



AGENDA
ANDERSON COUNTY COUNCIL
Special Presentation Meeting
Tuesday, November 16, 2021, at 6:00 p.m.
Historic Courthouse
101 S. Main Street
Anderson, South Carolina
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER

2. RESOLUTIONS/PROCLAMATION

- a. **R2021-054** A Resolution to honor Pressley Green as Youth World Champion NBHA; and other matters related thereto.
- b. **R2021-055** A Resolution to honor Welfare Baptist Church and Rev. Ankoma Anderson; and other matter related thereto.

3. ADJOURNMENT

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
Tuesday, November 16, 2021, at 6:30 p.m.
Historic Courthouse
101 S. Main Street
Anderson, South Carolina
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

Hon. Glenn Davis

3. APPROVAL OF MINUTES

November 2, 2021

4. CITIZENS COMMENTS

Agenda Matters Only

Tommy Dunn
Chairman, District Five

John B. Wright, Jr.
District One

Ray Graham
District Three

M. Cindy Wilson
District Seven

Brett Sanders
V. Chairman, District Four

Glenn Davis
District Two

Jimmy Davis
District Six

Renee Watts
Clerk to Council


Rusty Burns
County Administrator



5. ORDINANCE THIRD READING:

- a. **2021-043**-An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Anderson County, South Carolina and Anderson Land, LLC with respect to certain economic development property in the County, whereby such property will be subject to certain payments in lieu of taxes, including the provision of certain special source credits; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

- b. **2021-062**- An Ordinance to provide approval for Anderson County to grant a perpetual and non-exclusive easement unto Duke Energy Carolinas, LLC. for the real property being 0.80 acres, common area, Halter Drive, Piedmont, SC 29673 bearing Anderson County tax map number 237-08-03-001 to facilitate the relocation of the electric and communication lines; and other matters related thereto. (**PUBLIC HEARING-THREE MINUTE TIME LIMIT**)

Mr. Burriss Nelson (allotted 5 minutes)

- c. **2021-063**-An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 park) of Anderson and Greenville Counties so as to enlarge the park; and other matters related thereto (Project Storybook)

Mr. Burriss Nelson (allotted 5 minutes)

- d. **2021-064**- An Ordinance authorizing an amendment to an existing fee in lieu of tax agreement between Anderson County, South Carolina and Milliken & Company to extend the investment period for an additional five years, in return and expectation for additional investment in the county, and to provide for the provision of certain special source revenue credits/infrastructure improvement credits; and other matters related thereto. (**PUBLIC HEARING-THREE MINUTE TIME LIMIT**)

Mr. Burriss Nelson (allotted 5 minutes)

- e. **2021-066**- An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 park) of Anderson and Greenville counties so as to enlarge the park; and other matters related thereto. (Milliken) (**PUBLIC HEARING-THREE MINUTE TIME LIMIT**)

Mr. Burriss Nelson (allotted 5 minutes)

6. ORDINANCE SECOND READING:

- a. **2021-061**- An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Anderson County, South Carolina and a company known to the County at this time as Project Equinox with respect to certain economic development property in the County, whereby such property will be subject to certain payments in lieu of taxes, including the provision of certain special source credits; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)



- b. **2021-069-** An ordinance to approve a real estate sales agreement for a portion of the former Equinox Mill site; and other matters related thereto. **(PUBLIC HEARING-THREE MINUTE TIME LIMIT)**

Mr. Rusty Burns (allotted 5 minutes)

- c. **2021-065-** An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 29.01 acres from C-1 (Commercial District) to R-M1 (Mixed Residential District) on a parcel of land, identified as 29.01 acres on Highway 81 N in the Hopewell Precinct shown in Deed Book 11963 page 00015. The parcel is further identified as TMS #145-00-06-001. **(DISTRICT 7) (PUBLIC HEARING-THREE MINUTE TIME LIMIT)**

Ms. Alesia Hunter (allotted 5 minutes)

- d. **2021-067-** An Ordinance authorizing (1) The execution and delivery of a fee in lieu of tax and incentive agreement by and between Anderson County, South Carolina (the "County") and a company identified for the time being as Project Stingray, acting for itself, one or more affiliates, and/or other project sponsors (the "Company"), pursuant to which the County shall covenant to accept certain negotiated fees in lieu of ad valorem taxes with respect to the expansion of certain facilities in the County (collectively, the "Expansion Project"); (2) The benefits of a multi-county industrial or business park to be made available to the company and to expansion project and the distribution of revenues generated from the expansion project within the County; (3) Certain special source revenue credits in connection with the expansion project; and (4) other matters relating thereto.

Mr. Burriss Nelson (allotted 5 minutes)

- e. **2021-068-** An Ordinance authorizing (1) the conversion and re-documentation of that certain lease agreement between Anderson county, South Carolina (the "County") and a company identified for the time being as Project Stingray, acting for itself, one or more affiliates, and/or other project sponsors, including all incentive arrangements set forth therein, pertaining to certain existing facilities located within the County; (2) the execution and delivery of one or more agreements, instruments, and other documents in connection with such conversion and redocumentation; and (3) other matters relating thereto.

Mr. Burriss Nelson (allotted 5 minutes)

- f. **2021-070-** An Ordinance authorizing the transfer of real property located at 29 McAlister Street, Williamston, South Carolina (TMS #245-18-01-035) to the Town of Williamston; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

- g. **2021-071-** An Ordinance authorizing the execution and delivery of an agreement by and between Anderson County, South Carolina and [Project Aardvark], with respect to certain economic development property in the County, whereby such property will be subject to certain payments in lieu of taxes, including the provision of certain special source credits; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

7. FIRST READING: None



8. RESOLUTIONS:

- a. **R2021-056-** A Resolution to approve an intersection improvement and contribution agreement between Buc-ee's South Carolina, LLC and Anderson County, South Carolina; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

- b. **R2021-057-** A Resolution authorizing the execution and delivery of an inducement agreement by and between Anderson County, South Carolina and Project Equinox, whereby, under certain conditions, Anderson County will execute a fee in lieu of tax and special source credit agreement with respect to a project in the county whereby the project would be subject to payment of certain fees in lieu of taxes, and whereby project/company will be provided certain credits against fee payments in reimbursement of investment in related qualified infrastructure; and providing for related matters.

Mr. Rusty Burns (allotted 5 minutes)

- c. **R2021-058-** A Resolution approving and consenting to the transfer and assignment to, and assumption by, Stag Industrial Holdings, LLC, of a certain existing FILOT Agreement to which the County is a party (the "FILOT Agreement") and other matters relating thereto.

Mr. Rusty Burns (allotted 5 minutes)

9. BID APPROVAL:

- a. Change Order for Wellington Park Project (Bid No. 22-002)
- b. Kid Venture Park (Bid No. 22-023)

10. APPOINTMENTS: None

11. EXECUTIVE SESSION:

- a. Discussion of negotiation incident to contractual matters regarding Employee Health Insurance Program.
- b. Legal advice covered by attorney client privilege regarding opioid litigation matter.
- c. Receipt of legal advice covered by attorney client privilege regarding mediation of Falcon Development's appeal of two Planning Commission Decisions.
- d. Discussion of negotiation incident to proposed purchase of real property.
- e. Council action following executive action.

12. REQUESTS BY COUNCIL

- a. YMCA of Anderson, LLC (reindeer run) District #1, District #2 & District #4
- b. Honea Path Police Department (summer reading program) All Districts
- c. Anchored in His Grace Ministry (feeding homeless on Christmas Day) All Districts
- d. United Negro College Fund (scholarships) All Districts

13. ADMINISTRATOR'S REPORT

- 1. Special Projects
- 2. Paving
- 3. Transfers



14. CITIZENS COMMENTS

Non-Agenda Matters

15. REMARKS FROM COUNCIL

16. ADJOURNMENT

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures in order to participate in this program, service or activity please contact the office of the program, service or activity as soon as possible but no later than 24 hours before the scheduled event. For assistance, please contact the Clerk to Council at (864) 260-1036.

RESOLUTION 2021-054

A RESOLUTION TO HONOR MISS PRESSLEY GREEN ON HER SUCCESS AT THE NATIONAL BARREL HORSE ASSOCIATION COMPETITION; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County has a proud and long-standing equestrian tradition; and,

WHEREAS, like many in our community, 13-year-old Pressley Green has been riding horses since she could walk, and;

WHEREAS, in July, Pressley was one of more than 1,200 competitors participating in the National Barrel Horse Association World Championship event, held at the Georgia National Fairgrounds in Perry, Georgia; and,

WHEREAS, facing participants from around the world competing across five different divisions, Pressley was determined to build upon her second-place finish in the 2020 event's First Division competition; and

WHEREAS, Pressley represented her community with distinction, finishing with first place in the First Division with a time of 14.529 while riding Little Jets A-Blazin'; and,

WHEREAS, in a remarkable feat, Pressley also finished third in the First Division, with a 14.804 time on Sissy Slick Design; and,

WHEREAS, Pressley is carrying on quite a family tradition; her dad Michael was a two-time winner of the same event back in 1999 and 2002, her grandfather holds two Senior World Championships, and her aunt is a Reserve World Champion; and,

WHEREAS, adding to our tremendous community pride is the fact that both the horses Pressley rode in the competition were the offspring of a horse raised by her father and grandfather at the Southern Rose Ranch in Pelzer;

NOW, THEREFORE, BE IT RESOLVED that the Anderson County Council hereby recognizes Pressley Green for her tremendous success and congratulates her family for their continued contributions to a cherished local legacy.

RESOLVED in a meeting duly assembled this 16th day of November, 2021.

FOR ANDERSON COUNTY

ATTEST

M. Cindy Wilson
County Council District Seven

Rusty Burns
County Administrator

Renee Watts
Clerk to Council

RESOLUTION 2021-055

A RESOLUTION TO HONOR WELFARE BAPTIST CHURCH AND REVEREND ANKOMA ANDERSON; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Alliance for a Healthier South Carolina, a diverse coalition of groups located throughout the state, works to align equity-based goals, metrics and actions across community-service organizations, institutions and agencies; and,

WHEREAS, community action and organization are key components of an effective public health strategy, and;

WHEREAS, since 1867, the members and leaders of Welfare Baptist Church have been the living embodiment of faith through service, and have been at the vanguard of efforts aimed at promoting equity, equality, and justice for all citizens; and,

WHEREAS, upon recognizing the tremendous disparities in health-related indicators that exist among unserved and underserved population groups in Anderson County, Welfare Baptist put shoulder to the wheel in an effort to address the problem; and

WHEREAS, led by Reverend Ankoma Anderson, Welfare Baptist put its deposit of faith into a partnership with the Alliance for a Healthier South Carolina, seeking to bring to the people the knowledge they need to make healthier lifestyle choices; and,

WHEREAS, in recognition of these and other efforts to promote a healthier community, Welfare Baptist Church was selected to receive the 2021 Live Healthy South Carolina Community Innovation Award; and,

WHEREAS, the Live Healthy South Carolina awards program recognizes those individuals and organizations that exemplify the highest levels of commitment to improving the health and wellbeing of communities they serve; and,

WHEREAS, the Community Innovation Award is given in recognition of active engagement in leading and guiding innovative work for community health improvement and the elimination of health disparities;

NOW, THEREFORE, BE IT RESOLVED that the Anderson County Council hereby recognizes Reverend Ankoma Anderson and the entire congregation of Welfare Baptist Church on receiving this tremendous honor. We offer our heartfelt thanks for your ongoing efforts to build a better future for us all.

RESOLVED in a meeting duly assembled this 16th day of November, 2021.

FOR ANDERSON COUNTY

ATTEST

Glenn A. Davis
County Council District Two

Rusty Burns
County Administrator

Renee Watts
Clerk to Council

State of South Carolina)

County of Anderson)

ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
NOVEMBER 2, 2021

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
RAY GRAHAM
BRETT SANDERS
JOHN WRIGHT
CINDY WILSON
JIMMY DAVIS
GLENN DAVIS

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
RENEE WATTS
JANIE TURMON

1 TOMMY DUNN: At this time let me call
2 the Anderson County Council special presentation
3 meeting to order of November the 2nd, 2021. I want to
4 welcome each and every one of you here and thank y'all
5 for coming tonight.

6 At this time I would like to ask Councilman Wright
7 if he would lead us in the resolution and proclamation
8 of R2021-052. Councilman Wright.

9 JOHN WRIGHT: Thank you, Mr. Chairman.
10 I'd like to present tonight Resolution 2021-052.

11 A RESOLUTION TO HONOR THE CONTRIBUTIONS OF OUR
12 LOCAL LAW ENFORCEMENT AGENCIES; AND OTHER MATTERS
13 RELATED THERETO.

14 WHEREAS, provision of law enforcement services is a
15 primary function of local government; and,

16 WHEREAS, an effective and comprehensive public
17 safety infrastructure is necessary to sustain for a
18 healthy, vibrant community; and,

19 WHEREAS, the citizens of our community are served
20 by the Anderson County Sheriff's Office as well as the
21 police departments representing our several
22 municipalities; and

23 WHEREAS, thanks to the leadership of our local law
24 enforcement agencies, our community has seen
25 significant declines in offenses such as robbery,
26 burglary, and motor vehicle theft; and,

27 WHEREAS, the overall interests of public safety are
28 best served when there exists strong working
29 relationships and a culture of cooperation among local
30 agencies; and

31 WHEREAS, Anderson County Sheriff Chad McBride and
32 Anderson City Police Chief Jim Stewart work
33 side-by-side in their efforts to maintain the public
34 order in the Anderson metro area; and,

35 WHEREAS, both agencies are known and respected for
36 their efforts to build positive relationships with the
37 public and going above the call of duty in their
38 service to the citizenry;

39 WHEREAS, a prime example of the commitment to
40 service manifest in these leaders is through the work
41 of their respective community foundations, which assist
42 families of fallen officers and support local charities
43 in an effort to build a better Anderson County.

44 NOW, THEREFORE, BE IT RESOLVED that the Anderson
45 County Council hereby recognizes Sheriff Chad McBride
46 and Chief Jim Stewart for not only a job well done, but
47 also for their common efforts towards a brighter
48 future. We recognize also the officers and leadership
49 of all Anderson County law enforcement agencies for
50 their bravery and being there for the people in the

1 hour of greatest need.
2 RESOLVED in a meeting duly assembled this 2nd day
3 of November, 2021.
4 Mr. Chairman, I'd like to bring that in the form of
5 a motion.
6 TOMMY DUNN: We have a motion Mr.
7 Wright.
8 RAY GRAHAM: Second.
9 TOMMY DUNN: Second Councilman Graham.
10 Any discussion?
11 JOHN WRIGHT: Mr. Chairman.
12 TOMMY DUNN: Mr. Wright, go ahead.
13 JOHN WRIGHT: I just want, again, to
14 tell Sheriff Chad McBride how much we appreciate him
15 and Chief Jim Stewart who is also here tonight, for
16 everything they do to work collectively to protect the
17 citizens of Anderson as a whole, and how much we really
18 appreciate it. I just wanted to reiterate that.
19 TOMMY DUNN: Thank you. Councilman
20 Sanders.
21 BRETT SANDERS: Yes, sir. Thank you.
22 I was wanting to thank Sheriff McBride and Chief
23 Stewart, not only for their service but for their
24 leadership. It runs downhill. So the quality of
25 officers that you have on the streets and in offices is
26 a reflection is you buys and you do a great job. And I
27 truly appreciate you. Thank you.
28 TOMMY DUNN: Thank you. Anyone else?
29 CINDY WILSON: May I?
30 TOMMY DUNN: Ms. Wilson.
31 CINDY WILSON: Chad McBride, our
32 sheriff, I want to thank you also. I have far fewer
33 complaints from my constituents about the slack
34 sheriff's department. Everybody has been so grateful.
35 The responsiveness has been so much better. And we
36 just really appreciate your presence in the community.
37 Thank you.
38 TOMMY DUNN: Anyone else?
39 GLENN DAVIS: I'd like to piggyback on
40 ---
41 TOMMY DUNN: Mr. Davis. No, I just
42 want to make sure I introduce you for the record. Mr.
43 Davis, you go ahead.
44 GLENN DAVIS: My bad.
45 TOMMY DUNN: No, you're fine.
46 GLENN DAVIS: Sheriff McBride and Chief
47 Stewart, I'd like to thank you guys also, as well, for
48 the job you're doing, the leadership that you're
49 providing for the city of Anderson and the county of
50 Anderson. Job well done. Thank you.

1 TOMMY DUNN: Thank you. Anyone else?
2 RAY GRAHAM: Mr. Chairman.
3 TOMMY DUNN: Councilman Graham.
4 RAY GRAHAM: Sheriff, Chief, just
5 again piggyback off the rest of the council. Thank you
6 both for the services you guys provide to the county
7 and to the city, as well as your staff, your continued
8 support throughout the communities and making our
9 community and our county safe and just continue moving
10 us forward. We definitely appreciate all y'all's hard
11 work and continued service. Thank you so much.

12 TOMMY DUNN: Thank you. And I would
13 also like to add mine. On behalf of Anderson County
14 Council, we really do appreciate what all y'all do,
15 both of y'all and y'all's departments and y'all's
16 officers and y'all's staff for what all y'all do, the
17 sacrifices y'all make for the betterment of the
18 citizens of Anderson County. We appreciate it. And we
19 stand here ready to help, as we always have, any way we
20 can. So thank y'all very much. And make sure your
21 officers know that.

22 All in favor of the motion show of hands. All
23 opposed like sign. Show the motion carries
24 unanimously.

25 JOHN WRIGHT: Mr. Chairman, if I could,
26 Sheriff McBride, Chief Stewart, we have City Councilman
27 Cal Newton here as well from District 1. We did a
28 joint law enforcement appreciate barbeque which the
29 council supported. I don't think he's here, but we did
30 have somebody from Grainger Nissan, who is our platinum
31 sponsor, also here.

32 PRESENTATION OF RESOLUTION

33 APPLAUSE

34 TOMMY DUNN: I would, before we close
35 out, just echo Councilman Sanders' sentiments. It's
36 great to see the city and county, Councilman Wright and
37 Councilman Newton, get together and head this up and do
38 this right here. That's what it's all about, making
39 our citizens better in Anderson County and the city is
40 in the county, so we appreciate everything everybody
41 does. Thank y'all very, very much.

42 We're going to adjourn. Regular meeting will start
43 at 6:30.

44
45 **(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:10 P.M.)**

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
NOVEMBER 2, 2021

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
RAY GRAHAM
BRETT SANDERS
JOHN WRIGHT
CINDY WILSON
GLENN DAVIS
JIMMY DAVIS

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
RENEE WATTS
JANIE TURMON

1 TOMMY DUNN: At this time I'd like to
2 ask Councilman Wright if he would lead us in the
3 invocation and pledge of allegiance. We'll all rise,
4 please.

5 **INVOCATION AND PLEDGE OF ALLEGIANCE BY JOHN WRIGHT**

6 TOMMY DUNN: At this time do we have a
7 motion or any changes or corrections to be made to the
8 minutes of October 19th, 2021? Do we have a motion to
9 move these forward?

10 CINDY WILSON: So moved.

11 TOMMY DUNN: Motion Ms. Wilson to move
12 forward. Do we have a second?

13 JIMMY DAVIS: Second.

14 TOMMY DUNN: Second Mr. Davis; that's
15 Jimmy Davis. All in favor of the motion show of hands.
16 All opposed like sign. Show the motion carries
17 unanimously.

18 At this time we'll have citizens comments. When
19 Mr. Harmon calls your name -- these are agenda matters
20 only on the first go around. When Mr. Harmon calls
21 your name, state your name and district for the record.
22 Please address the chair. And you have three minutes.
23 Mr. Harmon.

24 LEON HARMON: Mr. Chairman, we have one
25 citizen signed up. Robert McCurry.

26 ROBERT MCCURRY: I'm in District 5. And I
27 was wanting to address the item -- first reading
28 tonight for item number 2021-071, an ordinance
29 authorizing the execution and delivery of an agreement
30 for -- by and between Anderson County, South Carolina
31 and Project Aardvark -- the name Project Aardvark --
32 with respect to certain economic development property
33 in the county whereby such property will be subject to
34 certain payments for taxes, including the provision of
35 certain special source credits; and other materials
36 related there unto. It does say title only. Last
37 meeting Project Stingray came up and there was a very
38 -- I don't know, I didn't -- there was not an
39 explanation as to the company itself, what they do.
40 I'd like for somebody to address that when it comes up
41 and give us a clarification as to what the business is,
42 what kind of tax break they're going to get, because
43 people of Anderson County, you know, our taxes are
44 going up. We'd like to know how everybody else -- like
45 businesses, I understand we give some certain
46 businesses a tax credit. I would just like that
47 addressed tonight.

48 TOMMY DUNN: Next.

49 LEON HARMON: Mr. Chairman, no one else
50 is signed up.

1 TOMMY DUNN: Thank you.

2 Moving on to now to item number 5, report from the
3 Finance Commission; report from the Finance Committee
4 meeting held Friday, October 29, 2021. Bid number --
5 I'm sorry. We'll be going on to the Finance Chairman,
6 Mr. Sanders.

7 BRETT SANDERS: Thank you, sir.

8 The Finance Committee meeting of 10/29/21. (a) on
9 the agenda was 22-017, was a bid for a construction
10 project on 1428 Pearman Dairy Road. It was granted to
11 J.M. Cope for the amount of \$908,664.00, and it was for
12 a new entranceway for the sheriff's department. And
13 it's a lot more concerned about the safety and security
14 aspects of it than it is just a normal entryway.
15 Finance Committee voted unanimously to support it and
16 send it before council.

17 TOMMY DUNN: Coming from Finance
18 Committee, it doesn't need a second. Open the floor up
19 for discussion now. Discussion? Hearing none all in
20 favor of the motion show of hands. All opposed like
21 sign. Show the motion carries unanimously.

22 Moving on to item number (b).

23 BRETT SANDERS: Thank you, sir.

24 There was a request from the city of Belton for two
25 vehicles. I think they actually need more, but we
26 currently have two units for donation now; a 2006 Crown
27 Vic with two hundred and forty-four thousand miles;
28 estimated value was fifteen hundred. Also a 2008 F250
29 work body with a hundred and ninety-five thousand;
30 valued at seventy-five hundred. Finance Committee
31 voted unanimously to donate these vehicles to the city
32 of Belton. Put that in the form of a motion.

33 TOMMY DUNN: Again, coming from the
34 Finance Committee, it doesn't need a second. Any
35 discussion? All in favor of the motion show of hands.
36 All opposed like sign. Show the motion carries
37 unanimously.

38 Moving on to item number 5(c).

39 BRETT SANDERS: 5(c) was the sale of real
40 property on 126 North McDuffie Street. It appraised
41 for three hundred and forty thousand dollars; thirty-
42 eight hundred square foot. It's the former Economic
43 Development office. There is some roofing and other
44 issues and concerns that was brought up in the meeting.
45 We voted unanimously to allow our administrator to
46 solicit competitive sealed bids with the minimum bid of
47 three hundred forty thousand. And that came
48 unanimously. And put that in the form of a motion
49 also, sir.

50 TOMMY DUNN: Again, coming from the

1 Finance Committee, it doesn't need a second. Any
2 discussion? Any? Seeing and hearing none all in favor
3 of the motion show of hands. All opposed like sign.
4 Show the motion carries unanimously.

5 Moving on to item number 5(d), transfers.

6 BRETT SANDERS: Transfers were to clarify
7 or clear up year-end financials. Ms. Rita Davis, I
8 think she's back there if anyone has any specific
9 questions. But basically just housekeeping for the
10 current year coming up. And we voted unanimously to
11 accept the transfers. And I bring that before council
12 in the form of a motion.

13 TOMMY DUNN: Again, coming from the
14 Finance Committee, it doesn't need a second. Any
15 discussion? Seeing and hearing none all in favor of
16 the motion show of hands. All opposed like sign. Show
17 the motion carries unanimously.

18 Moving on to item number (e). Do we need this now?

19 BRETT SANDERS: Item number (e), we did
20 not go into executive session. Just information
21 purposes only. We never went into executive session.
22 We did have discussion, the Finance Committee, to
23 authorize the purchase of 60.96 acres adjacent to the
24 Starr Landfill to be used by our Solid Waste
25 Department, with the funding coming from the Solid
26 Waste Department in the amount of thirty-six hundred
27 per acre. It was approved unanimously by our Finance
28 Committee. And I bring that before council in the form
29 of a motion.

30 TOMMY DUNN: Again, coming from the
31 Finance Committee, it doesn't need a second. Any
32 discussion? Seeing and hearing none all in favor of
33 the motion show of hands. All opposed like sign. Show
34 the motion carries unanimously.

35 BRETT SANDERS: And that pretty much sums
36 up the Finance Committee meeting for 10/29/21. Thank
37 you, sir.

38 TOMMY DUNN: Thank you and the Finance
39 Committee.

40 Moving on to item number 6(a), these will be third
41 readings.

42 Be 6(a), 2021-057, an Ordinance to amend Ordinance
43 #99-004, the Anderson County Zoning Ordinance, as
44 adopted July 20, 1999, by amending the Anderson County
45 Official Zoning Map to rezone +/- 20.5 acres from C-2
46 (Highway Commercial District) to I-2 (Industrial Park
47 District) on a parcel of land identified as Highway 81
48 North & Evergreen Rd in the North Pointe Precinct shown
49 in Deed Book 4293 page 163. The parcel is further
50 identified as TMS #144-00-04-008. Be in District 4.

1 Do we have a motion to move this forward?

2 BRETT SANDERS: So moved.

3 CINDY WILSON: Second.

4 TOMMY DUNN: Motion Mr. Sanders; and
5 second Ms. Wilson. Any discussion? Seeing and hearing
6 none all in favor of the motion show of hands. All
7 opposed like sign. Show the motion carries
8 unanimously.

9 Moving on to item number 6(b), 2021-058, an
10 Ordinance to amend Ordinance #99-004, the Anderson
11 County Zoning Ordinance, as adopted July 20, 1999, by
12 amending the Anderson County Official Zoning Map to
13 rezone +/- 16.22 acres from C-2 (Highway Commercial
14 District) & R-15 (Single Family Residential) to R-M
15 (Multifamily Residential) on a parcel of land
16 identified as Royal American Rd and Driftwood Way, in
17 the Denver-Sandy Springs Precinct shown in Deed Book
18 2462 page 186. The parcel is further identified as TMS
19 #93-02-02-060, TMS #93-02-02-062, and TMS #93-02-02-
20 063. Be in District 5. Do we have a motion to move
21 this forward?

22 BRETT SANDERS: So moved.

23 TOMMY DUNN: Motion Mr. Sanders; and
24 second Ms. Wilson. Any discussion? Seeing and hearing
25 none all in favor of the motion show of hands. All
26 opposed like sign. Show the motion carries
27 unanimously.

28 Moving on to item number 6(c), 2021-060, an
29 Ordinance to amend the 2010 joint county industrial and
30 business park agreement with Greenville County, South
31 Carolina so as to enlarge the park, and other matters
32 relating thereto. Do we have a motion to move this
33 forward?

34 BRETT SANDERS: So moved.

35 CINDY WILSON: Second.

36 TOMMY DUNN: Motion Mr. Sanders;
37 second Ms. Wilson. Now discussion. Mr. Nelson, do you
38 have anything you want to add to this?

39 BRETT SANDERS: No, sir. This is just
40 another set of Greenville property, second phase of
41 projects going into the multi-county park so that those
42 projects can receive state benefits.

43 TOMMY DUNN: Thank you. Anyone else?
44 All in favor of the motion show of hands. All opposed
45 like sign. Show the motion carries unanimously.

46 Now we're going to be moving on to item number
47 7(a), these are ordinance second reading. This will be
48 ordinance 2021-062, an Ordinance to provide approval
49 for Anderson County to grant a perpetual and
50 non-exclusive easement unto Duke Energy Carolinas, LLC.

1 for the real property being 0.80 acres, common area,
2 Halter Drive, Piedmont, SC 29673, bearing Anderson
3 County tax map number 237-08-03-001 to facilitate the
4 relocation of the electric and communication lines; and
5 other matters related thereto. Do we have a motion to
6 put this on the floor?
7 CINDY WILSON: So moved.
8 TOMMY DUNN: Motion Ms. Wilson. Do we
9 have a second?
10 JOHN WRIGHT: Second.
11 TOMMY DUNN: Second Mr. Wright. Now
12 discussion. Mr. Nelson, do you have anything?
13 BURRISS NELSON: Mr. Chairman, this is
14 just a request from Duke Energy to -- for an
15 opportunity to improve their system on a narrow strip
16 of land that the county happens to own on 153 at Halter
17 Drive.
18 TOMMY DUNN: Thank you. Anyone else?
19 All in favor of the motion show of hands. All opposed
20 like sign. Show the motion carries unanimously.
21 We're going to move on to item number 7(b),
22 2021-063, an Ordinance to amend an agreement for the
23 development of a joint county industrial and business
24 park (2010 park) of Anderson and Greenville Counties so
25 as to enlarge the park; and other matters related
26 thereto. This will be Project Storybook. We'll have a
27 public hearing. But first, Mr. Nelson, if you will
28 just give a brief thing before we have a -- go into
29 public hearing.
30 BURRISS NELSON: Yes, sir, Mr. Chairman.
31 Thank you. As you know, joint Anderson and Greenville
32 Counties, multi-county industrial park allows Anderson
33 County projects to reap the same kind of benefits. But
34 this allows projects to receive state benefit
35 opportunities, job development credits and other
36 credits that are available through South Carolina
37 incentive legislation. And of course, this meets the
38 South Carolina Multi-County Industrial Park Statutes
39 and Regulations. And we certainly thank -- Greenville
40 County thanks Anderson County for giving consideration
41 to this. And they allow us that same reciprocal
42 opportunity when we have projects to get those kind of
43 benefits for our companies.
44 TOMMY DUNN: Thank you.
45 CINDY WILSON: May I add?
46 TOMMY DUNN: Yes, ma'am.
47 CINDY WILSON: Plus we get one percent
48 of their revenue.
49 BURRISS NELSON: Yes, ma'am. That's
50 exactly right. We swap, but they send us a substantial

1 more than we send them.
2 CINDY WILSON: And vice versa?
3 BURRISS NELSON: That's right.
4 TOMMY DUNN: At this time we'll go
5 into a public hearing. Anyone wishing to speak to this
6 matter, please step forward and state your name and
7 district and address the chair, please. Anyone at all?
8 Seeing and hearing none, the public hearing will be
9 closed. Do we have a motion to move this forward?
10 CINDY WILSON: So moved.
11 TOMMY DUNN: Motion Ms. Wilson. Do we
12 have a second?
13 RAY GRAHAM: Second.
14 TOMMY DUNN: Second Mr. Graham. Any
15 discussion? Seeing and hearing none all in favor of
16 the motion show of hands. All opposed like sign. Show
17 the motion carries unanimously.
18 Moving on to item number 7(c), this is 2021-064, an
19 Ordinance authorizing an amendment to an existing fee
20 in lieu of tax agreement between Anderson County, South
21 Carolina and Milliken & Company to extend the
22 investment period for an additional five years, in
23 return and expectation for additional investment in the
24 county, and to provide for the provision of certain
25 special source revenue credits/infrastructure
26 improvement credits; and other matters related thereto.
27 Mr. Burriss Nelson.
28 BURRISS NELSON: Thank you, Mr. Chairman,
29 members of council. Of course, Milliken has been a
30 great partner and community corporate partner with
31 Anderson County for many years, and really the state of
32 South Carolina. They currently have about six hundred
33 employees in Anderson County. And this is an
34 opportunity for them to add additional capital
35 investment based on state statute within the fee in
36 lieu of tax agreements. And this gives them five more
37 years of opportunity to invest. And just like they did
38 in 2017, they promised that they would invest at least
39 2.5 million at each one of the facilities, but they
40 actually invested more than that. So they're looking
41 forward to continuing to grow in Anderson County. And
42 certainly this comes to council with our
43 recommendation. All this meets state statute.
44 TOMMY DUNN: Thank you. Do we have a
45 motion to put this on the floor?
46 CINDY WILSON: So moved.
47 TOMMY DUNN: Motion Ms. Wilson; second
48 Mr. Graham. Any discussion? Ms. Wilson.
49 CINDY WILSON: Very quickly. There was
50 one small typo at the bottom of page one, and I showed

1 it to Mr. Nelson.
2 TOMMY DUNN: Get it squared away by
3 third reading?
4 BURRISS NELSON: We'll get that corrected,
5 certainly. Thank you, Ms. Wilson.
6 TOMMY DUNN: Thank y'all. Anyone
7 else? All in favor of the motion show of hands. All
8 opposed like sign. Show the motion carries
9 unanimously.
10 We're going to move on now to item number 7(d),
11 2021-066, an Ordinance to amend an agreement for the
12 development of a joint county industrial and business
13 park (2010 park) of Anderson and Greenville counties so
14 as to enlarge the park; and other matters related
15 thereto. Milliken. Do we have a motion to put this on
16 the floor?
17 CINDY WILSON: So moved.
18 TOMMY DUNN: Motion Ms. Wilson. Have
19 a second?
20 BRETT SANDERS: Second.
21 TOMMY DUNN: Second Mr. Sanders.
22 Mr. Nelson.
23 BURRISS NELSON: Thank you, Mr. Chairman.
24 This is just allowing the Milliken properties to be
25 added to the multi-county park agreement to receive the
26 benefits that we discussed earlier for multi-county
27 park. And it meets state statute.
28 TOMMY DUNN: Thank you. Anyone else?
29 Any questions or comments? Seeing and hearing none all
30 in favor of the motion show of hands. All opposed like
31 sign. Show the motion carries unanimously.
32 We're going to move on now to item number 8(a),
33 first reading, an Ordinance to amend Ordinance #99-004,
34 the Anderson County Zoning Ordinance, as adopted July
35 20, 1999, by amending the Anderson County Official
36 Zoning Map to rezone +/- 29.01 acres from C-1
37 (Commercial District) to R-M1 (Mixed Residential
38 District) on a parcel of land, identified as 29.01
39 acres on Highway 81 N in the Hopewell Precinct shown in
40 Deed Book 11963 page 00015. The parcel is further
41 identified as TMS #145-00-06-001. This will be in
42 District 7. Do we have a motion to move this forward?
43 CINDY WILSON: So moved.
44 TOMMY DUNN: Motion Ms. Wilson. Do we
45 have a second?
46 GLENN DAVIS: Second.
47 TOMMY DUNN: Second Mr. Glenn Davis.
48 Now any discussion?
49 CINDY WILSON: May I quickly?
50 TOMMY DUNN: Ms. Wilson.

1 CINDY WILSON: This was a very
2 contentious project when it first came before council
3 last year. That developer failed to perform. And the
4 new developer, along with our Planning Department and
5 the neighborhood, got together. They had at least two,
6 I think maybe three meetings. While it was higher
7 density than the neighborhood liked, the developer
8 stepped up to the plate and worked with them on
9 positioning some of the units and increasing the
10 buffers. It was really interesting. One of the
11 neighbors has a drone company and provided the
12 developer with some high definition drone maps that
13 probably saved the developer a lot of engineering
14 costs. But nonetheless, they all came to a meeting of
15 the minds and as far as I know, this should go forward.

16 TOMMY DUNN: Thank you, Ms. Wilson.
17 That's good to hear. Anymore discussion? Seeing and
18 hearing none all in favor of the motion show of hands.
19 All opposed like sign. Wait a minute. All in favor
20 show of hands. All opposed like sign. Okay. Show the
21 motion carries unanimously.

22 Moving on to item number 8(b), first reading, 2021-
23 070, an Ordinance authorizing the transfer of real
24 property located at 29 McAlister Street, Williamston,
25 South Carolina (TMS #245-18-01-035) to the Town of
26 Williamston; and other matters related thereto.

27 Mr. Burns, do you want to speak to this, or Mr.
28 Harmon, before we put this on the floor?

29 LEON HARMON: Mr. Chairman, members of
30 council, this is a lot that is owned by the county of
31 Anderson. It came to the county through a tax sale
32 situation. The property is in a state of disrepair, or
33 so I understand that it is. I've not seen it. But the
34 town wants to acquire this property and clean it up and
35 perhaps get it back into the stream of commerce.

36 TOMMY DUNN: Thank you. Do we have a
37 motion to move this forward?

38 CINDY WILSON: So moved.

39 BRETT SANDERS: So moved.

40 TOMMY DUNN: Motion Ms. Wilson; second
41 Mr. Sanders. Any discussion? All in favor of the
42 motion show of hands. All opposed like sign. Show the
43 motion carries unanimously.

44 Moving on to item number 8(c), first reading,
45 2021-071, an Ordinance authorizing the execution and
46 delivery of an agreement by and between Anderson
47 County, South Carolina and [Project Aardvark], with
48 respect to certain economic development property in the
49 County, whereby such property will be subject to
50 certain payments in lieu of taxes, including the

1 provision of certain special source credits; and other
2 matters related thereto. It's in title only. Do we
3 have a motion to put this on the floor? Motion Ms.
4 Wilson. Do we have a second?
5 JIMMY DAVIS: Second.
6 TOMMY DUNN: Second Mr. Davis, Jimmy
7 Davis.
8 Now, Mr. Nelson, if you would ---
9 BURRISS NELSON: I will.
10 TOMMY DUNN: --- during your
11 conversation, would you explain that sometimes we have
12 to do this in title only because paperwork ain't ready
13 and we're on a time frame to get something done. All
14 fee in lieu of things have to meet state -- goes
15 through this and they have to invest so much money for
16 jobs, pay a certain salary, invest in building. Also,
17 we don't mention names right now because this is
18 sensitive. This project could go somewhere else. And
19 we're still doing that.
20 And also we'll have a public hearing on this, as we
21 always do on this stuff, and it will be in full. All
22 the facts and everything will be out there at that time
23 before then.
24 And furthermore, just for comment and further
25 thing, talking about a check and let the record state,
26 Anderson County has not raised taxes. Now people's
27 taxes might have went up on certain things because of
28 either schools -- and the Fire Commission just raised
29 two mill taxes, taxes went up, and some people
30 supported it. But not Anderson County.
31 BURRISS NELSON: Thank you, Mr. Chairman.
32 TOMMY DUNN: And confidentiality is
33 the reason we have to do this thing. Thank you, Mr.
34 Nelson.
35 BURRISS NELSON: Thank you, Mr. Chairman,
36 members of council. Of course, we're closing in on the
37 end of our calendar year. A lot of companies have a
38 calendar year end and have to get some of their
39 documentation in for their investments and their growth
40 opportunities. As you know, and members of council I
41 apologize that this is by title only, but we try to
42 avoid that as much as possible. And when there's time
43 left in the year, we don't bring title only to council
44 floor. And I certainly beg your permission to be able
45 to do that this time with this project.
46 This is the first reading of a fee in lieu of tax
47 agreement that has helped -- in design to help
48 industries to work. Most people don't understand that
49 industry in South Carolina has the highest
50 manufacturing property tax on the planet. Not just in

1 this country, but the entire planet. At ten and a half
2 percent assessment ratio, manufacturing pays more. So
3 fee in lieu of taxes allows industries to enjoy the
4 same benefits as six percent commercial opportunities,
5 which this would be a six percent assessment ratio
6 project and will allow this company to continue to
7 grow.

8 This is an existing company that currently has two
9 divisions here. Total employment is approaching four
10 hundred employees. In this case they're adding ten new
11 jobs and 9.3 million dollars in capital investment.
12 Average pay, eighteen dollars and forty-five cents an
13 hour. And to be able to quality, it must have a
14 benefits package. And this company certainly does. It
15 has a great benefits package for their employees. New
16 annual payroll added to their already multi-million
17 dollar annual payroll, this will add three hundred and
18 fifty-five thousand dollars to the annual payroll, just
19 from those ten jobs.

20 This is a fee in lieu negotiated six percent
21 agreement with a thirty-year term. It has a special
22 source revenue credit of seventy percent for the first
23 five years. That means there's a discount of the
24 property tax of seventy percent for the first five
25 years. And then an SSRC of fifty percent for the next
26 five years, six through ten. And then a thirty percent
27 SSRC for years eleven through twenty.

28 This company has been here with us in Anderson
29 County for twenty-five plus years and is a substantial
30 member in the community, much like Milliken. They pay
31 taxes of fifty-four thousand in 2020. The new
32 projected taxes will add an additional twenty-four
33 thousand four hundred and ninety-four dollars. Over
34 thirty years that adds five hundred and seventy-nine
35 thousand dollars in total capital investment.

36 First year community impact, which means that
37 additional jobs that are created by this capital
38 investment and the jobs creation, as well as the
39 dollars that go into the community, people buying
40 houses and cars, two million dollars. And over thirty
41 years it's two hundred and eighty-five million dollars
42 of total impact. Great company. Established in the
43 1900s. It's a European based company. So that's far
44 and direct investment in Anderson, South Carolina. And
45 as I said, they've been a great partner for the last
46 twenty-five years.

47 Of course, all of this meets state statute and
48 comes to the council as a recommendation from staff, as
49 well as the Economic Development Advisory Board.

50 Thank you, Mr. Chairman.

1 THE COURT: Thank you. Any one else? Any
2 comments? Mr. Nelson, those figures you -- not the
3 figures, but the formula and all we talked about for
4 our economic impact and all, those are state formulas.
5 Not nothing Anderson County smoked up; right?

6 BURRISS NELSON: That's right. That's in
7 the state constitution how that's calculated and it's
8 state law.

9 RAY GRAHAM: Mr. Chairman.

10 CINDY WILSON: The Constitution of 1895.

11 TOMMY DUNN: That's right.

12 RAY GRAHAM: I just want to clarify
13 something, as well. When we vote on these, we're not
14 giving tax breaks to these companies. We're investing
15 in these companies, that in return invest in citizens,
16 that in return turns around and puts money back into
17 mom and pop stores and the communities and the school
18 systems and residential homes, gas stations,
19 restaurants. I mean, the list just goes on and on. So
20 it's nothing more than we're investing companies -- if
21 we do not wine and dine them and get them to come here,
22 they're going somewhere else. And somewhere else,
23 their citizens is going to benefit from that investment
24 and ours is going to be out here looking for jobs. So
25 that's the reason we're so strong as far as pushing
26 toward these.

27 Mr. Burriss Nelson, I truly appreciate everything
28 you guys do with your staff. That's the reason our
29 unemployment rate is where it is today.

30 BURRISS NELSON: Thank you.

31 RAY GRAHAM: Thank y'all so much.

32 TOMMY DUNN: Thank y'all. Anyone
33 else? Seeing and hearing none all in favor of the
34 motion show of hands. All opposed like sign. Show the
35 motion carries unanimously.

36 Be moving on now to Resolutions, 9(a), be
37 resolution R2021-053, a Resolution to adopt
38 redistricting criteria for Anderson County Council
39 districts based upon the 2020 US Census; and other
40 matters related thereto. Mr. Burns. Or should I say
41 Mr. Nelson -- I mean Mr. Newton?

42 STEVE NEWTON: Thank you, Mr. Chairman.
43 Thank you, council members. It is once again time for
44 us to work together to create new county council
45 district lines in response to the results of the 2020
46 census.

47 As we have done in past years, staff proposes that
48 we work in conjunction with the state Office of
49 Research and Statistics in preparing and ensuring a map
50 that will meet all legal compliance and also be

1 acceptable to our community here in Anderson.

2 What I'm asking you to do this evening is to pass
3 this resolution which adopts our criteria for
4 redistricting. This document, adopting this
5 resolution, this is recommended by the state Office of
6 Research and Statistics, which does have consulting and
7 general -- some degree of supervision over our
8 redistricting process. They play a largely
9 consultative role, but they will review any proposals
10 that are put together to ensure that we are within
11 state and federal guidelines.

12 The biggest things that we need to ensure are that
13 first one there, adhering to the constitutional
14 requirements of one vote, one person. What all this
15 means in practical terms is we take the county's
16 current census population, which was measured at two
17 hundred three thousand seven hundred and eighteen
18 persons, and we divide that by seven; seven council
19 districts. That gives us an ideal district size of
20 twenty-nine thousand one hundred and three. In order
21 to be compliant with court rulings and federal law
22 based on that ideal size, no district shall be below
23 twenty-seven thousand six hundred and forty-eight
24 persons. And no district shall have more than thirty
25 thousand five hundred and fifty-eight persons. So we
26 have a five percent variance either way from that ideal
27 district size.

28 What this means in practical terms is that Mr.
29 Jimmy Davis, I think it's no surprise that your
30 district has seen considerable growth over the past
31 decade. And looking at your population size, your
32 district is going to need to get a little bit of a
33 haircut. You have -- your population is over thirty-
34 three thousand. So I don't think that's anything
35 shocking or unexpected.

36 Mr. Glenn Davis and Mr. Tommy Dunn, we need to add
37 a little bit to y'all's districts in order to get y'all
38 to that compliance size. Now if the three of y'all's
39 districts were all together, we could just kind of
40 shift around what we need and we would be good.
41 Unfortunately, you other folks are in the way. So
42 everybody is going to be impacted to some extent
43 through this.

44 I have not started drawing any maps or considering
45 any lines. But just looking at basic population
46 density, right now -- knock on wood -- I don't foresee
47 any kind of radical changes to the council boundaries.
48 I don't think there's going to be anything that's --
49 that would be unexpected or out of the realm of reason.

50 In the coming weeks we'll be working with the

1 Office of Research and Statistics to draft a map that
 2 is compliant and then offer that for review by the
 3 public and by county council and react accordingly to
 4 comments that are given and the desires of county
 5 council.

6 The other things that this resolution calls for are
 7 sticking to the 1965 Voting Rights Act. We do have
 8 some considerations to follow there. Keeping your
 9 districts contiguous.

10 Mr. Wright, I know you very much want to have part
 11 of the Saluda River in your district, but we're not
 12 going to be able to do that. They're not going to let
 13 us make that jump.

