

THIS IS CERTIFIED AS A TRUE
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SIGNATURE Pat Vincent

ADMINISTRATIVE SETTLEMENT BETWEEN
THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND
ENVIRONMENTAL CONTROL
AND
SOUTH ATLANTIC EPISCOPAL DISTRICT
OF THE AFRICAN METHODIST EPISCOPAL ZION CHURCH

745 SALUDA STREET SITE (a/k/a EDISON MALL)
BL&WM File #57708; PCAS #5824

CR-5824-01

This Administrative Settlement Agreement (“Settlement”) is entered into between the South Carolina Department of Health and Environmental Control (the “Department”) and the South Atlantic Episcopal District of the African Methodist Episcopal Zion Church, a South Carolina nonprofit corporation (the “SAED”), with respect to the 745 Saluda Street (also known as Edison Mall) Site located at 745 Saluda Street, in Rock Hill, in the County of York, South Carolina (the “Site” or “Property”). The Site includes all areas where contamination has migrated from the Property. The County of York identifies the Property with parcel number 6251001008 and a legal description is attached as Attachment A.

The Department, pursuant to authority of the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”) § 107(a), 42 U.S.C. § 9607(a), and the South Carolina Hazardous Waste Management Act (“HWMA”), S.C. Code Ann. § 44-56-200, has determined there has been a release or threat of release of hazardous substances as defined by §101(14) of CERCLA at the Site;

The Department has alleged that SAED, as a person that owns the facility where hazardous substances have been released into the environment, is a liable party under § 107 of the CERCLA, 42 U.S.C. § 9607, as amended, and the HWMA, S.C. Code Ann. § 44-56-200. Nothing in this Settlement is intended to constitute an admission of liability by SAED.

I. FINDINGS OF FACT

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The following findings are based on information known by or provided to the Department:

A. In or before 1949, the previously undeveloped Property was developed as a commercial business when it began operating as Lance Packing Company.

B. By 1963, part of the Property operated as a United States Armory building.

C. Between the mid to late 1960s, the Property was redeveloped as a multiple tenant commercial facility and included a main building and a smaller building. The Property remained in commercial use until it was vacated in approximately 2009. Various commercial uses of the Property have included grocery, drug and general stores, hair salons, dry cleaning businesses, restaurants, and a flea market. The area surrounding the Property includes residential and commercial properties. The street address numbers used by the facility when operating as a multi-commercial property included 741, 745, 749, 751, 755, 757, and 765 Saluda Street, Rock Hill, South Carolina.

D. The former dry cleaning facilities which reportedly operated at the Property include, but may not be limited to, DryClean USA of South Carolina, Inc., Quick as a Wink, Inc., and/or One Hour Martinizing #461 and/or #11. The dry cleaner operations occurred at 755 and 757 Saluda Street, Rock Hill, South Carolina. The former dry cleaning businesses either have not or are not eligible for the South Carolina Drycleaning Facility Restoration Fund.

E. In 2009, prior to SAED purchasing the Property, a Phase I/ Limited Phase II Environmental Site Assessment (2009 ESA) was performed at the Property by SynTerra Corporation on behalf of the City of Rock Hill. The 2009 ESA concluded that the former operation of dry cleaners at the Property resulted in the release of volatile organic compounds (VOCs) into subsurface soils and groundwater. The 2009 ESA was never submitted to the Department by Synterra Corporation or the City of Rock Hill. Further, the 2009 ESA reports that

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Edison Group, LLC released the paint waste to the subsurface soils behind the north side of the building when someone attempted to relocate the old paint containers; but asserts no releases occurred to the area drain. Moreover, the 2009 ESA indicates that the operations of two former gasoline stations in the area of the Property may have resulted in a release or releases of petroleum hydrocarbons to subsurface soil and groundwater.

F. On October 25, 2010, on behalf of the City of Rock Hill, SUMMIT Engineering and Construction Services, Inc. (SUMMIT) compiled the following reports: Lead-Based Paint Survey Report and Asbestos Hazard Emergency Response Act Asbestos Inspection Report. The Property was purchased by SAED, a nonprofit religious corporation, on January 6, 2012, from Edison Group, LLC (Deed 12372 at page 31). SAED asserts there was no disclosure of environmental conditions. On or around April 25, 2013, SAED became a South Carolina nonprofit corporation. SAED asserts it formed as a nonprofit corporation for the purpose of holding title to the Property.

