### CITY OF LIBERTY, SOUTH CAROLINA

### **ORDINANCE #2024-02**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, SOUTH CAROLINA, ANNEXING INTO THE CITY LIMITS A PARCEL OF CONTIGUOUS REAL PROPERTY LOCATED AT 109 WILEY ROAD (TMS #4088-15-64-9389).

WHEREAS, Your Choice Home Buyers, LLC, a limited liability corporation registered with the State of South Carolina and the 100% freeholder of a parcel of real property located at 109 Wiley Road, situated in Pickens County, South Carolina, encompassing approximately .9990 acres, and bearing TMS #4088-15-64-9389 (the "Property"), has filed a petition for annexation with the City of Liberty; and,

WHEREAS, the Property is contiguous to and abuts real property located within the City of Liberty; and,

WHEREAS, pursuant to S.C. Code §5-3-150(3), any area or property that is contiguous to a municipality may be annexed by that municipality upon receipt of a petition signed by 100 percent of the freeholders of that area or property; and,

WHEREAS, the Liberty City Council has received and carefully considered the Property's freeholder petition; and,

WHEREAS, it appearing in the best interests of the City, its residents, and businesses, as well as the City's future residents and businesses, for the Property to be annexed into the City limits; and,

**NOW THEREFORE,** it is hereby found, decided, declared, and ordained by the City Council of the City of Liberty, South Carolina, duly assembled and with a quorum present, that:

- 1. The recitals above are incorporated by reference as if fully set forth herein;
- 2. The Property is contiguous to, touches directly and substantially upon, and shares a common boundary with property located within the City limits of the City of Liberty;
- 3. The Property is located in a geographically unified area in relation to the City and to the property within the City that it abuts;
- 4. The Property is located in the City's water service area;

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- 5. Once annexed, the City shall provide such City services to the Property as are available, required, and/or are desired by the freeholder;
- 6. The City hereby accepts the petition and declares as annexed the Property so as to bring the parcel within the City limits of the City of Liberty, South Carolina; and,
- 7. The Property shall be zoned as 504 MOBIL NOME Single Family

| IT IS SO ORDAINED this the 10 day of | June | , 2024. |
|--------------------------------------|------|---------|
|--------------------------------------|------|---------|

Ballee Locke, Clerk of Council

Erica Romo Woods, Mayor

First reading:  $\frac{5/13}{}$ , 2024

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### **100 PERCENT PETITION FORM**

### TO THE MAYOR AND COUNCIL OF THE CITY OF LIBERTY:

The undersigned, being 100 percent of the freeholders owning 100 percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Liberty by ordinance effective as soon as hereafter as possible, pursuant to South Carolina Section 5-3-150(3).

| The territory to be annexed is described as follows: 409815649 389,   |
|---|
| as shown on Pickens County GIS map and shown as Exhibit "A" attached. |
| Signature: (must owner or authorized agent)                           |
| Print Name DAVID COSTELLO Date 5/2/24                                 |
| Signature: (must be owner or authorized agent)                        |
| Print Name:Date   |
| Street Address of Property: 109 Wiley Rd. , Liberty, SC 29671         |
| ABOVE PORTION MUST BE COMPLETELY FILLED OUT BY VERIFIED OWNER         |
| ***************************************                               |
| FOR MUNICIPAL USE:  |
| Petition received by: Date: 5/1/24                                    |
| Description and Ownership Verified by: Philip MHer Date: 5/9/24       |
| Recommendation: Council to annex property into City of Liberty,       |
| to be zoned: 504  |
| By: Philo (18) Date: 5/8/24   |
|   |
| First Reading Date 5/13/24 Second Reading Date 10/10/24               |
| Approved Ulu 24 Denied (Date)   |
| (Date) (Date)   |

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No. 10. Trents and

## Pickens County, SC



| Parcel ID              | 4088-15-64-9389                | Account | Purged | Ownership | YOUR CHOICE    | Documents |          |           |           |
|------------------------|--------------------------------|---------|--------|-----------|----------------|-----------|----------|-----------|-----------|
| Account No             | R0094349                       | Type    | MH     |           | HOME BUYERS    | Date      | Price    | Doc       | Vacant or |
| Property               | 109 WILEY ERD                  | Class   | Double |           | LLC            |           |          |           | Improved  |
| Address                | LIBERTY                        |         | Wide   |           | 9 ROSEMARY LN  | 2/13/2024 | \$0      | 2658//151 | Vacant    |
| District               | A12-Liberty                    | Acreage | 0.99   |           | GREENVILLE, SC | 1/30/2024 | \$78,000 | 2639//105 | Vacant    |
| Brief                  | N/SIDE CAMPGROUND RD           | LEA     | 0010   |           | 29615-0000     |           |          |           |           |
| <b>Tax Description</b> | PLAT 44/93 P/O PLAT 617/71     | Code    |        |           |                |           |          |           |           |
|                        | (Note: Not to be used on legal | Value   | \$0    |           |                |           |          |           |           |

Date created: 5/2/2024

Last Data Uploaded: 5/2/2024 6:30:58 AM

documents)

Developed by Schneider GEOSPATIAL

Printed and in

### STATE OF SOUTH CAROLINA

| COUNT                  | Y OF PICKENS  | ) DECLARATION (COV                              | DF ANNEXATION ENANT                                  |
|------------------------|---|---|--|
| Parcel N               | ECLARATION OF ANNEXAT umber: 408815649389   | & Account Number:                               | RO094349 for a                                       |
| piece of I<br>Owner/s: | land in Pickens County, made this   | day of, April                                   | . 20 <b>24</b> hetween                               |
| Address:               | 109 Wiley Rd, Liberty   | y, SC 29657                                     |  |
| Oi                     | corporation, incorporated under rganized under the name ofn authorized agent of the corporat      | The s   | ignature below is that of                            |
| A or                   | this agreement<br>general or limited partnership, li-<br>perating under the name of South         | mited liability company or limi<br>Carolina The | ted liability partnership signature below is that of |
| sa                     | n authorized agent of the company<br>ime to this agreement.<br>idividual(s) having ownership of t |   |  |
| 01                     | in any other designation as set for<br>1976, as amended and/or as set fort<br>operty case law.    | orth in the Code of Laws of the                 | State of South Carolina                              |

hereinafter known and referred to as "Owner", and the City of Liberty. South Carolina hereinafter known and referred to as "City"

### WITNESSETH:

WHEREAS, the Subject Property, described in the above referenced deed and/or plat, belonging to the undersigned property owner is located outside the City's corporate limits;

WHEREAS, the City is authorized to require annexation as a contractual condition for city services (Sloan v. City of Conway, 2001);

WHEREAS, the City has a duty to its citizens to ensure the future well-being of the City and its services (Childs v. Columbia, 1911);

WHEREAS, the Subject Property is located in an area in which annexation to the City is or may become appropriate;

WHEREAS, Owner specifically agrees that he will sign any and every annexation petition which relates to the Subject Property when presented with such petition;

WHEREAS, Owner will inform any subsequent owner of the Subject Property that the obligations created hereunder continue and run with the land; and

WHEREAS, Owner hereby expressly imposes a RESTRICTIVE COVENANT upon the Subject Property as set forth herein.