14 Respect communities of interest, I think, you know,
 15 that's a very subjective thing. But I think we all
 16 recognize what that means in the context of our
 17 community. Same with maintaining constituent
 18 consistency. What that means is we would like to keep
 19 y'all's districts as stable as they are. We very much
 20 want to avoid radical changes to any districts. Any
 21 changes that we make will be in response to the
 22 criteria we've mentioned above to work to get
 23 everybody's population right.

24 We very much want to avoid splitting precincts,
 25 although sometimes that is necessary in order to get
 26 people's population ranges right. And sometimes it's
 27 necessary to help protect certain communities of
 28 interest that have other geographical divisions within
 29 them. And we will soliciting public input as -- during
 30 this process, as I mentioned earlier.

31 So if you have any questions for me I'll do my best
 32 to answer them. And we do ask that you pass this, this
 33 evening, so we can begin work in earnest.

34 TOMMY DUNN: Anyone have any questions
 35 or comments for Mr. Newton?

36 CINDY WILSON: May I just add that it's
 37 a very complicated process and we're very thankful for
 38 Mr. Newton's studious approach to it. And there will
 39 be, of course, public input before it's finally voted
 40 on.

41 TOMMY DUNN: Do we have a motion to
 42 move this forward?

43 CINDY WILSON: So moved.

44 TOMMY DUNN: Motion Ms. Wilson. Do we
 45 have a ---

46 RAY GRAHAM: Second.

47 TOMMY DUNN: Second Mr. Graham. Now
 48 discussion.

49 JOHN WRIGHT: Mr. Chairman.

50 TOMMY DUNN: Mr. Wright.

1 JOHN WRIGHT: I'm just curious. What's
2 the time table, Mr. Newton, for this whole process, I
3 guess?

4 STEVE NEWTON: I am optimistic, what
5 we'll do is best practices call for us to adopt this
6 resolution, this criteria, before we can really move
7 forward in preparing any kind of maps. And we couldn't
8 adopt this resolution until we received official word
9 from the Office of Research and Statistics as to what
10 our official block level population numbers were.

11 So other counties are moving along in the process
12 about this time. Some have gotten a little bit ahead
13 of us, but we aren't very far behind. I anticipate
14 having something -- having something for council to
15 review most likely in December. And then continue the
16 process on into January, which should leave ample time
17 for everyone to consider what the district boundaries
18 are in regard to election filings and other routine
19 matters that accompany that.

20 TOMMY DUNN: Anyone else? I just want
21 to thank you, Steve, for the fine work you've done over
22 the years in doing this kind of work. We're lucky to
23 have you and appreciate what you do for us. Okay?

24 STEVE NEWTON: Yes, sir. Thank you.

25 TOMMY DUNN: Anybody else? All in
26 favor of the motion show of hands. All opposed like
27 sign. Show the motion carries unanimously.

28 STEVE NEWTON: Thank you, council.

29 TOMMY DUNN: Thank y'all.

30 Moving on, are there any appointments, item number
31 10, that I'm not aware of? Any at all?

32 Seeing and hearing none, now requests from council
33 members. Mr. Davis, Jimmy Davis.

34 JIMMY DAVIS: Yes, sir, Mr. Chair.
35 Thank you. I would like to appropriate five hundred
36 dollars to the Anderson Chapter National Federation of
37 the Blind. I make that in the form of a motion.

38 TOMMY DUNN: We have a motion ---

39 CINDY WILSON: Second.

40 TOMMY DUNN: --- by Jimmy Davis. We
41 have a second Ms. Wilson. Five hundred dollars. And
42 the motion is for the National Federal of the Blind.
43 Any discussion? Seeing and hearing none all in favor
44 of the motion show of hands. All opposed like sign.
45 Show the motion carries unanimously.

46 We're going to move on now to Mr. Sanders.

47 BRETT SANDERS: Thank you, sir. I also
48 would like to appropriate five hundred to the Anderson
49 Chapter National Federal of the Blind from my special
50 rec fund. Put that in the form of a motion.

1 CINDY WILSON: Second.
2 TOMMY DUNN: Motion Mr. Sanders;
3 second Ms. Wilson. Any discussion? All in favor of
4 the motion show of hands. All opposed like sign. Show
5 the motion carries unanimously.
6 Mr. Glenn Davis.
7 GLENN DAVIS: Yes, sir, Mr. Chairman.
8 I would also like to appropriate five hundred dollars
9 to the Association of the Blind.
10 TOMMY DUNN: We have a motion Mr.
11 Glenn Davis. We have a second?
12 CINDY WILSON: Second.
13 BRETT SANDERS: Second.
14 TOMMY DUNN: Second by Mr. Brett
15 Sanders. Any discussion? All in favor of the motion
16 show of hands. All opposed like sign. Show the motion
17 carries unanimously.
18 Moving on now to Mr. Graham.
19 RAY GRAHAM: Mr. Chairman, I've got
20 two. If it's okay ---
21 TOMMY DUNN: Yes, sir.
22 RAY GRAHAM: --- with council, I'll do
23 both of them together.
24 TOMMY DUNN: Yes, sir.
25 RAY GRAHAM: I'd like to put five
26 hundred dollars toward the Anderson Chapter National
27 Federation of the Blind from my rec account, as well as
28 eight thousand dollars to assist -- it actually is
29 going through the town of Iva, but it's actually for
30 the Iva Museum group down there. They've had a major,
31 major roof leak. That organization just doesn't have
32 the funding to take care of it. I'd like to request
33 eight thousand dollars goes toward that, as well.
34 CINDY WILSON: Second.
35 TOMMY DUNN: Motion Mr. Graham; second
36 Ms. Wilson. Any discussion? All in favor of the
37 motion show of hands. All opposed like sign. Show the
38 motion carries unanimously.
39 Moving on, Mr. Wright, Councilman Wright.
40 JOHN WRIGHT: Yes, sir. I'd like to
41 appropriate five hundred dollars, as well, from
42 District 1's special rec fund to the Anderson Chapter
43 of the National Federal of the Blind, as well. Bring
44 that in the form of a motion.
45 CINDY WILSON: Second.
46 TOMMY DUNN: Motion Mr. Wright; second
47 Ms. Wilson. Any discussion? All in favor of the
48 motion show of hands. All opposed like sign. Show the
49 motion carries unanimously.
50 Now moving on to Ms. Wilson.

1 CINDY WILSON: Thank you. District 7
2 would like to appropriate five hundred dollars to the
3 Anderson Chapter of the National Federation of the
4 Blind.

5 TOMMY DUNN: We have a motion Ms.
6 Wilson. Do we have a second?

7 BRETT SANDERS: Second.

8 TOMMY DUNN: Second Mr. Sanders. Any
9 discussion? All in favor of the motion show of hands.
10 All opposed like sign. Show the motion carries
11 unanimously.

12 District 5 would like to also appropriate five
13 hundred dollars out of its special appropriations
14 account to the National Federal of the Blind. I put
15 that in the form of a motion.

16 CINDY WILSON: Second.

17 BRETT SANDERS: Second.

18 JIMMY DAVIS: Second Mr. Davis, and
19 that would be Jimmy Davis. Any discussion? All in
20 favor of the motion show of hands. All opposed like
21 sign. Show the motion carries unanimously.

22 Seeing nothing else, now we move on to
23 administrator's report.

24 RUSTY BURNS: Nothing at this time, Mr.
25 Chairman.

26 TOMMY DUNN: Now moving on to citizens
27 comments. When Mr. Harmon calls your name, please
28 state your name and district for the record. You've
29 got three minutes. And address the chair, please. Mr.
30 Harmon.

31 LEON HARMON: Mr. Chairman, first
32 speaker is James Hayes.

33 JAMES HAYES: Hello Council. My name
34 is James Hayes. I'm in District 1 as far as living.
35 And I own a business in District 5. Mr. Dunn, I
36 believe that is your district.

37 While I own an ambulance service in this county, I
38 have nothing to do with MedShore, the old rescue
39 squads. There's no conflicts of interest between
40 myself and them. But my question is tonight, and I
41 want y'all to think about my question in depth. How
42 many trucks are being provided during peak times, from
43 my understanding is twelve to eight? I've asked Mr.
44 Graham several times. I've sent emails out to
45 different council members and different people in the
46 county trying to figure the answer out.

47 If seventeen trucks are not being provided per the
48 contract that we understand, are we as a county still
49 paying MedShore for these trucks if they're not
50 providing them?

1 Also, are 911 trucks being used for non-emergency
 2 service as far as taking people from the hospital back
 3 to nursing homes? I think y'all's answer is yes
 4 because I have a hundred percent proof that that was
 5 done not only today but last night. There's other
 6 services, and we're being used by MedShore every single
 7 day on the non-emergency realm.

8 And I'm up here today on the public record because
 9 there's council members who won't even answer my phone
 10 call. There's an EMS director that has blocked my
 11 phone calls. I talked to Mr. Burns this morning out at
 12 the hospital. And I understand that he has a family
 13 situation going on why he can't returned my phone
 14 call.

15 Secondly, let's talk about the ordinance that's up
 16 in place now or that's being talked about, about trying
 17 to stop me from maybe scanner jumping a 911 call. Is
 18 that helping or hurting this community? Per the words
 19 of Mr. Graham, you know, my ranting in a text message
 20 to Mr. Graham was about the county stopping my rogue
 21 actions. It would be improper and disingenuous to
 22 implement such an ordinance.

23 Not two, three weeks ago, I was five minutes from a
 24 cardiac arrest. I beat MedShore QRV by five minutes
 25 and I beat their ambulance by ten. My service. I laid
 26 hands on a chest within five minutes of that 911 call,
 27 and y'all want to stop me? It may be your family
 28 member next time. It really might be.

29 We applied for a franchise agreement, the first
 30 service in Anderson County's history when it was made
 31 law in 2018, we applied for that franchise agreement.
 32 Met every one of the blocks. Checked every box. But
 33 we were denied the franchise agreement in 2020, in the
 34 middle of the pandemic, by the Public Safety Committee.
 35 Mr. Wright was not on that committee then. But we were
 36 told that we would get our five hundred dollars back
 37 for the fee that we applied for. We've never even seen
 38 that money. Never. And it's on the record that we
 39 would get it back. Nobody is going to reach out to us
 40 and give that money back.

41 LEON HARMON: Time, Mr. Chairman.

42 TOMMY DUNN: Thank you.

43 LEON HARMON: Next speaker is Robert
 44 McCurry.

45 TOMMY DUNN: Anyone else?

46 LEON HARMON: No one else is signed up,
 47 Mr. Chairman.

48 TOMMY DUNN: Now comments from council
 49 members. Ms. Wilson.

50 CINDY WILSON: Thank you. I know our

1 taxation status is very confusing to our citizens. But
2 one way they can look at it, if they get the tax bill
3 every year, there's a pie chart and it lays out what
4 entity, whether it's schools, county, whatever, Fire
5 Commission, what portion of the tax dollar goes to each
6 one. And a lot of folks don't look at it. I had a
7 call from a constituent a couple of weeks ago
8 questioning our going up in taxes. But when he went
9 and looked, he found that it was not so. So I just
10 want to make sure everybody knows that that is a nice
11 little tool to point our citizens to.

12 TOMMY DUNN: Thank you, Ms. Wilson.

13 CINDY WILSON: Thank you.

14 TOMMY DUNN: Mr. Wright.

15 JOHN WRIGHT: No, sir. Nothing at this
16 time, Mr. Chairman.

17 TOMMY DUNN: Thank you. Mr. Graham.

18 RAY GRAHAM: Only comment I have, Mr.

19 Burns, if you would look back when we had that
20 franchise agreement brought before Public Safety, it
21 was my understanding that money would be returned.
22 Make sure I'm correct on that. But if it has not been
23 returned, please make sure that happens.

24 As far as the EMS system, our EMS system has come a
25 long ways. Do we still have faults? Absolutely.
26 However, we are moving in a positive direction. As far
27 as some of the comments and accusations that you make
28 on a daily basis to my phone -- and no, I don't answer
29 every one of your calls. I probably wouldn't be able
30 to get anything done if I did. I appreciate all the
31 effort that you put into that system, but however,
32 there is times that I cannot answer your phone calls.
33 But every time that you have brought -- and every time
34 you bring up an accusation, I ask you, what is the
35 proof that you have and what can I physically go check
36 and verify? And every one of those times I've done
37 that and if it was an issue where it needed to be
38 corrected, we've corrected it. And if it wasn't, I
39 advised you what the situation was.

40 Just because an ambulance picks someone up from a
41 hospital and carries them to Atlanta, for example, and
42 I'm sure you've familiar with this call, and carries
43 them to Atlanta does not mean it's not an emergency.
44 Okay?

45 Furthermore, if you truly look at the system, you
46 would realize that that ambulance that did make that
47 transport from Anderson AnMed Hospital System to
48 Atlanta was replaced immediately with another 911
49 truck. So we were still at seventeen. It's my turn.
50 So we were still at seventeen. But even if they would

1 not have done that, it would have been no different
2 from picking someone up on an emergency transport and
3 carrying them to AnMed, to Greenville, to wherever
4 their hospital system that they were going to. This
5 was an emergency transport that they had to go to
6 Atlanta, and it was taken care of.

7 Coming from the EMS system, I would think that you
8 realize that there's day to day actions that we have to
9 make and have to make a decision on for the betterment
10 of that individual patient at that moment. And that's
11 what we do every single day.

12 As far as -- I'm trying to think. As far as the
13 seventeen and the fourteen ambulances, with the
14 exception of Friday where we did go under the seventeen
15 during the peak hours, and that's already been
16 addressed, yeah, and we're taking care of it. It's no
17 different from any other organization where someone
18 calls off or someone can't work that day and you have
19 to scrounge to cover and get it back up to where it's
20 supposed to be.

21 So I mean, yeah, we have had issues. We have
22 provided fourteen ambulances and we have provided
23 seventeen during the peak hours, with the exception of
24 Friday. As far as today, I have not seen that report,
25 so I'm not even going to comment on those.

26 But I mean every time you bring something to my
27 attention we look into it. And I truly appreciate it.
28 Because I mean if I don't have -- Ms. Wilson brought a
29 call up tonight and within about three minutes I had
30 her the answer. But without that information to go and
31 pursue it, we don't know what to look into. So I
32 appreciate your efforts.

33 But what I also want you to know if we're going to
34 continue moving this system forward and we're going to
35 continue making Anderson County better. That's what
36 we're after with this EMS system. Is it perfect?
37 Absolutely not. But we're going to continue moving
38 forward. Tomorrow it's going to be better than today
39 was. And today it's better than yesterday.

40 That's all I've got, Mr. Chairman. Thank you for
41 your time.

42 TOMMY DUNN: Thank you, Councilman
43 Graham. Councilman Glenn Davis.

44 GLENN DAVIS: Nothing at this time,
45 sir.

46 TOMMY DUNN: Thank you, Mr. Davis.
47 Councilman Sanders.

48 BRETT SANDERS: Nothing at this time,
49 sir.

50 TOMMY DUNN: Thank you.

1 Councilman Jimmy Davis.

2 JIMMY DAVIS: I have nothing, sir.

3 TOMMY DUNN: Thank you. I'll be very

4 brief. I just want to echo Mr. Graham's sentiments.

5 The system we've got is not perfect. The system we had

6 before ain't perfect. I think we're better off today

7 than what we was yesterday and it's improving all the

8 time. But I'm going to say what I will say, and you

9 can sit there and grim with a smirk on your face all

10 you want to, fellow, but I will not stand by for

11 citizens on the side of the road and people from EMS

12 getting in a fight, fuss, who's going to take somebody

13 to the hospital. I'm going to do everything in my

14 power to stop that.

15 This will be dismissed.

16

17 **(MEETING ADJOURNED AT APPROXIMATELY 7:20 P.M.)**

ORDINANCE NO. 2021-043

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA, AND ANDERSON LAND, LLC, FORMERLY KNOWN TO THE COUNTY AS PROJECT LIMESTONE WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE CREDITS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, ANDERSON COUNTY, SOUTH CAROLINA (the “*County*”), acting by and through its County Council (the “*County Council*”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “*FILOT Act*”), Title 4, Chapter 1 (the “*Multi-County Park Act*”), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified industrial projects; to provide infrastructure credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County; through all such powers the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County Council adopted on June 15, 2021 an inducement resolution (the “*Inducement Resolution*”) with respect to certain proposed investment by Anderson Land, LLC, a South Carolina limited liability company (the “*Company*”) (which was known to the County at the time as “*Project Limestone*”), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new distribution/manufacturing facility in the County (collectively, the “*Project*”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$80,000,000 in an industrial park, but not less than \$31,429,049 in non-exempt investment for its first two buildings within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a “project” and “economic development property” as such terms are defined in the FILOT Act, and that the Project would serve the purposes of the FILOT Act; and

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause the Project, to the extent not already therein located, to be placed in a joint county industrial and business park such that the Project will receive the benefits of the Multi-County Park Act; and

WHEREAS, pursuant to the Inducement Resolution, the County has agreed to, among other things, (a) enter into a Fee in Lieu of Tax and Special Source Credit Agreement with the Company (the “*Fee Agreement*”), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the Company with respect to the Project, and (b) provide for certain infrastructure credits to be claimed by the

Company against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement which the County proposes to execute and deliver; and

WHEREAS, it appears that the documents above referred to, which are now before this meeting, are in appropriate form and are an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

NOW, THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. Based on information supplied by the Company, it is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a “project” and “economic development property” as said terms are referred to and defined in the FILOT Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;

(b) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(c) The Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

(d) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs and addition to the tax base of the County, are proper governmental and public purposes; and

(e) The benefits of the Project are anticipated to be greater than the costs.

Section 2. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Anderson County Auditor, Assessor and Treasurer. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the Chairman of County Council, upon advice of counsel, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. The Chairman of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County thereunder.

Section 4. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ENACTED in meeting duly assembled this _____ day of _____, 2021.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

Attest:

By: _____
Rusty Burns, County Administrator
Anderson County, South Carolina

By: _____
Renee Watts, Clerk to Council
Anderson County, South Carolina

Approved as to form:

By: _____
Leon C. Harmon, County Attorney
Anderson County, South Carolina

First Reading: June 14 2021
Second Reading: July 20, 2021
Third Reading: November 16, 2021
Public Hearing: August 3, 2021

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of _____, 2021, _____, 2021, and _____, 2021, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Renee Watts, Clerk to County Council,
Anderson County, South Carolina

Dated: _____, 2021

**FEE IN LIEU OF TAX AND
SPECIAL SOURCE CREDIT AGREEMENT**

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

ANDERSON LAND, LLC

Dated as of _____, 2021

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SUMMARY OF CONTENTS OF FEE IN LIEU OF TAX AGREEMENT

As permitted under Section 12-44-55(B), Code of Laws of South Carolina 1976, as amended (the “Code”), the parties have agreed to waive the requirements of Section 12-44-55 of the Code. The following is a summary of the key provisions of this Fee in Lieu of Tax and Special Source Credit Agreement. This summary is inserted for convenience only and does not constitute a part of this Fee in Lieu of Tax and Special Source Credit Agreement or a summary compliant with Section 12-44-55 of the Code.

Company Name:	ANDERSON LAND, LLC	Project Name:	Project 20190114
Projected Investment:	\$80,000,000		
Location (street):	Scotts Bridge Road	Tax Map No.:	1440004002 &1440004001
1. FILOT			
Required Investment:	\$31,421,049 in 1 st two buildings		
Investment Period:	5 years	Ordinance No./Date:	<i>to be provided</i>
Assessment Ratio:	6%	Term (years):	
Fixed Millage:	325.7 mills	Net Present Value (if yes, discount rate):	
Clawback information:	If the Contract Minimum Investment Requirement is not made during the Standard Investment Period, the FILOT is terminated retroactively		
2. MCIP			
Included in an MCIP:	To be included in Anderson/Greenville Park (2010)		
If yes, Name & Date:			
3. SSC			
Total Amount:			
No. of Years	30 years		
Yearly Increments:	90% years 1 – 5, 80% years 6 – 10 & 35% years 11 – 30		
Clawback information:	If the Contract Minimum Investment Requirement is not made during the Standard Investment Period, the SSC is reduced to 50% for years 6 - 10; if the Contract Minimum Investment Requirement is made by the 7 th year, the SSC will return to 80% for years 8-10.		
4. Other information	In the event \$31,421,049 has been invested within the Standard Investment Period, the Standard Investment Period shall be extended an additional 5 years.		

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT (the “*Fee Agreement*”) is made and entered into as of _____, 2021 by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the “*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (the “*State*”), acting by and through the Anderson County Council (the “*County Council*”) as the governing body of the County, and **ANDERSON LAND, LLC**, a limited liability company organized and existing under the laws of the State of South Carolina (the “*Company*”).

RECITALS

1. Title 12, Chapter 44 (the “*FILOT Act*”), Code of Laws of South Carolina, 1976, as amended (the “*Code*”), authorizes the County to (a) induce industries to locate in the State; (b) encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (c) enter into a fee agreement with entities meeting the requirements of the FILOT Act, which identifies certain property of such entities as economic development property and provides for the payment of a fee in lieu of tax with respect to such property.

2. Sections 4-1-17 and 12-44-70 of the Code authorize the County to provide special source revenue credit (“*Special Source Revenue Credit*”) financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, “*Infrastructure*”).

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute a new distribution/manufacturing facility in the County.

4. Based on information supplied by the Company, the County Council has evaluated the Project based on relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-44-40(H)(1) of the FILOT Act, the County finds that: (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project will give rise to no pecuniary liability of the County or any incorporated municipality therein and to no charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

5. The Project is located, or if not so located as of the date of this Fee Agreement the County intends to use its best efforts to so locate the Project, in a joint county industrial or business park created with an adjoining county in the State pursuant to agreement entered into pursuant to Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution.

6. By enactment of an Ordinance on _____, 2021, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes and the provision of Special Source Credits to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions

The terms that this Article defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

“Administration Expenses” shall mean the reasonable and necessary expenses incurred by the County with respect to this Fee Agreement, including without limitation reasonable attorney fees; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

“Affiliate” shall mean any corporation, limited liability company, partnership or other entity which owns all or part of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or which is owned in whole or in part by the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or by any partner, shareholder or owner of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as well as any subsidiary, affiliate, individual or entity who bears a relationship to the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as described in Section 267(b) of the Internal Revenue Code of 1986, as amended.

“Code” shall mean the Code of Laws of South Carolina 1976, as amended.

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date shall not be later than the last day of the property tax year which is three (3) years from the year in which the County and the Company enter into this Fee Agreement.

“Company” shall mean Anderson Land, LLC, a South Carolina limited liability company, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

“Condemnation Event” shall mean any act of taking by a public or quasi-public authority through condemnation, reverse condemnation or eminent domain.

“Contract Minimum Investment Requirement” shall mean investment by the Company, any Affiliates and any Sponsor Affiliates on the Project Limestone Industrial Park Land and the first two buildings on the Project Limestone Industrial Park Land of at least \$31,421,049 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

“County” shall mean Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Administrator” shall mean the Anderson County Administrator, or the person holding any successor office of the County.

“County Assessor” shall mean the Anderson County Assessor, or the person holding any successor office of the County.

“County Auditor” shall mean the Anderson County Auditor, or the person holding any successor office of the County.

“County Council” shall mean Anderson County Council, the governing body of the County.

“County Treasurer” shall mean the Anderson County Treasurer, or the person holding any successor office of the County.

“Defaulting Entity” shall have the meaning set forth for such term in Section 6.02(a) hereof.

“Deficiency Amount” shall have the meaning set forth for such term in Section 4.03(a) hereof.

“Department” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project shall mean any reduction in the value, using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.01 of this Fee Agreement, of the items which constitute a part of the Project and which are subject to FILOT payments which may be caused by the Company’s or any Sponsor Affiliate’s removal and/or disposal of equipment pursuant to Section 4.04 hereof, or by its election to remove components of the Project as a result of any damage or destruction or any Condemnation Event with respect thereto.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the FILOT Act, selected and identified by the Company or any Sponsor Affiliate in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean machinery, equipment, furniture, office equipment, and other tangible personal property, together with any and all additions, accessions, replacements, and substitutions thereto or therefor.

“Event of Default” shall mean any event of default specified in Section 6.01 hereof.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable portion of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Extended Investment Period” shall mean the period ending five (5) years after the end of the Standard Investment Period.

“Fee Agreement” shall mean this Fee in Lieu of Tax and Special Source Credit Agreement.

“FILOT” or ***“FILOT Payments”*** shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

“FILOT Act” shall mean Title 12, Chapter 44, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

“FILOT Act Minimum Investment Requirement” shall mean, with respect to the Project, an investment of at least \$2,500,000 by the Company, or of at least \$5,000,000 by the Company and any Sponsor Affiliates in the aggregate, in Economic Development Property.

“Improvements” shall mean improvements to the Land, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor.

“Infrastructure” shall mean infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of the Project, within the meaning of Section 4-29-68 of the Code.

“Investment Period” shall mean, and shall be equal to, the Standard Investment Period plus the Extended Investment Period, if applicable.

“Standard Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date.

“Land” means the land upon which the Project will be located, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with Section 3.01(c) hereof.

“MCIP Act” shall mean Title 4, Chapter 1, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

“MCIP Agreement” shall mean the Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended, between the County and Greenville County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Credits to the Company hereunder.

“MCIP” shall mean (i) the joint county industrial park established pursuant to the terms of the MCIP Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the MCIP Act, or any successor provision, with respect to the Project.

“Phase” or ***“Phases”*** in respect of the Project shall mean that the components of the Project are placed in service during more than one year during the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year during the Investment Period.

“Project” shall mean the Land and all the Equipment and Improvements that the Company determines to be necessary, suitable or useful for the purposes described in Section 2.02(b) hereof, to the extent determined by the Company and any Sponsor Affiliate to be a part of the Project and placed in service during the Investment Period, and any Replacement Property. Notwithstanding anything in this Fee Agreement to the contrary, the Project shall not include property which will not qualify for the FILOT pursuant to Section 12-44-110 of the FILOT Act, including without limitation property which has been subject to *ad valorem* taxation in the State prior to commencement of the Investment Period; provided, however, the Project may include (a) modifications which constitute an expansion of the real property portion of the Project and (b) the property allowed pursuant to Section 12-44-110(2) of the FILOT Act.

“Project Limestone Industrial Park Land” shall mean all of the Land as described in Exhibit A-1 attached hereto, including any such Land that may be released from this Agreement in accordance with Section 3.01(c) and submitted to a separate fee in lieu of tax agreement.

“Removed Components” shall mean components of the Project or portions thereof which the Company or any Sponsor Affiliate in its sole discretion, elects to remove from the Project pursuant to Section 4.04 hereof or as a result of any Condemnation Event.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement to the fullest extent that the FILOT Act permits.

“Special Source Credits” shall mean the annual special source credits provided to the Company pursuant to Section 4.02 hereof.

“Sponsor Affiliate” shall mean an entity that joins with the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the FILOT Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project, all as set forth in Section 5.13 hereof.

“Standard Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date.

“State” shall mean the State of South Carolina.

“Termination Date” shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 29th year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 30 annual FILOT payments under Article IV hereof with respect to each Phase of the Project; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the FILOT Act, as amended or supplemented from time to time, concerning, among other things, the necessity of obtaining County consent to certain transfers.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.02 Project-Related Investments

The term “investment” or “invest” as used herein shall include not only investments made by the Company and any Sponsor Affiliates, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company or any Sponsor Affiliate with respect to the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

[End of Article I]

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based upon representations by the Company, the Project constitutes a “project” within the meaning of the FILOT Act.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the FILOT Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in the State.

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 325.7 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2021, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

(e) The County will use its reasonable best efforts to cause the Project to be located in a MCIP for a term extending at least until the end of the period of FILOT Payments against which a Special Source Credit is to be provided under this Fee Agreement.

(f) The County agrees to waive up to \$300,000 of the cumulative sewer impact fees and up to \$300,000 of the cumulative building and code fees incurred in the Project Limestone Industrial Park.

Section 2.02 Representations, Warranties, and Agreements of the Company

The Company hereby represents, warrants, and agrees as follows:

(a) The Company is organized and in good standing under the laws of the State of South Carolina, is duly authorized to transact business in the State, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of a distribution/manufacturing facility, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

(c) The execution and delivery of this Fee Agreement by the County has been instrumental in inducing the Company to locate the Project in the County.

(d) The Company, together with any Affiliates and any Sponsor Affiliates, will use commercially reasonable efforts to meet, or cause to be met, the Contract Minimum Investment Requirement within the Standard Investment Period.

[End of Article II]

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Affiliate and any Sponsor Affiliate, to (i) construct and acquire the Project, and (ii) meet the Contract Minimum Investment Requirement within the Standard Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2022. In the event, the Contract Minimum Investment Requirement has been met within the Standard Investment Period, the Investment Period shall be extended to include the Extended Investment Period.

(b) Pursuant to the FILOT Act and subject to Section 4.03 hereof, the Company and the County hereby agree that the Company and any Sponsor Affiliates shall identify annually those assets which are eligible for FILOT payments under the FILOT Act and which the Company or any Sponsor Affiliate selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project. However, if the Company, together with any Sponsor Affiliates, does not meet the Contract Minimum Investment Requirement within the Standard Investment Period, the provisions of Section 4.03 hereof shall control.

(c) The Company may add to the Land such real property, located in the same taxing District in the County as the original Land, as the Company, in its discretion, deems useful or desirable and the Company may release any such portion of the Land, as the Company, in its discretion, deems useful or desirable. In such event, the Company, at its expense, shall deliver an appropriately revised Exhibit A and Exhibit A-1 to this Fee Agreement, in form reasonably acceptable to the County. The County's acceptance of such revised Exhibit A and Exhibit A-1 shall be established by a resolution of County Council.

Section 3.02 Diligent Completion

The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Standard Investment Period.

Section 3.03 Filings and Reports

(a) Each year during the term of the Fee Agreement, the Company and any Sponsor Affiliates shall deliver to the County, the County Auditor, the County Assessor and the County Treasurer a copy of their most recent annual filings with the Department with respect to the Project, not later than thirty (30) days following delivery thereof to the Department.

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor, and to their counterparts in the partner county to the MCIP Agreement, the County Administrator and the Department within thirty (30) days after the date of execution and delivery of this Fee Agreement by all parties hereto.

(c) Each of the Company and any Sponsor Affiliates agree to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii) confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made by the

Company and any such Sponsor Affiliates in accordance with Section 3.03(a) or (b) above with respect to property placed in service as part of the Project.

[End of Article III]

FILOT PAYMENTS

Section 4.01 FILOT Payments

(a) Pursuant to Section 12-44-50 of the FILOT Act, the Company and any Sponsor Affiliates, as applicable, are required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the FILOT Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures required by the FILOT Act):

Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any real property and Improvements without regard to depreciation (provided, the fair market value of real property, as the FILOT Act defines such term, that the Company and any Sponsor Affiliates obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the real property for the first year of the Exemption Period remains the fair market value of the real property and Improvements for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and any Sponsor Affiliates if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the FILOT Act permits the Company and any Sponsor Affiliates to make annual FILOT payments.

Step 3: Use a millage rate of 325.7 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

(b) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Act and/or the herein-described FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof (without increasing the amount of incentives being afforded herein) and so as to afford the Company and any Sponsor Affiliates with the benefits to be derived herefrom, the intention of the County being to offer the Company and such Sponsor Affiliates a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company and any Sponsor Affiliates shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company and such Sponsor Affiliates. Any amount determined to be due and owing to the County from the Company and such Sponsor Affiliates, with respect to a year or years for which the Company or such Sponsor Affiliates previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company or such Sponsor Affiliates would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of FILOT Payments the Company or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

Section 4.02 Special Source Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Credits against the Company's FILOT Payments for the first five (5) consecutive years (years 1 through 5) in an amount equal to ninety percent (90%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Standard Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement; the second five (5) consecutive years (years 6 through 10) in an amount equal to eighty percent (80%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Standard Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement; and thereafter, for a period of twenty (20) consecutive years (years 11 through 30) in an amount equal to thirty-five percent (35%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

(b) Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Credit is taken.

(c) In no event shall the aggregate amount of all Special Source Credits claimed by the Company exceed the amount expended with respect to the Infrastructure at any point in time. The Company shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit C.

(d) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

(e) Each annual Special Source Credit shall be reflected by the County Auditor or other authorized County official or representative on each bill for FILOT Payments sent to the Company by the County for each applicable property tax year, by reducing such FILOT Payments otherwise due by the amount of the Special Source Credit to be provided to the Company for such property tax year.

(f) The Special Source Credits are payable solely from the FILOT Payments, are not secured by, or in any way entitled to, a pledge of the full faith, credit or taxing power of the County, are not an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation, are payable solely from a special source that does not include revenues from any tax or license, and are not a pecuniary liability of the County or a charge against the general credit or taxing power of the County.

(g) All fee-in-lieu of *ad valorem* taxes pursuant to the agreement received by the County for MCIP premises located in the County attributable to current MCIP property shall be distributed in accordance with Section 3 of Ordinance 2010-026 and Paragraph 7 of the MCIP Agreement. All fee-in lieu of *ad valorem* taxes pursuant to the agreement received by the County for MCIP premises located in the County attributable to MCIP property added on and after November 16, 2020 shall be distributed, net of special source credits provided by the County pursuant to Section 4-1-175 ("Net Park Fees") as follows: First, 15% of Net Park Fees shall be deposited to Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby, Second, 35% of Net Park Fees, and any surplus money under Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund of the County, and Third, remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an old *ad valorem* property tax in any of the areas comprising the County's portion of the MCIP in the same percentage as is equal to that taxing entity's percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

Section 4.03 Failure to Achieve Minimum Investment Requirement

(a) Should the Contract Minimum Investment Requirement not be met by the end of the Standard Investment Period, any subsequent Special Source Credits shall be reduced to fifty percent (50%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period) for years six (6) through ten (10), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement; except, however, if the Contract Minimum Investment Requirement is met by the end of the seventh (7th) tax year following the Commencement Date, then the Special Source Credits going forward shall return to the original schedule. Any portion of Special Source Credits lost because of a failure to meet the Contract Minimum Investment Requirement by the end of the Standard Investment Period shall not be recoverable by the Company or its Sponsor Affiliates.

(b) As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certification as to investment in the Project. Such certification shall be in substantially the form attached hereto as Exhibit B, and shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Investment Period.

Section 4.04 Removal of Equipment

Subject, always, to the other terms and provisions of this Fee Agreement, the Company and any Sponsor Affiliates shall be entitled to remove and dispose of components of the Project from the Project in its sole discretion with the result that said components shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement. Economic Development Property is disposed of only when it is scrapped or sold or

removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.05 FILOT Payments on Replacement Property

If the Company or any Sponsor Affiliate elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company or any Sponsor Affiliate otherwise utilizes Replacement Property, then, pursuant and subject to the provisions of Section 12-44-60 of the FILOT Act, the Company or such Sponsor Affiliate shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the FILOT shall be recorded using its income tax basis, and the calculation of the FILOT shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the FILOT.

Section 4.06 Reductions in Payment of Taxes Upon Diminution in Value; Investment Maintenance Requirement

In the event of a Diminution in Value of the Economic Development Property, the FILOT payments with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property as determined pursuant to Step 1 of Section 4.01(a) hereof; *provided, however*, that if at any time subsequent to the end of the Investment Period, the total value of the Project remaining in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the FILOT Act Minimum Investment Requirement, then beginning with the first payment thereafter due hereunder and continuing until the Termination Date, the Project shall no longer be entitled to the incentive provided in Section 4.01, and the Company and any Sponsor Affiliate shall therefore commence to pay regular *ad valorem* taxes thereon, calculated as set forth in Section 4.01(b) hereof.

[End of Article IV]

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive ends, and this Fee Agreement is terminated, if the Company ceases operations at the Project. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twenty-four (24) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Standard Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02 Rights to Inspect

The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to have access to examine and inspect the Company's South Carolina property tax returns, as filed. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, and shall be subject to the provisions of Section 5.03 hereof.

Section 5.03 Confidentiality

The County acknowledges and understands that the Company and any Sponsor Affiliates may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein "Confidential Information"). In this regard, the Company and any Sponsor Affiliates may clearly label any Confidential Information delivered to the County "Confidential Information." The County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall disclose or otherwise divulge any such clearly labeled Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law. Each of the Company and any Sponsor Affiliates acknowledge that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. In the event that the County is required to disclose any Confidential Information obtained from the Company or any Sponsor Affiliates to any third party, the County agrees to provide the Company and such Sponsor Affiliates with as much advance notice as is reasonably possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company and such Sponsor Affiliates to obtain judicial or other relief from such disclosure requirement.

Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County (it being intended herein that any obligations of the County with respect to the Special Source Credits shall be payable only from FILOT payments received from or payable

by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

Each of the Company and any Sponsor Affiliates acknowledges that any mergers, reorganizations or consolidations of the Company and such Sponsor Affiliates may cause the Project to become ineligible for negotiated fees in lieu of taxes under the FILOT Act absent compliance by the Company and such Sponsor Affiliates with the Transfer Provisions; provided that, to the extent provided by Section 12-44-120 of the FILOT Act or any successor provision, any financing arrangements entered into by the Company or any Sponsor Affiliates with respect to the Project and any security interests granted by the Company or any Sponsor Affiliates in connection therewith shall not be construed as a transfer for purposes of the Transfer Provisions. Notwithstanding anything in this Fee Agreement to the contrary, it is not intended in this Fee Agreement that the County shall impose transfer restrictions with respect to the Company, any Sponsor Affiliates or the Project as are any more restrictive than the Transfer Provisions.

Section 5.06 Indemnification Covenants

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the “Indemnified Parties”) harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the Company or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the Term, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the Term from (i) entering into and performing its obligations under this Fee Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of the Company or any Sponsor Affiliate in the performance of any of its obligations under this Fee Agreement, (iv) any act of negligence of the Company or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees, (v) any act of negligence of any assignee or lessee of the Company or any Sponsor Affiliate, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company or any Sponsor Affiliate, or (vi) any environmental violation, condition, or effect with respect to the Project. The Company shall indemnify, defend and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld).

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County’s relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent

that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

(c) Notwithstanding anything in this Fee Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the Company or any Sponsor Affiliate, shall survive any termination of this Fee Agreement.

Section 5.07 Qualification in State

Each of the Company and any Sponsor Affiliates warrant that it is duly qualified to do business in the State, and covenants that it will continue to be so qualified so long as it operates any portion of the Project.

Section 5.08 No Liability of County's Personnel

All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and shall be binding upon any member of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any elected official, officer, agent, servants or employee of the County and no recourse shall be had against any member of the County Council or any elected official, officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion and as evidenced by resolution passed by the County Council; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv)

the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

Subject to County consent when required under this Section, and at the expense of the Company or any Sponsor Affiliate, as the case may be, the County agrees to take such further action or execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or such Sponsor Affiliate under this Fee Agreement and/or any release of the Company or such Sponsor Affiliate pursuant to this Section.

Each of the Company and any Sponsor Affiliates acknowledges that such a transfer of an interest under this Fee Agreement or in the Project may cause all or part of the Project to become ineligible for the FILOT benefit afforded hereunder or result in penalties under the FILOT Act absent compliance by the Company and any Sponsor Affiliates with the Transfer Provisions.

Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same.

Section 5.11 Priority Lien Status

The County's right to receive FILOT payments hereunder shall have a first priority lien status pursuant to Sections 12-44-90(E) and (F) of the FILOT Act and Chapters 4, 49, 51, 53, and 54 of Title 12 of the Code.

Section 5.12 Interest; Penalties

In the event the Company or any Sponsor Affiliate should fail to make any of the payments to the County required under this Fee Agreement, then the item or installment so in default shall continue as an obligation of the Company or such Sponsor Affiliate until the Company or such Sponsor Affiliate shall have fully paid the amount, and the Company and any Sponsor Affiliates agree, as applicable, to pay the same with interest thereon at a rate, unless expressly provided otherwise herein and in the case of FILOT payments, of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT payments, at the rate for non-payment of *ad valorem* taxes under State law and subject to the penalties the law provides until payment.

Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to the terms of a written joinder agreement with the County and the Company, in form reasonably acceptable to the County. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during

which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act.

[End of Article V]

DEFAULT

Section 6.01 Events of Default

The following shall be “Events of Default” under this Fee Agreement, and the term “Event of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company or any Sponsor Affiliate to make the FILOT Payments described in Section 4.01 hereof, or any other amounts payable to the County under this Fee Agreement when due, which failure shall not have been cured within thirty (30) days following receipt of written notice thereof from the County; provided, however, that the Company and any Sponsor Affiliates shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company or any Sponsor Affiliate hereunder which is deemed materially incorrect when deemed made; or

(c) Failure by the Company or any Sponsor Affiliate to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of thirty (30) days after written notice from the County to the Company and such Sponsor Affiliate specifying such failure and requesting that it be remedied, unless the Company or such Sponsor Affiliate shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company or such Sponsor Affiliate is diligently pursuing corrective action; or

(d) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of thirty (30) days after written notice from the Company to the County and any Sponsor Affiliates specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 6.02 Remedies Upon Default

(a) Whenever any Event of Default by the Company or any Sponsor Affiliate (the “*Defaulting Entity*”) shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions as to the Defaulting Entity, only:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder.

In no event shall the Company or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company’s (together with any Sponsor Affiliates) failure to meet the FILOT Act Minimum Investment Requirement or the Contract Minimum Investment Requirement other than as expressly set forth in this Fee Agreement.

In addition to all other remedies provided herein, the failure to make FILOT payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and

notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies that general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of *ad valorem* taxes to collect any FILOT payments due hereunder.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company and any Sponsor Affiliate may take one or more of the following actions:

- (i) bring an action for specific enforcement;
- (ii) terminate this Fee Agreement as to the acting party; or
- (iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

Upon the occurrence of an Event of Default hereunder by the Company or any Sponsor Affiliate, should the County be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the County shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 6.04 No Waiver

No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

[End of Article VI]

MISCELLANEOUS

Section 7.01 Notices

Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

If to the Company:

Anderson Land, LLC
Attn: Ora H. Reynolds
Hunt Midwest Development, Inc.
8399 NE Underground Drive
Kansas City, Missouri 64161

With a copy to:

James K. Price
Nexsen Pruet, LLC
55 E. Camperdown Way, Suite 400
Greenville, South Carolina 29601

If to the County:

Anderson County
Attn: Rusty Burns, County Administrator
P.O. Box 8002
Anderson, South Carolina 29622-8002

With a copy to:

Anderson County Attorney
P.O. Box 8002
Anderson, South Carolina 29622-8002

Section 7.02 Binding Effect

This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and any Sponsor Affiliates, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 7.03 Counterparts

This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 7.04 Governing Law

This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 7.05 Headings

The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 7.06 Amendments

The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 7.07 Further Assurance

From time to time, and at the expense of the Company and any Sponsor Affiliates, the County agrees to execute and deliver to the Company and any such Sponsor Affiliates such additional instruments as the Company or such Sponsor Affiliates may reasonably request and as are authorized by law and reasonably within the purposes and scope of the FILOT Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 7.08 Invalidity; Change in Laws

In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the FILOT Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates the strongest inducement possible, within the provisions of the FILOT Act, to locate the Project in the County. In case a change in the FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.

Section 7.09 Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto

(including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 7.11 Waiver

Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 7.12 Business Day

In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

Section 7.13 Facsimile/Scanned Signature

The Parties agree that use of a fax or scanned signature and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the Parties as if the original signature, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

[End of Article VII]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Administrator and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Tommy Dunn, Chairman of County Council,
Anderson County, South Carolina

ATTEST:

Renee Watts, Clerk to County Council,
Anderson County, South Carolina

[Signature Page 1 to Fee in Lieu of Tax and Special Source Credit Agreement]

ANDERSON LAND, LLC
a South Carolina limited liability company
By: Hunt Midwest Real Estate Development, Inc.
Its: Sole Member

By: _____
Name: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Tax and Special Source Credit Agreement]

EXHIBIT A

**LAND
LEGAL DESCRIPTION**

ALL that certain piece, parcel of tract of land lying, being and situate in the County of Anderson, State of South Carolina on Scotts Bridge Road and being shown as 116.18 acres on that certain plat prepared for Hunt Midwest Real Estate Development, Inc., et al. by EAS Professionals, Inc. on December 11, 2020 and having the metes and bounds as shown thereon.

Tax Map No. 1440004002

ALL that certain piece, parcel of tract of land lying, being and situate in the County of Anderson, State of South Carolina on Scotts Bridge Road and being shown as 16.69 acres on that certain plat prepared for Hunt Midwest Real Estate Development, Inc., et al. by EAS Professionals, Inc. on July 13, 2021 and recorded in the Register of Deeds Office for Anderson County in Plat Book S2825 at Page 7 and having the metes and bounds as shown thereon.

Tax Map No. 1440004001

EXHIBIT A-1

**PROJECT LIMESTONE INDUSTRIAL PARK
LEGAL DESCRIPTION**

ALL that certain piece, parcel of tract of land lying, being and situate in the County of Anderson, State of South Carolina on Scotts Bridge Road and being shown as 116.18 acres on that certain plat prepared for Hunt Midwest Real Estate Development, Inc., et al. by EAS Professionals, Inc. on December 11, 2020 and having the metes and bounds as shown thereon.

Tax Map No. 1440004002

ALL that certain piece, parcel of tract of land lying, being and situate in the County of Anderson, State of South Carolina on Scotts Bridge Road and being shown as 16.69 acres on that certain plat prepared for Hunt Midwest Real Estate Development, Inc., et al. by EAS Professionals, Inc. on July 13, 2021 and recorded in the Register of Deeds Office for Anderson County in Plat Book S2825 at Page 7 and having the metes and bounds as shown thereon.

