Business Day”*** means a day other than a Saturday, Sunday, or other day on which commercial banks are authorized or required to close under the laws of the United States. If any “day” or date for performance or delivery falls on a day which is not a “Business Day”, then such day or date for performance or delivery will automatically be extended to the next Business Day.
- g. ***“Claim”*** means any third party claim, action, suit, proceeding, hearing, investigation, litigation, charge, complaint, counterclaims, set-offs, third party indemnitees or defenses, or demand, including, without limitation, “claim” as defined in 11 U.S.C. § 101(5), as same may be amended from time to time.
- h. ***“Closing”*** has the meaning set forth in Section 3b.
- i. ***“Closing Date”*** has the meaning set forth in Section 12a.
- j. ***“Contractor Benchmarks”*** has the meaning set forth in Section 6j.
- k. ***“Contactor Penalties”*** has the meaning set forth in Section 6j.
- l. ***“Construction Haul Road”*** has the meaning set forth in Section 7c(i).
- m. ***“Construction Infrastructure Specifications”*** has the meaning set forth in Section 7c(i).
- n. ***“Deed”*** has the meaning set forth in Section 12b.
- o. ***“Development Agreement”*** has the meaning set forth in Section 10a.
- p. ***“Due Diligence Period”*** has the meaning set forth in Section 4a.
- q. ***“Earnest Money”*** has the meaning set forth in Section 3b.
- r. ***“Effective Date”*** has the meaning set forth in the preamble.
- s. ***“Escrow Agent”*** has the meaning set forth in the preamble.
- t. ***“Excluded Matters”*** has the meaning set forth in Section 9.
- u. ***“Force Majeure”*** has the meaning set forth in Section 10b.
- v. ***“Governing Documents”*** has the meaning set forth in Section 10a.
- w. ***“Governmental Authority”*** means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

- x. **"Improvements"** means all of the buildings, structures, fixtures, pipes, lines, and other improvements located on the Real Property, all component parts and salvage value thereof, and all appurtenances and accessions connected or related thereto, including non-merchantable items of equipment or machinery therein), if any.
- y. **"Incentives"** has the meaning set forth in Section 5d.
- z. **"Incentives Period"** has the meaning set forth in Section 5d.
- aa. **"Incentives Termination Notice"** has the meaning set forth in Section 5d.
- bb. **"Initial Earnest Money"** has the meaning set forth in Section 3b.
- cc. **"Infrastructure"** has the meaning set forth in Section 4c.
- dd. **"Infrastructure Completion"** has the meaning set forth in Section 7c.
- ee. **"Infrastructure Completion Date"** has the meaning set forth in Section 7c.
- ff. **"Infrastructure Plans"** has the meaning set forth in Section 4c.
- gg. **"Initial Use"** has the meaning set forth in the Recitals.
- hh. **"Permitted Exceptions"** has the meaning set forth in Section 5c.
- ii. **"Person"** means an individual, a partnership, a corporation, an association, a limited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization, a Governmental Authority and any other entity.
- jj. **"Plat"** has the meaning set forth in Section 6f.
- kk. **"Preliminary Plans"** has the meaning set forth in Section 4c.
- ll. **"Property"** has the meaning set forth in Section 2.
- mm. **"Purchase Price"** has the meaning set forth in Section 3a.
- nn. **"Purchaser"** has the meaning set forth in the preamble.
- oo. **"Purchaser's Agents"** has the meaning set forth in Section 4a.
- pp. **"Purchaser's Conditions Precedent"** has the meaning set forth in Section 6.
- qq. **"Real Property"** has the meaning set forth in the Recitals.
- rr. **"Records and Documents"** has the meaning set forth in Section 4a.
- ss. **"Recovery Plan"** has the meaning set forth in Section 7c.
- tt. **"Ridgeville Industrial Campus"** has the meaning set forth in the Recitals.

- uu. “**Site Plan**” has the meaning set forth in Section 4c.
- vv. “**Seller**” has the meaning set forth in the preamble.
- ww. “**Seller’s Agents**” has the meaning set forth in Section 4a.
- xx. “**Seller’s Title Response**” has the meaning set forth in Section 5b.
- yy. “**SFAA Approval**” has the meaning set forth in Section 6.
- zz. “**SFAA Deadline Date**” has the meaning set forth in Section 6.
- aaa. “**Site Plan Approval**” has the meaning set forth in Section 6e.
- bbb. “**Survey**” has the meaning set forth in Section 5a.
- ccc. “**Taking**” has the meaning set forth in Section 11.
- ddd. “**Title Commitment**” has the meaning set forth in Section 5a.
- eee. “**Title Company**” has the meaning set forth in Section 6a.
- fff. “**Title Notice**” has the meaning set forth in Section 5b.
- ggg. “**Title Objection Notice**” has the meaning set forth in Section 5b.
- hhh. “**Title Policy**” has the meaning set forth in Section 6a.
- iii. “**Transaction**” has the meaning set forth in the Recitals.
- jjj. “**Transferable Permits**” has the meaning set forth in Section 2c.
- kkk. “**Wetlands Covenants**” has the meaning set forth in Section 10a.
- lll. “**Wetlands Permit**” has the meaning set forth in Section 10a.

2. **Purchase and Sale.** Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, the following described property (collectively referred to in this Agreement as the “**Property**”):

- a. the Real Property;
- b. all Improvements, if any, located on the Real Property; and
- c. all assignable permits, licenses, approvals, and authorizations issued by any Governmental Authority in connection with the Real Property, and any development rights and utility capacity (the “**Transferrable Permits**”).

3. **Purchase Price; Earnest Money.**

a. ***Purchase Price and Payment.*** The purchase price for the Property shall be based upon a calculation of One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00) per acre for the approximately 30 acres (the "***Purchase Price***"), to be paid in all cash, in immediately available funds. If the Real Property is more or less than 30 acres as determined based upon the land area set forth in the final Survey, then the Purchase Price shall be adjusted based upon the surveyed land area. At the Closing, Purchaser shall pay to Seller the Purchase Price less the Earnest Money and such costs as are Purchaser's responsibility pursuant to this Agreement and subject to such adjustments and prorations provided in this Agreement. All amounts due under this Agreement shall be paid in United States currency by bank wire transfer to an account designated by Seller.

b. ***Earnest Money.*** Within three (3) Business Days after the Effective Date, Purchaser shall deposit with Escrow Agent the amount of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) (the "***Initial Earnest Money***") by wire transfer to an account designated by Escrow Agent. The Initial Earnest Money shall be fully refundable during the Due Diligence Period. Should Purchaser elect to proceed to Closing, within one (1) Business Day after expiration of the Due Diligence Period, Purchaser shall deposit with Escrow Agent the additional amount of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) (the "***Additional Earnest Money***") and, together with the Initial Earnest Money, the "***Earnest Money***") by wire transfer to an account designated by Escrow Agent. Failure to timely deposit the Additional Earnest Money shall be a default under this Agreement. Upon expiration of the Due Diligence Period, the Earnest Money shall be deemed non-refundable to Purchaser, except in the event of a Seller default, or as otherwise provided in this Agreement. Unless earlier disbursed, the Earnest Money shall be disbursed to Seller and credited against the Purchase Price at the closing of the purchase and sale of the Property (the "***Closing***") as described in this Agreement.

4. **Due Diligence Period.**

a. ***Due Diligence Period.*** During the period commencing on the Effective Date and ending on the date which is the later of (i) ninety (90) days after the Effective Date and (ii) the full execution of the Dominion Agreement (defined below) provided Purchaser is negotiating in good faith (the "***Due Diligence Period***"), the Purchaser and its agents, engineers, consultants, representatives, contractors, and employees (collectively "***Purchaser's Agents***") shall have the right to (i) enter the Ridgeville Industrial Campus and enter upon the Real Property during reasonable business hours for the purpose of performing inspections, examinations, investigations and tests of same, including without limitation, relating to the environmental and/or soil condition of the Real Property, surveys, inventories, reviews, audits, and other investigations whatsoever as Purchaser deems necessary or desirable, including without limitation, environmental and geotechnical testing and review of any and all records, reports, and other documentation regarding the Property; (ii) examine all: (A) engineering and other studies in the possession or control of Seller or any of Seller's engineers, consultants, representatives, and employees (collectively "***Seller's Agents***"), and (B) surveys, engineering reports, plans, and specifications, title insurance policies, site plans, geological data, environmental reports, and site assessments and such other similar documents within the possession and control of Seller or any of Seller's Agents (the "***Records and Documents***"); (iii) make investigations with regard to zoning, building code, and other legal requirements, including discussions with all Governmental Authorities with jurisdiction over the Property or the Initial Use; and (iv) perform such other inspections and examinations upon the Real Property as Purchaser may desire. All such investigations shall in no event include a Phase 2 environmental study without Seller's advance consent, which consent shall not be unreasonably

withheld or conditioned if Purchaser's Phase 1 indicates the need for a Phase 2 environmental study. Purchaser shall notify Seller in accordance with Section 14 prior to performing tests invasive to any native material, such as soil, groundwater, or any residue and the Purchaser shall share, at the request of Seller, the results of such tests; provided, however, the results of such tests shall be delivered to Seller without any liability to Purchaser and without representation or warranty from Purchaser as to the completeness or accuracy of the tests or any other matter relating thereto. Such inspections or reports shall be procured by Purchaser at Purchaser's sole cost and expense. Seller shall provide Purchaser, within five (5) days of the Effective Date, with all Records and Documents related to the Property.

b. ***Entry Upon Property; Insurance.*** Any entry by Purchaser and Purchaser's Agents upon the Real Property shall be in compliance with all permits, codes, regulations, rules, laws, statutes, and other requirements of any Governmental Authority having jurisdiction over the Real Property, as well as the requirements of any private covenants, restrictions, and easements of record of which Seller has made Purchaser aware, and shall not in any material way, unreasonably interfere with, or unreasonably disturb, the operation of the Ridgeville Industrial Campus or any occupants of the Ridgeville Industrial Campus. Purchaser shall maintain, with insurance companies licensed to do business in the State of South Carolina, a policy of commercial general public liability insurance, with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage, insuring Seller as an additional insured (certificates of which shall be given to Seller prior to the first entry by Purchaser or Purchaser's Agents on the Real Property), all of which insurance shall be written on an "occurrence form." Purchaser shall cause all persons or entities furnishing materials or services in connection with the rights granted in this Section 4 to be paid promptly and Purchaser shall not allow the filing of any mechanic's liens against the Real Property in connection with the inspection rights permitted under this Agreement. Purchaser agrees to indemnify, defend, and hold Seller harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, Seller's reasonable attorneys' fees, court costs, and disbursements but excluding consequential and indirect damages) incurred by Seller arising from or by reason of Purchaser's and/or Purchaser's Agents' access to or inspections of, the Property, except to the extent such losses, costs, damages, liens, claims, liabilities, or expenses are caused by or resulting from Seller's gross negligence or willful misconduct. The provisions of this Section 4b shall survive the Closing or earlier termination of this Agreement.

c. ***Infrastructure Plans.*** During the Due Diligence Period, Seller and Purchaser shall work together in good faith to develop plans and specifications for necessary infrastructure for the Property, including without limitation, all required or desired access roads, permanent utilities (including water, wastewater, electric, gas and telecom), and any necessary off-site easements necessary for storm water drainage, access, and utilities (collectively, "***Infrastructure***"). The permanent access road to the Property shall be in the location shown on the site plan attached as **Exhibit A** and made a part this Agreement ("***Site Plan***"). Seller shall be responsible to develop preliminary plans for the Infrastructure and submit, within forty-five (45) days of the Effective Date, such preliminary plans to Purchaser ("***Preliminary Plans***"). The Preliminary Plans shall incorporate all requirements and obligations contained in the Governing Documents. Purchaser shall either approve, or comment to, the Preliminary Plans within ten (10) days of receipt. Seller and Purchaser shall diligently work toward a mutually agreed upon set of plans for the Infrastructure ("***Infrastructure Plans***") prior to the expiration of the Due Diligence Period. Thereafter, Purchaser shall have the right to approve any material changes to the Infrastructure Plans.

d. **Electric/Gas Service and Infrastructure.** During the Due Diligence Period, Seller and Purchaser shall work together in good faith for Purchaser to reach an agreement with Dominion Energy ("**Dominion**") acceptable to both parties with respect to the electric and gas service at the site ("**Dominion Agreement**"), which shall include: (i) the specific service Dominion will provide to the Property; (ii) the rates for and incentives associated with such service; (iii) the timing to install and complete all infrastructure associated with providing such service (the "**Dominion Infrastructure**"); and (iv) penalties and remedies for failure to timely complete the Dominion Infrastructure.

e. **Termination.** If, for any reason whatsoever Purchaser determines, in Purchaser's sole and absolute discretion, that the Property or any aspect thereof is unsuitable for Purchaser's acquisition, development, and/or the Initial Use, Purchaser shall have the right to terminate this Agreement by giving written notice thereof to Seller prior to the expiration of the Due Diligence Period, and if Purchaser delivers such written notice of termination within the Due Diligence Period, this Agreement shall terminate. If this Agreement is terminated pursuant to the foregoing provisions of this Section 4e, then Purchaser shall be entitled to a return of the Initial Earnest Money and the parties shall have no further rights or obligations under this Agreement, except for those rights and obligations expressly stated to survive the termination of this Agreement. If Purchaser fails to give Seller a written notice of termination prior to the expiration of the Due Diligence Period, Purchaser's right to terminate this Agreement pursuant to the provisions of this Section 4e shall be deemed to have been waived and Purchaser shall be deemed to have elected to proceed with the acquisition of the Property pursuant to the terms of this Agreement. In the event Purchaser terminates this Agreement during the Due Diligence Period in accordance with this Section 4e, Purchaser shall promptly (i) provide to Seller copies of all final, or final draft, reports and studies prepared by third parties on behalf of Purchaser in connection with the Real Property pertaining to title, land surveys, engineering tests and studies, and environmental assessments, excluding any proprietary information, any information subject to confidentiality restrictions, any internal studies, reports and assessments prepared by any of Buyer's employees, attorneys or accountants, or plans and specifications for Purchaser's improvements ("**Reports**"); and (2) re-deliver to Seller or destroy all of the Records and Documents and other materials delivered to Purchaser by Seller in connection with the Property and its review thereof (provided that such requirement shall not apply with respect to any information which is a matter of public record). The Reports shall be delivered to Seller without any liability to Purchaser and without representation or warranty from Purchaser as to the completeness or accuracy of the Reports or any other matter relating thereto.