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**NOW THEREFORE,** in consideration of the foregoing and the promises, undertakings and mutual agreements contained herein. Owner and the City covenant and agree as fortows

- 1 Recitals Incorporated. The above recitals are hereby incorporated in and made a part of this Agreement as fully as if set forth verbatim herein. These recitals are true and correct and the parties are bound thereby. By signing this Agreement, Owner and City acknowledge reading, understanding and agreeing to all of these recitals.
- 2. <u>Covenants by Owner.</u> Owner makes the following covenants, warranties, agreements and representations, each of which shall be deemed material to this Agreement:
- A. Owner covenants and agrees that he will sign any and every annexation petition which relates to the Subject Property ("Annexation Petition") immediately upon presentment of such petition. As used in this Agreement, an Annexation Petition shall be construed to relate to the stancet Property if the property to be annexed pursuant to and described in the petition includes the Subject Property or any portion thereof. Owner acknowledges that a purpose of this Agreement is to ensure, as a material benefit and consideration to the City. Owner's full and complete cooperation with any effort to annex the Subject Property; and Owner agrees, that upon request by the City. Owner will do, execute, acknowledge and deliver, all such further acts, agreements, and assurances as may be requested and reasonably necessary for the full completion and consummation of the purpose contemplated herein. These further acts shall specifically include, but are not limited to, signing successive Annexation Petitions, in the event prior annexation efforts are unsuccessful. Owner warrants and covenants that Owner has not and will not subdivide or otherwise manipulate the Subject Property, or other property owned or previously owned by Owner, to hinder or impede the City's ability to annex the Subject Property.
- B. Owner agrees that the obligations contained in this Agreement shall continue in full torce and effect until the Subject Property, in its entirety, has been successfully annexed into and continuously lies within the corporate limits of the City.
- C. Owner covenants and warrants that he is the sole owner in fee simple absolute of the Subject Property. Further, Owner covenants and warrants that he will not transfer, alienate, devise, encumber, or otherwise affect title to the Subject Property for a period of ten days from the date of this Agreement, which will allow the City time to have this Agreement and plat recorded in the Office of the Register of Deeds for Pickens County. South Carolina, Owner will inform any subsequent owner of the Subject Property, or any part thereof, that the obligations contained in this Agreement continue and run with the land.

Restrictive Covenant. Owner hereby imposes upon the Subject Property a RESTRICTIVE COVENANT requiring that future owners of the Subject Property, or any part thereof, be bound by the same terms, conditions and covenants as are set forth in this Agreement. This Restrictive Covenant shall continue in full force and effect until the Subject Property, in its entirety, has been successfully annexed into and lies continuously within the municipal limits of the City. Any and every future owner of the Subject Property, or any part thereof, is bound by the terms contained in this Agreement by acceptance of a deed to Subject Property or any part thereof.

Recordation of Plat. Owner hereby expressly agrees and directs that this Agreement and any plat referenced herein be recorded in the real estate records in the Office of the Register of Deeds for the County of Pickens, State of South Carolina, so as to give record notice to any future prospective purchaser that this Agreement is an obligation upon the land and runs with the land

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<u>Description of Property</u>. This Agreement and **RESTRICTIVE COVENANT** applies to the property of Owner as is more fully described on the noted deed/s and ptai/s

Grant of Power of Attorney. In the event Owner fails to meet the obligations imposed herein and does not sign any Annexation Petition upon request. Owner hereby irrevocably appoints the City Administrator of the City of Liberty. Attorney in Fact for Owner of Subject Property with full power to sign any Annexation Petition when requested by the City

Default; Remedies. The failure of any person or entity having any right, title or interest in the Subject Property, or any portion thereof, including the Owner and his respective heirs, successors, successors in title and assigns or the City, to bring an action to enforce this Covenant, shall not operate as a waiver of the right to do so for any later subsequent violations or the right to enforce any other part of this Covenant at any future time. The failure of any person or entity having any right, title or interest in the Subject Property, or any portion thereof, including the Owner and his respective heirs, successors, successors in title and assigns or the City to exercise or to delay in exercising any right or remedy available hereunder or at law or in equity shall not operate as a waiver. Notice of default or violation shall not be deemed as a condition precedent to the exercise of any right or remedy available hereunder or at law or in equity. Should any person or entity having any right, title or interest in the Subject Property, or any portion thereof, including the Owner and their respective heirs, successors, successors in title and assigns or the City fail to bring an action for enforcement of this Covenant or seek any other remedy allowed at law or in equity such shall not create any hability for the recovery of damages for the failure to so act.

Remedies Cumulative. Every right and remedy provided in this Agreement is distinct from and cumulative to every other right or remedy under this Agreement or available at law or in equity. The provision of certain rights and remedies in this Agreement does not abrogate, limit or affect any rights or remedies as provided at law or in equity. Every right and remedy may be exercised concurrently, independently or successively.

Exhibits Incorporated by Reference. All exhibits referenced in this Agreement are incorporated herein as integral parts of this Agreement and shall be considered reiterated herein as fully as if such provisions had been set forth verbatim in this Agreement.

<u>Copies</u>. A photostatic or other reproduction of this document shall be as effective, valid and conclusive as the original

Warranty. Owner warrants that he is the owner of the within Subject Property and has the authority an execute this Covenant

Entire Agreement. The parties acknowledge that no representations or inducements have been made other than those expressed herein, and that this Agreement supersedes any and all prior memoranda, correspondence, conversations, negotiations and agreements pertaining to the matters herein expressed.

<u>Modification</u>. The terms of this Agreement may be modified in whole or in art only by a writter instrument signed by Owner and the City. Any oral agreement to modify this Agreement shall be void and of no force and effect

<u>Captions</u>. The captions and headings of the Paragraphs of this Agreement are for convenience only and may not be used to interpret or define the provisions of this Agreement.