Tax Map No. 1440004001

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of ANDERSON LAND, LLC (the “*Company*”), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 2020 between Anderson County, South Carolina and the Company (the “*Agreement*”), as follows:

(1) The total investment made by the Company and any Sponsor Affiliates in the Project during the calendar year ending December 31, 20__ was \$_____.

(2) The cumulative total investment made by the Company and any Sponsor Affiliates in the Project from the period beginning _____, 20__ (that is, the beginning date of the Investment Period) and ending December 31, 20__, is \$_____.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 20__.

Name: _____
Its: _____

EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of ANDERSON LAND, LLC (the “*Company*”), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 2020 between Anderson County, South Carolina and the Company (the “*Agreement*”), as follows:

(1) As of the date hereof, the aggregate amount of Special Source Credits previously received by the Company and any Sponsor Affiliates is \$_____.

(2) As of December 31, 20__, the aggregate amount of investment in costs of Infrastructure incurred by the Company and any Sponsor Affiliates during the Investment Period is not less than \$_____.

(3) Of the total amount set forth in (2) above, \$_____ pertains to the investment in personal property, including machinery and equipment, at the Project. The applicable personal property, and associated expenditures, are listed below:

Personal Property Description

Investment Amount

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 20__.

Name: _____
Its: _____

ORDINANCE NO. 2021-062

AN ORDINANCE TO PROVIDE APPROVAL FOR ANDERSON COUNTY TO GRANT A PERPETUAL AND NON-EXCLUSIVE EASEMENT UNTO DUKE ENERGY CAROLINAS, LLC FOR THE REAL PROPERTY BEING 0.80 ACRES, COMMON AREA, HALTER DRIVE, PIEDMONT, SC 29673 BEARING ANDERSON COUNTY TAX MAP NUMBER 237-08-03-001 TO FACILITATE THE RELOCATION OF ELECTRIC AND COMMUNICATION LINES; AND OTHER MATTERS RELATED THERETO

WHEREAS, Anderson County, South Carolina (the “County”) acting by and through its County Council (the “County Council”) is authorized under Title 4 of the Code of Laws of the State of South Carolina, as amended, to lease, sell, or otherwise dispose of real and personal property; and

WHEREAS, the County owns the real property commonly known as 0.80 acres, more or less, Common Area Halter Drive, Piedmont, SC 29673 bearing Anderson County Tax Map Number 237-08-03-001 (the “Property”) located within the County of Anderson;

WHEREAS, Duke Energy of the Carolinas, LLC (“Duke Energy”) has requested a perpetual and non-exclusive easement to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (the “Easement”) on the Property;

WHEREAS, the County desires to grant unto Duke Energy the requested Easement on the Property.

NOW THEREFORE, be it ordained by Anderson County Council, in a duly assembled meeting, that:

1. Anderson County Council hereby approves the grant of the Easement to Duke Energy on the Property and that such Easement is further described and set forth on that certain Easement and Project Work Map attached hereto as Exhibit A and incorporated herein by reference thereto and further directs the Anderson County Administrator and Chairman of County Council to execute all documents related thereto on behalf of the County.
2. All Orders and Ordinances in conflict herewith are, to the extent of such conflict only, hereby repealed and rescinded.

3. All Ordinances, Orders, Resolutions and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked and rescinded.
4. This Ordinance shall take effect and be in full force upon Third Reading and Enactment by Anderson County Council.

ENACTED in a duly assembled meeting this ____ day of _____, 2021.

ATTEST:

FOR ANDERSON COUNTY:

By: Rusty Burns
Its: Administrator

By: Tommy Dunn
Its: Chairman, Anderson County Council

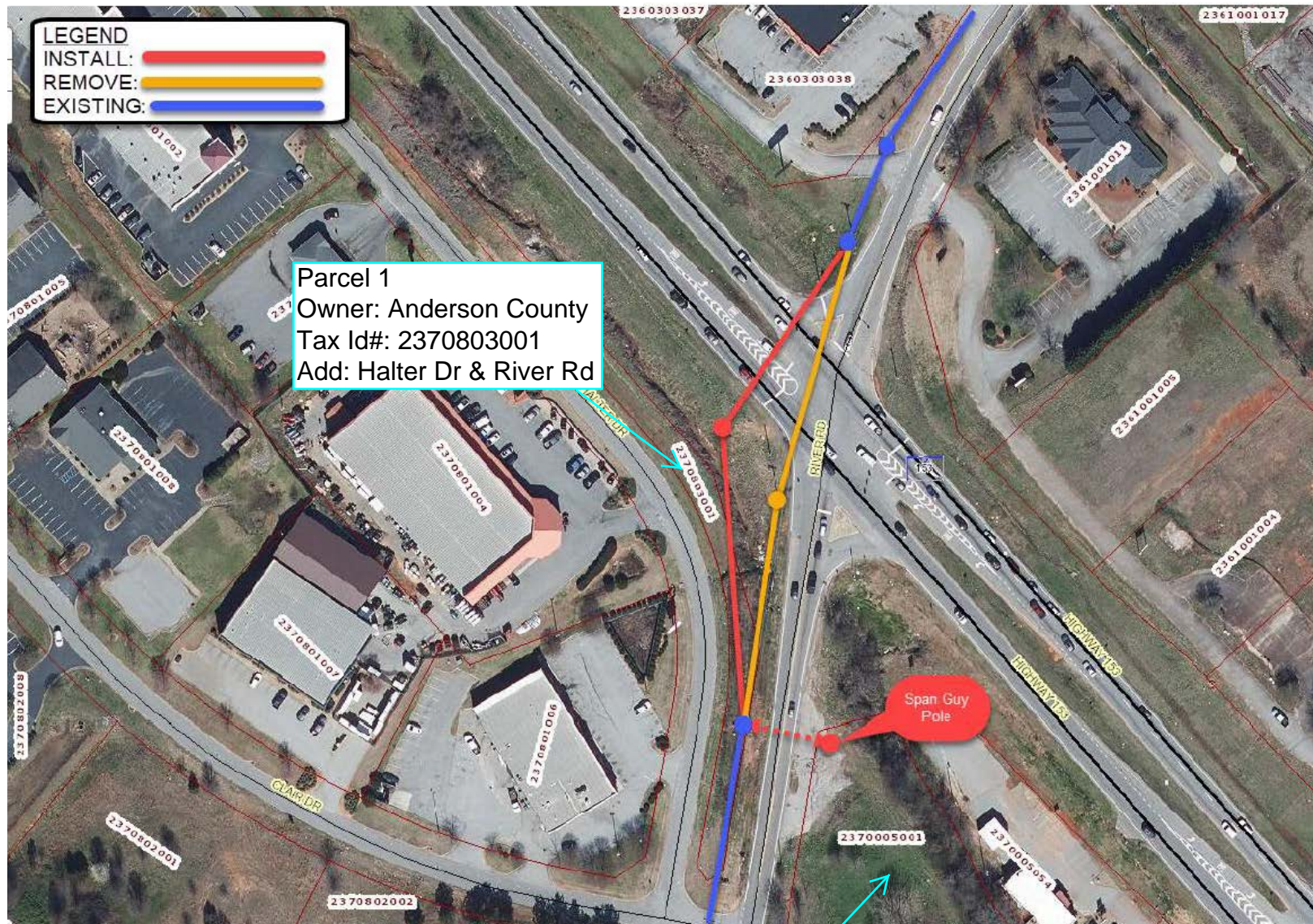
By: _____
Its: Clerk to Council

APPROVED AS TO FORM:

By: Leon C. Harmon
Its: County Attorney

First Reading: October 19, 2021
Second Reading: November 2, 2021
Third Reading: November 16, 2021
Public Hearing: November 16, 2021

WO# 38523158
SC 153 & RIVER RD
ANDERSON COUNTY
SOUTH CAROLINA



Parcel 1
Owner: Anderson County
Tax Id#: 2370803001
Add: Halter Dr & River Rd

Parcel 2
Owner: Maximiliano & Juan Leon Garcia
Tax Id#: 2370005001
Add: 3140-3148 River Rd

Prepared by: Duke Energy Carolinas, LLC
Return to: Duke Energy Carolinas, LLC
Attn: c/o Southeastern Land Company
PO Box 1241
Conway, SC 29528

Parcel # 2370803001

EASEMENT

State of South Carolina

County of Anderson

THIS EASEMENT ("**Easement**") is made this ____ day of _____, 20____, from **ANDERSON COUNTY**, a political subdivision of the State of South Carolina ("**Grantor**", whether one or more), to **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**"). Grantor is the owner of that certain property described in that instrument recorded in Deed Book 14495, Page 23, Anderson County Register of Deeds ("**Property**"). The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows: A strip of land thirty feet (30') in uniform width for the overhead portion of said Facilities and a strip of land twenty feet (20') in uniform width for the underground portion of said Facilities, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "**Easement Area**").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.

For Grantee's Internal Use:
Work Order #: 38523158

3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve future development on the Property and adjoining lands. Portions of the Facilities may be installed immediately and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20____.

Witnesses:

(Witness #1)

ANDERSON COUNTY
a political subdivision of the State of South Carolina

(Witness #2)

(SEAL)

By: _____, _____ Title

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of

_____, certify that _____, as _____ of

ANDERSON COUNTY, a political subdivision of the State of South Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT.

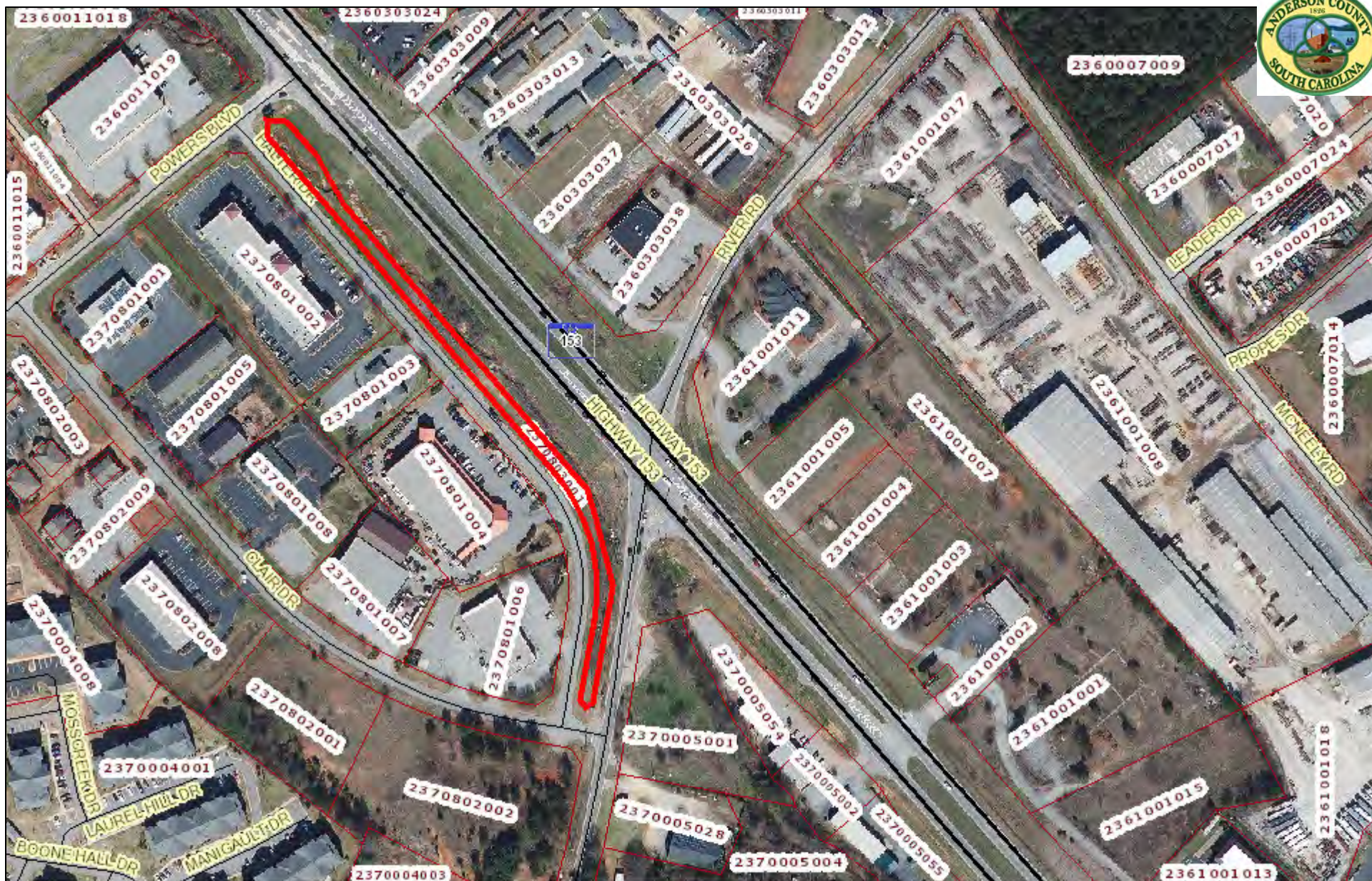
Witness my hand and notarial seal, this ____ day of _____, 20____.



Notary Public: _____

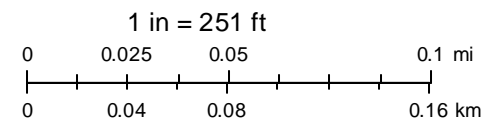
Commission Expires: _____

Anderson County



November 30, 2020 Disclaimer accepted.

TMS:	2370803001	
Owner:	ANDERSON COUNTY	
Owner Address:	101 S MAIN ST	
City/State:	ANDERSON SC	Zip Code: 29621
Deed Book:	14495	Deed Page: 23
Tax District:	1	Current Plat: CP S 1323/10
Sale Year:	2020	Description: COMMON AREA HALTER DR .80 AC
		Market Value: \$3,000



ESRI, Highland Mapping, and Anderson County GIS

ORDINANCE NO. 2021-063

AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK.

WHEREAS, pursuant to Ordinance No. 2010-026 enacted October 19, 2010 by Anderson County Council, Anderson County entered into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended, with Greenville County (the "Agreement"); and

WHEREAS, pursuant to Section 3(A) of the Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinances of the County Councils of Anderson County and Greenville County; and

WHEREAS, in connection with certain incentives being offered by Greenville County to Diversified Properties 2, LLC and its Sponsor Affiliates, it is now desired that the boundaries of the Park be enlarged to include certain parcels in Greenville County;

NOW, THEREFORE, be it ordained by Anderson County Council that Exhibit A to the Agreement is hereby and shall be amended and revised to include property located in Greenville County described in the schedule attached to this Ordinance, and, pursuant to Section 3(B) of the Agreement, upon adoption by Greenville County of a corresponding ordinance, the Agreement shall be deemed amended to so include such property and Exhibit A as so revised, without further action by either county.

[SIGNATURES ON FOLLOWING PAGE]

DONE in meeting duly assembled this ____ day of _____, 20__.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman, Anderson County Council

Attest:

By: _____
Anderson County Administrator

By: _____
Clerk to Anderson County Council

Approved as to Form

Leon C. Harmon, County Attorney

First Reading: October 19, 2021
Second Reading: November 2, 2021
Third Reading: November 16, 2021
Public Hearing: November 2, 2021

Addition to Exhibit A to
Agreement for the Development of a Joint County Industrial and
Business Park dated as of December 1, 2010, as amended,
between Anderson County and Greenville County

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of _____, 20__, _____, 20__ and _____, 20__, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, Anderson County Council

Dated: _____, 20__

ORDINANCE NO. 2021-064

AN ORDINANCE AUTHORIZING AN AMENDMENT TO AN EXISTING FEE IN LIEU OF TAX AGREEMENT BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND MILLIKEN & COMPANY TO EXTEND THE INVESTMENT PERIOD FOR AN ADDITIONAL FIVE YEARS, IN RETURN AND EXPECTATION FOR ADDITIONAL INVESTMENT IN THE COUNTY, AND TO PROVIDE FOR THE PROVISION OF CERTAIN SPECIAL SOURCE REVENUE CREDITS/INFRASTRUCTURE IMPROVEMENT CREDITS

WHEREAS, Anderson County, South Carolina (the “County”), acting by and through its County Council (the “County Council”) and pursuant to the provisions of the Code of Laws of South Carolina, 1976, as amended (the “Code”), and specifically Title 12, Chapter 44 of the Code (the “FILOT Act”) and pursuant to an Ordinance duly enacted (the “Ordinance”), did heretofore enter into a Fee in Lieu of Tax Agreement (the “FILOT Agreement”), dated as of November 15, 2016, with Milliken & Company, a Delaware corporation (the “Company”), pursuant to which the Company agreed to make, and the County agreed to accept, negotiated fee in lieu of tax (“FILOT”) payments with respect to certain capital facilities located within the County as more particularly described in the FILOT Agreement (the “Project”); and

WHEREAS, Company is considering making additional investment in the Project; and

WHEREAS, in accordance with the requirement of Section 12-44-30(13) of the FILOT Act, Company has applied to the County seeking a five year extension of the Investment Period (as such term is defined in the FILOT Agreement); and

WHEREAS, in order to induce Company to increase its investment within the County, in accordance with Section 12-44-30(13) of the FILOT Act, the County desires to extend the period for completion of the Project by an additional five (5) years, to a new total Investment Period of ten (10) years, which extension is intended to amount to the maximum extension of such period permitted by current law and pursuant to Title 4, Chapter 1 of the Code (the “Multi-County Park Act”), and Title 4, Chapter 29, of the Code, to provide infrastructure credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County; through all such powers the industrial development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County has previously approved the Company’s extension request pursuant to that certain Resolution adopted on _____, 2021; and

WHEREAS, the Company has represented that the Company will increase its minimum investment in the Project from at least \$2,500,000 to at least \$5,000,00, within the Investment Period, as extended for a period totaling ten (10) years; and

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause the Project, to the extent not already therein located, to be placed in a joint county industrial and business park such that the Project will receive the benefits of the Multi-County Park Act; and

WHEREAS, the County desires to enter into an amendment to the FILOT Agreement provide for certain special source revenue credits/infrastructure improvement credits to be claimed by the Company against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act and to reflect the new minimum investment in the Project, which is a material condition to the County granting the credits described herein and extending the Investment Period; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of draft First Amendment to Fee in Lieu of Tax Agreement (the "First Amendment") which the County proposes to execute and deliver; and

WHEREAS, it appears that the document above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

NOW, THEREFORE, BE IT ORDAINED by Anderson County, South Carolina, as follows:

Section 1. The form, terms, and provisions of the First Amendment presented to this meeting and filed with the Clerk to County Council or Assistant Clerk to County Council be and they are hereby approved, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if the First Amendment were set out in this Ordinance in its entirety. The Chairman of County Council, the Administrator of the County, the Clerk to County Council and/or the Assistant Clerk to County Council be and hereby are authorized, empowered, and directed to execute, acknowledge, and deliver the First Amendment in the name and on behalf of the County, and thereupon to cause the First Amendment to be delivered to the Company. The First Amendment is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of First Amendment now before this meeting.

Section 2. The Chairman of County Council, the County Administrator, the Clerk to the County Council and the Assistant Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary or proper to effect the execution and delivery of the First Amendment, and the performance of all obligations of the County under and pursuant to the First Amendment. The Chairman of County Council, the County Administrator, the Clerk to County Council, the Assistant Clerk to County Council and any other proper officer of County, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance.

Section 3. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 4. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict only, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

WITNESS our hands and seals this _____ day of _____, 2021.

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chairman
Anderson County Council

ATTEST:

Rusty Burns, County Administrator
Anderson County, South Carolina

Renee Watts, Clerk to Council
Anderson County, South Carolina

Approved as to form:

Leon C. Harmon, County Attorney
Anderson County, South Carolina

First Reading:	<u>October 19, 2021</u>
Second Reading	<u>November 2, 2021</u>
Third Reading:	<u>November 16, 2021</u>
Public Hearing:	<u>November 16, 2021</u>

ORDINANCE NO. 2021-066

AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK.

WHEREAS, pursuant to Ordinance No. 2010-026 enacted October 19, 2010 by Anderson County Council, Anderson County, South Carolina ("Anderson County") entered into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended (the "Agreement"), with Greenville County, South Carolina ("Greenville County"); and

WHEREAS, pursuant to Section 3(A) of the Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinances of the County Councils of Anderson County and Greenville County; and

WHEREAS, in connection with certain incentives being offered by Greenville County, it is now desired that the boundaries of the Park be enlarged to include certain parcels located in Greenville County.

NOW, THEREFORE, be it ordained by Anderson County Council that Exhibit A to the Agreement is hereby and shall be amended and revised to include, effective as of _____, 2021, those certain parcels located in Anderson County described in Schedule 1 attached hereto and made part hereof (the "Additional Land"), and, pursuant to Section 3(B) of the Agreement, upon adoption by Greenville County of a corresponding ordinance, the Agreement shall be deemed amended to so include, effective as of _____, 2021, the Additional Land, without further action by either county.

[Signatures on Next Page]

DONE in meeting duly assembled this ____ day of _____, 2021.

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chairman
Anderson County Council

ATTEST:

Rusty Burns, County Administrator
Anderson County, South Carolina

Renee Watts, Clerk to Council
Anderson County, South Carolina

Approved as to form:

Leon C. Harmon, County Attorney
Anderson County, South Carolina

First Reading: October 19, 2021
Second Reading: November 2, 2021
Third Reading: November 16, 2021
Public Hearing: November 16, 2021

SCHEDULE 1

Addition to Exhibit A to Agreement for the Development of a Joint County Industrial and Business Park dated as of December 1, 2010, as amended, between Anderson County and Greenville County

Milliken Properties

1. Cushman Plant – 409 Gossett Drive, Williamston, SC 29697
2. Gerrish Milliken Plant – 100 Dalton Drive, Pendleton, SC 29670
3. Pendleton Finishing Plant – 200 Excelsior Mill Road, Pendleton, SC 29670 (to the extent located in Anderson County)

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

I, the undersigned Assistant Clerk to County Council of Anderson County, South Carolina, do hereby certify (i) that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of _____, 2021, _____, 2021 and _____, 2021, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council; and (ii) the public hearing for the attached ordinance was conducted by County Council at the County Council meeting of _____, 2021.

Renee D. Watts, Clerk to Council
Anderson County, South Carolina

Dated: _____, 2021

ORDINANCE NO. 2021-061

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND A COMPANY KNOWN TO THE COUNTY AT THIS TIME AS PROJECT EQUINOX WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE CREDITS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, ANDERSON COUNTY, SOUTH CAROLINA (the ***“County”***), acting by and through its County Council (the ***“County Council”***), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the ***“FILOT Act”***), Title 4, Chapter 1 (the ***“Multi-County Park Act”***), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide infrastructure credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County; through all such powers the development of the State of South Carolina (the ***“State”***) will be promoted and trade developed by inducing commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County did previously enter into an Inducement Agreement dated _____, 2021 (the ***“Inducement Agreement”***) with _____, a _____ (the ***“Company”***) (which was known to the County at the time as ***“Project Equinox”***), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, furnishings and other real and/or tangible personal property for purposes of a mixed-use, affordable housing, commercial economic development enterprise, for the County (collectively, the ***“Project”***); and

WHEREAS, the Company has represented that the Project will involve an investment of a minimum of \$25,000,000 in the County, within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement); and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a “project” and “economic development property” as such terms are defined in the FILOT Act, and that the Project would serve the purposes of the FILOT Act; and

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause the Project, to the extent not already therein located, to be placed in a joint county industrial and business park (the "MCIP") such that the Project will receive the benefits of the Multi-County Park Act; and

WHEREAS, pursuant to the Inducement Agreement, the County has agreed to, among other things, (a) enter into a Fee in Lieu of Tax and Special Source Credit Agreement with the Company (the "**Fee Agreement**"), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the Company with respect to the Project, (b) provide for certain special source credits to be claimed by the Company against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act, and (c) include in the term of the Fee Agreement a ten-year extension, made pursuant to Section 12-44-30(21) of the FILOT Act; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement which the County proposes to execute and deliver; and

WHEREAS, it appears that the documents above referred to, which are now before this meeting, are in appropriate form and are an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

NOW, THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. Based on information supplied by the Company, it is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a "project" and "economic development property" as said terms are referred to and defined in the FILOT Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;

(b) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(c) The Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

(d) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs and addition to the tax base of the County, are proper governmental and public purposes; and

(e) The benefits of the Project are anticipated to be greater than the costs.

Section 2. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council and/or the County Administrator are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Anderson County Auditor, Assessor and Treasurer. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the Chairman of County Council, upon advice of counsel, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. The Chairman of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County thereunder.

Section 4. All fee-in lieu of *ad valorem* taxes pursuant to the Fee Agreement received by the County for MCIP premises located in the County attributable to MCIP property added on and after November 16, 2020 shall be distributed, net of special source revenue credits provided by the County pursuant to Section 4-1-175 ("Net Park Fees") as follows: First, 15% of Net Park Fees shall be deposited to Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby, Second, 35% of Net Park Fees, and any surplus money under Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund of the County, and Third, remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an old *ad valorem* property tax in any of the areas comprising the County's portion of the MCIP in the same percentage as is equal to that taxing entity's percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

Section 5. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ENACTED in meeting duly assembled this ___ day of _____, 2021.

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chairman

Anderson County Council

Attest:

By: _____

Rusty Burns, County Administrator

Anderson County, South Carolina

By: _____

Renee Watts, Clerk to Council

Anderson County, South Carolina

Approved as to form:

By: _____

Leon C. Harmon, County Attorney

Anderson County, South Carolina

First Reading: _____, 2021

Second Reading: _____, 2021

Third Reading: _____, 2021

Public Hearing: _____, 2021

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of _____, 2021, _____, 2021, and _____, 2021, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Renee Watts, Clerk to County Council,
Anderson County, South Carolina

Dated: _____, 2021

**FEE IN LIEU OF TAX AND
SPECIAL SOURCE CREDIT AGREEMENT**

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

PROJECT EQUINOX

Dated as of _____, 2021

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**SUMMARY OF CONTENTS OF
FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT**

As permitted under Section 12-44-55(B), Code of Laws of South Carolina 1976, as amended (the “Code”), the parties have agreed to waive the requirements of Section 12-44-55 of the Code. The following is a summary of the key provisions of this Fee in Lieu of Tax and Special Source Credit Agreement. This summary is inserted for convenience only and does not constitute a part of this Fee in Lieu of Tax and Special Source Credit Agreement or a summary compliant with Section 12-44-55 of the Code.

Company Name:	[To Come]	Project Name:	Project Equinox
Projected Investment:	\$39,000,000	Projected Jobs:	N/A
Location (street):	Equinox Mill 200 Jackson Street Anderson, SC 29625	Tax Map Nos.:	1231102014; 1231103002 1231102028; 1231209001 1231102015; 1231205003
1. FILOT			
Required Investment:	\$25,000,000		
Investment Period:	5 years	Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	30 years + 10 years
Fixed Millage:	320.5 mills	Net Present Value (if yes, discount rate):	N/A
Clawback information:	See Section 4.03(a)		
2. MCIP			

Included in an MCIP:	Yes
If yes, Name & Date:	Anderson County & Greenville County (2010 Park)
3. SSRC	
Total Amount:	
No. of Years	40 years
Yearly Increments:	90% for years 1-5; 70% for years 6-10; 50% for years 11-40
Clawback information:	See Sections 4.02(d)&(e) and 4.03
4. Other information	

FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT (the "**Fee Agreement**") is made and entered into as of _____, 2021 by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the "**County**"), a body politic and corporate and a political subdivision of the State of South Carolina (the "**State**"), acting by and through the Anderson County Council (the "**County Council**") as the governing body of the County, and **PROJECT EQUINOX**, a _____ organized and existing under the laws of the State of _____ (the "**Company**").

RECITALS

1. Title 12, Chapter 44 (the "**FILOT Act**"), Code of Laws of South Carolina, 1976, as amended (the "**Code**"), authorizes the County to (a) induce industries to locate in the State; (b) encourage industries and commercial enterprises now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (c) enter into a fee agreement with entities meeting the requirements of the FILOT Act, which identifies certain property of such entities as economic development property and provides for the payment of a fee in lieu of tax with respect to such property.

2. Sections 4-1-170 and 12-44-70 of the Code authorize the County to provide special source revenue credit ("**Special Source Revenue Credit**") financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to property used in the operation of a commercial enterprise in order to enhance the economic development of the County (collectively, "**Infrastructure**").

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) for purposes of a commercial, mixed-use, and affordable housing enterprise in the County.

4. Based on information supplied by the Company, the County Council has evaluated the Project based on relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-44-40(H)(1) of the FILOT Act, the County finds that: (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project will give rise to no pecuniary liability of the County or any incorporated municipality therein and to no charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

5. The Project is located, or if not so located as of the date of this Fee Agreement the County intends to use its best efforts to so locate the Project, in a joint county industrial or business park created

with an adjoining county in the State pursuant to agreement entered into pursuant to Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution.

6. By enactment of an Ordinance on _____, 2021, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes and the provision of Special Source Revenue Credits to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

DEFINITIONS

Section 1.01 Definitions

The terms that this Article defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

“30% Low Income Resident” means a resident of the Project having a household income that is less than Thirty Percent (30%) of AMI.

“60% Low Income Resident” means a resident of the Project having a household income that is between Thirty Percent (30%) and less than Sixty Percent (60%) of AMI.

“80% Low Income Resident” means a resident of the Project having a household income between Sixty Percent (60%) and Eighty Percent (80%) of AMI.

“Administration Expenses” shall mean the reasonable and necessary expenses incurred by the County with respect to this Fee Agreement, including without limitation reasonable attorney fees; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

“Affiliate” shall mean any corporation, limited liability company, partnership or other entity which owns all or part of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or which is owned in whole or in part by the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or by any partner, shareholder or owner of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as well as any subsidiary, affiliate, individual or entity who bears a relationship to the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as described in Section 267(b) of the Internal Revenue Code of 1986, as amended.

“Affordable Housing Requirement” shall have the meaning given to such term in Section 3.01 of this Agreement.

"Affordable Unit" shall mean an apartment unit located within the Project reserved for lease or leased to a Low Income Resident in accordance with the rental requirements set forth in Section 3.01 of this Agreement.

"Area Median Income" or "AMI" shall mean the median family income for Anderson County as determined annually by the U.S. Department of Housing and Urban Development.

"Change in Law" shall have the meaning set forth in Section 7.08 herein.

"City" shall mean the City of Anderson, South Carolina, a body politic and corporate and political subdivision of the State.

"Code" shall mean the Code of Laws of South Carolina 1976, as amended.

"Commencement Date" shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date shall not be later than the last day of the property tax year which is three (3) years from the year in which the County and the Company enter into this Fee Agreement.

"Company" shall mean [Project Equinox], a _____, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

"Condemnation Event" shall mean any act of taking by a public or quasi-public authority through condemnation, reverse condemnation or eminent domain.

"Contract Minimum Investment Requirement" shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$25,000,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

"County" shall mean Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

"County Administrator" shall mean the Anderson County Administrator, or the person holding any successor office of the County.

"County Assessor" shall mean the Anderson County Assessor, or the person holding any successor office of the County.

“County Auditor” shall mean the Anderson County Auditor, or the person holding any successor office of the County.

“County Council” shall mean Anderson County Council, the governing body of the County.

“County Treasurer” shall mean the Anderson County Treasurer, or the person holding any successor office of the County.

“Credit Period” shall have the meaning set forth for such term in Section 4.02(a) hereof.

“Defaulting Entity” shall have the meaning set forth for such term in Section 6.02(a) hereof.

“Deficiency Amount” shall have the meaning set forth for such term in Section 4.03(a) hereof.

“Department” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project shall mean any reduction in the value, using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.01 of this Fee Agreement, of the items which constitute a part of the Project and which are subject to FILOT payments which may be caused by the Company’s or any Sponsor Affiliate’s removal and/or disposal of equipment pursuant to Section 4.04 hereof, or by its election to remove components of the Project as a result of any damage or destruction or any Condemnation Event with respect thereto.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the FILOT Act and this Fee Agreement, and selected and identified by the Company or any Sponsor Affiliate in its annual filing of a SCDOR PT-300T or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean machinery, equipment, furniture, office equipment, and other tangible personal property, together with any and all additions, accessions, replacements, and substitutions thereto or therefor.

“Event of Default” shall mean any event of default specified in Section 6.01 hereof.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable portion of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Fee Agreement” shall mean this Fee in Lieu of Tax and Special Source Credit Agreement.

“FILOT” or ***“FILOT Payments”*** shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

“FILOT Act” shall mean Title 12, Chapter 44, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

“FILOT Act Minimum Investment Requirement” shall mean, with respect to the Project, an investment of at least \$2,500,000 by the Company, or of at least \$5,000,000 by the Company and any Sponsor Affiliates in the aggregate, in Economic Development Property.

“Improvements” shall mean improvements to the Land, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor.

“Infrastructure” shall mean infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of the Project, within the meaning of Section 4-29-68 of the Code.

“Investment Period” shall mean, and shall be equal to, the Standard Investment Period.

“Land” means the land upon which the Project will be located, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with Section 3.01 hereof.

“Low Income Resident” means a resident of the Project that is a 30% Low Income Resident, 60% Low Income Resident, or an 80% Low Income Resident.

“MCIP” shall mean (i) the joint county industrial park established pursuant to the terms of the MCIP Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the MCIP Act, or any successor provision, with respect to the Project.

“MCIP Act” shall mean Title 4, Chapter 1, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

“MCIP Agreement” shall mean an agreement to establish a joint county industrial and business park entered into by and between the County and an adjoining partner county, now or hereafter entered into, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

“Phase” or ***“Phases”*** in respect of the Project shall mean that the components of the Project are placed in service during more than one year during the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year during the Investment Period.

“Project” shall mean the Land and all the Equipment and Improvements that the Company determines to be necessary, suitable or useful for the purposes described in Section 2.02(b) hereof, to the extent determined by the Company and any Sponsor Affiliate to be a part of the Project and placed in service during the Investment Period, and any Replacement Property. Notwithstanding anything in this Fee Agreement to the contrary, the Project shall not include property which will not qualify for the FILOT pursuant to Section 12-44-110 of the FILOT Act, including without limitation property which has been subject to *ad valorem* taxation in the State prior to commencement of the Investment Period; provided,

however, the Project may include (a) modifications which constitute an expansion of the real property portion of the Project and (b) the property allowed pursuant to Section 12-44-110(2) of the FILOT Act.

“Removed Components” shall mean components of the Project or portions thereof which the Company or any Sponsor Affiliate in its sole discretion, elects to remove from the Project pursuant to Section 4.04 hereof or as a result of any Condemnation Event.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement to the fullest extent that the FILOT Act permits.

“Short Term Rental” shall mean a multiple family dwelling or any portion thereof which is rented for occupancy for dwelling, lodging or sleeping purposes for any period of less than thirty (30) consecutive days.

“Special Source Revenue Credits” shall mean the annual special source revenue credits provided to the Company pursuant to Section 4.02 hereof.

“Sponsor Affiliate” shall mean an entity that joins with the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the FILOT Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project, all as set forth in Section 5.13 hereof.

“Standard Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date.

“State” shall mean the State of South Carolina.

“Termination Date” shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 39th year (which includes a ten-year extension pursuant to Section 12-44-30(21) of the FILOT Act) following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 40 annual FILOT payments under Article IV hereof with respect to each Phase of the Project; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

“Total Residential Units” shall mean the greater of (a) the total number of units leased or reserved for residential use at the Project as of the applicable date of determination of whether the Company has satisfied the Affordable Housing Requirement under Section 3.01 of this Agreement, or (b) 120 units.

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the FILOT Act, as amended or supplemented from time to time, concerning, among other things, the necessity of obtaining County consent to certain transfers.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.02 Project-Related Investments

The term “investment” or “invest” as used herein shall include not only investments made by the Company and any Sponsor Affiliates, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company or any Sponsor Affiliate with respect to the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

[End of Article I]

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based upon representations by the Company, the Project constitutes a “project” within the meaning of the FILOT Act.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the FILOT Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in the State.

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 320.5 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2020, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

(e) The County will use its reasonable best efforts to cause the Project to be located in a MCIP for a term extending at least until the end of the period of FILOT Payments against which a Special Source Credit is to be provided under this Fee Agreement.

Section 2.02 Representations, Warranties, and Agreements of the Company

The Company hereby represents, warrants, and agrees as follows:

(a) The Company is organized and in good standing under the laws of the State of _____, is duly authorized to transact business in the State, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of a commercial, mixed-use, and affordable housing enterprise in the County, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

(c) The execution and delivery of this Fee Agreement by the County has been instrumental in inducing the Company to locate the Project in the County.

(d) The Company, together with any Sponsor Affiliates, will use commercially reasonable efforts to meet, or cause to be met the FILOT Act Minimum Investment Requirement within the Investment Period.

[End of Article II]

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2022. During the period of time the Company is receiving Special Source Revenue Credits under this Fee Agreement, the Company agrees to continuously rent at least Ninety Percent (90%) of the Total Residential Units at the Project as Affordable Units to Low Income Residents, as follows: (i) Ten Percent (10%) of the Total Residential Units located at the Project shall be rented continuously to 30% Low Income Residents; and (ii) Eighty Percent (80%) of the Total Residential Units located at the Project shall be rented continuously to 60% Low Income Residents (the “Affordable Housing Requirement”). The Company will use commercially reasonable efforts to reserve remaining Ten Percent (10%) of the Total Residential Units for 80% Low Income Residents.

(b) Pursuant to the FILOT Act and subject to Section 4.03 hereof, the Company and the County hereby agree that the Company and any Sponsor Affiliates shall identify annually those assets which are eligible for FILOT payments under the FILOT Act and this Fee Agreement, and which the Company or any Sponsor Affiliate selects for such treatment by listing such assets in its annual PT-300T form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project. However, if the Company, together with any Sponsor Affiliates, does not meet the FILOT Act Minimum Investment Requirement within the Investment Period, the provisions of Section 4.03 hereof shall control.

(c) The Company may add to the Project such real property, located in the same taxing District in the County as the original Land, as the Company, in its discretion, deems useful or desirable. In such event, the Company, at its expense, shall deliver an appropriately revised Exhibit A to this Fee Agreement, in form reasonably acceptable to the County.

Section 3.02 Diligent Completion

The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.03 Filings and Reports

(a) Each year during the term of the Fee Agreement, the Company and any Sponsor Affiliates shall deliver to the County, the County Auditor, the County Assessor and the County Treasurer a copy of

their most recent annual filings with the Department with respect to the Project, not later than thirty (30) days following delivery thereof to the Department.

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor, and to their counterparts in the partner county to the MCIP Agreement, the County Administrator and the Department within thirty (30) days after the date of execution and delivery of this Fee Agreement by all parties hereto.

(c) Each of the Company and any Sponsor Affiliates agree to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii) confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made by the Company and any such Sponsor Affiliates in accordance with Section 3.03(a) or (b) above with respect to property placed in service as part of the Project.

[End of Article III]

FILOT PAYMENTS

Section 4.01 FILOT Payments

(a) Pursuant to Section 12-44-50 of the FILOT Act, the Company and any Sponsor Affiliates, as applicable, are required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the FILOT Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures required by the FILOT Act):

Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any real property and Improvements without regard to depreciation (provided, the fair market value of real property, as the FILOT Act defines such term, that the Company and any Sponsor Affiliates obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the real property for the first year of the Exemption Period remains the fair market value of the real property and Improvements for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and any Sponsor Affiliates if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the FILOT Act and this Fee Agreement permit the Company and any Sponsor Affiliates to make annual FILOT payments.

Step 3: Use a millage rate of 320.5 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

(b) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Act and/or the herein-described FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof (without increasing the amount of incentives being afforded herein) and so as to afford the Company and any Sponsor Affiliates with the benefits to be derived herefrom, the intention of the County being to offer the Company and such Sponsor Affiliates a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company and any Sponsor Affiliates shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company and such Sponsor Affiliates. Any amount determined to be due and owing to the County from the Company and such Sponsor Affiliates, with respect to a year or years for which the Company or such Sponsor Affiliates previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company or such Sponsor Affiliates would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of FILOT Payments the Company or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

Section 4.02 Special Source Revenue Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Standard Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Revenue Credits against the Company's FILOT Payments for a period of thirty (30) consecutive years plus an additional ten (10) years of this Fee Agreement. The application of such Special Source Revenue Credits shall begin in the same year as the Commencement Date and shall be provided by the County in an amount equal to the following percentages of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Standard Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement:

- i. Ninety percent (90%) for the first five (5) years of the payments in lieu of taxes under the Fee Agreement;
- ii. Seventy percent (70%) for years six (6) through ten (10) of the payments in lieu of taxes under the Fee Agreement; and
- iii. Fifty percent (50%) for years eleven (11) through forty (40) of the payments in lieu of taxes under the Fee Agreement.

(b) Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Credit is taken.

(c) In no event shall the aggregate amount of all Special Source Revenue Credits claimed by the Company exceed the amount expended with respect to the Infrastructure at any point in time. The Company shall be responsible for making written annual certification as to compliance with the provisions of the

preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit C.

(d) Should the Contract Minimum Investment Requirement not be met by the end of the Standard Investment Period, any Special Source Revenue Credits otherwise payable under this Fee Agreement shall no longer be payable by the County and the Company shall be retroactively liable to the County for the amount of the Special Source Revenue Credits previously received by the Company, plus interest at the rate payable for late payment of taxes. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Investment Period.

(e) After the Project is placed in service, should the Company fail to be in compliance with the Affordable Housing Requirement, any Special Source Revenue Credits otherwise payable under this Fee Agreement shall from and after the occurrence of such failure no longer be payable by the County; provided, however, the Company shall not be deemed to have failed to satisfy the Affordable Housing Requirement in the event there are vacancies in the Affordable Units due to the inability of the Company to lease the Affordable Units to Low Income Residents, so long as the Company has continuously reserved or made available the required percentages of Total Residential Units for use by 30% Low Income Residents and 60% Low Income Residents, respectively, as set forth in Section 3.01 of this Agreement. The Company shall be responsible for making written annual certification as to continued satisfaction of the Affordable Housing Requirement through delivery to the County and the City of a certification in substantially the form attached hereto as Exhibit C along with a copy of the rent roll for the Project for the period being certified and any other backup information which the County may reasonably request. The Company and all Sponsor affiliates shall allow the County and the City to audit their records in connection with satisfaction of the Affordable Housing Requirement on reasonable written notice by the County or City, as applicable, by making such records available at reasonable times and locations in or in close proximity to the City of Anderson, South Carolina within ten (10) business days of receipt of such request.

(f) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this Fee Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

(g) Each annual Special Source Credit shall be reflected by the County Auditor or other authorized County official or representative on each bill for FILOT Payments sent to the Company by the County for each applicable property tax year, by reducing such FILOT Payments otherwise due by the amount of the Special Source Credit to be provided to the Company for such property tax year.

(h) The Special Source Revenue Credits are payable solely from the FILOT Payments, are not secured by, or in any way entitled to, a pledge of the full faith, credit or taxing power of the County, are not an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation, are payable solely from a special source that does not include revenues from any tax or license, and are not a pecuniary liability of the County or a charge against the general credit or taxing power of the County.

Section 4.03 Failure to Achieve Minimum Investment Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the FILOT Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Company and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (after taking into account any Special Source Revenue Credits received) (such excess, a “*Deficiency Amount*”) for the period through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Investment Period.

(b) As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certification as to investment in the Project. Such certification shall be in substantially the form attached hereto as Exhibit B, and shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Investment Period.

Section 4.04 Removal of Equipment

Subject, always, to the other terms and provisions of this Fee Agreement, the Company and any Sponsor Affiliates shall be entitled to remove and dispose of components of the Project from the Project in its sole discretion with the result that said components shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement. Economic Development Property is disposed of only when it is scrapped or sold or removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.05 FILOT Payments on Replacement Property

If the Company or any Sponsor Affiliate elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company or any Sponsor Affiliate otherwise utilizes Replacement Property, then, pursuant and subject to the provisions of Section 12-44-60 of the FILOT Act, the Company or such Sponsor Affiliate shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the FILOT shall be recorded using its income tax basis, and the calculation of the FILOT shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the FILOT.

Section 4.06 Reductions in Payment of Taxes Upon Diminution in Value; Investment Maintenance Requirement

In the event of a Diminution in Value of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property as determined pursuant to Step 1 of Section 4.01(a) hereof; *provided, however*, that if at any time subsequent to the end of the Investment Period, the total value of the Project remaining in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the FILOT Act Minimum Investment Requirement, then beginning with the first payment thereafter due hereunder and continuing until the Termination Date, the Project shall no longer be entitled to the incentive provided in Section 4.01, and the Company and any Sponsor Affiliate shall therefore commence to pay regular *ad valorem* taxes thereon, calculated as set forth in Section 4.01(b) hereof.

[End of Article IV]

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, at the County's sole discretion, if the Company ceases operations at the Project for a period of twelve (12) months consecutively; provided, however, that the Special Source Revenue Credits provided for in this Fee Agreement shall automatically terminate if the Company ceases operations as set forth in this Section 5.01. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02 Rights to Inspect

The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to have access to examine and inspect the Company's South Carolina property tax returns, as filed. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, and shall be subject to the provisions of Section 5.03 hereof.

Section 5.03 Confidentiality

The County acknowledges and understands that the Company and any Sponsor Affiliates may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein "Confidential Information"). In this regard, the Company and any Sponsor Affiliates may clearly label any Confidential Information delivered to the County "Confidential Information." The County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall disclose or otherwise divulge any such clearly labeled Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law. Each of the Company and any Sponsor Affiliates acknowledge that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. In the event that the County is required to disclose any Confidential Information obtained from the Company or any Sponsor Affiliates to any third party, the County agrees to provide the Company and such Sponsor Affiliates with as much advance notice as is reasonably possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company and such Sponsor Affiliates to obtain judicial or other relief from such disclosure requirement.

Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County (it being intended herein that any obligations of the County with respect to the Special Source Revenue Credits shall be payable only from FILOT payments received from or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

Each of the Company and any Sponsor Affiliates acknowledges that any mergers, reorganizations or consolidations of the Company and such Sponsor Affiliates may cause the Project to become ineligible for negotiated fees in lieu of taxes under the FILOT Act absent compliance by the Company and such Sponsor Affiliates with the Transfer Provisions; provided that, to the extent provided by Section 12-44-120 of the FILOT Act or any successor provision, any financing arrangements entered into by the Company or any Sponsor Affiliates with respect to the Project and any security interests granted by the Company or any Sponsor Affiliates in connection therewith shall not be construed as a transfer for purposes of the Transfer Provisions. Notwithstanding anything in this Fee Agreement to the contrary, it is not intended in this Fee Agreement that the County shall impose transfer restrictions with respect to the Company, any Sponsor Affiliates or the Project as are any more restrictive than the Transfer Provisions.

Section 5.06 Indemnification Covenants

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the Company or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the Term, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the Term from (i) entering into and performing its obligations under this Fee Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of the Company or any Sponsor Affiliate in the performance of any of its obligations under this Fee Agreement, (iv) any act of negligence of the Company or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees, (v) any act of negligence of any assignee or lessee of the Company or any Sponsor Affiliate, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company or any Sponsor Affiliate, or (vi) any environmental violation, condition, or effect with respect to the Project. The Company shall indemnify, defend and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld).

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County's relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

Notwithstanding anything in this Fee Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the Company or any Sponsor Affiliate, shall survive any termination of this Fee Agreement.

Section 5.07 Qualification in State

Each of the Company and any Sponsor Affiliates warrant that it is duly qualified to do business in the State, and covenants that it will continue to be so qualified so long as it operates any portion of the Project.

Section 5.08 No Liability of County's Personnel

All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and shall be binding upon any member of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any elected official, officer, agent, servants or employee of the County and no recourse shall be had against any member of the County Council or any elected official, officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the

Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

Subject to County consent when required under this Section, and at the expense of the Company or any Sponsor Affiliate, as the case may be, the County agrees to take such further action or execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or such Sponsor Affiliate under this Fee Agreement and/or any release of the Company or such Sponsor Affiliate pursuant to this Section.

Each of the Company and any Sponsor Affiliates acknowledges that such a transfer of an interest under this Fee Agreement or in the Project may cause all or part of the Project to become ineligible for the FILOT benefit afforded hereunder or result in penalties under the FILOT Act absent compliance by the Company and any Sponsor Affiliates with the Transfer Provisions.

Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the

County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same.

Section 5.11 Priority Lien Status

The County's right to receive FILOT payments hereunder shall have a first priority lien status pursuant to Sections 12-44-90(E) and (F) of the FILOT Act and Chapters 4, 49, 51, 53, and 54 of Title 12 of the Code.

Section 5.12 Interest; Penalties

In the event the Company or any Sponsor Affiliate should fail to make any of the payments to the County required under this Fee Agreement, then the item or installment so in default shall continue as an obligation of the Company or such Sponsor Affiliate until the Company or such Sponsor Affiliate shall have fully paid the amount, and the Company and any Sponsor Affiliates agree, as applicable, to pay the same with interest thereon at a rate, unless expressly provided otherwise herein and in the case of FILOT payments, of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT payments, at the rate for non-payment of *ad valorem* taxes under State law and subject to the penalties the law provides until payment.

Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to the terms of a written joinder agreement with the County and the Company, in form reasonably acceptable to the County. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act.

Section 5.14 No Short Term Rental

The Company covenants and agrees that no multi-family residential unit of the Project will be used as a Short Term Rental during the term of this Agreement.

[End of Article V]

DEFAULT

Section 6.01 Events of Default

The following shall be “Events of Default” under this Fee Agreement, and the term “Event of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company or any Sponsor Affiliate to make the FILOT Payments described in Section 4.01 hereof, or any other amounts payable to the County under this Fee Agreement when due, which failure shall not have been cured within thirty (30) days following receipt of written notice thereof from the County; provided, however, that the Company and any Sponsor Affiliates shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company or any Sponsor Affiliate hereunder which is deemed materially incorrect when deemed made; or

(c) Failure by the Company or any Sponsor Affiliate to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of thirty (30) days after written notice from the County to the Company and such Sponsor Affiliate specifying such failure and requesting that it be remedied, unless the Company or such Sponsor Affiliate shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company or such Sponsor Affiliate is diligently pursuing corrective action; or

(d) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of thirty (30) days after written notice from the Company to the County and any Sponsor Affiliates specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 6.02 Remedies Upon Default

(a) Whenever any Event of Default by the Company or any Sponsor Affiliate (the “*Defaulting Entity*”) shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions as to the Defaulting Entity, only:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder.

In no event shall the Company or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company's (together with any Sponsor Affiliates) failure to meet the Contract Minimum Investment Requirement other than as expressly set forth in this Fee Agreement.

In addition to all other remedies provided herein, the failure to make FILOT payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies that general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of *ad valorem* taxes to collect any FILOT payments due hereunder.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company and any Sponsor Affiliate may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement as to the acting party; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

Upon the occurrence of an Event of Default hereunder by the Company or any Sponsor Affiliate, should the County be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the County shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 6.04 No Waiver

No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

[End of Article VI]

MISCELLANEOUS

Section 7.01 Notices

Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

If to the Company:

Project Equinox

Attn: _____

With a copy to:

Haynsworth Sinkler Boyd P.A.

Attn: J. Philip Land, Jr.

One North Main Street

2nd Floor

Greenville, South Carolina 29601

pland@hsblawfirm.com

(does not constitute notice)

If to the County:

Anderson County
Attn: County Administrator
101 S. Main Street
Anderson, South Carolina 29624

With a copy to:

Anderson County Attorney
101 S. Main Street
Anderson, South Carolina 29624

Section 7.02 Binding Effect

This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and any Sponsor Affiliates, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 7.03 Counterparts

This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 7.04 Governing Law

This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 7.05 Headings

The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 7.06 Amendments

The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 7.07 Further Assurance

From time to time, and at the expense of the Company and any Sponsor Affiliates, the County agrees to execute and deliver to the Company and any such Sponsor Affiliates such additional instruments as the Company or such Sponsor Affiliates may reasonably request and as are authorized by law and reasonably within the purposes and scope of the FILOT Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 7.08 Invalidity; Change in Laws

In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the FILOT Act, to the extent not inconsistent with any of the explicit terms hereof.

Except as is set forth below, if any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company, any Sponsor Affiliates and the County with the respective benefits to each to be derived herefrom; [provided, however, that if it is determined that the Project cannot lawfully be included in a MCIP, or that it is unlawful for Special Source Revenue Credits to be provided in connection with the Project, whether as a result of a final and unappealable decision of the South Carolina Court of Appeals or the South Carolina Supreme Court or as a result of a change in or modification of the MCIP Act, the FILOT Act or any other provision of the Code or Constitution of the State (any such court decision or change or modification being a "Change in Law"), then this Fee Agreement shall terminate without further action of either party, and neither the County nor the City shall be obligated to provide any substitute form of financial incentive, tax incentive or any other alternative relief whatsoever to the Company or any Sponsor Affiliate. Further, any reformed Fee Agreement shall include the limitations of the County's liability set forth in Sections 4.02(h) and 5.04 of this Fee Agreement.]

In case a change in the FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.

Section 7.09 Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto (including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Fee Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 7.11 Waiver

Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 7.12 Business Day

In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

[End of Article VII]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the Chairman of County Council and the County Administrator and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____

Tommy Dunn, Chairman

Anderson County Council

Attest:

By: _____

Renee Watts, Clerk to Council

Anderson County, South Carolina

[Signature Page 1 to Fee in Lieu of Tax and Special Source Credit Agreement]

PROJECT EQUINOX,

a _____

By: _____

Name: _____

Its: _____

[Signature Page 2 to Fee in Lieu of Tax and Special Source Credit Agreement]

EXHIBIT A

LEGAL DESCRIPTION

[TO COME]

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "**Company**"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 2021 between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

(1) The total investment made by the Company and any Sponsor Affiliates in the Project during the calendar year ending December 31, 20__ was \$_____.

(2) The cumulative total investment made by the Company and any Sponsor Affiliates in the Project from the period beginning _____, 20__ (that is, the beginning date of the Investment Period) and ending December 31, 20__, is \$_____.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 20__.

Name: _____

Its: _____

EXHIBIT C

INFRASTRUCTURE INVESTMENT AND AFFORDABLE HOUSING CERTIFICATION

I _____, the _____ of _____ (the "**Company**"), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 2021 between Anderson County, South Carolina and the Company (the "**Fee Agreement**"), as follows:

(1) As of the date hereof, the aggregate amount of Special Source Revenue Credits previously received by the Company and any Sponsor Affiliates is \$_____.

(2) As of December 31, 20__, the aggregate amount of investment in costs of Infrastructure incurred by the Company and any Sponsor Affiliates during the Investment Period is not less than \$_____.

(3) Of the total amount set forth in (2) above, \$_____ pertains to the investment in personal property, including machinery and equipment, at the Project. The applicable personal property, and associated expenditures, are listed below:

Personal Property Description

Investment Amount

(4) Attached as Schedule 1 is a copy of a true and correct copy of the rent roll applicable to the Project for the year ending December 31, 20__ which indicates: (a) the number of Total Residential Units used in the calculation of the Affordable Housing Requirement with respect to the calendar year ended December 31, 20__ (the "Measurement Period"); (b) the number of residential units in the Project that have been continually leased to 30% Low Income Residents throughout the Measurement Period; (c) the number of residential units in the Project that have been continuously leased to 60% Low Income Residents throughout the Measurement Period; (d) the number of residential units in the Project that have been continuously reserved for rental by 30% Low Income Residents throughout the Measurement

Period; and (e) the number of residential units in the Project that have been continuously reserved for rental by 60% Low Income Residents throughout the Measurement Period.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 20__.

By: _____

Name: _____

Its: _____

ORDINANCE NO.: 2021-069

AN ORDINANCE TO APPROVE A REAL ESTATE SALES AGREEMENT FOR A PORTION OF THE FORMER EQUINOX MILL SITE; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County, South Carolina (the “County”), acting by and through its County Council is authorized under Title 4 of the Code of Laws of South Carolina, as amended, to leave, sell or otherwise dispose of real and personal property;

WHEREAS, Anderson County owns the real property which previously was the Equinox Mill Site;

WHEREAS, Anderson County desires to sell a portion of the real property which was the former Equinox Mill site in conjunction with an economic development project involving a company or companies identified presently as Project Equinox; and

WHEREAS, representatives of Anderson County and the Company have negotiated economic development incentives and the purchase price of the real property which is a portion of the Equinox Mill Site.

NOW THEREFORE, be it ordained by the Anderson County Council in meeting duly assembled that:

1. The Anderson County Council hereby approves the sale of a portion of the real property which was the former Equinox Mill Site to a company or companies in conjunction with the economic development project identified presently as Project Equinox. The terms of the real estate transaction are set forth in a Real Estate Sales Agreement attached hereto as Exhibit I. The Chairman of County Council and the County Administrator are hereby authorized, empowered, and directed to execute, acknowledge, and deliver all documents in the name and on behalf of the County to carry out the transactions contemplated by this Ordinance, including without limitation

deeds, affidavits, settlement statements, and other such documents necessary and appropriate to the sale of the real property.

2. All Ordinances, Orders, Resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by a court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

This Ordinance shall take effect and be in full force upon the Third Reading and enactment by Anderson County Council.

ORDAINED in meeting duly assembled this ____ day of _____, 2021.

ATTEST:

FOR ANDERSON COUNTY

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney

First Reading: October 19, 2021
Second Reading: November 16, 2021
Third Reading: December 7, 2021
Public Hearing: November 16, 2021

REAL ESTATE SALES AGREEMENT

THIS REAL ESTATE SALES AGREEMENT ("Agreement") is entered into this ____ day of _____ (the "Effective Date"), by and between **ANDERSON COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina ("Seller"), and **M. PETERS GROUP, LLC**, a South Carolina limited liability company ("Buyer").

W I T N E S S E T H:

WHEREAS, Seller is the owner of the Property (as defined herein); and

WHEREAS, Seller desires to sell the Property and Buyer desires to purchase the Property from Seller.

NOW THEREFORE in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Property.** Seller agrees to sell, and Buyer agrees to purchase that certain property located in Anderson County, South Carolina, as more particularly identified on **Exhibit "A"** attached hereto and incorporated herein by reference (the "Land"), together with any and all buildings, structures, improvements, fixtures and other items of real property of any nature, if any, located on the Land (said buildings, structures, improvements, fixtures and other items of real property collectively referred to as the "Improvements"), all entitlements, rights, privileges, and easements appurtenant thereto (the "Appurtenant Rights"), and all personal property contained within the Improvements and on the Land (the "Personal Property", collectively, the "Property").

2. **Purchase Price and Earnest Money.**

a. The Purchase Price of the Property shall be Eighty Three Thousand and No/100 Dollars (\$83,000.00) (the "Purchase Price"). At Closing, the Purchase Price, as adjusted to reflect any prorations and credits as provided herein, shall be paid to Seller by wire transfer or any other form of collected funds acceptable to Seller.

b. Within two (2) business days of the Effective Date, Buyer shall deposit with Wyche, P.A. (the "Escrow Agent") the amount of Five Thousand and No/100 Dollars (\$5,000.00) (the "Earnest Money"). The Earnest Money shall be applicable to the Purchase Price at Closing, or otherwise paid or returned as set forth herein.

3. **Title.**

a. Seller warrants that Seller has good, marketable, indefeasible, and insurable title to the Property and, at Closing, Seller shall convey Seller's entire fee simple absolute title in and to the Property to Buyer by limited warranty deed (the "Deed"). The form of the Deed to be executed

and delivered by Seller at Closing is attached hereto as **Exhibit "B"** and by this reference made a part hereof. At Buyer's request, Seller shall also execute a quitclaim deed for the Property based on the legal description set forth on a new survey of the Property obtained by Buyer.

b. Buyer shall have until the expiration of the Inspection Period (as defined herein), to examine title to the Property and to furnish Seller with a written statement of objections to title, if any. Buyer shall have the continuing right until Closing to update Buyer's title examination to ascertain whether or not Seller shall have created any liens or other encumbrances upon the Property subsequent to Seller's acquisition of title thereto and to furnish Seller with a written statement of objections to any such matters created by Seller.

c. Seller, at Seller's sole option, shall have until the Closing Date (as defined herein) in which to cure or satisfy any objections to title, whether said objection was created or imposed prior to Seller's acquisition of fee title to the Property or created by Seller after Seller's acquisition of fee title to the Property. In no case shall Seller be obligated to cure any objection to title caused by Buyer. Notwithstanding the foregoing, all deeds to secure debt, mortgages, judgments, liens, and other encumbrances which are dischargeable by the payment of money ("Monetary Encumbrances") shall be satisfied at Closing out of Seller's proceeds (or otherwise discharged by means acceptable to Buyer's Title Company (as defined below)). In the event Seller is unable or unwilling to cure or satisfy, at or prior to Closing, any objection to title (other than Monetary Encumbrances, which shall be satisfied or otherwise discharged at Closing), then at the option of Buyer, Buyer may either: (1) waive any such objection and proceed with Closing without any reduction in the Purchase Price; or (2) terminate this Agreement upon written notice to Seller, whereupon the Earnest Money shall be returned to Buyer and this Agreement, apart from the indemnities set forth in the paragraphs titled "Broker and Broker's Commission" and "Inspection", shall become null and void and of no further force or effect whatsoever.

4. **Condemnation.** Seller represents that there is no condemnation or eminent domain proceeding affecting the Property or any portion thereof currently pending nor, to Seller's knowledge, is any such proceeding threatened, and Seller has not entered into any agreement to provide a deed for any part of the Property in lieu thereof. Should more than ten percent (10%) of the gross acreage of the Property (or any lesser amount of the Property reasonably necessary for access to the remainder of the Property) be condemned before Closing, then Buyer may elect (A) to terminate this Agreement, whereupon the Earnest Money shall be returned to Buyer and this Agreement, apart from the indemnities set forth herein, shall become null and void and of no further force or effect whatsoever, or (B) to proceed with Closing and receive the award for such condemnation (net of Seller's reasonable costs, including without limitation reasonable attorneys' fees actually incurred in the pursuit of such award). Buyer shall exercise said election within ten (10) days after Buyer has been notified in writing by Seller of the commencement of the condemnation proceeding. Should ten percent (10%) or less of the gross acreage of the Property (unless such portion of the Property is reasonably necessary for access to the remainder of the Property) be condemned before Closing, Buyer shall not have the right to terminate this Agreement, but Buyer shall receive the award for such condemnation (net of Seller's reasonable costs, including without limitation reasonable attorneys' fees actually incurred in the pursuit of such award). Seller shall not be obligated to defend against any condemnation proceeding; provided, however, Buyer shall have the right to appear in any condemnation proceeding or to

otherwise negotiate any condemnation award or payment for deed in lieu of condemnation with the applicable governing authorities to protect Buyer's interest in the Property arising out of this Agreement. In connection therewith, Seller agrees to notify Buyer in writing promptly upon receiving any notice or written threat of condemnation.

5. Inspection/Contingency.

a. During the period of one hundred eighty (180) days following the Effective Date (the "Inspection Period"), Seller agrees, upon not less than twenty-four (24) hours prior notice to Seller, to permit Buyer and Buyer's agents and independent contractors to enter upon and have reasonable access to the Property during Seller's normal business hours, for purposes of inspecting, testing, surveying, and examining the Property. If Buyer determines in Buyer's sole discretion that the Property is not satisfactory to Buyer for acquisition, then Buyer may terminate this Agreement by written notice to Seller prior to the expiration of the Inspection Period, whereupon the Earnest Money shall be returned to Buyer and this Agreement, apart from the indemnities set forth herein, shall become null and void and of no further force or effect whatsoever. In addition, if Buyer determines that the Property is not satisfactory for acquisition, the Property shall be restored by Buyer to a neat, clean condition which shall be substantially the same as the condition of the Property prior to Buyer's inspection of same.

b. Buyer shall release, waive, relinquish, and discharge Seller from responsibility or liability for any and all loss, claim, damage or injury to person or property resulting from or arising in any way out of the exercise of Buyer's rights under this paragraph, except to the extent caused by Seller's gross negligence. Buyer shall be liable for the acts and omissions of its employees, officers, agents, and designees, to the extent permitted under the South Carolina Tort Claims Act (S.C. Code Ann. Section 15-78-10 et seq.) Nothing in this Agreement, however, shall be construed as an express or implied waiver by Buyer of any applicable governmental or sovereign immunity, as an express or implied acceptance by Buyer of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of any liabilities allowable under applicable state law, as a pledge of the full faith and credit of any state, or as the assumption by Buyer of a debt, contract or liability in violation of applicable law. Buyer shall keep confidential and not disclose to any third party the results of any study or investigation performed under this Section except (i) disclosure required by law, court order or subpoena. , (ii) information that becomes generally available to the public other than as a result of a disclosure in violation of this Agreement, or (iii) disclosure to Buyer's officers, managers, employees, advisors, consultants, attorneys, accountants, and lenders (collectively, the "Buyer Transaction Parties"), so long as any Buyer Transaction Parties to whom disclosure is made shall also agree to keep all such information confidential in accordance with the terms hereof. Notwithstanding any provision of this Agreement to the contrary, the obligations of Buyer under this paragraph shall survive the termination of this Agreement.

6. Costs and Prorations.

a. Ad valorem property taxes assessed against the Property for the year in which Closing occurs and any other assessments shall be prorated as of the day of Closing. In the event the current year's taxes or other applicable assessments have not been finally determined at the

time of Closing, the proration shall be based upon the previous year's taxes or assessments. No adjustments or payments will be made by Seller post-Closing.

b. Buyer shall pay the costs of Buyer's inspections, surveys, title examinations, title insurance, and recording the Deed. Each party shall pay its own attorneys' fees.

c. Any recording fees and deed stamps shall be paid by seller.

d. As of the Closing Date, all utilities, and any contracts for security at the Property shall be canceled by Seller and reestablished by Buyer in Buyer's name, and all licenses and permits affecting the Property shall be canceled by Seller or transferred by Seller to Buyer's name.

7. Closing Date and Closing Documents. The consummation of the transaction contemplated by this Agreement ("Closing") shall take place at the office of Buyer's attorney on or before the sixtieth (60th) day following the expiration of the Inspection Period, or on such earlier date agreed to by Buyer and Seller (the "Closing Date"). Notwithstanding the foregoing, Purchaser shall have the right to extend the Closing Date for an additional sixty (60) days upon written notice to Seller and the deposit of an additional Five Thousand and No/100 Dollars (\$5,000.00) (the "Additional Earnest Money") with Escrow Agent prior to the originally scheduled Closing Date. The Additional Earnest Money shall be held, applied, paid, or returned in all instances as the Earnest Money is held, applied, paid, or returned under this Agreement.

a. At Closing, Seller shall execute and deliver or cause to be delivered to Buyer the following: (1) an executed closing statement drafted by Buyer's attorney setting forth the allocation of closing costs, purchase proceeds, prorations, adjustments, and other matters as set forth herein, in a form mutually agreed upon by Buyer and Seller (the "Closing Statement"); (2) the Deed; (3) a quitclaim deed based on a new survey, if requested by Buyer; (4) the bill of sale for any Personal Property; (5) evidence of Seller's authority to consummate the transactions contemplated by this Agreement; and (6) all other documents reasonably required by Buyer, its counsel or the title insurance company of Buyer's choice (the "Title Company") in order to complete the transactions contemplated by this Agreement and to perfect the conveyance, transfer and assignment of the Property to Buyer and issue the owner's title insurance policy covering the Land and Improvements to Buyer in accordance with the terms and conditions of this Agreement.

b. At Closing, Buyer shall execute and deliver or cause to be delivered to Seller the following: (1) an executed counterpart of the Closing Statement; (2) such authorizing documents as shall be reasonably required to evidence Buyer's authority to consummate the transactions contemplated by this Agreement; and (3) all other documents reasonably required by Seller, its counsel or the Title Company in order to consummate the transactions contemplated by this Agreement and to perfect the conveyance, transfer and assignment of the Property to Buyer and issue the owner's title insurance policy covering the Land and Improvements to Buyer in accordance with the terms and conditions of this Agreement.

8. Mail-Away Closing. Unless Seller notifies Buyer otherwise at least two (2) business days prior to the Closing Date, the Closing shall take place via a mail-away arrangement. Closing shall be coordinated through Buyer's attorney by utilization of express courier service (e.g., Federal Express), in accordance with generally accepted practices of title insurance companies in

commercial real estate closings. Anything herein to the contrary notwithstanding, payment of the Purchase Price shall be made by wire transfer and delivery of the Deed shall occur by express courier deliveries.

9. **Notices.** It is agreed that any notices or deliveries which may be permitted or required under this Agreement shall be in writing and shall be deemed to have been duly given as of: (a) the first business day after deposit with a nationally recognized overnight courier, or (b) three days after the same are deposited in the United States mail, Certified Mail, Return Receipt Requested, postage and charges pre-paid, and addressed to the intended recipient at the address of such party set forth below, or such other addresses as the parties hereto shall from time to time designate to the other parties by notice in writing as herein provided.

If to Buyer: M. Peters Group, LLC
507 North Main Street
Fountain Inn, SC 29644
Attn: Mark Peters, Manager

If to Seller: Anderson County
101 South Main Street
Anderson, SC 29624
ATTN: Rusty Burns
County Administrator

10. **Possession.** Possession shall be given to Buyer at Closing, subject only to the Permitted Encumbrances (as that term is defined in the Deed).

11. **Default and Remedies.**

a. If Buyer fails or refuses to perform Buyer's obligations under this Agreement, then Seller shall have the right to terminate this Agreement upon written notice to Buyer, in which event this Agreement, apart from the provisions of the paragraphs titled "Broker and Broker's Commission" and "Inspection", shall thereupon be void and of no further force or effect, and Seller may retain the Earnest Money. It is hereby agreed that Seller's damages will be difficult to ascertain and that the Earnest Money constitutes a reasonable liquidation thereof and are intended not as a penalty, but as fully liquidated damages.

b. If Seller fails or refuses to convey the Property in accordance with the terms of this Agreement, or otherwise to perform Seller's obligations under this Agreement, then at Buyer's option: (i) Buyer may terminate this Agreement by written notice to Seller, whereupon the Earnest Money shall be immediately returned to Buyer, and the parties hereto shall have no further rights or obligations hereunder whatsoever, apart from the provisions of the paragraphs titled "Broker and Broker's Commission" and "Inspection", or (ii) Buyer may pursue against Seller an action for specific performance (with the costs and expenses of any such action being borne exclusively by Seller if Buyer obtains judgment for specific performance, such amount to be deducted from the Purchase Price). This provision shall survive termination of this Agreement

c. The obligations set forth in the paragraph titled "Inspection" shall not be limited by the foregoing sub-paragraphs a. and b. of this paragraph. Claims upon the foregoing obligations shall be separate and independent from other claims under this Agreement and may be prosecuted without limitation or impairment by the operation of the foregoing sub-paragraphs a. and b.

d. The provisions of this Section 11 shall survive termination of this Agreement.

12. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, administrators, executors, and assigns.

13. **Time of Essence.** Time is of the essence of this Agreement.

14. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and may not be amended except by written instrument executed by Buyer and Seller.

15. **Captions for Convenience.** The paragraph headings or captions are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.

16. **Applicable Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. By executing this Agreement, the Parties agree that any dispute shall be resolved in a non-jury proceeding in the Court of Common Pleas of Anderson County, South Carolina. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY.

17. **Counterpart Execution.** This Agreement may be executed in separate or multiple counterparts and shall be deemed fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties and each counterpart shall be deemed an original.

18. **Assignment.** Except as set forth below, the rights of Buyer under this Agreement may not be assigned to any other party whatsoever, without the express written consent of Seller, which consent may be given, withheld, delayed, or conditioned in Seller's sole discretion. Notwithstanding the foregoing, Buyer shall have the right to assign this Agreement to an affiliate formed as a single purpose entity to take title to the Property.

19. **Authority.** Each of the parties hereto warrants and represents to the other parties hereto that it has the full power and authority under its governing documents to enter into this Agreement and performs its obligations hereunder, and that all consents, approvals, and authorizations which are required under its governing documents to enter into this Agreement and perform its obligations hereunder have been duly issued or obtained.

20. **Condition of Property.** Notwithstanding anything contained in this Agreement to the contrary:

a. Buyer acknowledges that Buyer has had and will have prior to the expiration of the Inspection Period under this Agreement, full and adequate right and opportunity to inspect and review the Property. The waiver of Buyer's right to terminate this Agreement prior to the expiration of the Inspection Period and Buyer's completion of the Closing shall each constitute conclusive evidence that Buyer is satisfied with the condition of the Property and title to the Property. If Buyer elects to proceed with Closing, Buyer shall exclusively rely upon Buyer's own inspections and reviews, and not upon any representation or warranty of Seller, or Seller's agents or employees.

b. Except as to the representations, warranties and covenants set forth herein, Buyer understands and agrees (i) that Seller has made no representation, warranty or guaranty, express or implied, oral or written, regarding the Property, (ii) that Seller is not obligated to alter, repair or improve the Property in any manner, and (iii) to accept the Property in its "AS-IS, WHERE-IS AND WITH ALL FAULTS" condition, with all present and future faults or defects, and without any representation or warranty of Seller.

21. Seller's Representations and Covenants. Seller represents and covenants to Buyer as follows:

(a) Compliance with Law. Seller has not received any written notice from any governmental authority alleging that the Property, or any portion thereof, is not in compliance with all applicable laws, ordinances, rules, regulations, and requirements of all governmental authorities having jurisdiction thereof, including, without limitation, those pertaining to zoning, subdivision, environmental matters, building, housing, safety, fire and health.

(b) No Basis for Materialmen's Liens. All contractors, subcontractors, and other persons or entities furnishing work, labor, materials, or supplies by or at the instance of Seller for the Property have been paid in full and there are no claims against the Property or Seller in connection therewith.

(c) No Litigation or Proceedings. There is no litigation, action, suit, proceeding, or investigation pending, or to Seller's knowledge threatened, before any agency, court or other governmental authority which relates to the ownership, maintenance, or operation of the Property, and Seller does not know or have reasonable grounds to know of any basis for any such action.

(d) No Defaults. Seller has not received notice of any default or breach by Seller under any agreements, contracts, loans, covenants, conditions, restrictions, rights-of-way, easements, mortgages, or liens which may affect the Property or any portion thereof.

(e) No Other Agreements. There are no agreements or instruments in force and effect, oral or written, that grant to any third party any right, title, interest, or benefit in or to all or any part of the Property, including any rights to acquire all or any part of the Property or any rights relating to the use, operation, management, maintenance or repair of all or any part of the Property.

(f) Conduct of Seller Prior to Closing. All of the representations of Seller contained herein shall be true and correct in all material respects as of the date hereof and as of the Closing Date. Seller agrees to promptly notify Buyer in writing (and in any event prior to Closing) of any event, condition or change of circumstance occurring prior to Closing which causes any of Seller's representations to be untrue in any material respect. Provided Seller did not knowingly cause such

event, condition or change in circumstance, and Seller provides the notice required in the immediately preceding sentence, Buyer's remedy shall be limited to the right to terminate this Agreement and receive the Earnest Money.

22. **Broker and Broker's Commission.** Seller and Buyer represent and warrant to each other that neither has dealt with any brokers, and no brokerage fees or real estate commissions are or shall be due or owing in connection with this transaction or the Property to any persons claiming through Seller or Buyer, respectively. Each of Seller and Buyer agrees to defend, indemnify, and hold harmless the other party from any claims, costs, judgments, or liabilities of any kind advanced by persons claiming real estate brokerage fees or commissions through Seller or Buyer, respectively. The indemnities set forth in this Section shall survive Closing or any earlier termination of this Agreement.

23. **Schedules and Exhibits.** Each and every schedule and exhibit attached to this Agreement is hereby incorporated by reference.

24. **Effective Date.** As used herein, the term "Effective Date" shall mean the later of the dates that this Agreement is signed by Seller or Buyer, as the case may be.

No Further Text This Page

Counterpart Signature Page
to
REAL ESTATE SALES AGREEMENT
between
Anderson County, South Carolina, as Seller
and
M. Peters Group, LLC, as Buyer

IN WITNESS WHEREOF, the undersigned has executed and delivered this Agreement
as of the Effective Date.

SELLER:

Anderson County South Carolina

By: _____

Its: _____

Dated: _____,

Counterpart Signature Page
to
REAL ESTATE SALES AGREEMENT
between
Anderson County, South Carolina, as Seller
and
M. Peters Group, LLC, as Buyer

IN WITNESS WHEREOF, the undersigned has executed and delivered this Agreement
as of the Effective Date.

BUYER:

M. PETERS GROUP, LLC,
a South Carolina limited liability
company

By: _____

Its: _____

Dated: _____,

SCHEDULES OF EXHIBITS

A – Legal Description

B – Form of Deed

EXHIBIT "A"
LEGAL DESCRIPTION

Anderson County TMS Nos:

- 1) 1231102014
- 2) 1231103002
- 3) 1231102028
- 4) 1231209001
- 5) 1231102015
- 6) 1231205003

**EXHIBIT “B”
FORM OF DEED**

[see attached]

GRANTEE'S ADDRESS FOR REAL ESTATE TAX NOTICE PURPOSES:

STATE OF SOUTH CAROLINA)	
)	TITLE TO REAL ESTATE
COUNTY OF ANDERSON)	LIMITED WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **ANDERSON COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (hereinafter, "Grantor"), for and in consideration of Eighty Three Thousand and No/100 Dollars (\$83,000.00), in hand paid by _____, a _____ (hereinafter, "Grantee"), the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release, unto Grantee, its successors and assigns forever, the following described real estate, together with improvements thereon:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE (hereinafter, the "Premises").

THIS CONVEYANCE IS MADE SUBJECT TO: those matters described on EXHIBIT B attached hereto and incorporated herein by this reference (collectively, the "Permitted Exceptions").

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the Premises belonging or in anywise incident or appertaining;

TO HAVE AND TO HOLD all and singular the Premises unto Grantee, its successors and assigns, forever;

AND GRANTOR DOES hereby bind itself, and its successors and assigns to warrant and forever defend, all and singular the Premises unto Grantee, its successors and assigns, against Grantor and its successors and assigns and against all persons lawfully claiming or to claim the same, or any part thereof, by, under or through Grantor and no others.

Signature Page Follows

IN WITNESS WHEREOF, the Grantor has executed this instrument as of the ____ day of _____, 20__.

SIGNED, sealed and delivered
in the presence of:

ANDERSON COUNTY, a body politic and
corporate and a political subdivision of the
State of South Carolina

First Witness

By: _____ (L.S.)

Name: _____

Second Witness

Its: _____

ANDERSON COUNTY, SOUTH CAROLINA, a body politic and
corporate and a political subdivision of the State of South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

ACKNOWLEDGEMENT

I, _____, a Notary Public for the State of South Carolina, do hereby
certify that _____, in his/her capacity as _____ of Anderson County, a
body politic and corporate and a political subdivision of the State of South Carolina, personally
appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and (where an official seal is required by law) official seal this the ____ day of
_____, 20__.

_____[SEAL]

Notary Public for the State of South Carolina

My commission expires: _____

(Affix Seal)

Print Name: _____

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

PERMITTED EXCEPTIONS

[Schedule B-II Exceptions from final Title Commitment/proforma Title Policy]

Ordinance #2021-065

An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 29.01 acres from C-1 (Commercial District) to R-M1 (Mixed Residential District) on a parcel of land, identified as 29.01 acres on Highway 81 N in the Hopewell Precinct shown in Deed Book 11963 page 00015. The parcel is further identified as TMS #145-00-06-001.

Whereas, Anderson County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), acting by and through its County Council (the "County Council") has previously adopted Anderson County Ordinance #99-004, the Anderson County Zoning Ordinance (the "Ordinance"), which Ordinance contains the Anderson County Official Zoning Map (the "Map"); and,

Whereas, the Ordinance contains provisions providing for the amendment of the Map; and,

Whereas, County Council desires to amend the Map by adopting a zoning map amendment from C-1 to R-M1 for +/- 29.01 acres of TMS #145-00-06-001 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on October 12, 2021, during which it reviewed the proposed rezoning from C-1 to R-M1 for +/- 29.01 acres of TMS #145-00-06-001 described above; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on November 16, 2021, regarding said amendment of the Anderson County Official Zoning Map:

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NOW, THEREFORE, be it ordained by Anderson County Council, in meeting duly assembled, that:

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 to rezone from C-1 to R-M1 for +/- 29.01 acres of TMS #145-00-06-001 described above.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

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ATTEST: Ordinance 202X-XXX

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Anderson County Attorney

1 st Reading:	November 2, 2021
2 nd Reading:	November 16, 2021
3 rd Reading:	December 7, 2021
Public Hearing:	November 16, 2021

ANDERSON COUNTY
ORDINANCE NO. 2021-067

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA (THE “COUNTY”) AND A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT STINGRAY, ACTING FOR ITSELF, ONE OR MORE AFFILIATES, AND/OR OTHER PROJECT SPONSORS (THE “COMPANY”), PURSUANT TO WHICH THE COUNTY SHALL COVENANT TO ACCEPT CERTAIN NEGOTIATED FEES IN LIEU OF AD VALOREM TAXES WITH RESPECT TO THE EXPANSION OF CERTAIN FACILITIES IN THE COUNTY (COLLECTIVELY, THE “EXPANSION PROJECT”); (2) THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK TO BE MADE AVAILABLE TO THE COMPANY AND THE EXPANSION PROJECT AND THE DISTRIBUTION OF REVENUES GENERATED FROM THE EXPANSION PROJECT WITHIN THE COUNTY; (3) CERTAIN SPECIAL SOURCE REVENUE CREDITS IN CONNECTION WITH THE EXPANSION PROJECT; AND (4) OTHER MATTERS RELATING THERETO.

WHEREAS, Anderson County, South Carolina (the “County”), acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 12, Chapter 44 of the Code (the “Negotiated FILOT Act”), and Title 4, Chapter 1 of the Code (the “Multi-County Park Act”, or, as to Section 4-1-175 thereof, and by incorporation Section 4-29-68 of the Code, the “Special Source Act”) (collectively, the “Act”) and by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; (iii) to permit investors to claim special source revenue credits against their FILOT payments (“Special Source Credits”) to pay certain costs of infrastructure serving the County or improved or unimproved real property and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County (“Special Source Improvements”); and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business

park in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits; and

WHEREAS, a company identified for the time being as Project Stingray, acting for itself, one or more affiliates, and/or other project sponsors (collectively, the “Company”), proposes to expand certain facilities at one or more locations in the County (the “Expansion Project”),

WHEREAS, the Company anticipates that, should its plans proceed as expected, it will invest, or cause to be invested, at least \$8,000,000, in the aggregate, in the Expansion Project; and

WHEREAS, on the basis of the information supplied to it by the Company, the County has determined, *inter alia*, that the Expansion Project would subserve the purposes of the Act and has made certain findings pertaining thereto in accordance with the Act; and

WHEREAS, in accordance with such findings and determinations and in order to induce the Company to locate the Expansion Project in the County, the Council adopted Resolution 2021-050 on October 19, 2021 (the “Inducement Resolution”), whereby the County agreed to provide the benefits of a negotiated FILOT, Special Source Credits, and a multi-county industrial or business park with respect to the Expansion Project; and

WHEREAS, the County and the Company have agreed to the specific terms and conditions of such arrangements as set forth herein and in a Fee in Lieu of Tax and Incentive Agreement by and between the County and the Company with respect to the Expansion Project (the “Incentive Agreement”), the form of which Incentive Agreement is presented to this meeting, and which Incentive Agreement is to be dated as of _____, 2021, or such other date as the parties thereto may agree; and

WHEREAS, it appears that the Incentive Agreement now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by the Council, as follows:

Section 1. As contemplated by Section 12-44-40(I) of the Negotiated FILOT Act, the findings and determinations set forth in the Inducement Resolution are hereby ratified and confirmed. In the event of any disparity or ambiguity between the terms and provisions of the Inducement Resolution and the terms and provisions of this Ordinance and the Incentive Agreement, the terms and provisions of this Ordinance and the Incentive Agreement shall control. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Incentive Agreement. Additionally, based on information provided to the County by the

Company with respect to the Expansion Project, the County makes the following findings and determinations:

- (a) The Expansion Project will constitute a “project” within the meaning of the Negotiated FILOT Act; and
- (b) The Expansion Project, and the County’s actions herein, will subserve the purposes of the Negotiated FILOT Act; and
- (c) The Expansion Project is anticipated to benefit the general public welfare of the State and the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; and
- (d) The Expansion Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power; and
- (e) The purposes to be accomplished by the Expansion Project are proper governmental and public purposes; and
- (f) The benefits of the Expansion Project are greater than the costs.

Section 2.

(a) The County hereby agrees to enter into the Incentive Agreement with the Company, which agreement shall be in the form of a fee agreement, pursuant to the Negotiated FILOT Act, and whereby the Company will agree to satisfy, or cause to be satisfied, certain investment requirements with respect to the Expansion Project within certain prescribed time periods in accordance with the Negotiated FILOT Act and the County, under certain conditions set forth in the Incentive Agreement, will agree to accept certain negotiated fee in lieu of *ad valorem* tax (“Negotiated FILOT”) payments with respect to the Expansion Project, as set forth in Section 2(b) hereof and in accordance with the terms of the Incentive Agreement.

(b)

(i) The Negotiated FILOT shall be determined using: (1) an assessment ratio of 6%, (2) the lowest millage rate or millage rates allowed with respect to the Expansion Project pursuant to Section 12-44-50(A)(1)(d) of the Negotiated FILOT Act, which millage rate or millage rates shall be fixed pursuant to Section 12-44-50(A)(1)(b)(i) of the Negotiated FILOT Act for the full term of the Negotiated FILOT, and which millage rate the parties believe to be 347.8 mills; (3) the fair market value of the Expansion Project, determined in accordance with the Negotiated FILOT Act; and (4) and such other terms and conditions as will be specified in the Incentive Agreement, including, without limitation, that the Company, in its sole discretion, may dispose of property and replace property subject to Negotiated FILOT payments to the maximum extent permitted by the Negotiated FILOT Act.

(ii) The Negotiated FILOT shall be calculated as provided in this Section 2(b) for all Negotiated FILOT Property placed in service during the Investment Period. For each annual increment of investment in Negotiated FILOT Property, the annual Negotiated FILOT payments shall be payable for a payment period of thirty (30) years. Accordingly, if such Negotiated FILOT Property is placed in service during more than one year, each year's investment during the Investment Period shall be subject to the Negotiated FILOT for a payment period of thirty (30) years, up to an aggregate of thirty-five (35) years, or, if the Investment Period is extended as set forth in the Incentive Agreement, up to an aggregate of forty (40) years.

Section 3.

(a) The County will use its best efforts to ensure that the Expansion Project will be included, if not already included, and will remain, within the boundaries of a multi-county industrial or business park (the "Multi-County Park") pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution on terms which provide the Company and the Expansion Project with any additional benefits afforded by the laws of the State for projects located within multi-county industrial or business parks, and which facilitate the County's provision, and the Company's receipt, of the Special Source Credits described herein, all in accordance with the terms of the Incentive Agreement.

(b) Revenues generated for the Multi-County Park from the Expansion Project through Negotiated FILOT payments to be retained by Anderson County ("Net Park Fees") under the agreement governing the Multi-County Park shall be distributed within Anderson County in accordance with this subsection:

(1) 15% of Net Park Fees shall be deposited to Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby;

(2) 35% of Net Park Fees, and any surplus money under Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund of Anderson County; and

(3) Remaining Net Park Fees shall be disbursed to each of the taxing entities in Anderson County which levy an old ad valorem property tax in any of the areas comprising the Anderson county portion of the Multi-County Park in the same percentage as is equal to that taxing entity's percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

Section 4.

(a) As an additional incentive to induce the Company to locate the Expansion Project in the County, and as reimbursement for investment in Special Source Improvements, and subject to the requirements of the Special Source Act, the County hereby agrees that the Company shall be entitled to receive, and the County shall provide,

Special Source Credits against each Negotiated FILOT payment due from the Company with respect to the Expansion Project for a period of fifteen (15) consecutive tax years, commencing with the tax year for which the initial Negotiated FILOT payment is due with respect to the Expansion Project, in an amount equal to forty percent (40%) of each such Negotiated FILOT payment.

(b) In accordance with the Special Source Act, the Special Source Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded from time to time by the Company in connection with the Expansion Project.

Section 5.

Section 6. The form, provisions, terms, and conditions of the Incentive Agreement presented to this meeting and filed with the Clerk to the Council are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Incentive Agreement was set out in this Ordinance in its entirety. The Chairman of the Council is hereby authorized, empowered, and directed to execute the Incentive Agreement in the name and on behalf of the County; the Clerk to the Council is hereby authorized, empowered and directed to attest the same; and the Chairman of the Council is further authorized, empowered, and directed to deliver the Incentive Agreement to the Company. The Incentive Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the official or officials of the County executing the same, upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Incentive Agreement now before this meeting.

Section 7. The Chairman of the Council, the County Administrator of the County, and the Clerk to the Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to Incentive Agreement.

Section 8. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 9. All orders, ordinances, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force from and after its passage and approval.

[End of Ordinance]

Enacted and approved, in meeting duly assembled, this __ day of _____, 2021.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____

Tommy Dunn, Chairman of County Council

Anderson County, South Carolina

[SEAL]

ATTEST:

Renee Watts, Clerk to County Council

Anderson County, South Carolina

APPROVED AS TO FORM:

Leon Harmon, County Attorney

Anderson County, South Carolina

First Reading: October 19, 2021

Second Reading: November 16, 2021

Public Hearing: _____, 2021

Third Reading: _____, 2021

DRAFT 11/11/2021

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

by and between

ANDERSON COUNTY, SOUTH CAROLINA

and

PROJECT STINGRAY

Dated as of _____, 2021

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FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (this “Agreement”) dated to be effective as of [_____], 2021, by and between ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), and a company identified for the time being as PROJECT STINGRAY, acting for itself, one or more affiliates, and/or other project sponsors (collectively, the “Company”).

W I T N E S S E T H:

WHEREAS, the County, acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 12, Chapter 44 of the Code (the “Negotiated FILOT Act”) and Title 4, Chapter 1 of the Code (the “Multi-County Park Act”, or, as to Section 4-1-175 thereof, and by incorporation Section 4-29-68 of the Code, the “Special Source Act”) (collectively, the “Act”) and by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; (iii) to permit investors to claim special source revenue credits against their FILOT payments to pay certain costs of infrastructure serving the County or improved or unimproved real property and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County; and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of special source revenue credits; and

WHEREAS, the Company proposes to expand certain facilities at one or more locations in the County (the “Expansion Project”), and anticipates that, should its plans proceed as expected, it will invest, or cause to be invested, in the aggregate, at least \$8,000,000 in the Expansion Project by the end of the Compliance Period (as defined herein), as set forth in greater detail herein; and

WHEREAS, the County has determined that the Expansion Project will subserve the purposes of the Act and has made certain findings pertaining thereto in accordance with the Act; and

WHEREAS, in accordance with such findings and determinations and in order to induce the Company to locate the Expansion Project in the County, the Council adopted a Resolution on October 19, 2021 (the “Inducement Resolution”), whereby the County agreed to provide the benefits of a negotiated FILOT, special source revenue credits, and a multi-county industrial or business park with respect to the Expansion Project, the terms of all of which are set forth in greater detail in this Agreement; and

WHEREAS, the County has determined that it is in the best interests of the County to enter into this Agreement with the Company, subject to the terms and conditions set forth herein, and, by Ordinance No. 2021-067 enacted by the Council on [_____], 2021, approved the form, terms and conditions of this Agreement and ratified all prior actions taken with respect to the Expansion Project.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, the above recitals which are incorporated herein by reference, the potential investment to be made, or caused to be made, by the Company which contribute to the tax base and the economic welfare of the County, the respective representations and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

ARTICLE II

DEFINITIONS

Section 10. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

“*Act*” shall mean, collectively, the Negotiated FILOT Act and the Multi-County Park Act, including, without limitation, the Special Source Act.