G. On December 26, 2012, SUMMIT compiled a groundwater sampling report for SAED. One groundwater sample was collected at the property. The sample was analyzed for Semi-Volatile Organic Compounds (SVOCs) using EPA Method 8270. This laboratory analysis did not include the chemical parameters identified in the 2009 ESA. No prior approval for this monitoring well was obtained by SUMMIT or SAED from the Department, nor were any of the results submitted to the Department until May 2013.

H. In March 2013, Cardno ATC, Inc. prepared a Phase I ESA (2013 ESA) on behalf of Self Help Credit Union, in association with a renovation loan applied for by SAED. The 2013 ESA identified the prior use of the Property as a drycleaning facility(ies) and the documented dissolved chlorinated solvent impact at the Property as a recognized environmental condition. The 2013 ESA also recommended a limited Phase II ESA to include temporary monitoring wells,

Pat Vincent

sampling for indoor air vapor intrusion, and soil sampling. The 2013 ESA was submitted to the Department on May 7, 2013.

I. On May 2, 2013, SAED provided the Department a copy of the 2009 ESA prepared by Synterra Corporation

J. On May 24, 2013, SAED, a nonprofit religious corporation, granted the Property to SAED, a nonprofit corporation (Deed 13442 at page 59).

K. On May 28, 2013, SUMMIT conducted soil gas testing on behalf of SAED. The results were inconclusive. This work was performed based on a recommendation by the Department.

L. On June 7, 2013, SUMMIT conducted additional soil gas testing on behalf of SAED. The results indicated high concentrations of contaminants associated with dry cleaning solvents. This work was performed based on a recommendation of the Department. The results were reported by SUMMIT in the June 28, 2013 Soil Gas and Indoor Air Quality Sampling Report.

M. On July 10 and 12, 2013, SUMMIT, on behalf of SAED, submitted to the Department plans for a sub-slab vapor mitigation system to eliminate or minimize potential future threats to human health.

N. SAED has performed response actions at its expense and has agreed to perform additional response actions including the installation of a vapor mitigation system and a limited groundwater assessment.

O. The Department recognizes that SAED did not cause or contribute to the release of hazardous substances at the Site and SAED has taken, and will take reasonable steps to limit exposure.

P. SAED wishes to resolve its alleged liability to the Department for all matters regarding currently known and existing contamination without litigation.

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regular U.S. mail, (2) certified or registered mail, postage prepaid, return receipt requested, (3) or nationally recognized overnight delivery service company, or (4) by hand delivery to the other party at the address shown below or at such place or to such agent as the parties may from time to time designate in writing. Unless otherwise directed in writing by either party, all correspondence, work plans, and reports should be submitted to:

The Department: Tim Hornosky, Project Manager
SCDHEC
2600 Bull Street
Columbia, SC 29201
Email: hornostr@dhec.sc.gov

SAED: Kenneth Monroe, Bishop
SAED
1408 Jack White Dr.
Rock Hill, SC 29732
Email: zion95@embarqmail.com

All final work plans and reports shall include two (2) paper copies and one (1) electronic copy on compact disk.

E. The Department agrees that this Settlement made by SAED constitutes a final and complete resolution, satisfaction, release and waiver by the Department against SAED for all of the Department's claims in this matter. The Department covenants not to sue or bring any administrative or civil action under federal, state, or local law against SAED concerning claims relating to the response actions specifically covered in this Settlement. The Department reserves, and this Settlement is without prejudice to, all rights against SAED with respect to all other matters, including but not limited to, liability for failure of SAED to meet a requirement and obligation of this Settlement, and any potential criminal liability. This Covenant Not to Sue extends only to SAED and its subsidiaries, parent corporations, affiliates, divisions, agents, successors and predecessors, and does not extend to any other person or entity. The Covenant Not to Sue set forth herein does not pertain to any matters other than those expressly specified

herein. This Covenant Not to Sue may be revoked if SAED fails to completely comply with this Administrative Settlement Between SCDHEC and South Atlantic Episcopal District of the AME Zion Church Page 6

Pat Vincent

II. RESPONSE ACTIONS

NOW THEREFORE it is hereby agreed:

A. SAED specifically denies any legal responsibility for any Department costs of response or damages, and does not, by signing this Settlement, waive any rights which it may have to assert any claims in law or equity against any other person, company, or entity not a signatory to this Settlement with respect to the Site.

