

18. Assignment: The Company may not assign this Agreement without the consent of the County in its sole discretion.

19. Savings Clause: If any covenant or clause or portion thereof be deemed unenforceable by statute or by court decision, then only that portion which is so declared unenforceable shall be unenforceable and the remainder of this Agreement shall survive in full force and effect.

20. Disclaimer and Release. As an essential inducement to the County to enter into this Agreement, the Company acknowledges, understands and agrees as of the Effective Date and as of the Closing Date as follows:

THE PROPERTY IS BEING SOLD IN AN "AS IS" CONDITION AND "WITH ALL FAULTS" AS OF THE EFFECTIVE DATE AND AS OF THE CLOSING DATE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE OR ARE MADE AND NO RESPONSIBILITY HAS BEEN OR IS ASSUMED BY THE COUNTY OR BY ANY DIRECTOR, OFFICER, PERSON, FIRM, AGENT OR REPRESENTATIVE ACTING OR PURPORTING TO ACT ON BEHALF OF THE COUNTY AS TO THE CONDITION OR REPAIR OF THE PROPERTY OR THE VALUE, EXPENSE OF OPERATION, OR INCOME POTENTIAL THEREOF OR AS TO ANY OTHER FACT OR CONDITION WHICH HAS OR MIGHT AFFECT THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (I) ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY OR ANY PORTION THEREOF, OR (II) THE MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE.

21. Time of the Essence. Time is of the essence with respect to all dates, deadlines, and obligations set forth in this Agreement.

22. Waiver of Trial by Jury. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date of last execution set forth below.

**COUNTY:**

**FAIRFIELD COUNTY, SOUTH CAROLINA**

By: David L. Ferguson Sr  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ATTEST:**

Sheryl M. Brown  
Clerk to County Council  
Fairfield County, South Carolina

**COMPANY:**

**TJH DESIGNS GROUP, INC.**

Thomasena J. Holloway  
By: Thomasena J. Holloway  
Its: President

**EXHIBIT A**  
**TO**  
**AGREEMENT OF PURCHASE AND SALE**  
**THE PROPERTY**

*See attached.*

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

All that certain piece, parcel or lot of land, with any improvements, situate in Fairfield County, South Carolina, consisting of 6.32 acres, more or less, identified as a "Portion of TMS # 184-0-0-71" on "Plat of Partition Survey for Primesouth, Inc.," prepared by Dennis Corporation, dated November 10, 2008, and recorded in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_.

**EXHIBIT B**

**TO**

**AGREEMENT OF PURCHASE AND SALE**

**Escrow Provisions**

1. In performing any of its duties hereunder, Escrow Agent shall not incur any liability to anyone for any damages, losses, or expenses, including, without limitation, (i) any action taken or omitted upon advice of its legal counsel given with respect to any questions relating to the duties and responsibilities of Escrow Agent under this Agreement; or (ii) any action taken or omitted in reliance upon any instrument, including any written notice or instruction provided for in this Agreement. Escrow Agent may rely upon any instrument, pursuant to clause (ii) in the preceding sentence, as being duly executed, valid, and effective, and as containing accurate information and genuine signatures.

2. Notwithstanding anything in this Agreement to the contrary, in the event of a dispute between the County and the Company arising prior to or at the time of the delivery of the Deed by Escrow Agent pursuant hereto, which dispute shall be sufficient, in the sole discretion of Escrow Agent, to justify its doing so, Escrow Agent shall be entitled to tender the Deed into the registry or custody of any court of competent jurisdiction, together with such legal pleadings as it may deem appropriate, and thereupon Escrow Agent shall be discharged from all further duties and liabilities under this Agreement. Any such legal action may be brought in such court as Escrow Agent shall determine to have jurisdiction thereof. Escrow Agent's determination of whether a dispute exists between the County and the Company shall be binding and conclusive upon all parties hereto, notwithstanding any contention that no dispute exists. All costs and expenses incurred by Escrow Agent in taking any action pursuant to this paragraph shall be covered by and paid pursuant to the indemnification of Escrow Agent contained in the following paragraph.

3. The County and the Company shall, and do hereby, jointly and severally indemnify, defend, and hold Escrow Agent harmless from, against, and in respect of: (i) any and all demands, judgments, expenses, costs, losses, injuries, or claims of any kind whatsoever whether existing on the date hereof or hereafter arising, incurred by Escrow Agent by reason of, from, or in connection with this Agreement or any action taken or not taken by Escrow Agent under or in connection with this Agreement; and (ii) any and all counsel fees, expenses, disbursements of counsel, amounts of judgments, demands, assessments, costs, fines, or penalties, and amounts paid in compromise or settlement, incurred or sustained by Escrow Agent by reason of, in connection with, or as a result of any claim, demand, action, suit, investigation, or proceeding (or any appeal thereof or relating thereto or other review thereof) incident to the matters covered by the immediately preceding clause (i).

4. If Escrow Agent shall notify the County and the Company of its desire to be relieved of any further duties and liabilities hereunder, then Escrow Agent shall deliver the Deed to a successor escrow agent designated by the County and the Company.

5. The address for the receipt of notices and other communications by Escrow Agent hereunder is as follows:

Parker Poe Adams & Bernstein, LLP  
c/o Michael E. Kozlarek  
1201 Main Street, Suite 1450  
Columbia, South Carolina 29201

## INCENTIVE AGREEMENT

This Incentive Agreement (the "**Agreement**"), effective April 23, 2012 (the "**Effective Date**"), by and between **Fairfield County, South Carolina**, a body politic and corporate and a political subdivision of the State of South Carolina (the "**County**") and **TJH Designs Group, Inc.**, a South Carolina corporation (the "**Company**").

