



Tax Credit & Syndication Opportunities
Advanced MEO Institute
October 15, 2025
Andrew Porio
Senior Vice President, Business Development

The information provided here is for informational and educational purposes and current as of the date of publication. The information is not a substitute for legal advice and does not necessarily reflect the opinion or policy position of the Municipal Association of South Carolina. Consult your attorney for advice concerning specific situations.

Presentation Outline

- Welcome
- Tax Credit Overview & Statistics
- State & Federal Credits: A Deeper Dive
- Tax Credit Monetization Process
- TCM Recent Fund Statistics
- Project Spotlights
- Recent Legislation, Takeaways, Questions



Tax Credit Marketplace: A Timeline

2010

Principals began monetizing S.C. tax credits

2013

Formed Tax Credit Marketplace, LLC

Tax Credit Marketplace began connecting investors with developers to partner in the monetization and investment of tax credits.

2014

Launched first annual state credit fund

This state credit fund was designed to aggregate credits, which solved an inefficient market.

2017

Formed Poinsett Securities, LLC

Poinsett Securities, LLC was formed to be a captive Broker Dealer for Tax Credit Marketplace, LLC

2017

2017

Closed first federal tax credit fund

2021

Opened Charleston, SC office

2024

Opened Columbia, SC office

2024

\$192M in Monetized Tax Credits



Purpose of South Carolina Rehabilitation/Revitalization Tax Credit

The acts create an incentive for the rehabilitation, renovation, and redevelopment of abandoned and/or historic buildings located in

South Carolina.







SC Tax Credits: By the Numbers

SC Annual Revenue: \$14B

SC Estimated Annual Tax Credits Claimed: \$1B

SC Revitalization Credits Claimed: \$70-80M



Glossary

SC DOR	South Carolina Department of Revenue	
SHPO	State Historic Preservation Office	
NPS	National Park Service	
NOI	Notice of Intent	
Resolution/Ordinance		
Part I, II, III	Application	
QRE	Qualified Rehabilitation Expense	
Cost Certification/AUP Report		



Available Incentives Through TCM*

SC Abandoned Buildings
Revitalization Act

SC Textile Communities
Revitalization Act

SC Historic Rehabilitation Incentives Act



*TCM can invest alongside Opportunity Zone Funds, New Market and LIHTC



Abandoned Building Revitalization

- 2/3 vacant continuously for 5 years prior to submission of NOI
- Costs to increase square footage by over 100% excluded from credit calculation
- 25% credit; \$700k maximum per site. Can be multi-sited in certain circumstances to maximize credits
- Final actual rehab costs must be greater than 80% and capped at 125% of amount in NOI
- Current sunset: 12/31/2035



A/B Qualifying Rehabilitation Expenses

Included	Not Included
Renovation costs of existing building	Cost of acquiring the building, land and other improvements - including purchase price
Redevelopment costs of existing building	Expenses incurred on an abandoned building that is not renovated/redeveloped
Demolition expenses	Demolition expenses if building is on National Register for Historic Places Demolition expenses if building site is not redeveloped
Construction of new buildings	Expenses incurred prior to sending Notice of Intent to rehabilitate site or unit
Expenses that double the square footage of an abandoned building (Various Rules for Textile)	Expenses associated with the increase in square footage if it is more than double the existing building
Environmental remediation	All expenses when the minimum amount of rehabilitation expenses based on the building site location are not incurred
Site Improvements	All expenses when actual expenses are less than 80% of the estimated expense reported in Notice of Intent
Other Improvements on the building site	Cost of personal property at the building site



Notice of Intent

Additional guidance issued (June 2015)

AB: SC Rev Ruling 15-7

- Building site, unit or parcel location
- New construction
- Acreage in site
- Square footage of existing buildings
- Estimated expenses (QREs)



Abandoned Building Credit Producing Projects



5th and Sloan Apartments 2901 Rosewood Drive Columbia, SC



The Dewberry Hotel
L. Mendel Rivers
Federal Building
(built 1964)
Charleston, SC



Anchorage Restaurant
586 Perry Avenue
Greenville, SC



BEACON BLUFF: NORTH AUGUSTA







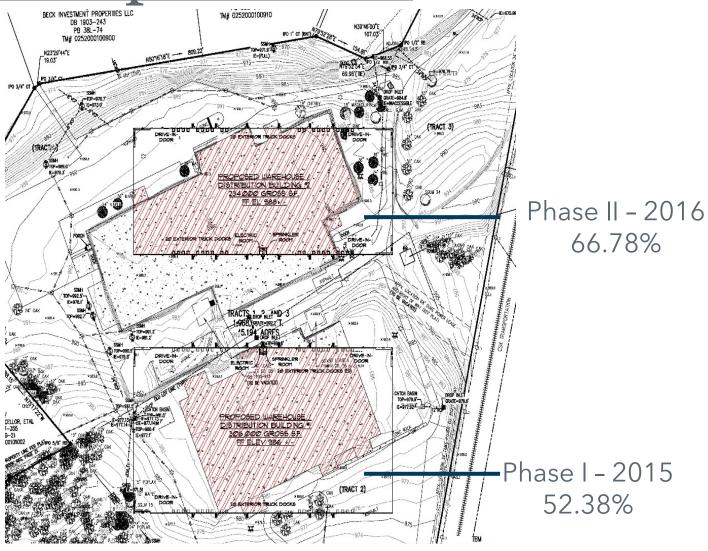
Textile Revitalization

- SC Rev-Proc 15-08
- 25% credit unlimited
- 80% closed continuously for at least **ONE** year prior to filing NOI; or non-operational as a textile facility
- Site may be subdivided with separate developers
- Pre-2008: 1,000 feet; excludes ancillary service areas unless property acquired pre-1/1/2008 (footprint rule)
- Includes only areas within the boundaries of the manufacturing, dyeing or finishing operation
- Post 2018: Distressed area rules commenced

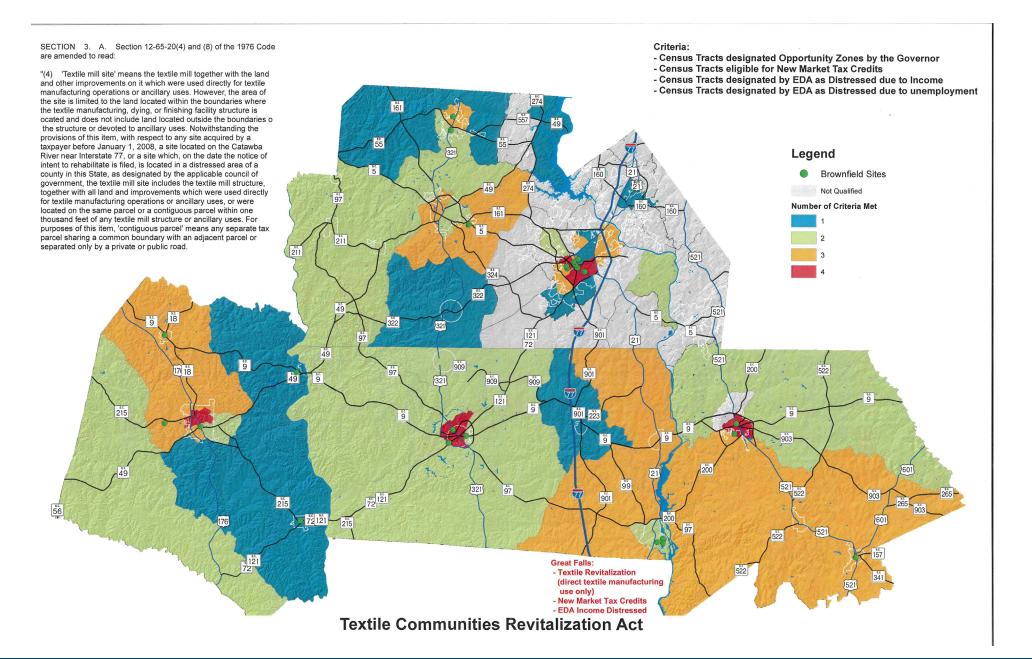


Textile Footprint Rule











Exception to Footprint Rule

If textile site lies in distressed area, as designated by COG, then footprint rule does not apply.

The Appalachian Council of Governments Board of Directors designates the following areas as distressed in 6 Upstate counties:

- Census tracts designated distressed areas by the U.S. Economic Development Administration
- Census tracts designated distressed areas by the Appalachian Regional Commission
- Census tracts designated Opportunity Zones by Governor Henry McMaster
- Census tracts eligible for New Market Tax Credits
- Appeals available



Council of Governments (COG)



Markley Place, LLC c/o Richard Few, Jr. Parker Poe 110 E. Court St, Suite 200 Greenville, SC 29601

January 30, 2020

Dear Richard,

Recent amendments to the South Carolina Textiles Communities Revitalization Act provide the opportunity for tax credits for certain activities pertaining to a property that is located in a distressed area, as designated by the applicable council of governments. At their regular meeting on October 26, 2018, the Appalachian Council of Governments Board of Directors made these designations for Anderson, Cherokee, Greenville, Oconee, Pickens, and Spartanburg Counties.