B. SAED agrees to implement the following recommendation by the Department:

1. Within 160 days of the execution of this Settlement, construct a system to include a sub-slab depressurization system;
2. Within 90 days of the execution of the Settlement, conduct a limited groundwater assessment;
3. Within 30 days of completion of the activities in the above subparagraphs 1 and 2, enter into a restrictive covenant that defines land use restrictions to limit exposure; and
4. Provide access to the Department and any party conducting environmental response actions under the Department's oversight.

C. Within sixty (60) days of the execution date of this Contract and once a month thereafter, SAED shall submit to the Department a written progress report that must include the following: (1) actions taken under this Contract during the previous reporting period; (2) actions scheduled to be taken in the next reporting period; (3) sampling, test results, and any other data, in summary form, generated during the previous reporting period, whether generated pursuant to this Contract or not; and (4) a description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

D. All correspondence which may or are required or permitted to be given by either party to the other hereunder shall be in writing and deemed sufficiently given if delivered by (1)

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Settlement or if the Department determines that SAED willfully and knowingly provided false information regarding its affiliation with the Site.

F. In consideration of the Department's Covenant Not to Sue, SAED agrees not to assert any claims or causes of action against the Department, its attorneys, agents, contractors, or employees, arising out of activities undertaken at the Site or matters addressed in this Settlement or to seek other costs, damages, or attorney's fees relating to activities at the Site.

G. It is further agreed pursuant to CERCLA §§ 113(f)(2) and 122(g)(5), that SAED shall not be liable to other potentially responsible parties at the Site for claims for contribution regarding the response actions specifically covered in this Settlement. Contribution protection does not extend to claims that the United States of America or any of its departments or agencies have or may have against SAED. Such protection is conditioned upon SAED's full compliance with the requirements of this Settlement. In order to provide contribution protection pursuant to CERCLA, this Settlement shall be subject to a 30-day comment period. This comment period for contribution protection commences upon publication of this Settlement in the South Carolina State Register. Notice of the comment period occurs after SAED signs this Settlement and prior to its full execution by the Department. Further, the Department will provide notice of the 30-day comment period to any known potentially responsible parties to which it can obtain active addresses. The Department reserves its right to withdraw from this Settlement if any comments received during the 30-day period disclose facts that indicate that this Settlement is inappropriate, improper, or inadequate, or not protective of the public health, welfare, or the environment.

This Settlement applies to and shall inure to the benefit of each signatory and its subsidiaries, parent corporations, affiliates, divisions, agents, successors, and assigns, and upon any successor agency of the State of South Carolina that may have responsibility for and jurisdiction over the subject matter of this Settlement, or provided that SAED's subsidiaries,

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parent corporations, affiliates, divisions, agents, successors, and assigns are not potentially responsible parties at the Site.

Nothing in this Settlement is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or equity, that the Department may have against SAED for any matter not expressly included in this Settlement or against any person, firm, corporation, potentially responsible party, or other entity not a signatory of this Settlement.

The effective date of this Settlement is the date that the final party executes this settlement by its signature.

IT IS FURTHER AGREED that failure to meet the deadlines established herein or any other violation of the provisions of this Settlement or applicable law may be deemed a violation of the HWMA, the South Carolina Pollution Control Act, or both, and therefore, may be deemed unlawful. Upon ascertaining any such violation, appropriate action may be initiated by the Department in the appropriate forum to obtain compliance with the provisions of this Settlement and the aforesaid Acts.

THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

DATE: 11/12/13
Columbia, SC

BY: Elizabeth A. Dieck
Elizabeth A. Dieck
Director of Environmental Affairs

DATE: 11/5/13

BY: Daphne H. Neel
Daphne Neel, Bureau Chief
Bureau of Land and Waste Management

DATE: 10/30/13

REVIEWED BY: Clair H. Driver
Office of General Counsel

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WE CONSENT:

SOUTH ATLANTIC EPISCOPAL DISTRICT
OF THE AFRICAN METHODIST EPISCOPAL ZION CHURCH

DATE: 2/16/13

BY: Kenneth Maurice

TITLE: Presiding Bishop

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ATTACHMENT A

York County Parcel Number 6261001008; 3.5 acres

745 Saluda Street, Rock Hill, SC

Legal Description with Derivation

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pat Vincent

line of Heyward Street; thence turning and running with the line of Heyward Street N. 75 W. for a distance of 300 feet to a point, the point of beginning, containing three and 55/100 acres, more or less, and bounded on the North by Hess Station, East by Confederate Avenue, South by Heyward Street and West by Saluda Street.