Lity of Liberty Annexation Covenant

<u>No Waiver</u>. No waiver of a breach of any of the covenants or promises of this Agreement shall be construed as a waiver of any succeeding breach of the same or other covenant or promise

Severability. In the event that any provision or clause of this Agreement conflicts with any appricable law, the other provisions of this Agreement shall be given effect as fully as possible authout the conflicting provision, and to this end the provisions of this Agreement are declared to be severable.

<u>References Herein</u>. Wherever appropriate, all words herein in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

Attorneys Fees. In the event Owner defaults on any of his obligations hereunder, the City shall be entitled to recover costs and attorneys' fees incurred in the enforcement of this agreement.

<u>Successors and Assigns</u>. The covenants and agreements contained in this Agreement and the obligations created hereunder shall enure to the benefit of and be binding on the City. Owner and all heirs, successors and assigns of Owner to the Subject Property, or any part thereof.

Governing Law and Forum. The validity, construction and effect of this Agreement shall be governed by the laws of the State of South Carolina, and the parties hereby consent to the exclusive jurisdiction of the courts of the State of South Carolina for resolution of any dispute arising hereunder. Venue shall be vested solely in Pickens County, South Carolina.

Sealed Instrument. Owner agrees that by signing below he intends to place his hands and seals upon this Agreement and this Agreement shall be considered to be a sealed instrument

<u>Effective Date</u>. This Agreement shall be effective upon the date of the last party affixing his signature.

(SIGNATURE PAGE(S) TO FOLLOW |

| WITNESSES:   | OWNER:  |
|--|---|
| Liam Hughey Vitness signs here   | Printed Name: DAVED COSTEUR Title: PARTNER Date Signed 4/24/24  |
| WITNESSES:   | ()WNER(S):  |
| Witness signs here  August Hugley  Notary signs here and below  Printed Name: 1452 M. Hughey   | Printed Name.  Title: Date Signed:  |
| COUNTY OF Greenville   | ACKNOWLEDGMENT  |
| personally appeared before me and ac instrument in accordance with South 6 signatory/grantor acknowledging was acknowledging presented satisfactory and who executed the instrument. If the signatory acknowledged s/he held the | known to me personally, or the person evidence that he/she was the person described in he grantor is a corporation or partnership, the position/title set forth in the instrument/certificate, the corporation/partnership by proper authority. |



Date of this notice: 04-28-2023

Employer Identification Number:

92-3763147

Form: SS-4

Number of this notice: CP 575 B

YOUR CHOICE HOME BUYERS LLC CASEY MUNRO MBR 141 TRACTION ST UNIT 57 GREENVILLE, SC 29611

For assistance you may call us at: 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB AT THE END OF THIS NOTICE.

### WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-3763147. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065 03/15/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

### IMPORTANT REMINDERS:

- Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.
- \* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is YOUR. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records. CP 575 B (Rev. 7-2007)

\_\_\_\_\_\_\_\_\_\_\_\_

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

999999999

Your Telephone Number Best Time to Call DATE OF THIS NOTICE: 04-28-2023 ( )

EMPLOYER IDENTIFICATION NUMBER: 92-3763147

NOBOD FORM: SS-4

INTERNAL REVENUE SERVICE CINCINNATI OH 45999-0023 Idaddalddalddaldalladlaadlaadlalddal YOUR CHOICE HOME BUYERS LLC CASEY MUNRO MBR 141 TRACTION ST UNIT 57 GREENVILLE, SC 29611



# STATE OF SOUTH CAROLINA DEPARTMENT OF REVENUE Corporate Registration Filing Requirements

SC-1070 (Rev. 06/15/23) 3543

File Number:

114592753

Letter ID:

L0026869406

Date Issued:

August 14, 2023

YOUR CHOICE HOME BUYERS LLC # 5015 330 E COFFEE ST GREENVILLE SC 29601-2804

Your Corporate Income Tax account is registered with the South Carolina Department of Revenue (SCDOR).

FEIN: \*\*-\*\*\*3147

### What you need to know:

• You must file a Corporate Income Tax return, including Schedule D, if you are transacting or conducting business in South Carolina.

• Your Corporate Income Tax return, Corporate Income Tax payment, and License Fee (minimum of \$25) are due annually after the end of your business year, even if you have no income to report.

• The CL-1, Initial Annual Report of Corporations, and the \$25 License Fee are due to the South Carolina Secretary of State (SCSOS) within 60 days of doing business in South Carolina. For more information, see SC Code Section 12-20-40(b), available at dor.sc.gov/policy.

• Discontinuing your business does not eliminate your filing requirement. After dissolving or withdrawing your charter with the SCSOS, you must file a final Corporate Income Tax return with the SCDOR.

### What you need to do:

• File your Corporate Income Tax return electronically. It's faster and more secure! Visit dor.sc.gov/biz-services to learn more about your electronic filing options.

Pay online using our free secure tax portal, MyDORWAY, at dor.sc.gov/pay. Select Business Income Tax
 Payment to get started.

• If the SCDOR registered your Corporate Tax account in error, upload a copy of your SS-4 to dor.sc.gov/doc-upload. You'll need your FEIN and the Letter ID printed on this notice to get started.

Include your FEIN on all returns, payments, and correspondence you send to the SCDOR.

For more information about Corporate Income Tax, visit **dor.sc.gov/tax/corporate**. Corporate Tax tutorials are available at **dor.sc.gov/ted/tutorials**.

Filing ID: 230428-1013588

Filing Date: 04/28/2023

## STATE OF SOUTH CAROLINA SECRETARY OF STATE

## ARTICLES OF ORGANIZATION Limited Liability Company – Domestic

The undersigned delivers the following articles of organization to form a South Carolina limited liability company pursuant to S.C. Code of Laws Section 33-44-202 and Section 33-44-203.

| Your Choice Home Buyers, LLC  |   |
|---|---|
|   |   |
|   |   |
| *Note: The name of the limited liability company must controperation "L.L.C.", "LLC", "L.C.", "LC", | ain <u>one</u> of the following endings: "limited liability company" or "limited<br>, or "Ltd. Co." |
| The address of the initial designated office of the 141 Traction St. Unit 57                        | limited liability company in South Carolina is  |
| (Street Address)  |   |
| Greenville, South Carolina 29611  |   |
| (City, State, Zip Code)   |   |
| The initial agent for service of process is   |   |
| Andrew Frederick  |   |
| (Name)  |   |
| (Signature of Agent)  |   |
| And the street address in South Carolina for this in 312 Wheatfield Ct.                             | nitial agent for service of process is:   |
| (Street Address)  |   |
| Travelers Rest  | South Carolina 29690  |
| (City)  | (Zip Code)  |
| List the name and address of each organizer. On   | aly one organizer is required, but you may have more than one.                                      |
| Dave Costello   |   |
| (Name)<br>141 Traction St. Unit 57  |   |
| (Street Address)  |   |
| Greenville, South Carolina 29611  |   |
| (City, State, Zip Code)   |   |