Through this correspondence, I am certifying that Greenville County tax parcel 0074000100800 is in a distressed area of the State of South Carolina, as designated by the Board of Directors of the Appalachian Council of Governments.

If we may provide further assistance with this effort, please do not hesitate to let me know.

With regards,

E. Brooke Ferguson

Economic Development Director

30 Century Circle, Greenville, SC, 29607 Phone | 864.242.9733 www.scacog.org



100 Roe Road - Travelers Rest, SC



- Former EMB-Tex Plant
- Multiple phases: Single Family Residential, Multifamily, and Commercial



- \$100 \$120 million estimated development budget
- Placed in service over 3-year period (2022 -2024)



Textile Credit Producing Projects



2721 White Horse RdGreenville, SC
Former JP Stevens Textile Mill site



Markley Place
110 Markley Street
Greenville, SC



Notice of Intent

ROEH LLC 1491 E. Poinsett Ext. Greer, South Carolina 29651

- Building site, unit or parcel location

Textile: SC Rev Proc 15-8

- New construction
- Acreage in site Square footage of existing buildings
- Estimated expenses (QREs)

December 30, 2020

VIA ELECTRONIC MAIL AND FEDERAL EXPRESS

Textiles Credit Notice Research and Forms Development South Carolina Department of Revenue Columbia, SC 29214-0019

Re: Notice of Intent to Rehabilitate - Pinestone Development (ROEH, LLC)

To whom it may concern:

My company, ROEH LLC, intends to rehabilitate and redevelop a certain abandoned textile mill site located in the City of Travelers Rest, South Carolina (the "Site"). To offset the costs of rehabilitation, please accept this letter as my company's "Notice of Intent to Rehabilitate" to procure a credit against income taxes in accordance with the South Carolina Textiles Communities Revitalization Act, S.C. Code Section 12-65-10, et seq. (the "Act").

The Site is comprised of a total of approximately 23.26 acres of land located in the City of Travelers Rest, South Carolina (the "City") including:

- Approximately 17.70 acres shown as Tract C, to be a combination of a large portion of TMS #0485000101312 (Tract 3) and a small portion of TMS #0485000101200 (Tract 4), on the attached Survey for Pinestone Capital, LLC by Fant Reichert & Fogleman, Inc. dated March 11, 2018 and recorded November 30, 2020 in Plat Book 1378 at page 78 in the Office of the Register of Deeds for Greenville County, South Carolina (the "ROD"), attached hereto as Exhibit "A" (the "Pinestone Survey"):
- Approximately .808 acres shown on the Pinestone Survey as TMS #0488000200900, part
 of Lot 5 Hillhouse Property, n/f Snikwah, and also shown on the survey prepared by Site
 Design, Inc. for Jonell Thacker Hart, dated January 17, 2000 and recorded in Plat Book 41Q at page 43 in the ROD, attached hereto as Exhibit "B" (the "Snikwah Survey");
- Approximately 2.32 acres partially shown on the Pinestone Survey as TMS #0485000100100, n/f Hawkins Electing Small Business Trust, and more completely and particularly shown on that Boundary Survey for Pinestone Capital, LLC prepared by Fant Reichert & Fogleman, Inc. dated October 9, 2020, attached hereto as Exhibit "C"; and
- Approximately 2.43 acres being a portion of the parcel partially shown on the Pinestone Survey as TMS #0485000100101, more completely and particularly shown as Tract A on that ALTA/NSPS Land Title Survey for Pinestone Capital, LLC by Fant Reichert & Fogleman, Inc. dated March 4, 2020 and recorded in Plat Book 1366 page 0019 in the ROD, attached hereto as Exhibit "D".

ROEH LLC 1491 E. Poinsett Ext. Greer, South Carolina 29651

The Site is located in a distressed area of Greenville County, South Carolina, as certified by that letter of the Appalachian Council of Governments to Pinestone Capital, LLC dated June 16, 2020 and attached hereto as <u>Exhibit</u>"E", and is entitled to the geographic description of a "textile mill site" pursuant to Section 12-65-20(4)(b)(iii) of the Act, the Site being within one thousand feet of a textile mill structure or ancillary uses, specifically the former M-Tex, also known as Emb-Tex, textile mill in the location shown as a "One Story Block & Metal Building" and "One Story Block & Brick Building" traversing Tracts A and B on the Pinestone Survey (the "Textile Mill").

Furthermore, the Textile Mill is certified by the City as an "abandoned" "textile mill" pursuant to Sections 12-65-20(1) and (3) of the Act, and the Site qualifies as part of a "textile mill site" pursuant to Sections 12-65-20(4)(a) and (b)(iii) of the Act, as provided in that Resolution of the City of Travelers Rest adopted on August 10, 2020, attached hereto as Exhibit "F", requested pursuant to Section 12-65-60 of the Act.

The Textile Mill is to be demolished along with all other structures on the Site including without limitation, those identified on the Pinestone Survey as the "One Story Building," the "Tank," the "One Story Block Building," and the "Block Bldg," and on the Snikwah Survey as the "1-Story Brick & Frame" building and the "Garage." Development of the Site is to include new construction of buildings and related roads, other infrastructure, amenities, and additional improvements, as part of a larger multi-phase mixed use development known as Pinestone (to include Tracts A and B on the Pinestone Survey as well as other nearby contiguous properties). Notices of Intent to Rehabilitate for the other properties to be included in the Pinestone development are being delivered contemporaneously.

My company estimates qualified expenses for rehabilitation of the Site are to be approximately Forty Five Million and 0/100 Dollars (\$45,000,000).

Please confirm receipt of this letter. I look forward to working with the South Carolina Department of Revenue to rehabilitate and develop the Site along with the larger Pinestone development. Should you have any questions, or if you require additional materials/information, please do not hesitate to contact me at the address above or Jimmy Wilson at (864) 730-4539.

Sincerely

ROEHLL

By: Jimmy Wilson Its: Vice President

Enclosures



Certifying Resolution

A RESOLUTION

TO CERTIFY PROPERTY AS AN ABANDONED TEXTILE MILL SITE PURSUANT TO SOUTH CAROLINA CODE SECTION 12-65-60 (GREENVILLE COUNTY TAX MAP NUMBERS 0485.00-01-013.12, 001.00, -001.01, -002.00, - 012.00, -012.01, 012.03, and 0488.00-02-009.00)

WHEREAS, the South Carolina Textiles Communities Revitalization Act (the "Act") was enacted in Title 12, Chapter 65 of the South Carolina Code of laws (2008), as amended, to create an incentive for the rehabilitation, renovation, and redevelopment of abandoned textile mill sites located in South Carolina:

WHEREAS, the Act provides that it is necessary to encourage private investment and restore and enhance the tax base of the taxing districts in the areas by the redevelopment of these abandoned textile mills sites:

WHEREAS, South Carolina Code Section 12-65-30 provides that a taxpayer who rehabilitates an abandoned textile mill site is eligible either for a credit against certain income taxes, license fees or premium taxes, or a credit against local property taxes;

WHEREAS, South Carolina Code Section 12-65-20(1) provides that a textile mill is "abandoned" if at least eighty percent of the textile mill has been closed continuously to business or otherwise nonoperational as a textile mill for the previous year:

WHEREAS, South Carolina Code Section 12-65-20(3) provides that a "textile mill" is "a facility or facilities that were initially used for textile manufacturing, dying, or finishing operations and for ancillary uses to those operations;"

WHEREAS, South Carolina Code Sections 12-65-20(4)(a) and (b)(iii), provide that a "textile mill site" includes "the textile mill together with the land and other improvements on it which were used directly for textile manufacturing operations or ancillary uses;" and in the case of the textile mill being in a distressed area of a county in South Carolina, as designated by the applicable council of governments it includes "land and improvements which were used directly for textile manufacturing operations or ancillary uses, or were located on the same parcel or a contiguous parcel within one thousand feet of any textile mill structure or ancillary uses;"

WHEREAS, South Carolina Code Section 12-65-20(b) provides that a "contiguous parcel" is "any separate tax parcel sharing a common boundary with an adjacent parcel or separated only by a private or public road:"

WHEREAS, South Carolina Code Section 12-65-60 provides that a taxpayer may apply to the municipality or county in which the textile mill site is located for a certification of the textile mill site providing that the site qualifies as an abandoned textile mill site and that its geographic area is consistent with Section 12-65-20(4);

WHEREAS, South Carolina Code Section 12-65-60 provides that the taxpayer may conclusively rely upon the certification of the municipality or county in determining the credit allowed:

Page 1 of 2

WHEREAS, South Carolina Revenue Ruling No. 15-8, Section 12.A. provides that a "taxpayer," is that which or who rehabilitates the textile mill site and places it in service for its intended use:

WHEREAS, some or all of the Taxpayers, as provided herein below, intend to develop the Property, as defined herein below, into a mixed use development known as "Pinestone;"