DERIVATION: Deed from Edison Group, LLC to Robert E. Christian, Sr, W.O. Thompson, Otho L. Smith, Sandra K. Benton, Reid R. White, Jr, Marion Wilson and Kenneth Monroe as Co-Trustees of the South Atlantic Episcopal District of the African Methodist Episcopal Zion Church dated January 6, 2012, recorded January 6, 2012, in Book 12372 at Page 31.

PARCEL 2: All that certain piece, parcel or lot of land lying, being and situate in Ebenezer Township, County of York, State of South Carolina and being shown and designated as Lot 102 on Plat of Meadow Lakes, II, Section I, drawn by Williams Engineering, Co., Inc., dated November 21, 1989, recorded in Plat Book 103, at Page 176, which plat is incorporated herein by reference and having such metes, bounds, courses and distances as by referenced to said plat will more fully appear.

DERIVATION: This being the identical property conveyed to the grantor herein by deed from Meadow Lakes Partners dated May 14, 1998, and recorded May 18, 1998, in Record Book 2248, at Page 220.

NO NEW LOTS OR PROPERTY LINES ESTABLISHED

The within described property is conveyed subject to existing easements and to restrictions, if any, appearing in the chain of title, which said restrictions, if any, are not intended to be reimposed hereby.

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 before mentioned unto the said Grantees, its successors and assigns forever.

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AND the Grantors do hereby bind themselves and their Heirs and Assigns to warrant and forever defend all and singular the said premises unto the said Grantees, and the Grantees' Successors and Assigns, against the Grantor and the Grantors' Heirs and Assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

See Attached Signature Pages

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AND CORRECT COPY

SIGNATURE

Robert E. Christian, Sr.

WITNESS the Hand and Seal of the Grantors this 20 day of
May, in the year of our Lord two thousand and thirteen and in
the two hundred and thirty-seventh year of the Sovereignty and
Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

[Signature]
Myra B. Newb

Robert E. Christian, Sr.
ROBERT E. CHRISTIAN, SR. CO-TRUSTEE
OF THE SOUTH ATLANTIC EPISCOPAL
DISTRICT OF THE AFRICAN METHODIST
EPISCOPAL ZION CHURCH

STATE OF SC)
COUNTY OF YOKE)

PERSONALLY APPEARED before me the undersigned witness and
made oath that She saw the within named Grantor sign, seal and
as her act and deed, deliver the within-written Deed for the
uses and purposes therein mentioned and that she, with the other
witness, whose signature appears above, witnessed the execution
thereof.

Myra B. Newb

SWORN TO before me this
20 day of may 2013.

[Signature] (L.S.)
Notary Public for

My Commission Expires: 11-2-17

Thomas A. Givens
NOTARY PUBLIC
State of South Carolina
My Commission Expires 11/2/2017

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SIGNATURE *[Signature]*

WITNESS the Hand and Seal of the Grantors this 20th day of May, in the year of our Lord two thousand and thirteen and in the two hundred and thirty-seventh year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of:

[Signature]
Angie B. Newb

[Signature]
ALVIN W. McLAMB, CO-TRUSTEE OF THE SOUTH ATLANTIC EPISCOPAL DISTRICT OF THE AFRICAN METHODIST EPISCOPAL ZION CHURCH

STATE OF SC)
COUNTY OF YORK)

PERSONALLY APPEARED before me the undersigned witness and made oath that she saw the within named Grantor sign, seal and as her act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that she, with the other witness, whose signature appears above, witnessed the execution thereof.

[Signature]

SWORN TO before me this 20 day of may, 2013.