WHEREAS, the Company is making an investment in the County consisting of expenditures for the construction of an approximately 40,000 square foot facility (the "**Facility**") and the creation of 28 or more New Full Time Jobs as defined in the South Carolina Enterprise Zone Act with healthcare benefits at the pay rates set forth in **Exhibit A** ("**Required Jobs**," together with the Facility, the "**Project**") over a three-year period commencing on the Effective Date (as defined below); and

WHEREAS, the County is authorized pursuant to Title 4, Chapter 9 of the Code of Laws of South Carolina, 1976, as amended, to enter into contracts and dispose of real property;

WHEREAS, to promote the construction of the Facility and creation of the Required Jobs and further economic development in the County, the Fairfield County Council ("**County Council**") desires to transfer certain Property (as defined below) to the Company on which the Company may locate the Project;

WHEREAS, this Agreement sets forth the respective commitments of the County and the Company; and the commitments of both the County and the Company are necessary for the construction and operation of Project and to induce the County to transfer the Property to the Company; and

NOW, THEREFORE, the Parties hereto enter into the following Agreement:

### SECTION 1. Conveyance of Property.

A. Agreement to Convey Property. The County agrees that it will deed or cause to be deeded approximately 6.32 acres of land, as identified on the attached **Exhibit B** (the "**Property**"), to the Company for the total sales price of \$1.00, due at closing on the Property, all as more fully set forth in a Purchase and Sale Agreement (the "**Purchase Agreement**") to be separately negotiated between the County and the Company. The County will execute the deed for the Property and place the deed in escrow pursuant to terms to be set forth in the Purchase Agreement. The deed will remain in escrow until the Company provides evidence of satisfaction of the Construction Conditions (as defined below) pursuant to Section 2 of this Agreement or pays to the County the Property Value (as defined below).

B. Property Value. The Property has a fair market value of \$66,000 as of the date hereof (the "**Property Value**").

C. Multi-County Industrial Park. The Property is located in a multi-county industrial park ("**Park**"). The County will use its best efforts to maintain the Property in the Park.

D. Declaration. The parties acknowledge that the Declaration of Protective Covenants, Conditions, Restrictions and Easements, attached as **Exhibit C**, related to the Property are the covenants, conditions, restrictions, reservations, easements, liens for assessments, rights of first refusal and options to which the Site is subject.

E. Due Diligence Cooperation. The County agrees to cooperate with the Company in securing for the Company a right to rely on due diligence investigations and reports obtained by the County as part of the Company's purchase and development of the Site; provided, the County makes no representations or warranties concerning the contents of any of the investigations or reports.

SECTION 2. Company Obligations. The Company shall comply with the following conditions (the “*Company Obligations*”):

A. Satisfaction of Construction Conditions. No later than six (6) months from the Effective Date the Company shall: (i) enter into a construction contract for construction of the Facility, (ii) finalize plans and specifications for the Facility and obtain all required governmental approvals with respect to the plans and specifications, (iii) obtain any other necessary governmental permits required in connection with construction of the Facility, provided however that as long as all Construction Conditions are satisfied, the Company shall not be required to obtain the actual building permit until immediately prior to the commencement of construction, and (iv) obtain a binding commitment for a construction loan (each a “*Construction Condition*” and collectively the “*Construction Conditions*”). Prior to the expiration of the 6-month period from the Effective Date, the Company shall provide written evidence to the County of satisfaction of each of the Construction Conditions.

B. Facility Completion; Creation of Required Jobs. Within three (3) years from the Effective Date (“*Completion Date*”), the Company will complete construction of the Facility and create and maintain the Required Jobs. The Company shall provide written evidence to the County at the end of the 3 year period of satisfaction of the construction of the Facility and creation and maintenance of the Required Jobs.

SECTION 3. Failure to Satisfy Company Obligations.

A. Failure to Satisfy Construction Conditions. If the Company fails to satisfy the Construction Conditions within 6 months of the Effective Date, then the County is entitled to (i) demand payment of the Property Value by the Company within thirty days of demand from the County, or (ii) remove the deed for the Property from escrow and void the deed.

B. Failure to Complete Facility or Create Required Jobs. If the Company fails to create and maintain the Required Jobs and construct the Facility by the Completion Date, then the Company shall pay to the County, within thirty days of demand from the County, a pro rata portion of the Property Value to the County based on the Jobs Achievement Factor (defined below).

For purposes of this Section, “*Jobs Achievement Factor*” is determined by the following formula:

$$[1 - \text{Jobs Created/Required Jobs}] * 100 = \text{Jobs Achievement Factor}$$

The Jobs Achievement Factor is then multiplied by the Property Value to determine the pro rata portion to be paid by the Company to the County. For example if the Company creates 21 jobs, then the Company would be required to pay the County \$16,500.

$$1 - (21/28) = .25$$

$$.25 * \$66,000 = \$16,500$$

The Company’s repayment obligation, if any, shall be determined by the Company within 90 days of the Completion Date and reported to the County. Any required payments from the Company shall be made within 30 days after the end of the 90-day period.

The Company shall pay all legal fees and other costs of the County incurred in connection with enforcement of its rights under this Section.