5. **Title and Survey.**

a. **Review of Title and Survey.** Purchaser shall have the opportunity to obtain a title commitment from Purchaser's Title Company ("**Title Commitment**") for the Real Property, including all exception documents, which shall be obtained by Purchaser promptly after the Effective Date (with a copy of the Title Commitment to be promptly furnished to Seller). Purchaser, at Purchaser's sole cost and expense, may obtain a survey of the Real Property made on the ground by a competent registered surveyor hired by Purchaser (with all updates requested by, and approved by, Purchaser, the "**Survey**"), which Survey will create two (2) parcels for the Real Property for purposes of the Plat. Promptly upon receipt of the initial draft of the Survey by both Seller and Purchaser, but in any event prior to expiration of the Due Diligence Period, Seller and Purchaser shall agree upon the exact legal descriptions of the Real Property to be conveyed to Purchaser, **Exhibit A** shall be amended to reflect the final agreement of the parties, and such legal descriptions shall be the insured estate in the Title Policy and utilized for the Plat. If Seller and Purchaser cannot agree upon an exact legal description(s) of the Real Property within fifteen (15) days following

receipt of the initial draft of the Survey by both Seller and Purchaser despite diligent, good faith efforts to do so, Seller or Purchaser shall have the right to terminate this Agreement by delivering written notice to the other party prior to Closing. If this Agreement is terminated pursuant to the foregoing sentence, then Purchaser shall be entitled to a return of the Earnest Money and the parties shall have no further rights or obligations under this Agreement, except for those rights and obligations expressly stated to survive the termination of this Agreement.

b. **Title Notice.** On or before the expiration of the Due Diligence Period, Purchaser shall notify Seller in writing (the "**Title Notice**") which exceptions to title (including survey matters), if any, are objectionable to Purchaser. If Purchaser objects to any matters in the Title Commitment or any update to the Title Commitment or to any matters disclosed in the Survey, Purchaser shall notify in writing (each a "**Title Objection Notice**") prior to the end of the Due Diligence Period, or within fifteen (15) days after Purchaser's receipt of an update to the Title Commitment and/or Survey received after the end of the Due Diligence Period. As to any matter to which Purchaser so objects in accordance with the foregoing, Seller shall notify Purchaser in writing, within fifteen (15) days after receipt by Seller of Purchaser's Title Objection Notice, as to which specific matters Seller is unable or unwilling to remedy and to which specific matters Seller will exercise reasonable efforts to remedy on or before the Closing ("**Seller's Title Response**"); provided that Seller may extend the Closing for such period as shall be required to effect such cure, but not beyond thirty (30) days. Notwithstanding anything herein to the contrary and whether or not Purchaser objects to same, Seller shall be obligated to pay, cure and cause to be removed from all financing liens, mechanic's and materialmen's liens, and other liens of an ascertainable amount affecting the Property ("**Mandatory Items**"), which liens Seller shall cause to be released at or prior to Closing (with Seller having the right to apply the Purchase Price or a portion thereof for such purpose). For any judgment enrolled in Dorchester County against Seller which creates a lien against the Property existing as of the Closing Date, Seller authorizes the Escrow Agent to withhold from Seller's proceeds of this transaction and place in a judgment lien escrow ("**Judgment Lien Escrow**") with the Escrow Agent an amount equal to 125% of the amount of such judgment lien(s). The Judgment Lien Escrow is to be utilized in the event of a foreclosure action brought against the Property, or returned to the Seller upon the cancellation, termination, satisfaction, or removal of the judgment and/or judgment lien. Seller further agrees to remove any exceptions or encumbrances to title which are voluntarily created by, under or through Seller after the Effective Date without Purchaser's consent. If Seller does not agree in Seller's Title Response to remedy all matters objected to by Purchaser in a Title Objection Notice in accordance with the foregoing, or if Seller fails to deliver Seller's Title Response within fifteen (15) days after Purchaser's Title Objection Notice, or Seller delivers notice to Purchaser ("**Failure to Cure Notice**") that it is unable to remedy prior to Closing any matters objected to by Purchaser in a Title Objection Notice which Seller had agreed to cure in Seller's Title Response, then Purchaser shall have the option of either (i) consummating the Transaction and accepting such title as Seller is so able or willing to convey provided that Purchaser shall have the right to receive a credit against the Purchase Price for the amount spent by Purchaser to remove any Mandatory Items from title; or (ii) terminating this Agreement by delivering written notice to Seller of same on or prior to the later of (x) the expiration of Due Diligence Period, (y) within fifteen (15) days after Purchaser's receipt of Seller's Title Response, or (z) within ten (10) days after Purchaser's receipt of Seller's Failure to Cure Notice. If necessary, Closing shall be delayed to permit Purchaser the full time permitted for its decision following receipt of Seller's Failure to Cure Notice. If this Agreement is terminated pursuant to this Section 5b, then Purchaser shall be entitled to ((i)) a return of the Earnest Money, and ((ii)) a payment by Seller to Purchaser of Purchaser's Out-of-Pocket Expenses but only if Seller is unable or unwilling to remove any Mandatory Items or items Seller had agreed to cure in Seller's Title Response, and the parties shall have no further rights or obligations under this Agreement, except for those rights and obligations

expressly stated to survive the termination of this Agreement. For purposes of this Agreement, reference to ***“Purchaser’s Out-of-Pocket Expenses”*** shall mean the reasonable actual out-of-pocket cash expenses, not to exceed the maximum aggregate sum of \$150,000, Purchaser has paid to any third party for work related to this Transaction.

c. ***Condition of Title.*** Good and insurable fee simple title to the Real Property shall be conveyed by Seller to Purchaser by the Deed at Closing without exception, other than the Permitted Exceptions, free of liens (except judgment liens), and other rights of possession, covenants, conditions, restrictions, easements, encroachments, and rights-of-way, recorded or unrecorded. The Real Property shall be conveyed subject only to the following matters, each a ***“Permitted Exception”*** and collectively, the ***“Permitted Exceptions”***:

(i) those matters disclosed in the Title Commitment (excluding exceptions that are part of the promulgated title insurance form) that either are not objected to in writing within the time periods provided in Section 5b, or if objected to in writing by Purchaser, are those which Seller has notified Purchaser of its election to not remove or cure, or has been unable to remove or cure, and subject to which Purchaser has elected to accept the conveyance of the Real Property;

(ii) items shown on the Survey and not objected to by Purchaser that are waived or deemed waived by Purchaser in accordance with Section 5b;

(iii) the Development Agreement, the Wetland Covenants, and that certain use restriction regarding the Initial Use set forth in Section 10b;

(iv) the reversionary interest of Seller, as described in Section 10b;

(v) liens for taxes, assessments, both general and special, and other governmental charges that are not yet due and payable;

(vi) such other matters as may be agreed in writing by Purchaser and Seller prior to Closing.

d. ***Incentive Matters.*** Seller acknowledges that Purchaser may pursue economic development incentives from Governmental Authorities or other sources in connection with Purchaser’s contemplated acquisition and development of the Property, including but not limited to fee in lieu of tax or other property tax abatement incentives negotiated with Dorchester County (collectively, ***“Incentives”***). Seller shall work in good faith with Purchaser and provide any information reasonably requested by Purchaser for this purpose. Purchaser shall, for a period of one hundred twenty (120) days from the Effective Date (***“Incentives Period”***), use commercially reasonable efforts to procure the Incentives. If the Incentives are not available, Purchaser may, at Purchaser’s option, terminate this Agreement by written notice to Seller prior to the expiration of the Incentives Period (the ***“Incentives Termination Notice”***). If this Agreement is terminated pursuant to the foregoing sentence, then Purchaser shall be entitled to a return of the Earnest Money and the parties shall have no further rights or obligations under this Agreement, except for those rights and obligations expressly stated to survive the termination of this Agreement.

6. ***Conditions Precedent to Obligations of Purchaser.*** The obligation of Purchaser to consummate the Transaction shall be subject to the fulfillment on or before the Closing Date of all of the following conditions, any or all of which may be waived by Purchaser in Purchaser’s sole discretion (collectively, the ***“Purchaser’s Conditions Precedent”***):

- a. **Title.** Royal Abstract National LLC, as agent for a licensed title insurance company (the "**Title Company**") shall be unconditionally committed to insure title to the Real Property pursuant to an ALTA Owner's Policy of Title Insurance (the "**Title Policy**") in the face amount of the Purchase Price, subject only to the Permitted Exceptions.
- b. **Seller Deliverables.** Seller shall have delivered to Purchaser all of the items required to be delivered to Purchaser pursuant to the terms of this Agreement.
- c. **Seller Representations and Warranties.** All of the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects as of the date of Closing.
- d. **Seller Covenants.** Seller shall have performed and observed all covenants and agreements of this Agreement to be performed and observed by Seller as of the date of Closing.
- e. **Site Plan Approval.** Purchaser shall have obtained approval for its development of the Property for the Initial Use from all applicable private parties and Governmental Authorities in accordance with the Governing Documents (the "**Site Plan Approval**"); *provided, however*, this condition shall not apply and need not be satisfied, and Seller shall have the right to terminate this Agreement by delivering written notice to Purchaser, if Purchaser does not apply for Site Plan Approval within one hundred eighty (180) days of the conclusion of the Due Diligence Period, subject to extensions for Force Majeure. If this Agreement is terminated pursuant to the foregoing sentence, then Purchaser shall be entitled to a return of the Earnest Money and the parties shall have no further rights or obligations under this Agreement, except for those rights and obligations expressly stated to survive the termination of this Agreement.
- f. **Plat.** Seller, at Seller's sole cost and expense, shall have (i) subdivided or platted the Real Property as two (2) separate parcels using the agreed upon legal descriptions from the Survey as the basis for such subdivision or replat ("**Plat**"), and (ii) recorded such Plat. Purchaser shall approve the proposed Plat prior to Seller's submittal to the appropriate Governmental Authorities, and shall have approval of all changes required by such Governmental Authorities. Such platted Real Property shall contain two (2) separate and distinct legal and tax parcels with their own real property identification number assigned to the Property by all applicable Governmental Authorities (specifically including the taxing authorities), and such Real Property will be capable of being conveyed to Purchaser by Seller without the necessity of any further platting, subdivision, or other similar legal process.
- g. **Construction Haul Road Access.** The Construction Haul Road shall be completed and available for use.
- h. **Temporary Utilities.** Seller and Dominion, as applicable, shall have stubbed fully functioning temporary utilities (water and electric) in specified locations on the Real Property (which have been mutually agreed upon during the Due Diligence Period) and in such capacities as shown on the Construction Infrastructure Specifications.
- i. **Building Permit.** Purchaser shall have obtained the necessary building permit(s) to construct and develop the buildings and improvements on the Real Property for the Initial Use (the "**Building Permit**"); *provided, however*, this condition shall not apply and need not be satisfied, if Purchaser does not apply for the Building Permit by December 31, 2022, or obtain the Building Permit by March 31, 2023, subject to extensions for Force Majeure.

- j. **Infrastructure Commencement.** Seller shall have delivered the notice to proceed to its contractor for the construction of the Infrastructure other than the Dominion Infrastructure (the "**Infrastructure Notice to Proceed**") and shall have provided a copy to Purchaser along with a description of the construction contract deadlines ("**Contractor Benchmarks**") and the penalties ("**Contractor Penalties**") to the contractor if such deadlines are not met.
- k. **Infrastructure Completion Date.** The scheduled Infrastructure Completion Date shall be no more than 15 months following the Closing Date.
- l. **Will Serve Letters.** Purchaser, with the assistance of Seller, shall have obtained will serve letters from the applicable utility providers for the permanent utilities associated with the Infrastructure.
- m. **Dominion Infrastructure.** Purchaser shall have executed a contract for service and the delivery of the Dominion Infrastructure.
- n. **Moratoriums.** No building or utility moratoriums shall be in effect which affect the Real Property.
- o. **Material Change.** There is no material change of circumstances with respect to the condition of the Real Property after the expiration of the Due Diligence Period.

In the event any Purchaser's Conditions Precedent for the benefit of Purchaser are not satisfied by the Closing Date, Purchaser shall have the right, at Purchaser's option, to terminate this Agreement, whereupon Purchaser shall be entitled to a return of the Earnest Money, and, with respect to the failure of condition f. above, receive payment from Seller of Purchaser's Out-of-Pocket Expenses unless Seller provides Buyer with reasonable documentation that Seller timely, diligently, and in good faith sought to satisfy condition f. but was solely prevented by applicable Governmental Authorities or Purchaser in satisfying condition f., and neither party shall have any further obligation or liability to the other, except for those obligations and liabilities, if any, that expressly survive the termination of this Agreement. Should the Purchaser consummate this transaction and close on the Real Property, then it shall be deemed to have affirmatively and forever waived any condition or Purchaser's Conditions Precedent for the Closing.

Notwithstanding the foregoing, Seller's and Purchaser's obligation to consummate the Transaction shall be subject to the Seller obtaining approval from the State Fiscal Accountability Authority (the "**SFAA**") for the transfer of the Real Property as contemplated under this Agreement (the "**SFAA Approval**"). Seller shall submit a request for SFAA Approval within forty-five (45) days of the Effective Date. The SFAA Approval is anticipated to occur within sixty (60) days of the request submittal to SFAA (the "**Anticipated Approval Date**"). Seller shall use its best efforts to timely obtain the SFAA Approval. Purchaser agrees to reasonably cooperate with Seller during this process. In the event the SFAA Approval is not received by the Anticipated Approval Date, Purchaser shall have the right, at any time thereafter, in its sole and absolute discretion, to terminate this Agreement, whereupon Purchaser shall be entitled to a return of the Earnest Money and payment from Seller to Purchaser of Purchaser's Out-of-Pocket Expenses, and neither party shall have any further obligation or liability to the other, except for those obligations and liabilities, if any, that expressly survive the termination of this Agreement. Until Purchaser delivers such notice of termination, Seller shall continue to pursue the SFAA Approval in accordance with this Section 6. In the event of a denial by the SFAA, this Agreement shall automatically terminate and Purchaser shall be entitled to a return of the Earnest Money and payment from Seller to Purchaser of Purchaser's Out-of-Pocket Expenses, and neither party shall have any further obligation or liability

to the other, except for those obligations and liabilities, if any, that expressly survive the termination of this Agreement.

7. **Seller's Representations and Covenants.**

a. ***Representations and Warranties.*** Seller hereby makes the following representations and warranties to Purchaser as of the Effective Date, which representations and warranties shall be deemed to have been made again as of the Closing:

(i) ***Organization and Authority.*** Seller is an instrumentality of the State of South Carolina created by the South Carolina General Assembly by 1942 Act 626, codified at S.C. Code Ann. §§ 54-3-10 *et seq.* and acts through its Board of Directors as its governing body with the power and authority to enter into this agreement and perform its obligations hereunder. Seller has duly authorized the execution and delivery of this Agreement and any and all other agreements described in this Agreement.

(ii) ***Binding Obligations.*** The individuals executing this Agreement and the agreements, instruments, or other documents to be executed by Seller pursuant to this Agreement on behalf of Seller each have been duly authorized to bind Seller to the terms and conditions hereof and thereof. This Agreement and the agreements, instruments, or other documents to be executed by Seller pursuant to this Agreement shall be the legal, valid, and binding obligations of Seller enforceable in accordance with their terms (subject to applicable laws concerning bankruptcy, insolvency and rights of creditors generally).

(iii) ***[Intentionally Omitted].***

(iv) ***Pending Actions.*** Seller has not received written notice, nor to Seller's knowledge is Seller aware, of any action, suit, arbitration, unsatisfied order or judgment, government investigation, or proceeding pending (i) against Seller which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the Transaction, or (ii) that directly affects the Property.

(v) ***Condemnation.*** Seller has received no written notice of nor is Seller aware of any condemnation proceedings relating to the Real Property.

(vi) ***Violations.*** Seller has not received written notice of any uncured violation of any federal, state, or local law from any Governmental Authority relating to the construction, use, or operation of the Property. Seller, as a Governmental Authority, is not aware of any uncured violation of any federal, state, or local law from any Governmental Authority relating to the construction, use, or operation of the Property.

(vii) ***No Leases or other Agreements.*** Except for the Covenants existing at the execution of this Agreement but which will not be applicable to the Property at Closing, there are no leases or other agreements for use, occupancy or possession presently in force with respect to all or any portion of the Property. Seller has not entered into any contract or agreement with respect to the occupancy or sale of the Property or any portion or portions thereof. Except for this Agreement, Seller has not entered into, and has no actual knowledge of, any other agreement, commitment, option, right of first refusal or any other agreement, whether oral or written, with respect to the purchase, assignment or transfer of all or any portion of the Property. There are no management agreements, brokerage agreements, leasing agreements, service contracts or any other similar agreements or

instruments in force or effect that grant to any person or entity any right, title, interest or benefit in and to all or any part of the Property or any rights relating to the use, operation or management of all or any part of the Property that will survive the Closing or be binding upon Purchaser.

(viii) **No Development Moratoriums.** To the best of Seller's knowledge, the Property is not subject to any use, development or occupancy restrictions or any type of development moratorium (except those imposed by applicable zoning and subdivision laws and regulations), special taxes and assessments or utility "tap-in" fees (except those generally applicable throughout the tax district in which the Property is located), or charges or restrictions, whether existing of record or arising by operation of law, unrecorded agreement, the passage of time or otherwise (other than the Permitted Exceptions). There are no actions or proceedings pending or, to the best of Seller's knowledge, threatened that could affect or change the current zoning classification of the Property.

