

**CONSENT AGREEMENT BETWEEN CHARLESTON COUNTY SCHOOL DISTRICT
AND SAMET CORPORATION**

THIS CONSENT AGREEMENT is entered into this 18th day of June, 2026 by and between Charleston County School District ("CCSD") and Samet Corporation ("Samet").

WHEREAS, Samet submitted a sealed bid on January 28, 2025 for CCSD's Solicitation Number 24-BCG-B-003 for the project known as the New D10 Middle School – School Building No. -151 (the "Project"); and

WHEREAS, on February 5, 2025, CCSD made a determination of non-responsibility of Samet for the Project because one of Samet's listed subcontractors, specifically, Gates Construction, did not possess a South Carolina contractor's license at the time that the bid was submitted; and

WHEREAS, on February 21, 2025, CCSD issued an Intent to Award the contract for the Project to another construction contractor; and

WHEREAS, on March 6, 2026, Samet formally protested the Intent to Award Statement; and

WHEREAS, on April 8, 2026, CCSD issued its Response to Protest of Intent to Award Statement and denied Samet's protest; and

WHEREAS, on April 16, 2025, Samet formally appealed its protest for further administrative review by the CCSD Procurement Review Panel (the "PRP") and requested a hearing be held by the PRP; and

WHEREAS, a hearing of Samet's appeal was held in front of the PRP on August 27, 2025; and

WHEREAS, the PRP issued a Decision of the Procurement Review Panel re: Samet Construction on August 29, 2025 ("PRP Decision") upholding the Response to Protest of Intent to Award Statement; and

WHEREAS, the PRP Decision was filed in the Charleston County Clerk of Court's Office on October 21, 2025; and

WHEREAS, a True Bill and Indictment were issued by the United States District Court for the District of South Carolina, Charleston Division in C.R. No.: 2:26-00174 which charged a CCSD Board of Trustees member with various crimes (the "True Bill/Indictment"); and

WHEREAS, the True Bill/Indictment includes certain allegations related to actions of a commercial construction company identified as "Construction Company" and a Vice President of

Construction Company identified as "Contractor" concerning a bid protest and subsequent appeal to the PRP ("Allegations"); and

WHEREAS, pursuant to Sections 310 and 4220 of the CCSD Consolidated Procurement Code, CCSD has initiated an investigation concerning potential suspension and/or debarment of Samet related to the charges and allegations related to Counts 1 and 2 and associated forfeiture penalties of the True Bill/Indictment, including the Allegations contained therein; and

WHEREAS, CCSD has determined that there is probable cause for debarment of Samet on the basis of the findings of the Grand Jury and the charges and allegations related to Counts 1 and 2 and associated forfeiture penalties of the True Bill/Indictment, including the Allegations contained therein; and

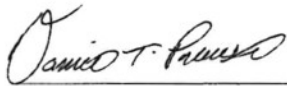
WHEREAS, CCSD has indicated its intent to suspend Samet during the pendency of the matters referenced in Paragraph 2 below, and Samet, while not conceding any wrongdoing, has agreed to enter into this Consent Agreement to avoid the cost, disruption, and uncertainty of contested proceedings pending this investigation; and

WHEREAS, CCSD and Samet consent and agree to enter into this Consent Agreement for the Suspension of Samet during the pendency of CCSD's investigation of the matters referenced herein and the charges and allegations related to Counts 1 and 2 and associated forfeiture penalties of the True Bill/Indictment, including the action captioned as CR. No.: 2-26-00174.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby consent and agree as follows:

1. Samet agrees that pursuant to Sections 310 and 4220 of the CCSD Consolidated Procurement Code, it hereby consents and agrees to its suspension under the terms and conditions set forth herein and under said Sections 310 and 4220 of the CCSD Consolidated Procurement Code. Nothing in this Consent Agreement shall constitute an admission by Samet that it or any of its employees engaged in any unlawful conduct.
2. The period of the suspension will include the period of time during which CCSD conducts its investigation related to potential debarment of Samet and during which any legal action(s) related to the charges and allegations related to Counts 1 and 2 and associated forfeiture penalties of the True Bill/Indictment, including the action captioned as CR. No.: 2-26-00174, are pending.
3. During the period of the suspension, Samet shall not receive invitations for bid, requests for qualifications and requests for proposals; submit a proposal, qualification package, bid, or other documents in response to solicitations issued by CCSD; and/or be considered for award of contracts or subcontracts and will not be awarded a contract.

4. This Consent Agreement will be posted on the CCSD Procurement Department website and any other listings of debarred/suspended contractors as required by the CCSD Consolidated Procurement Code.
5. This Consent Agreement shall remain in full force and effect until superseded by another written document posted on the CCSD Procurement Department website by CCSD, including, but not limited to, a document lifting the suspension and/or a document debarring Samet.
6. Samet reserves the right to petition CCSD in writing for termination of this Consent Agreement at any time based on changed circumstances, including but not limited to the resolution of the criminal action referenced herein.



Daniel Prentice
Chief Financial Officer
Charleston County School District



Name R. Davenport
Position President
Samet Corporation