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|   | Your Choice Home Buyers, LLC  |
|---|---|
|   |   |
|   |   |
|   |   |
|   | Name of Limited Liability Company   |
|   |   |
| (Name)  |   |
|   |   |
|   |   |
| (Street Address)  |   |
|   |   |
| (City, State, Zip Code)   |   |
| Check this hay only if the company is to be a i   | term company. If the company is a term company, provide the   |
| term specified.   |   |
|   |   |
| Check this box only if management of the limit  | ted liability company is vested in a manager or managers. If this<br>ude the name and address of each initial manager.        |
| company is to be managed by managers, mon   | due the harte and address of each titual manager.   |
|   |   |
| (Name)  |   |
|   |   |
| (Street Address)  |   |
| Officer Address)  |   |
| (City, State, Zip Code)   |   |
| ony, otate, zip oode)   |   |
|   |   |
| (Name)  |   |
|   |   |
| (Street Address)  |   |
|   |   |
| (City, State, Zip Code)   |   |
|   |   |
| Check this box only if one or more of the men   | nbers of the company are to be liable for its debts and obligation  |
| under Section 33-44-303(c). It one or more membe<br>obligations or liabilities such members are liable in t | ers are so liable, specify which members, and for which debts, their capacity as members. This provision is optional and does |
| not have to be completed.   | area supusity do membera. The provision is optional and dood  |
|   |   |
|   |   |
|   |   |
|   |   |
|   |   |
| Unless a delayed effective date is specified, these a   | articles will be effective when endorsed for filing by the Secretary  |
| State. Specify any delayed effective date and time  |   |

|  |                     | N              | lame of Limited Liab | ility Company |
|--|---------------------|----------------|----------------------|---------------|
| Any other provisions not consistent with law which the care required or are permitted to be set forth in the limiter separate attachment. Please make reference to this se | d liability company | operating agre | eement may be        |               |
| 10. Each organizer listed under number 4 <u>must</u> sign.   |                     |                |                      |               |
| Dave Costello  |                     |                |                      |               |
| Signature of Organizer   |                     |                |                      |               |
| Date: 04/28/2023   |                     |                |                      |               |
|  |                     |                |                      |               |
| Signature of Organizer   |                     |                |                      |               |
| Date:  |                     |                |                      |               |
|  |                     |                |                      |               |

Your Choice Home Buyers, LLC

### **OPERATING AGREEMENT**

**OF** 

### Your Choice Home Buyers, LLC

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT ("Operating Agreement") has been made and entered into by and among the persons who are members (individually "Member" or collectively "Members") of Your Choice Home Buyers, LLC, a South Carolina limited liability company ("Company") for the purpose of setting forth the rights and obligations of each Member and of the Company formed pursuant to the provisions of the South Carolina Uniform Limited Liability Company Act of 1996, S.C. Code Ann. §33-44-101 et seq. (the "Act"). This Operating Agreement is entered into by the undersigned Members, effective as of the date of its execution.

### **RECITALS**

- A. The Company was formed on April 28, 2023, subject to the laws of the State of South Carolina; and
- B. The Members have agreed upon the terms and conditions that will govern the Company and their relationship and wish to reduce such agreement to writing.

In consideration of the mutual agreements and obligations contained in this Operating Agreement, and other valuable consideration, the receipt and adequacy of which is acknowledged, the Members agree as follows:

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### ARTICLE I – DEFINITIONS

When used in this Operating Agreement, the terms below shall have the following meanings:

- 1.1 "Act" means the South Carolina Uniform Limited Liability Company Act of 1996, S.C. Code Ann. §33-44-101 et seq., as amended from time to time, (or the corresponding provision(s) of any succeeding law).
- "Capital Contribution(s)" means the amount of cash and the agreed value of property, services rendered, or a promissory note or other obligation to contribute cash or property or to perform services contributed by the Member for such Member's interest in the Company, equal to the sum of the Member's initial Capital Contributions, plus the Member's additional Capital Contributions, if any, made pursuant to Sections 4.1 and 4.2, respectively, less payments or distributions made pursuant to Section 5.1, which are deemed a return of capital under the Act.
- 1.3 "Code" means the Internal Revenue Code of 1986 and the regulations promulgated thereunder, as amended from time to time (or any corresponding provision or provisions of succeeding law).
- 1.4 "Member" means a person who:
  - (a) Is a member of the Company as provided by the terms of this Operating Agreement; and
  - (b) Has not dissociated from the Company under S.C. Code Ann. § 33-44-601.

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- 1.5 "Person" means an individual, business corporation, nonprofit corporation, partnership, limited partnership, limited liability company, limited cooperative association, unincorporated nonprofit association, statutory trust, business trust, common law business trust, estate, trust, association, joint venture, public corporation, government or governmental subdivision, agency, or instrumentality, or another legal or commercial entity.
- 1.6 "Articles of Organization" means the articles of organization required under S.C. Code
  Ann. § 33-44-202. The term includes the articles of organization as amended or restated.
- 1.7 "Authorized representative" means:
  - (a) In the case of the formation of a limited liability company, a person authorized by a prospective member of the limited liability company to form the company by executing and filing its articles of organization with the South Carolina Secretary of State.
  - (b) In the case of an existing limited liability company, with respect to the execution and filing of a record with the South Carolina Secretary of State or taking any other action required or authorized under the Act:
    - i. A manager of a manager-managed limited liability company who is authorized to do so;
    - ii. A member of a member-managed limited liability company who is authorized to do so; or
    - iii. An agent or officer of the limited liability company who is granted the authority to do so by such a manager or such a member, pursuant to the Operating

Agreement of the limited liability company or pursuant to S.C. Code Ann. § 33-44-401.

- 1.8 "Manager" means a person, whether or not a member of a manager-managed company, who is vested with authority under S.C. Code Ann. § 33-44-301.
- 1.9 "Manager-managed company" means a limited liability company which is so designated in its articles of organization.
- 1.10 "Member-managed company" means a limited liability company other than a manager-managed company.
- 1.11 "Majority Interest Vote" means a vote in which each Member's vote is weighted based on their percentage ownership in the Company. Any action subject to a Majority Interest Vote will only be taken if Members owning more than fifty percent (50%) of the Company vote in favor of such action.
- 1.12 "Unanimous Interest Vote" means a vote requiring all of the Members. Any action subject to a Unanimous Interest Vote will only be taken if Members owning one hundred percent (100%) of the Company vote in favor of such action.