(ix) **Hazardous Materials.** To the best of Seller's knowledge and except as otherwise disclosed in any Records and Documents or other due diligence deliverables provided by Seller to Purchaser, there are no hazardous substances (as defined herein) on, under or about the Property and the Property is in material compliance with the Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, the Clean Air Act, any so-called federal, state or local "Superfund" or "Superlien" statute, or any other applicable federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability) or standards of conduct concerning any hazardous substances (collectively, the "**Hazardous Substance Laws**"). For purposes of this Agreement, the term "**hazardous substances**" shall mean and include any substance, whether solid, liquid or gaseous: (i) which is listed, defined or regulated as a "hazardous substance", "hazardous waste" or "solid waste", or otherwise classified as hazardous or toxic, in or pursuant to any Hazardous Substance Laws; (ii) which is or contains asbestos, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, or explosive or radioactive material; (iii) which is or contains petroleum or petroleum products, including any fractions or distillates thereof; or (iv) which causes or poses a threat to cause a contamination or nuisance on the Real Property or on any adjacent property or a hazard to the environment or to the health or safety of persons on the Real Property. As used in this clause (x), the word "on" when used with respect to the Real Property or adjacent property means "on, in, under, above or about".

(x) **Taxes and Special Assessments.** Seller has not submitted an application for the creation of any special taxing district affecting the Property, or annexation thereby, or inclusion therein that is currently pending before a governmental authority. Seller has not received notice that any governmental or quasi-governmental agency or authority intends to impose or increase any special or other assessment against the Property, or any part thereof, including assessments attributable to revaluations of the Property except as may be provided in the Records and Documents. Seller further represents and warrants that there are no tax appeals pending with respect to the Property. As of Closing, the Property will be assessed as a separate tax lot or parcel, independent of any other parcels or assets not being conveyed.

(xi) **No Mechanic's Liens.** Seller is not a party to any contracts or agreements for the performance of work or the furnishing of materials to any portion of the Property which will not be fully performed and paid for as of the Closing Date. There are no unpaid claims against any portion of the Property or the Seller for or on account of work done, materials furnished, or utilities supplied to the Property at the instance and request of the Seller.

(xii) **Non-Contravention.** The execution and delivery of, and the performance by Seller of its obligations under, this Agreement do not and will not (i) contravene, or constitute a default under, any provision of applicable law or regulation or any agreement, judgment, injunction, order, decree or other instrument binding upon Seller, (ii) contravene or conflict with any law or regulation relating to the formation and operation of Seller, (iii) result in the breach of any of the terms or provisions of, or constitute a default under, any agreement or other instrument to which Seller is a party or (iv) result in the creation of any lien or other encumbrance on any asset of Seller.

The representations and warranties of Seller set forth in this Section 7a, as restated as of the Closing, shall survive the Closing for a period of three (3) months after the Closing Date. Whenever a representation or warranty of Seller in this Agreement is qualified by the phrase "to the best of Seller's knowledge" or by words of similar import, the accuracy of such representation shall be based solely on the actual (as opposed to constructive or imputed) knowledge of Seller's officers with direct, operational control of the Property, each an individual (a "**Designated Representative**") with knowledge regarding the applicable representations, without independent investigation or inquiry of any kind and without any duty to make any such investigation or inquiry. Purchaser acknowledges that each Designated Representative is named solely for the purpose of defining the scope of Seller's knowledge and not for the purpose of imposing any liability on or creating any duties running from the Designated Representative to Purchaser and Purchaser agrees that no Designated Representative shall have any liability under this Agreement or in connection with the transactions contemplated hereby.

b. **General Covenants.**

(i) **Covenant Not to Convey or Encumber.** After the Effective Date, Seller shall not subject the Property to, or allow the Property to become subject to, any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters which will not be eliminated prior to the Closing without Purchaser's prior written consent, nor shall Seller convey any interest in the Property or any rights therein, nor enter into any conveyance, security document, easement or other agreement granting to any person or entity any rights with respect to the Property or any part thereof, or any interest whatsoever therein, or any option with respect thereto, or take any action which would result in the Property being in violation of the Hazardous Substance Laws, without the prior written consent of Purchaser.

(ii) **Service Contracts, Leases and Construction Contracts.** From and after the Effective Date, Seller will not enter into any lease, service contract (if such service contract would extend past Closing), construction contract or the like for the Property (or any portion thereof), or any amendments or modifications to any such existing agreements, in each case without Purchaser's prior written consent. Seller agrees that it shall not (a) solicit or entertain bids, (b) enter into any negotiation or discussion, or (c) enter into any agreement regarding the sale or lease of the Property at any time during which this Agreement is in effect.

(iii) **No Material Alterations, Zoning Changes or Waste.** After the date hereof, Seller shall not make or allow to be made any material alterations to the Property without Purchaser's prior written consent, nor shall Seller commit waste or violate any applicable law, regulation, ordinance or the like. Seller shall not request or process any request to change the zoning of the Real Property or amend any subdivision map in process affecting the Real Property or amend or modify any other entitlements or development standards applicable to the Real Property. Notwithstanding the foregoing, Seller shall cooperate reasonably with Purchaser's proposed development with respect to seeking appropriate consents, authorizations or approvals from the applicable governing bodies, including without limitation those for the site development permit, zoning variances, special use permits, or subdivision of the Real Property.

(iv) **No Mechanics' or Materialmen's Liens.** Prior to the Closing, except with respect to any work contracted for by Purchaser, Seller shall pay for all work performed by third parties on or in connection with the Property on behalf or at the direction of Seller or its agents or representatives, including all labor, goods, materials and services related thereto, so that the Property will not be subject to encumbrance by any mechanics, laborer, materialmen or other like liens with respect thereto.

(v) **Operation in the Ordinary Course.** Subject to the provisions of Sections 7b(i)-(iv) immediately above, from and after the Effective Date and continuing until Closing, Seller shall (i) operate and manage the Property in the ordinary course and consistent with Seller's past practices, (ii) maintain all insurance policies (or substantially equivalent replacement policies) currently maintained by Seller for the Property, (iii) pay promptly when due all city, state and county ad valorem taxes and similar taxes and assessments, all sewer and water charges and all other governmental charges levied or imposed upon or assessed against the Property, and pay or cause to be paid all expenses incurred in the use, occupancy and operation of the Property; and (iv) perform when due, and otherwise comply with, all of Seller's obligations and duties under the Service Contracts including, without limitation, timely making any payments required under the Service Contracts, as and when due.

(vi) **Cooperation.** Seller shall cooperate and work in good faith with Purchaser in connection with the Site Plan Approval.

(vii) **Plat.** Seller shall subdivide the Real Property and record the Plat prior to the Anticipated Closing Date in accordance with the terms of Section 6f.

c. **Infrastructure Improvements.**

(i) **Construction Haul Road.** Seller shall ensure that the construction haul road shown on the Site Plan ("**Construction Haul Road**") is completed and available for use by Purchaser prior to the Closing, which Construction Haul Road is necessary for Purchaser's access to the Real Property to allow Purchaser to (1) construct its improvements for the Initial Use and (2) access the Property for the operation of the Initial Use in the event the Infrastructure Completion is delayed beyond the Infrastructure Completion Date. The Construction Haul Road shall be built in accordance with the minimum specifications set forth on **Exhibit B** attached hereto and made a part of this Agreement ("**Construction Infrastructure Specifications**"), which specifications will be further defined during the Due Diligence Period through mutual, good faith negotiation between the parties. Alignment of the Construction Haul Road shall be in the location shown on the Site Plan,

with entrances to the Real Property along the eastern boundary of the Real Property, and the Construction Haul Road will remain open at all times to provide continuous access to the Real Property. Seller shall provide Purchaser a recordable, temporary, non-exclusive easement for the Construction Haul Road, which easement shall permit Purchaser the full use of the Construction Haul Road until Infrastructure Completion, with limited, emergency use thereafter for so long as the Construction Haul Road may continue to be maintained and operated by the Seller (which includes the right of Purchaser to repair or maintain the Construction Haul Road in the event of a default by Seller in maintenance, following notice and cure); *provided, however*, Purchaser acknowledges and agrees, and any such easement shall expressly state, that such Construction Haul Road may be conveyed to Dorchester County for ownership and maintenance pursuant to the Development Agreement, and further Purchaser acknowledges and agrees that Seller may, in its sole and absolute discretion, modify, change, relocate, alter, or close the Construction Haul Road to facilitate further development of Seller's property after Infrastructure Completion and Purchaser's completion of the improvements on the Real Property for the Initial Use.

(ii) **Infrastructure and Utilities.** On or before the date which is no later than fifteen (15) months following the Closing Date subject to Force Majeure ("**Infrastructure Completion Date**"), Seller shall provide, at its own expense or at the expense of some other entity other than Purchaser, the Infrastructure (other than the Dominion Infrastructure, which Purchaser acknowledges is the responsibility of Dominion) completed in accordance with and in conformity to the Infrastructure Plans ("**Infrastructure Completion**"). Such Infrastructure Completion shall be in compliance with, and include all requirements, payments and obligations required by, the Governing Documents, to allow for the Initial Use. Upon the Infrastructure Completion, the Property shall have access to water, wastewater, and telecom utilities, which shall have been stubbed at Seller's sole cost and expense at the property line of the Property in such locations as approved by Purchaser and are to specifications provided in the Infrastructure Plans. The permanent access road shall be in the location shown on the Road Site Plan. All post-Closing work performed by Seller on the Property shall be done lien-free and in a good and workmanlike manner. Upon Infrastructure Completion, Seller shall (a) provide Purchaser an affidavit stating that Infrastructure Completion has been accomplished, along with final lien waivers for the supplies and work performed, and (b) record a non-exclusive easement, subject to Purchaser's approval, for Purchaser's use of the full length of the permanent access road, originating from a publicly dedicated road and terminating at the Real Property. Such easement shall be fully negotiated during the Due Diligence Period, and shall include Seller maintenance obligations for the road, street lighting, and street signs, and the right of Purchaser to repair or maintain such road, street lighting, and street signs in the event of a default by Seller in maintenance, following notice and cure; *provided, however*, Purchaser acknowledges and agrees, and any such easement shall expressly state, that such road, street lights, and street signs may be conveyed to Dorchester County for ownership and maintenance pursuant to the Development Agreement and, upon such conveyance, the easement and Seller's maintenance obligations under the easement will automatically terminate. In the event that it may be reasonably anticipated that the Infrastructure Completion Date will not be met, then Seller shall ensure that that certain portion of the permanent access road adjoining the Construction Haul Road is completed to ensure continuous access to the Real Property for Buyer for its Initial Use.

Seller shall use diligent and commercially reasonable efforts to achieve Infrastructure Completion by the Infrastructure Completion Date, including without limitation, enforcing Contractor Penalties. Seller shall keep Purchaser informed of any actual or apparent delays in the Infrastructure completion. The obligations of Seller under this Section 7c shall survive the Closing.

8. **Representations and Warranties of Purchaser.** Purchaser hereby makes the following representations and warranties to Seller as of the Effective Date, which representations and warranties shall be deemed to have been made again as of the Closing:

a. ***Organization and Authority.*** Purchaser is duly organized, validly existing, and qualified and empowered to conduct its business and has full power and authority to enter into and fully perform and comply with the terms of this Agreement. Purchaser has duly authorized the execution and delivery of this Agreement and any and all other agreements described in this Agreement.

b. ***Binding Obligations.*** The individuals executing this Agreement and the agreements, instruments, or other documents to be executed by Purchaser pursuant to this Agreement on behalf of Purchaser each have been duly authorized to bind Purchaser to the terms and conditions hereof and thereof. This Agreement and the agreements, instruments, or other documents to be executed by Purchaser pursuant to this Agreement shall be the legal, valid, and binding obligations of Purchaser enforceable in accordance with their terms (subject to applicable laws concerning bankruptcy, insolvency and rights of creditors generally).

c. ***Pending Actions.*** Purchaser has not received written notice, nor to Purchaser's knowledge is Purchaser aware, of any action, suit, arbitration, unsatisfied order or judgment, government investigation, or proceeding pending against Purchaser which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the Transaction.

d. ***Non-Contravention.*** The execution and delivery of, and the performance by Purchaser of its obligations under, this Agreement do not and will not (i) contravene, or constitute a default under, any provision of applicable law or regulation or any agreement, judgment, injunction, order, decree or other instrument binding upon Purchaser, (ii) contravene or conflict with Purchaser's organizational documents, (iii) result in the breach of any of the terms or provisions of, or constitute a default under, any agreement or other instrument to which Purchaser is a party or (iv) result in the creation of any lien or other encumbrance on any asset of Purchaser.

e. ***No Financing Contingency.*** Purchaser has the financial capability to consummate the Transaction and pay the Purchase Price pursuant to Section 3. Purchaser understands and agrees that its obligations under this Agreement are not in any way contingent or otherwise subject to: (i) the consummation of any financing arrangements or obtaining any financing; or (ii) the availability of any financing to Purchaser or any of its Affiliates.

The representations and warranties of Purchaser set forth in this Section 8, as restated as of the Closing, shall survive the Closing for a period of one (1) year after the Closing Date.

9. **Condition of Property.** Seller and Purchaser expressly agree that except for any express warranties, representations, and covenants of Seller in this Agreement and in the closing documents contemplated in this Agreement (collectively, the "***Excluded Matters***"), the Property is being sold on an "AS IS" basis only, "**WITH ALL FAULTS OF ANY KIND**". **EXCEPT FOR THE EXCLUDED MATTERS, SELLER DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION,**

WARRANTIES AS TO THE FITNESS, ENVIRONMENTAL COMPLIANCE, AREA, ACCESS, PERMITS, ZONING, SUFFICIENCY OF PARKING, UTILITY SERVICES, WATER, SANITARY OR STORM SEWER CAPACITY OR WASTE-WATER CAPACITY, CONDITION, QUALITY, QUANTITY, CHARACTER, SIZE, DESCRIPTION, MERCHANTABILITY OR HABITABILITY OF THE PROPERTY. EXCEPT FOR THE EXCLUDED MATTERS, PURCHASER WAIVES ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED WITH RESPECT TO THE PROPERTY.

EXCEPT FOR (I) THE EXCLUDED MATTERS, (II) SELLER'S FRAUD OR WILLFUL MISCONDUCT, OR (III) THIRD PARTY CLAIMS ARISING AS A RESULT OF BODILY INJURY OR DEATH TO PERSONS, PERSONAL INJURY OR DAMAGE TO PROPERTY THAT OCCURRED DURING SELLER'S PERIOD OF OWNERSHIP, PURCHASER RELEASES SELLER AND ITS AGENTS, REPRESENTATIVES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER PERSON OR ENTITY ACTING ON SELLER'S BEHALF (COLLECTIVELY, "*SELLER RELATED PARTIES*") FROM ALL CLAIMS WHICH ANY PURCHASER OR ANY PARTY RELATED TO OR AFFILIATED WITH PURCHASER (A "*PURCHASER RELATED PARTY*") HAS OR MAY HAVE ARISING FROM OR RELATED TO ANY MATTER OR THING RELATED TO OR IN CONNECTION WITH THE REAL PROPERTY INCLUDING THE DOCUMENTS AND INFORMATION REFERRED TO IN THIS AGREEMENT, ANY CONSTRUCTION DEFECTS, ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION, OR ANY OTHER ACTIVE OR PASSIVE NEGLIGENCE, AND ANY ENVIRONMENTAL CONDITIONS, AND PURCHASER SHALL NOT LOOK TO ANY SELLER RELATED PARTIES IN CONNECTION WITH THE FOREGOING FOR ANY REDRESS OR RELIEF. THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF ITS EXPRESSED TERMS AND PROVISIONS, INCLUDING THOSE RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, DAMAGES, AND CAUSES OF ACTION.