WHEREAS, the map attached hereto as Exhibit A and incorporated herein, shows the subject parcels of land for Pinestone being designated as 0485.00-01-013.12 (the "Mill Parcel") -001.00, -001.01, -002.00, - 012.00, -012.01, 012.03, and 0488.00-02-009.00 (the "Contiguous Parcels," each being a "Contiguous Parcel," and the Contiguous Parcels together with the Mill Parcel being the "Property");

WHEREAS, the chart attached hereto as Exhibit B and incorporated herein, shows the current, affiliated owners of each parcel of the Property being Liquid Combustion Technology LLC, Roeh, LLC, Pinestone Opportunity Fund, LLC, and Pinestone South End Circle, LLC, all South Carolina limited liability companies, Snikwah, Inc., a South Carolina corporation, and Cary H. Hall, Jr. and Joe O. Hawkins, as Co-Trustees of the Hawkins Electing Small Business Trust under Trust Agreement dated March 29, 2002 (collectively, the "Owners," and each an "Owner"):

WHEREAS, the Mill Parcel is to be rehabilitated and developed by affiliated companies Pinestone Apartment Owner, LLC, and Pinestone Commercial Property LLC, both South Carolina limited liability companies:

For purposes herein, each Owner along with Pinestone Apartment Owner, LLC and Pinestone Commercial Property LLC are referred to as the "Taxpayers:"

WHEREAS, the Mill Parcel contains a former textile mill built in approximately 1962 for Emb-Tex, later M-Tex, which manufactured textile products, specifically embroidery. It is believed that M-Tex ceased operations sometime in the early 2000s;

WHEREAS, at least eighty percent of the textile mill has been closed continuously to business or otherwise non-operational at a textile mills site since at least 2007, when Liquid Combustion Technology, LLC acquired the same:

WHEREAS, the Contiguous Parcels share a common boundary with an adjacent parcel and are within one thousand feet of the textile mill structure or ancillary uses;

WHEREAS, the applicable council of governments for the Property, the Appalachian Council of Governments, has certified that the Property is in a distressed area of the State as provided in its letter dated June 16, 2020, attached hereto as Exhibit C and incorporated herein.

NOW THEREFOR, BE IT RESOLVED by the City Council of the City of Travelers Rest, South Carolina, which hereby certifies as follows, as of the date hereof:

Section 1. The Taxpayers have submitted to the City a request for certification of the Property as a textile mill site pursuant to South Carolina Code Section 12-65-60.

Based on the information provided to it, the County hereby certifies pursuant to the Act that:

The Property was a textile mill as defined in S.C. Code Section 12-65-20(3).

The Property has been abandoned as defined in S.C. Code Section 12-65-20(1).

The geographic area of the Property is located within a distressed area as designated by the applicable counsel of government, the Appalachian Council of Governments, and is a textile mill site and its geographic area is consistent with South Carolina Code Section 12-65-20(4).

Section 3. This Resolution shall become upon the date of enactment.

[Signature pages follow.]

DONE, in a meeting duly assembled this _10 __ day of August 2020.

ATTEST:

Charlene Catter Charlene Carter City Clerk and Treasurer

City Administrator



Environmental Indemnity

ENVIRONMENTAL INDEMNITY AGREEMENT

This Environmental Indemnity Agreement ("Agreement"), which is dated as of freeing 2.3 , 2021 is executed by Pinestone Capital, LLC, a South Carolina limited liability clumpany (the "Manager and, "Indemnitor") as a condition to, and to induce 2022 SC induting springing (time Manager ann. presentation of the Section Tax Credit Fund, LLC, a South Carolina limited liability company ("2002 Investor Member"); 2003 SC Revitalization Tax Credit Fund, LLC, a South Carolina limited liability company ("2003 Investor Member"); 2004 SC Revitalization Tax Credit Fund, LLC, a South Carolina limited liability company ("2003 Investor Member"); 2014 SC Revitalization Tax Credit Fund, LLC, a South Carolina limited liability company ("2014 Investor Member"); collectively with 2022 Investor Larcinia minted anomy company (2012 Incostant Mentine); and to make an investment in the amount of approximately \$5.21,000 (the "Incostant Mentines"); and to make an investment in the amount of approximately \$5.21,000 (the "Incostant Mentines"); and to make an investment in the amount of approximately \$5.21,000 (the "Incostant Mentines") in Rottle Justice and the property distribution and operation of the Property Capitalized terms not observince defined herein shall have the meaning assorted to such terms in the Amended and Restated Operating Agreement of the Company distort on or shout the date hereof.

1. Certain Definitions. As used in this Agreement

- (a) "Environmental Claim" means any investigative, enforcement, cleanup, removal, containment, remedial or other private or governmental or regulatory action at any time threatened, instituted or completed pursuant to any applicable Environmental Requirement (hereinather defined), against Company or with respect to the Property.
- (b) "Environmental Report" means any environmental site assessment or other written report delivered as part of the due diligence provided to the Investor Member pursuant to the Investment.
- (c) "Environmental Requirement" means any Environmental Law (hereinafter defined), agreement or restriction (including but not limited to any condition or requirement imposed by any insurance or surety company), as the same now exists or may be changed or amended or come into effect in the future, which pertains to health, safety, any Hazardous Material, or the environment, including but not limited to ground or air or water or noise pollution or contamination, and underground or aboveground tanks
- (d) "Hazardoss Material" means any substance, whether solid, liquid or gascous: which is listed, defined or regulated as a "hazardoss substance", "hazardoss water" or "solid water", or otherwise classified as hazardoss or solve, in or pursuant to any Environmental Requirement; or which is or contains absentos, radon, any polychlorinated biphenyl, urea formaldehyle fournissulation, explosive or radisocutive metratio, arostor feel or other petrolessul. hydrocarbons; or which causes or poses a threat to cause a contamination or nuisance on the
- (e) "Environmental Law" means any federal, state or local law, statute, ordinance, code, rule, regulation, license, authorization, decision, order, injunction, decree, or rule of common law, and any judicial interpretation of any of the foregoing, which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground or air or

license which is coupled with an interest and irrevocable, to remove or cause such removal or to

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(b) As and it is it approved, the term 'Projectoragin Dismost's means all chains, deseated, belief methods gene finishing), been, demand belouding consequently finished the control of th

(i) the presence of any Hazardous Material on the Property; of

(ii) any act, omission, event or circumstance existing or occurring in connection with the handling, treatment, containment, removal, storage, decontamination, clean-up, transport or disposal of any Hazardous Material which present on the Property, or

(iii) the breach of any representation, warranty, covenant or agreement contained in this Agreement, or

(iv) any violation of any Environmental Requirement, regardless of whether any act, emission, event or circumstance giving rise to the violation constituted a violation at the time of the occurrence or inception of such act, omission, event or circumstance; or

(v) any Environmental Claim, or the filing or imposition of any
environmental lien against the Property, because of, resulting from, in connection with, or arising
out of any of the matters referred to in subparagraphs (i) through (iv) preceding;

and regardless of whether any of the foregoing subparagraphs (i) through (v) was caused by Indocunitor, the Company, a tentant or subtement, or any third party, including but not limited to (1) injury or damage it on a precost, property or natural resource occurring one or off of the Property (2) the cost of investigation or remediation of any such violation; (3) all liability to pay or

water or noise pollution or contamination, and underground or above ground tasks) and shall include without limitation, the Solid Water Disposal Act, 42 U.S.C. § 6901 (a 262; the Congredenance Instrumental Response, Compensation and Labelity Act of 1996, A U.S.C. § 6906) (a 262; the Solid (a 262; the Congredenance Instrumental Congredenance Instrumental Solid (a 262; the Congred

(f) " Ω_n " or " \underline{n} ", when used with respect to the Property or any property adjacent to the Property, means "on, in, under, above or about".

Representations and Warranties. Indemnitor hereby represents and warrants to, and covenants with the Investor Management of the property.

(a) To Indermitir's knowledge, the Property has not been fined it and currently being used for industrial or manufacturing purposes. The Indeffin, being conference indi-tional conference in the Index of Ind

(b) Indominior has received no notice and has no knowledge of any Environmental Claim or any completed, pending or proposed or, to Indominior's knowledge, threatened investigation or inquiry contenting the presence or reduces of any literators Montrial on the Property or any adjacent property to concerning whether any condition, use or activity on the Property or any disjector property in whethere of the Provincemental Requirement.

(c) Indemnitor has never applied for and been denied environmental

(d) Indemnitor has not, nor to Indemnitor's knowledge has the Company, any current tenant or subtenant, obtained or is required to obtain any permit or authorization to construct, occupy, operate, use or conduct any solivity on any of the Property by reason of any Environmental Requirement.

Ylolations. Indomnitor will not cause, commit, permit or allow to continue any violation of any Environmental Requirement, any violation of any Environmental Law, or any Hazardous Activity on the Property, or the attachment of any environmental lies to the Property.