“*Administration Expenses*” shall mean the reasonable and necessary expenses incurred by the County in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions, including reasonable attorney’s fees, but excluding any expenses incurred by the County in defending either challenges to the incentives provided herein by third parties or suits brought by the Company or any other Sponsor or Sponsor Affiliate under **Section 8.04** hereof; provided, however, that no such expense shall be considered an Administration Expense unless the Company, or other Sponsor or Sponsor Affiliate, required to pay such expense hereunder is provided an itemized statement of all such expenses incurred and provided, further, that nothing herein shall be construed as prohibiting the County from engaging the counsel of its choice for matters deemed necessary and prudent by the County.

“Affiliate” shall mean any corporation, limited liability company, partnership or other Person or entity which now or hereafter directly or indirectly owns all or part of the Company or any other Sponsor or Sponsor Affiliate, as the case may be, or which is now or hereafter directly or indirectly owned in whole or in part by the Company or any other Sponsor or Sponsor Affiliate, as the case may be, or by any partner, shareholder or owner of the Company or any other Sponsor or Sponsor Affiliate, as the case may be, and shall also include any subsidiary, affiliate or other Person, individual, or entity who now or hereafter bears a relationship to the Company or any other Sponsor or Sponsor Affiliate, as the case may be, as described in Section 267(b) of the Internal Revenue Code.

“Agreement” shall mean this Fee in Lieu of Tax and Incentive Agreement as originally executed and from time to time supplemented or amended as permitted herein.

“Code” shall mean the Code of Laws of South Carolina 1976, as amended, unless the context clearly requires otherwise.

“Company” shall mean a company identified for the time being Expansion Project Stingray, and any surviving, resulting, or transferee entity in any merger, consolidation or transfer of assets permitted under **Sections 4.05 or 6.01** hereof or any other assignee or transferee hereunder which is designated by the Company and approved by the County.

“Compliance Period” shall mean the period commencing with the first day that Negotiated FILOT Property is purchased or acquired, whether before or after the date of this Agreement, and ending on the fifth (5th) anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising all or a portion of the Expansion Project is placed in service, all as specified in Section 12-44-30(13) of the Negotiated FILOT Act. It is presently anticipated, but not required, that the initial Negotiated FILOT Property comprising all or a portion of the Expansion Project will be placed in service in the Property Tax Year ending on **[December 31, 2021]**, and, in such event, the Compliance Period will end on **[December 31, 2026.]**

“Council” shall mean the governing body of the County and its successors.

“County” shall mean Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State, and its successors and assigns.

“Credit Eligible Entity” shall have the meaning specified in **Section 3.02(a)** hereof.

“Deficiency Payment” shall have the meaning specified in **Section 5.01(e)** hereof.

“Department of Revenue” shall mean the South Carolina Department of Revenue and any successor thereof.

“Event of Default” shall mean an Event of Default, as set forth in **Section 8.01** hereof.

“Existing Property” shall mean property which will not qualify for the Negotiated FILOT pursuant to Section 12-44-110 of the Negotiated FILOT Act, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to commencement of the Investment Period and property included in the Expansion Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) **[the Land; (b)]** property acquired or constructed by or on behalf of the Company or any other Sponsor or Sponsor Affiliate during the Investment Period which has not been placed in service in this State prior to the commencement of the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property, or property which has been placed in service in the State pursuant to an inducement agreement or other preliminary approval by the County, including the Inducement Resolution, prior to execution of this Agreement pursuant to Section 12-44-40(E) of the Negotiated FILOT Act, which property shall qualify as Negotiated FILOT Property; (c) property purchased by or on behalf of the Company or any other Sponsor or Sponsor Affiliate during the Investment Period in a transaction other than between any of the entities specified in Section 267(b) of the Internal Revenue Code, as defined under Chapter 6 of Title 12 of the Code as of the time of the transfer, to the extent that the Company or such other Sponsor or Sponsor Affiliate invests at least an additional \$45,000,000 in the Expansion Project, exclusive of the property identified in this subsection (c); or (d) modifications which constitute an expansion of the real property portion of Existing Property.

“Expansion Project” shall mean: (i) **[the Land and all buildings, structures, fixtures and other real property improvements now or hereafter constructed on the Land; (ii)]** all machinery, equipment, furnishings and other personal property now or hereafter acquired by or on behalf of the Company or any other Sponsor or Sponsor Affiliate for use on or about the Land; and **[(iii)]** any Replacement Property; provided, however, except as to Replacement Property, the term Expansion Project shall be deemed to include any such real property improvements and personal property, whether now existing or hereafter constructed, improved, acquired or equipped, only to the extent placed in service within the Investment Period.

“FILOT” shall mean fee in lieu of *ad valorem* property taxes.

“FILOT Payment” or *“FILOT Payments”* shall mean the FILOT payments to be made by the Company or any other Sponsor or Sponsor Affiliate with respect to the Expansion Project, whether made as Negotiated FILOT Payments pursuant to **Section 5.01** hereof or as FILOT payments made pursuant to the Multi-County Park Act.

“Investment Period” shall mean the period for completion of the Expansion Project, which shall initially be equal to the Compliance Period; provided, however, that, if the Minimum Contractual Investment Requirement is satisfied by the end of the Compliance Period, the Investment Period shall be automatically extended, without further action or proceedings of the County or the Council, by five (5) years beyond the Compliance Period to end on the tenth (10th)

assessment ratio and millage rate or rates described in **Section 5.01(b)(ii)** hereof.

“Negotiated FILOT Act” shall mean Title 12, Chapter 44 of the Code.

“Negotiated FILOT Property” shall mean all Expansion Project property qualifying for the Negotiated FILOT as “economic development property” within the meaning of Section 12-44-30(6) of the Negotiated FILOT Act, including, without limitation, each item of real and tangible personal property comprising the Expansion Project which is placed in service during the Investment Period and which meets the requirements of Sections 12-44-30(6) and 12-44-40(C) of the Negotiated FILOT Act, together with all Replacement Property, but excluding any Non-Qualifying Property and any Released Property.

“Non-Qualifying Property” shall mean that portion of the real and personal property located on the Land, which does not qualify as Negotiated FILOT Property, such Non-Qualifying Property to include: (i) Existing Property; (ii) except as to Replacement Property, property which the Company or any other Sponsor or Sponsor Affiliate places in service after the end of the Investment Period; and (iii) any other property which fails or ceases to qualify for Negotiated FILOT Payments under the Negotiated FILOT Act or under this Agreement, including without limitation property as to which the Company or any other Sponsor or Sponsor Affiliate has terminated the Negotiated FILOT pursuant to **Section 4.01(e)(iii)** hereof.

“Person” shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

“Expansion Project” shall mean: (i) **[the Land and all buildings, structures, fixtures and other real property improvements now or hereafter constructed on the Land; (ii)]** all machinery, equipment, furnishings and other personal property now or hereafter acquired by or on behalf of the Company or any other Sponsor or Sponsor Affiliate for use on or about the Land; and **[(iii)]** any Replacement Property; provided, however, except as to Replacement Property, the term Expansion Project shall be deemed to include any such real property improvements and personal property, whether now existing or hereafter constructed, improved, acquired or equipped, only to the extent placed in service within the Investment Period.

“Property Tax Year” shall mean the annual period which is equal to the fiscal year of the Company, or any other Sponsor or Sponsor Affiliate, as the case may be, *i.e.*, with respect to the Company, the annual period ending on **[December 31]** of each year.

“Released Property” shall include property which was initially Negotiated FILOT Property but which is scrapped, sold, disposed of, or released from this Agreement by the Company or any other Sponsor or Sponsor Affiliate pursuant to **Section 4.01(e)** hereof and Section 12-44-50(B) of the Negotiated FILOT Act, any portion of the Negotiated FILOT Property constituting

infrastructure which the Company or any other Sponsor or Sponsor Affiliate dedicates to the public use within the meaning of Section 12-6-3420(C) of the Code, or property which is damaged, destroyed, or taken by process of eminent domain and not restored or replaced.

“Replacement Property” shall mean all property placed in service on the Land in substitution of, or as replacement for, any Negotiated FILOT Property which becomes Released Property, regardless of whether such property serves the same function as the property it replaces and regardless of whether more than one piece of such property replaces a single piece of the Negotiated FILOT Property, to the maximum extent that such property may be included in the calculation of the Negotiated FILOT pursuant to **Section 5.01(d)** hereof and Section 12-44-60 of the Negotiated FILOT Act.

“Special Source Act” shall mean Section 4-1-175 of the Code.

“Special Source Credits” shall mean the special source revenue credits described in **Section 3.02** hereof.

“Special Source Improvements” shall mean, to the extent paid for by the Company or any other Sponsor or Sponsor Affiliate, any infrastructure serving the economic development of the County and any improved or unimproved real property, buildings, structural components of buildings, fixtures, or other real property improvements, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County, all as set forth in the Special Source Act. For purposes of this Agreement, Special Source Improvements shall initially be deemed to include, without limitation, all roadwork, water, sewer, drainage, power and utility facilities serving the Expansion Project, as well as the Land, the buildings, fixtures and other real property improvements on the Land, the machinery and equipment and other personal property comprising the Expansion Project, and any additions or improvements to any of the foregoing, whether paid for by the Company or any Sponsor or Sponsor Affiliate directly or through lease payments.

“Sponsor” and *“Sponsor Affiliate”* shall mean an entity whose investment with respect to the Expansion Project will qualify for the Negotiated FILOT pursuant to **Section 6.02** hereof and Sections 12-44-30(19) or (20) and Section 12-44-130 of the Negotiated FILOT Act if the statutory investment requirements are met. As of the original execution and delivery of this Agreement, the only Sponsor is the Company and **[there are no Sponsor Affiliates]**.

“State” shall mean the State of South Carolina.

“Term” shall mean the term of this Agreement, as set forth in **Section 7.01** hereof.

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the Negotiated FILOT Act.

Section 11. References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

Section 12. Expansion Project-Related Investments. The term “investment” or “invest” as used herein shall include not only investments made by the Company and any Sponsor Affiliates, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company or any Sponsor Affiliate with respect to the Expansion Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT Payments, as the case may be, by the Company.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Section 13. Representations and Warranties by County. The County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the Council, the County has duly authorized the execution and delivery of this Agreement and has duly approved the Negotiated FILOT, Special Source Credits, and the inclusion and maintenance of the Expansion Project in the Multi-County Park, all as set forth herein, as well as any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby.

(b) On the basis of information supplied to it by the Company, the County has determined the Expansion Project will subserve the purposes of the Act and has made all other findings of fact required by the Act in connection with the undertaking of the arrangements set forth herein.

(c) This Agreement has been duly authorized, executed and delivered on behalf of the County. The authorization, execution, and delivery of this Agreement and the performance by the County of its obligations hereunder will not, to the best knowledge of the County, conflict with or constitute a breach of, or a default under, any State law, court or administrative regulation, decree, order, provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any material agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound, nor, to the best knowledge of the County, any existing law or the provisions of the Constitution of the State.

(d) To the best knowledge of the County, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, any of which, to the best knowledge of the County, could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

Section 14. Representations and Warranties by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a [] validly existing and in good standing under the laws of [] and is authorized to do business in the State of South Carolina, has all requisite power to enter into this Agreement and to carry out its obligations hereunder, and by proper action has been duly authorized to execute and deliver this Agreement. The Company's fiscal year end is **[December 31]** and the Company will notify the County of any changes in the fiscal year of the Company.

(b) The Company intends to operate the Expansion Project as facilities for the purpose of [] and related activities.

(c) The agreements with the County with respect to the Negotiated FILOT, the Special Source Credits, and the Multi-County Park, as set forth herein, were factors in inducing the Company to locate the Expansion Project within the County and the State.

(d) To the best knowledge of the Company, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which would materially adversely affect this Agreement or which would, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

ARTICLE IV

COVENANTS OF COUNTY

Section 15. Agreement to Accept Negotiated FILOT Payments. The County hereby agrees to accept Negotiated FILOT Payments in accordance with the provisions of **Section 5.01** hereof in lieu of *ad valorem* taxes with respect to that portion of the Expansion Project consisting of Negotiated FILOT Property until this Agreement expires or is sooner terminated.

Section 16. Special Source Credits.

(a) As reimbursement for investment in Special Source Improvements and subject to the requirements of the Special Source Act and **Section 4.02** hereof, the County

hereby agrees that the Company and each other Sponsor or Sponsor Affiliate (each, a "Credit Eligible Entity") shall be entitled to receive, and the County shall provide, Special Source Credits against each Negotiated FILOT Payment due from each such Credit Eligible Entity with respect to the Expansion Project, for a period of fifteen (15) consecutive tax years, commencing with the tax year for which the initial Negotiated FILOT Payment is due with respect to the Expansion Project, in an amount equal to forty percent (40%) of each such Negotiated FILOT Payment. In accordance with the Special Source Act, the Special Source Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded from time to time in connection with the Expansion Project by the Company and all other Sponsor and Sponsor Affiliates.

(b) The Special Source Credits to which a Credit Eligible Entity is entitled for each tax year of the period set forth in **Section 3.02(a)** hereof shall be reflected by the County on each bill sent by the County to such Credit Eligible Entity for each Negotiated FILOT Payment due from such Credit Eligible Entity with respect to each such tax year, by reducing the total original Negotiated FILOT Payment amount otherwise due from such Credit Eligible Entity for such tax year by the amount of Special Source Credits to which such Credit Eligible Entity is entitled for such tax year.

(c) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credits are taken against any Negotiated FILOT Payment on personal property, and the personal property is removed from the Expansion Project at any time during the term of this Fee Agreement (and not replaced with qualifying Replacement Property), the amount of the Negotiated FILOT Payment due on such personal property for the year in which such personal property was removed from the Expansion Project shall be due for the two (2) years immediately following such removal.

(d) THE SPECIAL SOURCE CREDITS AUTHORIZED HEREIN SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY, BUT SHALL BE A LIMITED OBLIGATION OF THE COUNTY PAYABLE SOLELY FROM THE FILOT PAYMENTS RECEIVED BY THE COUNTY HEREUNDER WITH RESPECT TO THE PROJECT.

Section 17. Multi-County Park Designation. The County agrees to designate the Expansion Project, including, but not limited to the Land, as part of a Multi-County Park, if not already so designated, and agrees to use its best efforts to maintain the Expansion Project within the boundaries of the Multi-County Park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution on terms, and for a duration, which facilitate the provision by the County, and the receipt by each Credit Eligible Entity, of the Special Source Credits set forth in **Section 3.02** hereof.

Section 18. Commensurate Benefits. The parties hereto acknowledge the intent of this Agreement, in part, is to afford the Company and each other Sponsor or Sponsor Affiliate the benefits specified in this Article III in consideration of the Company's decision to locate the Expansion Project within the County, and this Agreement has been entered into in reliance upon

the enactment of the Act and the County's compliance with the requirements thereof. In the event that a court of competent jurisdiction holds that the Act is, in whole or in part, unconstitutional or this Agreement, the Multi-County Park Agreement, or agreements similar in nature to this Agreement or the Multi-County Park Agreement are invalid or unenforceable in any material respect, or should the Company determine there is a reasonable doubt as to the validity or enforceability of this Agreement or the Multi-County Park Agreement in any material respect, then, at the request of the Company, the County agrees to use its best efforts, and to take such other steps as may be necessary, to extend to the Company and each other Sponsor or Sponsor Affiliate the intended benefits of this Agreement, including, but not limited to, the Negotiated FILOT and the Special Source Credits, and agrees, if requested by the Company, to enter into a lease purchase agreement with the Company and each other Sponsor or Sponsor Affiliate pursuant to Section 12-44-160 of the Negotiated FILOT Act and Title 4, Chapter 29 or Title 4, Chapter 12 of the Code, as applicable. In furtherance of this covenant, the County also agrees that, in the event that, for any reason, the Multi-County Park is declared by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, the Company and the County express their intentions that the tax or FILOT payments be reformed so as to best afford the Company and each other Sponsor or Sponsor Affiliate benefits commensurate with, but not in excess of, those intended under this Agreement, including but not limited to the Special Source Credits, as then permitted by law, including, without limitation, any benefits afforded under Title 12, Chapter 6, Title 4, Chapter 1, and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. The Company acknowledges, if a court of competent jurisdiction holds all or part of the Negotiated FILOT Act is unconstitutional or otherwise illegal, the Negotiated FILOT Act currently provides that the Company and each other Sponsor or Sponsor Affiliate must transfer their respective portion of the Negotiated FILOT Property to the County within one hundred eighty (180) days following such determination in order for the Negotiated FILOT benefits to continue to apply to such property. In any such lease purchase agreement referenced above, the County, upon the conveyance of title to the Expansion Project to the County at the expense of the Company or any other Sponsor or Sponsor Affiliate, as the case may be, agrees to lease the Expansion Project to the Company or any such other Sponsor or Sponsor Affiliate, as the case may be. At the end of the term of any such lease purchase agreement, and upon payment of all outstanding obligations incurred under such lease purchase agreement, each of the Company and any such other Sponsor or Sponsor Affiliate shall have the option to purchase its respective portion of the Expansion Project from the County for Ten Dollars (\$10.00).

ARTICLE V

COVENANTS OF THE COMPANY

Section 19. Investment in Expansion Project.

(a) The Company hereby agrees to use commercially reasonable efforts to acquire, construct, equip, or improve or cause to be acquired, constructed, equipped, or improved, the Expansion Project, as the same shall be determined from time to time by the Company in its sole discretion. As required by Section 12-44-30(2) of the Negotiated

FILOT Act, at least a portion of the Negotiated FILOT Property comprising the Expansion Project shall be placed in service no later than the end of the Property Tax Year which is three (3) years from the year in which this Agreement is entered, *i.e.*, the Property Tax Year ending on December 31, 2024.

(b) Notwithstanding anything herein to the contrary, and to the maximum extent permitted by law, investment in the Expansion Project by any and all other Sponsors and Sponsor Affiliates shall together with investment in the Expansion Project by the Company, count toward all investment requirements, thresholds, and levels set forth in this Agreement, including, without limitation, the Minimum Contractual Investment Requirement and, to the full extent permitted by the Negotiated FILOT Act, the Minimum Statutory Investment Requirement. Aggregate investment shall generally be determined by reference to the property tax returns of the Company and each other Sponsor or Sponsor Affiliate filed with respect to the Expansion Project, including without limitation, each such entity's SCDOR PT-300, or such comparable forms as the Department of Revenue may provide in connection with projects under the Act, without regard to depreciation or other diminution in value.

(c) To encourage increased investment in the Expansion Project, the County hereby agrees that in the event the Minimum Contractual Investment Requirement is satisfied by the end of Compliance Period, the Investment Period shall be automatically extended, without further action or proceedings of the County or the Council, by five (5) years beyond the end of the Compliance Period, and the County hereby agrees to such extension. There shall be no extension, however, beyond the Compliance Period of the period for meeting the Minimum Statutory Investment Requirement. In the event that the initial Negotiated FILOT Property comprising all or a portion of the Expansion Project is, as the parties hereto presently anticipate, placed in service in the Property Tax Year ending on **[December 31, 2021]**, and upon any such extension, the Investment Period would extend through **[December 31, 2031]**.

(d) Subject to the provisions of **Sections 4.05 and 6.01** hereof, the Company and each other Sponsor or Sponsor Affiliate shall retain title to, or other property rights in, its respective portion of the Expansion Project throughout the Term, and the Company and each other Sponsor or Sponsor Affiliate shall have full right to mortgage, lease, or encumber all or any portion of the Expansion Project, including without limitation, in connection with any financing transactions, all without the consent of the County.

(e) The Company and each other Sponsor or Sponsor Affiliate shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(1) The Company and each other Sponsor or Sponsor Affiliate may, at its own expense, add to the Expansion Project all such real and personal property as the Company, or such other Sponsor or Sponsor Affiliate,

in its discretion deems useful or desirable, including, without limitation, Negotiated FILOT Property, without any limit as to the amount thereof.

(2) Subject to the provisions of **Section 5.01(f)** hereof, in any instance when the Company or any other Sponsor or Sponsor Affiliate, in its discretion, determines any property included in the Expansion Project, including without limitation, any Negotiated FILOT Property, has become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Expansion Project, the Company or such other Sponsor or Sponsor Affiliate may remove such property from the Expansion Project and sell, trade in, exchange, or otherwise dispose of such property as a whole or in part without the consent of the County.

(3) The Company and each other Sponsor or Sponsor Affiliate may, at any time and in its discretion by written notice to the County, remove any Expansion Project property including, but not limited to, Negotiated FILOT Property, real or personal, from the Expansion Project or from the provisions of this Agreement, including, but not limited to, the Negotiated FILOT arrangement set forth in this Agreement, and retain such property for use as part of its operations in the County, whether or not such property remains as part of the Expansion Project, and effective as of the date of any such removal, such property will be subject to *ad valorem* taxes or to FILOT payments pursuant to the Multi-County Park Act, as the case may be; provided, that, any such notice requirement may be, but shall not be required to be, satisfied by property tax returns filed with respect to the Expansion Project and any other such property, including without limitation, such entity's SCDOR PT-300, or such comparable forms as the Department of Revenue may provide in connection with projects under the Act, and in such event, any such removal reflected by any such return shall be deemed to be effective as of the date of such removal.

(4) If the Company or any other Sponsor or Sponsor Affiliate sells, leases, or otherwise disposes of any portion of, or adds to, the Land, or removes any portion of the Land from the Expansion Project while retaining such property for use as part of its operations in the County, all as permitted herein, the Company or such Sponsor or Sponsor Affiliate shall deliver to the County a revised **Exhibit A** to this Agreement or supplements to **Exhibit A** reflecting any such addition, disposal or removal and such revised or supplemented **Exhibit A** shall, effective as of the date of any such transaction, addition, disposal, or removal, be automatically made a part of this Agreement without further action or proceedings by the County or the Council; provided, that any requirement to provide such schedules or supplements to the County may be satisfied by property tax returns filed with respect to the Expansion Project and any other such property, including without limitation, such entity's

SCDOR PT-300, or such comparable forms as the Department of Revenue may provide in connection with projects under the Act, and in such event, any such addition, disposal, or removal reflected by any such return shall be automatically deemed effective as of the date of any such addition, disposal, or removal.

(5) All Negotiated FILOT Property sold or otherwise disposed of under this Section shall be deemed Released Property for purposes of this Agreement.

Section 20. [Failure to Satisfy Minimum Contractual Investment Requirement. If the Minimum Contractual Investment Requirement is not satisfied as of the end of the Compliance Period, each of the following subsections shall apply:

(a) The Company and each other Sponsor or Sponsor Affiliate shall continue to be eligible for the Negotiated FILOT described in Section 5.01 hereof so long as the Minimum Statutory Investment Requirement has nevertheless been satisfied by the end of the Compliance Period.

(b) Each Credit Eligible Entity shall, to the extent required by the below provisions of this Section 4.02(b), reimburse the County for any Special Source Credits previously received, or to be received (upon actual receipt), by such Credit Eligible Entity under Section 3.02(a) hereof against each Negotiated FILOT Payment that has been, or will be, due to be paid without penalty with respect to the Expansion Project on or before the January 15 immediately following the end of the Compliance Period (collectively, the “Compliance Period Special Source Credits”), taking into account the highest aggregate amount of investment in the Expansion Project (without regard to depreciation or other diminution in value) during the Compliance Period (“Actual Expansion Project Investment”), as compared to the Minimum Contractual Investment Requirement:

Formula:

1. **Actual Expansion Project Investment = Investment Satisfaction Percentage [ISP]
\$8,000,000**
2. **100% - ISP = Investment Satisfaction Factor [ISF]**
3. **In the event that determination of the Investment Satisfaction Factor results in a positive percentage figure, the Investment Satisfaction Factor shall be applied to the Compliance Period Special Source Credits received, or to be received (upon actual receipt), by each Credit Eligible Entity to determine**

reimbursement amounts due to the County, if any, from each such Credit Eligible Entity. Any such amounts shall be due to be paid by the owing Credit Eligible Entity on or before the date by which such Credit Eligible Entity is required, under applicable law, to make its Negotiated FILOT Payment due with respect to the Expansion Project for the tax year corresponding to the final Property Tax Year of the Compliance Period (*i.e.*, the FILOT Payment due with respect to Expansion Project property placed in service as of the end of the final Property Tax Year within the Compliance Period).

(c) Each Credit Eligible Entity shall continue to be eligible for Special Source Credits against each Negotiated FILOT Payment due from such Credit Eligible Entity with respect to the Expansion Project for the remaining period set forth in Section 3.02(a) hereof; provided, however, in the event that determination of the Investment Satisfaction Factor pursuant to Section 4.02(b) hereof results in a positive percentage figure, the Special Source Credits amount otherwise due under Section 3.02(a) hereof shall be reduced for the remaining such period by the percentage equal to such Investment Satisfaction Factor.]

Section 21. Payment of Administration Expenses. The Company or any other Sponsor or Sponsor Affiliate will reimburse, or cause reimbursement of, the County from time to time for the County's Administration Expenses incurred in the fulfillment of its obligations hereunder, or in the implementation of this Agreement's terms and provisions with respect to the Company or such other Sponsor or Sponsor Affiliate, respectively, promptly upon written request therefor, but in no event later than ninety (90) days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the Expansion Project or the incentives authorized by this Agreement, and, aside from the attorneys' fees set forth below, the County anticipates no out of pocket expenses in connection with this Agreement and the transactions authorized hereby. The parties hereto understand that the County has incurred, and will incur, legal fees and other expenses for review of the Inducement Resolution, this Agreement, the Multi-County Park Agreement, and all resolutions, ordinances and other documentation related thereto in an amount not to exceed \$[_____].

Section 22. Use of Expansion Project for Lawful Activities. During the Term, the Company and each other Sponsor or Sponsor Affiliate may use the Expansion Project as it deems fit for any lawful purpose.

Section 23. Maintenance of Existence. Except in the event the resulting, surviving or transferee entity is the Company or an Affiliate of the Company, as to which such consolidation, merger, or transfer, the County hereby preapproves and consents, unless the County shall provide prior consent or subsequent ratification otherwise, which consent or ratification shall not be unreasonably withheld, conditioned, or delayed, the Company covenants that it will maintain its

separate existence and will not dissolve or consolidate with, merge into or transfer, or otherwise dispose of substantially all of its property to any other entity or permit one or more other entities to consolidate with or merge into it or purchase substantially all of its property unless:

(a) the Company shall be the continuing business entity, or the business entity formed by such consolidation or into which the Company is merged or the entity which acquires by conveyance or transfer all or substantially all of the Company's assets shall (i) be an entity organized and existing under the laws of the United States of America or any state thereof or the District of Columbia and qualified to do business in the State; (ii) have a net worth equal to or greater than the net worth of the Company immediately preceding the date of such merger, consolidation or transfer; and (iii) expressly and unconditionally assume, by written agreement supplemental hereto and acceptable to the County as to form and content, in its reasonable discretion, every payment obligation of the Company herein and the performance of every covenant of this Agreement on the part of the Company to be performed or observed; and

(b) immediately after giving effect to such transaction, no Event of Default, and no event, which, after notice or lapse of time or both, would become an Event of Default, shall have happened and be continuing; and

(c) the Company shall have delivered to the County (i) a certificate of a duly authorized officer of the Company, accompanied by financial statements of the surviving company (if other than the Company) showing compliance with the net worth requirements specified in paragraph (a) above and (ii) an opinion of counsel for the Company or counsel to the transferee company stating that such consolidation, merger, conveyance or transfer and such supplement to this Agreement comply with this Section and that all conditions precedent herein provided for relating to such transaction have been complied with.

Upon any consolidation or merger or any conveyance or transfer of all or substantially all of the Company's assets in accordance with this **Section 4.05**, the successor entity formed by such consolidation or into which the Company is merged or to which such conveyance or transfer is made, shall succeed to, and be substituted for, and may exercise every right and power of the Company under this Agreement with the same effect as if such successor entity had been named as the Company herein, and thereafter the Company shall be relieved of all obligations and covenants under this Agreement.

If a consolidation, merger or conveyance or transfer is made as permitted by this Section, the provisions of this Section shall continue in full force and effect and no further consolidation, merger or conveyance or transfer shall be made except in compliance with the provisions of this **Section 4.05**.

The Company acknowledges transfers of this Agreement or the Negotiated FILOT Property may cause the Negotiated FILOT Property to become ineligible for a Negotiated FILOT or result in penalties under the Negotiated FILOT Act absent compliance by the Company with the Transfer Provisions.

Section 24. Records and Reports. The Company and each other Sponsor or Sponsor Affiliate will maintain, or cause to be maintained, such books and records with respect to its respective portion of the Expansion Project as will permit the identification of those portions of the Expansion Project it places in service during the Investment Period, the amount of investment with respect thereto, and any computations of Negotiated FILOT Payments made by such entity hereunder, and will comply with all reporting requirements of the State and the County applicable to Negotiated FILOT Property under the Negotiated FILOT Act, including without limitation the reports required by Section 12-44-90 of the Negotiated FILOT Act (collectively, "Filings"); provided, however, that the parties hereto hereby waive in its entirety the requirement under Section 12-44-55 of the Negotiated FILOT Act for a recapitulation of the terms of this Agreement. In addition, the following records shall be provided to the County:

(a) Upon direction of the governing body of the County, a County Official may request and obtain such financial books and records from the Company and any other Sponsor or Sponsor Affiliate that support the Negotiated FILOT returns of the Company or such other Sponsor or Sponsor Affiliate as may be reasonably necessary to verify the calculations of the Negotiated FILOT Payments by the Company or such other Sponsor or Sponsor Affiliate. For purposes of this Agreement, the term "County Official" shall include the Administrator, Auditor, Assessor, or Treasurer of the County.

(b) Each year during the Term, the Company and each other Sponsor or Sponsor Affiliate shall deliver to the County Auditor, the County Assessor and the County Treasurer of the County a copy of any form or return it files with the Department of Revenue with respect to the Expansion Project at the same time as delivery thereof to the Department of Revenue.

(c) The Company shall cause a copy of this Agreement, as well as a copy of the completed Form PT-443 required by the Department of Revenue, to be filed within thirty (30) days after the date of original execution and delivery hereof with the County Auditor, the County Assessor and the County Treasurer of the County, and of each other county which is a party to the Multi-County Park Agreement, and with the Department of Revenue and shall update such Form PT-443 from time to time to the extent that the information therein is no longer accurate.

Notwithstanding any other provision of this Section, the Company and each other Sponsor or Sponsor Affiliate may, by clear, written designation, conspicuously marked, designate with respect to any Filings or other documents or information delivered to the County segments thereof that the Company or such other Sponsor or Sponsor Affiliate believes contains

proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by the Company or any such other Sponsor or Sponsor Affiliate with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, and unless the County has provided at least fifteen (15) days advance written notice to the Company or such other Sponsor or Sponsor Affiliate of such proposed release, the County shall not knowingly and voluntarily release any Filing, documents, or other information provided to the County by the Company or any other Sponsor or Sponsor Affiliate in connection with the Expansion Project, whether or not such information has been designated as confidential or proprietary by the Company or any other Sponsor or Sponsor Affiliate.

Section 25. Funding for Special Source Improvements. The Company and each other Sponsor or Sponsor Affiliate shall provide, or cause the provision of, funding for the Special Source Improvements related to its respective portion of the Expansion Project.

Section 26. Indemnification Covenants.

(a) Notwithstanding any other provisions in this Agreement or in any other agreements between the Company and the County, (a) the Company shall agree to indemnify, defend, and save the County, its Council members, elected officials, officers, employees, servants and agents (collectively, the “Indemnified Parties”), harmless against and from all claims brought against the Indemnified Parties by or on behalf of any third party person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Expansion Project during the Term (regardless of when such claim is asserted), and, the Company further, shall indemnify, defend, and save the Indemnified Parties harmless against and from all claims brought against the Indemnified Parties arising during the Term (regardless of when such claim is asserted) from (i) any condition of the Expansion Project, (ii) any breach or default on the part of the Company in the performance of any of its obligations under this Agreement, (iii) any act of negligence of the Company, or of any agents, contractors, servants, employees or licensees, (iv) except in such cases where the County has released the Company pursuant to **Section 6.01** hereof, any act of negligence of any assignee or lessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of Company, (v) any environmental violation, condition, or effect. The Company shall indemnify and save the Indemnified Parties harmless from and against all reasonable costs and expenses incurred by the Indemnified Parties in connection with defending against any such claim arising as aforesaid or in connection with defending against any action or proceeding brought thereon, and upon notice from the Indemnified Parties, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County, which acceptance shall not be unreasonably withheld, conditioned or delayed.

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability during the Term of the Project by reason of the terms of this Agreement, or the undertakings required of the County hereunder,

by reason of the granting of the Negotiated FILOT, by reason of the execution of this Agreement, by reason of the performance of any act requested of it by the Company, or by reason of the operation of the Expansion Project by the Company, nevertheless, if the County, its agents, officers or employees should incur any such pecuniary liability during the Term of this Agreement, then in such event the Company shall indemnify, defend, and hold them harmless against all claims by or on behalf of any third party person, firm or corporation, arising out of the same, and all reasonable costs and expenses incurred in connection with defending against any such claim or in connection with defending against any such action or proceeding brought thereon, and upon reasonable notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County, which acceptance shall not be unreasonably withheld, conditioned or delayed.

(c) The above-referenced indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after the delivery of this Agreement which the County is requested to sign on behalf of the Company, if any, with respect to the Expansion Project, and any other indemnification covenants in any such subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

(d) No termination of this Agreement pursuant to any provision elsewhere in this Agreement shall relieve the Company of its duties and obligations to make the payments required by this **Section 4.03**, all of which duties and obligations shall survive any such termination.

Section 27. Company Certification. On or before the April 30 immediately following the end of the Compliance Period, the Company will provide, or cause to be provided, a written certification to the County, in form and substance reasonably acceptable to the County and the Company, reflecting (i) the highest level of aggregate investment in the Expansion Project (without regard to depreciation or other diminution in value) within the Compliance Period and (ii) aggregate investment in Special Source Improvements (without regard to depreciation or other diminution in value) within the Compliance Period. Thereafter, during the remaining term of the Special Source Credits set forth in **Section 3.02** hereof, on or before each subsequent April 30, the Company will provide, or cause to be provided, a written certification to the County, in form and substance reasonably acceptable to the County and the Company, reflecting aggregate investment in Special Source Improvements (without regard to depreciation and other diminution in value) as of the immediately preceding December 31.

ARTICLE VI

FEES IN LIEU OF TAXES

Section 28. Payment of Fees in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Negotiated FILOT Act, the parties hereto hereby agree, during the Term, that there shall be due annually with respect to that portion of the Expansion Project constituting Negotiated FILOT Property, whether owned by the Company or by any other Sponsor or Sponsor Affiliate, a Negotiated FILOT Payment calculated as set forth in this Section, at the places, in the manner and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes. It is presently anticipated, but not required, that the initial Negotiated FILOT Payment, which shall be due under current Code requirements on the January 15 following the year in which the County adds the initial Negotiated FILOT Property to its tax rolls, will be due on **[January 15, 2023]**. If the Company designates any other Sponsor or Sponsor Affiliates as the same shall have been consented to by the County, if such consent is required pursuant to **Section 6.02** hereof, the Company must notify the County in writing at the time of such designation as to whether such additional Sponsor or Sponsor Affiliate shall be primarily liable for the Negotiated FILOT Payments due hereunder with respect to such Sponsor or Sponsor Affiliate's respective portion of the Negotiated FILOT Property. Unless and until such additional notification is received, the Company shall be primarily liable for all Negotiated FILOT Payments due with respect to such Negotiated FILOT Property.

(b) Subject to adjustment pursuant to the provisions of this **Section 5.01**, the Negotiated FILOT shall be calculated each year in accordance with the following provisions:

(1) For each annual increment of investment in Negotiated FILOT Property, the annual Negotiated FILOT Payments shall initially be payable for a payment period of thirty (30) years. Accordingly, if such Negotiated FILOT Property is placed in service during more than one year, each year's investment during the Investment Period shall be subject to the Negotiated FILOT for a payment period of thirty (30) years, up to an aggregate of thirty-five (35) years or, if the Investment Period is extended as set forth in Section 4.01(c) hereof, up to an aggregate of forty (40) years.

(2) The Negotiated FILOT shall be determined using: (1) an assessment ratio of 6%; (2) the lowest millage rate or rates allowed with respect to the Expansion Project pursuant to Section 12-44-50(A)(1)(d) of the Negotiated FILOT Act, which millage rate or millage rates shall be fixed pursuant to Section 12-44-50(A)(1)(b)(i) of the Negotiated FILOT Act for the full term of the Negotiated FILOT, and which millage rate the parties believe to be **[347.8]** mills; and (3) the fair market value of such Negotiated FILOT Property as determined in accordance with Section 12-44-50(A)(1)(c) of the Negotiated FILOT Act, which, for typical arm's length construction or acquisition, uses the original income tax basis for any real property without regard to depreciation or reassessment and the original income tax basis for any personal property less allowable depreciation (except depreciation due to extraordinary obsolescence); provided, however, that the Company or any

other Sponsor or Sponsor Affiliate and the County may agree at a later date to amend this Agreement as to Negotiated FILOT Property owned by the Company or such other Sponsor or Sponsor Affiliate so as to determine the fair market value of any such real property in accordance with any other method permitted by the Negotiated FILOT Act.

(3) All such calculations shall take into account all deductions for depreciation or other diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the five-year exemption from County taxes allowed for certain manufacturing, distribution, corporate headquarters and research and development facilities pursuant to Section 3(g) of Article X of the Constitution of the State and Sections 12-37-220(B)(32) and (34) of the Code; provided, however, the Company or any other Sponsor or Sponsor Affiliate shall not be entitled to extraordinary obsolescence with respect to Negotiated FILOT Property as set forth in Section 12-44-50(A)(1)(c)(ii) of the Negotiated FILOT Act.

(4) For purposes of calculating the Negotiated FILOT, the Negotiated FILOT Property shall not include any Released Property or Non-Qualifying Property.

(c) The Negotiated FILOT Payments are to be recalculated:

(1) to reduce such payments in the event the Company or any other Sponsor or Sponsor Affiliate disposes of any part of the Negotiated FILOT Property within the meaning of Section 12-44-50(B) of the Negotiated FILOT Act and as provided in **Section 4.01(e)(ii)** hereof, by the amount applicable to the Released Property;

(2) to reduce such payments in the event that the Negotiated FILOT Property or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings or otherwise removed from the Expansion Project as a result of circumstances beyond the control of the Company or any other Sponsor or Sponsor Affiliate;

(3) to increase such payments in the event the Company or any other Sponsor or Sponsor Affiliate adds any Negotiated FILOT Property (other than Replacement Property) to the Expansion Project; or

(4) to adjust such payments if the Company or any other Sponsor or Sponsor Affiliate elects to convert any portion of the Negotiated FILOT Property from the Negotiated FILOT to *ad valorem* taxes, or to FILOT payments pursuant to the Multi-County Park Act, as the case may be, as permitted by **Section 4.01(e)(iii)**.

(d) Upon installation or placing in service of any Replacement Property for any Released Property, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by the Negotiated FILOT Act, subject to the following rules:

(1) Such Replacement Property does not have to serve the same function as the Released Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the Negotiated FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Released Property which it is replacing in the same Property Tax Year. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Released Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes, or FILOT payments pursuant to the Multi-County Park Act, as the case may be, which would have been paid on such property but for this Agreement. Replacement Property is entitled to the Negotiated FILOT Payments for the remaining portion of the Negotiated FILOT Payment period set forth in **Section 5.01(b)(i)** hereof applicable to the Released Property.

(2) The Company or any other Sponsor or Sponsor Affiliate shall maintain, or cause to be maintained, records sufficient to identify all Replacement Property it places in service, and the Negotiated FILOT Payments with respect thereto shall be calculated using the millage rate and assessment ratio provided on the property it is replacing.

(e) In the event that, for any reason, the Negotiated FILOT Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Expansion Project consisting of Negotiated FILOT Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Negotiated FILOT Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company and each other Sponsor or Sponsor Affiliate benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under Title 4, Chapter 12 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder with respect to the portion of the Negotiated FILOT Property affected by such circumstances *ad valorem* taxes, or FILOT payments pursuant to the Multi-County Park Act, as the case may be, and that, to the extent permitted by law, the Company and any other Sponsor or Sponsor Affiliate shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes, or from FILOT payments pursuant to the Multi-County

Park Act, as the case may be, provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive all other tax credits which would be due if the Company and each other Sponsor or Sponsor Affiliate were obligated to pay *ad valorem* taxes or make FILOT payments pursuant to the Multi-County Park Act, as the case may be, hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are subject to retroactive adjustment, then there shall be due and payable from the Company and any other Sponsor or Sponsor Affiliate, as the case may be, with respect to such entity's portion of the Negotiated FILOT Property in question, an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, or as FILOT payments pursuant to the Multi-County Park Act, as the case may be, together with interest on such deficiency as provided in Section 12-54-25(D) of the Code (a "Deficiency Payment").

(f)

(1) In the event that the Minimum Statutory Investment Requirement is not satisfied by the end of the Compliance Period, then all Negotiated FILOT Payments shall revert retroactively to *ad valorem* taxes, or FILOT payments pursuant to the Multi-County Park Act, as the case may be, calculated as set forth in paragraph (e) above, and a Deficiency Payment from each such owing entity shall be due and payable with respect to Negotiated FILOT Payments theretofore made. In the event that the aggregate investment in the Expansion Project by all Sponsors and Sponsor Affiliates does not exceed \$5,000,000 by the end of the Compliance Period and any Sponsor or Sponsor Affiliate does not satisfy the Minimum Statutory Investment Requirement solely through its own direct investment in the Expansion Project, then the Negotiated FILOT Payments with respect to that portion of the Expansion Project owned by such non-qualifying Sponsor or Sponsor Affiliate shall revert retroactively to *ad valorem* taxes, or FILOT payments pursuant to the Multi-County Park Act, as the case may be, calculated as set forth in paragraph (e) above, and such Sponsor or Sponsor Affiliate shall owe a Deficiency Payment with respect to Negotiated FILOT Payments theretofore made as to such portion of the Expansion Project. To the extent necessary to collect a Deficiency Payment under this clause (i) due to failure to satisfy the Minimum Statutory Investment Requirement, Section 12-44-140(D) of the Negotiated FILOT Act provides that any statute of limitations that might apply pursuant to Section 12-54-85 of the Code is suspended.

(2) **[In the event that the Minimum Contractual Investment Requirement is not satisfied by the end of the Compliance Period, but the Minimum Statutory Investment Requirement has nevertheless been satisfied by the end of the Compliance Period, the Company and each other Sponsor or Sponsor Affiliate shall continue to be eligible to take**

advantage of the Negotiated FILOT described in Section 5.01 hereof, but the County shall have the rights specified in Section 4.02 hereof with respect to the Special Source Credits.]

(3) In the event that the Minimum Statutory Investment Requirement is satisfied by the end of the Compliance Period, but following the Compliance Period, investment in the Expansion Project, without regard to depreciation or other diminution in value, falls below the investment level set forth in the Minimum Statutory Investment Requirement, then the Expansion Project shall prospectively be subject to *ad valorem* taxes, or FILOT payments pursuant to the Multi-County Park Act, as the case may be, calculated as set forth in paragraph (e) above, in accordance with Section 12-44-140(C) of the Negotiated FILOT Act, commencing with any Negotiated FILOT Payments due with respect to Expansion Project property placed in service as of the end of the Property Tax Year in which such deficiency occurs.

(4) In accordance with the provisions of **Sections 4.01(b) and 6.02** hereof, except for Existing Property, the investment in all property utilized by the Company or any other Sponsor or Sponsor Affiliate at the Land, whether owned by the Company or any other Sponsor or Sponsor Affiliate outright or utilized by the Company or any other Sponsor or Sponsor Affiliate pursuant to any financing agreement or any lease or other arrangement with the Company or any other Sponsor or Sponsor Affiliate, and whether or not subject to this Agreement, shall be counted toward all investment obligations under this Agreement, including, to the extent permitted by law, investment obligations under the Negotiated FILOT Act.

(g) Except as otherwise set forth in this Agreement or as otherwise required by the Negotiated FILOT Act, any amounts due to the County under this **Section 5.01** as a Deficiency Payment or other retroactive payment shall be paid within one hundred eighty (180) days following receipt by the Company or any other Sponsor or Sponsor Affiliate of notice from the County that such a Deficiency Payment or other retroactive payment is due from such entity.

Section 29. Statutory Lien. The parties hereto acknowledge the County's right to receive Negotiated FILOT Payments hereunder and that the County is entitled to and shall have a statutory lien with respect to the Expansion Project pursuant to Section 12-44-90(E) of the Negotiated FILOT Act and Title 12, Chapter 54 of the Code relating to the collection and enforcement of *ad valorem* property taxes.