10. **Purchaser's Acknowledgements and Obligations.**

a. **Protective Covenants.** Purchaser acknowledges that the Property will be controlled by and subject to: (i) the Development Agreement, by and between Seller, as successor in interest to MWV-Ridgeville, LLC, and Dorchester County, South Carolina, recorded July 22, 2014, in Book 9363, Page 1, in the aforesaid Register of Deeds Office, (as amended and supplemented, the "**Development Agreement**"); (ii) the Declaration of Restrictive Covenants recorded September 17, 2015, in Book 9914, Page 134, in the aforesaid Register of Deeds Office (the "**Wetlands Covenants**"); and (iii) the Department of the Army Permit No. 2009-1290-2IG, dated June 25, 2010, (the "**Wetlands Permit**"). Such documents (i) through (iii) above (as amended and supplemented, are referred to collectively as, the "**Governing Documents**"). Purchaser acknowledges (i) receipt of copies of the Governing Documents, (ii) that the Property shall be held, transferred, sold, devised, assigned, conveyed, given, purchased, leased, occupied, possessed, mortgaged, encumbered, developed, constructed upon, and used pursuant to the provisions of the applicable Governing Documents, and (iii) adherence to all terms and conditions of the Governing Documents is required of Purchaser.

Purchaser acknowledges and consents to an amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Ridgeville Industrial Campus, recorded October 21, 2016, in Book 10488, Page 194, in the Office of the Register of Deeds for Dorchester County, South Carolina (as amended and supplemented, the "**Covenants**") removing, withdrawing, and releasing the Property from coverage of the Covenants.

b. **Use Restrictions; Construction Deadline.** Purchaser agrees that use of the Property shall initially be restricted to the development, construction, and operation of the Initial Use, which restriction shall terminate on the tenth anniversary of the issuance of certificate(s) of occupancy for the buildings constructed on the Property for the Initial Use. Purchaser agrees, at its sole cost and expense, to Commence Construction of improvements for the Initial Use within 12 months of the Closing Date subject to Force Majeure (the "**Construction Deadline**"). At Closing, Seller and Purchaser shall enter into an agreement ("**Reverter Agreement**") that shall contain a reverter clause pursuant to which, at Seller's option and in exchange for the return of the Purchase Price, Seller shall deliver notice to Purchaser that it has failed to Commence Construction by the expiration of the Construction Deadline ("**Construction Default Notice**"), and Purchaser shall have thirty (30) days following its receipt of the Construction Default Notice to cure such default by Commencing Construction of improvements for the Initial Use. In the event Purchaser does not Commence Construction of improvements for the Initial Use within thirty (30) days following Purchaser's receipt of the Construction Default Notice, then the Property shall revert to and become fee simple real estate (free and clear of any liens or encumbrances placed on the Real Property by Purchaser) owned by the Seller. In such an event, Purchaser shall provide Seller a quit claim deed to the Property (which deed shall list all items disclosed on a title commitment or a survey, or would be shown upon a title commitment or survey if obtained) upon Purchaser's receipt of the return of the Purchase Price, without any reduction due to any charges, expenses or prorations. The Reverter Agreement shall also contain an obligation for Seller to execute a recordable release of the Reverter Agreement in the event Purchaser Commences Construction of improvements for the Initial Use. For purposes of this Agreement, the term **Commence Construction** or any similar term shall mean Purchaser shall have begun a continuous program of material on-site work, including, at a minimum, significant site preparation work and the commencement of construction of foundation components or elements for the improvements to timely complete construction for the Initial Use. For the purposes of this Agreement, the term **Force Majeure** shall mean any cause or causes not reasonably within the control of a party and which, by the exercise of reasonable diligence, such party is unable to prevent or overcome, including, without limitation, acts of God; strikes, lockouts or other industrial disturbances; acts of the public enemy, acts of terror, sabotage, wars, blockades, military action, insurrections or riots; epidemics or pandemics; landslides, subsidence, lightning, hurricanes, tornadoes, earthquakes, fires, storms or storm warnings; crevasses, floods or washouts; civil disturbances; explosions; inability of such party to obtain, after the exercise of reasonable diligence, necessary materials, supplies, or permits; or any action, delays or restraint by any applicable Governmental Authority. A party seeking to claim Force Majeure must provide notice to the other party of the occurrence of a Force Majeure event within fourteen (14) days of the occurrence of such Force Majeure event, describing in reasonable detail the nature of the Force Majeure event, with valid supporting documentation, and its impact on the claiming party's obligations. The parties agree that timely notice of a Force Majeure event is a condition precedent for a party to claim Force Majeure as an exception to its obligations. The party claiming Force Majeure shall use commercially reasonable efforts to recommence performance whenever and to whatever extent possible to minimize delay in the performance of its obligations.

11. **Risk of Loss.** The risk of loss to the Property shall be upon Seller until Closing. Seller shall not settle any such proceeding or claim related to an event covered by Section 11 without first obtaining the prior written consent of the Purchaser, which consent shall not be unreasonably withheld. If (i) all or a material portion of the Real Property is taken, or (ii) any portion of the Real Property is taken which impacts the construction or operation of the Initial Use on the remaining land as determined in Purchaser's reasonable discretion, in any condemnation proceeding or is transferred to a condemning authority under threat of condemnation (collectively called the "**Taking**") prior to Closing, or if Seller receives actual notice prior to Closing that the Property is subject to a Taking, then Seller shall promptly notify Purchaser, and

Purchaser may terminate this Agreement and receive a full refund of the Earnest Money. Alternatively, Purchaser may elect to close subject to the Taking without reduction of the Purchase Price and receive an assignment from Seller of its entire right, title and interest in and to any payment, award or settlement due Seller as a result of the Taking. If any condemnation proceeding is commenced on less than a material portion of the Real Property, or is transferred to a condemning authority under the threat of condemnation prior to Closing, then the Closing shall proceed without any reduction of the Purchase Price and Seller shall assign to Purchaser its entire right, title and interest in and to any payment, award or settlement due Seller as a result of the such taking affecting less than a material portion of the Real Property.

12. **Closing.**

a. ***Closing Date.*** Subject to any conditions thereto and the termination rights under this Agreement, the Closing shall occur no later than the earlier of (a) thirty (30) days following the later of (i) Purchaser obtaining Site Plan Approval (if the Section 6e closing condition remains applicable and subject to extensions for Force Majeure), (ii) Purchaser obtaining the Building Permit (if the Section 6i closing condition remains applicable and subject to extension for Force Majeure), (iii) Seller delivering the Infrastructure Notice to Proceed and there are no more than 15 months to Infrastructure Completion following the Closing Date, or (iv) Seller obtaining SFAA Approval, or (b) December 31, 2022 (the “***Anticipated Closing Date***”); subject to the termination rights set forth in Section 6 regarding the SFAA Deadline Date. Notwithstanding the foregoing, (i) if Purchaser has applied for and is diligently pursuing the Building Permit, then the Anticipated Closing Date shall be extended to March 31, 2023 without need for action by either party; and (ii) Seller may delay the Closing for up to ninety (90) days for a Force Majeure event that would, in its reasonable discretion, delay or potentially delay the completion of the Infrastructure. The actual date of the Closing being referred to in this Agreement as “***Closing Date***.” At the Closing, Seller and Purchaser shall perform the obligations set forth in, respectively, Section 12b and Section 12c, the performance of which obligations shall be concurrent conditions.

b. ***Seller's Obligations at Closing.*** At Closing, Seller shall deliver in escrow to the Title Company the following:

(i) a duly executed and notarized quit claim deed (the “***Deed***”) in a form satisfactory to Purchaser, conveying the Real Property, subject only to the Permitted Exceptions and such other exceptions as may be agreed upon in writing by the parties;

(ii) a resolution of the Board of SCPA authorizing the Transaction;

(iii) such evidence as the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Seller;

(iv) a certificate, executed by Seller and stating that Seller is not a “foreign person” as defined in the Federal Foreign Investment in Real Property Tax Act of 1980;

(v) evidence reasonably satisfactory to the Title Company respecting the authorization and execution by Seller of this Agreement and the documents required to be delivered by Seller under this Agreement;

(vi) an amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Ridgeville Industrial Campus, recorded October 21, 2016, in Book 10488, Page 194, in the Office of the Register of Deeds for Dorchester County, South Carolina removing, withdrawing, and releasing the Property from coverage of the Covenants;

(vii) the SFAA Approval;

(viii) a certification stating that the representations of Seller set forth in this Agreement remain true and correct in all material respects at the Closing;

(ix) such duly executed affidavits as may be customarily and reasonably required by the Title Company to issue the Title Policy in a form reasonably acceptable to the Title Company and Seller, provided, however, that under no circumstance shall Seller provide a so-called "gap indemnity" or any other indemnity in favor of the Title Company or Purchaser;

(x) executed assignment to Purchaser of the Improvements and the Transferrable Permits;

(xi) duly executed closing statements reasonably acceptable to Seller and Purchaser;
and

(xii) such duly executed additional documents as shall be reasonably required to consummate the Transaction contemplated by this Agreement.

Seller shall deliver possession of the Real Property to Purchaser at the Closing subject only to the Permitted Exceptions.

c. ***Purchaser's Obligations at Closing.*** At Closing, Purchaser shall deliver in escrow to the Title Company the following:

(i) the Purchase Price, less the Earnest Money;

(ii) documents reasonably requested by the Title Company or required by this Agreement to confirm that this Transaction and the parties executing such documents on behalf of Purchaser are fully authorized and empowered to so act, in a form reasonably acceptable to Purchaser;

(iii) such executed documents as required by the Governing Documents;

(iv) deliver a certification stating that the representations of Purchaser set forth in this Agreement remain true and correct in all material respects at the Closing;

(v) duly executed closing statements reasonably acceptable to Purchaser and Seller;
and

(vi) such additional documents as shall be reasonably required to consummate the Transaction and contemplated by this Agreement.

d. ***Closing Procedure.*** Upon the completion of the deliveries specified in Section 12 above, the Title Company, as escrow agent, shall be authorized to cause the appropriate closing documents to be immediately recorded in the appropriate records of the county in which the Real Property is located, and shall deliver the balance of the proceeds from the sale, after deducting all expenses thereof chargeable to Seller under this Agreement to Seller.

13. **Prorations and Closing Costs.**

a. **Prorations.** All prorations, adjustments and credits shall be made as of 11:59 p.m. of the day before the Closing Date, unless otherwise mutually agreed to by the parties in writing, as follows:

(i) The real estate taxes and assessments, both general and special, shall be prorated as of 11:59 p.m. of the day before the Closing Date. If the tax statements for the fiscal tax year during which escrow closes do not become available until after Closing, then the rates and assessed values of the previous year, with known changes, shall be used, and the parties shall re-prorate said taxes outside of escrow following Closing as soon as reasonably possible after such tax statements become available. Payments in connection with the final adjustment shall be due within 30 days of written notice. If the Real Property is not a separate tax parcel as of the Closing, then real estate taxes for such larger parcel of which the Real Property is a portion shall be apportioned as follows: (a) taxes for land shall be apportioned on a per square foot basis, and (b) all taxes for any improvements shall be excluded from the Real Property; and

(ii) Seller shall be responsible for and shall pay any utility charges (including, without limitation, water and sewer, gas, and electric) incurred at the Property through 11:59 p.m. of the day before the Closing Date. From and after the Closing Date, Purchaser shall be responsible for and shall pay all utility charges incurred at the Property. Seller shall also be entitled to, and may, following Closing, obtain any applicable refunds of security or other deposits with any utility companies. If final readings and billings cannot be obtained as of the Closing, the final bills, when received, shall be prorated based upon the number of days Seller owned the Property in such final billing period. Purchaser shall, at or prior to Closing, make any deposits required for utilities and other services of the Property.

b. **Closing Costs.**

(i) Seller and Purchaser shall execute such returns, questionnaires, and other documents as shall be required with regard to all applicable Property Transaction taxes imposed by applicable federal, state, or local law or ordinance;

(ii) Seller shall pay the fees of any counsel representing Seller in connection with the Transaction, the costs of curing any title matters for which Seller is obligated to remove in accordance with this Agreement, including, without limitation, the recording costs of documents necessary to clear title at Closing;

(iii) Purchaser shall pay the fees of any counsel representing Purchaser in connection with the Transaction. Purchaser shall also pay all fees for the Title Commitment, base premium for the Title Policy and all endorsements thereto other than those Seller may be obligated to pay pursuant to Section 13b(ii) above, the cost of the Survey, the cost for preparing and recording the Deed and, in accordance with S.C. Code Ann. § 12-24-20(B), the cost of any transfer taxes or revenue stamps related to the conveyance of the Property;

(iv) Seller and Purchaser shall each pay fifty percent (50%) of any fee charged by the Escrow Agent; and

(v) All costs and expenses incident to the Transaction and the closing thereof, and not specifically described above, shall be paid by the party incurring same.

c. **Survival.** The provisions of this Section 13 shall survive the Closing and the delivery and filing for record of the Deed. Any corrected adjustment or proration shall be paid by wire transfer to the party entitled thereto.

14. **Notices.** Each notice to be given under this Agreement shall be in writing and delivered personally, by overnight delivery, by electronic mail, or by depositing it with the U.S. Postal Service or any official successor thereto, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party at its address set forth below. If given by personal delivery, notice shall be deemed given and received upon receipt at the appropriate address below. If given by overnight delivery, notice shall be deemed to have been given when deposited with a nationally recognized overnight courier, and received upon receipt at the address to which it is delivered. If given by mail, notice shall be deemed to have been given when deposited with the U.S. Postal Service and received within three (3) Business Days following such deposit in the U.S. Postal Service. Notice given by electronic mail in accordance herewith shall be deemed given and received upon the entrance of such electronic mail into the information processing system designated by the recipient's electronic mail address. Rejection or refusal by the addressee to accept delivery, or the inability to deliver any notice because of a change of address of the intended recipient without notice to the other, shall be deemed to be the receipt of the notice on the third day following the date postmarked with the U.S. Postal Service, or the following Business Day after deposited with the a nationally recognized overnight courier. Either party may change such addresses by written notice to the other designating the new address. Notice addresses are as follows:

If to Seller:

South Carolina State Ports Authority
200 Ports Authority Drive
Mount Pleasant, SC 29464
Attention: Phil Padgett
Telephone: (843) 577-8139
Email: ppadgett@scspa.com

With a copy to:

South Carolina State Ports Authority
200 Ports Authority Drive
Mount Pleasant, SC 29464
Attention: General Counsel
Telephone: (843) 577-8765
Email: rlowell@scspa.com

If to Purchaser:

Saxum Investment Company, LLC
359 Springfield Avenue, 2nd Floor
Summit, New Jersey 07901
Attention: Anthony M. Rinaldi
Telephone: _____
Email: arinaldi@saxumre.com

With a copy to:

Winstead PC
2728 Harwood Street, Suite 500
Dallas, Texas 75201
Attention: Jessica Straley
Telephone: (214) 745-5245
Email: jstraley@winstead.com

If to Escrow/Title Agent:

Royal Abstract National LLC
125 Park Avenue, Suite 1610
New York, New York 10017
Attention: William Sekerka, Esq.
Telephone: (212) 376-0900
Email: wsekerka@royalabstract.com

15. **Assignment and Succession.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors, administrators, executors, and assigns of the respective parties. Notwithstanding anything to the contrary contained in this Agreement, all rights under this Agreement may be assigned by Purchaser at any time prior to Closing to (i) any Affiliate of Purchaser, (ii) any Person that an Affiliate of Purchaser directly or indirectly has an ownership interests, or (iii) a Person that Purchaser or its Affiliate manages or advises, but no other assignment shall be effective without Seller's written approval and consent. Upon the assignment to any Affiliate and the written assumption by such Affiliate of all of the terms and conditions under this Agreement, Purchaser shall be released from any and all liabilities under this Agreement. The approval for any assignment not expressly permitted above shall not be unreasonably withheld or delayed, and shall be deemed approved if the party to whom a request for approval was made fails to respond within fifteen (15) days after the giving of notice of such request for assignment pursuant to Section 14 above.