4. Natice to The Investor Members. Indomnitor shall promptly deliver to the Investor Members acopy of each report pertaining to any Environmental Requirement with respect to the Property perpared by or on behalf of Indomnitor of the Company. Indemnities shall immediately advise the Investor Members in writing of any Environmental Claim or of the discovery of any Harsandons Material on the Property, as soon to Indemnitive or the Company first and the Property of the Indemnities of the Company first and the Property of the Indemnities of the Company first and the Property and Indemnities of the Company first and Indemnities of the Indemnities of the Company first and Indemnities of the Indemnities of the Company first and Indemnities of the Indemnities of Indemnities of Indemnities of Indemnities of Indemnities Indemnities



indemnify any person or Governmental Authority for costs expended in connection with any of the foregoing; (4) the investigation and defense of any claim, whether or not auch claim is sublimately defeated; and (5) the softlement of any claim or judgment.

 Consideration; Survival; Cumulative Rights. Indomnitor acknowledges that the
or Members have relied and will rely on the representations, warranties, covenants and Investor Members have relied and will rely on the representations, warrantee, covenants and agreements benefing Agreement in feoling and finding the flux extrement and that the execution and delivery of this Agreement is an essential condition but for which the investor Members would not close or first the freestment. The representations, warrantees, overentist and agreement in this Agreement shall be binding upon findamatic and his necessors, assigns and lagge representations, warrantees and shall must on the bundle of the forestor Members and their successors, assigns and lagge representations, warrantees and shall must not be bundle of the forestor Members and their successors, assigns and lange representations. logal representatives and shall issues to the benefit of the tovestor Members and their successors, satisfying and logal representatives and participants in the Investment; and shall not terminate upon any purchase of the lawater Members' interest in the Company, sake of the Property, or termination of the Company and/or the Operating Agreement, but will survive such transfer, sale and/or termination and any and/or the Other Investment documents, any investigation by or on and/or termination and any and all of the other investment documents, any seventiagation by of on behalf of any investor Member, any busicarytory or other others relial proceeding, and any other event whatsoever. Any amount to be paid under this Agreement by Indonation shall be a demand obligation owing by Indemnitor (which Indemnitor hearby promise to pay). The Investor Members 'rights under this Agreement shall be in addition to all rights of the Investor Members granted under the Operating Agreement or at law or in equity, and payments by Indemnitor under this Agreement shall not reduce Indemnitor's obligations and liabilities under any of the other

9. Ne Waiver. No delay or omission by any Investor Member to exercise any right under this Agreement shall impeir any such right nor shall it be construed to be a waiver thereof. Any waiver, consent or approval under this Agreement must be in writing to be effective.

16. Notices. All notices, requests, consents, demands and other communications required or which any party desires to give hereunder shall be in writing and given in accordance with the provisions of the Operating Agreement.

11. Invalid Provisions. A determination that say provision of this Agreement is unenforceable or invatic shall not affect the enforceability or validity of any other provision and a determination that the application of any provision of this Agreement to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances

3. Castarasija, Whenevo in this Apprenen the singular surder is used, the same shall include planel when exposprists, and the errar near word or by goods in this Agreement shall include each other genories where appropriets. The beadings in this Agreement are for exercisions only and shall be interpreted to bear. Extenses to "person" or corporations and other legal entities, foolding public or governmental bodies, agencies or interneterations, seed in anticular particular planel.

13. Applicable Law: Forum. The laws of the State of South Caroline and applicable
States federal law shall govern the rights and duries of the parties hereto and the validity.



obtains knowledge thereof, including a full description of the nature and extent of the

5. Size Assessment and Information. If in fronters Member shall rever have reason be believe the any Hazardon Asteroid or Hazardon Asteroid restlement of the Property, or if my Pervisionational Chilin is made or themstood, if requested by the Howston Member, Information and that it is expease, provide to the Investor Anthones from time to time, in each case which forlying (30) days after a liveretor Member's request, as Inhavitemental Assessment, and the Christian Children and Childr "Environmental Assessment" means a report of an environmental assessment of the Property of such scope as the Investor Member may reasonably request, by a consulting firm casonably acceptable to the Investor Member and made in accordance with the Investor Member's established ouisielines. If Indemnitor fails to furnish the Investor Members within ten (10) busines days after the request with a copy of an agreement with an acceptable environmental consulting firm to remyide such Environmental Assessment, or if Indemnitor fails to firmish to the Investor first is provide soich Environmental Assessment, or if Indometry fails to furnish to the Invoice Members such Environmental Assessment within thirty Oldy says farthe request, the Invoice Members may cause any much Environmental Assessment to be made at Indometical's expirite and Acti. Subject to the replays of classists, the Invoicest Members and the disappears we hereby gented access to the Property at any time or times, upon remonable sociace (which may be written or ental), and a license which is coupled with an interest and invoiced this, o make or cause to be made such

6. Remedial Actions

(a) If any Henathon Montria is discovered on the Property of any time that regardless of the course, then Indominists bull case (to the text required by applicable Environmental Law), promptly a fundaminor's role risk and expense, the Hannochea Materials to the removed, treated, contained, disposed and derive derive function, dail in compliance and the removal removals, and in compliance and affect denderviar removals, all in compliance with the proposed proposed and the compliance of the removal removals, and the compliance of the removal removals and the removals and the removals and the removal removals and the removals and the removals and the removal removals and the removal request, Industralic Aball, at its expense, promptly deliver to the investor Members an Environmental Assessment of the Property confirming to the Investor Members reasonable astisfaction that all required remedial action has been successfully completed in accordance with all Environmental Requirements

(including without limitation, the livewiser Members' rights to declare a definit under the Operating Agreement and to searchied all rights and research exhibits the research of the operating Agreement and to searchied all rights and resenders withinkel by resease therough, the Hazerdons Material from the Property, and take or cause the taking of each other action as is required by any Environmental Repolarones, if frinchmente and the Concapps this prosecute the same of the concept that the provincement Repolarones. Novelithendings up better all repolar operations to the contrast, the concept that processor the same on the satisfaction of the Invoice Members and thort designed are branch guarted access to the satisfaction of the Invoice Members and thort designed are branch guarted access to the radio of the Concept that the processor of the Same of the Concept that the Concept



enforcement and interpretation borrof. Information borrols proceedily subsults generally and unconditionally for trust and in respect of the proceed to the gaintednature, and unconditionally for trust and in respect of the proceeding resistance and proceeding resistance of or relating on this Agenoment. Information between gaint, afterior or proceeding resistance of or relating on this Agenoment. Information between gaint, afterior or the failure catenty permatited by laws, may objection that allocatable barroly increasedly waters, to the failure catenty permatited by laws, may objection that allocatable may some or because the support of the proceeding resistance and the proceeding of t

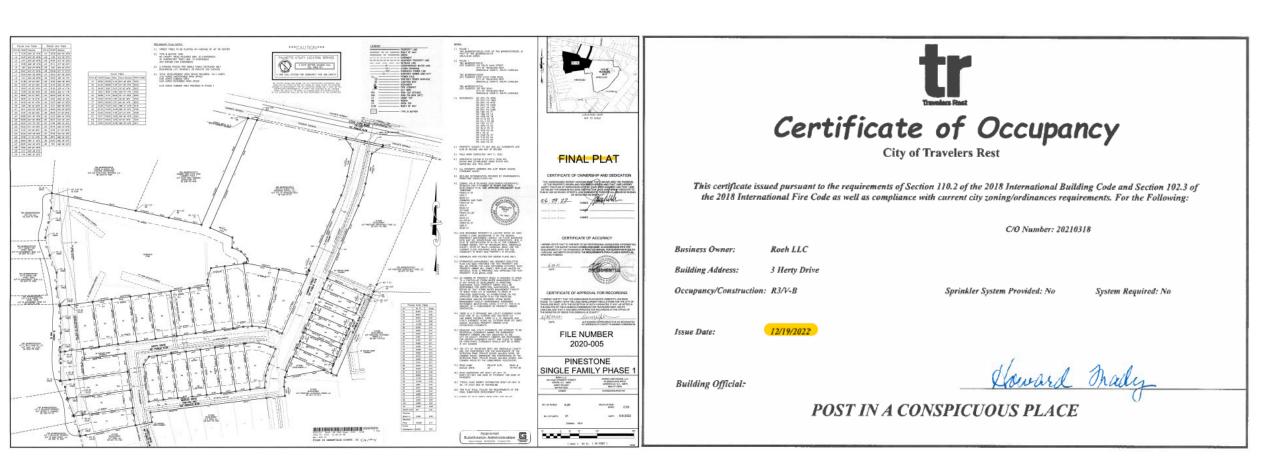
14. Execution: Modification. This Agreement may be been executed in a number of identical counterparts, and of which that the day of the second of the second of the second of which that the day of the second of t

Executed and dated as of the date first written above.





Project Placed In-Service







3rd Party Cost Certification

The procedures performed and associated findings are as follows:

AGREED UPON PROCEDURE 1

Obtain from management a copy of the Notice of Intent to Rehabilitate (Notice) filed with the South Carolina Department of Revenue. Compare company records to the date on the Notice to determine that the qualified expenses occurred after the Notice was filed, unless the building permit was filed after the notice of intent as stated in SC Guidelines.