# ARTICLE II – FORMATION

- 2.1 <u>Organization</u>. The Members hereby organize the Company as a South Carolina limited liability company pursuant to the provisions of the Act.
- 2.2 <u>Effective Date</u>. This Operating Agreement shall take effect from the date of execution by the undersigned Members.

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- 2.3 Operating Agreement: Invalid Provisions. The Members, by executing this Operating Agreement, hereby agree to the terms and conditions of this Operating Agreement as they may, from time to time, be amended. To the extent any provision of this Operating Agreement is prohibited or ineffective under the Act, this Operating Agreement shall be deemed to be amended to the least extent necessary to make this Operating Agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way as to validate any provision of this Operating Agreement that was formerly invalid, such provision shall be considered to be valid from the effective date of such amendment or interpretation.
- 2.4 <u>Registered Agent</u>. The name and location of the Registered Agent of the Company shall be: Andrew Frederick, 312 Wheatfield Ct. Travelers Rest, SC 29690.
- 2.5 <u>Term.</u> The Company shall continue at will, unless:
  - (a) Members vote for dissolution by a Majority Interest Vote;
  - (b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or
  - (c) Any other event causing dissolution of this Limited Liability Company under the laws of the State of South Carolina.
- 2.6 <u>Continuance of Company</u>. Notwithstanding the provisions of Article 2.5, in the event of an occurrence described in Article 2.5(c), if there is at least one remaining Member, said remaining Member shall have the right to continue the business of the Company. Such right can be exercised by the written vote of the remaining Member within ninety (90) days

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after the occurrence of an event described in Article 2.5(c). If not so exercised, the right of the Member to continue the business of the Company may expire if that Member desires.

# ARTICLE III – PURPOSE; NATURE OF BUSINESS

- 3.1 <u>Purpose: Nature of Business.</u> The purpose of the Company shall be to engage in the acquisition, sale, and management of real estate and any other lawful purpose.
- 3.2 <u>Powers</u>. The Company shall have all powers of a limited liability company under the Act and the power and authority to do all things necessary or convenient to accomplish its purpose and operate its business as described in Section 3.1 hereof.

# ARTICLE IV – MEMBERS AND CONTRIBUTIONS

- 4.1 <u>Members and Initial Contribution</u>. The name, address, and value of the initial Contribution of each Member is set forth on Schedule A, attached hereto.
- 4.2 <u>Additional Contributions</u>. The Members shall have an obligation to make additional Contributions to the Company if the Members so decide by a Unanimous Interest Vote.
- 4.3 <u>Membership Interest</u>. Each Member shall have the following initial membership interest in the Company: Abundant Estate Holdings, LLC shall have a fifty-one percent (51%) ownership interest in the Company. DCC Holdings, LLC shall have a forty-nine percent (49%) ownership interest in the Company.
- Admission of Additional Members. Except as otherwise expressly provided in this Agreement or by law, no additional members may be admitted as Members or Managers to the Company through issuance by the Company of a new interest in the Company without the prior, written consent of all the Members.

### ARTICLE V – DISTRIBUTIONS AND ALLOCATIONS

- 5.1 <u>Distributions and Allocations</u>. All distributions of cash or other assets of the Company shall be made and paid to the Members in proportion to their respective Membership Interests. The Members shall determine and distribute available funds at least quarterly or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Members. Distributions in liquidation of the Company or in liquidation of a Member's interest, shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).
- 5.2 <u>Withdrawal Right</u>. No member shall be entitled to withdraw any part of his or her Capital Account or to receive any distributions from the Company, except as expressly provided in this Agreement.
- Profits and Losses. The Net Profits and Net Losses of the Company shall be the net profits and net losses of the Company as determined for Federal income tax purposes. The Net Profits and Net Losses of the Company and each item of income, gain, loss, deduction or credit shall be allocated to the Members in proportion to their respective Membership Interests.

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### ARTICLE VI - TAXATION

- 6.1 <u>Income Tax Reporting</u>. The Members are aware of the income tax consequences of the allocations made by Article V hereof and hereby agree to be bound by the provisions of Article V hereof in reporting the Member's share of Company income and loss for federal and state income tax purposes.
- Olisregarded as an Entity. Notwithstanding anything contained herein to the contrary and only for purposes of federal and, if applicable, state income tax purposes, the Company shall be disregarded as an entity separate from the Members for such federal and state income tax purposes, unless and until the Members cause the Company to file an election under the Code to be classified as an association taxable as a corporation.

# ARTICLE VII – RIGHTS, POWER, AND AUTHORITY OF THE MEMBERS

- Management by the Member(s). The Members shall have the full and exclusive right, power, and authority to manage the affairs of the Company and to bind the Company, to make all decisions with respect thereto, and to do or cause to be done any and all acts or things deemed by the Members to be necessary, appropriate, or desirable to carry out or further the business of the Company. If there is more than one Member, all decisions and actions of the Members, except as otherwise specified in this Agreement, shall be made by Majority Interest Vote of the Members, whether acting at a meeting or by written consent. Specifically:
  - (a) Any legally binding agreement must have a Majority Interest Vote of the Members.

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- (b) Any decision that involves a lease, an acquisition of another company, hiring of employees or subcontractors, acquisition or sale of physical assets, a contract for goods and/or services must have a Majority Interest Vote of the Members.
- (c) Any decision that involves a loan to the Company or the pledging of Company assets as collateral must have a Unanimous Interest Vote of the Members.
- (d) Any decision that involves the settlement of litigation to which the Company is a party or confession of judgment by the Company must have a Unanimous Interest Vote of the Members.
- (e) If a Member disagrees with a decision or proposed decision, such Member may call a vote to decide the course of action. If any Member calls a vote, a Majority Interest Vote, or such higher voting threshold as specified in this Agreement, must be completed to take an action on behalf of the Company, and such vote must be in writing.
- 7.2 Member's Right to Information. Each Member shall have reasonable access to the Company's records at the Company's principal place of business. The right to access provides the opportunity to inspect and copy records during ordinary business hours. The Company will impose a reasonable charge, limited to the costs of labor and material, for copies of such records furnished.
- 7.3 Partition Right. No Member will have the right to require partition of the Company property or to compel any sale of the Company's assets or any sale of a deceased Member's interest in the Company's assets without a written Majority Interest Vote in favor of such action, notwithstanding any provision of law to the contrary.

