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COUNTY ATTORNEY



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James M. Holly, Esquire  
General Counsel  
South Carolina Transportation Infrastructure Bank  
955 Park Street  
Columbia, South Carolina 29201-0191

Re: Mark Clark Extension Project ("Project")

Dear Jim:

As you know, at its meeting this past Tuesday, June 26, 2018, the South Carolina Transportation Infrastructure Bank (Bank) adopted a resolution related to the Mark Clark/526 Project terminating the Bank's participation in the Project and the Agreement. The County hereby notifies the Bank that based on the Bank's action, the Bank is in default of the 2007 Intergovernmental Agreement between Charleston County, the South Carolina Department of Transportation and the Bank ("Agreement") because the Bank has no authority to unilaterally terminate its participation in the Project and the Agreement pursuant to Article 2, *Term of Agreement*, unless all pre-conditions of Article 2 have been met.

Although the Bank's resolution bases its action on the County's failure to provide a binding, reliable, enforceable funding plan to complete the Project, the Agreement does not require the County to produce such a funding plan. Therefore, no non-payment event of default has occurred pursuant to Article 8, Section 8.2, *Non-Payment Events of Default as to the County*. Even if a non-payment event of default had occurred, this action would be a ministerial act, and therefore, the Bank's remedies are limited to a writ of mandamus or injunctive relief pursuant to Article 8, Section 8.4, *Remedies for Bank*.

Accordingly, the Bank is in breach of the Agreement, by virtue of its June 26, 2018, resolution and purported termination of its participation in the Project and the Agreement. The County hereby notifies the Bank that it is in default and that it has fifteen (15) days to cure this default. If the Bank does not cure this default within fifteen days, the County will have no other alternative but to seek any and all remedies available to it at law and in equity.

I look forward to hearing from you regarding the Bank's proposed course of action.

Sincerely,

Joseph Dawson, III

cc: Charleston County Council