ARTICLE VII

THIRD PARTY ARRANGEMENTS

Section 30. Conveyance of Liens and Interests; Assignment. The County agrees that the Company and each other Sponsor or Sponsor Affiliate may at any time: (a) transfer all or any of its rights and interests hereunder or with respect to all or any part of the Expansion Project to any Person; or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of the Expansion Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Expansion Project, whereby the transferee in any such arrangement leases the portion of the Expansion Project in question to the Company or any other Sponsor or Sponsor Affiliate or operates such assets for the Company or any other Sponsor or Sponsor Affiliate or is leasing all or a portion of the Expansion Project in question from the Company or any other Sponsor or Sponsor Affiliate. In the event of any such transfer, lease, financing, or other transaction described above, the rights and interests of the Company or such other Sponsor or Sponsor Affiliate under this Agreement, including, without limitation, the benefits of the Negotiated FILOT, the Special Source Credits, and the Multi-County Park, with respect to any Expansion Project property so transferred, leased, financed, or otherwise affected shall be so transferred and preserved, automatically, without further action of the County or the Council, subject to the following provisions: (i) except in connection with any transfer to any other Sponsor or Sponsor Affiliate or an Affiliate of the Company or any other Sponsor or Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above, as to all of which transfers and other transactions the County hereby preapproves and consents, the Company shall obtain the prior consent or subsequent ratification of the County, which consent or subsequent ratification of the County shall not be unreasonably conditioned, withheld, or delayed; (ii) except when a financing entity which is the income tax owner of all or part of the Expansion Project property is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any such other Sponsor or Sponsor Affiliate hereunder, or when the County consents in writing or when the transfer relates to Released Property pursuant to **Section 4.01(e)** hereof, no such transfer shall affect or reduce any of the obligations of the Company or any such other Sponsor or Sponsor Affiliate hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make Negotiated FILOT payments hereunder, the transferee shall assume the then current basis of the Company or any such other Sponsor or Sponsor Affiliate (or prior transferee) in the Negotiated FILOT Property transferred; (iv) the Company or any such other Sponsor or Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue notice of any such transfer agreement; and (v) the Company or any such other Sponsor or Sponsor Affiliate and the transferee shall comply with all other requirements of the Transfer Provisions in order to preserve the benefits of the Negotiated FILOT.

Subject to County consent when required under this **Section 6.01**, and at the expense of the Company or any such other Sponsor or Sponsor Affiliate, the County agrees to take such further action and execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or any other Sponsor or Sponsor Affiliate under this Agreement and/or any release of the Company or any other Sponsor or Sponsor Affiliate pursuant to this **Section 6.01**.

The County acknowledges that, notwithstanding any of the terms of this **Section 6.01** or this Agreement, the County has no right of consent or subsequent ratification to a change in the direct or indirect ownership of the Company.

The Company acknowledges that any transfer of an interest under this Agreement or in the Negotiated FILOT Property may cause all or part of the Negotiated FILOT Property to become ineligible for a Negotiated FILOT or result in penalties under the Negotiated FILOT Act absent compliance by the Company or any such Sponsor or Sponsor Affiliate with the Transfer Provisions.

Section 31. Sponsors and Sponsor Affiliates. The Company may designate from time to time other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Negotiated FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Company and make investments with respect to the Expansion Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of the Company or other Persons described in **Section 6.01(b)** hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (19) or (20) and Section 12-44-130 of the Negotiated FILOT Act must be approved by resolution of the Council. To the extent that a Sponsor or Sponsor Affiliate invests an amount equal to the Minimum Statutory Investment Requirement at the Expansion Project by the end of the Compliance Period all investment by such Sponsor or Sponsor Affiliate shall qualify for the Negotiated FILOT payable under **Section 5.01** hereof (subject to the other conditions set forth therein) in accordance with Section 12-44-30(19) of the Negotiated FILOT Act. To the extent that the aggregate investment in the Expansion Project by the end of the Compliance Period by the Company, all Sponsors and Sponsor Affiliates and, to the extent provided by law, other Sponsor or Sponsor Affiliates, exceeds \$5,000,000 as provided in Section 12-44-30(19) of the Negotiated FILOT Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the Negotiated FILOT pursuant to **Section 5.01** of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Minimum Statutory Investment Requirement by the end of the Compliance Period. The Company shall provide the County and the Department of Revenue with written notice of any Sponsor or Sponsor Affiliate designated pursuant to this **Section 6.02** within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service Negotiated FILOT Property to be used in connection with the Expansion Project, all in accordance with Section 12-44-130(B) of the Negotiated FILOT Act.

ARTICLE VIII

TERM; TERMINATION

Section 32. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement and ending at midnight on the later of (i) the day the last Negotiated FILOT Payment is made hereunder, or (ii) the day that all Special Source Credits due from the County hereunder have been fully provided by the County.

Section 33. Termination. In addition to the termination rights of the County under **Section 8.02(a)** hereof, the County and the Company may jointly agree to terminate this Agreement at any time, or the Company, may, at its option, unilaterally terminate this Agreement at any time, with respect to all, or any portion, of the Expansion Project in which event the Expansion Project, or such portion of the Expansion Project, shall be subject to *ad valorem* taxes, or to FILOT payments pursuant to the Multi-County Park Act, as the case may be, from the date of termination. Notwithstanding the termination of this Agreement, the County shall have the same rights to receive payment for any retroactive *ad valorem* taxes, Deficiency Payments, interest or penalties, and the same enforcement rights with respect to such obligations as it would have with respect to *ad valorem* taxes, and the County's rights arising under **Section 5.01** prior to the time of such termination shall survive any such termination.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 34. Events of Default. Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Company or any other Sponsor or Sponsor Affiliate (the "Defaulting Entity") but only with respect to such Defaulting Entity's rights, duties, and obligations contained herein:

(a) if default shall be made in the due and punctual payment of any Negotiated FILOT Payments, which default shall not have been cured within sixty (60) days following receipt of written notice of such default from the County; or

(b) if default shall be made in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing paragraph (a), and such default shall continue for ninety (90) days after the County shall have given the Defaulting Entity written notice of such default; provided, the County may, in its discretion, grant the Defaulting Entity a longer period of time as necessary to cure such default if the Defaulting Entity proceeds with due diligence to cure such default; provided however, that no Event of Default shall exist under this Agreement during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Defaulting Entity has contested the occurrence of such default.

Notwithstanding anything herein to the contrary, failure to meet any investment requirements, thresholds, or levels set forth in this Agreement shall not be deemed to be an Event of Default under this Agreement, but may terminate certain benefits hereunder or obligate the Company or other Sponsor or Sponsor Affiliates, as the case may be, to make certain additional payments to the County, all as set forth in **Sections 4.02 and 5.01(f)** hereof.

Section 35. Remedies on Event of Default. Upon the occurrence of any Event of Default, the following remedies may be exercised by the County only as to the Defaulting Entity:

(a) the County may terminate this Agreement by delivery of written notice to the Defaulting Entity not less than sixty (60) days prior to the termination date specified therein; or

(b) the County may have access to and inspect, examine, and make copies of the books and records of the Defaulting Entity pertaining to the construction, acquisition, or maintenance of the Expansion Project or calculation of the Negotiated FILOT as provided in **Section 4.06** hereof; or

(c) the County may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce the County's rights hereunder, it being the express intent of the parties hereto that the County, without limitation, shall have the same remedies available by law to collect Negotiated FILOT Payments as if they were delinquent *ad valorem* tax payments, including execution upon the lien referred to in **Section 5.02** hereof.

Section 36. Defaulted Payments. In the event the Company or any other Sponsor or Sponsor Affiliate should fail to make any of the payments required to be made by such entity under this Agreement, the item or installment so in default shall continue as an obligation of such entity until the amount in default shall have been fully paid. If any such default relates to its obligations to make Negotiated FILOT Payments hereunder, such entity shall pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes, all as provided in Section 12-44-90 of the Negotiated FILOT Act.

Section 37. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company and any other Sponsor or Sponsor Affiliate may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for *mandamus* or specific performance.

ARTICLE X

MISCELLANEOUS

Section 38. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company or any other Sponsor or Sponsor Affiliate provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or by the Company or any other Sponsor or Sponsor Affiliate of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company or any other Sponsor or Sponsor Affiliate of any or all such other rights, powers, or remedies.

Section 39. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, any Sponsor or Sponsor Affiliate, and their respective successors and assigns as permitted hereunder; provided, however, that notwithstanding anything herein to the contrary, the County may not assign any or all of its rights, duties, and obligations in, to, and under this Agreement without the written consent of the Company, which consent may be provided by the Company in its sole discretion.

Section 40. Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or reputable courier service, to the following persons and addresses or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Anderson County

Attn: County Administrator

PO Box 8002

Anderson, South Carolina 29622

(b) with a copy (which shall not constitute notice) to:

Anderson County
Attn: County Attorney
PO Box 8002
Anderson, South Carolina 29622

(c) As to the Company:

Expansion Project Stingray
Attn: [_____]
[_____]
[_____]

(d) with a copy (which shall not constitute notice) to:

Nexsen Pruet, LLC
Attn: Tushar V. Chikhliker
1230 Main Street, Suite 700
Columbia, South Carolina 29201

Section 41. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

Section 42. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other and supersedes all prior and contemporaneous discussions of the parties hereto, whether oral or written, and neither party hereto has made or shall be bound by any agreement or any warranty or representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof. Unless as otherwise expressly set forth herein, this Agreement

will not confer any rights or remedies upon any Person other than the parties hereto and their respective successors and assigns as permitted hereunder.

Section 43. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 44. Headings and Table of Contents; References. The headings of this Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular Articles or Sections or paragraphs of this Agreement are references to the designated Articles or Sections or paragraphs of this Agreement.

Section 45. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 46. Amendments. Subject to the limitations set forth in Section 12-44-40(K)(2) of the Negotiated FILOT Act, this Agreement may be amended, or the rights and interest of the parties hereto hereunder surrendered, only by a writing signed by both parties hereto.

Section 47. Waiver. Either party hereto may waive compliance by the other party hereto with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 48. Further Proceedings. The parties hereto intend any action to be taken hereinafter by the County pursuant to the express provisions of this Agreement may be undertaken by the Chairman of the Council without necessity of further proceedings. To the extent additional proceedings are required by law, however, the County agrees to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

[Execution Pages to Follow]

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Fee in Lieu of Tax and Incentive Agreement to be effective as of the date first written above.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____

Tommy Dunn, Chairman of County Council

Anderson County, South Carolina

[SEAL]

ATTEST:

Renee Watts, Clerk to Council

Anderson County, South Carolina

APPROVED AS TO FORM:

Leon Harmon, County Attorney

Anderson County, South Carolina

PROJECT STINGRAY

By: _____

Name: _____

Its: _____

EXHIBIT A

LAND DESCRIPTION

[To be inserted]

ANDERSON COUNTY
ORDINANCE NO. 2021-068

AN ORDINANCE AUTHORIZING (1) THE CONVERSION AND RE-DOCUMENTATION OF THAT CERTAIN LEASE AGREEMENT BETWEEN ANDERSON COUNTY, SOUTH CAROLINA (THE "COUNTY") AND A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT STINGRAY, ACTING FOR ITSELF, ONE OR MORE AFFILIATES, AND/OR OTHER PROJECT SPONSORS, INCLUDING ALL INCENTIVE ARRANGEMENTS SET FORTH THEREIN, PERTAINING TO CERTAIN EXISTING FACILITIES LOCATED WITHIN THE COUNTY; (2) THE EXECUTION AND DELIVERY OF ONE OR MORE AGREEMENTS, INSTRUMENTS, AND OTHER DOCUMENTS IN CONNECTION WITH SUCH CONVERSION AND RE-DOCUMENTATION; AND (3) OTHER MATTERS RELATING THERETO.

WHEREAS, Anderson County, South Carolina (the "County"), acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the "Code"), and particularly Title 4, Chapter 12 of the Code (the "Streamlined FILOT Act") and Title 12, Chapter 44 of the Code (the "Simplified FILOT Act"), together with Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; and, (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments, including, but not limited to, negotiated FILOT payments made pursuant to the Streamlined FILOT Act or the Simplified FILOT Act, as the case may be, with respect to a project; and

WHEREAS, pursuant to the Streamlined FILOT Act, a Resolution duly adopted by the Council on September 1, 1998, and Ordinances duly enacted by the Council on or about May 1, 1999 and December 20, 2013, Reliance Electric Industrial Company, then a Delaware corporation ("Reliance"), and the County did previously enter into an Inducement and Millage Rate Agreement, as executed by the County on September 1, 1998 and by Reliance on November 29, 1998, and a Lease Agreement, dated as of May 1, 1999, as evidenced by that certain Memorandum of Lease and Option to Purchase, dated as of May 1, 1999 and recorded in the Office of the Register of Deeds for Anderson County, South Carolina on August 16, 1999 in Book 03468 at Page 00217, as amended by one or more amendments, including, but not necessarily limited to, that certain First Amendment to Lease Agreement dated as of December 20, 2013, as evidenced by that certain Amended Memorandum of Lease and Option to Purchase, dated as of December 20, 2013 and recorded in the Office of the Register of Deeds for Anderson County, South Carolina on February 27, 2014 in Book 11288 at Page 00259 (collectively, as amended, the "Lease Agreement"), whereby, amongst other things, certain manufacturing and related facilities have been established in Anderson County, South Carolina (the "Project") and pursuant to which the County has agreed to accept certain negotiated FILOT ("Negotiated FILOT") payments with respect to the Project in accordance with the Streamlined FILOT Act; and

WHEREAS, in connection with such arrangements, the County previously acquired title to the Project and, pursuant to the Lease Agreement and the Assignments (as hereinafter defined), the County has heretofore leased the Project to a company identified for the time being as Project Stingray (the “Company”) in order to provide the Company with the benefits of a Negotiated FILOT under the Streamlined FILOT Act; and

WHEREAS, pursuant to certain transactions by and between Reliance and ABB Motors and Mechanical Inc. (f/k/a Baldor Electric Company), a Missouri corporation (“ABB”), and related agreements, including, without limitation, that certain Agreement as to Assignment and Assumption of FILOT Agreements (Baldor Electric Company) by and between the County and ABB, dated as of December 20, 2013 (collectively, the “ABB Assignment”), ABB confirmed Reliance’s prior assignment to ABB, and ABB’s assumption of, all of Reliance’s right, title and interest in, to and under the Lease Agreement with respect to certain property comprising the Project; and

WHEREAS, pursuant to certain transactions by and between ABB and the Company, and related agreements, including, without limitation, that certain [_____ **Agreement**] by and between ABB and the Company, dated as of [_____, 2021] (collectively, the “Company Assignment” and together with the ABB Assignment, collectively, the “Assignments”), ABB did assign to the Company, and the Company did assume, all of ABB’s right, title and interest in, to and under the Lease Agreement with respect to the Project; and

WHEREAS, pursuant to Section 12-44-170(B) of the Simplified FILOT Act, the County and the Company have determined to (A) approve and ratify the Company Assignment as of the effective date of the Company Assignment set forth above; and (B) convert and re-document the Negotiated FILOT and other incentive arrangements specified in the Lease Agreement and, in connection therewith and pursuant to the Assignments, terminate the Lease Agreement pursuant to a Notice of Termination of Lease (the “Lease Termination”), together with all related documents in their entirety, and will replace all such documents with a Fee in Lieu of Tax and Incentive Agreement by and between the County and the Company with respect to the Project (the “Fee Agreement”); and

WHEREAS, the forms of each of the Lease Termination and Fee Agreement (collectively, the “Transaction Documents”) are presented to this meeting and are to be dated as of _____, 2021, or such other date or dates as the parties thereto may agree; and

WHEREAS, it appears that each of the Transaction Documents now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by the Council as follows:

Section 1. The County hereby approves and ratifies the Company Assignment as of the effective date of the Company Assignment set forth above.

Section 2. In accordance with the provisions of Section 12-44-170(B) of the Simplified FILOT Act, the County hereby approves the conversion and re-documentation of the above-referenced Negotiated FILOT arrangements applicable to the Project and, in connection therewith, the County hereby approves the termination of the Lease Agreement pursuant to the Lease Termination, together with all related documents in their entirety, and the replacement of all such documents with the Fee Agreement.

Section 3. The form, provisions, terms, and conditions of the Transaction Documents presented to this meeting and filed with the Clerk to Council are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Transaction Documents were set out in this Ordinance in their entirety. The Transaction Documents are to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same, upon advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Transaction Documents now before this meeting.

Section 4. The Chairman of the Council is hereby authorized, empowered, and directed to execute the Transaction Documents in the name and on behalf of the County; the Clerk to Council is hereby authorized and directed to attest the same; and the Chairman of the Council is further authorized, empowered, and directed to deliver the Transaction Documents to the Company. The Chairman of the Council and the Clerk to Council for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to the Transaction Documents, and to carry out the transactions contemplated thereby and by this Ordinance, including, but not limited to, the execution and delivery of any additional documents, instruments, or other agreements set forth in, or contemplated by, the Transaction Documents or this Ordinance, in form and substance as shall be approved by the official or officials of the County executing the same, upon advice of counsel.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 6. All ordinances, orders, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force upon adoption by the Council.

[End of Ordinance]

Enacted and approved, in meeting duly assembled, this ____ day of _____, 2021.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____

Tommy Dunn, Chairman of County Council

Anderson County, South Carolina

[SEAL]

ATTEST:

Rusty Burns, County Administrator

Anderson County, South Carolina

ATTEST:

Renee D. Watts, Clerk to County Council

Anderson County, South Carolina

APPROVED AS TO FORM:

Leon Harmon, County Attorney

Anderson County, South Carolina

First Reading: October 19, 2021

Second Reading: November 16, 2021

Public Hearing: _____, 2021

Third Reading: _____, 2021

DRAFT 11/12/2021

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

by and between

ANDERSON COUNTY, SOUTH CAROLINA

and

PROJECT STINGRAY

Dated as of [____], 2021

This Fee in Lieu of Tax and Incentive Agreement converts and re-documents the incentive arrangements set forth in that certain Lease Agreement by and among Anderson County, South Carolina and a company identified for the time being as Project Stingray, dated as of May 1, 1999, as amended by one or more amendments including, but not necessarily limited to, that certain First Amendment to Lease Agreement, dated as of December 20, 2013.

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FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (this “Agreement”) dated to be effective as of [____], 2021, by and between ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), and a company identified for the time being as PROJECT STINGRAY (the “Company”).

W I T N E S S E T H:

WHEREAS, the County, acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 4, Chapter 12 of the Code (the “Streamlined FILOT Act”) and Title 12, Chapter 44 of the Code (the “Simplified FILOT Act”), together with Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; and (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments, including, but not limited to, negotiated FILOT payments made pursuant to the Streamlined FILOT Act or the Simplified FILOT Act, as the case may be, with respect to a project; and

WHEREAS, pursuant to the Streamlined FILOT Act, a Resolution duly adopted by the Council on September 1, 1998, and Ordinances duly enacted by the Council on or about May 1, 1999 and December 20, 2013, the County and Reliance Electric Industrial Company, then a Delaware corporation (“Reliance”), entered into that certain Inducement and Millage Rate Agreement, as executed by the County on September 1, 1998 and by Reliance on November 29, 1998, and that certain Lease Agreement, dated as of May 1, 1999, as evidenced by that certain Memorandum of Lease and Option to Purchase, dated as of May 1, 1999 and recorded in the Office of the Register of Deeds for Anderson County, South Carolina on August 16, 1999 in Deed Book 03468 at Page 00217, as amended by one or more amendments including, but not necessarily limited to, that certain First Amendment to Lease Agreement dated as of December 20, 2013, as evidenced by that certain Amended Memorandum of Lease and Option to Purchase, dated as of December 20, 2013 and recorded in the Office of the Register of Deeds for Anderson County, South Carolina on February 27, 2014 in Book 11288 at Page 00259 (collectively, as amended, the “Lease Agreement”), whereby, amongst other things, certain manufacturing and related facilities have been established in Anderson County, South Carolina (the “Project”) and pursuant to which the County has agreed to accept certain negotiated FILOT (“Negotiated FILOT”) payments with respect to the Project in accordance with the Streamlined FILOT Act; and

WHEREAS, in connection with such arrangements, the County previously acquired title to the Project and, pursuant to the Lease Agreement and the Assignments (as hereinafter defined), the County has heretofore leased the Project to the Company in order to provide the Company with

the benefits of a Negotiated FILOT under the Streamlined FILOT Act; and

WHEREAS, pursuant to certain transactions by and between Reliance and ABB Motors and Mechanical Inc. (f/k/a Baldor Electric Company), a Missouri corporation (“ABB”), and related agreements, including, without limitation, that certain Agreement as to Assignment and Assumption of FILOT Agreements (Baldor Electric Company) by and between ABB and the County, dated as of December 20, 2013 (collectively, the “ABB Assignment”), ABB confirmed Reliance’s prior assignment to ABB, and ABB’s assumption of, all of Reliance’s right, title and interest in, to and under the Lease Agreement with respect to certain property comprising the Project; and

WHEREAS, pursuant to certain transactions by and between ABB and the Company, and related agreements, including, without limitation, that certain [_____ **Agreement**] by and between ABB and the Company, dated as of [_____, 2021] (collectively, the “Company Assignment” and together with the ABB Assignment, collectively, the “Assignments”), ABB did assign to the Company, and the Company did assume, all of ABB’s right, title and interest in, to and under the Lease Agreement with respect to the Project; and

WHEREAS, pursuant to Section 12-44-170(B) of the Simplified FILOT Act, the County and the Company have determined to convert and re-document the Negotiated FILOT and other incentive arrangements specified in the Lease Agreement and, in connection therewith, (i) the County did previously convey to the Company its right, title and interest in and to the real property portion of the Project pursuant to the Deed (as hereinafter defined), (ii) the County did previously convey to the Company its right, title and interest in and to the personal property portion of the Project, including, but not limited to, machinery and equipment, pursuant to the Bill of Sale (as hereinafter defined), and, simultaneously with the execution and delivery of this Agreement, (iii) the County and the Company will terminate the Lease Agreement pursuant to the Lease Termination Notice (as hereinafter defined), and (iv) the County and the Company will replace the Lease Agreement and all documents related thereto in their entirety with this Agreement; and

WHEREAS, the County has determined that it is in the best interests of the County to enter into this Agreement with the Company, subject to the terms and conditions set forth herein, and, by Ordinance No. 2021-068 enacted by the Council on [_____, 2021], approve and ratified the Company Assignment as of the effective date of the Company Assignment set forth above, approved the form, terms and conditions of this Agreement, and ratified all prior actions taken with respect to the Project.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, the above recitals which are incorporated herein by reference, the ongoing investment by the Company in the Project, which contributes to the tax base and the economic welfare of the County, the respective representations and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

ARTICLE II

DEFINITIONS

Section 7. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

“ABB” shall have the meaning set forth in the recitals of this Agreement.

“Act” shall mean, collectively, the Streamlined FILOT Act and the Simplified FILOT Act.

*“Administration Expenses” shall mean the reasonable and necessary expenses incurred by the County in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions, including reasonable and necessary attorney’s fees at the hourly rates which are standard for the applicable legal services to the County, but excluding any expenses incurred by the County in defending either challenges to the incentives provided herein by third parties or suits brought by the Company under **Section 9.04** hereof; provided, however, that no such expense shall be considered an Administration Expense unless the Company, or other Sponsor or Sponsor Affiliate, required to pay such expense hereunder is provided a statement of all such expenses incurred and provided, further, that nothing herein shall be construed as prohibiting the County from engaging the counsel of its choice for matters deemed necessary and prudent by the County.*

“Affiliate” shall mean any corporation, limited liability company, partnership or other Person or entity which now or hereafter directly or indirectly owns all or part of the Company or which is now or hereafter owned directly or indirectly in whole or in part by the Company or by any partner, shareholder or owner of the Company, and shall also include any subsidiary, affiliate or other Person, individual, or entity who now or hereafter bears a relationship to the Company, as described in Section 267(b) of the Internal Revenue Code.

“Agreement” shall mean this Fee in Lieu of Tax and Incentive Agreement as originally executed to convert and re-document the incentive arrangements set forth in the Lease Agreement and as from time to time supplemented or amended as permitted herein.

“Bill of Sale” shall mean that certain Quitclaim Bill of Sale by the County to ABB, dated as of _____, 2021.

“Code” shall mean the Code of Laws of South Carolina 1976, as amended, unless the context clearly requires otherwise.

“Company” shall mean a company identified for the time being as Project Stingray.

“County” shall mean Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State, and its successors and assigns.

“Council” shall mean the governing body of the County and its successors.

“Deed” shall mean that certain SC Deed of Real Property (Quitclaim) by the County to ABB, dated as of _____, 2021 and recorded in the Office of the Register of Deeds for the County on _____, 2021 in Book _____, Page _____.

“Deficiency Payment” shall have the meaning set forth in **Section 6.01(e)** hereof.

“Department of Revenue” shall mean the South Carolina Department of Revenue and any successor thereof.

“Event of Default” shall mean an Event of Default, as set forth in **Section 9.01** hereof.

“FILOT” shall mean fee in lieu of *ad valorem* property taxes.

“Investment Period” shall mean the period for completion of the Project as originally set forth in the Lease Agreement, such period commencing on **[December 31, 1999]** and ending on the fifth (5th) anniversary of the end of the Property Tax Year in which the Lease Agreement has been executed, which the parties hereto acknowledge and agree to be **[December 31, 2004]**, all in accordance with the Streamlined FILOT Act.

“Land” shall mean the land upon which the Project has been acquired, constructed and equipped, as described in **Exhibit A** attached hereto, as **Exhibit A** may be revised, modified, or supplemented from time to time in accordance with the provisions hereof.

“Lease Agreement” shall mean, collectively, that certain Lease Agreement between the County and the Company, dated as of May 1, 1999, as evidenced by that certain Memorandum of Lease and Option to Purchase, dated as of May 1, 1999 and recorded in the Office of the Register of Deeds for Anderson County, South Carolina on August 16, 1999 in Book 03468 at Page 00217, as amended by one or more amendments, including, but not necessarily limited to, that certain First Amendment to Lease Agreement, dated as of December 20, 2013, as evidenced by that certain Amended Memorandum of Lease and Option to Purchase, dated as of December 20, 2013 and recorded in the Office of the Register of Deeds for Anderson County, South Carolina on February 27, 2014 in Book 11288 at Page 00259.

“Lease Termination Notice” shall mean that certain Notice of Termination of Lease by and between the County and the Company, dated as of _____, 2021.

“Negotiated FILOT” or *“Negotiated FILOT Payments”* shall mean the FILOT payments due pursuant to **Section 6.01** hereof with respect to that portion of the Project consisting of Negotiated FILOT Property qualifying under the Simplified FILOT Act for the negotiated assessment ratio and millage rate or rates described in **Section 6.01(b)(ii)** hereof.

“Negotiated FILOT Property” shall mean all Project property qualifying for the Negotiated FILOT as “economic development property” within the meaning of Section 12-44-30(6) of the Simplified FILOT

Act, including, without limitation, each item of real and tangible personal property comprising the Project which has been placed in service during the Investment Period and which meets the requirements of Sections 12-44-30(6) and 12-44-40(C) of the Simplified FILOT Act, together with all Replacement Property, but excluding any Non-Qualifying Property and any Released Property.

“Non-Qualifying Property” shall mean that portion of the real and personal property located on the Land, which does not qualify as Negotiated FILOT Property, such Non-Qualifying Property to include: (i) the Land; (ii) except as to Replacement Property, property which the Company places in service after the end of the Investment Period; and (iii) any other property which fails or ceases to qualify for Negotiated FILOT Payments under the Simplified FILOT Act or under this Agreement, including without limitation property as to which the Company has terminated the Negotiated FILOT pursuant to **Section 5.01(d)(iii)** hereof.

“Person” shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

“Project” shall mean: (i) all buildings, structures, fixtures and other real property improvements constructed on the Land; (ii) all machinery, equipment, furnishings and other personal property acquired by or on behalf of the Company for use on or about the Land; and (iii) any Replacement Property; provided, however, except as to Replacement Property, the term Project shall be deemed to include any such real property improvements and personal property only to the extent placed in service during the Investment Period.

“Property Tax Year” shall mean the annual period which is equal to the fiscal year of the Company, *i.e.*, the annual period ending on **[December 31]** of each year.

“Released Property” shall include property which was initially Negotiated FILOT Property but which is scrapped, sold, disposed of, or released from this Agreement by the Company pursuant to **Section 5.01(d)** hereof and Section 12-44-50(B) of the Simplified FILOT Act, any portion of the Negotiated FILOT Property constituting infrastructure which the Company dedicates to the public use within the meaning of Section 12-6-3420(C) of the Code, or property which is damaged, destroyed, or taken by process of eminent domain and not restored or replaced.

“Replacement Property” shall mean all property placed in service on the Land in substitution of, or as replacement for, any Negotiated FILOT Property which becomes Released Property, regardless of whether such property serves the same function as the property it replaces and regardless of whether more than one piece of such property replaces a single piece of the Negotiated FILOT Property, to the maximum extent that such property may be included in the calculation of the Negotiated FILOT pursuant to **Section 6.01(d)** hereof and Section 12-44-60 of the Simplified FILOT Act.

“Simplified FILOT Act” shall mean Title 12, Chapter 44 of the Code.

“State” shall mean the State of South Carolina.

“Streamlined FILOT Act” shall mean Title 4, Chapter 12 of the Code.

“Term” shall mean the term of this Agreement, as set forth in **Section 8.01** hereof.

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the Simplified FILOT Act.

Section 8. References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Section 9. Representations and Warranties by County. The County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the Council, the County has duly authorized the execution and delivery of this Agreement and has duly approved the Negotiated FILOT set forth herein, as well as any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby.

(b) The County has determined the Project will subserve the purposes of the Simplified FILOT Act and has made all other findings of fact required by the Simplified FILOT Act in connection with the undertaking of the arrangements set forth herein.

(c) This Agreement has been duly authorized, executed and delivered on behalf of the County. The authorization, execution, and delivery of this Agreement and the performance by the County of its obligations hereunder will not, to the best knowledge of the County, conflict with or constitute a breach of, or a default under, any State law, court or administrative regulation, decree, order, provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any material agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound, nor, to the best knowledge of the County, any existing law or the provisions of the Constitution of the State.

(d) To the best knowledge of the County, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, any of which, to the best knowledge of the County, could materially adversely affect this Agreement or

which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

Section 10. Representations and Warranties by Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a [] validly existing and in good standing under the laws of [] and is authorized to do business in the State of South Carolina, has all requisite power to enter into this Agreement and to carry out its obligations hereunder, and by proper action has been duly authorized to execute and deliver this Agreement. The Company's fiscal year end is **[December 31]** and the Company will notify the County of any changes in the fiscal year of the Company.

(b) The Company intends to operate the Project as facilities for the purpose of [] and related activities.

(c) The agreement with the County with respect to the Negotiated FILOT was a factor in inducing the Company to locate the Project within the County and the State.

(d) To the best knowledge of the Company, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which would materially adversely affect this Agreement or which would, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

ARTICLE IV

RE-DOCUMENTATION

Section 11. Replacement of Lease and Related Documents. The Company and the County hereby agree and acknowledge that, from and after the execution and delivery of this Agreement: (i) this Agreement shall replace the Lease Agreement and all agreements or other instruments in connection therewith in their entirety and as to all matters pertaining to the incentives applicable to the Project; and (ii) the Simplified FILOT Act and this Agreement shall govern the Negotiated FILOT arrangements pertaining to the Project. In furtherance of such replacement, the parties hereto agree that the Lease Agreement and each instrument or agreement related thereto, if any, are hereby terminated and the parties' obligations under the Lease Agreement and each such instrument or agreement related thereto, if any, are deemed fully discharged. The County covenants and agrees to take such further steps and to execute and deliver such further instruments, agreements or other documents as shall be reasonably required and/or requested by the Company to evidence or confirm such termination, including, but not limited to, the Lease Termination Notice.

Section 12. Conveyance of Project by the County to the Company and by ABB to the Company. Prior to the execution and delivery of this Agreement, the County, (i) by the Deed, re-conveyed, to ABB, the Land and all buildings, structures, fixtures and other real property improvements constructed on the Land, whether or not comprising the Project, and (ii) by the Bill of Sale, re-conveyed, to ABB, all machinery, equipment, furnishings and other personal property acquired by or on behalf of ABB for use on or about the Land, whether or not comprising the Project, all of which, prior to the effective dates of the Deed and Bill of Sale, was titled in the County pursuant to the terms of the Lease Agreement. The County covenants and agrees to take such further steps and to execute and deliver such further instruments, agreements or other documents as shall be reasonably required and/or requested by the Company to evidence or confirm such re-conveyance. Following the above-referenced conveyances, and prior to the execution and delivery of this Agreement, ABB, (i) by _____, conveyed, to the Company, the Land and all buildings, structures, fixtures and other real property improvements constructed on the Land, whether or not comprising the Project, and (ii) by _____, conveyed, to the Company, all machinery, equipment, furnishings and other personal property acquired by or on behalf of ABB for use on or about the Land, whether or not comprising the Project.

ARTICLE V

COVENANTS OF COUNTY

Section 13. Agreement to Accept Negotiated FILOT Payments. The County hereby agrees to accept Negotiated FILOT Payments in accordance with the provisions of **Section 6.01** hereof in lieu of *ad valorem* taxes with respect to that portion of the Project consisting of Negotiated FILOT Property until this Agreement expires or is sooner terminated.

Section 14. Commensurate Benefits. The parties hereto acknowledge the intent of this Agreement, in part, is to afford the Company the benefits specified in this Article IV in consideration of the Company's decision to locate the Project within the County, and this Agreement has been entered into in reliance upon the enactment of the Simplified FILOT Act and the County's compliance with the requirements thereof. In the event that a court of competent jurisdiction holds that the Simplified FILOT Act is, in whole or in part, unconstitutional or this Agreement or agreements similar in nature to this Agreement are invalid or unenforceable in any material respect, or should the Company determine there is a reasonable doubt as to the validity or enforceability of this Agreement in any material respect, then, at the request of the Company, the County agrees to use its best efforts, and to take such other steps as may be necessary, to extend to the Company the intended benefits of this Agreement, including, but not limited to, the Negotiated FILOT, and agrees, if requested by the Company, to enter into a lease purchase agreement with the Company pursuant to Section 12-44-160 of the Simplified FILOT Act. The Company acknowledges, if a court of competent jurisdiction holds all or part of the Simplified FILOT Act is unconstitutional or otherwise illegal, the Simplified FILOT Act currently provides that the Company must transfer the Negotiated FILOT Property to the County within one hundred eighty (180) days following such determination in order for the Negotiated FILOT benefits to continue to apply to such property. In any such lease purchase agreement referenced above, the

County, upon the conveyance of title to such property to the County at the expense of the Company, agrees to lease such property to the Company. At the end of the term of any such lease purchase agreement, and upon payment of all outstanding obligations incurred under such lease purchase agreement, the Company shall have the option to purchase such property from the County for Ten Dollars (\$10.00).

Section 15. Indemnification Covenants.

(a) Notwithstanding any other provisions in this Agreement or in any other agreements between the Company and the County, (a) the Company shall agree to indemnify, defend, and save the County, its Council members, elected officials, officers, employees, servants and agents (collectively, the "Indemnified Parties"), harmless against and from all claims brought against the Indemnified Parties by or on behalf of any third party person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project during the Term (regardless of when such claim is asserted), and, the Company further, shall indemnify, defend, and save the Indemnified Parties harmless against and from all claims brought against the Indemnified Parties arising during the Term (regardless of when such claim is asserted) from (i) any condition of the Project, (ii) any breach or default on the part of the Company in the performance of any of its obligations under this Agreement, (iii) any act of negligence of the Company, or of any agents, contractors, servants, employees or licensees, (iv) except in such cases where the County has released the Company pursuant to **Section 6.01** hereof, any act of negligence of any assignee or lessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of Company, (v) any environmental violation, condition, or effect. The Company shall indemnify and save the Indemnified Parties harmless from and against all reasonable costs and expenses incurred by the Indemnified Parties in connection with defending against any such claim arising as aforesaid or in connection with defending against any action or proceeding brought thereon, and upon notice from the Indemnified Parties, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County, which acceptance shall not be unreasonably withheld, conditioned or delayed.

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability during the Term of the Project by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the granting of the Negotiated FILOT, by reason of the execution of this Agreement, by reason of the performance of any act requested of it by the Company, or by reason of the operation of the Project by the Company, nevertheless, if the County, its agents, officers or employees should incur any such pecuniary liability during the Term of this Agreement, then in such event the Company shall indemnify, defend, and hold them harmless against all claims by or on behalf of any third party person, firm or corporation, arising out of the same, and all reasonable costs and expenses incurred in connection with defending against any such claim or in connection with defending against any such action or proceeding brought thereon, and upon reasonable notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County, which acceptance shall not be unreasonably withheld, conditioned or delayed.

(c) The above-referenced indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after the delivery of this Agreement which the County is requested to sign on behalf of the Company, if any, with respect to the Expansion Project,

and any other indemnification covenants in any such subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

(d) No termination of this Agreement pursuant to any provision elsewhere in this Agreement shall relieve the Company of its duties and obligations to make the payments required by this **Section 4.03**, all of which duties and obligations shall survive any such termination.

ARTICLE VI

COVENANTS OF THE COMPANY

Section 16. Investment in Project.

(a) The Company covenants and the County hereby agrees and acknowledges, that any and all investment requirements with respect to the Project heretofore required by the Lease Agreement and any agreements, instruments, and other documents related thereto, as well as those investment requirements set forth in the Act, have been satisfied and that the Company is currently in compliance with all requirements and obligations set forth in the Lease Agreement and any agreements, instruments, and other documents related thereto.

(b) Aggregate investment in the Project shall generally be determined by reference to the property tax returns of the Company filed with respect to the Project, including without limitation, the Company's SCDOR PT-300 or such comparable forms as the Department of Revenue may provide in connection with projects under the Act, without regard to depreciation or other diminution in value.

(c) Subject to the provisions of **Sections 5.04** and **7.01** hereof, the Company shall retain title to, or other property rights in, the Project throughout the Term of this Agreement, and the Company shall have full right to mortgage, lease, or encumber all or any portion of the Project, including without limitation, in connection with any financing transactions, all without the consent of the County.

(d) The Company shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(1) The Company may, at its own expense, add to the Project all such real and personal property as the Company, in its discretion, deems useful or desirable, including, without limitation, Negotiated FILOT Property, without any limit as to the amount thereof.

(2) Subject to the provisions of **Section 6.01(f)(ii)** hereof, in any instance when the Company, in its discretion, determines any property

included in the Project, including without limitation, any Negotiated FILOT Property, has become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company may remove such property from the Project and sell, trade in, exchange, or otherwise dispose of such property as a whole or in part without the consent of the County.

(3) The Company may, at any time and in its discretion by written notice to the County, remove any Project property including, but not limited to, Negotiated FILOT Property, real or personal, from the Project or from the provisions of this Agreement, including, but not limited to, the Negotiated FILOT arrangement set forth in this Agreement, and retain such property for use as part of its operations in the County, whether or not such property remains as part of the Project, and effective as of the date of any such removal, such property will be subject to *ad valorem* taxes; provided, that, any such notice requirement may be, but shall not be required to be, satisfied by property tax returns filed with respect to the Project and any other such property, including without limitation, the Company's SCDOR PT-300 or such comparable forms as the Department of Revenue may provide in connection with projects under the Act, and in such event, any such removal reflected by any such return shall be deemed to be effective as of the date of such removal.

(4) If the Company sells, leases, or otherwise disposes of any portion of, or adds to, the Land, or removes any portion of the Land from the Project while retaining such property for use as part of its operations in the County, all as permitted herein, the Company shall deliver to the County a revised **Exhibit A** to this Agreement or supplements to **Exhibit A** reflecting any such addition, disposal or removal and such revised or supplemented **Exhibit A** shall, effective as of the date of any such transaction, addition, disposal, or removal, be automatically made a part of this Agreement without further action or proceedings by the County or the Council; provided, that any requirement to provide such schedules or supplements to the County may be satisfied by property tax returns filed with respect to the Project and any other such property, including without limitation, the Company's SCDOR PT-300 or such comparable forms as the Department of Revenue may provide in connection with projects under the Act, and in such event, any such addition, disposal, or removal reflected by any such return shall be automatically deemed effective as of the date of any such addition, disposal, or removal.

(5) All Negotiated FILOT Property sold or otherwise disposed of under this Section shall be deemed Released Property for purposes of this Agreement.

Section 17. Payment of Administration Expenses. The Company will reimburse, or cause reimbursement of, the County from time to time for the County's Administration Expenses incurred in the fulfillment of its obligations hereunder, or in the implementation of this Agreement's terms and provisions promptly upon written request therefor, but in no event later than forty-five (45) days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the Project or the incentives authorized by this Agreement, and, aside from the attorneys' fees set forth below, the County anticipates no out-of-pocket expenses in connection with this Agreement, the Lease Termination Notice, the Deed, the Bill of Sale, and the transactions authorized hereby. The parties hereto understand that the County has incurred, and will incur, legal fees and other expenses for review of such documentation and all resolutions, ordinances and other documentation related thereto in an amount not to exceed \$5,000.

Section 18. Use of Project for Lawful Activities. During the Term of this Agreement, the Company may use the Project as it deems fit for any lawful purpose.

Section 19. Maintenance of Existence. Except in the event the resulting, surviving or transferee entity is the Company or an Affiliate of the Company, as to which such consolidation, merger, or transfer, the County hereby preapproves and consents, unless the County shall provide prior consent or subsequent ratification otherwise, which consent or ratification shall not be unreasonably withheld, conditioned, or delayed, the Company covenants that it will maintain its separate existence and will not dissolve or consolidate with, merge into or transfer, or otherwise dispose of substantially all of its property to any other entity or permit one or more other entities to consolidate with or merge into it or purchase substantially all of its property unless:

(a) the Company shall be the continuing business entity, or the business entity formed by such consolidation or into which the Company is merged or the entity which acquires by conveyance or transfer all or substantially all of the Company's assets shall: (i) be an entity organized and existing under the laws of the United States of America or any state thereof or the District of Columbia and qualified to do business in the State; (ii) have a net worth equal to or greater than the net worth of the Company immediately preceding the date of such merger, consolidation or transfer; and (iii) expressly and unconditionally assume, by written agreement supplemental hereto and acceptable to the County as to form and content, in its reasonable discretion, every payment obligation of the Company herein and the performance of every covenant of this Agreement on the part of the Company to be performed or observed; and

(b) immediately after giving effect to such transaction, no Event of Default, and no event, which, after notice or lapse of time or both, would become an Event of Default, shall have happened and be continuing; and

(c) the Company shall have delivered to the County (i) a certificate of a duly authorized officer of the Company, accompanied by financial statements of the surviving company (if other than the Company) showing compliance with the net worth requirements

specified in paragraph (a) above and (ii) an opinion of counsel for the Company or counsel to the transferee company stating that such consolidation, merger, conveyance or transfer and such supplement to this Agreement comply with this Section and that all conditions precedent herein provided for relating to such transaction have been complied with.

Upon any consolidation or merger or any conveyance or transfer of all or substantially all of any Company's assets in accordance with this **Section 5.04**, the successor entity formed by such consolidation or into which the Company is merged or to which such conveyance or transfer is made, shall succeed to, and be substituted for, and may exercise every right and power of the Company under this Agreement with the same effect as if such successor entity had been named as a Company herein, and thereafter the Company shall be relieved of all obligations and covenants under this Agreement.

If a consolidation, merger or conveyance or transfer is made as permitted by this Section, the provisions of this Section shall continue in full force and effect and no further consolidation, merger or conveyance or transfer shall be made except in compliance with the provisions of this **Section 5.04**.

The Company acknowledges transfers of this Agreement or the Negotiated FILOT Property may cause the Negotiated FILOT Property to become ineligible for a Negotiated FILOT or result in penalties under the Simplified FILOT Act absent compliance by the Company with the Transfer Provisions.

Section 20. Records and Reports. The Company will maintain, or cause to be maintained, such books and records with respect to the Project as will permit the identification of those portions of the Project it has placed in service during the Investment Period, the amount of investment with respect thereto, and any computations of Negotiated FILOT Payments made by the Company hereunder, and will comply with all reporting requirements of the State and the County applicable to Negotiated FILOT Property under the Simplified FILOT Act, including without limitation the reports required by Section 12-44-90 of the Simplified FILOT Act (collectively, "Filings"); provided, however, that the parties hereto hereby waive in its entirety the requirement under Section 12-44-55 of the Simplified FILOT Act for a recapitulation of the terms of this Agreement. In addition, the following records shall be provided to the County:

(a) Upon direction of the governing body of the County, a County Official may request and obtain such financial books and records from the Company that support the Negotiated FILOT returns of the Company as may be reasonably necessary to verify the calculations of the Negotiated FILOT Payments by the Company. For purposes of this Agreement, the term "County Official" shall include the Administrator, Auditor, Assessor, or Treasurer of the County.

(b) Each year during the Term hereof, the Company shall deliver to the County Auditor, the County Assessor and the County Treasurer of the County a copy of any form

or return it files with the Department of Revenue with respect to the Project at the same time as delivery thereof to the Department of Revenue.

(c) The Company shall cause a copy of this Agreement, as well as a copy of the completed Form PT-443 required by the Department of Revenue, to be filed within thirty (30) days after the date of original execution and delivery hereof with the County Auditor, the County Assessor and the County Treasurer of the County and with the Department of Revenue and shall update such Form PT-443 from time to time to the extent that the information therein is no longer accurate.

Notwithstanding any other provision of this Section, the Company may, by clear, written designation, conspicuously marked, designate with respect to any Filings or other documents or information delivered to the County segments thereof that the Company believes contains proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, and unless the County has provided at least fifteen (15) days advance written notice to the Company of such proposed release, the County shall not knowingly and voluntarily release any Filing, documents, or other information provided to the County by the Company in connection with the Project, whether or not such information has been designated as confidential or proprietary by the Company.