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- Mediation. If a dispute among the Members arises out of or relating to this Agreement, or the breach thereof, the Members agree to negotiate in good faith among themselves to resolve the dispute. The Members also agree to engage the Company's accounting, legal and other professional advisors if doing so will assist in resolving the dispute. If the Members cannot settle the dispute through negotiation and before invoking the deadlock resolution provision in Section 7.5, the Members agree to attempt to resolve the dispute through voluntary participation in mediation administered (i) if the Members mutually agree, by such disinterested and competent person as the Members shall select or (ii) in the absence of mutual agreement on choice of a mediator, pursuant to the commercial mediation rules of the American Arbitration Association. Fees applicable to the administration of the mediation and the mediator's fee shall be paid equally by all Members.
- 7.5 <u>Deadlock Resolution Provision</u>. If the Members (i) either hold equal membership interests in the Company, (ii) remain divided on a material issue following negotiation and mediation as provided above, and (iii) cannot otherwise mutually agree on the conduct of the business and affairs of the Company, a deadlock between the Members shall be deemed to have occurred. Upon the occurrence of a deadlock, one Member (hereinafter referred to as the "Offeror") may elect to purchase the membership interest in the Company of the other Member (hereinafter referred to as the "Offeree") at a price which the Offeror believes to be the fair market value of the Offeree's membership interest in the Company. The Offeror shall notify the Offeree in writing of the offer to purchase, stating the total purchase price for the Offeree's membership interest in and the terms of such purchase. At the Offeree's option, the Offeree shall have the right to either (i) buy the Offeror's

membership interest in the Company at the price and on the terms contained in the Offeror's offer or (ii) to sell the Offeree's interest to the Offeror at the designated price and terms. The offer, when made by the Offeror, is irrevocable for thirty (30) days. The Offeree shall have ten (10) days from the receipt of such offer to make its election, that is, either to buy such interest of the Offeror or to sell its own interest, notice of which shall be made in writing executed by the Offeree and stating the nature of the election. A Member which is obligated to purchase the interest of another Member pursuant to the provisions hereof shall have twenty (20) days from the date of receipt of the written election from such other Member to pay the designated price and satisfy the terms of such purchase. Should the Member who has received an offer to sell or buy fail to make the election required herein in a timely fashion, then such non-responding party shall be deemed to have elected and agreed to sell or buy, as the case may be, according to the terms of the offer.

Right to sign on behalf of the Company. Abundant Estate Holdings LLC is represented by Casey J. Munro. DCC Holdings, LLC is represented by Dave Costello. Both Casey J. Munro and Dave Costello have the right and authority to sign agreements on behalf of Your Choice Home Buyers, LLC and bind the company thereby.

### ARTICLE VIII - DISSOLUTION AND WINDING UP

8.1 Events of Dissolution. The Company shall be dissolved upon the first to occur of: (a) the written consent of all the Members; or (b) the entry of a decree of judicial dissolution under the Act.

### ARTICLE IX – BOOKS AND RECORDS

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- 9.1 <u>Books and Records</u>. The Members shall keep, or cause to be kept, at the principal place of business of the Company true and correct books of account, in which every transaction of the Company shall be entered fully and accurately. The Company's taxable and fiscal years shall be the calendar year.
- 9.2 <u>Initial Principal Office</u>. The initial principal place of business at which the Company's books and records shall be maintained shall be 141 Traction Street, Unit 57 Greenville, SC 29611 or such other address as the Members may, from time to time, elect.

# ARTICLE X – LIMITATION OF LIABILITY; INDEMNIFICATION

- Limited Liability. Except as otherwise provided by the Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and the Members shall not be obligated personally for any such debt, obligation, or liability of the Company solely by reason of being a Member. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Operating Agreement or the Act shall not be grounds for imposing personal liability on the Members for any debts, liabilities, or obligations of the Company. Except as otherwise expressly required by law, the Members, in such Member's capacity as such, shall have no liability in excess of: (a) the amount of such Member's net Capital Contributions; (b) such Member's share of any assets and undistributed profits of the Company; and (c) the amount of any distributions required to be returned pursuant to S.C. Code Ann. § 33-44-407.
- 10.2 <u>Indemnification</u>. The Company (including any receiver or trustee of the Company) shall, to the fullest extent provided or allowed by law, indemnify, save harmless, and pay all

judgments and claims against the Members and each of the Member's agents, affiliates, heirs, legal representatives, successors and assigns (each, an "Indemnified Party") from, against, and with respect to any and all liability, loss, damage, and expense incurred or sustained by the Indemnified Party in connection with the business of the Company or by reason of any act performed or omitted to be performed in connection with the activities of the Company or in dealing with third parties on behalf of the Company, including costs and attorneys' fees before and at trial and at all appellate levels, whether or not suit is instituted (which attorneys' fees may be paid as incurred), and any amounts expended in the settlement of any claims of liability, loss or damage, provided that the act or omission of the Indemnified Party does not constitute fraud or willful misconduct by such Indemnified Party. The Company shall not pay for any insurance covering liability of the Members or the Members' agents, affiliates, heirs, legal representatives, or successors and assigns, for actions or omissions for which indemnification is not permitted hereunder; provided, however, that nothing contained herein shall preclude the Company from purchasing and paying for such types of insurance, including extended coverage liability and casualty and workers' compensation, as would be customary for any Person owning, managing and/or operating comparable property and engaged in a similar business or from naming the Members and any of the Members' agents, affiliates, heirs, legal representatives, successors or assigns or any Indemnified Party as additional insured parties thereunder.

10.3 Non-Exclusive Right. The provisions of this Article X shall be in addition to and not in limitation of any other rights of indemnification and reimbursement or limitations of liability to which an Indemnified Party may be entitled under the Act, common law, or

otherwise. Notwithstanding any repeal of this Article X or other amendment hereof, its provisions shall be binding upon the Company (subject only to the exceptions above set forth) as to any claim, loss, expense, liability, action, or damage due to or arising out of matters which occur during or relate to the period prior to any such repeal or amendment of this Article X.

## ARTICLE XI - COMPENSATION

- 11.1 <u>Member Management Fee</u>. Any Member rendering services to the Company shall be entitled to compensation commensurate with the value of such services if a Majority Interest Vote of Members agree.
- 11.2 <u>Reimbursement</u>. The Company shall reimburse the Members for all direct out-of-pocket expenses incurred by them in managing the Company if a Majority Interest Vote of Members agree.