FINDINGS

Management provided a copy of the Notice of Intent filed with the South Carolina Department of Revenue on December 30, 2020. For this project, the qualified expenses do not exceed 125% of the expenses reported on the Notices. Appendix B summarizes the calculations. Management provided pay applications and ledger detail to support qualifying expenses for the project being incurred after the date listed on the Notice.

AGREED UPON PROCEDURE 2

Request from management a letter providing evidence of abandonment and documentation that the Company did not own the property when it was operational.

FINDINGS

Management provided documentation including a Resolution from the City of Travelers Rest certifying the Property as an abandoned textile mill site. The Resolution from the City of Travelers Rest provided information that the Company did not own the property when it was operational.

AGREED UPON PROCEDURE 3

Obtain from management a listing, by phase, of the qualified rehabilitation expenditures for the Property (the project construction costs). For the entire listing, compare the costs included on the listing with the types of costs includable under SC Guidelines.

FINDINGS

See Appendix A for a listing of qualified project construction costs provided by management that qualify for the tax credit under SC guidelines.

AGREED UPON PROCEDURE 4

Calculate the expected tax credit, in accordance with SC guidelines, available to the Company for the Project based off the qualified costs provided to us by management.

FINDINGS

Appendix B calculates the results of this procedure. The expected credit, to be taken over five annual installments for the SC Textiles Communities Revitalization Credit is \$1,157,918.

This agreed-upon procedure engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review, the objective of which would be the expression of an opinion or conclusion on costs eligible for the tax credits under SC guidelines for the property located at the Property. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the Company and is not intended to be, and should not be, used by anyone other than the specified party.

Elliott Davis, LLC

Greenville, South Carolina December 21, 2022

ROEH, LLC

Appendix A - Schedule of Qualified Rehabilitation Costs For the period from December 30, 2020 through December 19, 2022

Description		Qualified Costs	
Site Development Agreement	\$	2,471,245	
Asbetos Removal		21,650	
Demolition		264,500	
Road & Utility Installation Fee		14,242	
Construction Management Fee		103,600	
Permits		82,215	
Engineering and Testing		56,354	
Property Taxes		55,949	
Loan Interest and Fees		140,145	
Professional Fees		170,263	
Fencing and Safety		55,700	
Paving		16,031	
Tree Removal		3,945	
Curb and Gutter		10,100	
House Costs - Direct		413,223	
House Costs - Soft Costs		18,568	
Common Area Development		733,940	
Total SC Textiles Communities Revitalization Credit Qualified Costs	\$	4,631,670	

ROEH, LLC

Appendix B - Credit Calculation For the period from December 30, 2020 through December 19, 2022

	SC Tex	SC Textiles Communities Revitalization Credit	
Qualified Costs Incurred	\$	4,631,670	
Notice of Intent Estimated Costs		45,000,000	
125% of Notice of Intent Costs		56,250,000	
Qualified Rehabilitation Expenses		4,631,670	
25% Tax Credit		1,157,918	
Total Tax Credit	\$	1,157,918	

SC Historic Rehabilitation Tax Credits

- 25% tax credit up to \$4 million QRE OR 10% unlimited; may be combined with Textile and Abandoned Building
- Properties that qualify for Federal Historic Rehabilitation credits (20%), also qualify for SC Historic Rehabilitation credits (25%)
- June 2015 Amended to offer 25% option up to \$4 million QRE



Historic Credit Producing Project

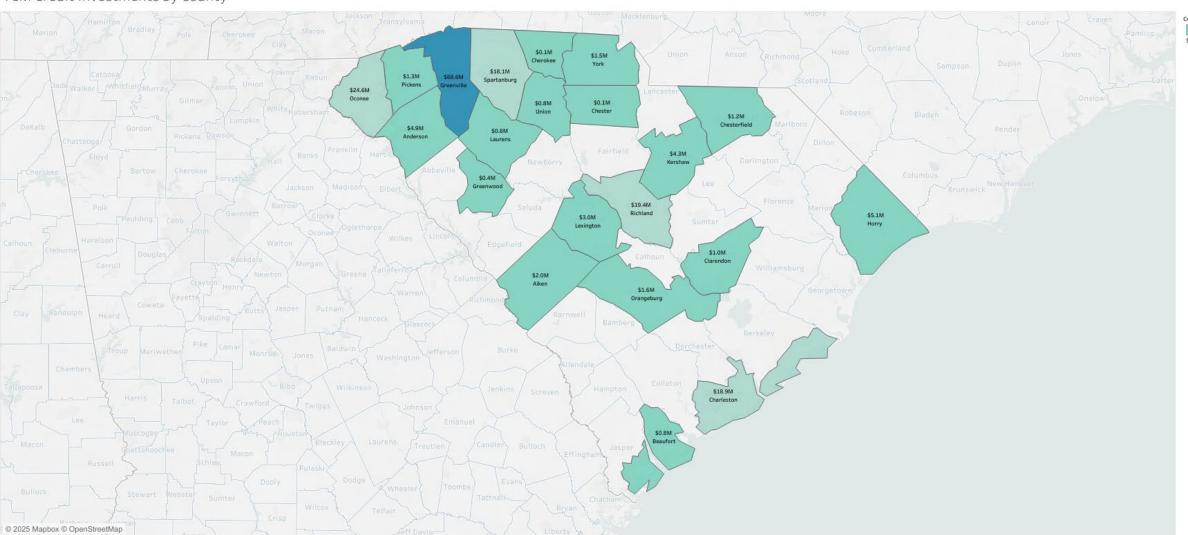


20 South Battery Charleston, SC



Rehabilitation Supported by TCM

TCM Credit Investments by County





Community Impact

- Investors: **650**+
- Projects: **121**+
- Real Estate Developers: 90+
- Counties: **21**
- Total estimated rehabilitation investment: \$888 million
- Total tax credit investments: 165
- Total credits monetized: \$192 million



