

March 5, 2010

VIA CERTIFIED MAIL

Mr. Rick Joyner, President
MorningStar Fellowship Church
375 Starlight Drive
Fort Mill, South Carolina 29715

Mr. Dave Yarnes, Vice President
MorningStar Ministries
375 Starlight Drive
Fort Mill, South Carolina 29715

James W. Sheedy, Esquire
Spencer & Spencer, P.A.
Post Office Box 790
Rock Hill, South Carolina 29730

Dear Mr. Joyner, Mr. Yarnes, and Mr. Sheedy:

On January 13, 2008, York County and MorningStar Fellowship Church entered into a Development Agreement under which MorningStar agreed to develop a tract of land in Fort Mill Township of York County in accordance with Planned Development District standards and the Development Agreement between the County and MorningStar dated January 13, 2008. The Planned Development District standards and the Development Agreement set forth standards for the development including development of open space, development amenities, engineering reports, bonds, roads, public utilities, storm water management requirements, development standards and other requirements for the proposed development of the property.

The site plan for this commercial development was approved by York County officials on August 19, 2009, with approvals by the County Zoning Department on August 19, 2009; the County Engineering Department on July 28, 2009; and Environmental Compliance on August 19, 2009.

Under Section IV. C of the Development Agreement, MorningStar, as the developer, is required to submit to the County bid, performance and payment bonds which provide the County with financial assurance that the contractor awarded the job of rehabilitation and/or completion of the Tower is insured to finish the job for the amount of the bid and to provide to the County, prior to the issuance of any building permit for the Tower, a demolition bond or financial equivalent in the amount projected as necessary to demolish the Tower upon which the County may draw or make a claim upon failure to complete the Project.

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Under Section IV. C. 2 of the Development Agreement, if the Developer is unable, within 180 days of County approval of the commercial site plan for the property to obtain bid, performance and payment bonds or letters of credit, the Development Agreement is deemed null and void and at such time, the Tower must be demolished at the expense of the developer, MorningStar.

More than 180 days has elapsed since the approval of the commercial site plan, and MorningStar has not met its obligation to provide bid, performance and payment bonds, a demolition bond or a letter of credit for the completion of the Project or the demolition of the Tower.

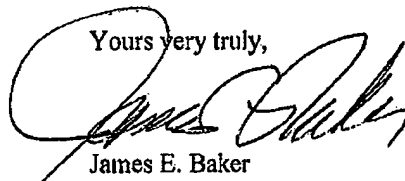
This letter constitutes a notice of default by MorningStar for breach of its obligations to provide bid, performance and payment bonds, a letter of credit or a demolition bond or its financial equivalent under Section IV. C of the Development Agreement. As provided in Section X. B of the Development Agreement, York County reasonably finds that the Developer has committed a material breach of the terms and conditions of the Development Agreement, and MorningStar, as the Developer, is required to cure the material breaches of the Development Agreement within sixty (60) days of the date of this letter or the County, as provided in Section X. B. 3 and IV C. 2 may unilaterally terminate or modify the Development Agreement.

MorningStar will be provided an opportunity to rebut the County's findings and determination or to consent or amend the Development Agreement to meet the concerns of the County with respect to its findings and determinations. If you dispute the County's findings of a default in the performance of a material covenant of the Development Agreement, you may negotiate with York County in good faith in order to resolve the situation to the mutual satisfaction of both parties, and if the material breaches referenced in this letter are disputed, the dispute as to a breach may be resolved through mediation under the Development Agreement as a condition precedent to the institution of legal or equitable actions in South Carolina Courts.

If mediation results in a finding that MorningStar has materially breached the Development Agreement, it shall have a reasonable period of time not to exceed sixty (60) days to cure the material breach.

Please respond to this Notice of Default directly to me with copies to Susan Britt, York County Planning Director and Melvin McKeown, York County Attorney.

Yours very truly,



James E. Baker
County Manager