### ARTICLE XII - BOOKKEEPING

- 12.1 <u>Books</u>. The Members shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business or other agreed location. Such books shall be kept on such method of accounting as the Members shall select. The Company's accounting period shall be the calendar year.
- 12.2 <u>Member's Accounts</u>. The Members shall maintain separate capital and distribution accounts for each Member. Each Member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his or her initial capital contribution:
  - (a) increased by any additional capital contribution made by the Member;

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- (b) increased by credit balances transferred from his or her distribution account to his or her capital account;
- (c) decreased by distributions to him or her in reduction of Company capital; and
- (d) decreased by the Member's share of Company losses if charged to his or her capital account.
- 12.3 Reports. The Members shall close the books of account after the close of each calendar year, and shall prepare and send to each Member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

## ARTICLE XIII - TRANSFER

- 13.1 <u>Valuation</u>. The value of the Company shall be the fair market value of the Company as of the date of acceptance of offer of sale.
- 13.2 <u>Proper Dissociation vs. Improper Dissociation</u>. Member dissociations will be deemed Proper or Improper as follows:
  - (a) A "Proper Dissociation" is when a Member dissociates from the Company:
    - (1) because of his or her own death,
    - (2) because of his or her own permanent disability which prevents him or her from carrying out his or her duties with respect to the Company, or
    - (3) in the event his or her dissociation is otherwise deemed proper by a Majority Interest Vote of the remaining Members.
  - (b) An "Improper Dissociation" is any dissociation that is not a Proper Dissociation, as defined above.

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- (1) In the event of Improper Dissociation, the value of such exiting Member's interest in the company, after being determined according to the procedures herein, shall be discounted by 25%. The Members agree this discount reflects the amount by which the value of the Company will be reduced by an Improper Dissociation.
- (2) If a Member Improperly Dissociates, within 30 days of the remaining Members receiving notice of such dissociation, the remaining Members may, by a Majority Interest Vote, elect to require the Improperly Dissociating Member to sell his or her interest in the Company to the remaining Members or to the Company. If the remaining Members invoke this right, the value of the exiting Member's interest in the Company shall be determined in accordance with section 13.4 of this Agreement, as if the exiting Member had no buyer for his or her interest.
- Assignment. If at any time a Member proposes to sell, assign, or otherwise dispose of any or all of his or her interest in the Company, the Member shall comply with the following procedures:
  - (a) First, make a written offer to sell such interest at a stated price to the other Member(s). At this point, the exiting Member may not make this intention publicly known. If the other Members decline or fail to elect the right to buy such interest within sixty (60) days, the exiting Member shall make a written offer to sell such interest to the Company. If the Company declines or fails to elect the right to buy such interest within sixty (60) days, the exiting Member may advertise its membership interest for sale as such Member sees fit.

- (b) If after complying with 13.3(a), Member has a buyer for Member's interest, the other Members and/or the Company has the first right of refusal to purchase the exiting Member's interest for the agreed price. If there is more than one remaining Member, remaining Members may combine funds to purchase the exiting Member's interest. The remaining Members and/or Company have thirty (30) days to exercise such right of first refusal. The exiting Member must show that the potential purchaser has full certified funds or the ability to get full certified funds before the first right of refusal period starts.
- (c) Pursuant to applicable law, the remaining Members (not including the exiting Member or the purchaser of the exiting Member's interest), may approve, by a Majority Interest Vote, the sale of the exiting Member's interest such that the purchaser is granted full Membership rights to participate in the management and affairs of the Company, including voting rights. If the remaining Members do not so vote to approve such sale, then the purchaser shall only have the right to receive the share of distributions his or her purchased interest entitles him or her to, and he or she shall have no right to participate in the management or affairs of the Company. The exiting Member must disclose to the purchaser if the remaining Members will not approve the sale.
- 13.4 <u>Valuation of Exiting Member's Interest</u>. If a Member wants to exit the Company and does not have a buyer of such Member's interest or if the exiting Member is or has dissociated from the Company Improperly and the remaining Members have elected, pursuant to their rights in Section 13.2(b)(2), to require him or her to sell his or her interest in the Company to the remaining Members or to the Company, the exiting Member will assign his or her interest to the remaining Members or the Company according to the following procedures:

- (a) A value must be placed on the interest before it is assigned.
- (b) If the exiting Member and the remaining Members do not agree on the value of that interest, the exiting Member must pay for a certified appraiser to appraise the Company value and the exiting Member's interest will be assigned a value according to the exiting Member's interest percentage.
- (c) The remaining Members must approve the certified appraiser used by the exiting Member. Remaining Members have thirty (30) days to approve the exiting Member's certified appraiser. If the remaining Members disapprove of the certified appraiser, they must show evidence demonstrating a reasonable basis for such disapproval. Remaining Members may not stall the appraisal process by disapproving all certified appraisers.
- (d) If remaining Members disagree with the value placed on the exiting Member's interest, remaining Members must pay for a certified appraiser to appraise the Company value. Such appraisal must be completed within thirty (30) days of the completion of the exiting Member's appraisal. Upon completion of remaining Members' appraisal, the exiting Member must approve such appraisal within thirty (30) days.
- (e) If the exiting Member does not approve the remaining Members' appraisal, the value of the Company will be determined by adding both parties' values and then dividing the sum in half.
- (f) Whether a Member dissociates Properly or Improperly, such Member shall be liable to the Company and to the remaining Members for all amounts payable by the exiting Member under the Operating Agreement.

- (g) If the exiting Member is Improperly Dissociating, the value of his or her interest will be discounted by twenty-five percent (25%), as agreed herein.
- Distribution of the Exiting Member's Interest. Upon determination of the value of the exiting member's interest and, if such exiting member is engaging in an Improper Dissociation, after application of the above-described discount, the value will be a debt of the Company. Whether the Member's dissociation is Proper or Improper, as defined above, the Company may offset the value of the exiting Member's interest with any amounts payable by the exiting Member under the Operating Agreement. If the Member is dissociating Improperly, as defined above, such Improperly Dissociating Member, in addition to accepting the discount agreed upon in 13.2 above, shall also be liable to the Company and to the other Members for all costs, expenses (including reasonable attorney's fees), and damages caused by the Improper Dissociation. The Company may offset the value of such Improperly Dissociating Member's interest with all such costs, expenses, and damages. The value of his or her interest so offset and/or discounted, the exiting Member may demand payment either at the dissolution of the Company or by the following method:
  - (a) Total amount due to the exiting Member shall be paid in five (5) equal, annual installments over a five (5) year period, with interest payable according to the Internal Revenue Service Applicable Federal Rate (AFR) Rulings as of the month preceding the closing date of the sale of the exiting Member's share. The AFR applicable to the entire five (5)-year payment term shall be the mid-term AFR, with the annual period for compounding, as stated in the IRS AFR Ruling as of the month preceding the closing date of the sale of the exiting Member's share. The first payment shall be due

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- one (1) year from the closing date of the sale of the exiting Member's share of the Company, with the accrued annual interest as calculated by the Applicable Federal Rate (AFR), as defined above.
- (b) If the Company dissolves, the exiting Member will be a regular creditor and payment will follow normal LLC dissolution payment statutes.
- (c) The Company may prepay any amount owed to an exiting Member earlier than this Agreement requires.