Community Impact





Community Impact



Increased Property Taxes



Taxpayers Spend Savings Locally & New Jobs Created



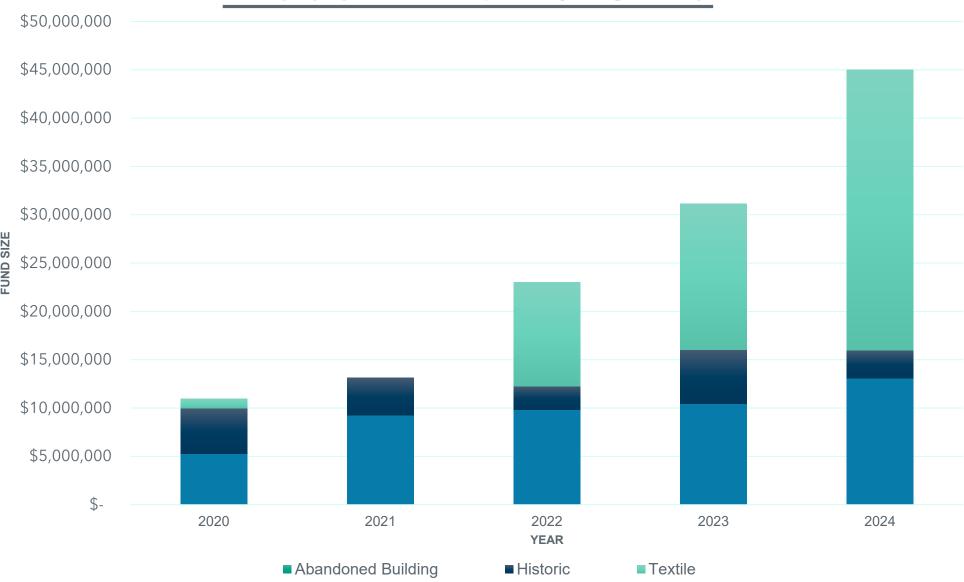
Increased Local Revenue



Increased Sales
Tax & Income
Tax Revenue



Recent Fund Size



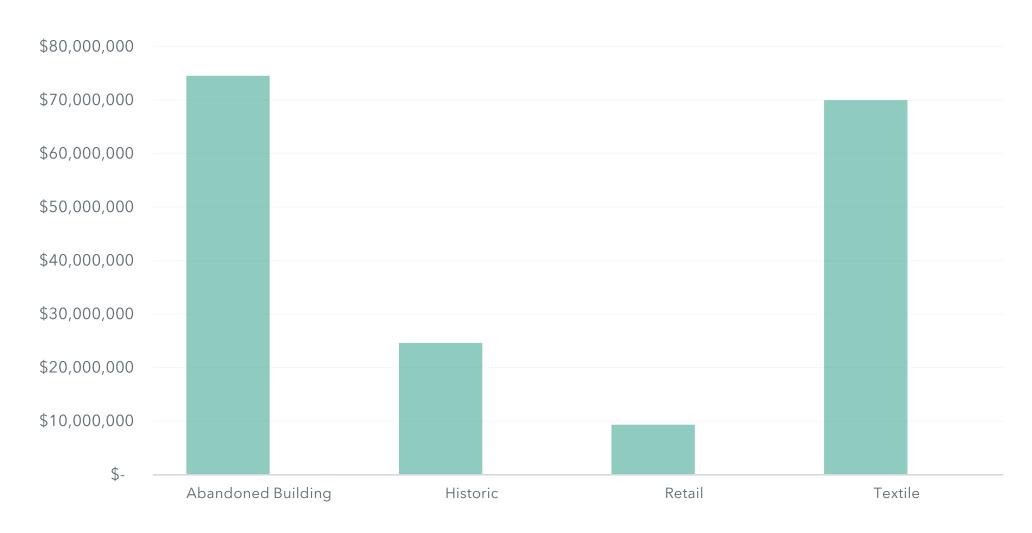


Annual Fund Average Investor Credit Subscription



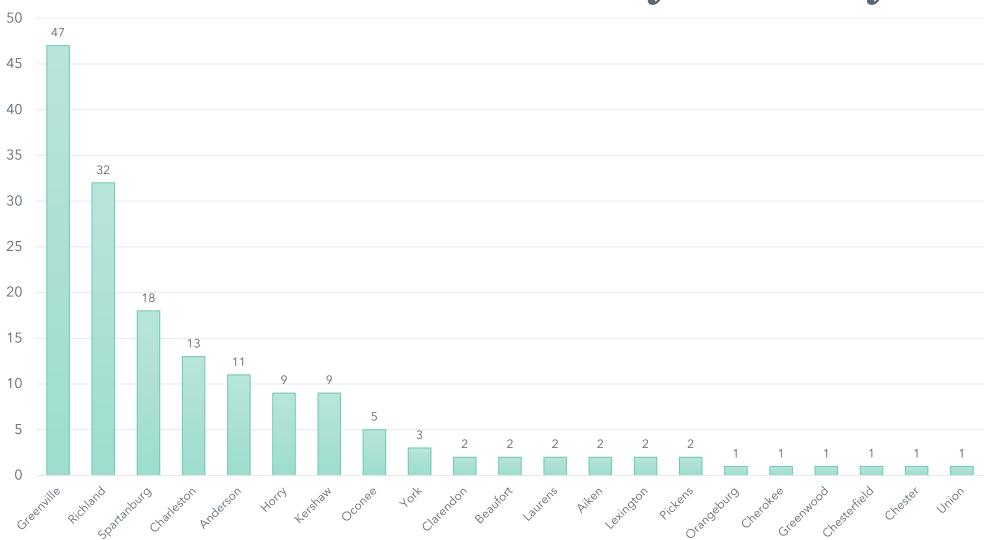


Credits by Asset Type



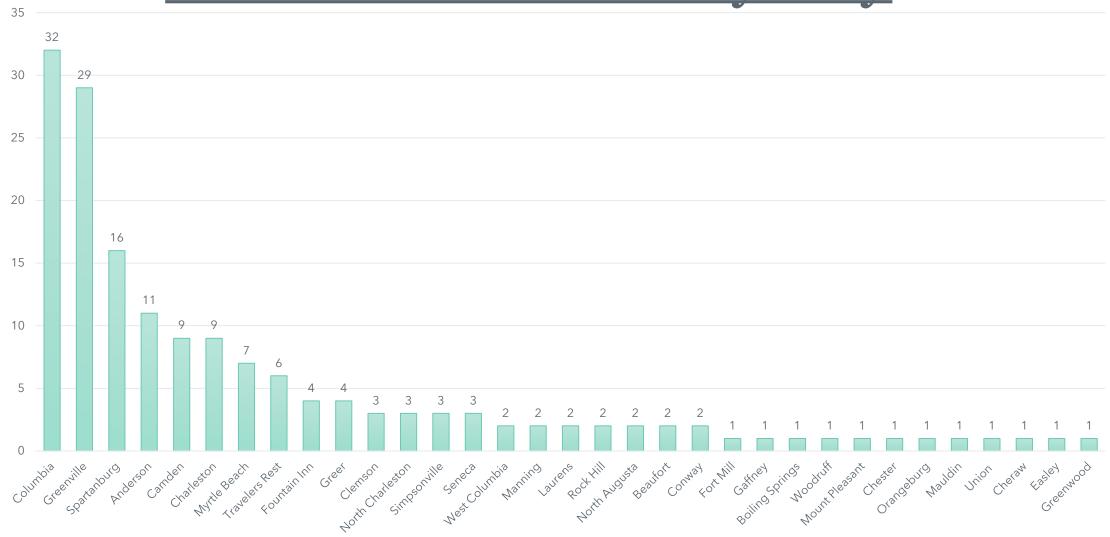


Fund Investments by County





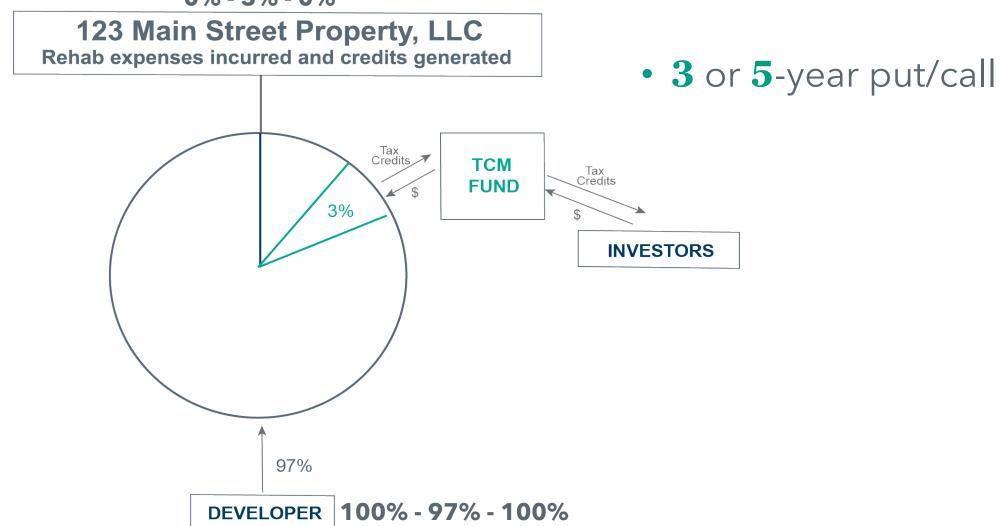
Fund Investments by City





SC Tax Credit Life Cycle

0% - 3% - 0%





Individual*			
Taxable Income	\$4,025,000		
SC Tax Rate	6.0%		
SC State Tax Liability	\$250,000		
State Credit Price	\$0.840		
Total Contribution	\$210,000		
Initial Contribution Date	7/1/2025		
XIRR	24.7%		
Total Savings	\$40,000		

*Accredited Investor



C-corporation			
Taxable Income	\$10,000,000		
SC Tax Rate	5%		
SC State Tax Liability	\$500,000		
State Credit Price	\$0.840		
Total Contribution	\$420,000		
Initial Contribution Date	7/1/2025		
XIRR	24.7%		
Total Savings	\$80,000		



S-corporation			
Taxable Income	\$10,000,000		
SC Tax Rate	5%		
SC State Tax Liability	\$500,000		
State Credit Price	\$0.840		
Total Contribution	\$420,000		
Initial Contribution Date	7/1/2025		
XIRR	24.7%		
Total Savings	\$80,000		



Bank Tax			
Taxable Income	\$10,000,000		
SC Tax Rate	4.5%		
SC State Tax Liability	\$450,000		
State Credit Price	\$0.840		
Total Contribution	\$378,000		
Initial Contribution Date	7/1/2025		
XIRR	24.7%		
Total Savings	\$72,000		



Insurance Premium Tax			
Taxable Premiums	\$50,000,000		
SC Tax Rate	1.25%		
SC State Tax Liability	\$625,000		
State Credit Price	\$0.840		
Total Contribution	\$525,000		
Initial Contribution Date	7/1/2025		
XIRR	24.7%		
Total Savings	\$100,000		



SC Tax Credits May Be Used Against

Income Tax Credit

A credit against taxes imposed under the following:

- Title 12
- Chapter 6 (income tax)
- Chapter 11 (bank tax)
- Chapter 13 (savings and loan),
- Chapter 20 (corporate license fees)
- Title 38, Chapter 7 (insurance premium tax)
- Or, any combination of these taxes

A taxpayer's selection of the credit type is made when filing the Notice of Intent with the Department or with the county or municipality in which the property is located.