16. **Default.**

a. If the Closing does not occur as provided in this Agreement by reason of Seller's failure to perform any of Seller's obligations under this Agreement or breach any of its representations or warranties under this Agreement in any material respect (and Seller's failure to perform was not caused by Purchaser's default under this Agreement) and Purchaser is otherwise ready, willing, and able to perform its obligations to be performed on the Closing Date, then, Purchaser, as Purchaser's sole remedy, shall be entitled to: (a) specific performance of this Agreement; (b) terminate this Agreement by written notice to Seller and the immediate return of the Earnest Money to Purchaser and payment from Seller for Purchaser's Out-of-Pocket Expenses; or (c) waive said failure or breach and proceed to Closing without any reduction in the Purchase Price provided, however, if as a result of Seller transferring the Property to another entity, Purchaser is unable to acquire the Property as contemplated by this Agreement in a suit for specific performance of this Agreement (including issuance of the Title Policy to Purchaser), then, Seller will be liable to Purchaser for Purchaser's actual damages.

b. In the event the Infrastructure (other than the Dominion Infrastructure, which will be provided by and is the responsibility of Dominion) (i) is not completed by the Seller fifteen (15) months after the Closing, subject to extensions for Force Majeure; (ii) the Buyer has fully constructed its Improvements and the Property is ready for operation for the Initial Use; and (iii) the Buyer has fully executed lease agreements for use of the Property, then the Seller is obligated to pay liquidated damages to Buyer in the actual amount of the total of (i) the monthly rent set forth in executed leases for the Initial Use, and (ii) the cost of actual pass-through costs and expenses set forth (e.g., taxes, CAM and utilities) in executed leases for the Initial Use (collectively, the rent and pass-throughs are referred to as "**Total Rent**"), not to exceed \$24,145.00 per day of delay (Such daily amount is calculated as follows: 395,100 s.f. of Initial Use buildings multiplied by \$22.00 p.s.f. Total Rent equals \$8,692,200.00 annual Total Rent, such sum divided by 12 months is \$724,350.00 monthly Total Rent, and such sum divided by 30 days is \$24,145.00 daily Total Rent). **SELLER AND PURCHASER ACKNOWLEDGE THAT PURCHASER'S DAMAGES WOULD BE DIFFICULT TO DETERMINE, AND THAT SUCH LIQUIDATED DAMAGES AMOUNT IS A REASONABLE ESTIMATE OF PURCHASER'S DAMAGES. SELLER AND PURCHASER FURTHER AGREE THAT THIS SECTION 16 IS INTENDED TO AND DOES LIQUIDATE THE AMOUNT OF DAMAGES DUE PURCHASER, AND SHALL BE PURCHASER'S EXCLUSIVE REMEDY AGAINST SELLER, BOTH AT LAW AND IN EQUITY, ARISING FROM OR RELATED TO A BREACH BY SELLER OF ITS OBLIGATIONS UNDER THIS AGREEMENT.**

c. If the Closing does not occur as provided in this Agreement by reason of Purchaser's failure to perform any of Purchaser's obligations under this Agreement or breach any of its representations or warranties under this Agreement in any material respect (and Purchaser's failure to perform was not caused by Seller's default under this Agreement), and Seller is otherwise ready, willing, and able to perform its obligations to be performed on the Closing Date, then Seller shall, as Seller's sole remedy, shall be to terminate this Agreement and retain the Earnest Money as stipulated, liquidated damages. **SELLER AND PURCHASER ACKNOWLEDGE THAT SELLER'S DAMAGES WOULD BE DIFFICULT TO DETERMINE, AND THAT SUCH LIQUIDATED DAMAGES AMOUNT IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES. SELLER AND PURCHASER FURTHER AGREE THAT THIS SECTION 16 IS INTENDED TO AND DOES LIQUIDATE THE AMOUNT OF DAMAGES DUE SELLER, AND SHALL BE SELLER'S EXCLUSIVE REMEDY AGAINST PURCHASER, BOTH AT LAW AND IN EQUITY, ARISING FROM OR RELATED TO A BREACH BY PURCHASER OF ITS OBLIGATIONS UNDER THIS AGREEMENT.**

17. **Escrow Agent.**

a. ***Appointment of Escrow Agent.*** Seller and Purchaser hereby appoint and designate Escrow Agent as escrow agent to fulfill the duties and obligations of the Escrow Agent as set forth by the express provisions of this Agreement, including without limitation, to hold and disburse the Earnest Money in accordance with its appointment as Escrow Agent, to hold and disburse the Judgment Lien Escrow, if applicable, in accordance with its appointment as Escrow Agent, receive the Purchase Price and deliverables from each party set forth in Section 12, and administer the Closing of this Transaction.

b. ***Disposition and Termination of the Earnest Money.*** The Earnest Money shall be held, applied or returned, as applicable, in accordance with the terms of this Agreement. If either party makes a written demand upon the Escrow Agent for payment or refund, as the case may be, of all or any portion of the Earnest Money, such party shall, simultaneously upon demand upon the Escrow Agent, give written notice of such demand upon the other party. If the Escrow Agent does not receive written objection from the non-demanding party to the proposed payment or refund, as the case may be, within five (5) business days after the receipt of such written demand, the Escrow Agent is hereby authorized and directed to make such payment or refund, as the case may be; *provided, however*, if the Escrow Agent receives a timely objection to said demand, then the Escrow Agent shall continue to hold the Earnest Money until such time as Escrow Agent receives written instructions to release the Earnest Money executed by both parties, or Escrow Agent shall act in accordance with Section 17e below. Notwithstanding the foregoing, in the event Escrow Agent receives a termination notice from Purchaser as described in Section 4 of this Agreement, then the Escrow Agent is authorized and directed to refund the undisbursed Earnest Money to Purchaser upon its demand without Seller's consent or the notice and five-business day waiting period requirement described above, and Seller shall have no right to object thereto. Escrow Agent shall not be liable for complying with applicable laws or the terms of this Agreement. The Escrow Agent shall be entitled to rely and act upon any written instrument received by it from Purchaser or Seller, and if an entity, purporting to be executed by an officer or member thereof, and shall not be required to inquire into the authority of such officer or member or the correctness of the facts stated in said instrument.

c. ***Disposition and Termination of the Judgment Lien Escrow.*** If required to be deposited, the Judgment Lien Escrow shall be held, applied or returned, as applicable, in accordance with the

terms of this Agreement. If either party makes a written demand upon the Escrow Agent for payment or refund, as the case may be, of the Judgment Lien Escrow, such party shall, simultaneously upon demand upon the Escrow Agent, give written notice of such demand upon the other party. If the Escrow Agent does not receive written objection from the non-demanding party to the proposed payment or refund, as the case may be, within five (5) business days after the receipt of such written demand, the Escrow Agent is hereby authorized and directed to make such payment or refund, as the case may be; *provided, however*, if the Escrow Agent receives a timely objection to said demand, then the Escrow Agent shall continue to hold the Judgment Lien Escrow until such time as Escrow Agent receives written instructions to release the Judgment Lien Escrow executed by both parties, or Escrow Agent shall act in accordance with Section 17e below. Notwithstanding the foregoing, the parties agree that Purchaser shall have the right to draw upon the Judgment Lien Escrow if necessary to prevent foreclosure of such judgment lien filed against the Property. Escrow Agent shall not be liable for complying with applicable laws or the terms of this Agreement. The Escrow Agent shall be entitled to rely and act upon any written instrument received by it from Purchaser or Seller, and if an entity, purporting to be executed by an officer or member thereof, and shall not be required to inquire into the authority of such officer or member or the correctness of the facts stated in said instrument.

d. ***Release and Termination.*** Upon the release and distribution of the Earnest Money in accordance with this Agreement, and subsequently the Judgment Lien Escrow, if applicable, the Escrow Agent's responsibilities and liabilities under this Escrow Agreement shall automatically terminate.

e. ***Disputes.*** If, at any time, there shall exist any dispute between Seller and Purchaser with respect to the holding or disposition of any portion of the Earnest Money, Judgment Lien Escrow, or any other obligations of Escrow Agent under this Agreement, or if at any time Escrow Agent is unable to determine, to Escrow Agent's sole satisfaction, the proper disposition of any portion of the Earnest Money, Judgment Lien Escrow, or Escrow Agent's proper actions with respect to its obligations under this Agreement, then Escrow Agent, in its sole discretion, may take either or both or the following actions: (i) suspend the performance of any of its obligations under this Agreement until such dispute or uncertainty shall be resolved to the sole and reasonable satisfaction of Escrow Agent; and/or (ii) petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction, for instructions with respect to such dispute or uncertainty, and pay into or deposit with such court all funds and Earnest Money and/or Judgment Lien Escrow held by it for holding and disposition in accordance with the instructions of such court. Escrow Agent shall have no liability to Seller, Purchaser, or any other person with respect to any such suspension of performance or disbursement to court, specifically including any liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of funds held by Escrow Agent or any delay in or with respect to any other action required or requested of Escrow Agent.

18. **Miscellaneous.**

a. ***Modification; Entire Agreement Expressed.*** No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by both parties. This constitutes the entire agreement between the parties. Neither party shall be bound by any terms, conditions, statements, or representatives, oral or written, not herein contained.

b. ***Modifications.*** This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify, or discharge this Agreement in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification, or discharge is sought.

- c. **Entire Agreement.** This Agreement, including the exhibits and schedules hereto, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.
- d. **Further Assurances.** Each party agrees to execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate the Transaction.
- e. **Counterparts.** This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.
- f. **Electronic Signatures.** In order to expedite the Transaction, electronic and/or digital signature technology (i.e., DocuSign) may be used in place of original signatures on this Agreement. Seller and Purchaser intend to be bound by the signatures on the electronic document, are aware that the other party will rely on the electronic and/or digital signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.
- g. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect; provided that the invalidity or unenforceability of such provision does not materially adversely affect the benefits accruing to any party hereunder.
- h. **Applicable Law.** To the maximum extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to any such laws that would permit the application of any other State's laws. Seller and Purchaser agree that the provisions of this Section 18h shall survive the Closing or any termination of this Agreement.
- i. **No Third Party Beneficiary.** The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.
- j. **Captions.** The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.
- k. **Construction.** The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.
- l. **Recordation.** This Agreement may not be recorded by any party without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. The provisions of this Section 18l shall survive the Closing or any termination of this Agreement.

m. **No Offer.** Seller's and Purchaser's delivery of unsigned copies of this Agreement is solely for the purpose of review by Seller and Purchaser, and neither the delivery nor any prior communications between the parties, whether oral or written, shall in any way be construed as an offer by Seller and Purchaser, nor in any way imply that Seller and Purchaser is under any obligation to enter the Transaction which is the subject of this Agreement.

n. **Waiver of Trial by Jury.** TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

o. **No Implied Waivers.** No failure or delay of either party in the exercise of any right or remedy given to such party hereunder or the waiver by any party of any condition under this Agreement for its benefit (unless the time specified in this Agreement for exercise of such right or remedy has expired) shall constitute a waiver of any other or further right or remedy nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or any other right or remedy. No waiver by either party of any breach under this Agreement or failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent breach, failure or refusal to so comply.

p. **Broker.** Seller represents and warrants to Purchaser, and Purchaser represents and warrants to Seller, that no broker or finder has been engaged by it, respectively, in connection with the Agreement.

q. **[Intentionally Omitted.]**

r. **Time is of the Essence.** Time is of the essence with respect to the performance of all obligations provided herein and the consummation of all transactions contemplated hereby.

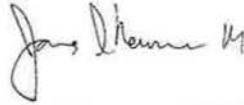
s. **Confidentiality.** Except as otherwise permitted in this Section 18s, Seller and Purchaser will each maintain the confidentiality of the terms of (i) this Agreement, (ii) the transaction contemplated hereby, and (iii) all transaction-related documents, except that either party may disclose this Agreement to (1) its attorneys, lenders, investors, consultants, or advisors, (2) any Governmental Authority having jurisdiction over the Property, and (3) to any person or Governmental Authority if disclosure is required by law or by regulatory or judicial process. Seller agrees that it shall not (x) solicit or entertain bids, (y) enter into any negotiation or discussion, or (z) enter into any agreement regarding the sale or lease of the Real Property at any time during which this Agreement is in effect.

[Remainder of Page Left Intentionally Blank; Signature Page(s) to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SELLER:

SOUTH CAROLINA STATE PORTS AUTHORITY



By: _____
James I. Newsome, III
Chief Executive Officer

PURCHASER:

SAXUM INVESTMENT COMPANY, LLC

By: _____
Name: _____
Its: _____

Attached Exhibits:

Exhibit A: Map and Site Plan
Exhibit b: Construction Infrastructure Specifications

JOINDER OF ESCROW AGENT:

Escrow Agent executes this Agreement in order to confirm that Escrow Agent has received the Initial Earnest Money and to acknowledge the escrow provisions in this Agreement, including that Escrow Agent shall fulfill the duties and obligations of the Escrow Agent as set forth by the express provisions of this Agreement. Escrow Agent's signature is not required to create a binding and bilateral (between Seller and Purchaser) agreement nor to amend this Agreement.

ROYAL ABSTRACT NATIONAL LLC

By: _____
Name: _____
Date: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

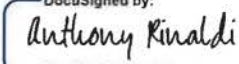
SELLER:

SOUTH CAROLINA STATE PORTS AUTHORITY

By: _____
James I. Newsome, III
Chief Executive Officer

PURCHASER:

SAXUM INVESTMENT COMPANY, LLC

DocuSigned by:

By: _____
Name: Anthony Rinaldi
Its: Managing Principal

Attached Exhibits:

Exhibit A: Map and Site Plan
Exhibit b: Construction Infrastructure Specifications

JOINDER OF ESCROW AGENT:

Escrow Agent executes this Agreement in order to confirm that Escrow Agent has received the Initial Earnest Money and to acknowledge the escrow provisions in this Agreement, including that Escrow Agent shall fulfill the duties and obligations of the Escrow Agent as set forth by the express provisions of this Agreement. Escrow Agent's signature is not required to create a binding and bilateral (between Seller and Purchaser) agreement nor to amend this Agreement.