### ARTICLE XIV - AMENDMENT

14.1 <u>Amendment</u>. This Operating Agreement and the Articles of Organization may not be amended, altered, or modified, except by the unanimous written consent of the Members.

## ARTICLE XV – MISCELLANEOUS

- 15.1 <u>Binding Effect</u>. This Operating Agreement shall be binding upon and inure to the benefit of the undersigned, its legal representatives, heirs, successors, and assigns.
- 15.2 <u>Applicable Laws</u>. This Operating Agreement and the rights and duties of the Members hereunder shall be governed by, and interpreted and construed in accordance with, the laws of the State of South Carolina, without regard to principles of choice of law.
- 15.3 <u>Headings</u>. The article and section headings in this Operating Agreement are inserted as a matter of convenience and are for reference only and shall not be construed to define, limit, extend or describe the scope of this Operating Agreement or the intent of any provision.
- 15.4 <u>Number and Gender</u>. Whenever required by the context hereof, the singular shall include the plural, and vice versa and the masculine gender shall include the feminine and neuter genders, and vice versa.

- 15.5 <u>Tax Elections</u>. In the event of a transfer of a Member's interest, or upon the death of a Member, or in the event of the distribution of Company property to any party hereto, the Company may (but need not necessarily) file an election, in accordance with Section 754 of the Code to cause the basis of the Company Property to be adjusted for Federal income tax purposes, as provided by Sections 734 and 743 of the Code.
- 15.6 New Members. Each person who becomes a Member in the Company, by becoming a Member, shall and does hereby ratify and agree to be bound by the terms and conditions of this Operating Agreement.
- 15.7 <u>Approval Rights of Member</u>. Notwithstanding anything in this Operating Agreement to the contrary, the following actions by the Company shall require a written consent of all the Members:
  - (a) The adoption of a plan of merger or consolidation involving the Company,
  - (b) The purchase, lease, or acquisition of any property by the Company, other than in the usual and regular course of business of the Company; and
  - (c) The sale, lease, exchange or other disposition of all or substantially all of the property of the Company, other than in the usual and regular course of business of the Company.
- 15.8 Agreement Among Members. This Agreement contains a complete statement of all of the arrangements among the parties hereto with respect to the Company and cannot be changed, altered, or terminated orally in any manner other than by written agreement executed by all of the Members. There are no representations, agreements, arrangements

or understandings, oral or written, between or among the parties hereto, relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

15.9 <u>Conflict of this Agreement with any Prior Agreement Between or Among Members and/or</u>

the Company. To the extent any prior agreement between or among the Members and/or
the Company is inconsistent with this agreement, the latest-executed agreement controls.

**IN WITNESS WHEREOF**, this Operating Agreement has been made and executed by the Members.

| Adundant Estate Holdings, LL | bundant Estate Ho | ldings, | LL | C |
|------------------------------|-------------------|---------|----|---|
|------------------------------|-------------------|---------|----|---|

|            | DocuSigned by:                    |  |
|------------|-----------------------------------|--|
| By: Title: | Casey Munto 613065D7303E402 Owner |  |
| Date:      | 6/27/2023                         |  |

DCC Holdings, LLC

|        | DocuSigned by:  |
|--------|-----------------|
|        | Druip Costello  |
| By:    | 9BD86B6062FC4A8 |
| Title: | Co-Owner        |
| Date:  | 6/27/2023       |
|        |                 |

# SCHEDULE A

# CAPITAL CONTRIBUTION OF THE MEMBERS

| Member                        | Initial Capital Contribution |
|-------------------------------|------------------------------|
| Abundant Estate Holdings, LLC | \$1                          |
| DCC Holdings, LLC             | \$1                          |

# Pickens County, SC

### **Summary**

**Parcel Number** 4088-15-64-9389 **Account Number** R0094349 **Location Address** 109 WILEY ERD **Account Status** 

Purged MH **Account Type Property Type** Mobile Home

Subdivision **LEA Code** 

0010

Zoning **Tax District Business name** 

A12-Liberty R13370

Local No Lot No

0.9900

Acres Extension

Property Description N/SIDE CAMPGROUND RD PLAT 44/93 P/O PLAT 617/71

#### **View Map**

# **New Search**

### Owner

Your Choice Home Buyers LLC 9 Rosemary Ln Greenville, SC 296150000

## **Assessment Appeal Process**

Would you like to submit an appeal for the assessment of this property?  $\underline{\text{Click Here}} \text{ for more information.}$ 

### **Documents**

| Sale Date  | Sale<br>Price | Doc<br>Type | Book  | Page | Vacant or<br>Improved | Grantor   | Grantee   |
|------------|---------------|-------------|-------|------|-----------------------|---|---|
| 02/13/2024 | \$0           | MHTR        | 2658/ | 151  | Vacant                | YOUR CHOICE HOME BUYERS LLC   | YOUR CHOICE HOME BUYERS LLC                               |
| 01/30/2024 | \$78,000      | ATI         | 2639/ | 105  | Vacant                | MILES CRYSTAL A JOHNSON; MILES CRYSTAL A JOHNSON, AS TRUSTEE FOR BEARDEN et al. | YOUR CHOICE HOME BUYERS LLC                               |
| 09/08/2023 | \$0           | AddRef      | 2581/ | 232  | Vacant                | ILES CHRISTINA: AKERS ANDREW NELSON   | MILES CRYSTAL A JOHNSON: MILES CRYSTAL A JOHNSON TRUSTEE; |
| 12/05/2022 | \$0           | PLAT        | 617   | 71   | Vacant                |   |   |
| 09/03/1987 | \$0           | PI AT       | 44    | 93   | Vacant                |   |   |

#### Land

| Description              | Acres |
|--------------------------|-------|
| 6% Land Mobile Home Site | 0.99  |

### **Buildings**

Building No. 1

Occupancy 6% Mobile Home
Description Mobile Home
HVAC Heat Pump
Foundation

Roof Type

Gable

Roof Cover Composition Shingle

Square Feet 1152 Stories 1

Built As Double Wide Year Built 2003
Exterior Vinyl Siding Width 24
Length 48

## Map



No data available for the following modules: Valuation by Year, Notice of Value, Mobile Homes.

Pickens County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

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