[Signature] (L.S.)
Notary Public for
My Commission Expires: 11-2-17

Thomas A. Givens
NOTARY PUBLIC
State of South Carolina
My Commission Expires 11/2/2017

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THIS IS CERTIFIED AS A TRUE AND CORRECT COPY

SIGNATURE *J. Vincent*

WITNESS the Hand and Seal of the Grantors this 21 day of May, in the year of our Lord two thousand and thirteen and in the two hundred and thirty-seventh year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of:

[Signature]

Otha L. Smith

OTHA L. SMITH CO-TRUSTEE OF THE SOUTH ATLANTIC EPISCOPAL DISTRICT OF THE AFRICAN METHODIST EPISCOPAL ZION CHURCH

Jodie C. Hudson

STATE OF SC)
COUNTY OF YORK)

PERSONALLY APPEARED before me the undersigned witness and made oath that she saw the within named Grantor sign, seal and as her act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that she, with the other witness, whose signature appears above, witnessed the execution thereof.

SWORN TO before me this 21 day of May 2013.

Jodie C. Hudson

[Signature] (L.S.)
Notary Public for

My Commission Expires: 11-2-17

Thomas A. Givens
NOTARY PUBLIC
State of South Carolina
My Commission Expires 11/2/2017

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AND CORRECT COPY.

SIGNATURE Pat Vincent

WITNESS the Hand and Seal of the Grantors this 20 day of May,
in the year of our Lord two thousand and thirteen and in the two
hundred and thirty-seventh year of the Sovereignty and
Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

[Signature]
Angie B. Newk

[Signature]
SANDRA K. BENTON CO-TRUSTEE
OF THE SOUTH ATLANTIC EPISCOPAL
DISTRICT OF THE AFRICAN METHODIST
EPISCOPAL ZION CHURCH

STATE OF SC)
COUNTY OF YORK)

PERSONALLY APPEARED before me the undersigned witness and
made oath that she saw the within named Grantor sign, seal and
as her act and deed, deliver the within-written Deed for the
uses and purposes therein mentioned and that she, with the other
witness, whose signature appears above, witnessed the execution
thereof.

Angie B. Newk

SWORN TO before me this
20 day of May, 2013.

[Signature] (L.S.)
Notary Public for

My Commission Expires: 11-2-17
Thomas A. Givens
NOTARY PUBLIC
State of South Carolina
My Commission Expires 11/2/2017

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SIGNATURE *[Signature]*

WITNESS the Hand and Seal of the Grantors this 20 day of May, in the year of our Lord two thousand and thirteen and in the two hundred and thirty-seventh year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of:

[Signature]
Angie B. Newb

[Signature]
REID R. WHITE, JR. CO-TRUSTEE
OF THE SOUTH ATLANTIC EPISCOPAL
DISTRICT OF THE AFRICAN METHODIST
EPISCOPAL ZION CHURCH

STATE OF SC)
COUNTY OF YORK)

PERSONALLY APPEARED before me the undersigned witness and made oath that she saw the within named Grantor sign, seal and as her act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that she, with the other witness, whose signature appears above, witnessed the execution thereof.

[Signature]

SWORN TO before me this 20 day of May, 2013.

[Signature] (L.S.)

Notary Public for
My Commission Expires: 11-2-17
Thomas A. Givens
NOTARY PUBLIC
State of South Carolina
My Commission Expires 11/2/2017

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AND CORRECT COPY

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WITNESS the Hand and Seal of the Grantors this 20 day of May,
in the year of our Lord two thousand and thirteen and in the two
hundred and thirty-seventh year of the Sovereignty and
Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

[Signature]
Angie B. Newh

Marion Wilson
MARION WILSON CO-TRUSTEE
OF THE SOUTH ATLANTIC EPISCOPAL
DISTRICT OF THE AFRICAN METHODIST
EPISCOPAL ZION CHURCH

STATE OF SC)
COUNTY OF YORK)

PERSONALLY APPEARED before me the undersigned witness and
made oath that she saw the within named Grantor sign, seal and
as her act and deed, deliver the within-written Deed for the
uses and purposes therein mentioned and that she, with the other
witness, whose signature appears above, witnessed the execution
thereof.

Angie B. Newh

SWORN TO before me this
20 day of may 2013.

[Signature] (L.S.)
Notary Public for
My Commission Expires: 11-2-17

Thomas A. Givens
NOTARY PUBLIC
State of South Carolina
My Commission Expires 11/2/2017

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SIGNATURE *[Signature]*

WITNESS the Hand and Seal of the Grantors this 22nd day of May, in the year of our Lord two thousand and thirteen and in the two hundred and thirty-seventh year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of:

Sadie C. Hudson
WITNESS
[Signature]
WITNESS

Kenneth Monroe
KENNETH MONROE CO-TRUSTEE
OF THE SOUTH ATLANTIC EPISCOPAL
DISTRICT OF THE AFRICAN METHODIST
EPISCOPAL ZION CHURCH

STATE OF SC)
COUNTY OF York)

PERSONALLY APPEARED before me the undersigned witness and made oath that she saw the within named Grantor sign, seal and as her act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that she, with the other witness, whose signature appears above, witnessed the execution thereof.