Source: SC Rev Ruling 15-7

SC Tax Credit Investment

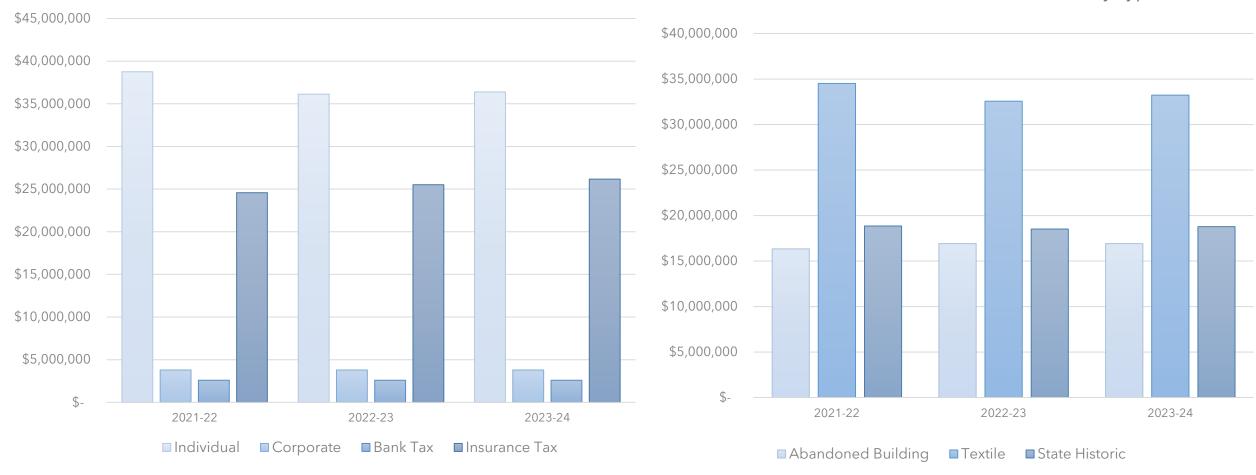
NO 10.		IC III I ODCI.	110116
<u>Assumptions</u>			
State Tax Credits	\$250,000		
State Credit Price	\$0.840		
Total Contribution	\$210,000		Tax Credit
Initial Contribution Date	7/1/2024		MARKETPLACE
Abandoned Building or Hist	oric Credits (AB-3 H-	3) Textile Credits (T-5)	
<u>Date</u>	<u>Amount</u>	Date	Amount
7/1/2024	-\$70,000	7/1/2024	-\$42,000
4/15/2025	\$83,333	4/15/2025	\$50,000
7/1/2025	-\$70,000	7/1/2025	-\$42,000
4/15/2026	\$83,333	4/15/2026	\$50,000
7/1/2026	-\$70,000	7/1/2026	-\$42,000
4/15/2027	\$83,333	4/15/2027	\$50,000
		7/1/2027	-\$42,000
		4/15/2028	\$50,000
		7/1/2028	-\$42,000
		4/15/2029	\$50,000
XIRR	24.7%	XIRR	24.7%
Tax Savings	\$40,000	Tax Savings	\$40,000



SCDOR Estimates







Source: Jan 2024 by the SC Revenue and Fiscal Affairs Office



SCDOR Estimates

The projected amount of utilized state **textile** tax credits will range from \$55 - \$60M+ over the next **three** years for South Carolina taxpayers.

Source: Jan 2024 by the SC Revenue and Fiscal Affairs Office



Federal Historic Tax Credits

- **20%** credit
- Construction at least 50 years old. Must be a "certified historic structure" on National Register of Historic Places administered by the NPS or located in a historic district and certified as having historic significance
- 5-year utilization period
- Can stack with AB or Textile and SC Historic
- Bailey Bill available



Federal Historic Tax Credits

Federal Historic Program Accomplishments 1977-2023

- \$131.71 billion in historic rehabilitation investments
- 49,263 projects certified as Historic Projects

National Park Service HTC 2023 Annual Report Highlights:

- \$34.8 billion of total rehabilitation investments (Qualified Rehabilitation Expenditures)
- 4,922 projects certified as Historic Projects

South Carolina Statistics 2016-2023

- 98 projects completed
- \$489.73 million of qualified rehabilitation expenses
- \$97.9 million in Federal Historic Tax Credits generated



Ideal Federal Tax Credit Buyer

Individuals with substantial passive income from pass through entities.

Individuals – real estate professionals with active income

C-corporations that are not closely held or personal service corporations.



IRS Revenue Procedure 2014-12

- Outlines deal structure that provides "safe harbor"
- Developer can provide certain guarantees; i.e., completion, environmental and financial covenants
- Developer responsible for operating deficits
- Investor has material interest in income, gain or loss
- 20% minimum investment required before PIS



Historic Credit Producing Project





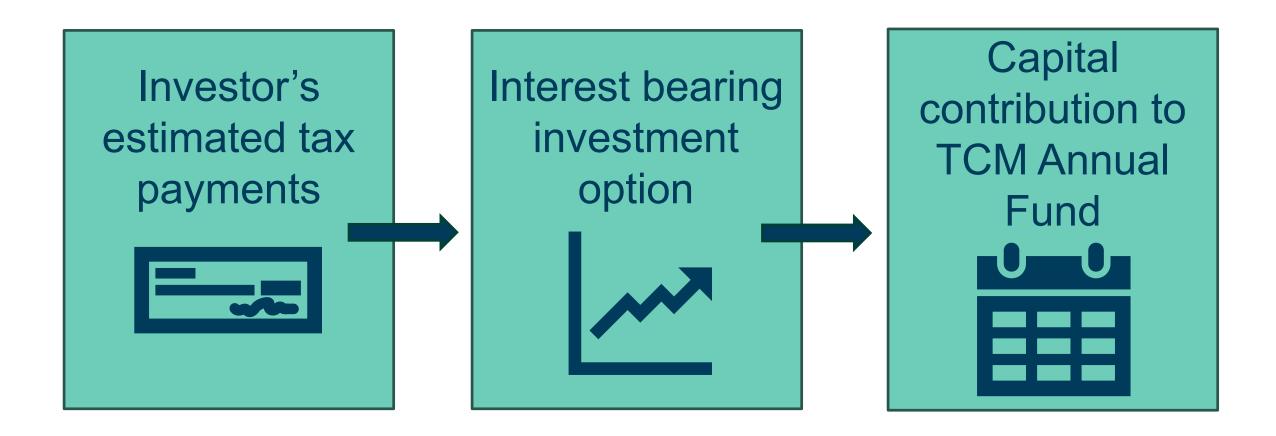


Savage Craft Brewery

420, 424 – 426 Center Street West Columbia, SC



Potential Investor Benefit



Next Steps for Prospective Investor

Fill out and return non-binding indication of interest form. Digital version available from TCM Investor Relations Manager (tshimow@taxcredtimp.com).

2 If credits are available, TCM drafts subscription documents and sends to investor. If credits are currently available, investor moves to waitlist.

- Investor completes subscription documents and provides supplemental information as needed (e.g. driver license).
- Investor makes capital contribution via a wire transfer or check. Credits are allocated by TCM.



Next Steps for Prospective Investor

Following Year:

TCM to send updated supplemental in February to investor.



TCM to send K-1 Schedule to investor to be attached to SC tax return in April.



Investor to pay capital contribution by July 1.





Credit Monetization Process



ONE

We help developers structure their projects to fully leverage these tax credits.

TWO

We review financial statements, agreements, and qualifying expenses, to ensure that the tax credits are generated in accordance with applicable laws and regulations.





THREE

We create offerings to invest in ownership interest of credit-generating projects.

FOUR

Accredited investors subscribe to the offerings, receive an allocation of tax credits created by the projects, thus creating a reduction in taxes.





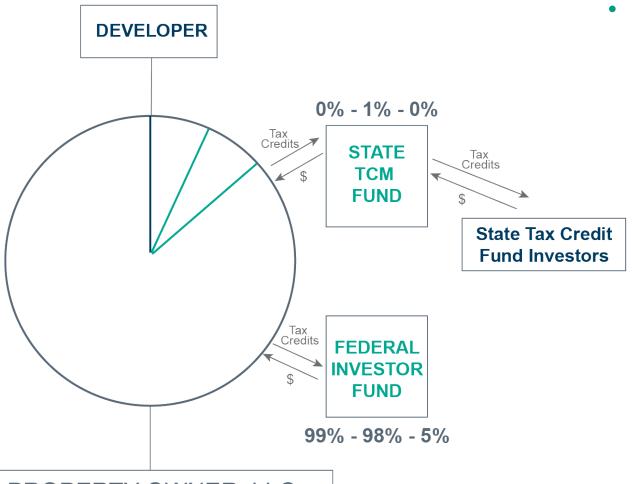
Tax Credit Allocation Rules

Special	Pro Rata
SC credits may be specially allocated to a Tax Credit Member through language in the Operating Agreement	Federal Credits cannot be specially allocated Allocated Pro-Rata



Federal Tax Credit Life Cycle

1% - 2% - 95% - 100%



• 5-year flip for Federal Investor, followed by put

Unique Projects



1770 Anchorage

William Elliott House (est. built 1800) 1103 East Bay Street Beaufort, SC



Former Aug Smith Dept Store Building 174 East Main Street Spartanburg, SC (est. built 1926)





Savage Craft Ale Works
430 Center Street
West Columbia, SC
Federal & State
HTC Credits
AB Credits





William T. Wilkins House

105 Mills Ave Greenville, SC (Built 1878)

Federal & State
Historic Credits
AB Credits





Historic Rehabilitation

Part I Approval:

The individual listing on the National Register of Historic Places of the Building; or determination by the National Park Service that the building is located in a registered historic district and is certified as being of historic significance to the district.