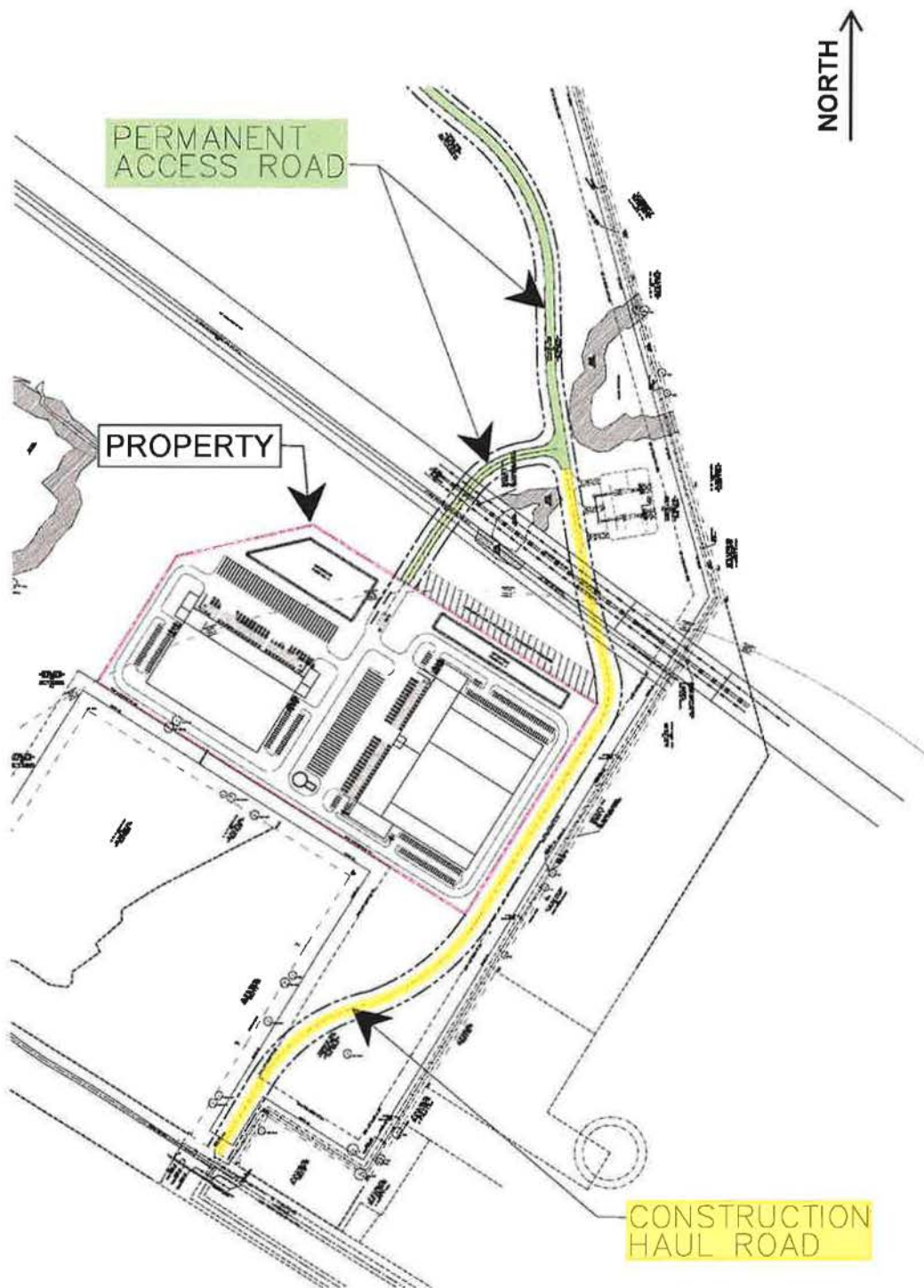
ROYAL ABSTRACT NATIONAL LLC

By: _____
Name: _____
Date: _____

Exhibit A

Map and Site Plan

[see following pages]



COLD STORAGE FACILITY SITE PLAN

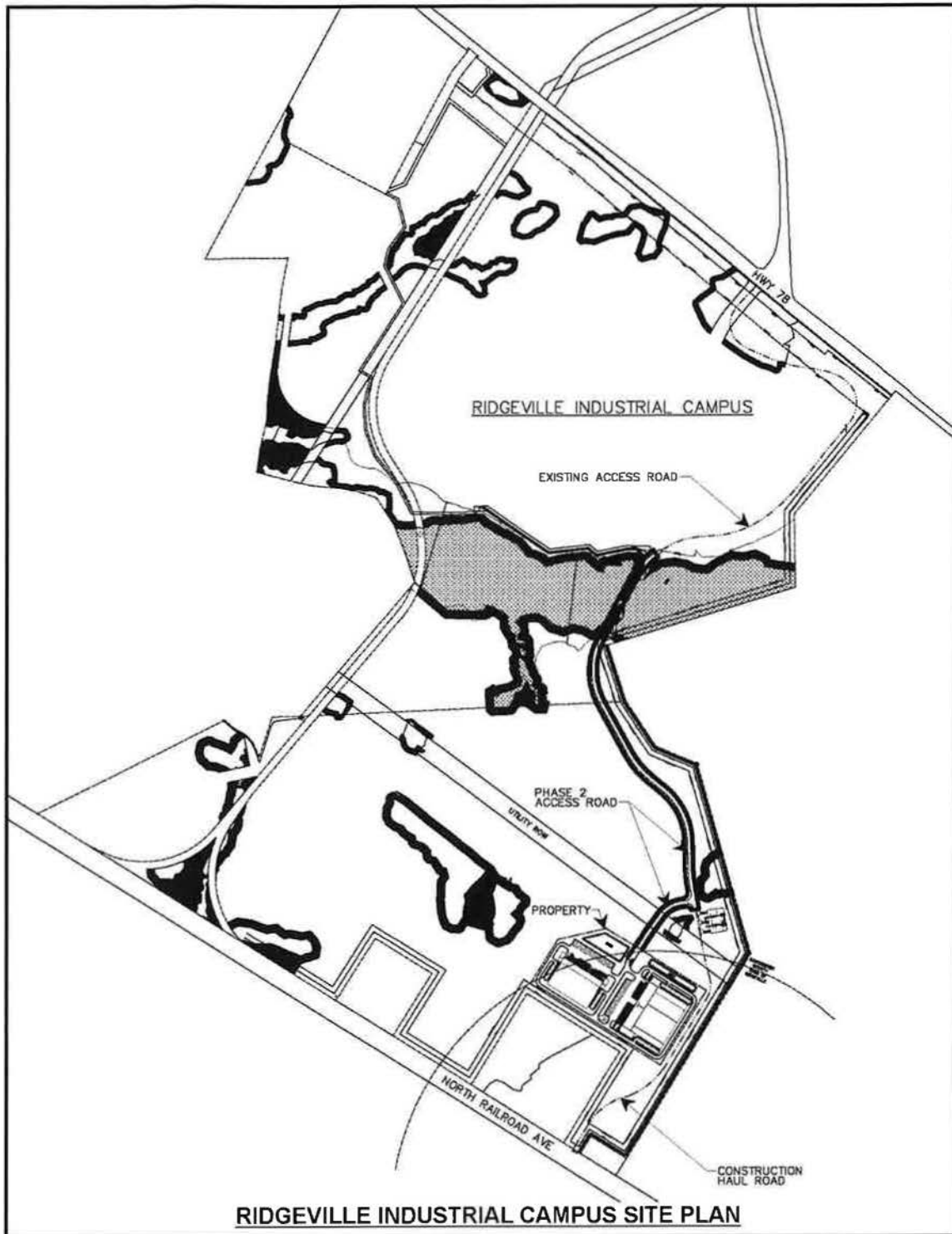


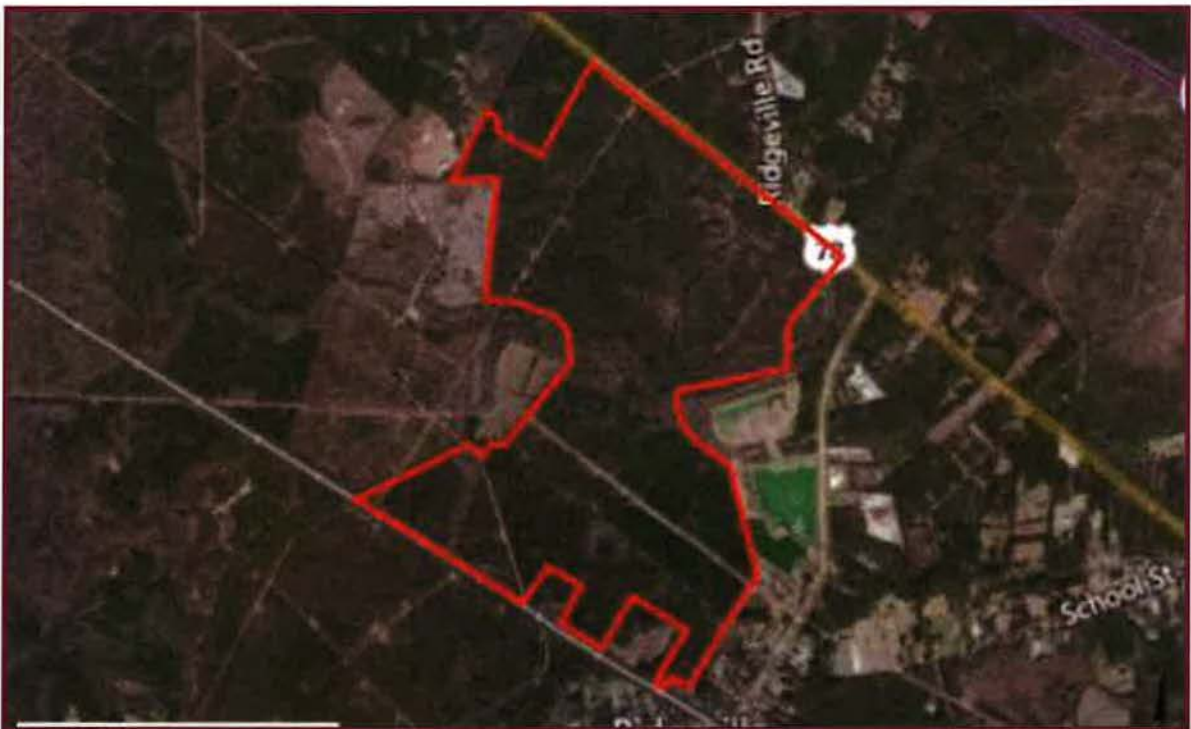
Exhibit B

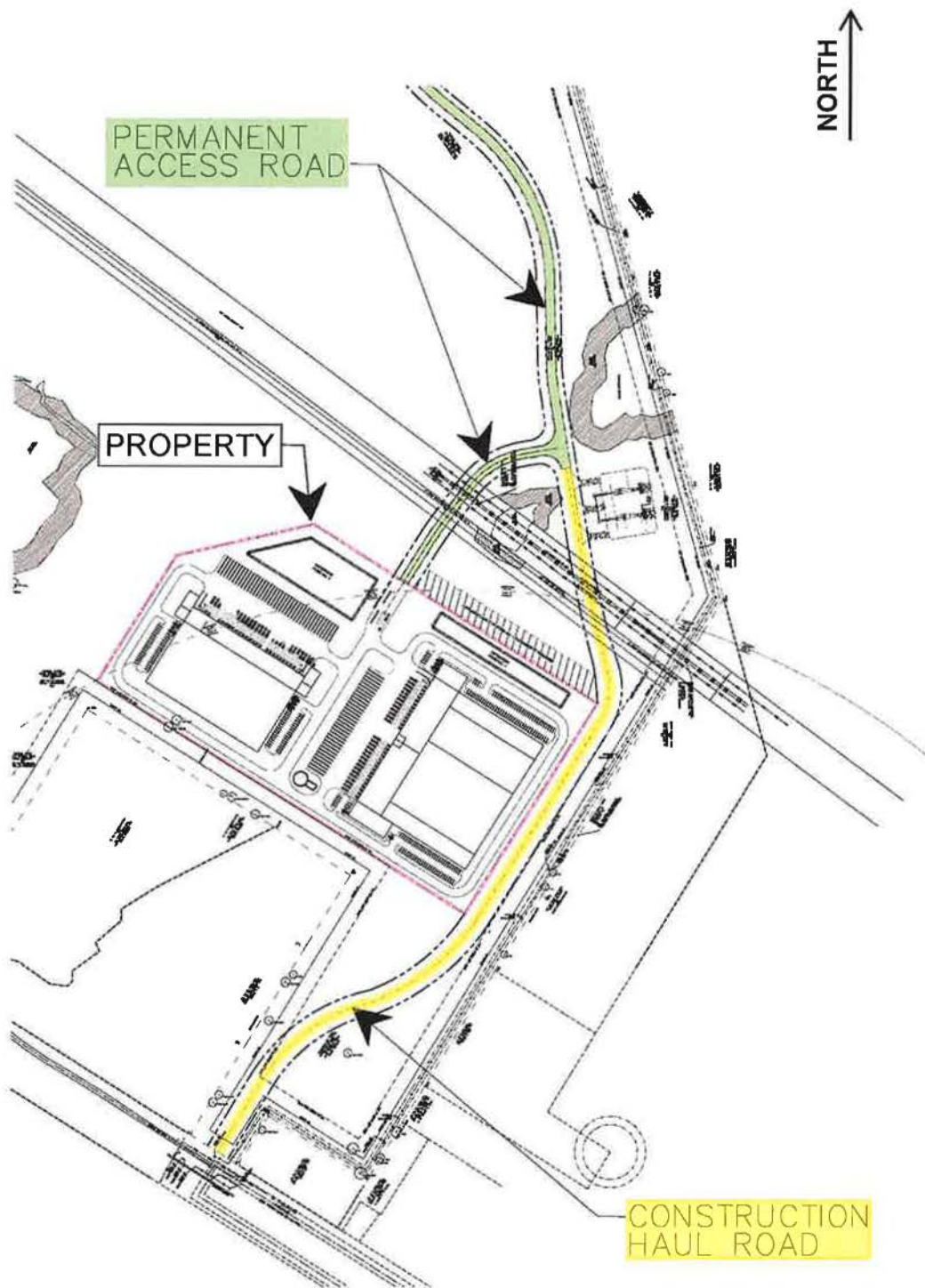
Construction Infrastructure Specifications

1. Temporary (construction) water: 2-inch water line from a flush hydrant
2. Temporary (construction) electricity per building: 2000 kw, 3 phase, 60 cycles
3. Construction Haul Road: Must be constructed to support and withstand the movement of trucks used in the construction of, and potential operation of, the Initial Use, including without limitation, concrete mixer trucks, and 53' wide load tractor trailers hauling construction equipment, including cranes and steel used in construction, with minimal deterioration. Must have access from North Railroad Avenue. The final design of the Construction Haul Road shall be approved by Purchaser.

EXHIBIT D

DORCHESTER COUNTY TAX MAP #087-00-00-096, 097, & 113, 097-00-00-002 & 010, & 086-00-00-024





COLD STORAGE FACILITY SITE PLAN

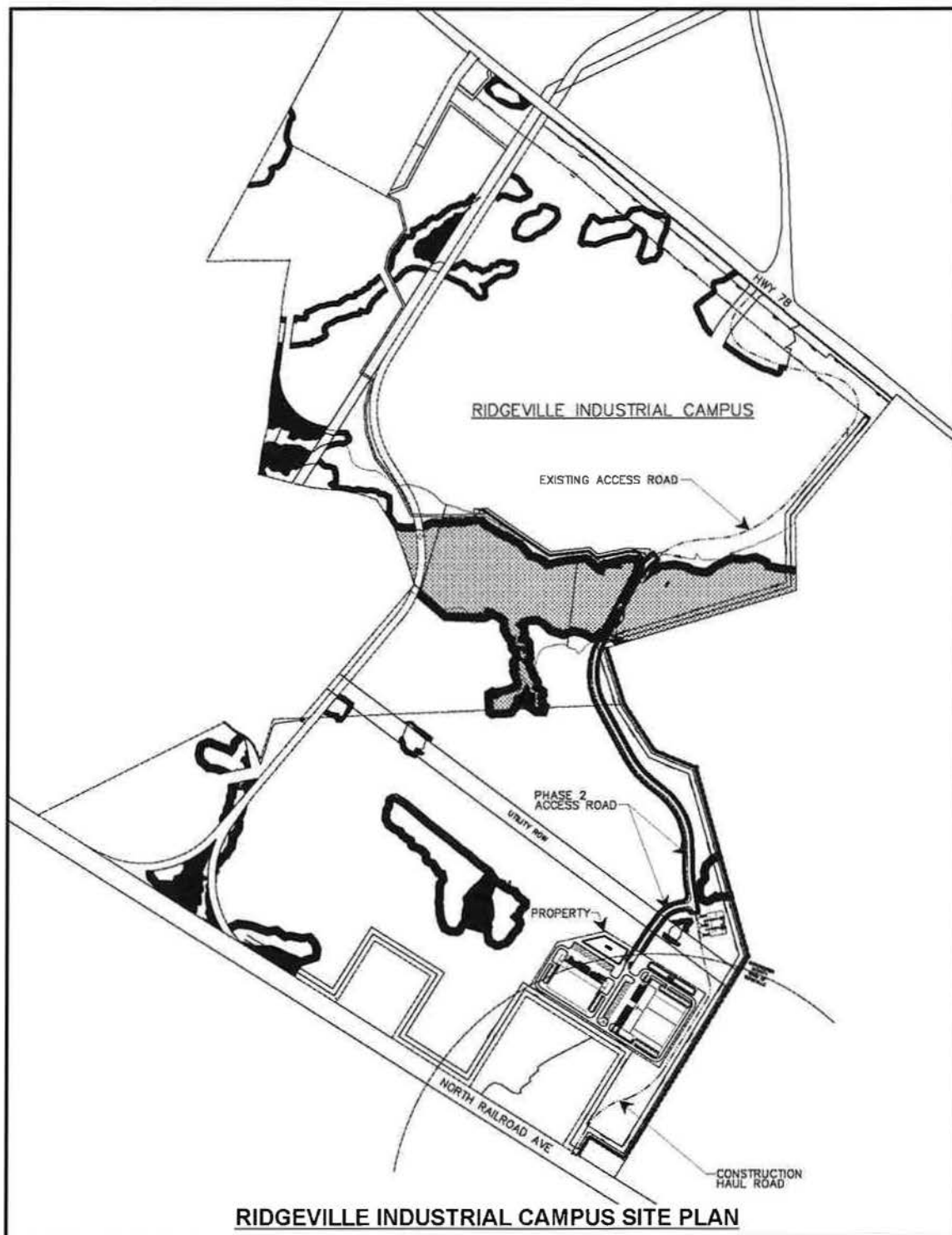


EXHIBIT E

MARGARET L BAILEY
DORCHESTER COUNTY
REGISTER OF DEEDS

201 Johnston Street ~ Saint George, SC 29477 (843) 563-0181

*** THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE ***



Instrument #: 2018015639

Receipt Number: 47845

Return To: HAYNSWORTH SINKLER BOYD

Recorded As: DEED

Recorded On: June 27, 2018

Recorded At: 04:03:19 PM

Received From: HAYNSWORTH SINKLER BOYD

Recorded By: CB

Parties:

Book/Page: RB 11425: 91 - 101

Direct- MWV RIDGEVILLE LLC

Total Pages: 11

Indirect- SOUTH CAROLINA STATE PORTS

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee: \$16.00

Consideration: \$16,200,000.00

County Tax: \$17,820.00

State Tax: \$42,120.00

Tax Charge: \$59,940.00



Margaret Bailey

Margaret Bailey - Register of Deeds

Recording requested by and
when recorded mail to:

Willoughby & Hoefler, P.A.
151 Meeting Street
Charleston, SC 29401

FILED/RECORDED
June 27, 2018
DORCHESTER COUNTY
REGISTER OF DEEDS

SOUTH CAROLINA LIMITED WARRANTY DEED

COUNTY: DORCHESTER

TAX MAP NOS.: 087-00-00-096, 087-00-00-097, 097-00-00-002 and 097-00-00-010

DATE: June 27, 2018

Grantor

MWV-RIDGEVILLE, LLC,
a Delaware limited liability company
201 Sigma Drive, Suite 400
Summerville, SC 29486

Grantee

**SOUTH CAROLINA STATE
PORTS AUTHORITY**
176 Concord Street
Charleston, SC 29401

The designation Grantor and Grantee as used herein shall include the named parties and their heirs, successors and assigns and shall include singular, plural, masculine, feminine or neuter as required by context.