SWORN TO before me this 22 day of May 2013.

Sadie C. Hudson

[Signature] (L.S.)

Notary Public for
My Commission Expires: 11-2-17

Thomas A. Givens
NOTARY PUBLIC
State of South Carolina
My Commission Expires 11/2/2017

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SIGNATURE pat Vincent

WITNESS the Hand and Seal of the Grantors this 22nd day of May, in the year of our Lord two thousand and thirteen and in the two hundred and thirty-seventh year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of:

[Signature]
Myra B. Newk

[Signature]
SHARON B. JENKINS CO-TRUSTEE
OF THE SOUTH ATLANTIC EPISCOPAL
DISTRICT OF THE AFRICAN METHODIST
EPISCOPAL ZION CHURCH

STATE OF SC)
COUNTY OF YORK)

PERSONALLY APPEARED before me the undersigned witness and made oath that she saw the within named Grantor sign, seal and as her act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that she, with the other witness, whose signature appears above, witnessed the execution thereof.

SWORN TO before me this 22 day of May, 2013.

[Signature]
Myra B. Newk

[Signature] (L.S.)
Notary Public for
My Commission Expires: 11-2-17

Thomas A. Givens
NOTARY PUBLIC
State of South Carolina
My Commission Expires: 11/2/2017

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AND CORRECT COPY :

SIGNATURE *Patiment*

STATE OF SOUTH CAROLINA)
)
COUNTY OF York) AFFIDAVIT

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 is located in Chester County, bearing Tax Map Number 625-10-01-008 and 537-03-08-084 was transferred by **Co-South Atlantic Episcopal District of the African Methodist Episcopal Zion Church Robert Wayne Fletcher to South Atlantic Episcopal District of the African Methodist Episcopal Zion Church**, A south Carolina Non Profit Corporation on May 23, 2013.

3. Check one of the following: The deed is

- (a) subject to the deed recording fee as transfer for consideration paid or to be paid in money or money's worth in the amount of _____
- (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): **§ This is a transfer from a Non Profit Church Organization to a Non Profit Corporation formed for the purpose of Hilding Title to Church related Property**
(If exempt, skip items 4-7 and go to item 8.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information):

- (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 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. 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: _____
- (b) Place the amount listed in item 5 above here: \$ -0-
(If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a): _____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: 0

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney

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SIGNATURE PA Vincent

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.

Thomas A. Givens
Thomas A. Givens

SWORN to before me this 24 day of May 2013.
George B. Newk
Notary Public for SC
My Commission Expires: 12-28-15

INFORMATION

Except as provided in this paragraph, the term 'value' means the consideration paid or to be paid in money or money's worth for the realty. Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, 'value' means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interest in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, partnership, or a trust in order to become, or as, a stockholder, partner or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A).
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by deed in lieu of foreclosure executed by the mortgagor or deed executed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16U.S.C. Section 79(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

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THIS IS CERTIFIED AS A TRUE AND CORRECT COPY

THIS IS CERTIFIED AS A TRUE AND CORRECT COPY

SIGNATURE Mark Hammond

CERTIFIED TO BE A TRUE AND CORRECT COPY AS TAKEN FROM AND COMPARED WITH THE ORIGINAL ON FILE IN THIS OFFICE

STATE OF SOUTH CAROLINA SECRETARY OF STATE

ARTICLES OF INCORPORATION Nonprofit Corporation - Domestic Filing Fee \$25.00

APR 25 2013

TYPE OR PRINT CLEARLY IN BLACK INK

Mark Hammond SECRETARY OF STATE OF SOUTH CAROLINA

Pursuant to S.C. Code of Laws §33-31-202, the undersigned corporation submits the following information:

1. The name of the nonprofit corporation is South Atlantic Episcopal District of the African Methodist Episcopal Zion Church

2. The initial registered office (registered agent's address in SC) of the nonprofit corporation is 1408 Jack White Drive Street Address Rock Hill York South Carolina 29732 City County State Zip Code

The name of the registered agent of the nonprofit corporation at that office is Kenneth Monroe Print Name



- 3. Check "a", "b", or "c" whichever is applicable. Check only one box. a. [] The nonprofit corporation is a public benefit corporation. b. [x] The nonprofit corporation is a religious corporation. c. [] The nonprofit corporation is a mutual benefit corporation.