ARTICLE VII

FEES IN LIEU OF TAXES

Section 21. Payment of Fees in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Simplified FILOT Act, the parties hereto hereby agree, during the Term hereof, that there shall be due annually with respect to that portion of the Project constituting Negotiated FILOT Property a Negotiated FILOT Payment calculated as set forth in this Section, at the places, in the manner and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes. Negotiated FILOT Payments shall be due pursuant to current Code requirements on January 15 following the year in which the County adds Negotiated FILOT Property to its tax rolls. It is anticipated that the initial Negotiated FILOT Payment payable under this Agreement with respect to the Project shall, as a continuation of the Negotiated FILOT payments under the Lease Agreement, be due and payable on **[January 15, 2023]**.

(b) Subject to adjustment pursuant to the provisions of this **Section 6.01**, the Negotiated FILOT shall be calculated each year in accordance with the following provisions:

(1) For each annual increment of investment in Negotiated FILOT Property, the annual Negotiated FILOT Payments shall be payable for a payment period of thirty (30) years. Accordingly, if such Negotiated FILOT Property has been placed in service during more than one year, each year's

investment during the Investment Period shall be subject to the Negotiated FILOT for a payment period of thirty (30) years, up to an aggregate of thirty-five (35) years. For the avoidance of doubt, the Company and the County hereby agree and acknowledge that the Negotiated FILOT payment period set forth above is intended to be identical to the negotiated FILOT payment period set forth in the Lease Agreement immediately prior to its termination and replacement by this Agreement.

(2) The Negotiated FILOT shall be determined using: (1) an assessment ratio of 6%; (2) a millage rate of 217.70 mills, which millage rate was the applicable millage as of the original execution and delivery of the Lease Agreement, and which millage rate shall be fixed pursuant to Section 12-44-50(A)(1)(b)(i) of the Simplified FILOT Act for the full term of the Negotiated FILOT; and (3) the fair market value of such Negotiated FILOT Property as determined in accordance with Section 12-44-50(A)(1)(c) of the Simplified FILOT Act, which, for typical arm's length construction or acquisition, uses the original income tax basis for any real property without regard to depreciation or reassessment and the original income tax basis for any personal property less allowable depreciation (except depreciation due to extraordinary obsolescence); provided, however, that the Company and the County may agree at a later date to amend this Agreement as to Negotiated FILOT Property owned by the Company so as to determine the fair market value of any such real property in accordance with any other method permitted by the Simplified FILOT Act.

(3) All such calculations shall take into account all deductions for depreciation or other diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the five-year exemption from County taxes allowed for certain manufacturing, distribution, corporate headquarters and research and development facilities pursuant to Section 3(g) of Article X of the Constitution of the State and Sections 12-37-220(B)(32) and (34) of the Code; provided, however, the Company shall not be entitled to extraordinary obsolescence with respect to Negotiated FILOT Property as set forth in Section 12-44-50(A)(1)(c)(ii) of the Simplified FILOT Act.

(4) For purposes of calculating the Negotiated FILOT, the Negotiated FILOT Property shall not include any Released Property or Non-Qualifying Property.

(c) The Negotiated FILOT Payments are to be recalculated:

(1) to reduce such payments in the event the Company disposes of any part of the Negotiated FILOT Property within the meaning of Section 12-

44-50(B) of the Simplified FILOT Act and as provided in **Section 5.01(d)(ii)** hereof, by the amount applicable to the Released Property;

(2) to reduce such payments in the event that the Negotiated FILOT Property or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings or otherwise removed from the Project as a result of circumstances beyond the control of the Company;

(3) to increase such payments in the event the Company adds any Negotiated FILOT Property (other than Replacement Property) to the Project; or

(4) to adjust such payments if the Company elects to convert any portion of the Negotiated FILOT Property from the Negotiated FILOT to *ad valorem* taxes, as permitted by **Section 5.01(d)(iii)** hereof.

(d) Upon installation or placing in service of any Replacement Property for any Released Property, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by the Simplified FILOT Act, subject to the following rules:

(1) Such Replacement Property does not have to serve the same function as the Released Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the Negotiated FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Released Property which it is replacing in the same Property Tax Year. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Released Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement Property is entitled to the Negotiated FILOT Payments for the remaining portion of the Negotiated FILOT Payment period set forth in **Section 6.01(b)(i)** hereof applicable to the Released Property

(2) The Company shall maintain, or cause to be maintained, records sufficient to identify all Replacement Property it places in service, and the Negotiated FILOT Payments with respect thereto shall be calculated using the millage rate and assessment ratio provided on the property it is replacing.

(e) In the event that, for any reason, the Simplified FILOT Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of

the Project consisting of Negotiated FILOT Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Simplified FILOT Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under Title 4, Chapter 12 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder with respect to the portion of the Negotiated FILOT Property affected by such circumstances *ad valorem* taxes and that, to the extent permitted by law, the Company shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive all other tax credits which would be due if the Company was obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are subject to retroactive adjustment, then there shall be due and payable from the Company an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes together with interest on such deficiency as provided in Section 12-54-25(D) of the Code (a “Deficiency Payment”).

(f)

(1) As noted in **Section 5.01(a)** hereof, the Company certifies, and the County agrees and acknowledges, that the Company has met all statutory and contractual investment requirements with respect to the Project as of the original execution and delivery of this Agreement.

(2) In the event that, during the Term hereof, investment in the Project, without regard to depreciation or other diminution in value, falls below the investment level required to be maintained under the Simplified FILOT Act, then the Project shall prospectively be subject to *ad valorem* taxes, calculated as set forth in paragraph (e) above, in accordance with Section 12-44-140(C) of the Simplified FILOT Act.

(g) Except as otherwise set forth in this Agreement or as otherwise required by the Simplified FILOT Act, any amounts due to the County under this **Section 6.01** as a Deficiency Payment or other retroactive payment shall be paid within one hundred eighty (180) days following receipt by the Company of notice from the County that such a Deficiency Payment or other retroactive payment is due from the Company.

Section 22. Statutory Lien. The parties hereto acknowledge the County’s right to receive Negotiated FILOT Payments hereunder and that the County is entitled to and shall have a statutory lien with respect to the Project pursuant to Section 12-44-90(E) of the Simplified FILOT Act and Title 12, Chapter 54 of the Code relating to the collection and enforcement of *ad valorem* property taxes.

ARTICLE VIII

THIRD PARTY ARRANGEMENTS

Section 23. Conveyance of Liens and Interests; Assignment. The County agrees that the Company may at any time: (a) transfer all or any of its rights and interests hereunder or with respect to all or any part of the Project to any Person; or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of the Project, whereby the transferee in any such arrangement leases all or any portion of the Project to the Company or operates such assets for the Company or is leasing all or a portion of the Project from the Company. In the event of any such transfer, lease, financing, or other transaction described above, the rights and interests of the Company under this Agreement, including, without limitation, the benefits of the Negotiated FILOT, with respect to any Project property so transferred, leased, financed, or otherwise affected shall be so transferred and preserved, automatically, without further action of the County or the Council, subject to the following provisions: (i) except in connection with any transfer to an Affiliate of the Company, or transfers, leases, or financing arrangements pursuant to clause (b) above, as to all of which transfers and other transactions the County hereby pre-approves and consents, the Company shall obtain the prior consent or subsequent ratification of the County, which consent or subsequent ratification of the County shall not be unreasonably conditioned, withheld, or delayed; (ii) except when a financing entity which is the income tax owner of all or part of the Project property is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company hereunder, or when the County consents in writing or when the transfer relates to Released Property pursuant to **Section 5.01(d)** hereof, no such transfer shall affect or reduce any of the obligations of the Company hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make Negotiated FILOT payments hereunder, the transferee shall assume the then current basis of the Company (or prior transferee) in the Negotiated FILOT Property transferred; (iv) the Company, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue notice of any such transfer agreement; and (v) the Company and the transferee shall comply with all other requirements of the Transfer Provisions in order to preserve the benefits of the Negotiated FILOT.

Subject to County consent when required under this **Section 7.01**, and at the expense of the Company, the County agrees to take such further action and execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company under this Agreement and/or any release of the Company pursuant to this **Section 7.01**.

The Company acknowledges that any transfer of an interest under this Agreement or in the Negotiated FILOT Property may cause all or part of the Negotiated FILOT Property to

become ineligible for a Negotiated FILOT or result in penalties under the Simplified FILOT Act absent compliance by the Company with the Transfer Provisions.

ARTICLE IX

TERM; TERMINATION

Section 24. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement and ending at midnight on the day the last Negotiated FILOT Payment is made hereunder, which Negotiated FILOT Payment the County and the Company anticipate being due on or around January 15, [2036.]

Section 25. Termination. In addition to the termination rights of the County under **Section 9.02(a)** hereof, the County and the Company may jointly agree to terminate this Agreement at any time, or the Company, may, at its option, unilaterally terminate this Agreement at any time, with respect to all, or any portion, of the Project in which event such portion of the Project shall be subject to *ad valorem* taxes from the date of termination. Notwithstanding termination of this Agreement, the County shall have the same rights to receive payment for any retroactive *ad valorem* taxes, Deficiency Payments, interest or penalties, and the same enforcement rights with respect to such obligations as it would have with respect to *ad valorem* taxes, and the County's rights arising under **Section 6.01** hereof prior to the time of such termination shall survive any such termination.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 26. Events of Default. Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Company:

(a) if default shall be made in the due and punctual payment of any Negotiated FILOT Payments, which default shall not have been cured within sixty (60) days following receipt of written notice of such default from the County; or

(b) if default shall be made in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing paragraph (a), and such default shall continue for ninety (90) days after the County shall have given the Company written notice of such default; provided, the County may, in its discretion, grant the Company a longer period of time as necessary to cure such default if the Company proceeds with due diligence to cure such default; provided however, that no Event of Default shall exist under this Agreement during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Company has contested the occurrence of such default.

Notwithstanding anything herein to the contrary, failure to maintain any investment requirements, thresholds, or levels set forth in this Agreement shall not be deemed to be an Event of Default under this Agreement, but may terminate the Negotiated FILOT benefits hereunder or obligate the Company to make certain additional payments to the County, as set forth in **Section 6.01(f)(ii)** hereof.

Section 27. Remedies on Event of Default. Upon the occurrence of any Event of Default, the following remedies may be exercised by the County:

(a) the County may terminate this Agreement by delivery of written notice to the Company not less than sixty (60) days prior to the termination date specified therein;

(b) the County may have access to and inspect, examine, and make copies of the books and records of the Company pertaining to the construction, acquisition, or maintenance of the Project or calculation of the Negotiated FILOT as provided in **Section 5.05** hereof;

(c) the County may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce the County's rights hereunder, it being the express intent of the parties hereto that the County, without limitation, shall have the same remedies available by law to collect Negotiated FILOT Payments as if they were delinquent *ad valorem* tax payments, including execution upon the lien referred to in **Section 6.02** hereof.

Section 28. Defaulted Payments. In the event the Company should fail to make any of the payments required to be made by the Company under this Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid. If any such default relates to its obligations to make Negotiated FILOT Payments hereunder, the Company shall pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes, all as provided in Section 12-44-90 of the Simplified FILOT Act.

Section 29. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for *mandamus* or specific performance.

ARTICLE XI

MISCELLANEOUS

Section 30. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now

or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or by the Company of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company of any or all such other rights, powers, or remedies.

Section 31. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder; provided, however, that notwithstanding anything herein to the contrary, the County may not assign any or all of its rights, duties, and obligations in, to, and under this Agreement without the written consent of the Company, which consent may be provided by the Company in its sole discretion.

Section 32. Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or reputable courier service, to the following persons and addresses or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Anderson County
Attn: County Administrator
PO Box 8002
Anderson, South Carolina 29622

(b) with a copy (which shall not constitute notice) to:

Anderson County
Attn: County Attorney
PO Box 8002
Anderson, South Carolina 29622

(c) As to the Company:

Project Stingray
Attn: _____

(d) with a copy (which shall not constitute notice) to:

Nexsen Pruet, LLC
Attn: Tushar V. Chikhliker
1230 Main Street, Suite 700
Columbia, South Carolina 29201

Section 33. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. To the extent of any conflict between the provisions of this Agreement and the Simplified FILOT Act, the Simplified FILOT Act controls.

Section 34. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other and supersedes all prior and contemporaneous discussions of the parties hereto, whether oral or written, including, but not limited to, the Lease Agreement, and neither party hereto has made or shall be bound by any agreement or any warranty or representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof. Unless as otherwise expressly set forth herein, this Agreement will not confer any rights or remedies upon any Person other than the parties hereto and their respective successors and assigns as permitted hereunder.

Section 35. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 36. Headings and Table of Contents; References. The headings of this Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular Articles or Sections or paragraphs of this Agreement are references to the designated Articles or Sections or paragraphs of this Agreement.

Section 37. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 38. Amendments. Subject to the limitations set forth in Section 12-44-40(K)(2) of the Simplified FILOT Act, this Agreement may be amended, or the rights and interest of the parties hereto hereunder surrendered, only by a writing signed by both parties hereto.

Section 39. Waiver. Either party hereto may waive compliance by the other party hereto with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 40. Further Proceedings. The parties hereto intend any action to be taken hereinafter by the County pursuant to the express provisions of this Agreement may be undertaken by the Chairman of the Council without necessity of further proceedings. To the extent additional proceedings are required by law, however, the County agrees to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

[Execution Pages to Follow]

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Fee in Lieu of Tax and Incentive Agreement to be effective as of the date first written above.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____

Tommy Dunn, Chairman of County Council

Anderson County, South Carolina

[SEAL]

ATTEST:

Renee D. Watts, Clerk to County Council

Anderson County, South Carolina

APPROVED AS TO FORM:

Leon Harmon, County Attorney

Anderson County, South Carolina

[Signature Page to Fee in Lieu of Tax and Incentive Agreement]

PROJECT STINGRAY

By: _____

Name: _____

Its: _____

EXHIBIT A

LAND DESCRIPTION

[To be inserted]

TMS NO.: _____

Applicable Negotiated FILOT Millage Rate: 217.70 mills (**as of the original execution and delivery of the Lease Agreement*)

ORDINANCE NO. 2021-070

AN ORDINANCE AUTHORIZING THE TRANSFER OF REAL PROPERTY LOCATED AT 29 MCALISTER STREET, WILLIAMSTON, SOUTH CAROLINA (TMS NO. 245-18-01-035) TO THE TOWN OF WILLIAMSTON; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County currently owns a tract of real property (the “Property”) located at 29 McAlister Street within the Town limits of Williamston and further identified by Tax Map Number 245-18-01-035;

WHEREAS, Anderson County acquired the Property by Quitclaim Deed from Anderson Homes, LLC dated July 22, 2019 and recorded in the Register of Deeds office in Book 14012 at page 00133;

WHEREAS, Anderson Homes, LLC had acquired the property by a Tax Deed dated March 15, 2019, and recorded in the Register of Deeds Office in Book 13813 at page 00087;

WHEREAS, the property is currently in a state of disrepair and the Town of Williamston desires to obtain the property with plans to improve the appearance of and promote a better use of the Property consistent with land use in the area;

WHEREAS, Anderson County, South Carolina, acting by and through its County Council, is authorized under Title 4 of the Code of Laws of South Carolina, as amended, to lease, sell, or otherwise dispose of real and personal property.

NOW THEREFORE, be it ordained by the Anderson County Council in meeting duly assembled that:

1. The Anderson County Council hereby approves the transfer of the real property located at 29 McAlister Street; Williamston, South Carolina, TMS No.: 245-18-01-035 to the Town of Williamston for use for municipal purposes. The Chairman of County Council and the County Administrator are hereby authorized, empowered, and directed to execute,

acknowledge, and deliver all documents in the name of and on behalf of the County to carry out the transaction contemplated by this Ordinance, including without limitation deeds, affidavits, settlement statements, and other such documents necessary and appropriate to the transfer of the property.

2. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.

4. All Ordinances, Orders, Resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

5. This ordinance shall take effect and be in full force upon the Third Reading and Enactment by Anderson County Council.

ORDAINED in meeting duly assembled this _____ day of _____, 2021.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____

ORDINANCE NO. 2021-071

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND [PROJECT AARDVARK], WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE CREDITS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, ANDERSON COUNTY, SOUTH CAROLINA (the “*County*”), acting by and through its County Council (the “*County Council*”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “*FILOT Act*”), Title 4, Chapter 1 (the “*Multi-County Park Act*”), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide infrastructure credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County; through all such powers the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, PROJECT AARDVARK, a Delaware limited liability company (the “*Company*”) has represented that the Company has invested in excess of \$34,000,000 over the last five (5) years in improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property for its manufacturing facility currently located in the County (the “*Existing Property*”); and

WHEREAS, the Company intends to acquire, construct and install improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property for its manufacturing facility currently located in the County (collectively, the “*Project*”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$9,100,000 in the County and the expected creation by the Company of 10 new, full-time jobs at the Project, all the Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a “project” and “economic development property” as such terms are defined in the FILOT Act, and that the Project would serve the purposes of the FILOT Act; and

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause the Project, to the extent not already therein located, to be placed in a joint county industrial and business park (the “MCIP”) such that the Project will receive the benefits of the Multi-County Park Act; and

WHEREAS, the County has agreed to, among other things, (a) enter into a Fee in Lieu of Tax and Special Source Credit Agreement with the Company (the “*Fee Agreement*”), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the Company with respect to the Project, and (b) provide for certain infrastructure credits to be claimed by the Company against its payments of fees-in-lieu-

of taxes with respect to the Project and the Existing Property pursuant to Section 4-1-175 of the Multi-County Park Act; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement which the County proposes to execute and deliver; and

WHEREAS, it appears that the document above referred to, which is now before this meeting, is in appropriate form and are an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

NOW, THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. Based on information supplied by the Company, it is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a “project” and “economic development property” as said terms are referred to and defined in the FILOT Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;

(b) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(c) The Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

(d) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs and addition to the tax base of the County, are proper governmental and public purposes; and

(e) The benefits of the Project are anticipated to be greater than the costs.

Section 2. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Anderson County Auditor, Assessor and Treasurer. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the Chairman of County Council, upon advice of counsel, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. The Chairman of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County thereunder.

Section 4. All fee-in lieu of *ad valorem* taxes pursuant to the Fee Agreement received by the County for MCIP premises located in the County attributable to MCIP property added on and after November 16, 2020 shall be distributed, net of special source revenue credits provided by the County pursuant to Section 4-1-175 (“Net Park Fees”) as follows: First, 15% of

Net Park Fees shall be deposited to Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby, Second, 35% of Net Park Fees, and any surplus money under Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund of the County, and Third, remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an old *ad valorem* property tax in any of the areas comprising the County's portion of the MCIP in the same percentage as is equal to that taxing entity's percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

Section 5. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ENACTED in meeting duly assembled this 7th day of December, 2021.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

Attest:

By: _____
Rusty Burns, County Administrator
Anderson County, South Carolina

By: _____
_____, Clerk to Council
Anderson County, South Carolina

Approved as to form:

By: _____

Leon C. Harmon, County Attorney
Anderson County, South Carolina

First Reading:	November 2, 2021
Second Reading	November 16, 2021
Third Reading:	December 7, 2021
Public Hearing:	December 7, 2021

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of November 16, 2021, December 7, 2021, and December 21, 2021, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

_____, Clerk to County Council,
Anderson County, South Carolina

Dated: December ___, 2021

RESOLUTION NO. R2021-056

A RESOLUTION TO APPROVE AN INTERSECTION IMPROVEMENT AND CONTRIBUTION AGREEMENT BETWEEN BUC-EE'S SOUTH CAROLINA, LLC AND ANDERSON COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Buc-ee's South Carolina, LLC ("Buc-ee's") is the owner of real property in Anderson County and has plans to improve the property with a Travel Center;

WHEREAS, Anderson County desires to make and will benefit from certain roadway and transportation improvements in the vicinity of I-85 Exit No. 21;

WHEREAS, the proposed roadway improvements are in the vicinity of the Buc-ee's Travel Center; and

WHEREAS, Buc-ee's desires to contribute to the cost of roadway improvements.

NOW, THEREFORE, be it resolved by the Anderson County Council in meeting duly assembled that:

1. The Anderson County Council hereby approves the Intersection Improvement and Contribution Agreement (Exhibit I attached hereto) and authorize the Anderson County Administrator to execute the Agreement on behalf of Anderson County.
2. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.
3. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
4. This resolution shall take effect and be in force immediately upon enactment.

RESOLVED this ____ day of November, 2021, in meeting duly assembled.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman

Renee Watts
Clerk to County Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

Exhibit I

INTERSECTION IMPROVEMENT AND CONTRIBUTION AGREEMENT

THIS INTERSECTION IMPROVEMENT AND CONTRIBUTION AGREEMENT (the “Agreement”) is made by and between Buc-ee’s South Carolina, LLC (“Buc-ee’s”) and Anderson County, South Carolina, a political subdivision of the State of South Carolina (“County”).

RECITALS:

- A. Buc-ee’s is the owner of certain property in Anderson County, South Carolina more particularly described on Exhibit A attached hereto and made a part hereof (the “Buc-ee’s Property”). Buc-ee’s desires to improve the Buc-ee’s Property with a service/fuel station and retail shopping (the “Travel Center”).
- B. County desires to make and will benefit from certain roadway and transportation improvements in Anderson County, South Carolina as generally depicted on Exhibit B attached hereto and made a part hereof (the “Anderson County Roadway Improvements”).
- C. The Anderson County Roadway Improvements are in the general vicinity of the Travel Center, and the construction and/or operation of the Travel Center requires or will benefit from the Anderson County Roadway Improvements.
- D. Buc-ee’s desires to contribute to the cost of the Anderson County Roadway Improvements in order to help offset the burden placed on the resources of County to design and construct the Anderson County Roadway Improvements.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein for other good and valuable consideration, the parties do hereby stipulate and agree as follows:

1. Consultant and Other Costs. County will design or contract with the South Carolina Department of Transportation and/or other parties to design the Anderson County Roadway Improvements in substantial conformity to the general depiction thereof on Exhibit B attached hereto, with all such plans and specifications being in compliance with all applicable local, state and federal statutes, laws, codes and ordinances concerning or with respect to the design of the Anderson County Roadway Improvements.
2. Funds Deposit. Within fifteen (15) days after the parties execution of this Agreement, Buc-ee’s agrees to deposit with County the sum of One Million Dollars (\$1,000,000) (the “Contribution”) to be used to pay the costs provided for in paragraph 1 above. If County does not utilize the entire Contribution in accordance with paragraph 1 above within three (3) years from the date of this Agreement, then County shall promptly return the remaining balance thereof to Buc-ee’s with a detailed accounting.
3. Miscellaneous.

- (a) In the event of any litigation arising from this Agreement, the prevailing party, to the extent permitted by law, shall be entitled to its reasonable attorney's fees and court costs.
- (b) This Agreement supersedes all prior negotiations between the parties concerning matters addressed herein. The terms, conditions and requirements of this Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns.
- (c) This Agreement shall not be modified except in writing executed by each of the parties. The terms of this Agreement shall be construed in accordance with and governed by the laws of the State of South Carolina.
- (d) Each person executing this Agreement represents and warrants that he or she has been duly authorized by the party which he or she purports to represent to execute this Agreement, and has authority to bind said party to the terms and conditions of this Agreement.

Signatures on next page.

This Agreement is executed effective this ____ day of _____, 2021.

**ANDERSON COUNTY, SOUTH
CAROLINA, a political subdivision of the
State of South Carolina**

By: _____
Name: _____
Title: _____

Acknowledgment

STATE OF South Carolina)
) ss.
COUNTY OF)

The above and foregoing signature of _____, on behalf of
_____, was subscribed under oath before me this _____
day of _____, 20_____.

Witness my hand and official seal.

Notary Public

My commission expires: _____

BUC-EE'S:

Buc-ee's South Carolina, LLC

By: _____
Joe O'Leary, Vice President

Mailing Address: 327 FM 2004, Lake Jackson, TX 77566

Email: Legal@buc-ees.com Phone: 346-774-2260

Acknowledgment

STATE OF TEXAS)
) ss.
COUNTY OF)

The above and foregoing signature of Joe O'Leary, as Vice President on behalf of BUC-EE'S SOUTH CAROLINA, LLC, was subscribed under oath before me this _____ day of _____.

Witness my hand and official seal.

Notary Public

My commission expires: _____

Exhibit A
Exhibit B

Exhibit A

Property Description for Buc-ee's Property

200018812 7/21/2020 Bk: 14645 Pg: 00032

EXHIBIT "A"

ALL THAT CERTAIN piece, parcel or tract of land, situate, lying and being in the County of Anderson, State of South Carolina, lying along the easterly edge of the right-of-way of US Highway 178 and the northerly edge of the right-of-way of Interstate Highway I-85, containing 32.97 acres, according to a plat of survey entitled "PLAT OF TRACT OF LAND SURVEYED AT THE REQUEST OF W. M. BENK II, L.L.C.", prepared by Farmer & Simpson Engineers, Inc., dated December 28, 2001 and recorded in the Office of the Register of Deeds for Anderson County in Slide 1282, at Page 10. Reference is hereby made to said plat for a metes and bounds description thereof.

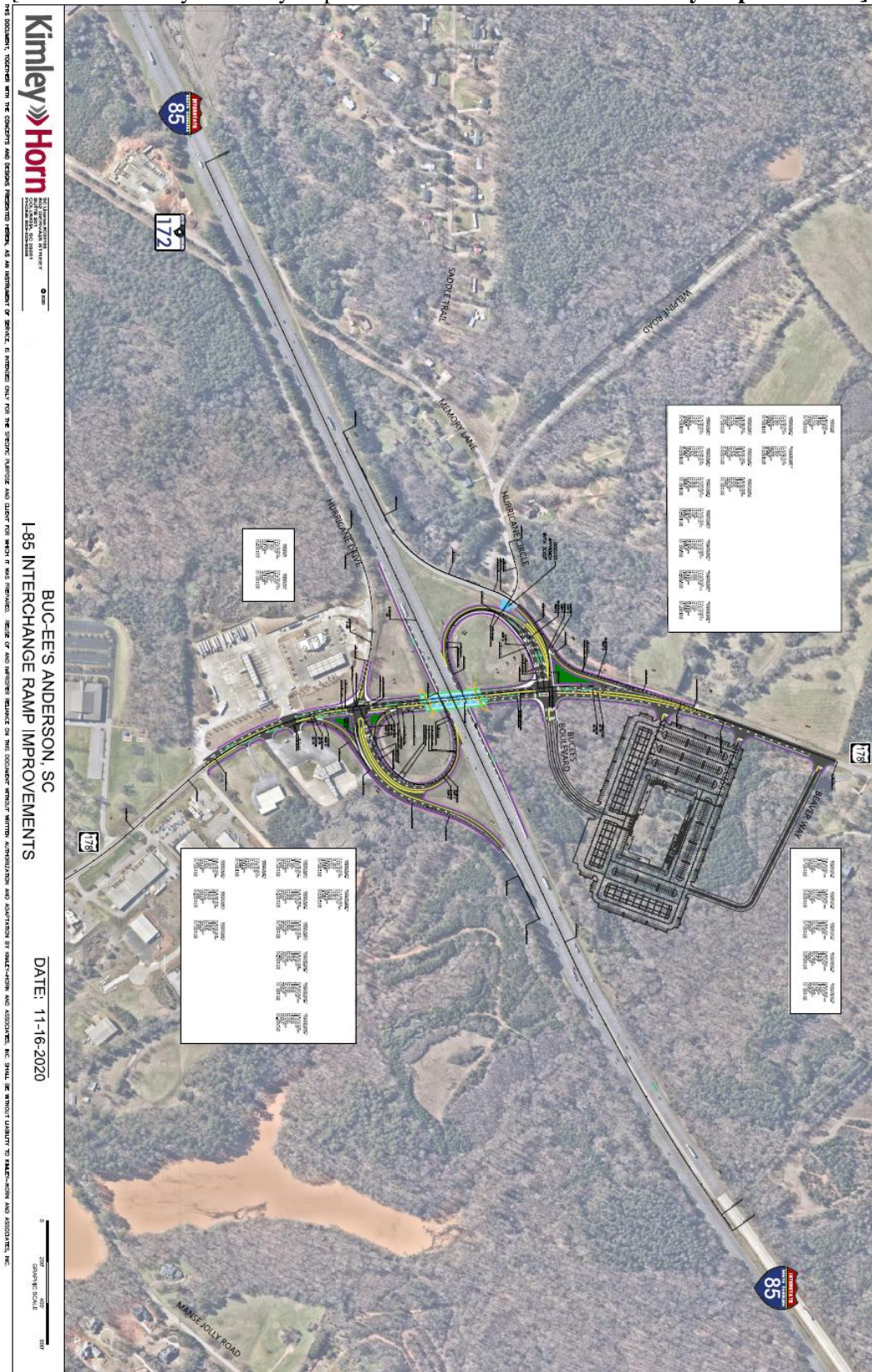
being also described as

Beginning at a $\frac{3}{4}$ " Open top pipe in the northwest corner of the property adjacent to Highway 178 and the southwest corner of the property belonging to John & Ann Miles, turn to a bearing of S 63°26'43" E at a distance of 429.07' to a $\frac{1}{2}$ " rebar. Thence turn to a bearing of S 63°29'14" E a distance of 320.14' to a $\frac{5}{8}$ " Axle. Thence turn to a bearing of N 54°06'03" E a distance of 177.50' to a point in the centerline of the creek. Following the centerline of the creek, turn to a bearing of S 05°19'31" E a distance of 8.38'. Thence turn to a bearing of S 54°40'58" E a distance of 24.02'. Thence turn to a bearing of S 36°11'29" E a distance of 34.54'. Thence turn to a bearing of S 39°12'07" E a distance of 28.73'. Thence turn to a bearing of S 60°55'33" E for a distance of 32.10'. Thence turn to a bearing of S 17°29'07" W for a distance of 17.40'. Thence turn to a bearing of S 18°18'18" E for a distance of 26.29'. Thence turn to a bearing of S 34°20'58" W for a distance of 17.24'. Thence continue S 30°31'50" E a distance of 29.89'. Thence turn to a bearing of N 29°08'23" E a distance of 14.20'. Thence turn to bearing N 78°23'20" E a distance of 14.59'. Thence turn to a bearing of S 13°44'20" E a distance of 55.53'. Thence turn to a bearing of S 16°18'40" E a distance of 114.63'. Thence turn to a bearing of S 86°34'30" E a distance of 20.75'. Thence turn to a bearing of N 08°49'47" W a distance of 13.45'. Thence turn to a bearing of N 58°25'06" E at a distance of 26.11'. Thence turn to a distance of S 11°00'51" E a distance of 41.56'. Thence turn to a bearing of S 66°45'18" E a distance of 19.28'. Thence turn to bearing S 33°38'57" E a distance of 23.54'. Thence turn to bearing S 20°35'31" E a distance of 25.77'. Thence turn to bearing S 73°36'03" E a distance of 47.22'. Thence continue at a bearing of S 00°02'28" W at a distance of 22.05'. Thence turn to bearing S 48°18'33" E at a distance of 49.96'. Thence continue at a bearing of S 15°03'54" E at a distance 52.72'. Thence turn to bearing S 45°51'43" E at a distance of 38.71'. Thence continue at a bearing of S 75°57'42" E at a distance of 22.87'. Thence turn to a bearing of S 72°33'47" E at a distance of 55.89'. Thence continue to a bearing of S 32°49'38" E at a distance of 26.87'. Thence turn to a bearing of S 10°57'28" W a distance of 9.81'. Thence turn to a bearing of S 48°03'22" W for a distance of 48.80' to a Concrete Monument. Continue along the Interstate 85 Right of way at a bearing of S 48°04'32" W for a distance of 202.32' to a concrete monument. Thence, turn to a bearing of S 63°18'05" W for a distance of 197.07' to a concrete monument. Continue at a bearing of S 72°08'31" W for a distance of 197.13' to a concrete monument. Thence turn to a bearing of S 58°08'06" W for a distance of 200.93' to a concrete monument. Thence continue at a bearing of S 65°26'20" W along the 85 right of way for a distance of 649.36' to a $\frac{3}{4}$ " open top pipe at the southeastern corner of the property. Thence turn to a bearing of S 85°21'06" W for 63.37' to a $\frac{3}{4}$ " open top pipe. Thence turn to a bearing of N 80°14'31" W for a distance

of 51.88' to a 1" open top pipe. Thence turn to a bearing of N 64°52'25" W for a distance of 33.52' to a ½" rebar. Thence continue for 49.89' at a bearing of N 52°33'06" W to a ½" rebar. Thence turn to a bearing of N 40°25'21" W for a distance of 50.05' to a ½" rebar. Continue at a bearing of N 26°02'33" W for a distance of 50.04' to a ½" rebar. Thence continue at a bearing of N 11°41'32" W for a distance of 50.02' to a 5/8" rebar. Continue at a bearing of N 04°35'43" W for a distance of 45.91' to a concrete monument. Thence turn to a bearing of N 29°02'03" W for a distance of 107.04' to a ½" rebar. Thence turn to a bearing of N 03°07'29" E for a distance of 134.58" to a 1" crimped top pipe. Thence continue at a bearing of N 08°13'50" E for a distance of 99.52' for a 5/8" rebar. Continue at a bearing of N 11°52'13" E for a distance of 99.95' to reach a 5/8" rebar. Thence turn to a bearing of N 17°20'22" E for a distance of 99.99' to a 5/8" rebar. Continue at a bearing of N 19°20'15" E for a distance of 41.56' to a concrete monument. Thence turn to a bearing of N 70°48'15" W for a distance of 12.54' to a 5/8" rebar. Continue at a bearing of N 18°36'55" E for a distance of 56.47' to a ¾" crimped top pipe. Thence continue at a heading of N 20°21'38" E for a distance of 710.70' to reach a ¾" open top pipe at the northwest corner of the property to return to the point of beginning of the described property containing +/- 32.90 Ac, more or less.

EXHIBIT B

[Anderson County Roadway Improvements /Travel Center Roadway Improvements]



RESOLUTION NO. R2021-057

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND PROJECT EQUINOX, WHEREBY, UNDER CERTAIN CONDITIONS, ANDERSON COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT WITH RESPECT TO A PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES, AND WHEREBY PROJECT/COMPANY WILL BE PROVIDED CERTAIN CREDITS AGAINST FEE PAYMENTS IN REIMBURSEMENT OF INVESTMENT IN RELATED QUALIFIED INFRASTRUCTURE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, Anderson County, South Carolina (the “*County*”), acting by and through its County Council (the “*County Council*”), is authorized and empowered, under and pursuant to the provisions of Title 12, Chapter 44 (the “*FILOT Act*”), Title 4, Chapter 1 (the “*Multi-County Park Act*”), Code of Laws of South Carolina 1976, as amended (the “*Code*”), to enter into agreements with industry, to offer certain privileges, benefits and incentives as inducements for economic development within the County; to acquire, or cause to be acquired, properties as may be defined as “projects” in the Act and to enter agreements with the business or industry to facilitate the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; and to accept any grants for such projects through which powers the industrial and business development of the State will be promoted, whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, used in the operation of a commercial, mixed-use, and affordable housing enterprise (collectively, “*Infrastructure*”); through all such powers, the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, PROJECT EQUINOX (the “*Company*”) has requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, furnishings and other real and/or tangible personal property for the purpose of a commercial, mixed-use, and affordable housing enterprise in the County (collectively, the “*Project*”), which will result in expected investment by the Company in the Project of at least \$25,000,000 in non-exempt investment in connection therewith, by December 31 of the fifth year after the first year which any portion of the Project is first placed in service; and

WHEREAS, the Company has requested that the County enter into a fee in lieu of tax agreement with the Company, thereby providing for certain fee in lieu of tax and special source credit incentives with respect to the Project, all as more fully set forth in the Inducement Agreement (as hereinbelow defined) attached hereto and made a part hereof; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a “project” and “economic development property” as such terms are defined in the FILOT Act and that the Project would serve the purposes of the FILOT Act; and

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution (collectively, the “*Multi-County Park Authority*”), the

County intends to cause the site on which the Project is or will be located, to the extent not already therein located, in a multi-county industrial and business park (a "**Park**") established by the County pursuant to qualifying agreement with an adjoining South Carolina county (the "**Park Agreement**"); and

WHEREAS, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; that the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, *i.e.*, economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location of the Project within the County and State is of paramount importance; and that the benefits of the Project will be greater than the costs; and the County has agreed to effect the delivery of an Inducement Agreement on the terms and conditions hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED, by the County Council as follows:

Section 1. (a) Pursuant to the authority given to County Council by the South Carolina Constitution, the Code, and the FILOT Act and the Multi-County Park Act, and subject to the enactment of required legislative authorizations by the County Council, and for the purpose of providing development incentives for the Project through the payment by the Companies of fees in lieu of taxes with respect to the Project pursuant to Section 12-44-40 of the Act, and for the purpose of providing for the provision special source credits against payments in lieu of taxes made by the Company pursuant to a Park Agreement in order to allow reimbursement to the company for a portion of its investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code, there is hereby authorized to be executed an Inducement Agreement between the County and the Company pertaining to the Project, the form of which is now before the County Council (the "**Inducement Agreement**") so as to establish, among other things, that the County and the Company will be parties to a fee in lieu tax and special source credit agreement (the "**Fee Agreement**").

(b) The County Council will use its best efforts to take all reasonable acts to ensure that the Project will continuously be included within the boundaries of the Park or another qualified multi-county industrial or business park in order that the tax benefits contemplated hereunder and afforded by the laws of the State for projects located within multi-county industrial or business parks will be available to the Company for at least the term of the Fee Agreement.

Section 2. The provisions, terms and conditions of the Fee Agreement shall be prescribed and authorized by subsequent ordinance(s) of the County Council, which, to the extent not prohibited by law, shall be consistent with the terms of this Resolution.

Section 3. All orders, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

Section 4. The authorization of the execution and delivery of the documents related to the Inducement Agreement and Fee Agreement and all other related documents or obligations of the County is subject to the compliance by the County Council with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 5. It is the intention of the County Council that this resolution shall constitute an inducement resolution with respect to the Project, within the meaning of the FILOT Act.

DONE in meeting duly assembled this ____ day of _____, 2021.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

Attest:

By: _____
Rusty Burns, County Administrator
Anderson County, South Carolina

By: _____
Renee Watts, Clerk to Council
Anderson County, South Carolina

Approved as to form:

By: _____
Leon C. Harmon, County Attorney
Anderson County, South Carolina

INDUCEMENT AGREEMENT

THIS INDUCEMENT AGREEMENT (this “*Agreement*”) made and entered into as of _____, 2021 by and between ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the “*County*”), and PROJECT EQUINOX, a _____ (the “*Company*”).

WITNESSETH:

ARTICLE I RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

(a) The County, by and through its County Council, is authorized and empowered by the provisions of Title 12, Chapter 44 (the “*FILOT Act*”) and Title 4, Chapter 1 (the “*Multi-County Park Act*”), Code of Laws of South Carolina 1976, as amended (the “*Code*”), to allow for the payment of certain fees in lieu of *ad valorem* taxes with respect to industrial properties; to issue special source revenue bonds, or in the alternative, to provide special source credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property used in the operation of a commercial enterprise (collectively, “*Infrastructure*”); through all such powers the development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation, affordable housing or other public benefits not otherwise provided locally.

(b) The Company requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, furnishings and other real and/or tangible personal property used in the operation of a commercial, mixed-use, and affordable housing enterprise in the County (collectively, the “*Project*”), which will result in an expected investment by the Company in the Project of at least \$25,000,000 (the “*Investment Target*”) by December 31 of the fifth (5th) year after the first year in which any portion of the Project is first placed in service (the “*Investment Period*”).

(c) Pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County will use its best efforts to place the site of the Project in a multi-county industrial and business park (the “*Park*”) established by the County pursuant to qualifying agreement with Greenville County or other adjoining county in the State (the “*Park Agreement*”).

(d) The County has determined after due investigation that the Project would be aided by the availability of the assistance which the County might render through applicable provisions of the FILOT Act and the Multi-County Park Act as economic development incentives, and the inducements offered, will, to a great degree, result in the Project locating in the County. Pursuant to this determination, the Company and the County have agreed to negotiate for payments in lieu of *ad valorem* taxes as authorized by the FILOT Act, and the Company and the County have agreed as set forth in the Fee Agreement, pursuant to Section 4-1-175 of the Multi-County Park Act, that the Company would be afforded certain credits as described herein against its payments in lieu of taxes in respect of the Company’s investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code.

(e) The County has given due consideration to the economic development impact of the Project, and as a preliminary matter, based on representations by the Company, hereby finds and determines that (i) the Project is anticipated to benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally, (ii) the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either, (iii) the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes, (iv) the inducement of the location of the Project within the County and State is of paramount importance and (v) the benefits of the Project will be greater than the costs. The County, therefore, has agreed to effect the issuance and delivery of this Agreement, pursuant to the FILOT Act, the Multi-County Park Act and a Resolution of the County Council dated November 2, 2021, and on the terms and conditions set forth.

ARTICLE II UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

Section 2.1. The County, subject to the limits set forth herein, agrees to enter into a Fee in Lieu of Tax and Special Source Credit Agreement with the Company with respect to the Project (the “*Fee Agreement*”).

Section 2.2. The Fee Agreement will be executed at such time and upon such mutually acceptable terms as the Company shall request, subject to the provisions of Sections 2.7 and 4.2 herein.

Section 2.3. The terms and provisions of the Fee Agreement shall be substantially in the form generally utilized in connection with the FILOT Act, as to be agreed upon by the County and the Company. The Fee Agreement shall contain, in substance, the following provisions:

(a) The term of the Fee Agreement will be for a period of thirty (30) years, commencing with the first year of the capital investment made under the Fee Agreement.

(b) The Fee Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, such agreement will not give rise to any pecuniary liability of the County and shall not create a charge against the general credit or taxing power of the County, the State or any incorporated municipality.

(c) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes to the County for a period of forty (40) years (thirty (30) years plus an extension of ten (10) additional years pursuant to Section 12-44-30(21) of the FILOT Act) after each year of the capital investment made under the Fee Agreement during the Investment Period. The amounts of such payments shall be determined by using (i) an assessment ratio of 6%; (ii) a fixed millage rate of 320.5 mills (that is, the cumulative millage rate in effect at the site of the Project for all taxing entities as of June 30, 2020); and (iii) the fair market value of the Project property as determined by the South Carolina Department of Revenue in accordance with the FILOT Act. For purposes of computing the amount of such fee, in accordance with the terms of Section 12-44-50(2) of the FILOT Act, the property shall be allowed all applicable property tax exemptions except the exemption allowed under Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) The Company may dispose of and replace property subject to fee in lieu of tax payments, as set forth in Section 12-44-60 of the FILOT Act; the fee with respect to such replacement property shall be calculated in accordance with the provisions of said Section 12-44-60.

Section 2.4. The County hereby consents to the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Fee Agreement. Contracts for construction and for purchase of personal property used in the operation of a commercial enterprise deemed necessary under the Fee Agreement or that are otherwise permitted under the FILOT Act may be let by the Company, in its sole discretion.

Section 2.5. Pursuant to Section 4-1-175 of the Multi-County Park Act, the County, subject to the limits set forth herein, including Sections 2.7 and 4.2 hereof and pursuant to the Fee Agreement, will provide a special source credit against payments in lieu of taxes by the Company pursuant to the Park Agreement or the Fee Agreement, as the case may be, to reimburse the Company in respect of its investment in Infrastructure pertaining to the Project. In these respects, the Company shall be entitled to claim an annual special source credit against the Company's payments in lieu of taxes under the Park Agreement for a period of thirty (30) consecutive years plus an additional ten (10) years. The application of such special source credits shall be provided by the County in an amount equal to the following percentages of each year's payments in lieu of taxes pursuant to the Park Agreement, to be calculated and applied after any amount due the non-host county(ies), with respect to the Project (that is, with respect to investment made by the Company under the Fee Agreement during the Investment Period):

(a) Ninety percent (90%) for the first five (5) years of the payments in lieu of taxes under the Fee Agreement;

(b) Seventy percent (70%) for years six (6) through ten (10) of the payments in lieu of taxes under the Fee Agreement; and

(c) Fifty percent (50%) for years eleven (11) through forty (40) of the payments in lieu of taxes under the Fee Agreement.

Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of investment in the Project for which a special source credit is taken.

In no event shall the aggregate amount of any special source credits claimed by the Company exceed the amount expended by it with respect to the Infrastructure at any point in time.

Section 2.6. Subject to the matters contained herein, the Fee Agreement will be executed at such time and upon such mutually acceptable terms as the parties shall agree.

Section 2.7. Notwithstanding anything in this Agreement to the contrary, the authorization by the County of the Fee Agreement is subject to compliance by the County with the provisions of the Home Rule Act regarding the enactment of ordinances and shall not constitute a general obligation or indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County. Further, the County will perform such other acts and adopt such other proceedings, consistent with this Agreement, as may be required to faithfully implement this Agreement and will assist, in good faith and with all reasonable diligence, with such usual and customary governmental functions as will assist the successful completion of the Project by the Company. The County has made no independent legal or factual investigation regarding the particulars of this Agreement or the transaction contemplated hereunder and, further, executes this Agreement in reliance upon the representations by the Company that the Agreement and related

documents comply with all laws and regulations, particularly those pertinent to industrial development projects in the State.

Section 2.8. Should the Company fail to collectively invest at least \$25,000,000 in connection with the Project, by the end of the Investment Period or fail to meet the Affordable Housing Requirement (as shall be described in the definitive Fee Agreement), any amount of payments in lieu of taxes otherwise payable under the Fee Agreement (taking into account all infrastructure credits) shall no longer be payable by the Company, and the project shall be subject to *ad valorem* taxes which would have been due and payable with respect to the Project had the Fee Agreement not been entered into.

ARTICLE III UNDERTAKINGS ON THE PART OF THE COMPANIES

Section 3.1. Except with respect to the Fee Agreement, the County will have no obligation to assist the Company in finding any source of financing for all or any portion of the property constituting the Project and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project.