KNOW ALL MEN BY THESE PRESENTS, that Grantor, for and in consideration of the sum of Sixteen Million Two Hundred and NO/100 Dollars (\$16,200,000.00) paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, SUBJECT TO the matters set forth below and in **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Permitted Exceptions**"), has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto Grantee, its successors and assigns, all of its right, title and interest in and to the real estate (the "**Property**") described as follows:

PARCEL ONE:

ALL that certain piece, parcel or tract of land, situate, lying and being in Dorchester County, South Carolina, measuring and containing 305.518 acres, and being more particularly shown and described as "PARCEL ONE MWV-RIDGEVILLE LLC TMS #087-00-00-096.000 ZONED: I (DORCHESTER CO.) 305.518 ACRES" on that certain plat entitled "CORRECTIVE PLAT OF THE RE-SURVEY OF PARCEL ONE (305.518 Ac.), PARCEL TWO (256.359 Ac.), PARCEL THREE (322.494 Ac.), & PARCEL FOUR (55.902 Ac.)", dated January 23, 2018, prepared by Thomas & Hutton, and recorded in the Office of the Register of Deeds for Dorchester County on February 13, 2018, in Plat Cabinet M, at Page 134.

LESS AND EXCEPT that portion of land containing 0.11 acres, more or less, and shown as "Area of Acquisition" on that Exhibit "A" attached to that Deed from Grantor to Dorchester County, South Carolina, dated March 29, 2018, and recorded June 14, 2018, in the Office of the Register of Deeds for Dorchester County, South Carolina, in Book 11402, Page 280.

Being a portion of the property conveyed to Grantor herein by Deed of MWV Community Development and Land Management, LLC, a Delaware limited liability company,

HAYNSWORTH SINKLER BOYD, P.A.
P.O. Box 340
CHARLESTON, SC 29402

formerly known as Meadwestvaco Forestry, LLC, dated January 28, 2010, and recorded January 29, 2010, in the Office of the Register of Deeds for Dorchester County, South Carolina, in Book 7391, Page 256.

TMS No. 087-00-00-096.000

PARCEL TWO:

ALL that certain piece, parcel or tract of land, situate, lying and being in Dorchester County, South Carolina, measuring and containing 256.359 acres, and being more particularly shown and described as "PARCEL TWO MWV-RIDGEVILLE LLC TMS #087-00-00-097.000 ZONED: I (DORCHESTER CO.) 256.359 ACRES" on that certain plat entitled "CORRECTIVE PLAT OF THE RE-SURVEY OF PARCEL ONE (305.518 Ac.), PARCEL TWO (256.359 Ac.), PARCEL THREE (322.494 Ac.), & PARCEL FOUR (55.902 Ac.)", dated January 23, 2018, prepared by Thomas & Hutton, and recorded in the Office of the Register of Deeds for Dorchester County on February 13, 2018, in Plat Cabinet M, at Page 134.

TOGETHER WITH all that certain piece, parcel or lot of land, situate, lying and being in Dorchester County, South Carolina, measuring and containing 0.54 acres, and being more particularly shown and described as "PARCEL 'C-1' on that certain plat entitled, "A PLAT OF THE PROPERTY LINE ADJUSTMENT BETWEEN MWV-RIDGEVILLE LLC AND NORFOLK SOUTHERN RAILWAY COMPANY RIDGEVILLE INDUSTRIAL CAMPUS DORCHESTER COUNTY, SOUTH CAROLINA", dated May 10, 2018, by F. Elliotte Quinn III, SCPLS No. 10292 of Thomas & Hutton Engineering Co., recorded May 31, 2018, in the Office of the Register of Deeds for Dorchester County, South Carolina in Plat Book M, Page 146. Said parcel having such size, shape, dimensions, buttings and boundings as will by reference to the aforesaid plat more fully and at large appear

LESS AND EXCEPT all that certain piece, parcel or lot of land, situate, lying and being in Dorchester County, South Carolina, measuring and containing 0.53 acres, and being more particularly shown and described as "PARCEL 'A-4' on that certain plat entitled, "A PLAT OF PROPERTY LINE ADJUSTMENT BETWEEN MWV-RIDGEVILLE LLC AND NORFOLK SOUTHERN RAILWAY COMPANY RIDGEVILLE INDUSTRIAL CAMPUS DORCHESTER COUNTY, SOUTH CAROLINA", dated May 10, 2018, by F. Elliotte Quinn III, SCPLS No. 10292 of Thomas & Hutton Engineering Co., recorded May 31, 2018, in the Office of the Register of Deeds for Dorchester County, South Carolina in Plat Book M, Page 146. Said parcel having such size, shape, dimensions, buttings and boundings as will by reference to the aforesaid plat more fully and at large appear.

Being a portion of the property conveyed to Grantor herein by Deed of Pauligio, LLC, a South Carolina limited liability company, and Jate, LLC, a Maryland limited liability company, dated April 28, 2010, and recorded April 29, 2010, in the Office of the Register of Deeds for Dorchester County, South Carolina, in Book 7476, Page 188, and by Deed of Norfolk Southern Railway Company, a Virginia corporation, dated June 27, 2018 and recorded June 27, 2018, in the Office of the Register of Deeds for Dorchester County, South Carolina in Book 11425, Page 86.

TMS No. 087-00-00-097.000

PARCEL THREE:

ALL that certain piece, parcel or tract of land, situate, lying and being in Dorchester County, South Carolina, measuring and containing 322.494 acres, and being more particularly shown and described as "PARCEL THREE MWV-RIDGEVILLE LLC TMS #097-00-00-002.000 ZONED: I (DORCHESTER CO.) 322.494 ACRES" on that certain plat entitled "CORRECTIVE PLAT OF THE RE-SURVEY OF PARCEL ONE (305.518 Ac.), PARCEL TWO (256.359 Ac.), PARCEL THREE (322.494 Ac.), & PARCEL FOUR (55.902 Ac.)", dated January 23, 2018, prepared by Thomas & Hutton, and recorded in the Office of the Register of Deeds for Dorchester County on February 13, 2018, in Plat Cabinet M, at Page 134.

Being a portion of the property conveyed to Grantor herein by Deed of MWV Community Development and Land Management, LLC, a Delaware limited liability company, formerly known as Meadwestvaco Forestry, LLC, dated January 28, 2010, and recorded January 29, 2010, in the Office of the Register of Deeds for Dorchester County, South Carolina, in Book 7391, Page 256.

TMS No. 097-00-00-002.000

PARCEL FOUR:

ALL that certain piece, parcel or tract of land, situate, lying and being in Dorchester County, South Carolina, measuring and containing 55.902 acres, and being more particularly shown and described as "PARCEL FOUR MWV-RIDGEVILLE LLC TMS #097-00-00-010.000 ZONED: NC (RIDGEVILLE) 55.902 ACRES" on that certain plat entitled "CORRECTIVE PLAT OF THE RE-SURVEY OF PARCEL ONE (305.518 Ac.), PARCEL TWO (256.359 Ac.), PARCEL THREE (322.494 Ac.), & PARCEL FOUR (55.902 Ac.)", dated January 23, 2018, prepared by Thomas & Hutton, and recorded in the Office of the Register of Deeds for Dorchester County on February 13, 2018, in Plat Cabinet M, at Page 134.

Being a portion of the property conveyed to Grantor herein by Deed of MWV Community Development and Land Management, LLC, a Delaware limited liability company, formerly known as Meadwestvaco Forestry, LLC, dated January 28, 2010, and recorded January 29, 2010, in the Office of the Register of Deeds for Dorchester County, South Carolina, in Book 7391, Page 256.

TMS No. 097-00-00-010.000

Address of Grantee: 176 Concord Street
Charleston, SC 29401

SUBJECT TO THE LIMITED WARRANTY SET FORTH BELOW, THE PROPERTY BEING CONVEYED BY THIS DEED IS BEING CONVEYED "AS-IS". FUTURE PURCHASERS ARE NOTIFIED THAT GRANTOR IS NOT RESPONSIBLE FOR ANY DEVELOPMENT OR OTHER IMPROVEMENTS SUBSEQUENTLY CONSTRUCTED ON THE PROPERTY BY GRANTEE OR BY GRANTEE'S SUCCESSORS OR ASSIGNS.

NOTICE: THIS PROPERTY IS SUBJECT TO DECLARATION OF RESTRICTIVE COVENANTS RECORDED AT BOOK 9914, PAGES 134-212 IN THE LAND RECORDS FOR DORCHESTER COUNTY.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the Property belonging or in any way incident or appertaining, including, but not limited to, all improvements of any nature located on the Property and all easements and rights-of-way appurtenant to the Property.

TO HAVE AND TO HOLD all and singular the Property unto Grantee and Grantee's heirs successors and assigns in fee simple forever.

And, **SUBJECT TO** the Permitted Exceptions, Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns against Grantor and each of Grantor's successors and assigns, lawfully claiming, or to claim, the same or any part thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has caused this Limited Warranty Deed to be executed under seal this 22 day of June, 2018.

Signed, sealed, and delivered
in the presence of:

[Signature]
Witness
[Signature]
Witness

MWV-RIDGEVILLE, LLC,
a Delaware limited liability company [SEAL]

WestRock – Charleston Development Holdings, LLC
Sole Member

By: [Signature]
Name: James H. Hill
Its: Senior Vice President

FILED/RECORDED
June 27, 2018
DORCHESTER COUNTY
REGISTER OF DEEDS

STATE OF SOUTH CAROLINA)

COUNTY OF BERKELEY)

ACKNOWLEDGMENT

On this 22 day of June, 2018, before me personally appeared the within named James H. Hill, Senior Vice President of WestRock-Charleston Development Holdings, LLC, Sole Member of MWV-Ridgeville, LLC, a Delaware limited liability company, who acknowledged to me that he executed the foregoing instrument, and who is personally known to me, or who has proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.



Laura E. Sennett
NOTARY PUBLIC
State of South Carolina
My Commission Expires
October 27, 2018

[Signature]
Signature of Notary Public
Printed Name: LAURA SENNETT
Notary Public for South Carolina
My commission expires: 10.27.2018

EXHIBIT A

Permitted Exceptions

1. Declaration of Protective Covenants, Conditions and Restrictions for Ridgeville Industrial Campus dated October 13, 2016, and recorded October 21, 2016, in Book 10488 at page 194, in the ROD Office for Dorchester County, South Carolina; as affected by Partial Release dated December 14, 2016, and recorded December 14, 2016, in Book 10570, at page 19; as amended by First Amendment to Declaration of Protective Covenants, Conditions and Restrictions for Ridgeville Industrial Campus dated February 27, 2017, and recorded February 28, 2017, in Book 10680, at page 113; as amended by Second Amendment to Declaration of Protective Covenants, Conditions and Restrictions for Ridgeville Industrial Campus dated August 23, 2017, and recorded August 24, 2017, in Book 10966, at page 30; and as amended by that Third Amendment to Declaration of Protective Covenants, Conditions and Restrictions for Ridgeville Industrial Campus recorded simultaneously herewith.
2. Development Agreement by and between Dorchester County, South Carolina and MW-Ridgeville, LLC, dated July 21, 2014, and recorded July 22, 2014, in Book 9363 at page 1, in the ROD Office for Dorchester County, South Carolina; as amended by First Amendment to Development Agreement dated February 27, 2017, and recorded February 28, 2017, in Book 10680, at page 105; as assigned to Dorchester County, South Carolina by Partial Assignment and Assumption of Obligations Under Development Agreement dated December 14, 2016, and recorded December 14, 2016, in Book 10570, at page 24; as assigned to Green Hills Land Holding, LLC, a South Carolina limited liability company by Partial Assignment and Assumption of Obligations Under Development Agreement dated December 14, 2016, and recorded December 20, 2016, in Book 10581, at page 161; as assigned to Edisto Electric by Partial Assignment and Assumption of Obligations Under Development Agreement dated August 23, 2017, and recorded August 24, 2017, in Book 10966, at page 41; as amended by that Second Amendment to Development Agreement recorded simultaneously herewith.
3. The Declaration of Restrictive Covenants recorded September 17, 2015, in Book 9914, Page 134, in the Office of the Register of Deeds for Dorchester County, South Carolina.
4. Liens for taxes (excluding, roll-back taxes), assessments, both general and special, and other governmental charges that are not yet due and payable.
5. Building codes and zoning ordinances and other laws, ordinances, regulations, rules, orders or determinations of any federal, state, county, municipal or other governmental authority heretofore, now or hereafter enacted, made or issued by any such authority affecting the Property.
6. Rights of riparian landowners for the use and the continued flow of the streams and creeks running over, upon, and through the Property, if any.
7. All minerals located upon or under the Property heretofore excepted or reserved by any person;
8. Development and use restrictions and conditions imposed by federal, state, and local laws with respect to those portions of the Property designated as "wetlands," if any.
9. All matters, restrictions and general notes depicted or shown on that plat entitled, "CORRECTIVE PLAT OF THE RE-SURVEY OF PARCEL ONE (305.518 Ac.), PARCEL TWO (256.359 Ac.), PARCEL THREE (322.494 Ac.), & PARCEL FOUR (55.902 Ac.)", dated January 23, 2018, prepared by Thomas & Hutton, and recorded in the Office of the Register of Deeds for Dorchester County on February 13, 2018, in Plat Cabinet M, at Page 134, to include the following:
 - a) 300' T.O.D. Line
 - b) Ex. 10' Home Telecom & Edisto Electric Coop. Utility Easement (D.B. 10546, Pgs 252 & 261)
 - c) Future Road R/W & Temporary Ingress/Egress Access Esmt. (P.B.M, PG. 111)
 - d) Existing Ingress/Egress Access Esmt. (P.B. M, PG. 111)
 - e) Existing 20' DCWS Utility Easement (P.B. M, PG 111)