Part II Approval:

The conditional determination by the National Park Service that the rehabilitation of the building described in the plan and specifications is consistent with the historic character of the building and meets the Secretary's standards.

Part III Approval:

Determination by the National Park Service that the completed rehabilitation of the building is a "certified rehabilitation" of a "certified historic structure."



Underwriting and Due Diligence

Property

- Deed
- Title Insurance Policy
- Survey
- Permits
- Site Plans
- Environmental Reports / Phase I (II if applicable)

Legal

- LLC Formation
- Certificate of Good Standing
- Amended and Restated Operating Agreement
- Environmental Indemnity
- Guaranty
- Lender Approval of Transfer of LLC Interests

Financial

- Construction Budget
- Development Pro Forma (including stabilization)
- Guarantor(s) Personal Financial Statement



Recent Legislation

SC S0271: Passed May 2021

Extend the provisions of the SC AB Rules until 12/31/2025; Railway easement

SC S0627: Passed June 2021

Pass through trade and business income

SC \$1087: Passed June 2022

Comprehensive Tax Cut Act of 2022

SC S1021: Passed May 2024

Extend the AB Revitalization Act until 12/31/2035; increase credit to \$700K











420, 424 - 426 Center Street West Columbia, SC









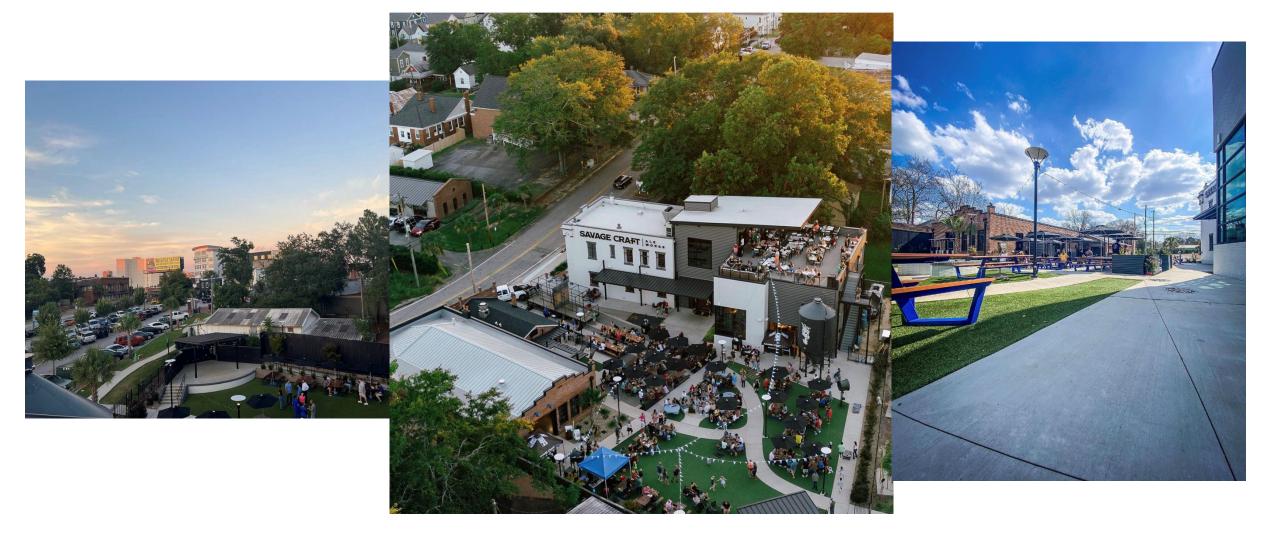
	<u>Parcel A:</u> Fire House & City Hall	Parcel B: New Construction	<u>Parcel C:</u> Jail	<u>Parcel D:</u> Army Hall
Federal Credits	\$ 716,266		\$ 174,429	\$ 344,940
SC Historic Credits	\$ 895,333		\$ 218,036	\$ 435,530
SC AB Credits	\$ 500,000	\$ 500,000	\$ 140,625	\$ 263,553

Construction Loan \$3,632,000 Federal Tax Credit Equity \$883,245 State Tax Credit Equity \$2,008,093 Sponsor Equity **\$1,827,942** Deferred Dev Fee **\$1,252,692**

Total Project Cost Total Credits Generated \$4,188,712 Total Tax Credit Equity Percentage of Project Cost Tax Credit Mezz Loan

\$9,603,972 \$2,891,338 30.11% \$1,574,000

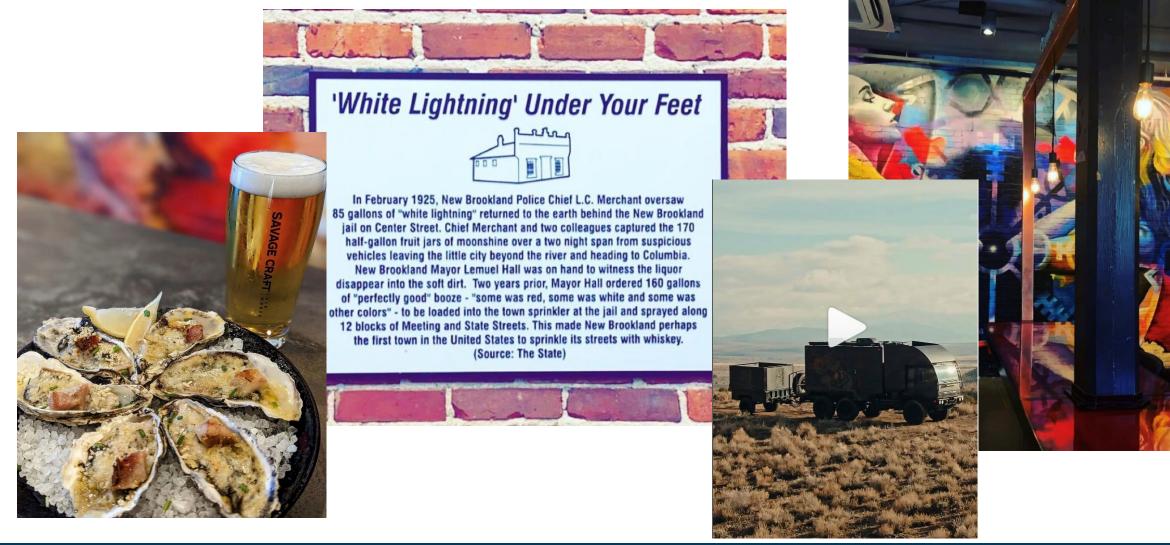
















Savage Craft Ale Works

West Columbia, SC









100 Ellison & 100 Wall Street Fountain Inn, SC





	Building A	Building B	Building C	Building D
Federal Credits	\$428,491	\$359,513	\$389,359	\$377,326
SC Historic Credits	\$541,024	\$453,930	\$ 491,615	\$476,422
SC AB Credits	\$686,862	\$ 576,291	\$621,537	\$604,846

Construction Loan \$5,540,440 Federal Tax Credit Equity \$1,088,282 State Tax Credit Equity \$3,139,032 Net Sponsor Equity \$615,385

Total Project Cost \$10,383,139 Total Credits Generated Total Tax Credit Equity Percentage of Project Cost Tax Credit Bridge Loan

\$6,007,216 \$4,227,314 40.7% \$2,533,512





The Mill at Fountain Inn

Fountain Inn, SC



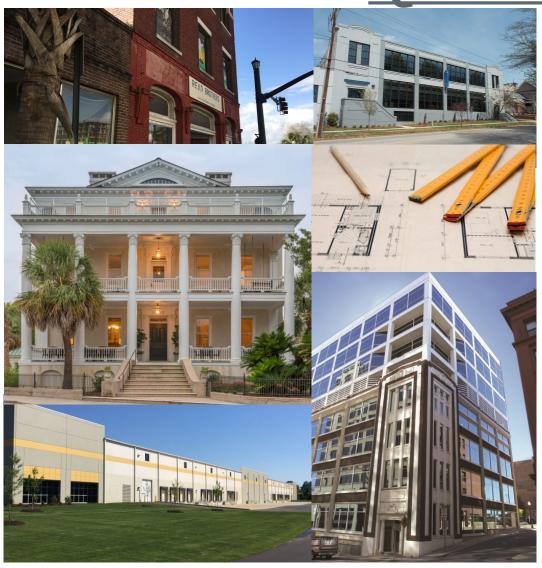
Takeaways

- SC state tax credit incentives revitalize downtowns, create new jobs, housing and preserve history.
- Projects may qualify for multiple types of credits
- Investors are Individuals and Corporations
- Tax Credit Marketplace connects Investors with Community Minded Developers
- Investors' savings are allocated and spent locally





Questions??



Andrew Porio
Senior Vice President
Business Development

aporio@taxcreditmp.com 843.737.8017