201300217456 Filed for Record in YORK COUNTY, SC DAVID HAMILTON, CLERK OF COURTS 05-24-2013 At 02:57 pm. ART OF INC 10.00 State Tax .00 County Tax .00 BR Vol 13442 Page 56 - 58

- 4. Check "a" or "b", whichever is applicable. a. [] This corporation will have members. b. [x] This corporation will not have members.

5. The address of the principal office of the nonprofit corporation is 228 Johnston Street Street Address Rock Hill York South Carolina City County State Zip Code

190429-0088 FILED: 04/25/2013 SOUTH ATLANTIC EPISCOPAL DISTRICT OF THE AFRICAN Filing Fee: \$25.00 ORIG Mark Hammond South Carolina Secretary of State

Form Revised by the South Carolina Secretary of State, March 2012

BK 13442PG0056

SIGNATURE *patiment*

Name of Corporation South Atlantic Episcopal District of the African Methodist Episcopal Zion Church

6. If this nonprofit corporation is either a public benefit or religious corporation complete either "a" or "b", whichever is applicable, to describe how the remaining assets of the corporation will be distributed upon dissolution of the corporation. If you are going to apply for 501(c)(3) status, you must complete section "a."

a. Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal tax code, or shall be distributed to the Federal government, or to a state or local government, for a public purpose. Any such asset not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

If you choose to name a specific 501(c)(3) entity to which the assets should be distributed, please indicate the name of the selected entity.

African Methodist Episcopal Zion Church

OR

b. If the dissolved corporation is not described in Section 501(c)(3) of the Internal Code, upon dissolution of the corporation, the assets shall be distributed to one or more public benefit or religious corporations or to one or more of the entities described in (a.) above.

If you chose to name a specific public benefit, religious corporation or 501(c)(3) entity to which the assets should be distributed, please indicate the name of the selected entity.

7. If the corporation is a mutual benefit corporation complete either "a" or "b", whichever is applicable, to describe how the (remaining) assets of the corporation will be distributed upon dissolution of the corporation.

a. Upon dissolution of the mutual benefit corporation, the (remaining) assets shall be distributed to its members, or if it has no members, to those persons to whom the corporation holds itself out as benefiting or serving.

b. Upon dissolution of the mutual benefit corporation, the (remaining) assets, consistent with the law, shall be distributed to

8. The optional provisions which the nonprofit corporation elects to include in the articles of incorporation are as follows (See S.C. Code of Laws §33-31-202(c)).

THIS IS CERTIFIED AS A TRUE AND CORRECT COPY

Name of Corporation South Atlantic Episcopal District of the African Methodist Episcopal Zion Church

SIGNATURE *Kenneth Monroe*

9. The name and address of each incorporator is as follows (only one is required, but you may have more than one).

<u>Kenneth Monroe</u>	<u>1408 Jack White Drive, Rock Hill, South Carolina</u>	<u>29732</u>
Name	Address	Zip Code
_____	_____	_____
Name	Address	Zip Code
_____	_____	_____
Name	Address	Zip Code
_____	_____	_____

10. Each original director of the nonprofit corporation must sign the articles but only if the directors are named in these articles.

_____	_____
Name (only if named in articles)	Signature of director
_____	_____
Name (only if named in articles)	Signature of director
_____	_____
Name (only if named in articles)	Signature of director

11. Each incorporator listed in #9 must sign the articles.

<u><i>Kenneth Monroe</i></u>
Signature of incorporator

Signature of incorporator

Signature of incorporator

12. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is _____

Filing Checklist

- Articles of Incorporation (in duplicate)
- \$25.00 made payable to the SC Secretary of State - Political Associations must also submit CL-1 form and additional \$25.00 fee
- Self-Addressed, Stamped Return Envelope
- Return all documents to: South Carolina Secretary of State's Office
Attn: Corporate Filings
1205 Pendleton Street, Suite 525
Columbia, SC 29201

OK 13442780058