- f) Existing 30' Drainage Esmt. (D.B. 5702 Pg. 89)
 - g) Centerline Timothy Creek
 - h) 125' SCE&G Right of Way
 - i) 15' SCE&G Gas Easement (D.B. 9403, PG.'s 197 & 202)
 - Future Road & General Utility Easement (D.B. 10570, PGs 9 & 14)
 - j) Ex. 30' Edisto Electric Coop. & Home Telephone Company Utility Easement (P.B. M PG. 127)
 - k) 100' S.C. P.S.A. Right of Way
 - l) Ex. 10' Home Telecom & Edisto Electric Coop. Utility Easement (D.B. 10546, Pgs 252 & 261)
 - m) North Railroad Avenue (R/W Undetermined)(County Maintained)
 - n) SCE&G Overhead Power Line & (N/F) Carolina Gas Transmission Corporation Underground Gas Line Run Along East Side of the Road (Easement Documents Not Found)
 - o) Gas Line
 - p) Overhead Power Line
10. Terms and Conditions of that certain unrecorded Master Development and Utility Agreement by and between South Carolina Electric & Gas Company, a South Carolina corporation and MWV Community Development, Inc., a Delaware corporation, dated April 15, 2013;
 11. Jurisdiction of the U.S. Corps of Engineers with respect to any portion of the property which may constitute wetlands or navigable waters and any regulations imposed on the insureds premises by the Coastal Division of DHEC and/or the Water Resources Division of the Department of Natural Resources.
 12. Any right, title or interest of anyone whomever in any of the land below the mean high water mark or below the spring tide flood water boundary, marsh (whether salt or fresh), lagoon, man-made canal, swamp areas, or any tidal area below the mean high water mark, or the spring tide flood water boundary, or to any such areas as may be claimed by or over which jurisdiction is asserted by any local, state or national governmental entity or quasi-governmental entity. The Company does not insure riparian rights, nor does it insure title to the portion of the land which lies below the mean high water mark of rivers, creeks or ocean, nor title to any portion of the land that may be accreted as defined in the Coastal Tidelands and Wetlands Act, Section 48-39-10 et seq. of the South Carolina Code of Laws, 1976, as amended.
 13. Unrecorded easements, and rights of way for 1) existing roads (public or private); 2) railroads; and 3) public utility lines running through, over or across the land.
 14. Easement to South Carolina Electric & Gas Company from MWV-Ridgeville, LLC, a Delaware limited liability company, dated June 12, 2014, and recorded August 20, 2014, in Book 9403, at page 202, in the ROD Office for Dorchester County.
 15. Easement to South Carolina Electric & Gas Company, a South Carolina corporation from James C Thrower dated May 4, 1984, and recorded April 25, 1985, in Book 536, at page 454, in the ROD Office for Dorchester County.
 16. Communications System Right-of-Way Easement Agreement to Home Telephone Company, Inc., and its subsidiaries, DBA Home Telecom, a corporation, by MWV-Ridgeville, LLC, a Delaware limited liability company, dated November 10, 2016, and recorded November 30, 2016, in Book 10546, at page 252, in the ROD Office for Dorchester County.
 17. Power Line Easement Agreement (Distribution) to Edisto Electric Cooperative, Inc. from MWV-Ridgeville, LLC, a Delaware limited liability company, dated November 10, 2016, and recorded November 30, 2016, in Book 10546, at page 261, in the ROD Office for Dorchester County.
 18. Right of Way Agreement to South Carolina Natural Gas Company from Claire J. Thrower dated August 22, 1953, and recorded October 20, 1953, in Book 107, at page 47; as affected by Damage Release dated February 3, 1953, and recorded February 5, 1954, in Book 107, at page 200, in the ROD Office for Dorchester County.

19. Right of Way to South Carolina Public Service Authority from Claire J. Thrower dated August 13, 1982, and recorded October 11, 1982, in Book 474, at page 182, in the ROD Office for Dorchester County.
20. Grant of 30 Foot Drainage Easement to D&A, LLC by Throwerwood, LLC and Robert O. Collins dated as of November 15, 2006, and recorded November 16, 2006, in Book 5702, at page 089, in the ROD Office for Dorchester County.
21. Electric and Gas Easement to South Carolina Electric & Gas Company, a South Carolina corporation from MWV Community Development and Land Management, LLC, a Delaware limited liability company, dated as of January 30, 2018, and recorded February 5, 2018, in Book 11208, at page 287, in the ROD Office for Dorchester County.
22. Electric and Gas Easement to South Carolina Electric & Gas Company, a South Carolina corporation from MWV Community Development and Land Management, LLC, a Delaware limited liability company, dated as of March 6, 2018, and recorded March 15, 2018, in Book 11262, at page 107, in the ROD Office for Dorchester County.
23. Right of Way to South Carolina Public Service Authority from James C. Thrower dated August 13, 1982, and recorded October 11, 1982, in Book 474, at page 184, in the ROD Office for Dorchester County.
24. Grant of Access and General Utility Easement to the County of Dorchester from MWV-Ridgeville, LLC, a Delaware limited liability company, dated December 14, 2016, and recorded December 14, 2016, in Book 10570, at page 9, in the ROD Office for Dorchester County.
25. Grant of Access and General Utility Easement to Green Hills Land Holding, LLC, a South Carolina limited liability company from MWV-Ridgeville, LLC, a Delaware limited liability company, dated December 14, 2016, and recorded December 14, 2016, in Book 10570 at page 14, in the ROD Office for Dorchester County.
26. Electric and Gas Easement to South Carolina Electric & Gas Company from MWV Community Development and Land Management, LLC, a Delaware limited liability company, dated as of March 6, 2018, and recorded March 15, 2018, in Book 11262, at page 101, in the ROD Office for Dorchester County.
27. Terms and conditions of that certain Exchange Agreement by and between MWV-Ridgeville, LLC and Norfolk Southern Railway Company, a Virginia corporation, dated April 24, 2018.
28. Easement to South Carolina Power Company from Southern Railway Company dated April 16, 1941, and recorded May 31, 1941, in Book 76, at page 500, in the ROD Office for Dorchester County.
29. Easement to South Carolina Power Company from L.E. Miller and W. J. Colvin dated August 6, 1945, and recorded December 29, 1945, in Book 85, at page 538, in the ROD Office for Dorchester County.
30. Transmission Line Easement and Right-of-Way to South Carolina Electric and Gas Company, a corporation, from West Virginia Pulp and Paper Company, dated January 24, 1951, and recorded February 22, 1951, in Book 100, at page 179, in the ROD Office for Dorchester County.
31. Grant of Natural Gas Line Easement and Right-of-Way to South Carolina Natural Gas Company from West Virginia Pulp and Paper Company, a corporation, dated September 11, 1953, and recorded November 17, 1953, in Book 106, at page 249, in the ROD Office for Dorchester County.
32. Pipe Line Easement to S.C. Electric & Gas Company from Westvaco Corporation (formerly West Virginia Pulp and Paper Company) dated June 28, 1983, and recorded August 17, 1983, in Book 495, at page 110; as affected by Receipt for Right of Way Payment dated August 3, 1983, and recorded August 17, 1983, in Book 495, at page 116, in the ROD Office for Dorchester County.
33. Pipe Line Easement to S.C. Electric & Gas Company from Westvaco, Corporation, dated as of September 7, 1984, and recorded December 1, 1984, in Book 527, at page 77, in the ROD Office for Dorchester County.
34. Power Line Easement to South Carolina Public Service Authority from Westvaco Corporation (formerly West Virginia Pulp & Paper Company), a Delaware corporation dated September 17,

- 1982, and recorded February 15, 1983, in Book 483, at page 55, in the ROD Office for Dorchester County.
35. Rights of the railroad company and other interested parties in and to the use of said railroad track and any easements associated therewith.
 36. Attention is drawn to the fact that the line of subject property abuts Norfolk Southern Railway Railroad Line. Right of access is limited to those crossings delineated on plat prepared for MWV-Ridgeville, LLC dated January 23, 2018, recorded February 13, 2018, in Plat Book M at page 134, in the ROD Office for Dorchester County.
 37. Portion of subject property embraced within the bounds of a 50' R/W CO. RD. Railroad Ave. and/or Existing 25' Road, as shown on plat of survey made by Richard J. Rhode, Surveyor, dated February 11, 2004, and recorded March 23, 2014, in Plat Book K at page 94, in the ROD Office for Dorchester County.
 38. Natural Gas Easement to South Carolina Electric & Gas Company, a South Carolina corporation, dated as of June 25, 2014, and recorded August 20, 2014, in Book 9403, at page 197, in the ROD Office for Dorchester County.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred being County Tax Map Numbers 087-00-00-096, 087-00-00-097, 097-00-00-002 and 097-00-00-010, was transferred by MWV-Ridgeville, LLC, a Delaware limited liability company, to South Carolina State Ports Authority on June 27, 2018.
3. Check one of the following: The deed is
 - (a) ☒ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) ☐ exempt from the deed recording fee because (See Information section of affidavit):
(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ☐ or No ☐

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):
 - (a) ☒ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$16,200,000.00.
 - (b) ☐ The fee is computed on the fair market value of the realty which is _____
 - (c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check Yes ☐ or No ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____
6. The deed recording fee is computed as follows:

(a)	Place the amount listed in item 4 above here:	\$16,200,000.00
(b)	Place the amount listed in item 5 above here:	\$0.00
	(If no amount is listed, place zero here.)	
(c)	Subtract Line 6(b) from Line 6(a) and place result here:	\$16,200,000.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$59,940.00.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to and subscribed before me this
22 day of June, 2018.


Notary Public for South Carolina

Notary (printed name): LAURA SENNETT
My Commission Expires: 10-27-2018

MWV-RIDGEVILLE, LLC,
a Delaware limited liability company

By: WestRock-Charleston Development Holdings, LLC
Its: Sole Member


By: James H. Hill
Its: Senior Vice President



Laura E. Sennett
NOTARY PUBLIC
State of South Carolina
My Commission Expires
October 27, 2018

MARGARET L BAILEY
DORCHESTER COUNTY
REGISTER OF DEEDS

201 Johnston Street ~ Saint George, SC 29477 (843) 563-0181

*** THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE ***



Instrument #: 2018015637

Receipt Number: 47844

Return To: HAYNSWORTH SINKLER BOYD

Recorded As: DEED

Recorded On: June 27, 2018

Recorded At: 04:00:37 PM

Received From: HAYNSWORTH SINKLER BOYD

Recorded By: CB

Parties:

Book/Page: RB 11425: 81 - 85

Direct- MWV RIDGEVILLE LLC

Total Pages: 5

Indirect- NORFOLD SOUTHERN RAILWAY

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee: \$10.00

Exempt
Tax Charge: \$0.00



Margaret Bailey

Margaret Bailey - Register of Deeds

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

QUIT CLAIM DEED

FILED/RECORDED
June 27, 2018
DORCHESTER COUNTY
REGISTER OF DEEDS

KNOW ALL MEN BY THESE PRESENTS that **MWV-RIDGEVILLE, LLC**, a Delaware limited liability company ("**Grantor**"), in consideration of the sum of TEN DOLLARS (\$10.00) and no other good and valuable consideration to it in hand paid, at and before the sealing and delivery hereof, by **NORFOLK SOUTHERN RAILWAY COMPANY**, a Virginia corporation ("**Grantee**"), the receipt and sufficiency of which is hereby acknowledged, has remised, released and forever quitclaimed, and by these presents does remise, release and forever quitclaim unto the said Grantee, its successors and assigns forever, all right, title and interest of Grantor in and to that certain parcel of land lying and being in Dorchester County, South Carolina, as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Premises**");

Grantee's Address: Three Commercial Place
 Norfolk, VA 23510

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the Premises unto the said Grantee, the Grantee's Successors and Assigns forever so that neither the said Grantor nor Grantor's Successors and Assigns, nor any other person or persons, claiming under the said Grantor and Grantor's Successors and Assigns, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid Premises or Appurtenances, or any part or parcel thereof, forever.

[SIGNATURE PAGE FOLLOWS]

WITNESS Grantor's Hand and Seal, this 22 day of JUNE, 2018.

Signed, sealed, and delivered
in the presence of:

Witness

Witness

MWV-RIDGEVILLE, LLC,
a Delaware limited liability company

By: WestRock-Charleston Development Holdings, LLC
Its: Sole Member

By: James H. Hill
Name: James H. Hill
Its: Senior Vice President

FILED/RECORDED
June 27, 2018
DORCHESTER COUNTY
REGISTER OF DEEDS

STATE OF SOUTH CAROLINA)

COUNTY OF BERKELEY)

ACKNOWLEDGMENT

On this 22 day of JUNE, 2018, before me personally appeared the within named James H. Hill, Senior Vice President of WestRock-Charleston Development Holdings, LLC, sole member of MWV-Ridgeville, LLC, a Delaware limited liability company, who acknowledged to me that he executed the foregoing instrument, and who is personally known to me, or who has proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.



Laura E. Sennett
NOTARY PUBLIC
State of South Carolina
My Commission Expires
October 27, 2018

Signature of Notary Public

Printed Name: LAURA SENNETT

Notary Public for South Carolina

My commission expires: 10.27.2018

Exhibit "A"

All that certain piece, parcel or lot of land, situate, lying and being in Dorchester County, South Carolina, measuring and containing 0.53 acres, and being more particularly shown and described as "PARCEL 'A-4' on that certain plat entitled, "A PLAT OF PROPERTY LINE ADJUSTMENT BETWEEN MWV-RIDGEVILLE LLC AND NORFOLK SOUTHERN RAILWAY COMPANY RIDGEVILLE INDUSTRIAL CAMPUS DORCHESTER COUNTY, SOUTH CAROLINA", dated May 10, 2018, by F. Elliotte Quinn III, SCPLS No. 10292 of Thomas & Hutton Engineering Co., recorded May 31, 2018, in the Office of the Register of Deeds for Dorchester County, South Carolina in Plat Book M, Page 146. Said parcel having such size, shape, dimensions, buttings and boundings as will by reference to the aforesaid plat more fully and at large appear.

Portion of TMS No.: 087-00-00-097

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred being a portion of County Tax Map Number 087-00-00-097, was transferred by MWV-Ridgeville, LLC, a Delaware limited liability company to Norfolk Southern Railway Company, a Virginia corporation on June 27, 2018.
3. Check one of the following: The deed is
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) X exempt from the deed recording fee because (See Information section of affidavit): Exemption #1
(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

less than \$100.-
If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes or No

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____.
 - (b) _____ The fee is computed on the fair market value of the realty which is _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____.
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: \$0.00
 - (b) Place the amount listed in item 5 above here: \$0.00
(If no amount is listed, place zero here.)
 - (c) Subtract Line 6(b) from Line 6(a) and place result here: \$0.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$N/A.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to and subscribed before me this
22 day of June, 2018.

Laura E. Sennett
Notary Public for South Carolina
Notary (printed name) LAURA SENNETT
My Commission Expires: 10-27-2018

MWV-RIDGEVILLE, LLC,
a Delaware limited liability company

By: WestRock-Charleston Development Holdings, LLC
Its: Sole Member

By: James H. Hill
Name: James H. Hill
Its: Senior Vice President



Laura E. Sennett
NOTARY PUBLIC
State of South Carolina
My Commission Expires
October 27, 2018

MARGARET L BAILEY
DORCHESTER COUNTY
REGISTER OF DEEDS

201 Johnston Street ~ Saint George, SC 29477 (843) 563-0181

*** THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE ***



Instrument #: 2018015638

Receipt Number: 47844

Return To: HAYNSWORTH SINKLER BOYD

Recorded As: DEED

Recorded On: June 27, 2018

Recorded At: 04:00:38 PM

Received From: HAYNSWORTH SINKLER BOYD

Recorded By: CB

Parties:

Book/Page: RB 11425: 86 - 90

Direct- NORFOLK SOUTHERN RAILWAY COMPANY

Total Pages: 5

Indirect- MWV RIDGEVILLE LLC

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee: \$10.00

Exempt
Tax Charge: \$0.00



Margaret Bailey

Margaret Bailey - Register of Deeds

QUIT CLAIM DEED

[Signature Page Follows]