Section 3.2. If the Project proceeds as contemplated:

(a) The Company agrees to enter into the Fee Agreement, under the terms of which it will obligate themselves to make the payments required by the FILOT Act including, but not limited to, payments in lieu of taxes at rates calculated in accordance with Section 2.3(d) hereof;

(b) With respect to the Project, the Company agrees to reimburse the County for all out-of-pocket costs, including reasonable attorney's fees of the County actually incurred, and other out-of-pocket expenditures to third parties to which the County might be reasonably put with regard to executing and entering into this Agreement and the Fee Agreement;

(c) The Company agrees to hold the County harmless from all pecuniary liability including, without limitation, environmental liability, and to reimburse the County for all expenses to which the County might be put in the fulfillment of its obligations under this Agreement and in the negotiation and implementation of its terms and provisions, including reasonable legal expenses and fees;

(d) The Company agrees to apply for, and use commercially reasonable efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the construction and implementation of the Project;

(e) The Company agrees to indemnify, defend and hold the County and the individual members, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction, leasing, carrying out or operation of the Project, including without limitation any environmental liability. The defense obligation shall be supplied with legal counsel reasonably acceptable to the County. The Company agrees also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project, including the review and execution of the Resolution and this Agreement; and

(f) The Company agrees to use commercially reasonable efforts to meet, or cause to be met, the Investment Target during the Investment Period.

ARTICLE IV GENERAL PROVISIONS

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the FILOT Act and the Multi-County Park Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

THIS AGREEMENT AND THE SPECIAL SOURCE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION, AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE SPECIAL SOURCE CREDITS.

Section 4.2. All commitments of the County and the Company hereunder are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof, and the adoption by the County Council of an ordinance authorizing the execution and delivery of such documents and approving the terms thereof. If the parties enter into the Fee in Lieu of Tax and Special Source Credit Agreement, each party shall perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings pursuant to such agreements.

Section 4.3. If for any reason this Agreement (as opposed to the Fee in Lieu of Tax and Special Source Credit Agreement, which are contemplated to be negotiated, signed and delivered subsequent to the execution and delivery of this Agreement) is not executed and delivered by the Companies on or before December 31, 2022, the provisions of this Agreement may be cancelled by the County by delivery of written notice of cancellation signed by the County Administrator and delivered to the Company; thereafter neither party shall have any further rights against the other and no third parties shall have any rights against either party except that the Company shall pay the out-of-pocket expenses to third parties of officers, agents and employees of the County and counsel for the County incurred in connection with the authorization and approval of the Fee Agreement.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to parties' obligations described in Section 4.3 hereof, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the FILOT Act and the Multi-County Park Act, the Company may, with the prior consent of the County (which shall not be unreasonably withheld), assign (including, without limitation, absolute, collateral, and other assignments) all or part of their rights and/or obligations under this Agreement to one or more other entities, in connection with the Fee Agreement, without adversely affecting the benefits to the Company or its assignees pursuant hereto or pursuant to the FILOT Act or the Multi-County Park Act; provided, however, that the Company may make any such assignment to an affiliate of the Company without obtaining the consent of the County, to the extent permitted by law.

Section 4.6. This Agreement may not be modified or amended except by a writing signed by or on behalf of all parties by their duly authorized officers and approved by appropriate legal process. No amendment, modification, or termination of this Agreement, and no waiver of any provisions or consent required hereunder shall be valid unless consented to in writing by all parties; provided, however, the County may terminate this Agreement if the Company fails to perform its obligations under the Agreement.

Section 4.7. Nothing in this Agreement or any attachments hereto is intended to create, and no provision hereof should be so construed or interpreted as to create any third party beneficiary rights in any form whatsoever nor any form of partnership or other legal entity relationship between the County and the Companies.

Section 4.8. This Agreement constitutes the entire agreement between the parties regarding the matters set forth herein. This Agreement shall be interpreted by the laws of the State.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Inducement Agreement on the respective dates indicated below, as of the date first above written.

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chairman
Anderson County Council

Attest:

By: _____
Renee Watts, Clerk to Council
Anderson County, South Carolina

[SIGNATURE PAGE 1 OF INDUCEMENT AGREEMENT]

[PROJECT EQUINOX]

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE 2 OF INDUCEMENT AGREEMENT]

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk of the County Council of Anderson County, South Carolina, do hereby certify that the foregoing is a true, correct and verbatim copy of resolution duly adopted at a meeting of said County Council held on _____, 2021, at which meeting a quorum was at all times present.

WITNESS MY HAND this ____ day of _____, 2021.

Renee Watts, Clerk to Council
Anderson County, South Carolina

RESOLUTION NO. R2021-058

A RESOLUTION APPROVING AND CONSENTING TO THE TRANSFER AND ASSIGNMENT TO, AND ASSUMPTION BY, STAG INDUSTRIAL HOLDINGS, LLC, OF A CERTAIN EXISTING FILOT AGREEMENT TO WHICH THE COUNTY IS A PARTY (THE “FILOT AGREEMENT”) AND OTHER MATTERS RELATING THERETO.

WHEREAS, Anderson County, South Carolina (the “County”), acting by and through its County Council (the “Council”), pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 12, Chapter 44 of the Code (the “Negotiated FILOT Act”); Title 4, Chapter 1 of the Code (the “Multi-County Park Act”) or, as to Section 4-1-175 thereof, the “Special Source Act”) (collectively, the “Act”) and Ordinance No. 2020-029 duly enacted by Council on November 20, 2020 (the “FILOT Ordinance”), entered into an Amended and Restated Fee in Lieu of Tax Agreement, dated as of May 1, 2019 and amended as of November 20, 2020 (the “FILOT Agreement”), with COI Anderson Industrial, LLC (“Assignor”) pursuant to which Assignor agreed to make, and the County agreed to accept, negotiated fee in lieu of tax payments (“FILOT”) with respect to certain eligible property constituting one or more new facilities in the County for manufacturing/distribution manufacturing (collectively, the “Project”) and pursuant to which the County granted Special Source Revenue Credits to Assignor as set forth in the FILOT Agreement; and

WHEREAS, Assignor has determined to terminate the FILOT Agreement as to all of the Project except for that certain land and improvements (“FILOT Property”) that it is conveying to Stag Industrial Holdings, LLC (“Assignee”); and

WHEREAS, Assignor desires to assign all of its interests in the FILOT Ordinance, the FILOT Agreement and the FILOT Property to Assignee, as part of the Assignee’s acquisition of the FILOT Property; and

WHEREAS, in accordance with Section 5.09 of the Fee Agreement and the Transfer Provisions defined therein, the Assignor and the Assignee have requested the County’s consent to the assignment by the Assignor and the assumption by the Assignee of the FILOT Ordinance, the Fee Agreement and the FILOT Property.

WHEREAS, upon the acquisition of the FILOT Property, Assignee will assume all of the rights and obligations of Assignor under the FILOT Ordinance and the FILOT Agreement and has agreed to be liable for all fees in lieu of taxes and other payments due thereunder.

NOW, THEREFORE, BE IT RESOLVED by the Council, as follows:

Section 1. Upon the acquisition of the FILOT Property by the Assignee, the County hereby approves and consents to (i) the assignment of all of Assignor’s right, title and interest in and to the FILOT Ordinance, the FILOT Agreement and the FILOT Property and (ii) the assumption by Assignee on and after the assignment of any and all obligations associated with the FILOT Ordinance, the FILOT Agreement and the FILOT Property from and after the date of such assignment. Following the assignment and assumption referenced in subsections (i) and (ii) of the previous sentence, Assignor shall be fully released and discharged from any and all of their respective obligations under the FILOT Ordinance and FILOT Agreement except as those obligations arise directly from Assignor’s actions or inactions which occurred prior to the Effective Date of the Assignment.

Section 2. Upon the acquisition of the FILOT Property by the Assignee, the County approves the designation of the Assignee as a sponsor under the Fee Agreement with all the rights and obligations of the Assignor under the Fee Agreement.

Section 3. The County Council Chairman and/or the County Administrator are each hereby authorized and directed to execute the Consent as Exhibit B to the Assignment and Assumption of Fee in Lieu of Tax Agreement attached hereto, with such changes as do not adversely impact the County and as are recommended by counsel for the County, in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same. The County Council Chairman and/or the County Administrator are each hereby further authorized and directed to execute and deliver any other documents as may be necessary or desirable to assist in the assignment of the FILOT Ordinance, the FILOT Agreement and the FILOT Property, all as consistent with this Resolution.

Section 3. All orders, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

Section 4. The authorization of the execution and delivery of the Consent and the other documents or obligations of the County required by the FILOT Agreement is subject to the compliance by the County Council with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

[remainder of page intentionally left blank]

Done in meeting duly assembled on November 16, 2021.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Tommy Dunn
Chairman, Anderson County Council

Attest:

By: _____
Rusty Burns
Anderson County Administrator

By: _____
Renee Watts
Clerk to Anderson County Council

FORM APPROVED BY:

Leon Harmon
County Attorney

ADDENDUM B

ANDERSON COUNTY

CHANGE ORDER NO: 1

Project: Wellington Park Basketball Court Project #22-002

To: Sterling Structure and Design - Mallory Davis, Jr.

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE: Adjust sidewalk forming and add base along parking area; demolish dugouts; install new dugouts with concrete pads; transition existing sidewalks to new dugout pads.

Original Contract Price: \$ \$147,000.00

Change Order Amount: \$ \$19,250.00

New Contract Price: \$ \$166,250.00

Original Completion Date: January 9, 2022 (60 days after receipt of Goalper units; received 11/9)

New Completion Date: January 22, 2022

Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Agreement and Project documents. This adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time due Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of the County. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

By: Mallory Davis, Jr.

Print Name: Mallory Davis, Jr.

Its: President

Date: 11/9/2021

ANDERSON COUNTY

By: _____

Print Name: _____

Its: County Administrator

Date: _____

Anderson County Purchasing Department Bid Tabulation

BID #22-023 KID VENTURE 2.0

	Vendor	addend. & bond	BID / ALT. BID
1	FOOTHILLS CONTRACTING	BASE	\$1,469,000.00
2		ALT. #1	\$106,000.00
3		ALT.#2	\$432,000.00
4		ALT. #3	\$337,000.00
5	AOS	BASE	\$1,849,940.00
6		ALT. #1	\$125,134.00
7		ALT. #2	\$432,265.00
8		ALT. #3	\$361,297.00
9	CPC		NO RESPONSE
10	BELK		NO RESPONSE
11	MILLER		NO RESPONSE
12	S AND S		NO RESPONSE
13	J M COPE		NO RESPONSE
14	J DAVIS		NO RESPONSE

	Vendor	addend. & bond	BID / ALT BID
15	STERLING		NO RESPONSE
16	ATTAWAY CON.		NO RESPONSE
17	MOORHEAD		NO RESPONSE
18	GREAT SOUTHERN REC.		NO RESPONSE
19	HARDAWAY INVESTMENT		NO RESPONSE
20	EE REED		NO RESPONSE
21	N T GRADING		NO RESPONSE
22	DAVIS PLUMBING		NO RESPONSE
23	MICHAEL GEARGLE		NO RESPONSE
24	SUMMIT CONSTRUCTION		NO RESPONSE
25	GLENN CONSTRUCTORS		NO RESPONSE
26	BLISS PRODUCTS		NO RESPONSE
27	MCG MECHANICAL		NO RESPONSE
28	CAROLINA PARKS AND PLAY		NO RESPONSE

Anderson County Purchasing Department Bid Tabulation

BID #22-023 KID VENTURE 2.0

	Vendor	addend. & bond	BID / ALT. BID
29	CEC CONSTRUCTION		NO RESPONSE
30	NO FAULT		NO RESPONSE
31	DYNAMO PLAYGROUNDS		NO RESPONSE
32	KOMPAN		NO RESPONSE
33	BARR REC.		NO RESPONSE
34	ECO PLAY STRUCTURES		NO RESPONSE
35	GS FLOORING		NO RESPONSE
36	DUFFIELD AQUATICS		NO RESPONSE
37	THRELKELD DEMOLITION		NO RESPONSE
38	M E CONTRACTING		NO RESPONSE
39			
40			
41			
	AWARD TO: Foothill Construction		JS 11/12/21

SECTION IV: Addendum A

BID FORM

Name of Party submitting the Bid: Foothills Contracting Service, LLC

To: Purchasing Manager for Anderson County

Pursuant to the Notice Calling for Bids and the other Bid documents contained in the Bid package, the undersigned party submitting the Bid, having conducted a thorough inspection and evaluation of the Specifications contained therein, hereby submit the following pricing set forth herein:

Bid: #22-023 Kid Venture 2.0 Playground and Splashpad Project

BASE BID-LUMP SUM:

Single-Prime Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by ADC Engineering, Inc., having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment, services, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc., according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

BASE BID

\$ One million four hundred sixty nine thousand Dollars (\$ 1,469,000)

In writing

ALTERNATES

Alternate 1: "The Woodlands" Petal

\$ one hundred six thousand Dollars (\$ 106,000)

In writing

Alternate 2: "The Splashpad"

\$ four hundred thirty two thousand Dollars (\$ 432,000)

In writing

Alternate 3: "Spin City" and "Swingin & Blues" Petals

\$ three hundred thirty seven thousand Dollars (\$ 337,000)

In writing

UNIT PRICES:

Unit prices quoted and accepted shall apply throughout the life of the Contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of the changes in the scope of the Work all in accordance with the Contract Document. The Bidder is asked to provide the following unit prices to be used to adjust the Contract up or down if the scope of the Work changes. Award shall be based on the lump sum bid and not the unit prices. Quantities of Unit Prices below are estimated and are only to establish a baseline.

UNIT PRICE ITEM	UNIT	QTY.	UNIT COST	ITEM COST
Unsuitable Soils	CY	500	\$55	\$27,500
Concrete Sidewalk	SF	100	\$7	\$700
Stained Concrete	SF	100	\$10	\$1000
PIP Protective Surfacing	SF	100	\$48	\$4800
Artificial Turf	SF	100	\$42	\$4200
Fencing	LF	8	\$75	\$600
Permanent Grassing	SF	100	\$.75	\$75

UNIT PRICES include all costs to the Owner, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. Unit prices above shall include all necessary incidentals, not specifically listed but are associated with and integral to the construction of the park.

Estimated Unit Quantities are provided only for Bidders convenience. It is the responsibility of the Contractor to verify all quantities. The Contractor shall not be allowed to take advantage of any discrepancy between the estimated quantities below and the drawings, specifications, or other bid documents.



Recreation Fund Appropriations Form

Anderson County Council Clerk P. O. Box 8002 Anderson, SC 29622

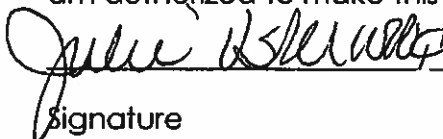
Email: lcroegaert@andersoncountysc.org

Fax: 864-260-4356

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM: 1,2 and 4

1. Name of entity requesting recreation fund appropriation: Anderson Area YMCA - Reindeer Run
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): District 1 - \$3,000 , District 2 - \$1,000, District 4 - \$1,000
3. The purpose for which the funds are being requested: To market and promote the family friendly road race
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing. Yes, please see South Carolina Secretary of State Letter attached.
5. Contact Person: Julie Usherwood
Mailing Address: Anderson Area YMCA - 201 E. Reed Road, Anderson, SC 29621
Phone Number: 864-716-6271
Email: julieu@andersonareaymca.org
6. Statement as to whether the entity will be providing matching funds:
There will be no matching funds.

I certify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above-named entity.

	<u>Julie Usherwood</u>	<u>10/28/21</u>
Signature	Print Name	Date

**RECREATION FUND APPROPRIATIONS
APPLICATION FORM**

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: all

Mail/Email/Fax to:
Anderson County Council Clerk
P. O. Box 8002
Anderson, SC 29622
lacroegaert@andersoncountysc.org
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation: Honea Path Police Department
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): 2,500
3. The purpose for which the funds are being requested: Summer reading program.
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.
5. Contact Person: Chief Shawn R. Boseman
Mailing Address: 34 N. Main St Honea Path SC 29654
Phone Number: 864 844 5446 369 0532
Email: srboseman1@yahoo.com
6. Statement as to whether the entity will be providing matching funds: we will not

I certify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above named entity.

[Signature] Shawn R. Boseman Nov 18, 2021
Signature Print Name Date



Recreation Fund Appropriations Form

Anderson County Council Clerk P. O. Box 8002 Anderson, SC 29622

Email: laacroegaert@andersoncountysc.org

Fax: 864-260-4356

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM: ALL

1. Name of entity requesting recreation fund appropriation:

Anchored In His Grace Ministry
1624 Amity Rd Belton SC 29627

2. Amount of request (If requesting funds from more than one district, annotate amount from each district):

300.00 (ALL)

3. The purpose for which the funds are being requested:

For feed of Homeless on Christmas day

4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.

yes

5. Contact Person: Pastor Matthew Merriweather

Mailing Address: 1624 Amity Rd Belton SC 29627

Phone Number: 864-356-7719

Email: mmmerriweather4@gmail.com

6. Statement as to whether the entity will be providing matching funds: yes

I certify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above-named entity.

Matthew Merriweather

Signature

Matthew Merriweather

Print Name

Date

RECREATION FUND APPROPRIATIONS APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: All

Mail/Email/Fax to:
Anderson County Council Clerk
P. O. Box 8002
Anderson, SC 29622
lacroegaert@andersoncountysc.org
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation:
UNCF (United Negro College Fund)
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$5,000.00
3. The purpose for which the funds are being requested:
Support College/Higher Education - especially 1st Generation Students
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing. Yes -
5. Contact Person: Rev. James C. Clark
Mailing Address: 1401 Murray Ave, Anderson S.C.
Phone Number: 864-451-4315
Email: Pastor@WilsonCalvarybaptist.org
6. Statement as to whether the entity will be providing matching funds: None

I certify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above named entity.

Rev James C. Clark Rev. James C. Clark Nov-10-2021
Signature Print Name Date



P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077550279
Feb. 27, 2013 LTR 4168C 0
13-1624241 000000 00

00037328
BODC: TE

UNITED NEGRO COLLEGE FUND INC
1805 7TH STREET NW
WASHINGTON DC 20001-3186



047542

Employer Identification Number: 13-1624241
Person to Contact: Sophia Brown
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Dec. 18, 2012, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in October 2004.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

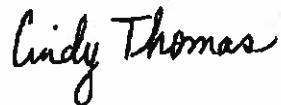
Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

4077550279
Feb. 27, 2013 LTR 4168C 0
13-1624241 000000 00
00037329

UNITED NEGRO COLLEGE FUND INC
1805 7TH STREET NW
WASHINGTON DC 20001-3186

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

A handwritten signature in cursive script that reads "Cindy Thomas".

Cindy Thomas
Manager, EO Determinations

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. UNITED NEGRO COLLEGE FUND, INC.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ► 501(C)(3) - NOT-FOR-PROFIT	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from FATCA reporting code (if any) N/A (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 1805 7TH STREET, NW	Requester's name and address (optional)
6 City, state, and ZIP code WASHINGTON, DC 20001	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
Or								
Employer identification number								
1	3	-	1	6	2	4	2	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 1-11-2021
-----------	--	-------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

November 10, 2021

DISTRICT 1 - SPECIAL PROJECTS
001-5829-001-241
FY Ended June 30, 2022


<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2021 - 2022	35,000.00
			From Accommodations Fee	5,000.00
			Brought Forward	1,509.43
7/20/2021	7/28/2021	97710	Hope Missions (Install sink and cabinetry)	(1,500.00)
8/3/2021	8/5/2021	8302 Treas	Lot Project (Charity Cornhole Tournament)	(500.00)
9/7/2021	9/22/2021	99062	Anderson Interfaith Ministries	(1,000.00)
9/7/2021	9/15/2021	99004	Anderson County Chapter of the SC Genealogical Society	(500.00)
9/21/2021	9/29/2021	99336	Anderson County Convention Visitor Bureau	(1,000.00)
9/21/2021	9/29/2021	JE 9041	Anderson County Museum (Hall of Fame Ceremony)	(250.00)
10/5/2021	10/13/2021	99734	Angel Elite Model Troups (Fashion Show Fundraiser)	(2,500.00)
11/2/2021	11/10/2021	515	Anderson Federation of the Blind (Christmas Dinner and Venue Cost)	(500.00)

SUB-TOTAL **33,759.43**

Committed:

Ending Balance **33,759.43**

We certify that the above information to the best of our knowledge is up-to-date and is accurate.



Renee Watts, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: _____

DATE: November 10, 2021

November 10, 2021

DISTRICT 2 - SPECIAL PROJECTS
001-5829-002-241
FY Ended June 30, 2022

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2021 - 2022	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	32,587.50
7/20/2021	7/28/2021	97632	Anderson Jets Track Club (Uniforms, travel, etc.)	(1,400.00)
7/20/2021	7/28/2021	97694	Friends of Broadway (Community day expenses)	(500.00)
7/20/2021	6/16/2021	96482	Homeland Park Fire (fireworks - July 4th)	(3,000.00)
7/20/2021	7/28/2021	97788	Westside Community Center (Assist in purchasing needed equipment)	(500.00)
8/17/2021	8/10/2021	8303 (Treas)	Friends of Broadway Lake	(1,500.00)
9/22/2021	9/15/2021	98898	Anderson Interfaith Ministries	(1,000.00)
9/22/2021	9/15/2021	99004	Anderson County Chapter of the SC Genealogical Society	(250.00)
9/21/2021	9/29/2021	99330	Anderson County Convention Visitor Bureau	(1,000.00)
11/2/2021	11/10/2021	515	Anderson Federation of the Bolind (Christmas Dinner and Venue Cost)	(500.00)

SUB-TOTAL 62,937.50

Committed:

Ending Balance 62,937.50

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Renee Watts, Clerk to Council

DATE: _____



Jana Pressley, Assistant Finance Manager

DATE: November 10, 2021

November 10, 2021

DISTRICT 3 - SPECIAL PROJECTS

001-5829-003-241

FY Ended June 30, 2022

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2021 - 2022	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	918.89
7/20/2021	7/28/2021	97625	American Legion Post #44 (Replace heat pump)	(4,000.00)
7/20/2021	7/28/2021	97675	Crescent Elite Shooters (Fee for shooting team)	(1,500.00)
8/3/2021	8/11/2021	98044	Iva Recreation Assoc for Starr - Iva 12 U All Stars Trip Travel	(500.00)
8/3/2021	8/11/2021	98119	Starr Fire Department	(1,500.00)
9/7/2021	9/15/2021	99004	Anderson County Chapter of the SC Genealogical Society	(250.00)
9/21/2021	9/29/2021	99330	Anderson County Convention Visitor Bureau	(1,000.00)
9/21/2021	9/29/2021	JE 9041	Anderson County Museum (Hall of Fame Ceremony)	(250.00)
10/5/2021	10/13/2021	99734	Angel Elite Model Troups (Fashion Show Fundraiser)	(500.00)
11/2/2021	11/10/2021	515	Anderson Federation of the Bolind (Christmas Dinner and Venue Cost)	(500.00)

SUB-TOTAL 30,918.89

Committed:

11/2/2021 Town of Iva (Museum roof repairs) (8,000.00)

Ending Balance 22,918.89

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Renee Watts, Clerk to Council

DATE:



Jana Pressley, Assistant Finance Manager

DATE: November 10, 2021

November 10, 2021

DISTRICT 4 - SPECIAL PROJECTS
001-5829-004-241
FY Ended June 30, 2022

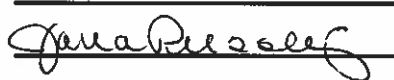
<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor / Description</u>	<u>Amount</u>
	---	---	Budget 2021 - 2022	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	43,206.99
8/3/2021	8/5/2021	8302 Treas	Lot Project (Charity Cornhole Tournament)	(500.00)
9/7/2021	9/15/2021	98898	Anderson Interfaith Ministries	(500.00)
9/7/2021	9/15/2021	98982	Pendleton Farmer's Society	(1,500.00)
9/21/2021	9/29/2021	99330	Anderson County Convention Visitor Bureau	(1,000.00)
9/21/2021	9/29/2021	JE 9041	Anderson County Museum (Hall of Fame Ceremony)	(250.00)
10/5/2021	10/13/2021	99734	Angel Elite Model Troups (Fashion Show Fundraiser)	(1,000.00)
11/2/2021	11/10/2021	515	Anderson Federation of the Bolind (Christmas Dinner and Venue Cost)	(500.00)

SUB-TOTAL 77,956.99

Committed:

Ending Balance 77,956.99

We certify that the above information to the best of our knowledge is up-to-date and is accurate.



Renee Watts, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: _____

DATE: November 10, 2021

November 10, 2021

DISTRICT 5 - SPECIAL PROJECTS

001-5829-005-241

FY Ended June 30, 2022

			Budget 2021 - 2022	35,000.00
			From Accommodations Fee	5,000.00
			Brought Forward	27,240.05
7/20/2021	7/28/2021	97788	Westside Community Center (Assist in purchasing needed equipment)	(500.00)
8/3/2021	8/5/2021	8302 Treas	Lot Project (Charity Cornhole Tournament)	(500.00)
9/7/2021	9/15/2021	98898	Anderson Interfaith Ministries	(500.00)
9/7/2021	9/15/2021	99004	Anderson County Chapter of the SC Genealogical Society	(500.00)
9/21/2021	9/29/2021	99330	Anderson County Convention Visitor Bureau	(500.00)
9/21/2021	9/29/2021	JE 9041	Anderson County Museum (Hall of Fame Ceremony)	(250.00)
10/5/2021	10/13/2021	99734	Angel Elite Model Troups (Fashion Show Fundraiser)	(500.00)
11/2/2021	11/10/2021	515	Anderson Federation of the Bolind (Christmas Dinner and Venue Cost)	(500.00)

SUB-TOTAL

63,490.05

Committed:

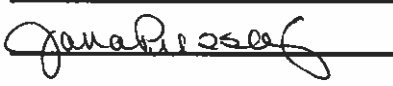
Ending Balance

63,490.05

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Renee Watts, Clerk to Council

DATE:



Jana Pressley, Assistant Finance Manager

DATE: November 10, 2021

November 10, 2021

DISTRICT 6 - SPECIAL PROJECTS

001-5829-006-241

FY Ended June 30, 2022

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor / Description</u>	<u>Amount</u>
	--	--	Budget 2021 - 2022	35,000.00
	--	--	From Accommodations Fee	5,000.00
			Brought Forward	11,294.45
8/17/2021	8/25/2021	98396	CESA - Tri County Soccer	(6,000.00)
9/7/2021	9/15/2021	99004	Anderson County Chapter of the SC Genealogical Society	(500.00)
9/7/2021	9/15/2021	98985	Powdersville League of Athletic Youth (PLAY) To purchase office equipment	(1,000.00)
9/7/2021	9/15/2021	98985	Powdersville League of Athletic Youth (PLAY) Baseball & Football Field Maint	(5,000.00)
9/21/2021	9/29/2021	JE 9041	Anderson County Museum (Hall of Fame Ceremony)	(250.00)
11/2/2021	11/10/2021	515	Anderson Federation of the Bolind (Christmas Dinner and Venue Cost)	(500.00)

SUB-TOTAL

38,044.45

Committed:

Ending Balance

38,044.45

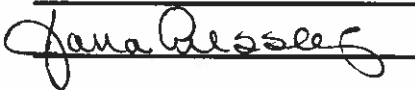
We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Renee Watts, Clerk to Council

DATE:

Jana Pressley, Assistant Finance Manager

DATE: November 10, 2021



November 10, 2021

DISTRICT 7 - SPECIAL PROJECTS

001-5829-007-241

FY Ended June 30, 2022

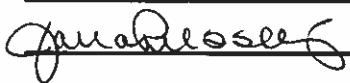
<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2021 - 2022	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	800.00
7/20/2021	7/28/2021	97786	Watkins Community Center (Support operations of center)	(1,500.00)
8/17/2021	8/25/2021	98392	Caroline Community Center (Recreational Purposes)	(5,000.00)
8/17/2021	8/25/2021	98398	Cheddar Youth Center (Recreational Purposes)	(5,000.00)
8/17/2021	8/25/2021	98435	Honea Path Free Clinic (Operational Cost)	(2,500.00)
8/17/2021	8/25/2021	98512	Town of Honea Path (Recreational Purposes)	(5,000.00)
8/17/2021	8/25/2021	98513	Town of Pelzer (Recreational Purposes)	(5,000.00)
8/17/2021	8/25/2021	98515	Town of West Pelzer (Recreational Purposes)	(5,000.00)
8/17/2021	8/25/2021	98516	Town of Williamston(Recreational Purposes)	(5,000.00)
9/7/2021	9/15/2021	99004	Anderson County Chapter of the SC Genealogical Society	(500.00)
9/21/2021	9/29/2021	99330	Anderson County Convention Visitor Bureau	(500.00)
9/21/2021	9/29/2021	JE 9041	Anderson County Museum (Hall of Fame Ceremony)	(250.00)
10/5/2021	10/13/2021	99734	Angel Elite Model Troups (Fashion Show Fundraiser)	(500.00)
11/2/2021	11/10/2021	515	Anderson Federation of the Bolind (Christmas Dinner and Venue Cost)	(500.00)

SUB-TOTAL 4,550.00

Committed:

Ending Balance 4,550.00

We certify that the above information to the best of our knowledge is up-to-date and is accurate.



Renee Watts, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: _____

DATE: November 10, 2021

All Project Report - October 31st 2021

Total	\$2,270,842.04
FY 18-19 Budget	\$1,500,000.00
Transfer In	\$770,842.04

Prepared by: Amy Merrill
Date: 11-1-21

Certified by: Neil Carney

Neil Carney Date 11/10/21

Committed	\$2,213,998.59
AVAILABLE	\$56,843.45

Approved Date	Project	Projects/Towns-Cities/Other		Total Spent to Date	Completion Date
		Scope	Appropriated Amount		
08/07/18	Townville Fire Department	Pave Parking Lot	\$10,000.00	\$1,600.00	04/30/19
08/07/18	Town of Honea Path	Paving	\$48,000.00	\$18,345.05	
08/07/18	Town of Pelzer	Paving	\$17,000.00	\$5,355.80	
08/07/18	Town of West Pelzer	Paving	\$25,000.00	\$25,000.00	
08/07/18	Town of Williamston	Paving	\$52,000.00	\$37,807.72	
08/21/18	School District Road in D6	Paving	\$0.00	\$0.00	
10/02/18	Mental Health Parking Lot	Pave Parking Lot	\$23,158.55	\$23,158.55	
10/04/18	C-Fund Matching Funds	Paving	\$315,000.00	\$315,000.00	Transfer complete
11/07/18	Road Improvement Plan	See Below	\$1,723,840.04	\$2,224,750.68	
		Totals:	\$2,213,998.59	\$2,651,017.80	

Road Name	District	Scope of Work	Estimate	Total Spent to Date	Completion Date
Hobson Road	1	CS/Pave	\$83,571	\$81,449.14	01/00/00
Oakridge Court	1	CS/Pave	\$18,908	\$19,346.79	01/00/00
Harbison Drive	7	FDP/Pave	\$46,633	\$0.00	01/00/00
Plantation Road	4	CIPR	\$51,000	\$52,205.60	01/00/00
Branch Road	4	CIPR	\$86,288	\$81,550.68	01/00/00
Valley Drive	4	CIPR	\$43,144	\$43,967.21	01/00/00
Meadow Road	4	CIPR	\$51,584	\$25,396.28	01/00/00
Governor's Boulevard	1	FDR/Pave	\$171,024	\$164,979.09	01/00/00
Hopewell Ridge	7	CIPR/Pave	\$152,636	\$137,189.01	01/00/00
Winding Creek Road	7	CIPR/Pave	\$73,901	\$69,591.91	01/00/00
Creekside Court	7	CIPR/Pave	\$14,425	\$20,651.79	01/00/00
Crossridge Lane	7	CIPR/Pave	\$17,224	\$23,667.65	01/00/00
Old Oak Trail	7	CIPR/Pave	\$21,092	\$29,644.68	01/00/00
Grove Road	2/3	Pave	\$142,944	\$142,805.44	01/00/00
Shirley Drive	2	Pave	\$175,467	\$138,488.64	01/00/00
Airline Road	3/5	FDP/ST/FS	\$243,293	\$237,157.95	01/00/00
Firetower Road	6/4	FDP/ST/FS	\$142,982	\$188,392.08	01/00/00
Old Webb Road	5	FDP/Pave	\$184,905	\$175,614.78	01/00/00
Holden Lane	5	Mill/Binder/Pave	\$10,515	\$12,895.20	01/00/00
Cely Lane	6	FDP/Pave	\$244,679	\$365,758.33	01/00/00
			\$1,976,215	\$2,010,752.25	

FDP = Full-Depth Patching; FDR = Full-Depth Reclamation, ST = Single-Treatment; FS = Fog Seal; Pave = Resurface with Asphalt; CS = Crack Seal

Through October 31st, 2021

FY 18-19 Budget includes Carryforward from FY17-18 Budget	\$65,290.00
Committed	\$65,290.00
AVAILABLE	\$0.00

Approval Date	Project	Projects/Towns-Cities/Other			Completion Date
		Scope	Appropriated Amount	Total Project Spent To-Date	
	City of Anderson	-	\$0.00	\$0.00	
11/2/2016	Civic Center	Upgrade roads, landscaping	\$56,306.16	\$56,306.16	Incomplete
1/16/2018	Oak Hill Drive Traffic Control	Radar sign & reflectors	\$3,903.03	\$3,903.03	Incomplete
Totals:			\$60,209.19	\$60,209.19	

District 1 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies now in account 000					
Totals:			\$0.00	\$0.00	

Amy Merrill
November 1, 2021

11/10/21

District 2 Paving Report

Through October 31st, 2021

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$0.00
Committed	\$0.00
AVAILABLE	\$0.00

FDP = Full Depth Patching; **FDR** = Full Depth Reclamation; **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

		Projects/Cities& Towns/Other		
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date
	City of Anderson	Grading/Drainage		\$0.00
	Totals:		\$0.00	\$0.00

		District 2 Paving Plan			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies moved to account 000					
Totals:			\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of October 31st, 2021

Prepared By: Amy Merritt

Roads & Bridges

Amy Merrill
November 1, 2021

Certified by: Neil Carney

Neil Carney

Name _____
11/10/21

Through October 31st, 2021

Amy Merrill
November 1, 2021

11/10/27

Through October 31st, 2021

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$12,455.00
Committed	\$12,455.00
AVAILABLE	\$0.00

FDP = Full Depth Patching; FDR = Full Depth Reclamation; ST = Single Treat; FS = Fog Seal; Pave = Resurface with Asphalt; CS = Crack Seal

[illegible]

		District 4 Paving Plan			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies moved to account 000					
Totals:			\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of October 31st, 2021

Prepared By: Amy Merritt

Roads & Bridges

Amy Merrill

November 1, 2021

Certified By: Neil Carney

Neil Carney

Date _____

11/10/21

District 5 Paving Report

Through October 31st, 2021

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$0.00
Committed	\$0.00
AVAILABLE	\$0.00

FDP = Full Depth Patching, FDR = Full Depth Reclamation, ST = Single Treat, FS = Fog Seal, Pave = Resurface with Asphalt, CS = Crack Seal

Approval Date	Project	Projects/Towns&Cities/Other		Total Project Spent To-Date	Completion Date
		Scope	Appropriated Amount		
Totals:			\$0.00	\$0.00	

		District 5 Paving Plan			Total Project Spent To-Date	Completion Date
Approval Date	Project	Scope	Appropriated Amount			
All monies moved to account 000						
Totals:			\$0.00		\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of October 31st, 2021

Prepared By: Amy Merritt
 Roads and Bridges
 Date
 Certified By: Neil Carney
 Neil Carney
 Date
 Amy Merritt
 November 1, 2021
 Neil Carney
 11/10/21

Through October 31st, 2021

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$0.00
Committed	\$0.00
AVAILABLE	\$0.00

FDP = Full Depth Patching; **FDR** = Full Depth Reclamation; **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

		Projects/Township/Cities/Other			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
Totals:			\$0.00	\$0.00	

		District 6 Paving Plan			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies moved to account 000					
Totals			\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of October 31st, 2021

Prepared By: Amy Merritt	Roads and Bridges
Date:	

Amy Merrill
November 1, 2021

Certified By: Neil Carney
Date

NAW C
11/10/21

District 7 Paving Report

Through October 31st, 2021

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$47,665.07
Committed	\$47,665.07
AVAILABLE	\$0.00

FDP = Full Depth Patching; FDR = Full Depth Reclamation, ST = Single Treat; FS = Fog Seal; Pave = Resurface with Asphalt; CS = Crack Seal

Approval Date	Project	Projects/Towns/Cities/Other			Total Project Spent To-Date	Completion Date
		Scope	Appropriated Amount			
7/7/2015	Town of Honea Path	Grading/drainage	\$48,000.00		\$48,000.00	3/21/2017
10/19/2016	Town of Honea Path	Grading/drainage	\$48,000.00		\$25,627.46	incomplete
11/18/2014	Town of Pelzer	Grading/drainage	\$5,000.00		\$2,812.55	incomplete
7/7/2015	Town of Pelzer	Grading/drainage	\$2,500.00		\$0.00	incomplete
10/19/2016	Town of Pelzer	Grading/drainage	\$17,000.00		\$0.00	incomplete
	Town of West Pelzer	Grading/drainage	\$0.00		\$0.00	
10/19/2016	Town of Williamston	Grading/drainage	\$52,000.00		\$24,579.51	incomplete
Totals:			\$172,500.00		\$101,019.52	

District 7 Paving Plan			
Approval Date	Project	Scope	Appropriated Amount
All monies moved to account 000			
Totals:			\$0.00

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of October 31st, 2021

Prepared By: Amy Merrill

Roads and Bridges

Date

Amy Merrill
November 1, 2021

Neil Carney
Date

11/10/21

BUDGET TRANSFER

DIVISION: Public Works

DEPARTMENT: Roads and Bridges - 5221

FROM:		TO:	AMOUNT:
TITLE	Lab Testing	TITLE	Service Contracts
ACCT.#	001-5221-000-317	ACCT#	001-5221-000-375
			\$3,500
TITLE	001-5221-000-304	TITLE	Service Contracts
ACCT.#	Professional Services	ACCT#	001-5221-000-375
			\$2,500
TITLE		TITLE	
ACCT#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	
		Total	\$6,000 -0.00-

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:

This transfer is needed to continue covering the cost for the document scanning program.

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

Journal Entry #

DATE:

DATE:

DATE:

DATE:

DATE:

Matthew
10/18/21
Press
1002

10-18-21

10-18-21

10-21-21

11-4-21

BUDGET TRANSFER

DIVISION: PRT
DEPARTMENT: SENIORS

FROM:		TO:	AMOUNT:
TITLE	Professional Services	TITLE Advertising	
ACCT.#	<u>00 15066002304</u>	ACCT# <u>00 15066002201</u>	<u>1,200.00</u>
TITLE	_____	TITLE _____	
ACCT.#	_____	ACCT# _____	
TITLE	_____	TITLE _____	
ACCT.#	_____	ACCT# _____	
TITLE	_____	TITLE _____	
ACCT.#	_____	ACCT# _____	
TITLE	_____	TITLE _____	
ACCT.#	_____	ACCT# _____	
Total			<u>1,200.00</u>

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:

Need to cover Anderson Magazine contract for Golden Years Jamboree ads

Is this transfer within your department? (Circle One) YES

Is this transfer within your division? (Circle One) NO Yes

DEPT. HEAD: Kelly Jo Barnwell
DIVIS HEAD: [Signature]
FINANCE: [Signature]
ADMINISTRATOR: [Signature]
Journal Entry # 1002

DATE: 10/14/2021
DATE: 10/15/21
DATE: 10-15-21
DATE: 10-15-21
DATE: 11-4-21

BUDGET TRANSFER

DIVISION: PRT
DEPARTMENT: SENIORS

FROM:		TO:	AMOUNT:
TITLE	Food	TITLE Senior Citizens Centers	
ACCT.#	<u>0015066002215</u>	ACCT# <u>0015066002258</u>	<u>500.00</u>
TITLE	Recreational Equipment	TITLE Senior Citizens Centers	
ACCT.#	<u>0015066002257</u>	ACCT# <u>0015066002258</u>	<u>500.00</u>
TITLE	Training for Employees	TITLE Senior Citizens Centers	
ACCT.#	<u>0015066002277</u>	ACCT# <u>0015066002258</u>	<u>350.00</u>
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	
Total			1,350.00

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:

Need to make sure County Council can appropriate their money to Senior Centers across county

Is this transfer within your department? (Circle One) **YES**

Is this transfer within your division? (Circle One) **NO YES**

DEPT. HEAD: Kelly Jo Barnwell
DIVIS HEAD: [Signature]
FINANCE: [Signature]
ADMINISTRATOR: [Signature]
Journal Entry # 1002

DATE: 10/14/2021
DATE: 10/15/21
DATE: 10 15 21
DATE: 10.15.21
DATE: 11 4 21

BUDGET TRANSFER

DIVISION:

DEPARTMENT:

Technology Services

FROM:

TO:

AMOUNT:

TITLE Professional Services
ACCT.# 001-5092-000-304

TITLE Uniforms
ACCT# 001-5092-000-280 1250.00

TITLE
ACCT.#

TITLE
ACCT#

TITLE
ACCT#

TITLE
ACCT#

TITLE
ACCT.#

TITLE
ACCT#

TITLE
ACCT.#

TITLE
ACCT#

Total

0.00

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:

To cover budget account expenses and provided for future purchases.

Purchase of Golf Shirts to be recognized at County Buildings -
Ac Logo on shirts.

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

Brian V. Senhall

DATE: 10/19/2021

DIVIS HEAD:

DATE:

FINANCE:

James

DATE: 10 21 21

ADMINISTRATOR:

DATE: 10. 25. 21

Journal Entry #

1002

DATE: 11 4 21

new year

BUDGET TRANSFER

FY 21-22

DIVISION:

PRT

DEPARTMENT:

Civic Center

FROM:

TO:

AMOUNT:

TITLE Electricity and Gas
ACCT.# 001-5955-000-212

TITLE Exterminators
ACCT# 001-5955-000-312 2000.00

TITLE
ACCT.#

TITLE
ACCT#

TITLE
ACCT#

TITLE
ACCT#

TITLE
ACCT.#

TITLE
ACCT#

TITLE
ACCT.#

TITLE
ACCT#

Total

0.00

2000.00

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:

We had a consultant come in to advise on our snake issue at the Civic Center. We will have traps set out all around the Civic Center to help control the issue of them getting in the building. This was not a budgeted item so we need additional money put in our exterminators account.

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

Adrianne W. Cole

DATE:

7/8/21

DIVIS HEAD:

DATE:

7-8-21

FINANCE:

DATE:

7-8-21

ADMINISTRATOR:

DATE:

11-4-21

Journal Entry #

1002

BUDGET TRANSFER

FY 21-22

DIVISION:

PRT

DEPARTMENT:

CIVIC CENTER

FROM:

TO:

AMOUNT:

TITLE Repairs to Building
ACCT.# 001-5955-000-250

TITLE Photocopy equipment main.
ACCT# 001-5955-000-347 4800.00

TITLE
ACCT.#

TITLE
ACCT#

TITLE
ACCT#

TITLE
ACCT#

TITLE
ACCT.#

TITLE
ACCT#

TITLE
ACCT.#

TITLE
ACCT#

Total

0.00

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:

Changed to new supplier for copiers ~ Savings should be seen in cost of printer
cartridges purchased from Suppliers-Office

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

Adrienne W. C. D.

DATE:

9/10/21

DIVIS HEAD:

DATE:

FINANCE:

DATE:

ADMINISTRATOR:

DATE:

9-30-21

Journal Entry #

1002

DATE:

11-4-21

new

FY 21-22

BUDGET TRANSFER

DIVISION:

PRT

DEPARTMENT:

SPORTS COMPLEX

FROM:

TO:

AMOUNT:

TITLE CONCESSIONS
ACCT.# 001-5956-000-376 274

TITLE PHOTO COPY EQUIP.
ACCT# 001-5956-000-347

\$800.00

TITLE
ACCT.#

TITLE
ACCT#

TITLE
ACCT#

TITLE
ACCT#

TITLE
ACCT.#

TITLE
ACCT#

TITLE
ACCT.#

TITLE
ACCT#

Total

0.00

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:

We have never had a copier in our department and was able to get one with the Civic Center deal with Advance Business.

This will cut down on cost of printer cartridges for our printers.

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

DATE:

DATE:

DATE:

DATE:

Journal Entry #

DATE:

1002

11-4-21

BUDGET TRANSFER

DIVISION: Public Works

DEPARTMENT: Solid Waste

FROM:	TO:	AMOUNT:
TITLE <u>Supplies - Stone</u>	TITLE <u>Computer Software</u>	
ACCT.# <u>420-5954-000-244</u>	ACCT# <u>420-5954-000-209</u>	<u>6000.00</u>
TITLE _____	TITLE _____	
ACCT.# _____	ACCT# _____	
TITLE _____	TITLE _____	
ACCT# _____	ACCT# _____	
TITLE _____	TITLE _____	
ACCT.# _____	ACCT# _____	
TITLE _____	TITLE _____	
ACCT.# _____	ACCT# _____	
Total		0.00

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:

The current WasteWorks Software System at the Starr Landfill will need to be upgraded with WasteWorks-SQL software with onsite installation and training. The cost of this upgrade was not provided to Anderson County until after our budget process.

Is this transfer within your department? (Circle One) Yes No

Is this transfer within your division? (Circle One) Yes No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

Journal Entry #

DATE:

DATE:

DATE:

DATE:

DATE:

Ray Phugic
Todd O'Gara
[Signature]
1002

10/27/21
10/27/21
10 27 21
10.28.21
11-4-21